

**Bill to:**

CAPITAL TRANSPORTATION SOLUTIONS.LLC  
488 CLAIRE DR, NE ,  
ATLANTA,  
GA,  
30301

Invoice Date: 05/15/2024

Invoice #: PRO # 279251

Terms: NET 30

Due Date: 06/15/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/14/2024		1918 Collingsworth St, Houston, TX 77009, USA - 111 Bailey St, Mocksville, NC 27028, USA			
			1	\$2,800.00	\$2,800.00

TOTAL
\$2,800.00

**PLEASE NOTE**

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS)  
and all payments hereunder are to be directed to the assignee at the address noted below.

Remittances to other than CFS do not constitute payment of this invoice. CFS must be given  
notification of any claims, agreements or merchandise returns which would affect the payment  
of all or part of this Invoice on the due date.

**COMPASS FUNDING SOLUTIONS LLC****P.O.BOX 205154****DALLAS, TX 75320-5154****Tel: 844-899-8092**



CAPITAL TRANSPORTATION SOLUTIONS  
BROKERAGEADMINISTRATION@ODYSSEY  
PO BOX 441326  
KENNESAW GA 30160

PRO # 279251

Rate Confirmation

05/14/24 13:26:57 (EST)

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JUSTIN PAS  
(678) 388-2786 X 2405 (p)  
jpas22@odysseylogistics.com

ROYAL3 INC  
(630) 485-7370 (p) Att: MIKE X.113

MC # 944686 Truck # 731  
DOT 2828543 Trailer # W94926  
Driver BENITO Cell # (689) 271-7317

Size & Type: VAN  
Pieces: 13

Description: EXOLIT AP 422/ (2  
Weight: 28746

Miles: 1094

CHARGES		DISPATCH NOTES
LINE HAUL RATE	2800.00	PU#0000435564 // PO#7183
TOTAL RATE	2800.00	

#### PICK 1

AMERICAN WAREHOUSE  
1918 COLLINGSWORTH ST  
HOUSTON TX 77009  
Hours : 10AM-3PM  
Phone/Contact: (713) 228-6381

Appointment 05/14/24  
Pieces: 0  
Weight: 0  
Ref # 0054152485  
Ref # 0054152485

#### STOP 1

FLAMEOFF COATINGS INC  
111 BAILEY ST  
MOCKSVILLE NC 27028  
Hours : 7AM-5PM  
Phone/Contact: (336) 753-8888

Appointment 05/16/24  
Pieces: 0  
Weight: 0  
Ref # 7183  
Ref # 0054152485

**\*\*THIS AGREEMENT MUST BE SIGNED AND RETURNED BY EMAIL OR FAX BEFORE DRIVER CAN BE DISPATCHED\*\*** EMAIL: to the return address in the top right hand corner of the FROM section on this document / FAX: 678-388-2808

#### DISPATCH INSTRUCTIONS:

Check-In/Out: Please have driver call 678-388-2800 to check-in upon arrival at shipper and consignee, and call once loaded/unloaded to check out using the CTS pro number as a load reference. Carrier is obligated to notify dispatch once a driver has been onsite for an hour (as FCFS) or one hour beyond a given appointment time waiting to be loaded/unloaded. Failure to follow this procedure may result in nonpayment of detention.

Tracking Updates: All tracking updates can be communicated by sending an email to CTSTLMgmt@odysseylogistics.com or by calling 678-388-2800 using the CTS pro number as a load reference. Tracking can also be completed by Macropoint.

Bill To: Capital Transportation Solutions  
attn: Brokerage Administration

EMAIL ALL INVOICES AND SUPPORTING DOCUMENTS TO  
BrokerageAdministration@odysseylogistics.com

BY EXECUTION BELOW, I/WE ACCEPT TENDER OF THE SHIPMENT IDENTIFIED HEREIN UNDER THE CARRIER RESPONSIBILITIES AND OBLIGATIONS TERMS OF THIS AGREEMENT LAID OUT AT [www.shipwithcts.com/brokerage/rateConfirmation.pdf](http://www.shipwithcts.com/brokerage/rateConfirmation.pdf)

AND FURTHER REPRESENT AND WARRANT THAT THE PARTY EXECUTING THIS AGREEMENT HAS THE FULL AUTHORITY TO ACCEPT SAID TERMS ON BEHALF OF THE CARRIER NAMED BELOW.

Carrier Signature \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
M D

E-Signed : 05/14/2024 12:28 PM CDT

*Mike Zivanovic*

mike.z@royal3inc.com  
IP: 37.19.199.151

Sertifi Electronic Signature

DocID: 20240514122651247

## SHIPPER'S BILL OF LADING - Non-Negotiable

Date/Time: May 10, 2024 13:54:52

RECEIVED, subject to the "COMMON CARRIER RATE AGREEMENT" or the CONTRACT between the Shipper and Carrier in effect on the date of shipment, the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below. This Bill of Lading is not subject to any tariffs or classifications whether individually determined or filed with any federal or state regulatory agency, except as specifically agreed to in writing by the shipper and the carrier. Rate is individually determined and NOT subject to filed tariffs unless stated in Common Carrier Rate Agreement or contract. Intermodal Certification: All information required by the Intermodal Safe Container Act of 1992 is set forth on the face of this Bill of Lading. The Shipper named herein is the tendering party. If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Shipper  
Origin  
CLARIANT CORPORATION  
American Whse AD  
1918 Collingsworth Street  
Houston TX 77009-4351

Shipment Date  
05/14/2024Delivery Date  
05/16/2024**BOL Number**  
0286055590

Consignee  
Destination  
FlameOFF Coatings Inc  
c/o Custom Coatings LLC  
111 Bailey St  
Mocksville NC 27028-2408

Terms of Delivery  
PREPAID

Attention Carrier: For PREPAID Shipments:  
Reference BOL# on invoice & send to:  
Clariant Corporation  
c/o Odyssey Logistics & Technology  
PO Box 19749 Department 65  
Charlotte, NC 28219

Customer P.O. No./ Ship-to PO No.  
7183

Order Number / Delivery / Shipment  
16071935 / 54152485  
/ 2002244013

Seal Number(s):  
THIS TRANSPORT UNIT WAS SEALED AT ORIGIN POINT WITH CONTROL SEAL NO.

Transportation Mode  
Road FTL

Vehicle/Container/Reefer Number  
W94926

44998029

Carrier  
788741 Capital Transprt Solutions LLC

Placards Offered -  
Class - Division No.

Special Instructions to Carrier:

Carrier Pro No.

Product No.	GR Weight	No. of Pkgs	Type of Pkg	HM	Description of Articles, Special Marks and Exceptions
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10695923655	19,901	9	FIBC ABLEITF. FO		not restricted In boxes or drums NMFC 50155 Sub 3 CLASS 70.0 Exolit AP 422  G/L Account: 313105
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10695923655	8,845	4	FIBC ABLEITF. FO		not restricted In boxes or drums NMFC 50155 Sub 3 CLASS 70.0 Exolit AP 422  G/L Account: 313105
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## TOTALS

28,746 LB

13

TOTAL KG 13,039

## EMERGENCY CONTACT:

CHEMTREC: 1-800-424-9300

CHEMTREC Customer Number: CCN4924

INTERNATIONAL: 01-703-627-3887

## SHIPPER'S CERTIFICATION

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

This is to certify that initial emergency response information (ie., current copy of ERG or another appropriate format) has been provided by shipper or is onboard transport vehicle. Motor carrier certifies that the proper placards have been offered when required.

SUBJECT TO SECTION 7 OF THE CONDITIONS OF APPLICABLE BILL OF LADING, IF THIS SHIPMENT IS TO BE DELIVERED TO THE CONSIGNEE WITHOUT RECOURSE ON THE CONSIGNOR, THE CONSIGNOR SHALL SIGN THE FOLLOW STATEMENT:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

CLARIANT CORPORATION

WHERE THE RATE IS DEPENDENT on value, the agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ 25.00 per pound for each distribution package, or \$ 25.00 per pound for each article.

Carrier, Per

Accepted in good order and condition, unless otherwise stated herein:

Shipper, Per

Carrier, Per

Date:

Time:

**CLARIANT**

COPY - 1 - SHIPPER'S COPY

Page: 1 of 2

FOR TRANSPORTATION ISSUES OTHER THAN EMERGENCIES, CONTACT CLARIANT TRANSPORT OPERATIONS AT: 800-477-8619.



# TERMS & CONDITIONS OF CARRIAGE

These terms and conditions apply except to the extent of a conflict with a contract Between shipper and carrier, in which case the contract shall govern.

1. The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss, damage or delay thereto, except as hereinafter provided. Carriers shall be liable for special, incidental and consequential damages for which they have actual or constructive notice.
2. No carrier or party in possession of all or any portion of the property described in this bill of lading shall be liable for any loss of or damage to the said property or for any delay caused solely by an Act of God, the public enemy, the authority of law, or the act for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. The carrier or the party in possession shall have the burden of proving freedom from negligence and that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The carrier's liability shall not be subject to the rule of contributory or comparative negligence.
3. The carrier shall be liable solely as a warehouseman for loss, damage or delay occurring after actual or attempted tender of the property for delivery at destination. When tender of delivery of the property to the party entitled to receive it has been made, but delivery has been refused, or if carrier is unable to make delivery, carrier's liability as a warehouseman will begin when carrier has placed said property in a warehouse or storage facility under reasonable security. Except in the case of negligence of the carrier or the party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results when the property is stopped and held in transit upon request of the shipper, owner, or party entitled to make such request.
4. Except in the case of negligence of the carrier, no carrier or party in possession of all or any of the property described in the bill of lading shall be liable for delay caused by highway obstruction, by faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on the carrier or party in possession.
5. No carrier is bound to transport said property by any particular schedule or vehicle or in time for any particular market, or in any manner other than with reasonable dispatch.
6. Claims of loss, damage or delay must be mailed within nine months of delivery, or in the case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed. In no case shall said reasonable time be deemed to be less than 30 days from the scheduled or anticipated delivery date. Suits for loss damage or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is received by the claimant from the carrier that the carrier has disallowed the claim or any part thereof. An offer of compromise shall not constitute a disallowance of any part of the claim unless the carrier, in writing, informs the claimant that such part of the claim is disallowed and provides reasons for such disallowance; and communication received from a carrier's insurer shall not constitute a disallowance of any part of the claim unless the insurer, in writing, informs the claimant that such part of the claim is disallowed, provides a lawful reason for such disallowance and informs the claimant that the insurer is acting on behalf of the carrier. Where a lower value than the actual value of the said property has been stated in writing on the bill of lading by the shipper or has been agreed upon in writing as the released value of the property, such lower value, plus freight charges if paid, shall be the maximum recoverable amount for loss, damage, or delay, whether or not such loss, damage, or delay occurs from negligence. When such loss, damage or delay is the result of the carrier's willful misconduct, gross negligence, material or fundamental breach, or conversion, said limitation of liability shall not apply, and shipper shall be reimbursed for the actual value of the property, plus freight charges, if paid.
7. The shipper or consignee shall pay the freight and all other lawful charges accruing on said property according to the agreement of the parties. The shipper shall be liable for the freight and all other applicable charges, except that if the shipper stipulates, by signature, in the space provided for that purpose on the face of the bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, makes delivery without requiring such payment, the shipper shall not be liable for such charges. The carrier may extend credit to the party responsible for payment of the freight charges. There shall be no loss of discount or penalty for late payment. Shipper may offset unpaid freight charges against unpaid freight claims when said claims are outstanding for more than 90 days. Nothing herein shall limit the right of the carrier to require at the time of shipment the prepayment or guaranty of the charges. If upon inspection it is ascertained that the articles shipped are not those described in the bill of lading the freight charges must be paid upon the articles actually shipped.
8. The parties of this bill of lading acknowledge this application and controlling status of provisions of 49 U.S.C. Section 14706 with regard to claims and actions for loss or damage to commodities transported pursuant to this Agreement, except to the extent modified by the Agreement. All claims for recovery by SHIPPER as provided herein and as to each shipment, must be filed with CARRIER within nine (9) months of the date of delivery or tender for delivery of that shipment or if not tendered or delivered must be filed with nine (9) months of the date when delivery or tender of delivery of that shipment reasonably should have been made. Settlement of claim must be handled within forty-five (45) days from receipt of claim. Methods of salvaging or disposal of damaged goods, hazardous or non-hazardous must be approved by SHIPPER and is the responsibility of the CARRIER when such damage is due to the negligence of the CARRIER, except to the extent that such damages is caused by the negligence of SHIPPER.
9. Claims for overcharges and undercharges shall be governed by the statute of limitations stated in 49 U.S.C. 14705, and administered in accordance with 49 C.F.R. 1008, unless otherwise provided herein. If a shipper elects to submit a dispute over the originally billing involving the applicability or reasonableness of the rate charges to the Surface Transportation Board for resolution, the Shipper must contest the billing by mailing or faxing a protest to the carrier within 180 days of the date it or its agent receives the original billing from the carrier. Overcharges and undercharges resulting from typographical, mathematical, weight or clerical errors, or duplicate payments may be filed at any time within 18 months of delivery, and pursuant to 49 U.S.C. 14101(b), the parties hereby expressly waive any notification requirements that may be applicable under 49 U.S.C. 13710(a)(3) for such overcharges and undercharges. If a carrier seeks to assess additional charges, it must mail or fax its billing within 180 days of the date on its original billing. Once protested, disputes may be submitted to the Surface Transportation Board for resolution. If not resolved by the STB within 18 months of the delivery date, and action of law must be instituted to preserve the right to collect the amounts sought. Nothing in this agreement or the law shall prohibit a carrier from making a voluntary refund of an overcharge, or a shipper's voluntary payment of an undercharge, whether or not the original billing was contested within 180 days.
10. In the event that property has been refused by the consignee, or carrier is unable to deliver the property for any reason, carrier shall immediately notify shipper by telephone or other electronic communication system. Said notice shall be confirmed in writing by carrier, stating the time and date that free time shall expire and the storage charges to be applicable upon expiration of free time. Storage charges shall begin after 48 hours of carrier's notification, exclusive of Saturdays, Sundays and business holidays declared by any of the parties hereto. Shipper shall give disposition instructions to carrier within 48 hours of its receipt of notice of carrier's inability to deliver. If disposition is not received within said 48 hours, carrier shall send a "Second and Final Notice of On-hand Freight" via facsimile transmission or EDI (Electronic Data Interchange). If disposition instructions are not received within 48 hours of the "Second and Final Notice", carrier may advertise in two newspapers of general circulation for two consecutive weeks that the goods on hand will be offered for sale at a general auction, stating the time and place of said sale. No later than 10 days prior to the auction sale, carrier shall send a copy of the auction notice to seller via facsimile transmission or EDI when published.
11. Notice of loss or damage shall be given to carrier on the delivery receipt by the consignee and confirmed by the driver. Concealed loss or damage shall be reported to the delivering carrier within 15 working days unless the claimant explains why the loss or damage could not reasonably have been reported within 15 days. When notice has first been given to carrier after 15 days, claimant shall offer proof that the loss or damage did not occur after delivery to consignee, and carrier shall resolve the claim in light of the said proof.
12. Carrier shall be liable for the number of shipping units or packages noted on the bill of lading, and shall deliver them in the same condition or unitized package as tendered at origin. If carrier's driver is not able or is not given an opportunity to inspect and count the shipment prior to acceptance by the carrier, the bill of lading must be noted "SL & C" (Shippers Load & Count). When less-than-truckload shipments are loaded and counted by the shipper, such shipments will be inspected and counted by carrier at its first break-bulk point and all discrepancies shall be reported immediately to shipper.
13. No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.
14. CARRIER agrees to notify SHIPPER immediately upon discovery of any evident tampering or an occurrence that results in spilled, damaged or lost freight, regardless of whether or not the product is known to be hazardous, and to await instructions or advice from SHIPPER before further loading, transporting or delivering any goods potentially affected by spilled, leaked or released materials or other matter. Such notification shall be provided via phone call to CHEMTREC (800-424-9300) or as noted on face of bill of lading.

Carrier's Initial



## SHIPPER'S BILL OF LADING - Non-Negotiable

Date/Time: May 10, 2024 3:54:52

RECEIVED, subject to the "COMMON CARRIER RATE AGREEMENT" or the CONTRACT between the Shipper and Carrier in effect on the date of shipment, the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below. This Bill of Lading is not subject to any tariffs or classifications whether individually determined or filed with any federal or state regulatory agency, except as specifically agreed to in writing by the shipper and the carrier. Rate is individually determined and NOT subject to filed tariffs unless stated in Common Carrier Rate Agreement or contract. Intermodal Certification: All information required by the Intermodal Safe Container Act of 1992 is set forth on the face of this Bill of Lading. The Shipper named herein is the tendering party. If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Shipper Origin CLARIANT CORPORATION American Whse AD 1918 Collingsworth Street Houston TX 77009-4351	Shipment Date 05/14/2024 Delivery Date 05/16/2024	BOL Number 0286055590
Consignee Destination FlameOFF Coatings Inc c/o Custom Coatings LLC 111 Bailey St Mocksville NC 27028-2408	Terms of Delivery PREPAID	Attention Carriers: For PREPAID Shipments: Reference BOL# on invoice & send to: Clariant Corporation c/o Odyssey Logistics & Technology PO Box 19749 Department 85 Charlotte, NC 28219
Customer P.O. No./ Ship-to PO No. 7183	Order Number / Delivery / Shipment 16071935 / 54152485 2002244013	Seal Number(s): THIS TRANSPORT UNIT WAS SEALED AT ORIGIN POINT WITH CONTROL SEAL NO.  44998029
Transportation Mode Road FTL	Vehicle/Container/Railcar Number W94926	
Carrier 788741 Capital Transprt Solutions LLC	Placards Offered - Class - Division No.	Special Instructions to Carrier:
Carrier Pro No.		

Product No.	GR Weight	No. of Pkgs	Type of Pkg	HM	Description of Articles, Special Marks and Exceptions
10695923655	19,901	9	FIBC ABLEITF. FO		not restricted In boxes or drums NMFC 50155 Sub 3 CLASS 70.0 Exolit AP 422  G/L Account: 313105
10695923655	8,845	4	FIBC ABLEITF. FO		not restricted In boxes or drums NMFC 50155 Sub 3 CLASS 70.0 Exolit AP 422  G/L Account: 313105

TOTALS	28,746 LB	13	TOTAL KG 13,039
EMERGENCY CONTACT: CHEMTREC: 1-800-424-9300 CHEMTREC Customer Number: CCN4924 INTERNATIONAL: 01-703-627-3887	SHIPPER'S CERTIFICATION This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.  SUBJECT TO SECTION 7 OF THE CONDITIONS OF APPLICABLE BILL OF LADING, IF THIS SHIPMENT IS TO BE DELIVERED TO THE CONSIGNEE WITHOUT RECOURSE ON THE CONSIGNOR, THE CONSIGNOR SHALL SIGN THE FOLLOWING STATEMENT:  The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.	WHERE THE RATE IS DEPENDENT on value, the agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ 25.00 per pound for each distribution package, or \$ 25.00 per pound for each article.	
This is to certify that initial emergency response information (ie., current copy of ERG or another appropriate format) has been provided by shipper or is onboard transport vehicle. Motor carrier certifies that the proper placards have been offered when required.	CLARIANT CORPORATION		
Carrier, Per	Accepted in good order and condition, unless otherwise stated herein: Carrier, Per	Date: Time:	
Shipper, Per	AMERICAN WAREHOUSES CLARIANT COPY - 1 - SHIPPER'S COPY	Page: 1 of 2	

FOR TRANSPORTATION ISSUES OTHER THAN EMERGENCIES, CONTACT CLARIANT TRANSPORT OPERATIONS AT: 800-477-8619.