

Bill to: TOTAL TRANSPORTATION OF MISSISSIPPI, LLC P.O. BOX 2060, Richland, MS, 39218 Invoice Date: 05/17/2024 Invoice #: 4483342 Terms: NET 30 Due Date: 06/17/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/16/2024		401 S Woods St, West Memphis, AR 72301, USA - 1801 Boone Trail Rd, Sanford, NC 27330, USA			
			1	\$2,000.00	\$2,000.00

TOTAL	
\$2,000.00	

## 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



Email invoices: logisticsap@totalms.com

Quickpay invoices: logisticsqp@totalms.com

#### **Load Tender and Rate Agreement Sheet**

Carrier Must Reference Ord#: 4483342 on invoice to expedite

Detention is waived if Carrier misses their Appointment time

Carrier: ROYAL3 INC CHICAGO, IL

Segment# 4561257

630-485-7370

Order#: 4483342

**Equipment VAN** 

ROYCHI03

Type: Size:

Miles: 728

Origin Pick LIVE LOAD

Final Delivery: LIVE

**UNLOAD** 

#### LOAD IS NOT TO BE BROKERED OR FEES CAN OCCUR

#### Dispatch Instructions:

payment process.

Driver must say they are picking up and delivering for TTMS.

Carrier must notify TTMS if they will be late to a pick up or delivery appointment. If an appointment is missed, TTMS will reschedule the appointment for the next available appointment time with the customer. TTMS will not be financially responsible to Carrier for any costs incurred by Carrier due to TTMS resetting the appointment.

Carrier must provide the tractor and trailer numbers, driver's name and cell phone number, the PRO number, and after hours contact.

Overages, shortages, damages must be reported to TTMS while Carrier is still at the customer delivery location and noted on the Bill of Lading. Notification shall be made to the Carrier Representative noted on the rate confirmation.

All unplanned accessorial charges must be communicated to TTMS by Carrier immediately and approved by TTMS in writing in order to be paid. In order for Carrier to receive payment for detention, Carrier must provide TTMS at least thirty (30) minutes' notice prior to detention taking effect, send the IN and OUT times on the Bill of Lading, and receive TTMS' prior written approval for the detention charge. Late arrival at pick up or delivery will automatically disqualify Carrier from receiving payment for detention. IN and OUT times must be written on the Bill of Lading by the customer (if the customer refuses. Carrier must get the name of that person and report it to TTMS immediately).

In addition to the other requirements set forth herein, before paying or agreeing to any lumper services, Carrier must notify the Carrier Representative noted on the rate confirmation at TTMS and get prior authorization/approval in writing in order to get full reimbursement. Carrier must provide a signed lumper receipt to receive payment for a lumper service.

All special instructions on the rate confirmation sheet must be performed at the negotiated rates.

Cargo must be inspected by Carrier at pick-up and delivery, unless pre-sealed by the customer or a drop and hook.

The Carrier must review the Bill of Lading to ensure all terms are met.

Carrier is responsible for matching all information on the Bill of Lading given to the driver to that which is on the rate confirmation. Any costs incurred by TTMS due to Carrier's failure to notify TTMS' Carrier Representative of any discrepancies while at the shipper will be the Carrier's responsibility.

A signed Bill of Lading must be furnished with Carrier's invoice to receive payment. Carrier shall be responsible for adhering to Shipper's instructions communicated to Carrier on a load-by-load basis. Carrier agrees that food that has been transported or offered for transport under conditions that are not in compliance with the Shipper's instructions, as provided to Carrier by the Shipper, may be considered "adulterated," as determined by a qualified individual, within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C.

§342(I), and its implementing regulations. Carrier understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon

their delivery, at destination without diminishing or affecting Carrier's liability in the event of a cargo claim. Carrier shall be willing, upon Broker's request, to accept satellite or cell phone tracking through a third party vendor.

Any supplemental Service Requirements will be communicated to Carrier on a per shipment basis.

**Total Weight: LBS** 

Ord# 4483342 Total Pay(USD): \$2,000.00

> Linehaul Pav: \$2,000.00

**Fuel Surcharge:** \$0.00

Add. Accessorials: \$0.00

Service Bonus: \$0.00 BOL#: J0305 TOTAL SHIPMENT ID: 65-5916114

MARK # J0305 DELIVERY OF THIS LOAD EARLY OR LATE COULD RESULT IN A \$300 FINE:

Company	Pallets/Pcs	Appointment Type	Early	Late	Weight UOM
P/U Point STAPLCOTN-W MEMPHIS 1102 S WOODS ST WEST MEMPHIS,AR/CRI 72301	0	Appt NOT Set	5/16/2024 8:00 AM	5/16/2024 3:00 PM	0LBS
Commodity: UNKNOWN	C	TOPS MBOL:J0305			
D/R Point FRONTIER YARNS INC 1801 BOONE TRAIL RD SANFORD,NC/LEE 27330	0	Appt NOT Set	5/17/2024 8:00 AM	5/17/2024 12:00 PM	0LBS
Commodity: UNKNOWN	C	TOPS MBOL:J0305			

Carrier Rep: MELANIE SMITH

Email: mssmith@totalms.com

Carrier Contact Name: Phill Vukovic

Phone: (800)942-2104

Please Sign and Fax back to TTMS @ ()-423

Date:

Carrier Signature

2 of 4

# Terms and Conditions:"TTMS" Represents Total Transportation of MS

- The rates set forth in this an independent contractor agreement("Agreement") between the parties and are for the above stated service/load only and are not valid for any other business between the undersigned parties.
- Carrier agrees to indemnify, defend and hold harmless TTMS
  and its customers from any loss, damage, liability, expense or
  claim relating to, resulting from, or arising out of Carrier's
  services, including, but not limited to, Carrier's negligent or
  willful acts or omissions. Carrier shall be liable for all loss,
  damage, injury to or delay of freight shipped hereunder in
  accordance with 49 U.S.C. 14706.
- TTMS agrees to pay Carrier within 30 days of receipt of Carrier's undisputed invoice provided all necessary documentation, including but not limited to the original Bill of Lading for the load and the rate confirmation sheet with amounts matching the invoice, has been provided to TTMS. Carrier agrees to look solely to TTMS for payment and shall not make any demand upon TTMS's customer ("Shipper") for payment. Shipper is a third party beneficiary of this Agreement. TTMS will have the right to offset payments owed to Carrier upon a claim by TTMS or Shipper regarding any damage to any shipment.
- Carrier understands and agrees that for a period of 1 year from the date of the Agreement, Carrier shall not back solicit, directly or indirectly, any Shipper whose transportation needs were disclosed to Carrier in connection with this Agreement. As liquidated damages, Carrier agrees to pay a 15% commission on all traffic handled for Shippers whose transportation needs were disclosed to Carrier in connection with this Agreement for a period of 1 year.
- Carrier warrants to TTMS (and Shipper) that it meets the following criteria and that it shall promptly notify TTMS (and Shipper) of any failures to meet any of the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000 per shipment; (b) Carrier shall maintain motor carrier automobile public liability insurance for property damamge and personal injury in the amount of not less than \$1,000,000; (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain "Satisfactory" U.S. DOT safety ratings or the equivalent CSA scores and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

Email: mssmith@totalms.com

Carrier agrees that all freight tendered to it by TTMS shall be transported on equipment operated only under the authority of Carrier and Carrier shall not in any manner subcontract or broker the freight to a third party. Should Carrier violate this provision, Carrier agrees that TTMS, at its option, shall not pay any freight bills submitted by Carrier applicable to such unauthorized brokerage and/or shall pay the third party directly. Further, Carrier agrees that in the event of such unauthorized brokerage all limitations to Carrier's cargo liability and/or Carrier's other liabilities shall, at TTMS's option, become null and void.

Carrier agrees that the rates and charges herein are the only rates and charges to be paid by TTMS. No other tariff rates or charges will apply. TTMS will only pay additional charges if charges are agreed to in writing and TTMS is able to collect the charges from Shipper. Carrier must inform TTMS within 24 hours of any unplanned accessorial or other additional charges incurred. TTMS will not reimburse detention charges unless "in" and "out" times are clearly stated on the Bill of Lading. TTMS will reimburse Carrier for approved lumper costs upon submission by carrier of a signed receipt.

- If a shipment is rejected by Consignee, TTMS has the option to either (1) have Carrier place the load in storage or (2) have Carrier return it to the point of origin or some other point of destination specified by TTMS.
- If Carrier cannot complete delivery as agreed, TTMS may take whatever steps necessary to have such shipment completed, with Carrier responsible for any extra costs incurred by TTMS in doing so.
- Carrier waives all rights to any claim for a lien on the shipment.
- Carrier is to be named on the Bill of Lading as "carrier of record". Any term or provision on a bill of lading or other document inconsistent with this provision is void and unenforceable.
- This written Agreement contains the entire Agreement between the parties and may only be modified by signed written Agreement. If there is a signed Broker/Carrier Agreement or signed accessorial Agreement in effect between Broker and Carrier, any terms of such Agreement that conflict with this Agreement shall take precedence over this Agreement. Tennessee law, venue and jurisdiction shall apply. Failure by TTMS to enforce any provision of this Agreement does not constitute any waiver of any rights or remedies under this Agreement. If any provisions of this Agreement are declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- Carrier's signature below or its acceptance of any load tendered by TTMS constitutes confirmation of and agreement to all information and terms and conditions set forth above and posted at <a href="http://www.totalms.com">http://www.totalms.com</a>.

Carrier Rep: MELANIE SMITH Carrier Contact Name: Phill Vukovic Da

Please Sign and Fax back to TTMS @ ()-423

Phone: (800)942-2104

Carrier Signature: Kelly Avanovic







2.5% QP

5-DAY

1.5% QP

**STANDARD** 

30 DAY

Standard Mail: Not Recommended (Days To Pay Increased): Transflo, P.O. Box 9349, Louisville, KY 40209-0349

## PLEASE SEND INVOICES\* TO:

U.S. Xpress

Standard: logisticsap@usxpress.com QuickPay: logisticsqp@usxpress.com **Total Transportation of Mississippi** 

Standard: logisticsap@totalms.com QuickPay: logisticsqp@totalms.com

\*Paid within terms from date of receipt of all correct paperwork.

## **Payment Inquiries**

Login to TriumphPay or email paystatus@triumphpay.com

Phone: (469)312-7222

Factoring? Invoice Us Directly.

If you take QuickPay, you don't need to invoice your factoring company.

CORPORATE CONTACTS

U.S. Xpress

4080 Jenkins Rd Chattanooga, TN

37421

(423)510-6583 MC#188121

Federal Tax ID #62-1255088 Surety Bond #: 702-188121 Total Transportation of Mississippi

125 Riverview Drive Richland, MS 39218

(601)936-2104 MC#239097

Federal Tax ID #04-3643789 Surety Bond #: 929446280

Sign Up/Register your account and connect with U.S. Xpress by logging into: www.TriumphPay.com

Carrier Rep: MELANIE SMITH

Email: mssmith@totalms.com

Carrier Contact Name: Phill Vukovic

Phone: (800)942-2104

Carrier Signature:

Please Sign and Fax back to TTMS @ ()-423



Warehouse: 167025 WEST MEMPHIS

Buyer: STAPLE COTTON COOP. ASSN.

Total: 87

Mark:

J0305

Container:

P1095155

Seal:

Location:

0599C

SCCA Order: 39339

**PBI** 

								_
1	40477-1175835	26	40477-1183286	52	40533-5999545	78	40048-6764860	
2	40477-1175837	27	40477-1183357	53	40533-5999620	79	40048-6765114	
3	40477-1175968	28	40477-1183816	54	40533-5999746	80	40048-6765148	
4	40477-1176794	29	40533-5988996	55	40533-5999764	81	40048-6765155	
5	40477-1176826	30	40533-5989037	56	40533-5999791	82	40048-6765169	
6	40477-1176859	31	40533-5989126	57	40533-6005596	83	40048-6765194	
7	40477-1177028	32	40533-5989217	58	40533-6005720	84	40048-6765342	
8	40477-1177368	33	40533-5989312	59	40533-6013031	85	40048-6765657	
9	40477-1177546	34	40533-5989346	60	40533-6013334	86	40048-6765876	
10	40477-1177601	35	40533-5989463	61	40533-6014082	87	40048-6766032	
11	40477-1179508	36	40533-5989687	62	40533-6014090			
12	40477-1181355	37	40533-5989876	63	40158-6104486			
13	40477-1181390	38	40533-5989997	64	40158-6104604			
14	40477-1181467	39	40533-5990059	65	40158-6104949			
15	40477-1181612	40	40533-5990525	66	40158-6105192			
16	40477-1181617	41	40533-5990660	67	40048-6764152			
17	40477-1181779	42	40533-5991176	68	40048-6764160			
18	40477-1182129	43	40533-5992240	69	40048-6764237			
19	40477-1182349	44	40533-5992336	70	40048-6764246			
20	40477-1182473	45	40533-5993303	71	40048-6764372			
21	40477-1182715	46	40533-5993457	72	40048-6764400			
22	40477-1183016	47	40533-5997842	73	40048-6764451			
23	40477-1183094	48	40533-5997939	74	40048-6764709			
24	40477-1183223	49	40533-5998485	75	40048-6764723			
25	40477-1183238	50	40533-5998624	76	40048-6764754			
		51	40533-5998775	77	40048-6764802			
Tr	ruck Tag Number							
						_		
D	river's Signature				114			
Ti	railer Number							

Thursday, May 16, 2024 10:23 AM



Warehouse: 167025 WEST MEMPHIS Buyer: STAPLE COTTON COOP, ASSN.

Total: 87

Mark:

J0305

Container:

P1095155

Seal:

Location:

0599C

SCCA Order: 39339

**PBI** 

				FDI			
1	40477-1175835	26	40477-1183286	52	40533-5999545	78	40048-6764860
2	40477-1175837	27	40477-1183357	53	40533-5999620	79	40048-6765114
3	40477-1175968	28	40477-1183816	54	40533-5999746	80	40048-6765148
4	40477-1176794	29	40533-5988996	55	40533-5999764	81	40048-6765155
5	40477-1176826	30	40533-5989037	56	40533-5999791	82	40048-6765169
6	40477-1176859	31	40533-5989126	57	40533-6005596	83	40048-6765194
7	40477-1177028	32	40533-5989217	58	40533-6005720	84	40048-6765342
8	40477-1177368	33	40533-5989312	59	40533-6013031	85	40048-6765657
9	40477-1177546	34	40533-5989346	60	40533-6013334	86	40048-6765876
10	40477-1177601	35	40533-5989463	61	40533-6014082	87	40048-6766032
11		36	40533-5989687	62	40533-6014090		
12		37	40533-5989876	63	40158-6104486		
13		38	40533-5989997	64	40158-6104604		
14	40477-1181467	39	40533-5990059	65	40158-6104949		
15		40	40533-5990525	66	40158-6105192	•	
16		41	40533-5990660	67	40048-6764152		1110
17		42	40533-5991176	68	40048-6764160		1 000
18		43	40533-5992240	69	40048-6764237	(	1) CCd 5/18/2
19		44	40533-5992336	70	40048-6764246		
20		45	40533-5993303	71	40048-6764372		1171
21		46	40533-5993457	72	40048-6764400		111617
22		47	40533-5997842	73	40048-6764451		5/10
23		48	40533-5997939	74	40048-6764709		
	and the control of the later and the control of the	49	40533-5998485	75	40048-6764723		
24		50	40533-5998624	76	40048-6764754		
25	404/7-1103230	51	40533-5998775	77	40048-6764802		1 )
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T	ruck Tag Number		1,000	z ( %)			
ב	river's Signature						
T	railer Number						