

**Bill to:**

Spot Freight
445 North Pennsylvania Ste 701,
Indianapolis,
IN,
46201

Invoice Date: 06/10/2024

Invoice #: S2323670

Terms: NET 30

Due Date: 07/10/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/09/2024		Premium Waters, 5651 Alliance Gateway Fwy Ste 100, Fort Worth, TX 76177 - AWG / ROYS CARDINAL FOODS-OK, 621 W.O.K. North, Wilburton, OK 74578			
			1	\$675.00	\$675.00

TOTAL
\$675.00

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



251 NORTH ILLINOIS STREET
SUITE 1200
INDIANAPOLIS, IN 46204
PH #: 866-971-SPOT (7768)
FAX #: 317-635-6357

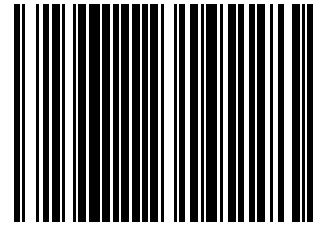
Email: logistics@spotinc.com

Standard

Carrier Rate Confirmation

CARRIER TO CHECK IN WITH AND OBTAIN LOAD
REQUIREMENTS FROM SPOT FREIGHT 866-971-7768
OPTION # 1

S2323670



SHIPMENT DETAILS

Carrier: **ROYAL3 INC C17780**

Shipment #	# of Pick ups	# of Deliveries	Origin	Destination	Team Required
S2323670	1	1	Fort Worth, TX 76177	Wilburton, OK 74578	No

Miles	Weight*	Pickup Date & Time	Delivery Date & Time
208.70	45444.96	6/9/2024 14:00:00	6/10/2024 8:00:00 - 6/10/2024 14:00:00

*This is an approximate weight. Spot Freight will not be held liable if the actual weight does not match the weight on the rate confirmation.

Special Instructions

D2315324: Driver will not be able to check in more than an hour early for their pickup appointment. Tracking is REQUIRED. Carrier must submit FULL POD and Packing Sheets within 48 hours of delivery to receive payment. Lumper receipts must be submitted within 48 hours for reimbursement and to avoid short paying. Carrier must notify Rate Confirmation sender IMMEDIATELY after 2 hours for detention/layover requests. Customer will not reimburse detention/layover time at FCFS facilities.

References

BOL - 25639563

PICKUP - 10369426-SZ-00001

PO - 25234

SID - R5639563

RATE DETAILS

Description	Type	Units	Method	Rate	Total
Line Haul	Flat	1.00	Flat	\$570.65	\$570.65
Fuel Surcharge	PerMile	208.70	PerMile	\$0.50	\$104.35
					\$675.00

FREIGHT DETAILS

Equipment Requirements	Dry (Van)	Shipment Requirements	
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Stop #1

Premium Waters
5651 Alliance Gateway Fwy Ste 100
Fort Worth, TX 76177

Pickup:

6/9/2024 14:00:00

Load Style:

Live

Distance:

0

Order :

D2315324

Directions:

Carrier Instructions:

Driver Instructions:

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
45444.96	Skid (19)	No	Bottled Water			

Stop #2

AWG / ROYS CARDINAL FOODS-OK
621 OK-2 North
Wilburton, OK 74578

Dropoff:

6/10/2024 8:00:00 - 6/10/2024 14:00:00

Load Style:

Live

Distance:

208.7

Order :

D2315324

Directions:

Carrier Instructions:

Driver Instructions:

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
45444.96	Skid (19)	No	Bottled Water			

Type	Reference #
PICKUP	10369426

Type	Reference #
Delivery Number	25234

*This is an approximate weight. Spot Freight will not be held liable if the actual weight does not match the weight on the rate confirmation.

STANDARD LUMPER POLICY

Lumper and other receipt policy: Receipts must be submitted at <https://myspotcarrier.com/> or on our RED Driver app or can be emailed to spotbilling@spotinc.com within 2 business days of delivery unless stated otherwise in the special instructions on your rate con. It is the responsibility of the carrier to upload or email any receipts associated with the shipment.

Note: Spot, Inc. will not send updated rate confirmations with lumper amounts added. We will reimburse but only if the above steps are followed.

STANDARD TERMS AND CONDITIONS (Version 10/1/15):

THIS FREIGHT IS NOT TO BE CONSOLIDATED WITH ANY OTHER FREIGHT WITHOUT WRITTEN PERMISSION FROM SPOT FREIGHT. THE PROVIDED RATE IS FOR EXCLUSIVE USE OF EQUIPMENT ONLY.

BY ACCEPTING THIS SHIPMENT FOR TRANSPORTATION, REGARDLESS OF WHETHER SIGNED BELOW, CARRIER AGREES THAT THE FOLLOWING STANDARD TERMS AND CONDITIONS APPLY ON THIS AND ANY SUBSEQUENT SHIPMENTS TENDERED TO IT BY SPOT FREIGHT (UNLESS A MORE RECENT VERSION OF THESE TERMS AND CONDITIONS IS SUBSEQUENTLY PROVIDED TO CARRIER BY SPOT FREIGHT).

NOTE : Some shippers / consignees have accessorial requirements or rates that differ from Spot Freight's standard requirements and rates. Those requirements and rates will be listed in the "Special Instructions" section on the rate confirmation and will supersede the standard requirements and rates below.

DIRECTIONS & REQUIREMENTS

Any directions given by Spot Freight, or its customers, whether orally or electronically are for information purposes only.

It is the carrier's sole responsibility to confirm that it may lawfully and safely operate its vehicle and contents over any road, highway, bridge, and/ or route. Carrier shall be solely responsible for any fines, penalties, or citations that may be levied as a result of operating its vehicle and contents in a way that may be in violation of any regulation, law, or ordinance. Carrier is responsible for compliance with all FMCSA rules and regulations, including but not limited to Hours of Service compliance. Carrier warrants the driver assigned to this shipment has sufficient hours available to complete the delivery and remain in compliance with the Hours of Service rules. In the event Spot Freight is erroneously listed as the "carrier" on the Bill of Lading, the Carrier agrees that Spot Freight's role is as a property broker only and despite any incorrect designation on the Bill of Lading, Carrier is, for all purposes, the "carrier".

STANDARD DRIVER RESPONSIBILITIES

1. By signing the Bill of Lading ("BOL") the driver agrees to be responsible for the condition and count of the load and the way it is loaded. If Driver is requested to count and verify the pallet count, piece count or condition of the product by shipper, the driver agrees to verify that such information on the BOL is correct.
2. Driver agrees to confirm that the information on the BOL (Pallet Count, Weight, Product, Shipper location(s) and Consignee Location(s)) matches the order information on the load confirmation sent to the carrier. In the event that the BOL does not match the rate confirmation, the driver / carrier agrees to notify Spot Freight at 866.971.7768 ext. 101 before leaving the shipper's facility. If Driver does not notify Spot Freight, then the Carrier agrees to pay all costs and expenses incurred by Spot Freight as a result of driver's failure to match information on the BOL to the order information on the load confirmation sent to the carrier.
3. Driver agrees to leave all sealed loads sealed until broken by the consignee or designated party.

If driver breaks seal without permission or does not put seal provided on the trailer, Carrier agrees to pay claimant for full value of the freight. Carrier is responsible for freight charges to return rejected product to reconsigned location specified by Spot Freight. Carrier will also be responsible for any consequential damages, production downtime or other claims related to broken seals, failure to seal load, late delivery or other service failures.

4. Driver agrees to call Spot Freight at 866.971.7768 ext. 101 immediately for any expected pickup or delivery delays, safety or claim issues.

STANDARD ACCESSORIAL POLICY

In order to be eligible for accessorial payment, all of the following requirements MUST be completed. Carrier agrees that failure to meet the requirements will result in a forfeiture of reimbursement/compensation. Accessorial rates may vary by shipment.

1. CARRIER MUST BE ON TIME FOR SCHEDULED APPOINTMENT. DRIVERS THAT ARRIVE LATE ARE NOT ELIGIBLE FOR COMPENSATION.
2. After 2 hours at the facility, Carrier must notify broker/company contact listed above that the truck is being held and detention is being requested.
3. Arrival and Departure times should be documented on the BOL/POD with the times signed or stamped by shipper/consignee. If shipper/consignee refuses to sign, then Spot Freight must be notified of in/out times upon actual arrival/departure. In such instances, ELD/GPS tracking may be accepted as proof of arrival/departure times and will need to be submitted within seven (7) days of delivery.
4. All requests for accessorials must be submitted within 12 hours of delivery. An accessorial request can be submitted either via www.red-trucks.com carrier portal by creating a new case within the shipment, or via our website at www.spotinc.com. All requests must include a clear, legible copy of the BOL/POD or the request will not be processed.

In order for freight charges to be paid, Carrier agrees to submit the following.

STANDARD INVOICING REQUIREMENTS

1. Carrier invoice referencing Spot Freight's order number.
2. Signed Bill of Lading.
3. Lumper receipts or accessorial receipts when applicable.
4. Any other load specific documents that may be required.

STANDARD PAYMENT OPTIONS FOR SUBMITTING INVOICES

1. Email documents to: spotbilling@spotinc.com
2. Upload invoice to www.red-trucks.com
3. Mail to: Spot Freight, Inc. 251 North Illinois Street Suite 1200, Indianapolis, IN 46204

QUICKPAY OPTIONS FOR SUBMITTING INVOICES

1. Email documents to: quickpay@spotinc.com
2. Upload documents to www.red-trucks.com

PAYMENT OPTIONS

NOTE: ALL SAME DAY PAYMENT REQUESTS MUST BE MADE BEFORE 3 P.M. EST

1. STANDARD PAYMENT: Approximately 28 days upon receipt of paperwork, a check will be mailed to your address
 2. QUICK PAY: Upon receipt of paperwork (prior to 3pm EST), an ACH payment (funds in 1-2 business days) will be issued. A fee of 5% or \$10.00, whichever is greater, will be assessed. Quickpay invoices that are not sent to quickpay@spotinc.com will not be guaranteed same day, but will be assessed the applicable fee when issued.
 3. FUEL ADVANCES: WILL NOT BE ISSUED TO FIRST TIME CARRIERS
- * Will only be processed after verification that the freight has been loaded and we receive a copy of the BOL.
 - * Spot Freight will advance 40% of the total rate less 5% and a \$10.00 fee.
4. **Any T Chek Code that has a balance after 5 months from the issue date will be voided and all funds will be forfeited.**

OTHER STANDARD TERMS AND CONDITIONS

- * Carrier agrees to the terms herein in addition to those in the Broker-Carrier Agreement previously executed with Spot Freight.
- * Spot Freight, as a broker, will not be responsible for any delays, shortages, loss or damage to the shipments transported by carrier.
- * Spot Freight, in its sole discretion, shall be entitled to deduct for any loss, delay, shortage or damage from any freight charges that may be owed to the Carrier. LATE DELIVERIES MAY INCUR FINES.
- * Additional compensation will not be paid on loads that are over the tendered weight.
- * Carrier agrees to have its drivers obtain a signed bill of lading or delivery receipt from the consignee upon delivery of the load.
- * "Double-Brokering" is prohibited and Carrier shall remain primarily liable for any personal injury, including death, and/or delay claim arising from double brokering to the extent that Carrier would be liable if it performed the transportation directly. In addition, Carrier will be the sole party responsible for compensating the substitute service provider who transported the shipment and shall defend, indemnify and hold Spot Freight harmless from any demands for unpaid freight charges, including attorney fees. If broker and / or its customers remit payment to the substitute service provider, then Carrier agrees that the transportation charges on that particular shipment will be considered paid in full to Carrier.
- * Carrier agrees that it will look solely to Spot Freight for the payment of its charges and that it will not contact or pursue Spot Freight's customers or the shipper or consignee for payment of freight, accessorial or other charges owed to Carrier, and waives any right it may have to pursue anyone other than Spot Freight for payment of freight charges.
- * By accepting this shipment for transportation, Carrier agrees to all terms and conditions. Carrier warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and that it holds unexpired liability insurance for at least \$1,000,000.00 USD and unexpired cargo damage insurance of at least \$100,000.00 USD, with no exclusions noted for the cargo type being transported on this order and no exclusions that would preclude insurance coverage in the event of personal injury or death.
- * Carrier shall indemnify broker and any shipper, consignee or receiver of freight from any claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, representative or agent of Carrier or any other person acting through or on behalf of Carrier, in connection with any act or omission of any person, including any acts or omissions of employees or agents of Carrier, while on or about the premises of any shipper, consignee or receiver of freight, and including without limitation any claims resulting from or caused in part by the negligence of broker and any shipper, consignee or receiver of freight, excepting only claims resulting from or caused by the sole negligence of the shipper, consignee, or receiver of freight.
- * Just in time shipment: Spot Freight reserves the right to repower trailer in the event of breakdown or if the driver is running behind.
- * Just in time freight: Late loads risk production issues including, and not limited to: late delivery fines, production downtime claims and rejected loads. Carrier is responsible for returning load in the instance of a rejected load.
- * Spotted Lanternfly (SLF) Permit Regulations: All carriers agree to hold and carry the proper permits within SLF quarantine areas. PA permits are acknowledged and accepted in ALL states that have quarantined counties. Quarantined counties are located in PA, NJ, VA, DE, NY, MD, WV. PA training and permits are free of charge. Any commercial vehicle moving in, to, and from the quarantined counties in these states MUST have a permit on hand. In the event that the carrier does not comply, they are subject to fines and will not be reimbursed by Spot for any fines assessed for failure to comply.*
- * Carrier represents and warrants that it is responsible at all times for ensuring Carrier itself, all drivers and its equipment used to provide services in or through the state of California are in compliance with all regulations and requirements promulgated under California Air Resources Board's ("CARB") Transport Refrigeration Unit ("TRU") Airborne Toxic Control Measure ("ATCM") regulations, Truck and Bus regulations and Greenhouse Gas Regulation. Further Carrier also represents and warrants that it maintains compliance with any other state or federal regulations regarding emissions standards. Carrier agrees to provide evidence supporting any such compliance to Spot upon request.

HAZARDOUS MATERIALS

In the event Carrier is requested to transport hazardous materials or waste requiring vehicle placarding under 49 C.F.R Part 181, Carrier represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, Carrier shall provide Broker with a copy of all such federal and state permits and registrations. Carrier further represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R Part 126(F). Carrier further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. Carrier and its drivers shall comply with all federal, state, and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 181, and 48 C.F.R. Part 397. Carrier shall indemnify and hold Spot Freight, the consignor and the consignee harmless from any fines or penalties arising out of the transportation of the shipment by Carrier.

TEMPERATURE CONTROLLED REQUIREMENTS

****Refrigerated units MUST have the capability to download an electronic record of the unit's temperature throughout the entire transit within 24 hours of request by Spot. In the event of a cargo claim, Carrier WILL BE FULLY LIABLE for any cargo damage, if a reefer download is not available to prove product was held at proper temperature.****

1. Carrier represents and warrants that it shall ensure all equipment used to provide services in or through the State of California and any other state under this Agreement is compliant with California and all other state laws, including, but not necessarily limited to all regulations and requirements promulgated under California Air Resources Board's ("CARB") Transport Refrigeration Unit ("TRU") Airborne Toxic Control Measure ("ATCM") regulation, Truck and Bus regulation and Greenhouse Gas Regulation.
2. Should Carrier elect to or be directed to utilize a trailer that has a Transport Refrigeration Unit ("TRU" or "Reefer"), regardless of whether the unit will be in operation or not during the transport of this load, Carrier or its agent certifies that any such unit will be in compliance with the in-use requirements of California's TRU regulations as stated above.
3. For details on these requirements, visit website http://www.arb.ca.gov/diesel/tru/documents/tru_borchure2.pdf
4. Broker's compliance with CARB regulations and attendant administrative requirements is required by state regulation and as such does not constitute control over the Carrier or its drivers, nor establish between Broker and Carrier or its drivers any agency, joint venture, partnership or any relationship other than that of an independent contractor.
5. Carrier represents that its Cargo and Reefer Breakdown insurance have NO policy exclusions that will jeopardize coverage of the freight in case of a claim. In the event that the Carrier made an error or omission in regards to an exclusion, Carrier agrees to pay full value of the damaged freight.
6. Carrier shall defend, indemnify, and hold Spot Freight, the consignor and the consignee harmless from any fines or penalties arising out of the transportation of the shipment by Carrier.
7. Carrier is required to verify shipment temperature at origin is within the acceptable range. Failure to verify shipment temperature shall preclude Carrier from asserting the product was out of temperature at origin.

Carrier Name: _____ **Date:** _____

By its Authorized Agent: _____



Please visit www.red-trucks.com to update information on this shipment

PLEASE UPLOAD RATE CONFIRM TO RED-TRUCKS.COM OR EMAIL TO: RATECONFIRMS@SPOTINC.COM
ADDITIONALLY, RATE CONFIRMATIONS AND INVOICES CAN BE FAXED TO: 317-638-2869

Order # : 10369426
Shipment # : 25639563

Page: 1 of 1
ORIGINAL - NON NEGOTIABLE
STRAIGHT BILL OF LADING - SHORT FORM

BOL NO.
07289110063103380

Received, subject to the classification and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading

****DO NOT DOUBLE STACK PALLETS****

The property described below, in apparent good order, except as noted (contents and conditions of contents of package unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this 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 own 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 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 Straight Bill of Lading set forth (1) in the Uniform Freight classification in effect on the date hereof, if this is a rail or 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 be the shipper and accepted for himself and his assigns.

FROM: 817 541-5000
102 PWI Fort Worth TX
5651 Alliance Gateway
Fort Worth TX 76177

CONSIGNEE TO 918 465-2452
104078 Roys Cardinal Foods-OK
621 Hwy 2 North
0069430624380
Wilburton OK 74578

Scheduled Ship Date	Shipping Date	Customer P.O. NO.	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.		
6/9/2024	6/9/2024	25234			
Freight Handling Code:	DEL	DELIVERED			
Carrier:	ROYAL3				
Car or Trailer NO. (Pro Number)	289475				
SCAC:	SFIK		Seal NOS.	816819	
Quantity Shipped	UOM	Product Number	Product Description	Description 2	NMFC Gross Weight

Order Instructions:
SOLO str 4380

1,596.00	CA	501980	Best Choice Drk .5L 24pk RF	PECO LCU 84plt OFS	FAK	45,444.2007
10369426	SZ 00001	Customer Item:	Alt Item #: 501980	1,512.00 CA	Pallet Count=	19
		Best By: 5/30/2026	1.000	Lot/SN 788722	Qty	84.00 CA
		Best By: 5/25/2026	1.001	Lot/SN 789656	Qty	1,512.00 CA
Total All Cases					1,596.00 CA	
Total All Pallets					19 PL	
					45,444 LB	

Send Prepaid Freight Bills to Shipper:
Premium Waters, Inc. 2100 Summer Street NE Suite 200 Minneapolis, MN 55413

Permanent Post Office Address of Shipper:
PWI Fort Worth TX 5651 Alliance Gateway Fort Worth TX 76177

* If the shipment moves between two ports by a carrier by water, the law requires the bill of lading shall state whether it is "carrier's or shipper's weight" NOTE - Where 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 not be exceeding per

Pallets In: Driver Scheduled Appt Date: 6/9/2024
Pallets Out: Driver Scheduled Appt Time: 1400
Driver Actual Check In Date: 6/9/2024
Driver Actual Check In Time: 132707

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

Received, the property described above in apparent good order, except as noted
Seal has been provided to driver. Driver is responsible for application of seal.

Shipper Premium Waters, Inc. Fort Worth TX

Carrier ROYAL3 Date NO. of Pieces

Per Signature  Date 6/9/2024

Per Signature  Departure Date 6/9/2024 Time 152522

Print Name LARRY ADKINS

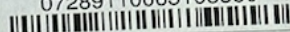
Print Name HUBERTO RODRIGUEZ

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Order # : 10369426
Shipment # : 25639563

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ORIGINAL - NON NEGOTIABLE
STRAIGHT BILL OF LADING - SHORT FORM

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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 be the shipper and accepted for himself and his assigns.

FROM: 817 541-5000
102 PWI Fort Worth TX
5651 Alliance Gateway
Fort Worth TX 76177

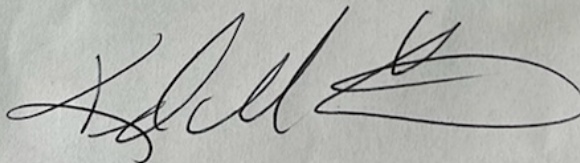
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104078 Roys Cardinal Foods-OK
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0069430624380
Wilburton OK 74578

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6/9/2024	6/9/2024	25234			
Freight Handling Code:	DEL	DELIVERED			
Carrier:	ROYAL3		(signature of consignor) (date)		
Car or Trailer NO. (Pro Number)	289475				
SCAC:	SFIK		Seal NOS.	816819	
Quantity Shipped	UOM	Product Number	Product Description	Description 2	NMFC Gross Weight

Order Instructions:
SOLO str 4380

1,596.00	CA	501980	Best Choice Drk .5L 24pk RF	PECO LCU 84plt OFS	FAK	45,444.2007
10369426	SZ 00001	Customer Item:	Alt Item #: 501980	1,512.00 CA	Pallet Count=	19
		Best By: 5/30/2026	1.000	Lot/SN 788722	Qty	84.00 CA
		Best By: 5/25/2026	1.001	Lot/SN 789656	Qty	1,512.00 CA

Total All Cases 1,596.00 CA
Total All Pallets 19 PL
45,444 LB



Send Prepaid Freight Bills to Shipper:
Premium Waters, Inc. 2100 Summer Street NE Suite 200 Minneapolis, MN 55413

Permanent Post Office Address of Shipper:
PWI Fort Worth TX 5651 Alliance Gateway Fort Worth TX 76177

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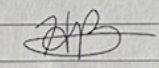
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Shipper Premium Waters, Inc. Fort Worth TX

Carrier Date NO. of Pieces
ROYAL3

Per Signature  Date 6/9/2024

Per Signature  Departure Date 6/9/2024 Time 152522

Print Name LARRY ADKINS

Print Name HUBERTO RODRIGUEZ

****DO NOT DOUBLE STACK PALLETS****

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