

**Bill to:**

Ryan Transportation Service, Inc. (RYNK)
9350 Metcalf Avenue,
Overland Park,
KS,
66212

Invoice Date: 06/20/2024

Invoice #: 4328521

Terms: NET 30

Due Date: 07/20/2024

| Date | Customer Ref # | Origin - Destination | Quantity | Rate | Amount |
|------------|----------------|---|----------|------------|------------|
| 06/18/2024 | | 140 INDUSTRIAL DRIVE, PITTSBURGH PA 15201 - 5151 EAST RAINES ROAD, MEMPHIS TN 38118 | | | |
| | | | 1 | \$1,500.00 | \$1,500.00 |

| |
|--------------|
| TOTAL |
| \$1,400.00 |

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

Your Response to this Confirmation is Required

RYAN TRANSPORTATION SERVICE, INC

LOGO

MC# 196502

www.ryantrans.com

Broker Phone and Fax 913-329-9628

For after-hours support between 5pm and 7am CST please contact our After Hours Team at 913-553-5544 or

afterhours@ryantrans.com

Email freight bill to carrierbilling@ryantrans.com or fax to 913-890-6643

4328521

Carrier: ROYAL3 INC
CHICAGO

Contact: Jack Jarakovic

Phone:

06/18/2024

IL 60638

Fax:

Date:

Tanner Ridge 913-329-9628 AT RYAN TRANSPORTATION SERVICE, INC.

CARRIER PLEASE HAVE YOUR DRIVER CALL RYAN TRANSPORTATION FOR ADDITIONAL SHIPMENT INFORMATION

REFER TO RYAN TRANSPORTATION SERVICE, INC. LOAD #: 4328521

This agreement is for exclusive use of truck, unless otherwise stated. Shipper may add or subtract freight/weight as long as shipment complies with DOT requirements.

Carrier has a duty to weigh shipment at first available scale

Order Order: 4328521
Temp:
BOL: 9222230
Hazmat: N
Pieces: 194500
Length:

Width:

Commodity: EMPTY BEER CANS
Weight: 4626.0
Trailer: Van (DAT)
Reference: 176629364
Hazmat UN:
Height:

PU 1 Name: BMBCC PITTSTON
Address: 140 INDUSTRIAL DRIVE

Date: 06/18/2024 1500

PITTSTON

PA 18640

Contact:

Phone:

Driver Load: N

Reference number: 4B BALL CORPORATION

Reference number: AD 006419147

Reference number: PO U11809

Reference number: PU 176629364

Reference number: PU 9222230

Reference number: SI 57848238

Reference number: SI 9222230

Your Response to this Confirmation is Required

RYAN TRANSPORTATION SERVICE, INC

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Carrier has a duty to weigh shipment at first available scale

Reference number: TN 209126648

Reference number: ZZ 178

SO 2 Name: CITY BREWING CO/BLUE CITY BREWERY Date: 06/20/2024 0700
Address: 5151 EAST RAINES ROAD

MEMPHIS TN 38118
Phone: 608-785-4808

Contact: KYLE GERZSIK
Driver Load: N

Reference number: PO U11809
Reference number: PU 176629364
Reference number: SI 9222230
Reference number: ZZ 65437

Payment Carrier Freight Pay: \$1,500.00
Tracking Hold -\$100.00
Total Carrier Pay: \$1,400.00 Billing/Payment inquiries call 1-877-519-1984

Please Sign:

Driver Name:

Driver Cell #:

Tractor #:

Trailer #:

User:

Tanner Ridge
913-329-9628

4328521



Instructions

BMBCC PITTSTON - Shipper Contact: Zac Spofford - TE: N/A

BMBCC PITTSTON - BALLBRCO: TRAILER REQUIREMENTS- Very Strict

53' plated dry dan w/ swing doors required.

Must be food grade, odorless, swept clean, with no powder on the floor.

Must be 102 inches wide. E-track system must be flush with the wall.

Must have smooth sides/walls/floors. Wood walls are not allowed.

Aluminum or metal roof required. No garden tops.

We will not pay a TONU in the event of trailer rejection due to faulty or damaged equipment.

POD REQUIREMENTS

Proof of delivery (meaning a signed BOL provide by Ball) must be sent within 12 hours of delivery. You may not use your own BOL. A \$50 fine will be imposed for every 24 hours in which a POD is not provided with a max penalty of \$150 dollars at 72 hours.

SEAL REQUIREMENTS

Driver must seal shipment with a seal provided by Ball before leaving all Ball facilities. You may not use your own seal. We require a picture of the sealed trailer to be sent to us before departing with the load. Not doing so could result in a full or partial claim at the discretion of Ball Quality Assurance.

Please Sign: *Jack Jarakovic*

Driver Name: **Jerrick**
Driver Cell #: **954-405-7687**
Tractor #: **745**
Trailer #: **PTLZ244746**

User:

Tanner Ridge
913-329-9628

4328521

☒ Accept

☐ Decline



Carrier Rate Agreement

CARRIER agrees to compensate, indemnify, defend and hold BROKER and Broker's Customer harmless, including attorney fees and costs for enforcing this agreement, for any and all loss or damage to cargo on each shipment tendered to CARRIER. Carrier further agrees to indemnify, defend and hold BROKER and Broker's Customer harmless from all and any liability, costs and damages to persons and/or property arising out of CARRIERS operations hereunder, including but not limited to all road fuel, and other taxes, fees or permits related to the shipments transported by CARRIER as arranged by BROKER.

By accepting this shipment, Carrier hereby certifies that it will only use, furnish or provide Transportation Refrigeration Unit (TRU) equipment that is in compliance with all requirements of the State of California TRU regulations. Carrier further agrees to defend, indemnify and hold Ryan Transportation and its customer harmless from any failure regarding non-compliant equipment. For more information go to www.arb.ca.gov/diesel/tru/documents/template_notice_to_carriers.pdf

CARRIER warrants that its equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested, and that no trailer or other vehicle which transports commodities shall ever have been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous. CARRIER will only offer to Broker and Broker's customers equipment which is in full compliance with the Sanitary Food Transportation Act and any similar or successor act. CARRIER warrants that the equipment to be used under this Agreement shall be clean, odor-free, dry, leak-proof, free of contamination or infestation and suitable for transportation of foodstuff for human consumption. If Carrier has hauled fertilizer, manure, compost, animals, uncooked meat, eggs, or dairy products, Carrier must clean all equipment with a sanitizing agent and provide documentation of the prior shipments and cleanings to shipper/loader at next pick-up, and Broker, Consignor, Consignee or Government Agent upon request. CARRIER must keep such records for at least 12 months from shipment. If the loader determines that the equipment does not meet its reasonable standards of acceptability, Carrier shall clean or replace the equipment at its own cost.

When required by BROKER, the shipper or the consignor, CARRIER shall secure shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall CARRIER or any of its personnel break any seal without the express consent of BROKER. CARRIER shall immediately notify BROKER to report a missing or broken seal.

CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, including loads delivered with a broken, missing, or unreadable seal, may be considered "adulterated" 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 and CARRIER shall bear sole risk of rejection of cargo arising from or related to broken, missing or unreadable seals or failure to comply with load handling instructions.

For refrigerated shipments:

CARRIER must meet defined set temperature instructions as provided in documentation and on shipping documents provided to CARRIER. Temperature settings for certain materials/products and mixes of these products on loads and time of year will determine the required set temperature for these loads. CARRIER'S TRUs must provide a fresh protect setting with a temperature delta of no more than 4 degrees from Set Point in the Continuous operating mode for perishable loads.

If CARRIER receives contradictory or confusing instructions regarding any shipment, CARRIER must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.

Carrier acknowledges that Shipper's insertion of Ryan Transportation Service name on the bill of lading, freight tender or any other document shall be for Shipper's convenience only and shall not change Ryan Transportation Service's status as a transportation broker. In the event Broker's name is listed on the bill of lading, shipping manifest or other similar document, as the carrier, Carrier shall cross-out or otherwise remove Broker's name and enter Carrier's name as applicable.

Carrier agrees to follow CDC Guidelines to prevent spread of COVID-19.

Trucker Tools tracking is required. Driver agrees to accept tracking before departing shipping location. Driver agrees for tracking to be active throughout transit until delivery is confirmed. In order to verify detention driver must use the dwell feature inside the Trucker Tools phone applications or provide a signed BOL with Clearly defined in and out time.

Please contact your Ryan Transportation representative for step-by-step instructions for downloading the app and executing its trucking functions.

Carrier on behalf of its drivers, independent contractors or any third party assisting them with this load hereby acknowledges and agrees as follows: (i) while using Trucker Tools and other tracking software or communications with Broker or its shipper they may receive certain text messages or calls while the equipment is in operation, (ii) looking at text messages, taking calls or any other distractions while operating the equipment is illegal and may lead to serious injury, death and property damage to you or others, (iii) they will not read, answer or respond to any messages unless the equipment is stationary and parked, (iv) they will comply with all applicable federal, state, and local laws including, but not limited to, laws relating to the receipt, review or sending of messages or phone calls while the equipment is in operation, (v) they will assume all liability associated with any failure to comply with these provisions, and (vi) they jointly and severally agree to indemnify, defend and hold Broker harmless to the fullest extent permitted by law for any and all claims relating to a breach of these provisions by Carrier, its drivers, independent contractors or any third party assisting them with this load.

Any directions given by Ryan Transportation Service or its Customers, whether orally and/or electronically, are for informational purposes only. It is the Carrier's sole responsibility to confirm that it

may lawfully and safely operate its vehicle and its 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 operation its vehicle equipment and its content in any way that may be found to be in violation of any regulation, law or ordinance.

Detention Policy and Requirements:

- Trucker Tools tracking must be used for the entirety of the load
- 2 hours free for loading and unloading, \$50/hour thereafter – max billable detention allowed is 4 hours
- Layovers are paid at a rate of \$250/day, detention and layover are not eligible to be billed concurrently
- Carrier must present BOL with signed IN/OUT times from valid shipping or receiving employee
- Carrier must be on time for scheduled shipping and delivery appointments
- Carrier must notify Ryan Transportation via email 1 hour prior to the start of detention
- All detention requests must be made via written request within 24 hours of the occurrence

A banner for RTS Carrier Services. On the left, the logo "RTS" is in large, bold, black letters, with "CARRIER" in smaller, bold, black letters underneath. To the right of the logo, the text "Save on Fuel and Much More" is in bold. Below this, in a smaller font, it says "Our affiliate, RTS Carrier Services, provides industry-leading tires, maintenance, paperwork, medical clinic visits and more".

RTS
CARRIER

Save on Fuel and Much More

Our affiliate, RTS Carrier Services, provides industry-leading tires, maintenance, paperwork, medical clinic visits and more

Ryan Transportation

9350 Metcalf Ave.

Overland Park, KS 66212

(877) 519-1984

www.ryantrans.com

RECEIVED, subject to individually determined rates and contracts between the shipper, Ball Metal Beverage Container Corp. ("SHIPPER"), and CARRIER, identified herein, the property described below, in apparent good order, which CARRIER agrees to carry to destination in good order and condition, and with reasonable dispatch. Loads requiring a seal, designated by a seal number being provided below, must be sealed by the CARRIER, if not previously sealed by the shipper or loader, prior to and throughout its transport. If this shipment is brokered or subcontracted out to CARRIER by a third-party, then CARRIER shall look solely to such third-party for payment of CARRIER's freight charges. For all truckload shipments, CARRIER shall only permit those items identified on this Load Confirmation to be transported, and SHIPPER shall have exclusive use of the trailer of the shipment reflected below.

SHIPPER: Ball Metal Beverage Container Corp.

**BMBCC PITTSTON
140 INDUSTRIAL DRIVE**

Shipment Number

**PITTSTON PA 18640
Phone:
Fax:**

9222230



| Shipper Order No. | Customer No. | Customer Line No. | Pick-up Date | Pick-up Time |
|---|---------------|-------------------|--------------|--|
| 9222230 | U11809 | | 18-Jun-2024 | 17:10:19 |
| Ship To: | | | | PPD/Collect/Third Party Billing |
| 65437 BLUES CITY BREWERY 5151 EAST RAINES ROAD MEMPHIS TN 38118 Phone : | | | | BALL PAYS Freight Supplier 9082489 RYNK RYAN TRANSPORTATION SERVICE |
| Delivery Date | Delivery Time | Trailer No. | Seal No. | Mode of Transportation |
| 20-Jun-2024 | 07:00:00 | 3252 | 8012055 | 53' PLATE VAN |
| PLT | ITEM NUMBER | ITEM DESCRIPTION | | # PALLETS UM |

| | | | | | | |
|--------------------------|---------------|---------------------------|-------------------|---------------|---------------------|----------|
| 178 | 6062621/26982 | TWISTED TEA ROCKET POP P2 | | 25 | 194500 | EA |
| | | PO# U11809 | | 45327976 | | |
| | 51398 | Plastic Tier Sheet | | 525 | 525 | EA |
| | | PO# U11809 | | | | |
| | 51433 | Plastic Can Pallet | | 25 | 25 | EA |
| | | PO# U11809 | | | | |
| | 51434 | Plastic Top Frame | | 25 | 25 | EA |
| | | PO# U11809 | | | | |
| | | | | Total Pallets | Total Qty | |
| | | | | 25 | 194500 | |
| CANS # of Pallets | | 25 | Net Weight in LBS | 4,625.75 | Tare Weight in LBS | 2,752.50 |
| Grand Total # of Pallets | | 25 | Net Weight in LBS | 4,625.75 | Tare Weight in LBS | 2,752.50 |
| | | | | | Gross Weight in LBS | 7,378.25 |
| | | | | | Gross Weight in LBS | 7,378.25 |

Delivery Instructions:

Shipping Instructions:

Trailer Inspected

Odor detected

Inspected/Loaded by:

EIA

06/18/24

17:11:42

Plant : 178

BMBCC Pittston

Pages

1 of 1

Aluminum Ends/Lids is under NMFC-40225-10 Class 65
By signing below, the CARRIER confirms that:

Prior to delivery and loading, the trailer has been inspected by CARRIER and found to be clean, in good repair and free from odors or other conditions that may negatively impact the loaded product. Load preparation and loading practices have been performed by CARRIER pursuant to SHIPPER'S Standard Operating Procedures, all customer requirements specified by SHIPPER, and all applicable laws, including food safety regulations.

CARRIER shall be liable for loss, damage, or unreasonable delay of any shipment transported under this document pursuant to the Carmack Amendment (49 U.S.C. 14706), regardless of origin and destination of such shipment. No limitation of liability found in CARRIER'S tariff, rules, or classifications, including the NMFC, shall in any way lessen or limit CARRIER'S liability.

FOR FREIGHT COLLECT SHIPMENTS
If the shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement. The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.
Ball Metal Beverage Container Corp.
(Signature of Consignor)

Shipper Certification
This is to certify that the above named materials are properly classified, packaged, marked, labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation
Per EIA Date 6/18/2024

Carrier Certification
Carrier acknowledges receipt of packages and required placards. "Carrier" means the person or entity that takes possession of the cargo described herein and transports such property by motor vehicle.
Per _____ Date _____ Package Nos. _____ Carrier Name _____

SHIPPER: Ball Metal Beverage Container Corp.

Shipment Number

9222230



BMBC PITTSBURGH
140 INDUSTRIAL DRIVE
PITTSBURGH PA 15204
Phone:
Fax:

| Shipper Order No. | Customer No. | Customer Line No. | Pick-up Date | Pick-up Time |
|-----------------------|---------------------------------|-------------------|--------------|--------------|
| 9222230 | U11809 | | 18-Jun-2024 | 17:10:10 |
| Ship To: | PPD/Collect/Third Party Billing | | | |
| 65437 | BALL BEVS | | | |
| BLUES CITY BREWERY | Freight Supplier RYNK | | | |
| 5151 EAST RAINES ROAD | RYAN TRANSPORTATION SERVICE | | | |
| MEMPHIS TN 38118 | | | | |
| Phone: | | | | |
| Fax: | | | | |

| | | | | | |
|-----|---------------|---------------------------|-------|----------|-----------|
| 178 | 6062621/26982 | TWISTED TEA ROCKET POP P2 | | 25 | 194500 EA |
| | | PO# U11809 | | 45327976 | |
| | 51398 | Plastic Tier Sheet | | 525 | EA |
| | 51433 | PO# U11809 | 47040 | 25 | EA |
| | | PO# U11809 | | 25 | EA |
| | 51434 | Plastic Top Frame | | | |
| | | PO# U11809 | | | |
| | | Total Qty | | 25 | 194500 |

6.44 hr
194500
194500

Time N: 6:44 AM
Time of 10:26 AM
Time of 10:26 AM
Time of 10:26 AM

Net Weight in LBS 6,625.75
Tare Weight in LBS 4,625.75
Net Weight in LBS 2,000.00
Gross Weight in LBS 7,378.25

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Tare Weight in LBS 4,625.75
Net Weight in LBS 2,000.00
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Net Weight in LBS 2,000.00
Gross Weight in LBS 7,378.25

FOR FREIGHT COLLECT SHIPMENTS
If the shipment is to be delivered to the consignee, the carrier shall be responsible for the payment of freight charges. The carrier may decline to make delivery of the shipment without payment of freight and all other lawful charges.

Ball Metal Beverage Container Corp.
(Signature of Consignor)

Carrier Certification
Carrier acknowledges receipt of packages and required placards. "Carrier" means the carrier who takes possession of the cargo described herein and transports such property by motor vehicle.

Per Date Package Nos. Carrier Name

Received Subject To Count and Inspection
Date Received 6-20-24
Received By Kewski, William S

Received Subject To Count and Inspection
Date Received 6-20-24
Received By Kewski, William S

Received Subject To Count and Inspection
Date Received 6-20-24
Received By Kewski, William S

Received Subject To Count and Inspection
Date Received 6-20-24
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Date Received 6-20-24
Received By Kewski, William S

Received Subject To Count and Inspection
Date Received 6-20-24
Received By Kewski, William S

Trailer Inspected

Odor detected

Inspected/Loaded by:

Inspected/Loaded by:

Inspected/Loaded by:

Inspected/Loaded by:

Inspected/Loaded by:

Inspected/Loaded by:

Inspected/Loaded by:

Inspected/Loaded by:

Inspected/Loaded by:

Aluminum Ends, lids are under inspection by Carrier and found to be clean, in good repair and free from odors or other conditions that may negatively impact the product. The carrier has been notified of the inspection results and the carrier has agreed to take corrective action if necessary.

Prior to delivery and loading, the carrier has been notified of the inspection results and the carrier has agreed to take corrective action if necessary.

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