

**Bill to:**

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

Invoice Date: 05/31/2024

Invoice #: 1749404

Terms: NET 30

Due Date: 07/01/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/30/2024		316 Gator Ln, Wytheville, VA 24382, USA - 173 Pepsi Way, Saint Pauls, NC 28384			
			1	\$850.00	\$850.00

TOTAL
\$850.00

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
 - 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 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

AXLE LOGISTICS, LLC
835 N. Central Street



Page 1

Knoxville, TN 37917
Dispatcher Garrett Eakin

*** Load Confirmation ***

1749404

Phone: (865) 356-3142 Fax: (866) 431-5399 Email: Garrett.Eakin@axlelogistics.com

Carrier:	Royal3 Inc Lombard IL 60148	Contact:	Mike Zivanovic
Date:	05/30/2024	Phone:	(630) 485-7370
		Fax:	(630) 485-6980

Order	Order: 1749404	Commodity:	Beverages - Non Alcoholic, No Temp Control
	Miles: 229.0	Weight:	44500.0
	Temp:	Trailer:	Van or Reefer (DAT)
	BOL: 69802330	Reference:	08103999

PU 1	Name: Gatorade - Wytheville	Date: 05/30/2024 0900
	Address: 316 Gator Lane	05/30/2024 0900
	WYTHEVILLE VA 24382	Contact:
	Phone:	Drvr Ld/Unld: No driver loading or unload
	Reference number: KR 69802330	
	Reference number: PO 08103999	
	Reference number: PU 1303045255	
	Reference number: ZZ S20240523:100800	

SO 2	Name: Pepsi Bottling Ventures LLC	Date: 05/31/2024 0800
	Address: 137 Pepsi Way	05/31/2024 1400
	SAINT PAULS NC 28384	Contact: FCFS M-F 08000-1400
	Phone: (910) 865-1600	Drvr Ld/Unld: No driver loading or unload
	Reference number: PO 08103999	
	Reference number: PU 1303045255	

Payment	Carrier Freight Pay:	\$850.00
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Attn: Garrett Eakin

Instructions

Gatorade - Wytheville - PEPSTMO: ===== DISPATCH COMMENT =====

*****Carrier and their driver agree to take full responsibility to inspect the load before leaving the shipper to make sure the product is strapped and/or secured properly to prevent damaged or shifted cargo. Please have the driver confirm that the paperwork received matches the provided load number and receiving address location on this rate confirmation; if anything differs please reach out to an Axle Logistics representative immediately.*****

*****Axle Logistics is not responsible and will not compensate for shifted product or restacking charges, as drivers are given an opportunity to inspect the load for proper securement before departing the shipper.*****

*****The seal must never be broken by anyone other than a PepsiCo approved employee from either the shipper or receiver. If the seal is broken, it can result in a full claim of the product and destruction at the cost of the carrier. If seal is broken by law enforcement, it must be documented and signed on the BOL and the officer should provide a new seal and provide the appropriate paperwork and authorization.*****

*****If all or part of a shipment is rejected by a receiver, the driver must wait on site until given instruction from an Axle Logistics representative. If there is a situation where the seal has already been broken by the receiver and then the driver is asked to leave the receiving facility, the driver must have the trailer resealed by a PepsiCo approved employee and notify an Axle Logistics representative in writing before they exit. Failure to have the trailer resealed in this event could result in a full claim of the load at the responsibility of the carrier.*****

***** To qualify for detention pay, driver is responsible to keep track of in and out time at shipper and/or receiver and must be utilizing the tracking option provided by Axle Logistics for the full duration of the shipment. Driver must be checked in by an employee at the shipper by or before the appointment time on the rate confirmation if one applies. Drivers waiting in line to check-in will not be counted on-time for pick up, only from the time they arrive to the gate.*****



Mike Zivanovic

Dayton
(727) 810-0369

763
H03248



☒ Accept

☐ Decline

Attn: Garrett Eakin

BILL OF LADING

Page 1

Date: 5/30/2024 21:15:59

SHIP FROM
Name: 1008-GATORADE-BLUE RIDGE
Address: 316 GATOR LANE
City/State/Zip: WYTHEVILLE, VA 24382

SID/BOL#: 69802330 FOB:

SHIP TO
Name: IB PBV SAINT PAULS
Address: 137 PEPSI WAY
City/State/Zip: SAINT PAULS, NC 28384-5400

ID: C10970970 FOB:

THIRD PARTY FREIGHT CHARGES BILL TO:
Name: PEPSICO C/O CASS INFO. SERVICES
Address: PO BOX 17608
City/State/Zip: ST LOUIS, MO 63178-7608

Document Number: 10083301741



Appt: Thu May 30 09:00:00
Checkin: Thu May 30 16:12:37
Loaded: Thu May 30 20:50:
Dispatch: Thu May 30 21:15:

Carrier Name: AXLE LOGISTICS LLC
Trailer Number: LIVE03248 ROYAL 3
Seal number(s): 0057296

SCAC: AXLL **CAR MOVE:** 69802330
Pro Number: **LOAD SEQ:**

Freight Charge (freight charges are prepaid unless marked otherwise)

Prepaid Collect 3rd Party

☐ Master Bill of Lading: with attached underlying Bills of Lading

SPECIAL INSTRUCTIONS: OTHERS-Receiving hours 8am and 2pmNo appointment necessaryFor emergencies: please contactJean HunterJean.Hunter@pbvllc.comWork Phone : 910-865-1626Work Cell: 910-308-6869St. Pauls - EscalationAshley PickelIO: 910 865 1634M: 910-500-2362Ashley y.Pickel@pbvllc.comJoshua Oxendine - Loading SupervisorWork

CUSTOMER ORDER INFORMATION						
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT (LB)	Pallet/Slip		ADDITIONAL SHIPPER INFO	
			(Circle One)			
08103999	24	43212	Y	N	RAD-05/30/24 O-8371786166 S-1303045255	
			Y	N		
			Y	N		
			Y	N		
			Y	N		
GRAND TOTAL	24	43211				

HANDLING UNIT				PACKAGE		WEIGHT (LB)	H.M. (X)	CARRIER INFORMATION		LTL ONLY	
QTY	TYPE	QTY	TYPE	COMMODITY DESCRIPTION				NMFC #	CLASS		
								Commodities requiring special or additional attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care.			
								See Section 2(a) of NMFC Item 260			
24	CHEP Pallets	1464	CS - Case	41215	BEV PREP DRY OR LIQ	72160	60				
		48	CS - Case	1997	FOOD STUFFS	73227	60				
24		1512		43211	44819	GROSS WGT	GRAND TOTAL				

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 _____"

COD Amount: \$ _____
Fee Terms: Collect: ☐ Prepaid: ☐
Customer check acceptable: ☐

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

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

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

Signature _____ Shipper

CARRIER SIGNATURE/PICKUP 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.

Trailer Loaded:

☒ By Shipper
☐ By Driver


Freight Counted:

☐ By Shipper
☐ By Driver/pallets sold to
☐ By Driver/Pieces

[Signature]

Date: 5/30/2024 21:15:59

BILL OF LADING

SHIP FROM Name: 1008-GATORADE-BLUE RIDGE Address: 316 GATOR LANE City/State/Zip: WYTHEVILLE, VA 24382 SID/BOL#: 69802330 FOB:		Document Number: 10083301741  (402) 10083301741	Appt: Thu May 30 09:00:00 Checkin: Thu May 30 16:12:37 Loaded: Thu May 30 20:50: Dispatch: Thu May 30 21:15:
SHIP TO Name: IB PBV SAINT PAULS Address: 137 PEPSI WAY City/State/Zip: SAINT PAULS, NC 28384-5400 ID: C10970970 FOB:		Carrier Name: AXLE LOGISTICS LLC Trailer Number: LIVE03248 ROYAL 3 Seal number(s): 0057296 SCAC: AXLL CAR MOVE: 69802330 Pro Number: LOAD SEQ:	
THIRD PARTY FREIGHT CHARGES BILL TO: Name: PEPSICO C/O CASS INFO. SERVICES Address: PO BOX 17608 City/State/Zip: ST LOUIS, MO 63178-7608		Freight Charge (freight charges are prepaid unless marked otherwise) Prepaid _____ Collect _____ 3rd Party _____ <input type="checkbox"/> Master Bill of Lading: with attached underlying Bills of Lading (check box)	
SPECIAL INSTRUCTIONS: OTHERS-Receiving hours 8am and 2pm No appointment necessary For emergencies: please contact Jean Hunter Jean.Hunter@pbvllc.com Work Phone : 910-865-1626 Work Cell: 910-308-6869 St. Pauls - Escalation Ashley Pickel O: 910 865 1634 M: 910-500-2362 Ashley y.Pickel@pbvllc.com Joshua Oxendine - Loading Supervisor Work			

CUSTOMER ORDER INFORMATION

CUSTOMER ORDER NUMBER	# PKGS	WEIGHT (LB)	Pallet/Slip (Circle One)		ADDITIONAL SHIPPER INFO
08103999	24	43212	Y	N	RAD-05/30/24 O-8371786166 S-1303045255
			Y	N	
			Y	N	
			Y	N	
			Y	N	
GRAND TOTAL		24	43211		

CARRIER INFORMATION

HANDLING UNIT		PACKAGE		WEIGHT (LB)	H.M. (X)	COMMODITY DESCRIPTION	LTL ONLY	
QTY	TYPE	QTY	TYPE			Commodities requiring special or additional attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. <small>See Section 2(a) of NMFC Item 360</small>	NMFC #	CLASS
24	CHEP Pallets	1464	CS - Case	41215		BEV PREP DRY OR LIQ	72160	60
		48	CS - Case	1997		FOOD STUFFS	73227	60
24		1512		43211		44819	GRAND TOTAL	

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 _____."

COD Amount: \$

Fee Terms:

Collect: ☐Prepaid: ☐Customer check acceptable: ☐

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

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

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

Signature

Shipper

Jeff M. 5-31-24
0944

Trailer Loaded:

☒ By Shipper☐ By Driver

Freight Counted:

☐ By Shipper☐ By Driver/pallets said to☐ By Driver/Pieces

CARRIER SIGNATURE/PICKUP 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.

[Signature]

Packing List

Ship From:

1008-GATORADE-BLUE RIDGE
316 GATOR LANE
WYTHEVILLE, VA 24382

Ship To:

IB PBV SAINT PAULS
137 PEPSI WAY
SAINT PAULS, NC 28384-5400

Order Number: 8371786166

Order Type: ZOR

Customer PO Number: 08103999

Customer PO Date: 05/22/2024

Carrier Move ID: 69802330

Carrier Name: AXLE LOGISTICS LLC

Trailer Number: LIVE03248 ROYAL 3

Warehouse ID

1008

Third Party Freight Charges Bill To :

PEPSICO C/O CASS INFO. SERVICES
PO BOX 17608
ST LOUIS, MO 63178-7608

Notes:

HANDLING UNITS : CHEP 24

Item Number	Description	Platform	Lot Number	Inv Status	Gross Weight	Quantity
10052000002840009	QTG 16.9OZ PL PRPL BLK CHE 6/4	CHEP	042224GY	SHIP	1692.00	60
10052000002857009	QTG 16.9OZ PL PRPL PCH 6/4	CHEP	033024NR	SHIP	1692.00	60
10052000042143000	GA LQ G ZERO SUGAR CRE 20OZ 24CS GC	CHEP	041924RV	SHIP	1838.38	54
10052000047902001	GATORLYTE 12CT 20 FL OZ ORANGE- REDESIGN	CHEP	031324UE	SHIP	1764.60	102
10052000121961004	GA LQ 12OZ 2/12PK FRT PUN COC	CHEP	050324RV	SHIP	1696.00	80
10052000122517003	GA LQ FST 12OZ 2/12 PK GLC FRZ COC	CHEP	050424RV	SHIP	1696.00	80
10052000129356004	GA LQ 12OZ 4/6PK ORANGE GAMER	CHEP	051324RV	SHIP	1696.00	80
10052000135135010	GA 28OZ 15CS FRT PUN	CHEP	050724RV	SHIP	3560.40	120
10052000135142011	GA 28OZ 15CS OR	CHEP	041224RV	SHIP	3560.40	120
10052000135173005	GA LQ CRE 28OZ 15CS CBR	CHEP	050724RV	SHIP	3560.40	120
10052000135197007	GA LQ 28 OZ 15CT PL GLC FRZ	CHEP	052124RV	SHIP	1780.20	60
10052000208082006	A LQ FST 20OZ 3/8PK GLC FRZ COC	CHEP	051624RV	SHIP	3736.80	108

Packing List

Item Number	Description	Platform	Lot Number	Inv Status	Gross Weight	Quantity
10052000208099006	GA LQ FST 20OZ 3/8PK RIP RSH COC	CHEP	051624RV	SHIP	1868.40	54
10052000241232010	GA LQ CRE 24OZ 24CS CBR KENNY	CHEP	050524AZ	SHIP	1996.80	48
10052000328667008	GA LQ CRE 20OZ 24CS FRT PUN COC	CHEP	040724RV	SHIP	1868.40	54
10052000328681009	GA LQ CRE 20OZ 24CS LL COC	CHEP	052924RV	SHIP	5605.20	162
10052000506485013	QTG 16.9OZ PL PRPL GRP 6/4	CHEP	040324NR	SHIP	1692.00	60
52000014846000	PPL LQ 500ML PL 18CT VAR	CHEP	030224UD	SHIP	1908.00	90

Total Quantity:	1,512
Gross Weight:	43212