

**Bill to:**

AXLE LOGISTICS, INC
520 W SUMMIT HILL DRIVE ,
Knoxville,
TN,
37902

Invoice Date: 07/27/2024

Invoice #: 1866062

Terms: NET 30

Due Date: 08/27/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/26/2024		715 Thompson Lane, PC11878, Nashville, TN 37204 - 17200 Warwick Blvd, Newport News, VA 23603			
			1	\$1,700.00	\$1,700.00

TOTAL
\$1,700.00

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

Axle Logistics

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.

Fuel Advance Option: 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. **Quick Pay Option:** 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



Page 1

Knoxville, TN 37917

*** Load Confirmation ***

1866062

Dispatcher Matthew Howard Phone: (865) 622-6246 Fax:

Email: jacob.perry@axlelogistics.com

Carrier:	Royal3 Inc	Contact:	Kelly Ivanovic
	Lombard IL 60148	Phone:	(630) 485-7370
Date:	07/26/2024	Fax:	(630) 485-6980

Order	Order: 1866062	Commodity:	Beverages - Non Alcoholic, No Temp Control
	Miles: 668.0	Weight:	44500.0
	Temp:	Trailer:	Van (DAT)
	BOL: 1006365731	Reference:	70678902

PU 1	Name:	Pepsi Bottling - Nashville Plant SP_1K26	Date:	07/26/2024 1100
	Address:	715 Thompson Lane		07/26/2024 1100
		PBC1178	Contact:	
		NASHVILLE TN 37204	Drvr Ld/Unld:	No driver loading or unload
	Phone:			
	Reference number:	EH USD		
	Reference number:	KR 70678902		
	Reference number:	PO 1006365731		
	Reference number:	PU 1006365731		
	Reference number:	ZZ A		

SO 2	Name:	Pepsi Bottling Group - PBC516	Date:	07/27/2024 1200
	Address:	17200 Warwick Blvd		07/27/2024 1200
		NEWPORT NEWS VA 23603	Contact:	
	Phone:		Drvr Ld/Unld:	No driver loading or unload
	Reference number:	PO 1006365731		
	Reference number:	PU 1006365731		

Payment	Carrier Freight Pay:	\$1,700.00
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Attn: Matthew Howard

Instructions

Pepsi Bottling - Nashville Plant SP_1K26 - PEPSCOOH: ===== DISPATCH COMMENT =====

*Per the Customer's instructions:

Customer requires load to be strapped and secured. Carrier is exclusively responsible for securing the cargo. Axle Logistics is not responsible for and will not compensate for shifted product or restacking/reworking fees, charges, or penalties.

Carrier is responsible to ensure driver checks the provided load number and receiving address paperwork match the rate confirmation; if anything differs please reach out to an Axle Logistics representative immediately.

The seal must only be broken by a PepsiCo approved employee from either the shipper or the receiver. If the seal is broken, it can result in a full claim of the product and destruction at the cost of the carrier.

If the seal is broken by law enforcement, it must be documented and signed on the BOL and the officer should provide a new seal and provide the appropriate paperwork and authorization.

If all or part of a shipment is rejected by the receiver, carrier driver must wait on site until given instruction from an Axle Logistics representative. If the seal has already been broken by the receiver and the driver is asked to leave the receiving facility, the driver must have the trailer resealed by a PepsiCo approved employee and notify an Axle Logistics representative in writing before they exit. Failure to have the trailer resealed in this event could result in a full claim of the load at the responsibility of the carrier.

To qualify for detention pay, the carrier driver is responsible to keep track of in and out time at shipper and/or receiver and must utilize tracking for the full duration of the shipment.

Carrier Driver must be checked in by an employee at the shipper by or before the appointment time on the rate confirmation (if one applies). Drivers waiting in line to check-in will not be counted on time for pick up, only from the time they arrive to the gate.



Kelly Ivanovic

Miguel
(786) 975-8337

☒ Accept

☐ Decline

729
289473



Attn: Matthew Howard

Date: 07/26/2024

SHIP FROM

US-PL-NASHVILLE-TN-OUT
715 THOMPSON LN
NASHVILLE TN 37204-3609
USA

SID#70678902

FOB: ☐

Delivery Number:

1504559914



SHIP TO

US-PL-NEWPORT NEWS-VA-CBM
PRODUCTION PLANT
17200 Warwick Blvd
NEWPORT NEWS VA 23603-1312FOB: ☐

Carrier Name: AXLE LOGIS

Trailer Number: 289473

Seal Number(s): 00598983

SCAC: AXLL

FO/TU Number: 100376766



THIRD PARTY FREIGHT CHARGES BILL TO:

Pepsi Beverages Company
C/O Cass Information Systems
PO Box 17666
St. Louis, MO 63178-7666

Freight Charge Terms: (Freight Charges are Prepaid unless marked otherwise)

Prepaid

Collect

3rd Party

SPECIAL INSTRUCTIONS:

Bol Number R117820850937

☐ Master Bill of Lading with attached underlying Bill of Lading

CUSTOMER ORDER INFORMATION

CUSTOMER ORDER NUMBER	#PKGS	WEIGHT	PALLET/SLIP	ADDITIONAL SHIPPER INFO
1006365731	28	44,968 LB		
GRAND TOTAL	28	44,968 LB		

CARRIER INFORMATION

HANDLING UNIT		PACKAGE		WEIGHT		H.M.	COMMODITY DESCRIPTION <small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(a) of NFMCO Item 350</small>	LTL ONLY	
QTY	TYPE	QTY	TYPE			(X)		NMFC#	CLAS
28	PALLET WOO	8,960	EA	44,968	LB				
28		8,960		44,968	LB				
GRAND TOTAL									

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

*The agreed or declared value of the property is specifically stated by the shipper to be not exceeding

per

COD Amount: \$

Fee Terms: Collect: ☐ Prepaid: ☐Customer Check Acceptable: ☐

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C.

14706(c)(1)(A) and (B).

RECEIVED. Subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are applicable to the shipper, on request, and to all applicable state and federal regulations.

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

Signature _____ Shipper

SHIPPER SIGNATURE/DATE

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 applicable regulations of the U.S. DOT.

Trailer Loaded:

☐ By Shipper
☐ By Driver

Freight Counted:

☐ By Shipper
☐ By Driver/ Pallets said to contain
☐ By Driver/Pieces

CARRIER SIGNATURE/PICKUP DATE

Carrier acknowledges the receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the US DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

Delivery note

US-PL-NASHVILLE-TN-OUT
715 THOMPSON LN
NASHVILLE TN 37204-3609
USA

Recipient US-PL-NEWPORT NEWS-VA-CBM
PRODUCTION PLANT
17200 Warwick Blvd
NEWPORT NEWS VA 23603-1312
USA

Delivery	1504559914
Creation date	07/26/2024 01:04:25
Order No.	1006365731
Ship-to party	1370
Delivery date/time	07/27/2024 09:00:00
Route	US0000
Printout on	07/26/2024 21:23:21

Conditions				
Shipping conditions	01	Weights/Volumes		
	Standard	Total weight	44,968	LB
Incoterms	EXW	Total Volume	57	YD3
	Ex Works			
	EXW			

Item	Product	Short Description	Quantity	Weight	Volume
10	300011010	DT MTN DEW ORG PET 2L 1P8C S	1,120	CS	43,568 LB
					1,521 GAL
20	1200000066	PALLET WOOD	28	EA	1,400 LB
					1 YD3

BILL OF LADING

SHIP FROM US-PL-NASHVILLE-TN-OUT 715 THOMPSON LN NASHVILLE TN 37204-3609 USA		Delivery Number: 1504559914 
SID#70678902	FOB: <input type="checkbox"/>	
SHIP TO US-PL-NEWPORT NEWS-VA-CBM PRODUCTION PLANT 17200 Warwick Blvd NEWPORT NEWS VA 23603-1312		Carrier Name: AXLE LOGIS Trailer Number: 289473 Seal Number(s): 00598983
FOB: <input type="checkbox"/>		SCAC: AXLL FO/TU Number: 100376766 
THIRD PARTY FREIGHT CHARGES BILL TO: Pepsi Beverages Company C/O Cass Information Systems PO Box 17666 St. Louis, MO 63178-7666		Freight Charge Terms: (Freight Charges are Prepaid marked otherwise) Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/>
SPECIAL INSTRUCTIONS: Bol Number R117820850937 		<input type="checkbox"/> Master Bill of Lading with attached underlying Bill of Lading <div style="text-align: right;"> 17 JUL 2024 1</div>

CUSTOMER ORDER INFORMATION									
CUSTOMER ORDER NUMBER		#PKGS		WEIGHT		PALLET/SLIP		ADDITIONAL SHIPPER	
1006365731		28		44,968 LB					
GRAND TOTAL		28		44,968 LB					

CARRIER INFORMATION									
HANDLING UNIT		PACKAGE		WEIGHT		H.M.	COMMODITY DESCRIPTION		L1
QTY	TYPE	QTY	TYPE			(X)	<small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(a) of NFMIC Item 300.</small>		NMF
28	PALLET WOOD	8,960	EA	44,968	LB				
28		8,960		44,968	LB		GRAND TOTAL		

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:
The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

RECEIVED: Subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are applicable to the shipper, on request, and to all applicable state and federal regulations.

SHIPPER SIGNATURE/DATE <small>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 applicable regulations of the U.S. DOT.</small>	Trailer Loaded: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver	Freight Counted: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver/ Pallets said to contain <input type="checkbox"/> By Driver/Pieces	CARRIER SIGNATURE/PICKUP DATE <small>Carrier acknowledges the receipt of packages and required placards emergency response information was made available and/or carrier emergency response guidebook or equivalent documentation in the Property described above is received in good order, except as noted</small>
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COD Amount: \$ _____
Fee Terms: Collect: ☐ Prepaid: ☐
Customer Check Acceptable: ☐
Signature: _____
14706(c)(1)(A) and (B): _____
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges: _____

Order US-PL-NASHVILLE-TN-OUT
715 THOMPSON LN
NASHVILLE TN 37204-3609
USA

Delivery note

Delivery 1504559914
Creation date 07/26/2024 01:04:25
Order No. 1006365731
Ship-to party 1370
Delivery date/time 07/27/2024 09:00:00
Route US0000
Printout on 07/26/2024 21:23:21

Recipient US-PL-NEWPORT NEWS-VA-CBM
PRODUCTION PLANT
17200 Warwick Blvd
NEWPORT NEWS VA 23603-1312
USA

Conditions

Shipping conditions 01
Standard
Incoterms EXW
Ex Works
EXW

Weights/Volumes

Total weight 44,968 LB
Total Volume 57 YD3

Item	Product Short Description	Quantity	Weight Volume
10	300011010 DT MTN DEW ORG PET 2L 1P8C S	1,120	CS 43,568 LB 1,521 GAL
20	1200000066 PALLET WOOD	28	EA 1,400 LB 1 YD3