



Bill to:
LOADSMITH INCORPORATED
1800 WAZEE ST STE 300,
DENVER ,
CO,

Invoice Date: 06/28/2024
Invoice #: 1000047525
Terms: NET 30
Due Date: 07/28/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/27/2024		4718 Mountain Creek Pkwy, Dallas, TX 75236 - 3700 N PARK DR, OPELIKA, AL 36801			
			1	\$1,800.00	\$1,800.00

TOTAL
\$1,800.00

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

Loadsmith

1875 Lawrence St, Suite 600

Denver, CO 80202

Sent at: 06/27/2024 12:40 CST

**LOADSMITH****To update tracking info:**

Please make sure you are tracking in MacroPoint, Trucker Tools, or Project 44. For any further questions, or if any issues arise, please call 888-975-5623.

Contact your Loadsmith Rep, Hamilton Valenzuela

Email: hamilton.valenzuela@loadsmith.com**Phone:** +18889755623 Ext. 205**Questions?** Call Loadsmith at: 888-975-5623**Rate Confirmation****Route # 1000047525****Mode:** Truck**Size:** FTL**Route Type:** OTR**Distance:** 713 Miles**# of Stops:** 2**Cargo Value:** \$100,000

Origin

Dallas, TX 75236

Destination

OPELIKA, AL 36801**Date:** 6/27/2024**Equipment:** Van 53**Expected Min Temp:****Expected Max Temp:****Temp Setting:****Carrier:** ZIGI FREIGHT INC**MC#:** 944686**DOT#:** 2828543**Contact:** Dispatch Dispatch**Phone:** +16304857370**Email:** Dispatch@royal3inc.com**Total Rate:** \$1,800.00 USD**Notes:** Driver must check in to all Nestle Waters facilities wearing a Hi-Vis safety vest while on facility premises.

All lumper receipts must be sent in to Loadsmith within 24 hours of delivery. Must contain location, lumper service, signature, date, amount, and PO# to be valid. Handwritten receipts NOT accepted.

All accessorials must be requested within 24 hours. Request must include signed POD with IN and OUT times stamped.

An updated rate confirmation will be sent to include lumper reimbursement. Without this, we will be unable to guarantee payment.

By signing this agreement, you acknowledge that the driver will inspect and secure freight prior to departure from shipper. Carrier is solely responsible for any product disturbance or shift that occurs during transit and any cost associated with restacking shifted freight.

Route Refs:**Vendor Refs:****Account #:** NH20**EDI #:** TRUCK, VAN**EDI #:** SOLO**Appt #:** 27594723**Billing Acct #:** NESTLE

Ship ID #: 885253571

If this is a Temperature Controlled Shipment Please Follow These Guidelines:

Run all reefers on continuous unless specific written instructions are given to do otherwise. Run reefer at the temperature on BOL.
If no temperature on BOL, please call 888-975-5623 for instruction.

Stop 1 – Pick Up

ReadyRefresh by Nestle (WF25)
4718 Mountain Creek Pkwy,
Dallas, TX 75236

Special Reqs:

Date/Time: 6/27/2024 16:00
Scheduling: Appointment
Loading Type: Live
Pallet Count: 0
Work: No Touch

Ord #: 0001461798
PU #: 0001461798-000010
PO #: 3881655272
EDI #: T885253571
BOL #: 885253571
EDI #: PO

Pick Up Instructions:

Facility Notes:

Commodity Details

Handling Unit		Pieces		Hazmat	Description	Dimensions	OD	Temp Control	Temp Setting	Pre-Cool To	Min° Temp	Max° Temp	Weight
Qty	Type	Qty	Type										
19	Cases	1026		No	PLFE Pur PET DC Vbl54(35x0. 5L)LCP BB US - 1026		No	No					43,647 lbs

Additional Details | Load On: Pallet

Total HU: 19		Total Pcs: 1026		Total Cmdty: 1		Total Wgt: 43647 lbs	
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Stop 2 – Delivery

WAL-MART GROCERY DC 6095
3700 N PARK DR,
OPELIKA, AL 36801

Special Reqs:

Date/Time: 6/28/2024 15:45
Scheduling: Appointment

Loading Type: Live Pallet Count: 0 Work: No Touch Appt #: 27594723 Ord #: 0001461798 PU #: 0001461798-000010 Appt #: 27594723 PO #: 3881655272 EDI #: T885253571 BOL #: 885253571 EDI #: PO	
Delivery Instructions:	
Facility Notes:	

Commodity Details													
Handling Unit		Pieces		Hazmat	Description	Dimensions	OD	Temp Control	Temp Setting	Pre-Cool To	Min° Temp	Max° Temp	Weight
Qty	Type	Qty	Type										
19	Cases	1026		No	PLFE Pur PET DC Vbl54(35x0.5L)LCP BB US - 1026		No	No					43,647 lbs
Additional Details Load On: Pallet													
Total HU: 19				Total Pcs: 1026			Total Cmdty: 1			Total Wgt: 43647 lbs			

Carrier Cost Date: 06/27/2024 12:40 CST				
Cost Type	Currency	Cost Per	Units	Total Cost
Flat Rate	USD	\$1,800.00	1	\$1,800.00
Total Cost				\$1,800.00

Freight and Payments Terms

All appointment times must be met. If driver is late, they may be refused or worked in without detention and any missed appointment fees or chargebacks from the Shipper or Consignee will be passed along to the carrier via reduction from the carrier invoice. If Shipper and Consignee addresses from the Bill of Lading do not match this tender, a Loadsmith representative must be contacted prior to departure from the shipper

Information for Carrier's Driver

- Loadsmith will not reimburse carrier for any Load or Unload payments without prior Loadsmith approval.
- Scale load at nearest scale to shipper prior to departure; weight in this order confirmation is an **ESTIMATION ONLY**, actual weight may vary up to 80,000 combined Tractor/Trailer GVWR.
- For any safety, accident, or cargo claim (OS&D) refusal please call 888-975-5623, 24 hours a day.
- All loads must remain sealed with all old and new seal numbers recorded on the Bill of Lading / Delivery Receipt.
- Driver must request accessorial approval at time of occurrence or payment will be denied.

Tracking

Driver must be **ACTIVELY TRACKING on MACROPOINT, TRUCKER TOOLS or PROJECT 44 two hours prior to arrival at the shipper, throughout the duration of the load and through delivery to the consignee.** If the driver does not track prior to arrival at the shipper and **CONTINUOUSLY** throughout the duration of the load through delivery to the final destination, a **\$100.00** fee for will be imposed via reduction from the carrier invoice.

Detention

To qualify for detention all appointment times must be met; you must be **ACTIVELY TRACKING on MACROPOINT, TRUCKER TOOLS or PROJECT 44 prior to arrival at the shipper, throughout the duration of the load and through delivery to the consignee.** To report detention please follow the process outlined below for all stops to receive payment:

- Report the detention event immediately to your Loadsmith Carrier Sales Representative via telephone or email.
- Submit a signed Bill of Lading, Proof of Delivery and/or Lumper receipt to verify arrival and departure dates and times to your Loadsmith Carrier Sales Representative and detention@loadsmith.com within 24 hours of delivery.

Your Loadsmith Carrier Sales Representative will then verify the times on the documentation provided against the tracking data. If the times indicate detention has been earned, an updated Loadsmith rate confirmation will be sent including detention charges as outlined in Appendix A of this agreement. You may then submit your invoice with updated rate confirmation for payment. Detention must be billed with original invoice and will only be paid if detention is reflected on the rate confirmation.

High Value Load Protocols

If the cargo value is in excess of \$100,000.00 USD, you will be notified on the rate confirmation of the cargo liability and by accepting the carrier will be liable for the full released value of the load up to \$250,000.00 USD, regardless of your cargo liability insurance exclusions and/or limits. Additionally, the driver must follow the High Value Load Protocols listed below:

- The pickup number will not be provided to the driver until they are tracking at the shipper.
- A local driver will not be used to pick up the load and relay with another OTR driver.
- The truck must be fully fueled at the time of arrival at shipper.
- The driver must have a physical copy of a United States commercial driver's license.
- The driver must drive a minimum of 200 miles away from shipper before stopping for any reason.
- The trailer will not be disconnected from the tractor at any time and the tractor / trailer will not be left unattended for any reason without prior written consent from Loadsmith.
- If carrier has a secured, guarded, well lit and surveillance camera equipped drop yard; use of such drop yard must be obtained prior to utilization through written consent from Loadsmith.

OS&D or Full / Partial Load Refusal

In the event a tendered load/shipment is not accepted for delivery by the consignee at the original destination, the tendered load/shipment may, at Loadsmith's direction be re-consigned to a new destination. In the event of such refusal, Carrier shall promptly notify Loadsmith at OSD@loadsmith.com of such refusal and await Loadsmith's instructions on any re-consignment, return to shipper, or other handling of such load/shipment. Carrier shall be solely responsible for inspection of cargo and cargo securement before signing the bill of lading and departing the shipper. Carrier shall be solely responsible for verifying that cargo is properly secured for transport. Carrier shall be solely responsible for any cargo disturbance of shift that occurs during transit and any cost associated with re-working, re-stacking, or re-delivering cargo in its original condition. Carrier shall be solely responsible, and shall promptly pay to Loadsmith, the full value of any cargo that is disposed of, abandoned, damaged, or lost due to Carrier's actions not in accordance with Loadsmith's written instructions. Carrier understands that its intentional or willful misconduct may not be covered by Carrier's insurance policies and that a lack of coverage shall not limit its obligations to Loadsmith.

Setoff

Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, Loadsmith may, without notice, set off or recoup any liability it owes to Carrier against any liability for which Loadsmith determines Carrier is liable to Loadsmith.

Carrier Payment

For Carrier to be paid, an invoice and all paperwork must be submitted with the Loadsmith order # present on each page:

1. Customer Signed Bill of Lading with arrival and departure times for applicable detention.
2. Lumper and/or Pallet Exchange Receipts.
3. All other load specific documentation.
4. Loadsmith Carrier confirmation.
5. Invoices must be emailed to: carrierinvoice@loadsmith.com

Rate Agreement

This agreement is entered into by Carrier and Loadsmith, Inc. The rates and charges contained in this agreement shall supersede all conflicting rate and charges in the tariff on file by Carrier and all prior letter agreements. This is confirmation of a rate contract between Carrier and Loadsmith. Carrier must notify of any accessorial at time of occurrence or payment will be denied.

QuickPay

QuickPay processing time will be 2 business days from receipt of Carrier Invoice and subsequent required paperwork with a fixed 1% processing fee deducted from each settlement.

Carrier Acceptance

Carrier's acceptance of this agreement or by taking possession of the shipment the Carrier agrees to all the terms and conditions outlined in this confirmation and the Loadsmith Broker Carrier transportation agreement. No changes or amendments to this confirmation will be binding unless Loadsmith approves such changes in writing prior to the Carrier taking possession of the shipment. In accordance with 49 CFR §392.9 and 49 CFR § 393.100 et al the Carrier and its drivers are solely responsible for verifying the contents, counts, conditions, loading, weight, proper weight distribution per axel, blocking, bracing and securement of each load for transportation. Carrier and its drivers are solely responsible for attaching a seal either provided by the Shipper or by the Carrier to each shipment and ensuring the seal is not tampered or broken during transit. Bills of Lading (BOL) must indicate the seal number and "Seal Intact" at the time shipment is delivered. Carrier acknowledges and agrees that Carrier is liable for the full value of the shipment or any part thereof due to loss or damage. Carrier shall notify Loadsmith immediately in the event any exception is listed on the BOL, the seal is broken due to regulatory inspection, delay in the transportation of the shipment or there is an incident or accident during transit.

Food Grade Notice

Federal, State and Local regulations govern food grade commodities. If the shipment container is damaged, breached, exposed to outside elements or the seal is broken during shipment; or if Carrier is not able to provide a downloadable temperature reporting indicating that the required temperatures were always maintained during transit, the customer may reject the entire shipment. If the customer denies the right of salvage or there is no right of salvage, the Carrier will remain fully liable for loss or damage to the shipment and no salvage will be allowed.

Shipments Traveling in/or Through California

Your company must be compliant with the regulations promulgated by the California Air Resources Board (CARB) regarding refrigerated equipment (TRU regulations), the truck and bus equipment regulations (engine and particulate matter filter requirements) and greenhouse gas regulations effective on January 1, 2013.

If your company is not able to timely comply with these regulations, you must inform Loadsmith immediately that you are not able to comply with them. By accepting this load tender, you represent and warrant that your company is compliant with these regulations and requirements.

FMCSA Regulations

Carriers and its drivers shall adhere to all applicable FMCSA regulations, including drivers' hours-of-service limits, the commercial driver's license (CDL) regulations and the prohibiting of coercion of commercial motor vehicle drivers (coercion rule). Carrier agrees that such regulations shall supersede any conflicting service instructions stated in this confirmation or any comments made by Loadsmith's employees. Loadsmith does not condone coercion of any driver to operate a commercial motor vehicle when the driver reports that they would not be able to drive safely due to illness, fatigue, equipment inspection, repair, and maintenance regulations or due to not having hours available under applicable regulations.

Carrier Assurances and Indemnifications

Carrier is an independent contractor and not an agent or employee of Loadsmith. Carrier agrees to obey all federal, state, and local laws and

regulations. Carrier acknowledges that Loadsmith does not exercise direction or control over the daily operations of the Carrier and that the Carrier can legally meet all the terms, conditions and times as enumerated herein. Carrier shall indemnify Loadsmith for any loss, damage, injury, liability, expense, costs, including reasonable attorney fees, fines, penalties, actions, and claims including but not limited to, claims for injuries to persons (including death), for damage to equipment, and for damage to third parties arising out of the Carrier's own negligence, wrongful act or omission, or failure to comply with the terms of this agreement.

Required Documents at Empty Call

Upon completion of unloading, all signed Bill of Lading pages, other Proof of Delivery documentation and any receipts (Lumper and/or Pallet Exchange) for pre-approved accessorials must be submitted with Loadsmith Order number on each page by emailing pod@loadsmith.com with the Loadsmith Order number in the subject line.

Standard Accessorials**Detention**

2 hours free time, \$45.00 per hour payable in 20-minute increments. Maximum charge of \$300.00 at which time detention converts to Layover. Applies to all loading and unloading stops as well as OS&D.

Layover

\$300.00 per 24-hour period including accrued detention time.

Lumper Load/Unload

Loadsmith must be notified of and authorize prior to load/unload work being performed. If a lumper is needed, carrier will pay the lumper vendor and request reimbursement by providing receipt of payment to accompany carrier's invoice to Loadsmith. If reimbursement via Comdata Check is requested a \$5.00 convenience fee for the check issuance will be applied.

Early Termination

On a multiple-stop order if the customer terminates the load prior to the next subsequent stop and the driver is free and clear from continuing on, the original rate will be renegotiated in good-faith by both Loadsmith and the Carrier.

Reconsignment/Redelivery

\$100.00 reconsignment/delivery fee plus \$2.15 a mile from point of destination to the newly designated delivery location.

Truck Ordered Not Used

\$150.00 per occurrence

Robert Jovanovic

Please sign and return to Loadsmith

BILL OF LADING

Page 1 of 1

BlueTriton Brands INC



SHIP FROM: US PL Dallas 2 Factory 4718 Mountain Creek Parkway Dallas TX 75236-4604		SHIP TO: Walmart 6095 3700 N PARK DR OPELIKA AL 36801-9552 334 7052800		BOL/Delivery No: 81766336		SO/STO No: 1461798	
				Load No: T885253571		Freight Terms: DDP	
				Ship Date: 06/27/2024		Seal #1: 7153946	
				Cust. P.O. No: 3881655272		Seal #2:	
CARRIER: (LOAM) LOADSMITH INCORPORATED 1800 WAZEE ST DENVER CO 80202-1577				Req.Arr.Date/Time: 06/28/2024 15:45:00		Seal #3:	
				Vehicle No:		Seal #4:	
				Appt Confirmation No: 27594723		Yard Spot:	
MATERIAL	DESCRIPTION			QTY	UoM		
12531255	PLFE Pur PET DC Vbl54(35x0.5L)LCP BB US			1,026	ICS		
068274669316							
SUMMARY TOTAL				1,026	ICS		
For Date Resets Call 214-794-0356				COMBINED PRODUCT WEIGHT		42,373.8	LB
				COMBINED PALLET WEIGHT		1,272.971	LB
				GROSS CARGO WEIGHT		43,646.771	LB
NO PRETICKET ===== TRUCK# 05 FOR 292631951 ===== ===== PALLET COUNT: 19 CHEP							
 27594723				<div style="border: 1px solid black; padding: 5px; text-align: center;"> STORE STAMP </div>			
Appointment Pickup Time: Date 06/27/2024 Time 16:00:00		Carrier Check In Time: Date 06/27/2024 Time 15:06:23		Carrier Check Out Time: Date 06/27/2024 Time 16:56:31			
Driver's Name Printed: <u>Gabriel Fernandez</u> Signature: <u>Gabriel Fernandez</u> Truck Number: <u>767</u> Carrier's Name: <u>LOAM</u>		RECEIVED, subject to the written transportation contract between the Shipper and the Carrier if applicable otherwise to the terms and conditions of the shipper's standard transportation contract in effect on the date of shipment which is available to the Carrier on request, the property described herein, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as shown herein. This Bill of Lading is not subject to any classifications or tariffs except as specifically assigned to in writing by the shipper and the Carrier.			Non-recourse: If the shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statements: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Consignor Signature <u>BlueTriton Brands INC</u>		

WALMART INC.
DC 6095
DELIVERY CONFIRMATION REPORT

Report Date 06/29/2024

User ID teh004h

Delivery # 27594723 Trailer # 94932 Carrier Code LOAM Seal # Arrival Date 06/28/2024 16:16:10 Receiving Start Time 06/28/2024 19:05:56 Receiving Stop Time 06/28/2024 19:16:37 Driver Unload NO

Temperature Nose : Middle : Tail :

No Recorder Found

PO Details :

PO #	Bill Of Lading #	Vendor Name	Pro #	PO Type	PO Freight Bill Qty	Total Cases Received	Over	Short	Damage	Problem	Reject
3881655272	0	NESTLE WASTE RS NORTH AMERICA	-	20	1,026	1,026	0	0	0	0	0

PO Line Details :

PO #	Line #	Item no	Item UPC Description	UOM	Order Qty	FBQ	Rcvd Qty	Overage	Shortage	Damage	Damage Reason Code	Reject	Reject Reason Code	Problem
3881655272	1	563018151	00068274669316 PURELIFE 16.9OZ 35PK	VNPK	1,026	1,026	1,026	0	0	0	-	0	-	0

Damage Codes: D10 - Supplier claim with \$20 or more D11 - Carrier claim with \$100 or more D12 - Carrier claim less than \$100 D12 - Shipper Load Count D29 - Concealed damage

Rejection Codes: R10 - Reject Vendor R11 - Reject Carrier NOF - Not our Freight

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for the individual or entity to whom they are addressed. If you have received
this e-mail in error, destroy it immediately. Walmart * Sensitive.

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BILL OF LADING

Page 1 of 1

BlueTriton Brands INC



SHIP FROM: US PL Dallas 2 Factory 4718 Mountain Creek Parkway Dallas TX 75236-4604		SHIP TO: Walmart 6095 3700 N PARK DR OPELIKA AL 36801-9552 334 7052800		BOL/Delivery No: 81766336		SO/STO No: 1461798	
				Load No: T885253571		Freight Terms: DDP	
				Ship Date: 06/27/2024		Seal #1: 7153946	
				Cust. P.O. No: 3881655272		Seal #2:	
CARRIER: (LOAM) LOADSMITH INCORPORATED 1800 WAZEE ST DENVER CO 80202-1577				Req.Arr.Date/Time: 06/28/2024 15:45:00		Seal #3:	
				Vehicle No:		Seal #4:	
				Appt Confirmation No: 27594723		Yard Spot:	
MATERIAL	DESCRIPTION	QTY	UoM				
12531255 068274669316	PLFE Pur PET DC Vbi54(35x0.5L)LCP BB US	1,026	ICS				
SUMMARY TOTAL		1,026	ICS				
For Date Resets Call 214-794-0356				COMBINED PRODUCT WEIGHT 42,373.8 LB COMBINED PALLET WEIGHT 1,272.971 LB GROSS CARGO WEIGHT 43,646.771 LB			
NO PRETICKET TRUCK# 05 FOR 292631951 PALLET COUNT: 19 CHEP							
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Appointment Pickup Time: Date 06/27/2024 Time 16:00:00		Carrier Check In Time: Date 06/27/2024 Time 15:06:23		Carrier Check Out Time: Date 06/27/2024 Time 16:56:31			
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