Royal 3inc.

Bill to: DIRECT XPRESS LOGISTICS 333 N ALABAMA ST, INDIANAPOLIS, IN, Invoice Date: 06/03/2024 Invoice #: 0035368 Terms: NET 30 Due Date: 07/03/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/31/2024		7930 KENTUCKY DR., FLORENCE, KY 41022 - 4601 US-377, BROWNWOOD, TX 76801			
			1	\$2,000.00	\$2,000.00

## **TOTAL** \$2,000.00

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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



#### **DXL Carrier Shipment Confirmation, Terms, and Conditions**

## Carrier and Driver Responsibilities

1. Driver MUST call BROKER for pickup information before departure to or arrival at pick-up. If the load has changed or is canceled and the driver has begun driving to or arrived at the pickup without the Broker's approval, no 'Truck Ordered Not Used' shall be paid.

2. The Carrier agrees to provide Broker shipment status update (or "check call") at least two (2) times per day, each day that the Carrier is in possession of this shipment. Check calls are required within 30 minutes of arrival at or departure from each shipper, consignee, or when empty. Drivers must arrive at least fifteen (15) minutes before their scheduled appointment times or shall be considered late.

3. Carrier understands that automated tracking is required continuously from origin pickup to final delivery via TruckerTools mobile app or ELD Tracking. Failure to accept tracking may result in removal from this load, unpaid detention, or service failure fines or deductions. A fine of \$100/day for each day of transit may be assessed to Carrier if Driver does not accept or turns off automated tracking.

4. Carrier / Driver is wholly responsible for inspecting and ensuring the safe securement of their load as specified in the FMCSR and confirming that shipper loaded freight to prevent shifting or falling during transport. The shipper may block or brace the cargo but may not comply with lawful regulations. Unless otherwise noted, four (4) load locks or straps are MANDATORY for each load.

5. Driver must observe loading; if the driver cannot observe loading, contact Broker immediately. By signing BOL, Driver agrees to the count and condition of the freight, including temperature, how the Shipper loaded the freight, and that the information on the BOL (count, commodity, pickup and delivery locations) matches the information found on this load confirmation. Carrier shall immediately notify Broker of any discrepancies before departing Shipper or be liable for any extra costs incurred for missing or misloaded freight.

6. Unless 'Shipper Load and Count' (or "SLC") is noted on the BOL and signed by the shipper, the Carrier shall be responsible for any discrepancies, including claims for missing product or costs incurred to "re-stack" product that shifted in transit if 'SLC' is missing.

7. Driver must ensure trailer seal is properly affixed before departure from Shipper. Original trailer seal MUST be intact at delivery or consignee may refuse entire load. CARRIER NOR DRIVER MAY BREAK SEAL WITHOUT PRIOR WRITTEN CONSENT OF BROKER. The carrier agrees to be wholly liable to the claimant for the full value of the shipment if the driver breaks the seal without permission.

8. All overages, shortages, and damages, including rejected freight must be reported to Broker immediately, at the time of occurrence, and noted on BOL. Failure to report any OS&D or rejected freight to Broker by phone within two (2) hours will result in a \$250 fine.

#### Accessorial Charges - Conditions and Requirements.

Accessorial charges, including but not limited to detention, labor, layover, and lumpers, must be authorized and approved by Broker or Broker's Customer prior to or at the time of occurrence. Broker will not reimburse for any non, prior-approved accessorial charges.

Carrier acknowledges accessorial charges are not guaranteed and are paid only upon verification of the following requirements:

**Detention:** \$25 per hour after two (2) hours; subject to the Layover maximum may be paid by Broker to Carrier provided the Carrier complies with all of the following - 1) the load arrived on time, and not late for scheduled appointment, 2) Carrier notifies Broker 30 mins prior to start of detention, 3) power unit and driver remained with load while detained, 4) Carrier updates Broker at the end of detention time, 5) In & out times clearly noted / stamped on BOL/POD by facility, and 6) Automated tracking via TruckerTool or ELD was used.

Layover - \$150/day Dry, \$200/day Ref. provided all above Detention requirements met, and Carrier did not cause the layover.

TONU: \$150 | Driver Tailgate: \$50 | Driver Load/Unload: \$100 | Trailer Storage (w/o Power): \$50/day | Demurrage: \$50/day

Lumpers - Reimbursed in full, with approval, valid receipt of funds, and sent to Broker via email within 24 hours of delivery.

Accessorial requests must be made via email with Broker within 24 hours of delivery and MUST include a copy of the BOL / POD and all necessary supporting documents. Updated or revised load confirmations will not be sent to Carrier without required documentation. Failure to provide receipts as directed may result in non-payment or delayed payment of such charges, or reduction in Total Rate.

#### Payment Terms, Invoice, and Paperwork Requirements

To ensure proper payment, send Carrier invoice, signed BOL/POD, signed confirmation, and lumper / accessorial receipts.

For Net30 Payment via TriumphPay within 30 days to dxlbilling@teamdxl.com

For QuickPay: Same day payment via TriumphPay (within 24 hours) to guickpay@teamdxl.com.

Include DXL order # in subject line of email. | All documents must be scanned as a singular PDF attachment (No images or texts) Each load emailed separately. | Check documents before submission, Broker will not process any paperwork that is not legible.

Failure to provide any of the required information on this agreement can result in delayed, short, or non-payment of charges. The Broker shall NOT be liable to Carier for any additional freight and accessorial charges not sent to Broker within seven (7) days of delivery.

### Contract Addendum and Standard Terms and Conditions

This Carrier Shipment Confirmation is subject to the terms and conditions of the Broker-Carrier Agreement executed by both Broker and Carrier. This confirmation is an addendum to the Broker-Carrier Agreement and becomes part of that agreement. No signature is required to enforce the terms of this agreement; rather both parties accept the terms and conditions contained. herein upon Carrier's partial or full performance of services for the shipment above.

The total rate provided is for exclusive use of Carrier's equipment only. The freight associated with this shipment shall not be consolidated with any other freight without the written consent of Broker. Violations of such term may result in fines/non-payment.

Total Rate is contingent upon successful on-time pickup, and delivery as originally agreed, as well as successful tracking via TruckerTools. Automated tracking is required continuously from origin pickup to final delivery via TruckerTools mobile app or or ELD Tracking. Failure to track successfully via TruckerTool may result in unpaid detention or service failure deductions. Direct Xpress Logistics, Inc. 2330 Enterprise Park Drive Indianapolis, IN 46218 (877) 832-6395



Load Confirmation
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Page 1

Carrier: Date:	ROYA CHIC/ 05/30/		IL 60638		Contact: Phone: Fax:	
Order	Orde Miles Tem BOL	s: 1073 p:			Commodity: Weight: Trailer: Reference:	Countertops 40000.0 Dry Van Trailer
	PU 1	Name: Address: Phone:	ARISTECH 7930 KENTUCK FLORENCE	41022	Date: Contact: Driver Loa	05/31/2024 0800 05/31/2024 1500 d: Live Load/Unload
	SO 2	Name: Address: Phone:	Kohler Co 4601 US-377 BROWNWOOD (325) 643-2661	76801	Date: Contact: Driver Loa	06/03/2024 0630 06/03/2024 1400 Main d: Live Load/Unload
- Paymer	nt	Carrier Fro Total Carr	<del>eight Pay:</del> ier Pay:	 <del>\$2,000.00</del> \$2,000.00		

Carrier Instructions and Requirements: This form must be completed and returned before driver can be loaded.

# Please Sign: Bill Carson

(X) Accept

() Decline

Attention:

Cyle Moskowitz (317) 602-8038 cmoskowitz@teamdxl.com Driver Name: Antonio Driver Cell: (909) 816-4757 Driver Email: Tractor #: 773 Trailer #: 289476



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