

**Bill to:**

ROCKY MOUNTAIN EXPRESS,INC(RMX GLOBAL LOGISTICS)
35715 HIGHWAY 40 #B,
Evergreen,
CO,
80439

Invoice Date: 12/08/2023

Invoice #: 0480977

Terms: NET 30

Due Date: 01/08/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
12/05/2023		Phoenix, AZ, USA - Clanton, AL, USA			
			1	\$3,642.00	\$3,642.00

TOTAL
\$3,500.00

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**



RMX Global Logistics
141 Union Blvd - Suite 450
Lakewood, CO 80228

*** Rate Confirmation ***

Page 1

RMX Order Number: 0480977

Driver MUST call RMX for Pickup Number(s)

Carrier: Royal 3 inc
Contact: JOEY
Phone:
Fax:

Order: 0480977
Miles: 1642.0
Temp:
Trailer: Van or Reefer (DAT)

Commodity: DRY GOODS
Weight: 41570.0
Reference:
BOL: SO-107864

Broker: Bob Ritter
Office: CO
Phone: (800) 964-0058
Fax: (303) 674-6033
Sent Date: 12/05/2023 0811

Cases: 2640
Hazmat:

PU 1 **Name:** GREGORY PACKAGING AZ **Date:** 12/05/2023 1100
 Address: 439 South 55th Ave
 PHOENIX AZ 85043 **Contact:** GREGORY PACKAGING
 Phone: (602) 353-1900
Cases: 2640
Weight: 41570.0 **Drvr Ld/Unld:** No driver loading or unload

Reference Number: Pickup Reference Number PU # 107864

SO 2 **Name:** MERCHANTS FOODSERVICE **Date:** 12/08/2023 0600
 Address: 2450 BIG M BLVD
 CLANTON AL 35045 **Contact:** CONTACT
 Phone: (800) 844-0633
Cases: 2640
Weight: 41570.0 **Drvr Ld/Unld:** No driver loading or unload

Reference Number: Purchase Order Number PO # 9133559

Payment **Carrier Freight Pay:** \$3,500.00
 Total Carrier Pay: \$3,500.00 Initial JC

Please remit billing to:
Email - carrier.invoice@rmxglobal.com

Instructions
MERCHANTS FOODSERVICE - DELIVERY CONF # 449359

This Load Confirmation is governed by and incorporates Rocky Mountain Express' Corp.'s (aka RMX Global Logistics) ("Broker") Agreement for Motor Contract Carrier Services ("Contract"), which Broker and the above named Carrier have entered into, or shall enter into. Carrier shall provide motor carrier transportation services required to transport the following described shipment, safely and promptly, from the origin to the destination, named below, at the rates and charges mutually agreed upon.

TERMS AND CONDITIONS

Carrier represents and warrants that it has and shall maintain proper registration with the U.S. Dept. of Transportation and/or state agencies, and that it is legally authorized to transport the shipment tendered by RMX. Carrier further represents that it maintains exclusive control and direction of the persons operating its vehicles and equipment or otherwise engaged in providing the transportation services. Carrier represents that any person involved in transporting the shipment tendered by RMX on its behalf will sign a waiver acknowledging that it has and will make no personal claims against RMX in connection with the shipment tendered to the Carrier.

Carrier agrees to provide trucks and trailers in good working condition that meet Shipper's interior sanitation guidelines. Carrier shall take all necessary steps to prevent damage to goods transported. Carrier shall meet all of Shipper's requirements as to the conditions under which the goods are to be transported. Carrier's transfer of cargo to other carriers, trucks or personnel, without the express prior written consent of RMX, is prohibited. Carrier shall not have the right to salvage Shipper's cargo or to offset or claim a salvage credit for goods transported.

Carrier shall comply with all Federal, state, and local laws, regulations, and rules applicable to its operations and its performance of services, including, without limitation, those pertaining to motor vehicle safety, hours of service, driver training and operations, hazardous materials, and the environment.

Carrier represents and warrants that it has a "satisfactory" safety rating, and that it otherwise, or in addition adheres to "best-in-class" safe operating practices.

In any instance of loss or theft of, damage to, or delayed delivery of any shipment under Carrier's custody or control, Carrier shall be liable to RMX for the full actual value of such shipment and/or for the full amount of the loss caused by delay. The engaged Carrier shall be liable to broker and shipper for loss or damage as a common carrier, irrespective of whether the engaged Carrier allows any portion of the transportation services to be handled by another carrier or person not under the engaged carrier's exclusive direction of control. The engaged Carrier remains fully responsible to RMX and shipper for any losses associated with the goods transported.

To the full extent of their responsibility as Common Carrier, Carrier shall indemnify, defend, and hold harmless RMX and its customers, subsidiaries and affiliates and their respective officers, directors, and employees from and against any and all liabilities, injuries, loss, damages, claims, costs or expenses (including attorneys' fees and other costs of litigation, including expert fees) arising from any and all work or service performed by Carrier or its agents,

Carrier represents and warrants that it has and maintains Automobile Liability Insurance, Public Liability Insurance, Cargo Liability Insurance, and Workers Compensation as required by law and in accordance with the Contract, and with coverage amounts in accordance with the Contract.

Carrier shall issue a receipt to RMX for the shipment tendered in the form of a bill of lading or other document, provided, that RMX may require use of its own bill of lading or document. This Confirmation and the Contract supersede any terms or conditions contained in any such receipt, which shall not modify, amend, or supplement this Confirmation and the Contract. Carrier waives any recourse to shipper. This means that Carrier shall not make any claim against Shipper in connection with the above described transportation services. Carrier is providing the transportation services solely to RMX. Any rates, charges, fees, terms, and/or conditions contained in any tariff, circular, schedule, or similar document maintained or used by Carrier shall not apply, unless expressly agreed by the parties in a separate executed document signed by both parties.

Carrier's performance of the above-described transportation service shall be deemed full acceptance of the rates, terms, and conditions contained herein, and in RMX's Agreement for Motor Contract Carrier Services, which shall take precedence over this Confirmation (except if this Confirmation provides a compensation arrangement that is different from the compensation rates set forth in the Contract, and this Confirmation is signed by RMX, then the compensation arrangement in this Confirmation shall take precedence over the compensation schedule in the Contract). Fuel surcharges, if any, are included in the stipulated rate unless separately acknowledged.

Carrier shall strictly abide by RMX's seal policy. Under that policy, Carrier shall be liable for the full transaction value of the transported goods in the event the trailer is not maintained in a sealed condition for the entire trip. If shipper seals trailer, only the receiver may break the seal - NO EXCEPTIONS. Driver is not allowed to break the seal or to voluntarily consent that the seal be broken by others. Carrier shall notify RMX immediately in the event that a seal is broken before delivery.

If DOT, or law enforcement officer, breaks the seal for inspection of the trailer - it must be resealed and noted on the bill of lading by the officer. The driver must provide RMX with the time, place, manner, name and badge or identification number and agency that is requesting on breaking the seal.

Carrier agrees to submit paperwork providing bill of lading or delivery receipt, any loading or unloading receipts within 72 hours of delivery.

This agreement may not be changed or modified except by a writing signed by both parties. Any suit or claims will be brought exclusively in New York City, Lakewood Colorado or Dallas Texas at the election of the Plaintiff.

In addition to the terms of the carrier contract, Carrier must also satisfy and comply with Shipper requirements including handling instructions, temperature, driver qualification, driver safety rating, insurance, timely delivery, seal policy and food safety expectations that the Shipper has communicated to RMX. Your acceptance of this load signifies the incorporation of these additional terms in your carrier contract with Rocky Mountain Express, Corp.

Authorized Carrier Representative:

Joey Cimbalevic

12/05/2023 0811

Total Amount: \$3,500.00



RMX Global Logistics
141 Union Blvd - Suite 450
Lakewood, CO 80228

*** Rate Confirmation ***

Page 1

RMX Order Number: 0480977

Driver MUST call RMX for Pickup Number(s)

Carrier: Royal 3 inc
Contact: JOEY
Phone:
Fax:

Order: 0480977
Miles: 1642.0
Temp:
Trailer: Van or Reefer (DAT)

Commodity: DRY GOODS
Weight: 41570.0
Reference:
BOL: SO-107864

Broker: Bob Ritter
Office: CO
Phone: (800) 964-0058
Fax: (303) 674-6033
Sent Date: 12/08/2023 0809

Cases: 2640
Hazmat:

PU 1 **Name:** GREGORY PACKAGING AZ **Date:** 12/05/2023 1100
 Address: 439 South 55th Ave
 PHOENIX AZ 85043 **Contact:** GREGORY PACKAGING
 Phone: (602) 353-1900
Cases: 2640
Weight: 41570.0 **Drvr Ld/Unld:** No driver loading or unload

Reference Number: Pickup Reference Number PU # 107864

SO 2 **Name:** MERCHANTS FOODSERVICE **Date:** 12/08/2023 0600
 Address: 2450 BIG M BLVD
 CLANTON AL 35045 **Contact:** CONTACT
 Phone: (800) 844-0633
Cases: 2640
Weight: 41570.0 **Drvr Ld/Unld:** No driver loading or unload

Reference Number: Purchase Order Number PO # 9133559

Payment **Carrier Freight Pay:** \$3,500.00
 Unloading 142.00
 Total Carrier Pay: \$3,642.00 Initial _____

Please remit billing to:
Email - carrier.invoice@rmxglobal.com

Instructions
MERCHANTS FOODSERVICE - DELIVERY CONF # 449359

This Load Confirmation is governed by and incorporates Rocky Mountain Express' Corp.'s (aka RMX Global Logistics) ("Broker") Agreement for Motor Contract Carrier Services ("Contract"), which Broker and the above named Carrier have entered into, or shall enter into. Carrier shall provide motor carrier transportation services required to transport the following described shipment, safely and promptly, from the origin to the destination, named below, at the rates and charges mutually agreed upon.

TERMS AND CONDITIONS

Carrier represents and warrants that it has and shall maintain proper registration with the U.S. Dept. of Transportation and/or state agencies, and that it is legally authorized to transport the shipment tendered by RMX. Carrier further represents that it maintains exclusive control and direction of the persons operating its vehicles and equipment or otherwise engaged in providing the transportation services. Carrier represents that any person involved in transporting the shipment tendered by RMX on its behalf will sign a waiver acknowledging that it has and will make no personal claims against RMX in connection with the shipment tendered to the Carrier.

Carrier agrees to provide trucks and trailers in good working condition that meet Shipper's interior sanitation guidelines. Carrier shall take all necessary steps to prevent damage to goods transported. Carrier shall meet all of Shipper's requirements as to the conditions under which the goods are to be transported. Carrier's transfer of cargo to other carriers, trucks or personnel, without the express prior written consent of RMX, is prohibited. Carrier shall not have the right to salvage Shipper's cargo or to offset or claim a salvage credit for goods transported.

Carrier shall comply with all Federal, state, and local laws, regulations, and rules applicable to its operations and its performance of services, including, without limitation, those pertaining to motor vehicle safety, hours of service, driver training and operations, hazardous materials, and the environment.

Carrier represents and warrants that it has a "satisfactory" safety rating, and that it otherwise, or in addition adheres to "best-in-class" safe operating practices.

In any instance of loss or theft of, damage to, or delayed delivery of any shipment under Carrier's custody or control, Carrier shall be liable to RMX for the full actual value of such shipment and/or for the full amount of the loss caused by delay. The engaged Carrier shall be liable to broker and shipper for loss or damage as a common carrier, irrespective of whether the engaged Carrier allows any portion of the transportation services to be handled by another carrier or person not under the engaged carrier's exclusive direction of control. The engaged Carrier remains fully responsible to RMX and shipper for any losses associated with the goods transported.

To the full extent of their responsibility as Common Carrier, Carrier shall indemnify, defend, and hold harmless RMX and its customers, subsidiaries and affiliates and their respective officers, directors, and employees from and against any and all liabilities, injuries, loss, damages, claims, costs or expenses (including attorneys' fees and other costs of litigation, including expert fees) arising from any and all work or service performed by Carrier or its agents,

Carrier represents and warrants that it has and maintains Automobile Liability Insurance, Public Liability Insurance, Cargo Liability Insurance, and Workers Compensation as required by law and in accordance with the Contract, and with coverage amounts in accordance with the Contract.

Carrier shall issue a receipt to RMX for the shipment tendered in the form of a bill of lading or other document, provided, that RMX may require use of its own bill of lading or document. This Confirmation and the Contract supersede any terms or conditions contained in any such receipt, which shall not modify, amend, or supplement this Confirmation and the Contract. Carrier waives any recourse to shipper. This means that Carrier shall not make any claim against Shipper in connection with the above described transportation services. Carrier is providing the transportation services solely to RMX. Any rates, charges, fees, terms, and/or conditions contained in any tariff, circular, schedule, or similar document maintained or used by Carrier shall not apply, unless expressly agreed by the parties in a separate executed document signed by both parties.

Carrier's performance of the above-described transportation service shall be deemed full acceptance of the rates, terms, and conditions contained herein, and in RMX's Agreement for Motor Contract Carrier Services, which shall take precedence over this Confirmation (except if this Confirmation provides a compensation arrangement that is different from the compensation rates set forth in the Contract, and this Confirmation is signed by RMX, then the compensation arrangement in this Confirmation shall take precedence over the compensation schedule in the Contract). Fuel surcharges, if any, are included in the stipulated rate unless separately acknowledged.

Carrier shall strictly abide by RMX's seal policy. Under that policy, Carrier shall be liable for the full transaction value of the transported goods in the event the trailer is not maintained in a sealed condition for the entire trip. If shipper seals trailer, only the receiver may break the seal - NO EXCEPTIONS. Driver is not allowed to break the seal or to voluntarily consent that the seal be broken by others. Carrier shall notify RMX immediately in the event that a seal is broken before delivery.

If DOT, or law enforcement officer, breaks the seal for inspection of the trailer - it must be resealed and noted on the bill of lading by the officer. The driver must provide RMX with the time, place, manner, name and badge or identification number and agency that is requesting on breaking the seal.

Carrier agrees to submit paperwork providing bill of lading or delivery receipt, any loading or unloading receipts within 72 hours of delivery.

This agreement may not be changed or modified except by a writing signed by both parties. Any suit or claims will be brought exclusively in New York City, Lakewood Colorado or Dallas Texas at the election of the Plaintiff.

In addition to the terms of the carrier contract, Carrier must also satisfy and comply with Shipper requirements including handling instructions, temperature, driver qualification, driver safety rating, insurance, timely delivery, seal policy and food safety expectations that the Shipper has communicated to RMX. Your acceptance of this load signifies the incorporation of these additional terms in your carrier contract with Rocky Mountain Express, Corp.

Authorized Carrier Representative:

Joey Cimbalevic

12/08/2023 0809

Total Amount: \$3,642.00

BILL OF LADING

Page 1 of 1

SHIP FROM
 Name Gregory Packaging, Inc.
 Address 439 S. 55th Avenue
 Phoenix, AZ 85043
 USA

SHIP TO
 Name Merchants Foodservice - Alabama
 Delivery address ... 2450 Big M Blvd.
 Clanton, AL 35045
 USA
 Delivery Phone 601-583-4351

Bill of lading number :

BOL-166952



Door # _____

Carrier name *Royal 3*
 Seal numbers *2601504*
 Trailer number *289472*

Ship Date: 12/5/2023

Arrival Date: _____

BILL THIRD-PARTY FREIGHT CHARGES TO:

Name
 Address

☐ Master bill of lading: with attached
 Underlying bills of lading

Special instructions:

CUSTOMER ORDER INFORMATION

ORDER NUMBER / PO NUMBER	# PKGS	Weight	ADDITIONAL SHIPPER INFO
SO-107864 / 9133559	2640	40,800.00	
GRAND TOTAL	2640	40800	

CARRIER INFORMATION

ITEM ID	ITEM DESCRIPTION	HANDLING UNIT		PACKAGES		WEIGHT
		QTY.	TYPE	QTY.	TYPE	
400505	40/4.23 oz Grape 100% Juice	6	Pallet	840	Case	10,752.00
402405	40/4.23 oz Orange/Tan 100% Juice	6	Pallet	840	Case	10,752.00
410805	40/6.75 oz Fruit Punch 100% Juice	2	Pallet	192	Case	3,859.20
412405	40/6.75 oz Orange/Tan 100% Juice	1	Pallet	96	Case	1,929.60
412505	40/6.75 oz Very Berry 100% Juice	7	Pallet	672	Case	13,507.20
Totals include mixed pallets and pallet weights		22		2640		40800

Emma Davis
12-8-23
per 2640 cs
Merchand

X *[Signature]*

Please Note - All claims for damages, shortage, shipping errors, price discrepancies, etc. must be submitted to customer service within 24 hours of receipt of product / invoice for a credit to be considered.
 Please email all concerns to: CustomerSupport@suncupjuice.com

SHIP AT *DRY* DEGREES

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of lading, the property described above in apparent good order, except as noted (contents and condition of contents of package 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 its usual place of delivery at said destinations, 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 said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER SIGNATURE/DATE *[Signature]* 12/5/23

CARRIER SIGNATURE / PICKUP DATE

Trailer loaded

☒ By shipper

☐ By driver

Freight counted

☒ By shipper

☐ By driver/Pallets said to contain

☐ By driver/Pieces

Appt Time: 1100

Time In: 945

Time Out: 1055