

Bill to: AXLE LOGISTICS, INC 520 W SUMMIT HILL DRIVE , Knoxville, TN, 37902 Invoice Date: 07/27/2024 Invoice #: 1858802 Terms: NET 30 Due Date: 08/27/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/24/2024		1400 W. Marshall Dr., Grand Prairie, TX 75051 - 2150 International Pkwy, North Canton, OH 44720			
			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



Rate Confirmation Agreement

Lumper WILL NOT be paid without preapproval.

No double brokering allowed

Double brokering without prior written authorization will result in forfeiture of payment by Axle to Carrier.

Carrier agrees that it has or will implement tracking technology from pickup to delivery to fit shipper's criteria.

** Carrier's dispatch team agrees to contact Axle's offices upon discovery of any overages, shortages, or damaged product to report discrepancy before leaving the customer's premises.**

Axle requests that Carrier name "Axle Logistics, LLC" as an ADDITIONAL INSURED on Carrier's Auto Liability policy

Payment of undisputed freight charges requires:

- Current Certificates of insurance (auto liability, cargo, and worker's comp).
- Carrier authority, signed Axle Logistics Broker-Carrier Agreement, W-9 information, signed Axle Logistics load confirmation, signed BOL and carrier invoice.
- Documents must be submitted to:
- o Email to: invoices@axlelogistics.com
- o Fax to: 866-534-6005
- o Mail to: Axle Logistics, LLC 835 N Central St, Knoxville, TN 37917

This Rate Confirmation is deemed accepted by Carrier unless it is rejected within 4 hours of receipt. Notwithstanding the foregoing, receipt of shipment by Carrier constitutes acceptance of and agreement to the terms of this Rate Confirmation. Any communications regarding this load must be addressed to Axle Logistics' offices and not to its customer.

All charges are included in this Rate Confirmation. No additional charges or fees will be paid.

Detention will be paid ONLY if Axle Logistics is notified ONE HOUR PRIOR to detention occurring and times are clearly marked on BOL's. Axle Logistics Detention Rate: \$30.00 an hour after 2 hours MAX 5 hours to be paid. Detention will not be paid if late/missed appointment occurs. Axle Logistics will not pay detention or layover fees for weather related delays.

To the extent a customer maintains the right to and does impose late fees for missed/late pickups/deliveries, such fines are the responsibility of Carrier. Carrier agrees to the attached requirements from the shipper, if any. If there is any discrepancy between the bill of lading and/or any shipping instructions and the cargo actually tendered (especially for temperature controlled cargo), Carrier shall instruct its driver to contact Axle's offices for further instruction from the shipper. Notwithstanding the foregoing, Carrier agrees that it has the ultimate responsibility to safely and securely load all freight in accordance with all applicable law.

<u>Fuel Advance Option</u>: Fuel Advances will only be issued to the contact information for Carrier listed with the FMCSA and Carrier must have elected that it allows fuel advances. Carriers are eligible for 40% of agreed upon rate and no more than \$600.00 a day. There will be a 4% fee for all advances given including lumpers. <u>Quick Pay Option</u>: Quick Pay must be submitted to quickpay@axlelogistics.com and will be paid within 2 business days after receipt of all required documents via ACH. Carriers who utilize Axle Logistics' Quick Pay option must be enrolled in Axle Logistics' Quick Pay program. *There will be a 4% fee for all Quick Pays given

Carrier is exclusively responsible for following all federal, state, and provincial safety and Hours of Service guidelines to legally and safely transport shipments tendered by Axle Logistics. By accepting this Rate Confirmation, Carrier warrants and agrees that it will follow all rules and regulations concerning its choice of driver(s), including assigning a driver who can perform the transportation services without violating the Hours of Service or Drivers Regulations contained in 49 CFR 395 applicable at the time of acceptance of the shipment. Any property damage or bodily injury that occurs during the course of transit is the exclusive responsibility of Carrier, who is an independent contractor and not an agent or affiliate of Axle Logistics. Freight must not be trans-loaded without prior written approval or payment may be forfeited by Carrier. This Rate Confirmation incorporates the terms and conditions of the Broker-Carrier Agreement signed by Axle Logistics and Carrier or, if the Broker-Carrier Agreement has not been signed by Axle Logistics and Carrier, then the terms and conditions of Axle Logistics' standard Broker-Carrier Agreement that may be found by registering at https://gohighway.com/go/axle-logistics. In the event of a conflict between this Rate Confirmation and any Broker-Carrier Agreement between Axle Logistics and Carrier, this Rate Confirmation shall govern as to the provisions in conflict. Carrier understands and agrees that, for shipments sealed at origin or after each additional pickup/drop, the lack of a seal or any seal irregularities noted at destination shall be sufficient to render the shipment unsafe and a total loss, without the need for inspection, at the discretion of the shipper or consignee. Carrier acknowledges that any routing instructions from the shipper are provided for convenience only and that Carrier is solely responsible for choosing the route. Carrier has exclusive responsibility for all cargo tendered hereunder from the time of loading until delivery to the consignee evidenced by a signed delivery receipt.

> Axle Logistics, LLC 835 N. Central Street Knoxville, TN 37917 865-223-6603 www.axlelogistics.com



AXLE LOGISTICS, LLC 835 N. Central Street

*** Load Confirmation ***

1858802

Page

1

Knoxville, TN 37917 Dispatcher Greg Bennett Phone: (865) 686-8221 x5025 (866) 431-5399 Email: operations4@axlelogistics.com

Royal3 Inc Carrier:

Date:

Lombard 07/24/2024

Contact: Phone:

Fax:

1858802 Order Order:

Miles:

1194.0

Temp:

BOL: 1102548

Phone:

Commodity:

Packaging Materials

Weight: Trailer:

Date:

42164.0 Van (DAT)

Sterling

Reference: 8181733711

PU₁ Name: Poly America Inc.

Address: 1400 W. Marshall Dr.

IL

Date: 07/24/2024 1500

07/24/2024 1500 Contact: Keith Silverman

GRAND PRAIRIE TX 75051

(972) 337-7100

60148

Drvr Ld/Unld: No driver loading or unload

SO 2 Name: SAMS DISTRIBUTION

Address: 2150 INTERNATIONAL PKWY 07/27/2024 0545

07/27/2024 0545 Contact: **RCV**

NORTH CANTON OH 44720

Phone: (330) 899-1003

Reference number: DN Drvr Ld/Unld: No driver loading or unload

83308644

Payment Carrier Freight Pay: \$2,700.00





Greg Bennett Attn:

Instructions

Poly America Inc. - POLYHENV: ***SHIPPER IMPOSES LATE FEES OF UP TO \$400 FOR MISSED DELIVERY APPOINTMENTS AT RETAIL VENDORS UNLESS MECHANICAL BREAKDOWN OCCURRED AND DOCUMENTATION IS PROVIDED.***

SHIPPER REQUIRES ATLEAST 3 LOAD LOCKS, SUBJECT TO DEDUCTION IF MISSING LOAD LOCKS

SHIPPER REQUIRES CONTINUOUS TRACKING. FAILURE TO ACCEPT TRACKING REQUESTS COULD FORFEIT FOR DETENTION.

AXLE LOGISTICS MUST BE NOTIFIED OF ANY PRODUCT SHORTAGES BEFORE LEAVING DELIVERY. FAILURE TO DO SO COULD RESULT IN A CLAIM TO THE CARRIER FOR THE MISSING PRODUCT.

POD/Costco Receipt required for all invoices

In the event of mechanical breakdown or driver inability to make on time delivery, carrier agrees to allow third party carrier arranged by Axle to power the trailer containing this cargo, provided that third party carrier signs trailer interchange agreement. In such event, the terms of Section III.E of the Broker Carrier Agreement shall apply, and Carrier shall remain liable for the cargo.

Poly America Inc. - ***Sams/Walmart/Target deliveries: drop trailer appointments are not authorized for delivery. Driver must receive stamped PODs for each BOL***
Face mask required for pickup

*****Poly Trucking Entrance Address: 1350 W Freeway St, Grand Prairie, TX 75051
SAMS DISTRIBUTION - **STRICT DEL // MUST DELIVER ON (DATE) // LATE FEES APPLY

Late/Missed appointments will result in a \$400 fine.

Axle Logistics will not pay layover/detention for missed/late delivery appointments.



Sterling Medica

Elizander (702) 980-6369

736

MPOWERED BY
MCLECC
SOFTWARE

(X) Accept

() Decline

Attn: Greg Bennett

Poly-America, L.P.

2000 W. Marshall Dr. • Grand Prairie, TX 75051 • USA



Date/Time

Straight Bill of Lading & Transportation Agreement

Consigned To: DELIVERY INSTRUCTIONS APPT: 48

002297

SAMS DISTRIBUTION CENTER 6492 2150 INTERNATIONAL PKWY

DEPT:

00063

PO: 8181733711

7/27/24 6:15 26562609

PO TYPE: 0020

NORTH CANTON, OH 44720

330-899-1003

GLN: 0605388002297

VICS BOL: 00732570029935512

FRT VNDR: AXLE LOGISTICS LLC SCAC: TRAILER#: CONTRACTOR

Quantity 11/44 To		CARRIER:	HOYAL 3 INC			
Quantity U/M	Code	Description	Cust SKU		_	
168 CASE	TSSM10006W	1000 CT WHITE T-SHIRT BAGS		Weight Frt Cls NMFC		
252 CASE	TSSM10006B		630294349	2213 60 020480	03	
			632163699	3355 60 020480	03	
	MM50220HP	M-MARK 50 GAL 220 CT HD	638503579			
1680 CASE	1012211-000	M-MARK 33 CAT DO OF		00 020400	03	
720 CACE		of of ph the	639883359	17983 60 020480	03	
		M-MARK 13 GAL DS 200 CT WH FLX	980143632	8299 60 020480	0.2	
240 CASE	MM13XHFN200W-FP	M-MARK 13 GAL DS 200 CT WH FLX	9901/262/	0204001		
315 CASE			300143634	2788 60 0204800	03	
	THE STREET OF THE STREET	M-MARK 55 GAL WC 80 CT BLK EMB	990304472	4458 60 0204800	03	

TOTAL ORDER WEIGHT:

42049

LBS

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the Carrier and the shipper, if applicable and which are incorporated herein by reference, otherwise to the rates, classifications, and rules that have been established by the Carrier and are available to the shipper on request, the property described above, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned and destined as shown above which said Carrier agrees to carry to destination, if on its route, otherwise to deliver to another carrier on the route to said destination. Driver, on behalf of himself/herself and his/her Carrier, shall be responsible for loading, placement and unloading of all shipments, regardless of whose personnel actually loads or unloads the shipment. Driver, on behalf of himself/herself and his/her Carrier, shall be responsible for any damages to freight after leaving shipper's premises at which the freight was loaded. Driver hereby warrants that he/she was able to fully inspect the safety of the load, and acknowledges that failure to notify personnel at the location of loading of driver's inability to inspect the load or driver's objection to the manner of loading or securement constitutes a waiver by driver and his/her Carrier of any and all claims arising out of the manner in which the freight is loaded and/or secured. DRIVER, ON BEHALF OF HIMSELF/HERSELF AND HIS/HER CARRIER, HEREBY AFFIRMS THAT: (1) HE/SHE HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CARRIER; (2) HE/SHE HAS INSPECTED THE FREIGHT AFTER IT WAS LOADED; (3) THERE WERE NO PROBLEMS WITH EITHER THE LOAD OR THE MANNER IN WHICH THE FREIGHT WAS LOADED; AND (4) CARRIER SHALL INDEMNIFY, DEFEND, AND HOLD SHIPPER AND ITS DIRECTORS, OFFICERS, AGENTS AND AFFILIATES HARMLESS FROM AND AGAINST ANY DAMAGES RELATING TO NEGLIGENT LOADING AND/OR THE FAILURE TO WARN CARRIER ABOUT ANY DANGERS THAT MIGHT BE ASSOCIATED WITH TRANSPORTING, USING, AND/OR HAULING THE SUBJECT FREIGHT. THE INDEMNIFICATION PROVIDED IN THIS SECTION WILL BE APPLICABLE WHETHER OR NOT THE SOLE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED. ON THE INDEMNIFIED PARTY, OR THE SOLE OR CONCURRENT LIABILITY IMPOSED VICARIOUSLY ON THE INDEMNIFIED PARTY, IS ALLEGED OR PROVEN. Driver, on behalf of himself/herself and his/her Carrier, hereby certifies that he/she is familiar with all the terms and

conditions of this agreement and that the said terms are hereby agreed to. If freight charges are to be billed to shipper, print here: "Prepaid"; PRE-PAID Signature certifies acceptance of quantities and sizes of material as indicated. Carrier hereby designates the broker (if any) as its agent for the collection of freight charges. When freight charges are paid to the broker, CARRIER AGREES NOT TO HOLD SHIPPER OR CONSIGNEE LIABLE FOR SAID CHARGES. Pieces Pieces Receiver Shipped: Shipped: Received: Poly-America, L.P. Origin: (01) 2000 W. MARSHALL DR., GRAND PRAIRIE, TX 75051 Shipper: Permanent post-office address of shipper: 2000 W. Marshall Dr., Grand Prairie, TX 75051 (972) 337-7273 Carrier 07/24/2024 20:00:48 All printed dates and times reflect Central Time zone

Poly-America, L.P.

2000 W. Marshall Dr. • Grand Prairie, TX 75051 • USA



Straight Bill of Lading & Transportation Agreement

DELIVERY INSTRUCTIONS APPT: 48 Date/Time: 7/27/24 6:15 Consigned To: 002297 26562609 SAMS DISTRIBUTION CENTER 6492 PO TYPE: 0020 PO: 8181733711 2150 INTERNATIONAL PKWY DEPT NORTH CANTON, OH 44720 FRT VNDR: AXLE LOGISTICS LLC SCAC: AXLL TRAILER#: CONTRACTOR AXLL CONTRACTOR ROYAL 3 INC 330-899-1003 VICS BOL: 00732570029935512 GLN: 0605388002297 Quantity U/M Code Description Cust SKU Weight 252 CASE TSSM10006B 1000 CT BLACK T-SHIRT BAGS 632163699 60 02048003 168 CASE MM50220HP M-MARK 50 GAL 220 CT HD 638503579 2953 02048003 60 1680 CASE MM33HF000B M-MARK 33 GAL DS 90 CT BL FLX 639883359 17983 02048003 60 720 CASE MM13XHF200W M-MARK 13 GAL DS 200 CT WH FLX 980143632 8299 60 02048003 240 CASE MM 3XHFN200 N-MARK 13 GAL DS 200 CT WH FLX 2788 60 02048003 315 CASE MMR55WCE08 55 GAL WC 80 CT BLK EMB 990304472 4458 60 02048003 TOTAL ORDER WEIGHT: 42049 LBS

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the Carrier and the shipper, if applicable and which are incorporated harein by reference, otherwise to the rates, classifications, and rules that have been established by the Carrier and are available to the shipper on request, the property described above, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked consigned and destined as shown above which said Carrier agrees to carry to destination, if on its route, otherwise to deliver to another carrier on the route to said destination. Driver, on behalf of himself/herself and his/her Carrier, shall be responsible for loading, placement and unloading of all shipments, regardless of whose personnel actually loads or unloads the shipment. Driver, on behalf of himself/herself and his/her Carrier, shall be responsible for any damages to freight after leaving shipper's premises at which the freight was loaded. Driver hereby warrants that he/she was able to fully inspect the safety of the load, and acknowledges that failure to notify personnel at the location of loading of driver's inability to inspect the load or driver's objection to the manner of loading or securement constitutes a waiver by driver and his/her Carrier of any and all claims arising out of the manner in which the freight is loaded and/or secured. DRIVER, ON BEHALF OF HIMSELF/HERSELF AND HIS/HER CARRIER, HEREBY AFFIRMS THAT: (1) HE/SHE HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CARRIER; (2) HE/SHE HAS INSPECTED THE FREIGHT AFTER IT WAS LOADED; (3) THERE WERE NO PROBLEMS WITH EITHER THE LOAD OR THE MANNER IN WHICH THE FREIGHT WAS LOADED; AND (4) CARRIER SHALL INDEMNIFY, DEFEND, AND HOLD SHIPPER AND ITS DIRECTORS, OFFICERS, AGENTS AND AFFILIATES HARMLESS FROM AND AGAINST ANY DAMAGES RELATING TO NEGLIGENT LOADING AND/OR THE FAILURE TO WARN CARRIER ABOUT ANY DANGERS THAT MIGHT BE ASSOCIATED WITH TRANSPORTING, USING, AND/OR HAULING THE SUBJECT FREIGHT. THE INDEMNIFICATION PROVIDED IN THIS SECTION WILL BE APPLICABLE WHETHER OR NOT THE SOLE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE INDEMNIFIED PARTY, OR THE SOLE OR CONCURRENT LIABILITY IMPOSED VICARIOUSLY ON THE INDEMNIFIED PARTY, IS ALLEGED OR PROVEN. Driver, on behalf of himself/herself and his/her Carrier, hereby certifies that he/she is familiar with all the terms and conditions of this agreement and that the said terms are hereby agreed to

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Pieces Receiver freight charges 3,543 Received: Shipped: Shippe Signature: Date: Origin (01) 2000 W. MARSHALL DR., GRAND PRAIRIE, TX 75051 Permanent post-office address of shipper: 2000 W. Marshall Dr., Grand Prairie, TX 75051 (972) 337-7273 Carrier 07/24/2024 20:00:48 Date/Time: DRIVER All printed dates and times reflect Central Time zone



TRAILER CONTROL RECORD: 659452

(Home DC#: DC 6492

232177

PYTG

83308644

07/27/2024 06:15

07/27/2024 05:03

TRAILER#

CARRIER

DELIVERY#

APPT TIME

ARRIVAL D/T

ARRIVAL INFORMATION

CURRENT SEAL#: EMPTY

REEFER FUEL LEVEL:

LOAD ID#: 209588037

RECEIVING OFFICE

RECEIVING DOCK

ASSIGNED BY:

CLOSED BY:

ARRIVAL AT WINDOW:

UNLOAD END TIME:

UNLOAD START 07/27/2024 06:20 AVAILABLE AT

PAPERWORK

RETURN/TRANSFER

REASON:

RE-ENTRY

SEAL INFORMATION

RECEIVING OFFICE

OUTBOUND INFORMATION

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Cancel