

**Bill to:**

AXLE LOGISTICS, INC  
520 W SUMMIT HILL DRIVE ,  
Knoxville,  
TN,  
37902

Invoice Date: 05/28/2024

Invoice #: 1752967

Terms: NET 30

Due Date: 06/28/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/28/2024		24 Appian Way, Smithfield, RI 02917 - 1019 Riverside Dr Suite 3, Vassalboro, ME 04989			
			1	\$783.00	\$783.00

TOTAL
\$783.00

**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**

# Axle Logistics

## Rate Confirmation Agreement

Lumper WILL NOT be paid without preapproval.

\*\*\*No double brokering allowed\*\*\*

Double brokering without prior written authorization will result in forfeiture of payment by Axle to Carrier.

Carrier agrees that it has or will implement tracking technology from pickup to delivery to fit shipper's criteria.

\*\* Carrier's dispatch team agrees to contact Axle's offices upon discovery of any overages, shortages, or damaged product to report discrepancy before leaving the customer's premises.\*\*

**\*\*Axle requests that Carrier name "Axle Logistics, LLC" as an ADDITIONAL INSURED on Carrier's Auto Liability policy\*\***

Payment of undisputed freight charges requires:

- Current Certificates of insurance (auto liability, cargo, and worker's comp).
- Carrier authority, signed Axle Logistics Broker-Carrier Agreement, W-9 information, signed Axle Logistics load confirmation, signed BOL and carrier invoice.
- Documents must be submitted to:
  - o Email to: [invoices@axlelogistics.com](mailto:invoices@axlelogistics.com)
  - o Fax to: 866-534-6005
  - o Mail to: Axle Logistics, LLC 835 N Central St, Knoxville, TN 37917

This Rate Confirmation is deemed accepted by Carrier unless it is rejected within 4 hours of receipt. Notwithstanding the foregoing, receipt of shipment by Carrier constitutes acceptance of and agreement to the terms of this Rate Confirmation.

Any communications regarding this load must be addressed to Axle Logistics' offices and not to its customer.

All charges are included in this Rate Confirmation. No additional charges or fees will be paid.

Detention will be paid ONLY if Axle Logistics is notified ONE HOUR PRIOR to detention occurring and times are clearly marked on BOL's. Axle Logistics Detention Rate: \$30.00 an hour after 2 hours MAX 5 hours to be paid. Detention will not be paid if late/missed appointment occurs. Axle Logistics will not pay detention or layover fees for weather related delays.

To the extent a customer maintains the right to and does impose late fees for missed/late pickups/deliveries, such fines are the responsibility of Carrier. Carrier agrees to the attached requirements from the shipper, if any. If there is any discrepancy between the bill of lading and/or any shipping instructions and the cargo actually tendered (especially for temperature controlled cargo), Carrier shall instruct its driver to contact Axle's offices for further instruction from the shipper. Notwithstanding the foregoing, Carrier agrees that it has the ultimate responsibility to safely and securely load all freight in accordance with all applicable law.

**Fuel Advance Option:** Fuel Advances will only be issued to the contact information for Carrier listed with the FMCSA and Carrier must have elected that it allows fuel advances. Carriers are eligible for 40% of agreed upon rate and no more than \$600.00 a day.

There will be a 4% fee for all advances given including lumpers. **Quick Pay Option:** Quick Pay must be submitted to [quickpay@axlelogistics.com](mailto:quickpay@axlelogistics.com) and will be paid within 2 business days after receipt of all required documents via ACH. Carriers who utilize Axle Logistics' Quick Pay option must be enrolled in Axle Logistics' Quick Pay program. \*There will be a 4% fee for all Quick Pays given.

Carrier is exclusively responsible for following all federal, state, and provincial safety and Hours of Service guidelines to legally and safely transport shipments tendered by Axle Logistics. By accepting this Rate Confirmation, Carrier warrants and agrees that it will follow all rules and regulations concerning its choice of driver(s), including assigning a driver who can perform the transportation services without violating the Hours of Service or Drivers Regulations contained in 49 CFR 395 applicable at the time of acceptance of the shipment. Any property damage or bodily injury that occurs during the course of transit is the exclusive responsibility of Carrier, who is an independent contractor and not an agent or affiliate of Axle Logistics. Freight must not be trans-loaded without prior written approval or payment may be forfeited by Carrier. This Rate Confirmation incorporates the terms and conditions of the Broker-Carrier Agreement signed by Axle Logistics and Carrier or, if the Broker-Carrier Agreement has not been signed by Axle Logistics and Carrier, then the terms and conditions of Axle Logistics' standard Broker-Carrier Agreement that may be found by registering at <https://gohighway.com/go/axle-logistics>. In the event of a conflict between this Rate Confirmation and any Broker-Carrier Agreement between Axle Logistics and Carrier, this Rate Confirmation shall govern as to the provisions in conflict. Carrier understands and agrees that, for shipments sealed at origin or after each additional pickup/drop, the lack of a seal or any seal irregularities noted at destination shall be sufficient to render the shipment unsafe and a total loss, without the need for inspection, at the discretion of the shipper or consignee. Carrier acknowledges that any routing instructions from the shipper are provided for convenience only and that Carrier is solely responsible for choosing the route. Carrier has exclusive responsibility for all cargo tendered hereunder from the time of loading until delivery to the consignee evidenced by a signed delivery receipt.

Axle Logistics, LLC  
835 N. Central Street  
Knoxville, TN 37917  
865-223-6603  
[www.axlelogistics.com](http://www.axlelogistics.com)

AXLE LOGISTICS, LLC  
835 N. Central Street



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Knoxville, TN 37917  
Dispatcher Micah Houston

\*\*\* Load Confirmation \*\*\*

1752967

Phone: (865) 686-8221 Fax: (888) 500-1699 Email: operations6@axlelogistics.com

<b>Carrier:</b>	Royal3 Inc	<b>Contact:</b>	Asta
	Lombard IL 60148	<b>Phone:</b>	
<b>Date:</b>	05/28/2024	<b>Fax:</b>	

<b>Order</b>	<b>Order:</b> 1752967	<b>Commodity:</b>	Batteries (Non-haz)
	<b>Miles:</b> 230.0	<b>Weight:</b>	25235.0
	<b>Temp:</b>	<b>Trailer:</b>	Van (DAT)
	<b>BOL:</b>	<b>Reference:</b>	

<b>PU 1</b>	<b>Name:</b>	East Penn Manufacturing Co Inc	<b>Date:</b>	05/28/2024 0700
	<b>Address:</b>	24 Appian Way		05/28/2024 1630
		SMITHFIELD RI 02917	<b>Contact:</b>	Main
	<b>Phone:</b>	(401) 233-0330	<b>Drvr Ld/Unld:</b>	No driver loading or unload

<b>SO 2</b>	<b>Name:</b>	New England Battery & Tire	<b>Date:</b>	05/29/2024 0730
	<b>Address:</b>	1019 Riverside Dr Suite 3		05/29/2024 1500
		VASSALBORO ME 04989	<b>Contact:</b>	Main
	<b>Phone:</b>	(207) 623-2400	<b>Drvr Ld/Unld:</b>	No driver loading or unload

<b>Payment</b>	<b>Carrier Freight Pay:</b>	\$783.00
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**Instructions**

East Penn Manufacturing Co Inc - EASTLYPA: CARRIER MAY BE SUBJECT TO NON-PAYMENT IF TRAILER SEAL IDENTIFIER IS NOT NOTATED ON BOL AND INTACT UPON ARRIVAL TO DELIVERY LOCATION



ASTA MIJAC

(X) Accept

( ) Decline

Omar Romero  
(305) 968-6737  
ASTA@ROYAL3INC.COM  
719  
W94929



Attn: Micah Houston

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Original Bill of Lading.

The property described below is accepted under the terms and conditions of the bill of lading, and the carrier (the vessel carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to the usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Through Bill of Lading, 1924, as amended, and the bill of lading and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

From **EAST PENN MANUFACTURING CO., INC.**  
At **24 APPIAN WAY SMITHFIELD, RI 02917**

CONSIGNEE  
AND  
DESTINATION

**New England Battery**  
**1019 Riverside Drive (200)**  
**Vassalboro ME 04989 623-2400**

DATE **5/28/24**

BOL NUMBER

CARRIER **↓**

CARRIER'S NO.

BY **ROYAL**

Trl # **W94929**  
Tractor # **719**

ROUTE

DELIVERING CARRIER

CAR OR VEHICLE  
INITIALS & NO.

\* WEIGHT  
(SUBJECT TO CORR.)

CLASS  
OR RATE

Subject to Section 7 of 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.

Per  
(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$  
to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per  
(The signature here acknowledges only the amount prepaid.)

Charges Advanced

C.O.D. SHIPMENT  
C.O.D. Amt.

Collection Fee

Total Charges

NO.  
PACKAGES

HAZARDOUS  
MATERIALS

DESCRIPTION OF ARTICLES, SPECIAL  
MARKS AND EXCEPTIONS

**X**

**UN2794 BATTERIES, WET, FILLED  
WITH ACID 8**

**10**

**PALLET**

\* **THIRD PARTY BILLING**  
**EAST PENN MFG CO, INC**  
**ATTN: FREIGHT PAYMENT**  
**P.O. BOX 147**  
**LYON STATION, PA**  
**19536**

**Seal # 3951992**

TOTAL WEIGHT:

**25235**

P.O. NO.

DELIVERY NO.

EMERGENCY CONTACT:

Call Chemtrec at  
**1-800-424-9300**

**483-7616 in District of Columbia**

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.

\* If the shipment moves between two ports by a carrier by water, the laws requires that the bill of lading shall state whether it is "carrier's or shipper's weight."  
† Shipper's signature is in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.  
Note - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

THIS SHIPMENT IS CORRECTLY DESCRIBED.

† The fibre boxes used for this shipment conform to the specifications set forth in the box makers certificate thereon, and all other requirements of the Consolidated Freight Classification.

CORRECT WEIGHT IS

LBS.

Per

Shipper

**EAST PENN MANUFACTURING CO., INC.**  
**Deka Road - Lyon Station, PA 19536**

Shipper, Per

Agent, Per

Permanent post office address of shipper

**1**  
**X**



RECEIVED, and not to the classifications and liability filed tariffs in effect on the date of issue of this Original Bill of Lading.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his consignee.

From **EAST PENN MANUFACTURING CO., INC.**  
At **24 APPLAN WAY SMITHFIELD, RI 02917**

DATE **5/28/24**

BOL NUMBER

CONSIGNEE AND DESTINATION

**New England Battery**  
**1019 Riverside Drive**  
**Vassalboro ME 04989 (207) 623-2400**

CARRIER **ROYAL**

CARRIER'S NO.

BY **ROYAL**

**Trl # W94929**  
**Tractor # 719**

ROUTE

DELIVERING CARRIER

CAR OR VEHICLE INITIALS & NO.

NO. PACKAGES	HAZARDOUS MATERIALS	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (SUBJECT TO CORR.)	CLASS OR RATE	
463	X 10	UN2794 BATTERIES, WET, FILLED WITH ACID 8  PALLET  * THIRD PARTY BILLING EAST PENN MFG CO, INC ATTN: FREIGHT PAYMENT P.O. BOX 147 LYON STATION, PA 19536  Seal # 3951992	25235		
TOTAL WEIGHT:			25235		

Subject to Section 7 of 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.

Per (Signature of Consignor)  
If charges are to be prepaid, write or stamp here, To be Prepaid.

Received \$  
to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

P.O. NO.

DELIVERY NO.

EMERGENCY CONTACT:

Call Chemtrec at  
1-800-424-9300  
483-7616 in District of Columbia

Per (The signature here acknowledges only the amount prepaid.)  
Charges Advanced

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.

\* If the shipment moves between two ports by a carrier by water, the laws requires that the bill of lading shall state whether it is 'carrier's or shipper's weight.'  
† Shipper's imprint in blue ink stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.  
Note - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

THIS SHIPMENT IS CORRECTLY DESCRIBED.

† The fibre boxes used for this shipment conform to the specifications set forth in the box makers certificate thereon, and all other requirements of the Consolidated Freight Classification.

CORRECT WEIGHT IS

LBS.

Per

Shipper

Total Charges

**EAST PENN MANUFACTURING CO., INC.**  
**Deka Road • Lyon Station, PA 19536**

Shipper, Per

Agent, Per

Permanent post office address of shipper

*[Signature]* **whsc mgr**  
**1**  
**Jim Horak 5/28/24**

<b>C.O.D. SHIPMENT</b>
C.O.D. Amt
Collection Fee
Total Charges