

**Bill to:**

PACE LOGISTICS INC

,
,
,

Invoice Date: 05/24/2024

Invoice #: Undetermined

Terms: NET 30

Due Date: 06/24/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/23/2024		100 Woodtrail Drive, Gaston, SC 29053 - 10 COSTCO DRIVE MONROE TOWNSHIP, NJ 08831			
			1	\$3,000.00	\$3,000.00

TOTAL
\$3,000.00

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**



525 S Church St, Charlotte, NC, 28202,
P: (312) 224-1605 Ext: 444 • E: tracking@onpaceinc.com
W: www.onpaceinc.com

Route	May 23, 2024 08:30 Apt	 100 Woodtrail Drive Gaston, SC 29053 Pickup # A996043 Straps STRAPS ARE REQUIRED AT LOADING. THE DRIVER MUST INSPECT, AND APPROVE HOW THE SHIPMENT IS LOADED TO ENSURE THE PRODUCT DOES NOT SHIFT IN TRANSIT.	4 items Qty.: 1,407 Pallets Handling qty.: 2,851 Pallets Weight: 44,313 lb	ZIGI FREIGHT INC DOT 2828543 SCAC: ZFIH
	May 24, 2024 09:30 Apt Appointment #1754516313539254	 10 COSTCO DRIVE MONROE TOWNSHIP, NJ 08831 Delivery # 001750509203 PO: 001750509203 ZZ: 1499.00	4 items Qty.: 1,407 Pallets Handling qty.: 2,851 Pallets Weight: 44,313 lb	ZIGI FREIGHT INC DOT 2828543 SCAC: ZFIH

Equipment Van or Reefer
53 ft

Carrier ZIGI FREIGHT INC
MC 944686 • DOT 2828543 • P: (630) 485-7370

ZFIH
SCAC

Rate	Freight - flat	\$3,000.00
	1.0 x \$3,000.00	
	Total	\$3,000.00

TERMS AND CONDITIONS

REQUIREMENTS FOR INVOICING

EMAIL: INVOICING@ONPACEINC.COM

STANDARD PAYMENT TERMS: 30 DAYS

IN ORDER FOR THE PAYMENT PROCESS TO BEGIN WE MUST HAVE RECEIVED...SEE BELOW

- BILL OF LADING

- PROOF OF DELIVERY

- LUMPER RECEIPT (IF APPLICABLE)

- INVOICE FROM YOUR COMPANY

LUMPER INSTRUCTIONS

Driver is responsible for paying all Lumper fees. Pace Logistics Inc will not provide payment for lumpers.

Once Lumper fee has been paid the carrier has **48 hours from delivery** to submit their receipt. If the receipt is not submitted within this time period the Lumper will not be paid.

Once Pace Logistics Inc has recieved the receipt an adjusted Rate Confirmation will be sent to the carrier.

If a carrier is held at the delivery because they are unable to pay the Lumper, **Pace Logistics will not be held responsible for any detention or layovers.**

LATE DELIVERY

Minimum rate reduction for a missed, or late appointment is \$350.

THIS IS NON-NEGOTIABLE

TRACKING REQUIREMENT

If driver does not comply with tracking requirements a \$100 rate reduction will be added.

DETENTION

Detention does not start until 4 hours after the pick up.

POLICIES

Unauthorized consolidation of this cargo with any other shipment is strictly prohibited without prior written consent from Pace Logistics, Inc. The agreed-upon rate is applicable solely for the exclusive utilization of equipment.

By acknowledging this Rate Confirmation for transportation, irrespective of whether signed below, the carrier acknowledges the application of the following standard terms and conditions to this shipment and any future shipments.

Certain shipping clients may have unique additional demands or pricing distinct from the standard requirements and rates of Pace Logistics Inc. These specific conditions and prices will be documented in the "Special Instructions" segment of the rate confirmation, taking precedence over the standard requirements and rates outlined below.

Policy for Handling Lumper Fees

Carriers must forward all receipts either through the Turvo Application or by sending an email to lumpers@onpaceinc.com within a 48-hour timeframe, unless different guidelines are explicitly mentioned in the special instructions. Non-adherence to these stipulations may lead to a forfeiture of reimbursement. It is mandatory that the carrier ensure that any receipts related to this consignment/delivery are presented to Pace Logistics, Inc.

Please note that Pace Logistics, Inc will not modify rate confirmations to accommodate lumper charges. Carriers can anticipate reimbursement upon submission of all necessary paperwork to Pace Logistics, Inc.

Instructions and Requirements

All instructions provided by Pace Logistics or its clients, whether communicated verbally or electronically, are purely for informational purposes. It is the responsibility of the transportation provider to ensure that they can legally and safely operate their vehicle and its contents on any road, bridge, or route. The transportation provider will be held solely accountable for any fines, penalties, or citations incurred as a result of operating their vehicle and contents in violation of any regulations, laws, or ordinances. Compliance with all FMCS rules and regulations, including but not limited to the Hours-of-Service regulations, is the responsibility of the transportation provider.

The transportation provider guarantees that the assigned driver for this shipment has adequate hours available to complete the delivery and is in compliance with the Hours-of-Service rules. If Pace Logistics Inc is mistakenly identified as the "carrier" on the Bill of Lading, the transportation provider acknowledges that Pace Logistics Inc solely acts as a property broker, and regardless of any incorrect designation on the Bill of Lading, the transportation provider is, in all aspects, considered the "carrier".

Driver Obligations

By signing the Bill of Lading ("BOL"), the driver assumes responsibility for the condition and quantity of the load during loading. If requested by the shipper, the driver must verify the accuracy of pallet count, piece count, and product condition stated on the BOL.

The driver is obligated to ensure that the information on the Bill of Lading (BOL) aligns with the order details provided in the load confirmation sent by Pace Logistics Inc. This includes pallet count, weight, product specifics, shipper and consignee locations. Should any discrepancies arise between the BOL and the rate confirmation, the driver/carrier must notify Pace Logistics Inc at [312-224-1605](tel:312-224-1605) before leaving the shipper's premises. Failure to inform Pace Logistics Inc will result in the carrier assuming liability for all costs and expenses incurred by Pace Logistics Inc due to the driver's failure to match the information.

The driver must keep all sealed loads intact until they are broken by the consignee or authorized party. Breaking the seal without permission or neglecting to apply the provided seal to the trailer will require the carrier to compensate the claimant for the full value of the freight. The carrier is responsible for covering the return freight charges for rejected products to the recon signed location specified by Pace Logistics. Furthermore, the carrier will be held accountable for any consequential damages, production downtime, or claims arising from broken seals, failure to seal the load, late delivery, or other service-related failures.

In the event of anticipated pickup or delivery delays, safety concerns, or claim issues, the driver must promptly contact Pace Logistics Inc at [312-224-1605](tel:312-224-1605).

Accessorial Policy

In order to be eligible for additional compensation, the carrier must meet the following criteria. Failure to comply with these conditions will result in the loss of reimbursement or payment. The rates for accessorial services may vary depending on the shipment.

The carrier must arrive punctually for the scheduled appointment. Late arrivals will not qualify for compensation.

If the carrier spends more than 2 hours at the facility, they must inform Pace Logistics, Inc that the truck is being detained and request compensation for the delay.

The arrival and departure times must be documented on the BOL/POD, with the shipper/consignee signing or stamping the times. If the shipper/consignee refuses to sign, Pace Logistics Inc. must be notified of the actual arrival and departure times. In such instances, electronic logging device (ELD) or GPS tracking data may be accepted as evidence of the arrival and departure times, provided that it is submitted within seven (7) days of delivery.

All requests for accessorial services must be submitted within 12 hours of delivery. Accessorial requests should be sent via email to accessorials@onpaceinc.com with the load number in the subject line. All requests must include a clear and legible copy of the BOL/POD; otherwise, the request will not be processed.

To facilitate payment of freight charges, the Carrier agrees to provide the following documents:

Requirements for Invoicing:

- A signed rate confirmation from Pace Logistics.
- Carrier invoice with reference to Pace Logistics' order number.
- A signed Bill of Lading.
- Receipts for lumper services or any relevant additional services.
- Any other specific load documents as necessary.

Options for Submitting Invoices for Payment:

- Email the documents to: invoicing@onpaceinc.com.

Payment Options

STANDARD PAYMENT: A payment will be sent to the address provided approximately 30 days after we receive your paperwork.

FUEL ADVANCES: First-time carriers are ineligible for fuel advances.

Fuel advances are only processed after verifying loaded freight and receiving a copy of the BOL. Pace Logistics Inc will charge \$24.00 initially, and then \$3.50 per \$1,000 requested. This will be paid via CommData Code

Any remaining balance on a CommData Code after 5 months from the issue date will be voided, and all funds will be forfeited.

Additional Terms and Conditions

The following terms are applicable to the agreement between the carrier and Pace Logistics, in addition to those specified in the previously signed Broker-Carrier Agreement.

Pace Logistics Inc, acting as a broker, shall not assume liability for any shipment delays, shortages, losses, or damages incurred during transportation by the carrier.

Pace Logistics reserves the right to deduct any losses, delays, shortages, or damages from the carrier's freight charges, at its sole discretion. Delays in delivery may result in penalties.

No additional compensation will be provided for shipments that exceed the weight originally specified.

The carrier agrees to ensure that its drivers obtain a signed bill of lading or delivery receipt from the consignee upon completing the delivery of each load.

Prohibited Activities: Engaging in double-brokering is strictly forbidden. The carrier shall bear primary responsibility for any personal injury, including death, and/or delay claims resulting from double-brokering, to the same extent as if the carrier had directly performed the transportation. Moreover, the carrier assumes full responsibility for compensating the substitute service provider responsible for transporting the shipment. The carrier also agrees to protect, indemnify, and hold Pace Logistics harmless against any claims for unpaid freight charges, including attorney fees. If the broker or its customers make payment directly to the substitute service provider, the carrier acknowledges that the transportation charges for that specific shipment will be considered fully paid to the carrier.

Payment and Liability: The carrier solely looks to Pace Logistics Inc for payment of its charges and refrains from contacting or pursuing payment from Pace Logistics Inc's customers, shippers, or consignees for any outstanding freight, accessorial, or other charges owed to the carrier. The carrier relinquishes any right to seek payment from parties other than Pace Logistics Inc for freight charges.

Acceptance of Terms: By accepting this shipment for transportation, the carrier agrees to abide by all terms and conditions. The carrier confirms its legal and proper qualification to provide the specified transportation services and holds valid liability insurance of at least \$1,000,000.00 USD and cargo damage insurance of at least \$100,000.00 USD. The insurance coverage must not contain exclusions that apply to the type of cargo being transported on this order or that would hinder coverage in case of personal injury or death.

Indemnification: The carrier shall indemnify the broker, as well as any shipper, consignee, or receiver of freight, from any claims arising from bodily injury, sickness, disease, or death of any employee, representative, or agent of the carrier or any other person acting on behalf of the carrier. This includes claims related to acts or omissions of the carrier's employees or agents while present on the premises of any shipper, consignee, or receiver of freight. The carrier's indemnification extends to claims resulting from the negligence of the broker or any shipper, consignee, or receiver of freight, except for claims caused solely by the negligence of the shipper, consignee, or receiver of freight.

Expedited Loads: Pace Logistics retains the right to substitute the trailer in case of a breakdown or if the driver is delayed.

Expedited Load Guidelines: Delays in deliveries carry the potential of causing production problems, such as penalties for late arrivals, interruptions in production, and rejected shipments. The carrier is responsible for returning any rejected shipment.

Spotted Lanternfly (SLF) Permit Requirements: All carriers agree to obtain and carry the necessary permits within SLF quarantine areas. Permits issued in Pennsylvania are valid and accepted in ALL states with counties under quarantine, including Pennsylvania, New Jersey, Virginia, Delaware, New York, Maryland, and West Virginia. We offer free training and permits specific to Pennsylvania. Any commercial vehicle operating within, to, or from the quarantined counties in these states MUST possess a valid permit. Failure to comply may result in penalties, and Pace Logistics will not reimburse fines incurred due to non-compliance.

Compliance: The carrier guarantees that it always ensures compliance with all regulations and requirements set forth by the California Air Resources Board (CARB) for Transport Refrigeration Units (TRU) under the Airborne Toxic Control Measure (ATCM), as well as Truck and Bus regulations and Greenhouse Gas Regulation, when providing services within or through the state of California. Furthermore, the carrier affirms that it adheres to all other state or federal regulations pertaining to emissions standards. Carrier agrees to provide proof of such compliance upon request by Pace."

Carrier Name _____

Authorized Representative Signature Jack Jarakovic

Date _____

**Bill Of Lading****Short Form - Not Negotiable****BOL Number:** 270027

Carrier: PACE LOGISTICS INC
ROYAL 3
Pro Number: 31482-71120
Pick up Date: 05/23/2024

Ship From

Diamond Pet Foods
100 Wood Trail Drive
Gaston, SC 29053
Phone: 1-573-299-4203

References

Sales Order No: A996043
Purchase Order No: 001750509203
Freight Terms: Prepay
FOB Terms: FOB Destination

Ship To

COSTCO #175 CNENJ
10 COSTCO DRIVE
MONROE TOWNSHIP, NJ 08831
Phone: 732-992-2050

Accessories**Bill To**

Special Instructions: Driver: ALL Costco OS&D events must be reported immediately by email to DiamondPetOSD@CHRobinson.com. CH Robinson will communicate next steps regarding disposition.

Consignee Notes:

Shipper Notes: Driver is responsible for securing load, using straps or bars, to ensure that load remains tight against the trailer nose wall.

Pallets	Pieces	Type	Weight	HM(X)	NMFC	Item Description	LTL Class
37	1,444	Each	43,410.0000			Pet Food	
Total gross weight (LB):			43,410.0000				
37	1,444						

Mark with an "X" to designate hazardous materials as defined in title 49 of the Code of Fed. Reg.

HAZARDOUS MATERIAL EMERGENCY CONTACT: Name:

Phone#:

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE: Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

FOR FREIGHT COLLECT SHIPMENT:

If this shipment is to be delivered to the consignee, without recourse on the shipper, the shipper shall sign the following statement: "The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges."

Signature of Consignor: _____

Shipper Signature / Date:

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.

Signature of Shipper: Diamond Pet Foods

Date: 05/23/2024

Trailer Loaded:

____ By Shipper
____ By Driver

Freight Counted:

____ By Shipper
____ By Driver

Carrier Signature / Date:

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

In case of Broker-arranged shipments, Carrier hereby designates Broker as its agent for the collection of freight charges. Once paid to Broker, Carrier agrees not to hold shipper or consignee liable for said charges.

Signature of Carrier: _____

Date: _____

Rev. 02/2013



Diamond Pet Foods

Order Confirmation

Customer Order #: A996043

Shipment #: 429683

5/23/2024 7:30:06PM EDT

BOL #: 270027



Customer Name:
Customer Address:

COSTCO WHOLESALE
COSTCO #175 CNENJ
10 COSTCO DRIVE
MONROE TOWNSHIP, NJ 08831

Phone: 732-992-2050

Customer PO Number:
Ship Site:

001750509203
Gaston

Ship Via: DELIVERED
Planned Ship Date: 05/21/2024

- Pallets Shipped: 37

Pos	Part Number	Description	Unit Weight	Desired Quantity	UoM	Actual Weight	Quantity Shipped	EPC Number
1-1	1879-IG28	Customer P/N: 430541 KS 40LB HEALTHY WEIGHT DOG	40.0000	364				
					BG	14,560.0000	364	KSH0510-24
2-1	807-IG45	Customer P/N: 52296 KS 25LB MAINTENANCE CAT	25.0000	1,080				
					BG	27,000.0000	1,080	KFC0506-24

Total Product Weight for this Order: 41,560.0000

Driver's Signature: _____

Truck (Carrier) Company: _____

Trailer / Container #: 94972

Loader Signatures: _____

Seal #: 24477206

Loaded By: _____

RHUERTA

Time In: 5/23/2024 2:59:55PM

Time Out: 5/23/2024 7:29:50PM



Diamond Pet Foods

Order Confirmation

Customer Order #:

A996043

Shipment #: 429683

5/23/2024 7:30:06PM

EDT

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Customer Name:
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COSTCO #175 CNENJ
10 COSTCO DRIVE
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Phone: 732-992-2050

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Ship Site:

001750509203
Gaston

Ship Via: DELIVERED
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- Pallets Shipped: 37

Pos	Part Number	Description	Unit Weight	Desired Quantity	UoM	Actual Weight	Quantity Shipped	EPC Number
1-1	1879-IG28	Customer P/N: 430541 KS 40LB HEALTHY WEIGHT DOG	40.0000	364	BG	14,560.0000	364	KSH0510-24
2-1	807-IG45	Customer P/N: 52296 KS 25LB MAINTENANCE CAT	25.0000	1,080	BG	27,000.0000	1,080	KFC0506-24

Total Product Weight for this Order: 41,560.0000

Driver's Signature: _____

Truck (Carrier) Company: _____

Trailer / Container #: _____

94972

Loader Signatures: _____

Seal #: _____

24477206

Loaded By: _____

RHUERTA

Time In: 5/23/2024 2:59:55PM

Time Out: 5/23/2024 7:29:50PM



Bill Of Lading

Short Form - Not Negotiable

BOL Number: 270027

Carrier: PACE LOGISTICS INC
ROYAL 3

Pro Number: 31482-71120

Pick up Date: 05/23/2024

Ship From

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Gaston, SC 29053
Phone: 1-573-299-4203

References

Sales Order No: A996043
Purchase Order No: 001750509203

Freight Terms: Prepay
FOB Terms: FOB Destination

Ship To

COSTCO #175 CNEJ
18 COSTCO DRIVE
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Accessories

Bill To

Special Instructions: Driver: ALL Costco OS&D events must be reported immediately by email to DiamondPetOSD@CHRobinson.com. CH Robinson will communicate next steps regarding disposition.

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Shipper Notes: Driver is responsible for securing load, using straps or bars, to ensure that load remains tight against the trailer nose wall.

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37	1,444	Each	43,410.0000			Pet Food	
		Total gross weight (LB):					
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Mark with an "X" to designate hazardous materials as defined in title 49 of the Code of Fed. Reg.

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Shipper Signature / Date:

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Date: 05/23/2024

Trailer Loaded:

By Shipper
By Driver

Freight Counted:

By Shipper
By Driver

Carrier Signature / Date:

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

In case of Broker-arranged shipments, Carrier hereby designates Broker as its agent for the collection of freight charges. Once paid to Broker, Carrier agrees not to hold shipper or consignee liable for any charges.

Signature of Carrier: _____

Date: 5/23/24

DOOR: 437 5/24/24
APP TIME: 10:00 ARR TIME: 9:04
IN TIME: 10:26 OUT TIME: 12:36
1750509203
30217-14

SEAL: BL/TRL:

RECVR: DANETTE FATJO

001750509203 COMMENTS:
ITEM# 52296 REFUSING 90
S/U DUE TO UP SIDE DOWN
PLTS AND DAMAGED PRODUCT.
VERIFIED BY DAVE.

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00175052424100060

DOOR: 437 MONROE TOWNSHIP DR
APP TIME: 10:00 ARR TIME: 5/24/24
IN TIME: 10:26 OUT TIME: 9:04
1750509203
30217-14

SEAL: BL/TRL:

RECVR: DANETTE FATJO

001750509203 COMMENTS:
ITEM# 52296 REFUSING 90
S/U DUE TO UP SIDE DOWN
PLTS AND DAMAGED PRODUCT.
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PAGE 1 OF 1



00175052424100060