

**Bill to:**

PEARCE WORLDWIDE LOGISTICS, INC.
5120 VIRGINIA WAY STE C 23,
Brentwood,
TN,
37024

Invoice Date: 07/01/2024

Invoice #: 0360074

Terms: NET 30

Due Date: 08/01/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/28/2024		2365 Litton Ln, Hebron, KY 41048 - 441 SW 12TH ST, Deerfield Beach, FL 33442			
			1	\$2,700.00	\$2,700.00

TOTAL
\$2,700.00

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 ***

0360074

Page 1

Your PWL contact:

Carrier:	ROYAL3 INC CHICAGO IL 60638	Contact:	al
Date:	06/27/2024	Phone:	
		Fax:	

Order	Order: 0360074	Commodity:	
	Miles: 1050.0	Weight:	40000.0
	Temp:	Trailer:	Van (DAT)
	PO# L1895693	Reference:	

PU	Stop 1	Name:	Proximo distillers/ Ryder	Date:	06/28/2024 1000
	Pickup	Address:	2365 Litton Ln	Contact:	Main
			HEBRON KY 41048		
		Phone:	859-568-2500		

SO	Stop 2	Name:	RNDC	Date:	07/01/2024 0830
	Delivery	Address:	441 SW 12TH ST	Contact:	
			DEERFIELD BEACHFL 33442		
		Phone:			

Payment	Carrier Freight Pay:	\$2,700.00
	Total Carrier Pay:	\$2,700.00

** SPECIAL INSTRUCTIONS:

n/a

Please Sign: *Al Milanovic*

(X) Accept

() Decline

Driver Name:

Driver Cell:

Driver Email:

Tractor #:

Trailer #:

Attention: Brandon Robertson
615-337-5574
brobertson@pearceworldwide.com



TERMS AND CONDITIONS

Carrier's pick up of the shipment acknowledges and constitutes Carrier's acceptance of all terms and conditions herein:

1. **CHECK CALLS:** All drivers must check call to their Pearce Worldwide Logistics, Inc. ("PWL") broker/agent by 09:00a.m. each morning while under load. A call is required at each status change (Loaded, Picked Up or Delivered at each stop, and Empty). Load count verification is required prior to leaving each stop.
2. **NO BROKERING; RATING.** To protect against double brokering, an ELD report or Trucker Tools tracking will be required for Carrier. Transportation shall be provided only on equipment owned or leased by, and under the authority of, Carrier. No shipment may be tendered to another carrier, brokered out, sub hauled, interlined, etc. without written consent by PWL. Carrier represents and warrants that Carrier has a "Satisfactory" safety fitness rating as determined by the FMCSA or has not yet been rated by the FMCSA.
3. **RATES:** Carrier shall bill PWL directly for all services provided unless otherwise agreed to in writing, and Carrier shall have no right or claim against any person or entity other than PWL for charges for services performed. The Carrier rate herein includes all accessorial charges including, but not limited to, stop-off charges, fuel surcharges, loading, unloading, etc. This rate cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. Under no circumstance shall any other rate, penalty, loss of discount, late fees, collection fees, or attorneys' fees apply. In the event that unloading charges are marked on the BOL or Proof of Delivery docs pertaining to this particular rate confirmation, those additional charges will be deducted from Carrier. Carrier may be subject to market fluctuation charges charged by receivers or shippers for late pick up or delivery. Any changes to the rate listed on the confirmation must be approved by a PWL broker/agent and a new Rate Confirmation sheet issued. The new confirmation sheet must accompany the Freight Bill and all other required documents.
4. **REFRIGERATED LOADS:** The driver is responsible to ensure that the shipper indicates the required temperature on the BOL prior to leaving the shippers location. It is also the Carrier's responsibility to ensure that these temperatures are maintained for the duration of the load.
5. **LIABILITY AND INDEMNIFICATION:** Carrier assumes the liability of an interstate motor carrier for "actual loss" under 49 U.S.C. § 14706 ("Carmack") as written and in effect as of January 1, 1996. Carrier shall be liable for, and shall defend, indemnify and hold harmless PWL and its customer from and against, all claims, losses, liabilities, fees, penalties, fines and other amounts relating to or arising out of: (a) injury to persons (including injury resulting in death) and damage to property arising out or resulting from the services performed by Carrier; (b) Carrier's performance or non-performance of any of its obligations; (c) Carrier's breach of this agreement; (d) negligence or misconduct of Carrier or any Carrier representative; (e) any claim that Carrier or any Carrier representative is an employee of PWL; and (f) breach by Carrier or any Carrier representative of any applicable law.
6. **COMPLIANCE WITH LAWS:** Carrier agrees to deliver freight and adhere to transit times requested herein, in compliance with all applicable laws and regulations, including, without limitation, the hours of service rules of any applicable legal authority. Carrier represents and warrants: (i) all trailers subject to the applicable CARB (California Air Resources Board) Regulation (including both dry-van and refrigerated equipment) it operates and the Heavy-Duty Tractors that haul them within California under this Contract are in compliance with the CARB Heavy-Duty vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; (ii) it is in compliance with the CARB Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles (colloquially known as the Bus and Truck Rules); and (iii) all refrigerated equipment it operates within California under this Contract is in full compliance with the CARB Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. Carrier shall be liable to PWL, customer, the consignor, and the consignee for any penalties, or any other liability, imposed on, or assumed by said parties due to penalties imposed on PWL, customer, the consignor, or the consignee because of Carrier's use of non-compliant equipment. If you are a California based carrier you are required to be registered on the ARBER system. If you are based outside the State of California, and have not registered with the ARBER system, we strongly urge you to do so in order to avoid any potential rejections at the time of loading, delivery, delays in loading, or in transit. Carrier also represents and warrants: (a) all transportation and handling of food, pharmaceutical, cosmetics, or related products by Carrier shall be conducted in accordance with applicable law and shall be performed under conditions and using equipment that will protect against physical, chemical and microbial contamination and deterioration of such products, including but not limited to sanitation, temperature, and contamination requirements for transporting food, perishable, and other products pursuant to the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food (the "Food Safety Laws"); (b) Carrier shall comply with all handling instructions communicated to Carrier by PWL or its customer, as well as all applicable government guidelines regarding transportation and/or handling of food products, cosmetics, and pharmaceuticals, and associated record-keeping requirements; (c) Carrier shall be responsible for all "Transportation Equipment" as defined in regulations of the FDA and other applicable laws and regulations, all of which shall be dry, leakproof, and free of harmful or offensive odor and from any contamination or infestation and will not have otherwise been or will be used for the transportation of any commodity that might adulterate or contaminate food, food products, pharmaceuticals, or cosmetics.
7. **NO BROKER CONTROL:** PWL and Carrier shall, at all times, be independent contractors. Carrier shall not act as an agent or employee of PWL, and PWL does not exercise or retain any control or supervision over Carrier, its operations, equipment, agents, drivers, or employees, nor does PWL have any right to do so.
8. **ADVANCES:** Fees for advances are 3% of the advance amount. Should your advance exceed 40% of the rate quoted, another 5% fee will be charged.
9. **PAYMENTS/QUICK PAY:** For prompt payment you must include the following: A freight Invoice with the PWL Order/Load number listed on it, a signed rate confirmation sheet that matches the rate on the freight invoice, signed BOL(s), and receipts for any reimbursable expenses. Receipts must be turned in at the same time as the other required paperwork to be considered for reimbursement. Failure to supply all the required documents can result in a delay of payment. PWL shall not be held liable if the Carrier fails to meet these requirements. Carrier is required to return all the proper documentation to PWL within 72 hours of delivery. Failure to do so may result in a \$50.00 Administrative Fee, plus any fees charged for replacement paperwork. Quick Pay is available by request, on the 7th day after receipt of a complete and correct invoice, and at a fee of 3% of the invoice amount, with a \$15.00 minimum fee. A copy of E Logs to confirm the shipment was transported by your company, may be required. If TruckerTools tracking is requested, and cancelled by the carrier, a 3% of line haul penalty will be enforced. In order to receive quick pay you must accept TruckerTools tracking and remain using it for the duration of the load.
10. **NO BACK SOLICITATION.** Carrier shall not knowingly solicit freight shipments (or accept shipments) from any shipper, consignor, consignee, or other customer of PWL whose shipments were first tendered to Carrier by PWL. In the event Carrier breaches this provision, PWL shall be entitled, for a period of twelve (12) months following delivery of this shipment, to a commission of ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages.

All load payment paperwork should be sent to: carrierpay@pearceworldwide.com, or mailed to Pearce Worldwide Logistics, Inc., 5120 Virginia Way, Suite C23, Brentwood, TN 37027.

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable
 RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of the Bill of Lading

BOL#4059683		Ship date 06/28/2024	PPD X	Ship RNDC-DEERFIELD 441 SW 12th Street Deerfield Beach FL 33442 US
Fro Ex	Proximo Distillers, LLC c/o Ryder Integrated Logistics Hebron KY 41048	COLL		
Our Reference# SO8336026		PD85155552	Customer# 1002509 Cust PO# DFB-178471	Trailer# W94942

The property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery of said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of lading set forth (1) in Uniform Freight Classification in effect on the date hereof if this is a rail-water shipment, or (2) in the application motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or

Routing Instructions: Pearce Worldwide Logistics / PRELOAD / PALLETS / DEL 07/01 @ 0900 BB

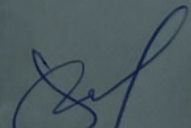
Send Freight Bill to: Attn. PDI TRANSPORTATION
 Proximo Distillers Ind, 220 Shipping Street Lawrenceburg IN. 47025

Bol Notes:

ALCOHOLIC LIQUOURS N.O.I.B.N. IN GLASS IN BOXES				Weight	W.gallons
S.No	#Pkgs	Kind of package, description of articles, special marks and exceptions		10164	731.80
010	231	JC TRAD SILVER TEQ 12/1L 80PF 24 ITEM# XUS32924/ EAN# 8-11538-01143-3 BATCHES # L02724E046 (33), L02724E046 (33), L02724E046 (33), L02724E046 (33), L02724E046 (33), L02724E046 (33), L02724E046 (33)		16345	1064.44
020	448	GC REPOSADO TEQ 12/750ML 80PF FUT 24 ITEM# XUS44524/ EAN# 8-11538-01423-6 BATCHES # L05724E046 (56), L05724E046 (56), L05724E046 (56), L05724E046 (56), L05724E046 (56), L05724E046 (56), L05724E046 (56), L05724E046 (56)		1391	99.79
030	63	GC PLATA TEQ 1LT 6/CS 80PF ITEM# XUS416/352408 EAN# 8-18844-02480-5 BATCH # L12223E046 (63) SCC# 1-08-18844-02480-2		14302	931.30
040	392	GC PLATA TEQ 12/750ML 80PF FUT 24 ITEM# XUS41424/ EAN# 8-11538-01413-7 BATCHES # L05224E046 (56), L05224E046 (56), L05224E046 (56), L05224E046 (56), L05224E046 (56), L05224E046 (56), L05224E046 (56)			

NOTICE OF REFUSAL

Carrier shall notify Shipper, within 24 hours, of any Property which is not accepted by Consignee at time of delivery. Any such Property shall be returned by Carrier to Shipper. Carrier shall not sell such Property, whether damaged or otherwise, as salvageable

Total Pkgs: 1,134	#of pallets: 23	#of 2	Total Weight: 43355.375	Total W.Gallons: 2827.4
This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the Applicable Regulations of the Department of Transportation.			Shipper Proximo Distillers, LLC c/o Ryder Integrated Logistics Per CO: 1022 - K.GREGORY	
Correct Weight is _____ Lbs. Subject to verification by the Inspection and Weighing Bureau. Having Jurisdiction in Accordance With Our Agreement Shipper: _____			Seal# 45816	Agent/Driver 
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____				

Permanent Post Office Address of Shipper: 2365 Litton Lane, Hebron, KY 41048 USA

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable
 RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of the Bill of Lading

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From Proximo Distillers, LLC c/o Ryder Integrated Logistics Hebron KY 41048	Ex PD85155552	COLL	Customer# 1002509 Cust PO# DFB-178471	Trailer# W94942	

Our Reference# S08336026

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Send Freight Bill to: Attn. PDI TRANSPORTATION
 Proximo Distillers Ind, 220 Shipping Street Lawrenceburg IN. 47025

Bol Notes:

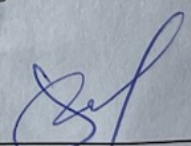
44
W3

ALCOHOLIC LIQUOURS N.O.I.B.N. IN GLASS IN BOXES				Weigh	W.gallons
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		SCC# 2-08-11538-01972-3 TAXPAID			
020	448	GC REPOSADO TEQ 12/750ML 80PF FUT 24 ITEM# XUS44524/ EAN# 8-11538-01423-6 BATCHES # L05724E046 (56), L05724E046 (56), L05724E046 (56), L05724E046 (56), L05724E046 (56), L05724E046 (56)		16345	1064.44
		SCC# 2-08-18844-02807-4 TAXPAID			
030	63	GC PLATA TEQ 1LT 6/CS 80PF ITEM# XUS416/352408 EAN# 8-18844-02480-5 BATCH # L12223E046 (63) SCC# 1-08-18844-02480-2 TAXPAID		1391	99.79
040	392	GC PLATA TEQ 12/750ML 80PF FUT 24 ITEM# XUS41424/ EAN# 8-11538-01413-7 BATCHES # L05224E046 (56), L05224E046 (56), L05224E046 (56), L05224E046 (56), L05224E046 (56), L05224E046 (56)		14302	931.39
		SCC# 2-08-18844-02808-1 TAXPAID			

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Shipper: WINSTON		Seal# 45816	Agent/Driver 
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____			