

**Bill to:**

Fitzmark

,  
,  
,

Invoice Date: 07/16/2024

Invoice #: Order #1630954

Terms: NET 30

Due Date: 08/16/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/15/2024		49 Sumner St, Milford, MA 01757, USA - 1811 Cabin Branch Dr LANDOVER, MD 20785-3809			
			1	\$700.00	\$700.00

<b>TOTAL</b>
\$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**

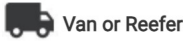
**DALLAS, TX 75320-5154**

**Tel: 844-899-8092**

# FITZMARK

## Load Confirmation

### Order# 1630954



Cargo Value of \$100,000.00

#### Special Instructions

MACROPOINT TRACKING REQUIRED\*\*Failure to do so will result in a \$75 reduction in rate.\*\*  
DRIVER IS REQUIRED TO HAVE AT LEAST 1 LOAD BAR(S) AND/OR LOADS STRAPS

#### Customer Notes

In an effort to ensure the safety of the dock personnel working at BM facilities, Benjamin Moore & Co (BM) and Complimentary Coatings Corporation (CCC) have instituted new procedures that will be implemented immediately. The following procedures will be adhered to at all BM facilities and MUST be followed by all drivers. Drivers failing to adhere to these requirements will be turned away and forced to make a new delivery appointment or send another driver in for a pick up. Drivers arriving at a Benjamin Moore or CCC facility must adhere to one of the following: 1. Surrenders the keys to his vehicle, or 2. Agrees to disconnect the airline to his trailer and have a gladhand lock installed, or 3. Agrees to drop the trailer and park the cab in a designated spot While being loaded or unloaded drivers will be advised that they must stay in the shipping area, the guard house, or the cab of their truck if it is NOT connected to a trailer at the loading dock. Drivers are NOT permitted in the plant. DO NOT ATTEMPT DELIVERY EARLIER THAN APPOINTED TIME OR RECEIVER WILL TURN AWAY UNTIL APPOINTED TIME. ALL INQUIRIES ABOUT APPOINTMENTS SHOULD GO THROUGH FETCH LOGISTICS, NOT THE RECEIVER Carriers must report any detention or lumper fees paid within 48 hours of delivery or the charges will be refused by Benjamin Moore. Documentation supporting lumper fees and/or detention must also be received by Fetch Logistics within 48 hours of delivery or charges will be refused by Benjamin Moore and carriers will not be reimbursed. Drivers please call Fitzmark when you arrive at shipper and when you leave so Ben Moore site can be updated. DRIVERS MUST CALL IN FOR DISPATCH BEFORE ARRIVING TO MILFORD. CARRIERS ARE NOT PERMITTED AT THE MILFORD FACILITY WITHOUT CALLING INTO FETCH FOR DISPATCH FIRST. Benjamin Moore requires all drivers to wear a safety vest when out of their vehicle at any Benjamin Moore facility. This means all drivers should have safety vests with them for this purpose. This policy is effective immediately. During cold months be sure reefer unit is set to HEAT, load is Protect From Freeze and not to go below 50 degrees Bol will show 45 which is fine but customer prefers 50 in case the trailer underneath gets ice build up and chills the floor too much. Benjamin Moore shipping facilities require that all trailers showing up at our BM facility have load bars and/or load straps in order to secure the freight. This requirement applies for all live loads and dropped trailers. 4.)Without the prior written consent of Broker, Carrier shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier, or in substituted service by railroad or other modes of transportation. Any unauthorized substitution of service or co-brokering may result in deduction of freight charges due. 5.) THE FOLLOWING IS FOR MILFORD PICK UP'S ONLY \*\*DO NOT FOLLOW GPS. DRIVER MUST FOLLOW DIRECTIONS GIVEN BY FITZMARK TO AVOID NON-TRUCK ROUTES. FAILURE TO FOLLOW THESE DIRECTIONS AND ENTRANCE TO DOWNTOWN MILFORD MAY RESULT IN PENALTY BY LOCAL LAW ENFORCEMENT.\*\* From Rt. 495 (north or south) Take exit 50 (formerly exit 20) to Rt. 85 S. toward

**ZIGI FREIGHT INC**  
**MC# 944686**  
630.485.7370  
630.485.6980

**Asta**  
630.485.7370 X 108  
asta@royal3inc.com

**FitzMark - MC# 586603**  
950 Dorman St. Indianapolis, IN 46202  
716.504.4284  
866.944.8717

**Joel Calabro**  
716.504.4284 X 384  
jcalabro@fitzmark.com

#### Shipment Stops

A	14-Benjamin Moore #14 Milford-SEE DIRECTIONS - NO GPS-Milford-01757 From Rt. 495 -Take exit 50 to Rt. 85 S. toward Milford-At first traffic light (Wendy's rest right), turn right onto Dilla St.-Take first left- Summer St.-Ben Moore left side. MILFORD, MA 01757	JUL 15, 2024 12:30	
			REF#
PICK	44,000 lbs      3456 Gallons      53 Feet		Paint Related 481608758 Material
B	36-Benjamin Moore #36 Landover-1811 Cabin Branch Dr-LANDOVER-20785-3809 1811 Cabin Branch Dr LANDOVER, MD 20785-3809	JUL 16, 2024 08:00	
			REF#
DROP	44,000 lbs      3456 Gallons		Paint Related ; Material

\*\*This agreement is subject to the terms of the carrier agreement previously executed between our companies\*\*  
1. Driver MUST call when loaded at pickup location and empty with verbal proof of delivery  
2. Delivery date and times are contractual. If driver is unable to adhere to the scheduled appointment times, or if delays are expected that may hinder an on-time delivery, driver must notify FitzMark immediately prior to appointment times or incur a pay deduction of \$100 per missed appointment.  
3. Signed confirmation, signed original Bill of Lading, invoice, lumper receipt, and all other supporting documentation must be sent with or before the POD before payment will be made.  
4. Lumper must be authorized by dispatch; receipt must have the lumper's name. If the driver anticipates detention prior to the 2 hour mark they must notify the FitzMark representative before it starts; Driver must have times in/out & signature on BOL and provide proof of detention (signed bills) within 24 hours.  
5. Carrier is responsible for all freight and accessorial charges not sent within 10 days (or accessorial charges sent after the POD).  
6. This rate is inclusive of all charges.  
7. Payment terms are net 30 days.  
8. Carrier is responsible for verifying load/skid count and temperature for all shipments. Discrepancies must be noted and reported back to FitzMark immediately, prior to departure.  
9. If you require FitzMark to cut a T-Check for you for any reason, there will be a \$15 processing fee.  
10. Driver must arrive with a clean, dry, hole-free trailer - or be subject to refusal with no compensation.  
11. Freight is to be run dedicated with no additional freight or consolidation unless specifically noted "Partial" or "LTL" on this rate confirmation.  
12. Carrier must comply with the FDA's Food Safety Modernization Act on regulated moves  
13. Driver is responsible for confirming the safe and appropriate loading of freight on their trailer. If freight is loaded in such a way that damage might be incurred due to shifting during transit, it is the driver's responsibility to have the shipper rework the product.  
14. Carrier shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier, or in substituted service by rail or other modes of transportation without the prior written consent of FitzMark. Any unauthorized substitution of service or co-brokering will result in forfeiture or deduction of freight charges due.  
15. It is the driver's responsibility to ensure trailer is sealed prior to departing any location that has loaded or left freight on the trailer. Driver, under no circumstances, is to remove the seal from the trailer without direct authorization from FitzMark. Removal of seal will result in forfeiture of contracted payment and claim filing for all freight on trailer.

Types	Units	Rate	Subtotal
Line Haul	1	\$700.00	\$700.00
USD Total (All Inclusive Rate - ICL FUEL SURCHARGES)		POD without supporting accessorial documents	\$700.00
		POD with supporting accessorial documents	\$700.00

**\*\* Please email your invoices & complete paperwork to [accounting@fitzmark.com](mailto:accounting@fitzmark.com). Please Include the FitzMark Load Number in the Subject Line.**

**\*\* Carriers will not be eligible for Quick Pay until 30 days after their first successfully delivered load.**

**\*\* NOAs should be sent to [NOA@fitzmark.com](mailto:NOA@fitzmark.com) to ensure timely and accurate payment.**

**\*\* For Payment Questions, Email [accounting@fitzmark.com](mailto:accounting@fitzmark.com) or call 317.475.0960 ext 199.**

**\*\*\* Fitzmark has 24-hour coverage! For afterhours updates or emergencies, please call 866.944.8717 or email [afterhours@fitzmark.com](mailto:afterhours@fitzmark.com) for assistance.**

Milford. At first traffic light (Wendy's restaurant on right), turn right onto Dilla St. Take first left onto Sumner St. Benjamin Moore will be on the left hand side.

**PLEASE SIGN AND EMAIL TO**  
**jcalabro@fitzmark.com**

OR FAX TO 7166899676

Signature

Asta Mijao

Name

Date

Driver's Name

Driver's Cell

Truck#

Trailer#

By signing, I acknowledge that I have read and understand the terms and conditions that FitzMark Indianapolis has set forth on this contract. I also understand that failure to adhere to these terms and conditions may result in a rate reduction at the discretion of FitzMark.

Ask about our QuickPay for 3%  
Direct deposit available!  
Contact [accounting@fitzmark.com](mailto:accounting@fitzmark.com)



## STRAIGHT BILL OF LADING--SHORT FORM--ORIGINAL--Not Negotiable

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of the Bill of Lading.

Carrier: 481608758  
From: Benjamin Moore & Co.  
49 Sumner Street  
Milford  
MA 01757

Time: 13:46:20 Shipping Date: 07/15/2024

SHIP TO: Benjamin Moore & Co.  
Landover -- DC  
1811 Cabin Branch Drive  
Landover MD 20785

SEAL: 17698585

SOLD TO:

\*SAME AS SHIP TO\*

SHIP TO:

Benjamin Moore &amp; Co.

Landover -- DC

1811 Cabin Branch Drive

Landover MD 20785

Limitation on Carrier's Liability: In all cases not

the property described below, in apparent good order,

except as noted (contents and condition of contents of

packages unknown) marked, consigned, and destined as

shown below, which said company (the "word company"

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

at said destination, if on its own highway route or routes, or

within the territory of its highway operations, 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 conditions not prohibited by law,

whether printed or written, herein contained which are

hereby agreed to by the shipper and accepted for himself

and his assigns.

Subject to Section 7 of Conditions, if this shipment

is to be delivered to the consignee without recourse

on the consignor, the consignor shall sign the following

statement:

The carrier shall not make delivery of this shipment

without payment of freight and all other lawful

charges.

BENJAMIN MOORE &amp; CO.

(Signature of consignor.)

If the shipment moves between two ports by

a carrier by water, the law requires that the bill

of lading shall state whether it is "carrier's or

shipper's weight."

NOTE: - Where the rate is dependent on value,

shippers are required to state specifically in

writing the agreed or declared value of the

property.

per

If charges are to be prepaid, write or stamp here,

"To be Prepaid."

Per

Agent, Per

Permanent Address of Shipper

TOTAL PACKAGES

4600363185/8004906998

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 appli-

cable regulations of the Department of Transportation.

TOTAL WEIGHT

IN POUNDS

43,500

PLACARDS

OFFERED

DRIVER'S

INITIALS

RECEIVED BY: X ON

DATE: 7/15/2024

FOR CHEMICAL EMERGENCY CONTACT CHEMTREC 800-424-9300

BMO150



# STRAIGHT BILL OF LADING---SHORT FORM---ORIGINAL---Not Negotiable

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of the Bill of Lading.

Time: 13:46:20 Shipping Date: 07/15/2024

From: Benjamin Moore & Co  
49 Sumner Street  
Milford  
MA 01757

37



MBOL #: 9000057785



SEALN: 17838585  
SOLD TO:  
#SAME AS SHIP TO

SHIP TO:  
Benjamin Moore & Co  
Landover - DC  
1811 Capin Branch Drive  
Landover MD 20785

PALLETS DROPPED: 28

PALLETS RETURNED:

SOLD TO  
C1236

ROUTE  
IPFRT

PAGE  
1

QTY PACKAGE  
809 BOX(ES)

DESCRIPTION  
PAINT OR PAINT RELATED  
MATERIALS

\*WEIGHT  
IN LBS.  
SUB TO CORR 35.865

EMERGENCY  
RESP GUIDE

120 EGL DRUM(S) PAINT OR PAINT RELATED MATERIALS 6.683

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said company (the word company 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 at said destination, if on its own highway route or routes, or within the territory of its highway operations, 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 conditions not prohibited by law, whether printed or written, herein contained which are hereby agreed to by the shipper and accepted for himself and his assigns.

Subject to Section 7 of Conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

BENJAMIN MOORE & CO.  
(Signature of consignor.)

\* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE: - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

per

If charges are to be prepaid, write or stamp here, "To be Prepaid."

ALL GOODS FAK CLASS = 55

Stephen  
Stevenson

7/16/24

PALLETS: 28 , PALLET WEIGHT: 952

RECEIVED BY: X ON

DATE: 7/15/2024

Order/Delivery:  
4600363185/8004906998

TOTAL PACKAGES

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.

TOTAL WEIGHT  
IN POUNDS

PLACARDS  
OFFERED

43.500

DRIVER'S  
INITIALS

Per

Agent, Per

Permanent Address of Shipper