

**Bill to:**

Kirsch Transportation Services, Inc
25 Main Place, Suite 300,
Council Bluffs,
IA,
51503

Invoice Date: 01/18/2024

Invoice #: 0471789

Terms: NET 30

Due Date: 02/18/2024

| Date | Customer Ref # | Origin - Destination | Quantity | Rate | Amount |
|------------|----------------|--|----------|------------|------------|
| 01/17/2024 | | 344 ARTHUR DR SOMERSET KY 42501 - 21504 COX ROAD SUTHERLAND VA 23885 | | | |
| | | | 1 | \$1,600.00 | \$1,600.00 |

| TOTAL |
|------------|
| \$1,600.00 |

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 Confirmation ***
Kirsch Transportation Services, Inc.
1102 Douglas St
Omaha, NE 68102

Page 1

Order #: 0471789

Kirsch Representative:
Mike Lambert
531-213-2112

| | | | | | |
|-----------------|------------|-------------|--------------|-----------------|--------------------|
| Carrier: | ROYAL3 INC | MC: | 944686 | Contact: | Joey |
| | CHICAGO | IL | 60638 | Phone: | 630-256-8162 |
| Date: | 01/17/2024 | Fax: | 630-485-6980 | Email: | joey@royal3inc.com |

| | | | | | |
|---------------------|--------------|---------------------|--------------|-----------------------|----------|
| Order #: | 0471789 | Miles: | 488.0 | Commodity: | Retail |
| BOL | 31768997 | | | Weight: | 17830.0 |
| Driver: | Frank | Trk / Trl #: | 717 / 534077 | Equipment: | 53ft Van |
| Driver Cell: | 786-874-1145 | | | Tarp Required: | |
| Pickup #: | | | | | |

| | | | | |
|-------------|--------------------------|-------------------|-----------------|-----------------|
| PU 1 | Name: | DURAFLAME INC | Date: | 01/17/2024 1300 |
| | Address: | 344 ARTHUR DR | | |
| | | SOMERSET KY 42501 | Contact: | Amanda |
| | Phone: | 606-451-9174 | Delv #: | 24885632 |
| | Reference Number: | ACB 0 | | |
| | Reference Number: | P8 23265205 | | |
| | Reference Number: | PO 2216067089-11 | | |
| | Reference Number: | PO 6830544550-9 | | |
| | Reference Number: | PO 7630472011-11 | | |
| | Reference Number: | SCA KIAT | | |

| | | | | |
|-------------|--------------------------|-----------------------------------|-----------------|-----------------|
| SO 2 | Name: | Walmart DC - Sutherland, VA #6023 | Date: | 01/18/2024 0830 |
| | Address: | 21504 COX ROAD | | |
| | | SUTHERLAND VA 23885 | Contact: | RECEIVING |
| | Phone: | 804-862-9104 | Delv #: | 24885632 |
| | Reference Number: | AO 24885632 | | |
| | Reference Number: | PO 2216067089-11 | | |
| | Reference Number: | PO 6830544550-9 | | |
| | Reference Number: | PO 7630472011-11 | | |

| | | |
|-----------------|----------------------------|------------|
| Payment: | Carrier Freight Pay | \$1,600.00 |
|-----------------|----------------------------|------------|

| | |
|---------------------------|-------------------|
| Total Carrier Pay: | \$1,600.00 |
|---------------------------|-------------------|

Joey Cimbalevic

Instructions

DURAFLAME INC - WALMBEA1: **For Wal-Mart loads both the shipper and consignee have two hours of free loading or unloading prior to detention starting. If a facility is first come first serve (FCFS) or you are a work-in, detention will not be paid. All Walmart Stores are considered FCFS unless otherwise specifically told by the broker. It is the carrier's responsibility to confirm with the store that personnel will be onsite to offload. In order to be eligible for detention the following must occur; 1) the truck must arrive ontime. This means the driver MUST be checked-in at the WINDOW by their appointment time not at the guard shack. Any check-in at the WINDOW after the appointment time (even a minute late) will result in detention not being paid. 2) The carrier must turn in their BOL, POD, and TCR (trailer control record) within 48 hours of delivery. Detention will not be reviewed until after the load is delivered and should not be submitted until after delivery. This documentation must be emailed to the broker you booked your load with as well as kirsch1@kirschtrans.com. In your email please state the load number, your in and out times, and which location you need detention for (shipper, consignee, or both). Failure to do so within the 48 hrs of delivery will result in detention not being paid. It is the driver's responsibility to confirm the proper in/out times have been recorded on the paperwork prior to leaving the facility. The in/out times can NOT be handwritten.

Once all parameters are met for detention it will be submitted to Wal-Mart to verify the in and out times. Wal-Mart will have up to 14 business days to approve or deny the detention. After an approval from Wal-Mart occurs the carrier will be paid detention. Detention will be paid at a rate of \$40 per hour for eligible time, \$300 MAX DETENTION.

**Carrier is NOT to change pickup or delivery appointment and the load CANNOT DELIVER ANY EARLIER THAN THE DATE ON LISTED ON THE RATE CONFIRMATION. Any changes to the delivery appt MUST be done by Kirsch and if changed without Kirsch's knowledge it will result in a minimum \$250 deduction on rate.

**Driver is responsible for confirming their paperwork given by shipper matches rate confirmation. BOL#, PO#s, and city/state must match. There are times city/state will be different but carrier must email BOL to Kirsch to have Kirsch verify to continue with load before leaving shipper. Failure to get written approval will result in carrier not being paid for any accessorials or line haul of the load and responsible for returning product back to shipper without pay.

**The weight listed on rate confirmation is an estimate provided by the customer. No additional pay for loading more than listed weight. Check before leaving if uncertain.

**DO NOT PICKUP A LOAD WITH AN AMAZON BRANDED TRAILER OR CARRIER WILL BE RESPONSIBLE FOR RETURNING PRODUCT TO SHIPPER AND WILL NOT BE PAID.

MACROPOINT IS REQUIRED. DRIVER NEEDS TO DOWNLOAD THE APP.

BY SIGNING THIS RATE CONFIRMATION AND HAULING THIS LOAD YOU ARE AGREEING TO ALL GUIDELINES LISTED ABOVE!

Attention: The following must be completed or the FREIGHT INVOICE WILL NOT BE PAID.

Carrier agrees that Carrier (including any driver employed, retained, or otherwise engaged by Carrier) will comply with all applicable laws and regulations of the DOT/FMCSA and other authorities in the transportation of freight subject to this Rate Conf.

****Remit To Instructions:** Within 24 hours of delivery, please email a legible, signed Proof of Delivery (BOL), Rate Confirmation and Invoice to invoice@kirschtrans.com to begin payment processing, or subject to \$100 deduction.

Carrier is responsible for sending Proof of Delivery directly to Kirsch Transportation; this is applicable to carriers who utilize a factoring company.

1. For sealed loads, seal numbers and "Seal Intact" notation must appear on the Bill of Lading.
2. If tarped, load must be kept DRY and CLEAN.
3. Communication with Kirsch Transportation will be conducted by Carrier's dispatch or other designated department. Carrier acknowledges that Kirsch Transportation will not accept, respond to or engage in communications with any Carrier driver.
4. Quick Pay Processing:

We offer two Quick Pay options: 10 day at a 3% fee or 24 hour at a 5% fee

Invoice, Rate Confirmation, and all pages of the signed Bill of Lading and any other pertinent paperwork must be legible and sent to invoice@kirschtrans.com. You must clearly note which quick pay option you would like on your invoice.

Invoices not noted will default to our normal 30 day payment terms. Kirsch Transportation Services, Inc reserves the right to refuse quick pay processing in the event of incomplete or illegible paperwork and can require that original paperwork be mailed.

5. Macropoint tracking is required on all loads or subject to deduction.

This rate has been mutually agreed upon by Carrier and Kirsch Transportation and includes all stop-off charges, fuel surcharges, loading and unloading charges and other applicable charges. This rate cannot be modified or supplemented by reference to any other rates, rules, classification, schedule or tariff. Carrier shall be liable for full loss resulting from loss, damage, injury or delay. Carrier acknowledges and understands this Rate Confirmation is a valid and binding contract by and between Carrier and Kirsch Transportation. Kirsch Transportation understands this Rate Confirmation has been approved and executed for or on behalf of Carrier by an authorized officer, director or other agent or representative of Carrier. Carrier and Kirsch Transportation mutually agree that the terms and conditions of this Rate Confirmation are governed by the Broker-Carrier Agreement by and between Carrier and Kirsch Transportation. If any provisions of the Rate Confirmation conflict with those of such Broker-Carrier Agreement, the terms of this Rate Confirmation will control only as to the freight specified herein and extent of any such conflict.

Customer product must not be moved or transloaded. Carrier agrees to exclusive trailer use on this load, no outside product may be added to the trailer without written authorization from Kirsch.

Names on the side of Carrier trailer must be marked with Carrier logo/signage or have nothing. No large customer trailers such as Amazon may pickup or deliver product to our customers without written authorization. Failure to follow this rule may result in delivery being rejected.

Have an available truck list? Email it to trucklist@kirschtrans.com

MASTER BILL OF LADING

Page 1 of 1

Date: 1/17/2024

SHIP FROM

Name: DURAFLAME EAST LLC
Address: 344 ARTHUR DR
City/State/Zip: SOMERSET, KY 42501
SID#

FOB: ☐

SHIP TO

Name: WALMART
Address: 21500 COX RD
City/State/Zip: SUTHERLAND, VA 23885
CID#

Location #: DC 6023

SM

FOB: ☐

THIRD PARTY FREIGHT CHARGES BILL TO:

Name:
Address:
City/State/Zip:

SPECIAL INSTRUCTIONS:

Master Bill of Lading Number: 31768997

CARRIER NAME: KIRSCH TRANSPORT *Sidney*

Trailer number: W94930

Seal number(s): 00021058

SCAC: KIAT

Pro number:

Freight Charge Terms: (freight charges are prepaid unless marked otherwise)

x COLLECT

☐ (check box) Master Bill of Lading with underlying Bills of Lading

CUSTOMER ORDER INFORMATION

| CUSTOMER ORDER NUMBER | # PKGS | WEIGHT | PALLET/SKIP (CIRCLE ONE) | | ADDITIONAL SHIPPER INFO |
|-----------------------|--------|--------|-----------------------------|---|-------------------------|
| 2216067089 | 979 | 17,516 | Y | N | 312150 - 11 PALLETS |
| 6830544550 | 32 | 250 | Y | N | 312079 - 1 PALLET |
| 7630472011 | 7 | 64 | Y | N | 312042 - 1 PALLET |
| | | | Y | N | |
| | | | Y | N | |
| | | | Y | N | |
| | | | Y | N | |
| | | | Y | N | |
| | | | Y | N | |
| | 1,018 | 17,830 | | | |

CARRIER INFORMATION

| HANDLING UNIT | | PACKAGE | | WEIGHT | H.M. (X) | Commodity Description | LTL ONLY | |
|---------------|------|---------|-------------------------------|--------|-------------|----------------------------------|----------|-------|
| QTY | TYPE | QTY | TYPE | | | | NMFC # | CLASS |
| 142 | | | CS | 284 | | UN1057 | 111230 | 70 |
| | | | DC 6023 | | | LIGHTERS CONTAINING FLAMABLE GAS | | |
| | | | PC# | | | 2.1 LAA1000335 | | |
| | | | FREIGHT BILL RECEIVED IN FULL | | | EMERGENCY CONTACT: | | |
| | | | TRAILER# | | | CHEMTREC 800 424 9300 | | |
| | | | TOT CS REC | | | | | |
| | | | TOT PLTS | | | | | |
| | | | TOTAL CASES RECEIVED | | | | | |
| | | | REASON | | | | | |
| | | | REC# | | | | | |
| | | | | | | GRAND TOTAL | | |

Where the rate is dependent on value, shipper's responsibility for specific in writing, the carrier's declared value of the property as follows:
The agreed or declared value of the property is specifically stated by shipper to be not exceeding

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. 4706(c)(1)(A) and (B).

RECEIVED: subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and the shipper, if applicable, otherwise to the rates, classification 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

SHIPPER SIGNATURE / DATE

Trailer Loaded:

Freight Counted:

- ☐ By Shipper
☐ By Driver

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

Time IN: 2:04

Time OUT: 2:30

Shipper Signature

CARRIER SIGNATURE / PICKUP DATE

Signature certifies carrier has confirmed the pallet and piece count matches the quantities listed and all pallets have the required labels/picards. Carrier certifies emergency response information was made available and/or carrier has the DOT

Property described above is received in good order, except as noted

X *McLone*