

Bill to:

U.S Xpress Logistics

Louisville,

KY,

40209

Invoice Date: 06/19/2024 Invoice #: 4501242 Terms: NET 30 Due Date: 07/19/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/18/2024		100 Busch Dr NE, Cartersville, GA 30121, USA - 10885 Clydesdale court, Walton, KY 41094, USA			
USA		1	\$1,200.00	\$1,200.00	

TOTAL	
\$1,200.00	

# 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



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

Carrier Must Reference Ord#: 4501242 on invoice to expedite payment process.

Detention is waived if Carrier misses their Appointment time

Carrier: BRZ

VENUS, TX

708-303-5150

Order#: 4501242

**RIKBUR** 

Segment#

4579263

**Equipment VAN** 

Type:

Size:

Miles: 383

Origin Pick LIVE LOAD

Final Delivery: LIVE

**UNLOAD** 

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

# Dispatch Instructions:

Driver must say they are picking up and delivering for US Xpress Logistics.

Carrier must notify ÚS Xpress Logistics if they will be late to a pick up or delivery appointment. If an appointment is missed, US Xpress Logistics will reschedule the appointment for the next available appointment time with the customer. US Xpress Logistics will not be financially responsible to Carrier for any costs incurred by Carrier due to US Xpress Logistics 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 US Xpress Logistics 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 US Xpress Logistics by Carrier immediately and approved by US Xpress Logistics in writing in order to be paid. In order for Carrier to receive payment for detention, Carrier must provide US Xpress Logistics at least thirty (30) minutes' notice prior to detention taking effect, send the IN and OUT times on the Bill of Lading, and receive US Xpress Logistics' 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 US Xpress Logistics 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 US Xpress Logistics 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 US Xpress Logistics due to Carrier's failure to notify US Xpress Logistics' 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.

Carrier shall not make any alterations or repairs to U.S. Xpress equipment without the prior approval of U.S. Xpress. For notice and approval regarding U.S. Xpress trailer maintenance, damage, or repairs, contact the USX Carrier Rep for this load at their direct phone number listed at the bottom of this rate confirmation, or contact the general U.S Xpress Logistics phone number at 866-266-7270 and follow the prompts for carriers assistance.

> Total Weight: 43.500 **LBS**

\$1,200.00 Ord# 4501242 Total Pay(USD):

> \$1,200.00 Linehaul Pay:

Fuel Surcharge: \$0.00

Add. Accessorials: \$0.00

Service Bonus: \$0.00

#### **Order Comments:**

BOL#: 29624065 USX SHIPMENT ID: 01-6095894

FRT DETAIL PO #: 29624065

MBOL# 29624065 2 LOAD BARS OR STRAPS NEEDED MIN OF HALF TANK OF FUEL SLIDE TAN DEMS TO THE REAR AT CHECK IN DRIVERS MUST AGREE TO WEIGHTS BEFORE BOL IS PRINTEDONCE BOL IS PRINTED, LOAD IS THE CARRIER S RESPONSI BILTY IF DRIVER IS UNCOMFORTABLE: WIT H THE WEIGHT, THE BREWERY WILL REWORK THE LOAD IF THE BOL IS NOT PRINTED Y ETCONTACT US X ACCOUNT MANAGER WITH ANY QUESTIONS ASAP:

SHIPPER NOTES: \*\*ALL ANHEUSER BUSCH LOADS CAN WEIGH UP TO 44500 LBS - ADDITIONAL MONIES WILL NOT BE PAID FOR WEIGHT DISCREPANCIES. DRIVER MUST SIGN WEIGHT AGREEMENT BEFORE EXITING SHIPPER\*\* \* 2 LOAD BARS OR 2 STRAPS REQUIRED \*REQ 2 LOAD BARS/2 STRAPS

MIN 1/2 TANK FUEL

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\*REQ 2 LOAD BARS/2 STRAPS

\*MIN 1/2 TANK FUEL

\*TANDEMS SLID TO REAR OF TRAILER PRIOR TO CHECK IN DRIVERS MUST AGREETO WEIGHTS B4 BOL PRINTED ONCE PRINTEDTHE LOAD IS THE RESPONSIBILITY OF CARRIER. IF DRIVER IS NOT COMFORTABLE WITH WEIGHT, BREWERY WILL REWORK NOT AFTER BOL IS PRINTED. PROTECT FROM FREEZE CARRIER IS RESPONSIBLE FOR SECUREMENT OF LOAD BEFORE DEPARTING SHIPPER, USX IS NOT LIABLE FOR RE-WORK COSTS ON SHIFTED LOADS. ORIGINAL SEAL MUST REMAIN IN TACT FOR LIFE OF THE LOAD UNLESS CARRIER HAS WRITTEN PERMISSION DIRECTLY FROM USX TO REMOVE ORIGINA NO ADDITIONAL MONIES SUCH AS TONU, LAYOVER, DETENTION, ETC. WILL BE PAID UNLESS GPS TRACKING IS PROVIDED PROVING ON TIME ARRIVAL.

Company	Pallets/Pcs	Appointment Type	Early	Late	Weight UOM
P/U Point CRTV BREWERY ANHEUSER 100 BUSCH DR CARTERSVILLE.GA/BAR 30121	1	Appt Set	6/18/2024 10:00 AM	6/18/2024 10:00 AM	43500LBS
Commodity: UNKNOWN		Pickup Reference #:2962406 MBOL:29624065, Frt Detail F			
D/R Point CHAS SELIGMAN 10885 CLYDESDALE CT WALTON,KY/BOO 41094	1	Appt Set	6/19/2024 6:00 AM	6/19/2024 6:00 AM	43500LBS
Commodity: UNKNOWN		Pickup Reference #:2962406 MBOL:29624065, Frt Detail F			

Luke Miche

Carrier Rep: JOSH DAVIS Carrier Contact Name: DAMIAN CAGNOLATTI Date:

# Terms and Conditions: U.S. Xpress Logistics hereby referred to as USX Logistics

- 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 USX
  Logistics 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.
- USX Logistics 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 USX
  Logistics. Carrier agrees to look solely to USX Logistics for
  payment and shall not make any demand upon USX Logistics'
  customer ("Shipper") for payment. Shipper is a third party
  beneficiary of this Agreement. USX Logistics will have the
  right to offset payments owed to Carrier upon a claim by USX
  Logistics 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 USX Logistics (and Shipper) that it meets the following criteria and that it shall promptly notify USX Logistics (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 damage 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.

Carrier agrees that all freight tendered to it by USX Logistics shall be transported on equipment operated only under the authority of Carrier and Carrier shall not in any manner subcontract or broker

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

- If a shipment is rejected by Consignee, USX Logistics 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 USX Logistics.
- If Carrier cannot complete delivery as agreed, USX Logistics may take whatever steps necessary to have such shipment completed, with Carrier responsible for any extra costs incurred by USX Logistics 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 USX Logistics 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 USX Logistics constitutes confirmation of and agreement to all information and terms and conditions set forth above and posted at <a href="http://www.usxpress.com">http://www.usxpress.com</a>.

Carrier Rep: JOSH DAVIS Carrier Contact Name: DAMIAN CAGNOLATTI Date:







SAME DAY

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

# **Payment Inquiries**

Login to TriumphPayor 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: JOSH DAVIS Carrier Contact Name: DAMIAN CAGNOLATTI Date:

<sup>\*</sup>Paid within terms from date of receipt of all correct paperwork.



# If this load is Power Only utilizing U.S. Xpress Trailers, please see the information below:

- Carriers must have a signed Equipment Interchange and Indemnification Agreement on file with U.S. Xpress prior to hauling a U.S. Xpress trailer. Carriers can access the Agreement in their RMIS account.
- Carriers must communicate to the booking rep listed on the Rate Confirmation and the Carrier Service Team (carrierservice@usxpress.com), the trailer number picked up or dropped, prior to leaving the facility. Failure to do so will result in a rate reduction.
  - o Carrier is required to return a U.S. Xpress trailer to an agreed upon location.
  - Carrier shall have 48 hours + the required transit of the headhaul to return the trailer.
     Failure to do so will result in a \$150 per day charge.
- When a carrier is hauling a U.S. Xpress trailer, that carrier is responsible for any in-transit fees associated with the trailer, including but not limited to, tow, storage, and toll charges.
- In the event a U.S. Xpress trailer requires maintenance, Carriers shall immediately call U.S. Xpress Carrier Services at 866.266.7270. Follow the prompts for carrier assistance and provide the load number listed on the Rate Confirmation. The Carrier Service Team will work with the U.S. Xpress Roadside Assistance Department (XRA) to set up any necessary repairs.
- All repairs must be set up and paid for by U.S. Xpress. Under no circumstance is a carrier to make any repairs to U.S. Xpress equipment unless directed to do so by U.S. Xpress. Any unauthorized repairs will not be reimbursed by U.S. Xpress.
- For after-hours assistance, please call 423-510-6583 or email <u>carrierservice@usxpress.com</u>.

 Carrier Rep:
 JOSH DAVIS
 Carrier Contact Name:
 DAMIAN CAGNOLATTI
 Date:

 Email:
 jmdavis2@usxpress.com
 Phone:
 NA
 Carrier Signature:



# **Accesorial Agreement**

Below is the U.S. Xpress Logistics accesorial payment schedule. Please note, digital tracking is required to receive detention pay.

DETENTION	
Free Time	2 Hour
Hourly Charge	\$40/Hour
Max Charge	\$200

## Notes:

- U.S. Xpress Logistics will only charge detention if carriers are checked in before requested appointment time.
- Free times begins at time of appointment if strict or at time of arrival for open windows.
- o Charges paid in 15-minute increments.

OTHER	
Layover	Solo \$150/Day Team \$300/Day
TONU(Truck Ordered, Not Used)	Dry Van \$150 Refrigerated \$200
Extra Stop	\$50/Stop
Trailer Storage	48 Hours Free for Business Days, \$35/Day After
Driver Assist	\$60/Stop Must be notified prior for approval
Redelivery	Rate agreed upon at the time of redelivery

Digital tracking is required to receive detention pay.

Carrier Rep: JOSH DAVIS Carrier Contact Name: DAMIAN CAGNOLATTI Date:

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the contract between Shipper and Carrier in effect on the date of shipment, the property described below, in apparent good order except as noted contents and condition of contents of packages specifically agreed to in writing by the Shipper and the Carrier. FROM: ANHEUSER-BUSCH, LLC.
ONE OF THE ANHEUSER-BUSCH COMPANIES BOL Number Copy AT: CARTERSVILLE, GA 816174170599 SHIPMENT NO. DATE PLANNED MODE OF SHIP LOAD C. CARRIER CODE 7567057 06/18/24 3 NO T 29624065 XONE DATE SHIPPED SEAL CUSTOMER NO BULKHEADS USED TRAILER/CAR INITIALS AND NO. 06/18/24 0 H03251 CONSIGNED TO DESTINATION SPECIAL INSTRUCTIONS CHAS. SELIGMAN DIST CO INC 10885 CLYDESDALE CT WALTON, KY 41094 8593441881 Wslr Survey CARRIER / ROUTE DRIVERS SPECIAL INSTRUCTIONS US XPRESS BROKER LIVE LOAD Kind of Packages, Description of Articles, Special Marks
And Exceptions

der: 87102 \*\*\* Tax Code:403 LBS Weight (SUB TO COR) Date PACKAGES \*\*\*Order: 87102 Tax Code: 403 PKG BEER 111125P 5% BUDWEISER 15/25 AL CAN SRINK OR/CA 216 25.4 5486 14DEC 5% BUD LIGHT 24/12 NRLN 2/12 TGTR APL OR/CA DEPOSIT/FILLS 280 29.78 8338 14DEC 5% BUD LIGHT 24/12 NRLN 2/12 TGTR APL OR/CA DEPOSIT/FILLS Per A-B LLC. 28351 15DEC 952 PKG BEER 11531V6 \*\*\*Order: 93185 \*\*\* Tax Code:403 PKG BEER 11ZJHT4 5% HT AMER ORIG N 24/16 AL CAN 6/4 SP TRAY OR/CA DEPOSIT/FILLS If charges are to be prepaid write or stamp here, To be Prepaid." 1682 08MAY 63 PREPAID 43857 TOTAL BEER WEIGHT 1511 DUNNAGE PCKG PALL UNDER LOAD 32.0 832 26 30.0 760009 BULKHEAD 180 Agent or Cashier 760015 Plastic Separators 760032 WHITE AIRBAG 48 1065 TOTAL DUNNAGE WEIGHT TOTAL WEIGHT 44922 e fibre boxes used for the imprent conform to the imprent set forth in the imprent set for the impren \*\*\*\* END \*\*\*\*\* AB PRODUCT PROTECTION REQUIREMENTS: PROTECT FROM FREEZING. SHIPMENT MUST BE DELIVERED WITHOUT DELAY. DELAY.

THIS LOAD INCLUDES PLASTIC PORTABLE BULKHEADS. THE BULKHEADS ARE THE PROPERTY OF
ANNEUSER-BUSCH. PLEASE UNLOAD AND RETURN THEM TO YOUR SOURCE BREWERY WITH YOUR
NEXT RETURN LOAD OF MATERIALS. BE SURE TO DOCUMENT THE RETURN USING BUDNET. WEIGHMASTERS: CHECK-IN: USER G933745 CHECK-OUT: USER G933745 PERMANENT POST-OFFICE ADDRESS OF THE SHIPPER 100 BUSCH DRIVE CARTERSVILLE, GA 30120 3 Printed: Tue Jun 18 15:34:02 EDT 2024 Anheuser-busch does not change the destination on our shipments to anything different than what is listed on this printed paperwork. If you are being told by a broker, carrier, etc. Or being provided different paperwork with a delivery address other than the one listed on this paperwork, please each out to our driver hotline at 866-244-2445 to receive confirmation from anheuser-busch directly on the correct destination and to notify us of this suspicious activity. If the hotline is closed, please proceed to the address on the hol given to you while scaling out. Thank you for helping us work to reduce cargo theft. DRIVER PLEASE READ ANHEUSER-BUSCH, LLC.Shipper ONE OF THE ANHEUSER-BUSCH COMPANIES

unknown), marked, consigne specifically agreed to in	entract between Shipp d and destined as sho	er and Carrier in effect own below. This Bill of	on the date of ship Lading is not subje	oment, the property de	g has been issued and is no erein, and is intended sole! escribed below, in apparent good order except as astications whether individually determined or file	noted ( content d with any feder	ts and condition of all or state regulator	contents of par ory agency, exc	cept as
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