

Bill to:

R2 LOGISTICS, INC

Invoice Date: 08/03/2024 Invoice #: 1434005 Terms: NET 30 Due Date: 09/03/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/31/2024		31800 GREAT WESTERN DR, WINDSOR CO 80550 - 600 NEW COMMERCE BLVD, WILKES-BARRE PA 18706			
			1	\$3,100.00	\$3,100.00

TOTAL		
\$3,100,00		

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

PRO # 1434005

Rate Confirmation

07/31/24 16:55:41 (EST)



R2 LOGISTICS
7643 GATE PARKWAY
SUITE 104 PMB 150
JACKSONVILLE FL 32256

F DCS TEAM-H R (214) 451-2655 0 М dcsteamh@r2logistics.com C ROYAL3 INC Α (630) 485-7370 (p) R (630) 485-6980 (f) R MC# 944686 Truck # DOT 2828543 Trailer # w97039 Ε Driver RAFAEL Cell# (347) 794-8760

Size & Type: 53' VAN Description: FREIGHT Miles: 1655

Pieces: 19 Weight: 43724

CHARGES		DISPATCH NOTES
LINE HAUL RATE	3100.00	driver must track on project 44 FOR DURATION OF THIS SHIPMENT.
TOTAL RATE USD	3100.00	

PICK 1

INTERSAND AMERICA CORP 31880 GREAT WESTERN DR WINDSOR CO 80550

Hours : 0800-2100

Appointment 07/31/24 @ 14:00

Appt Notes: CLOSES 9PM

Pieces: 19 Weight: 43724

STOP 1

AVP1

600 NEW COMMERCE BLVD WILKES-BARRE PA 18706

Appointment 08/03/24 @ 09:00

Pieces: 19 **Weight:** 43724

***Driver must accept MacroPoint and track for the duration of this load. Any failure to do so will result in a minimum of a \$250 fine, deducted from the settlement of this load. Any delivery date and time, other than what is listed on the Rate Agreement, will result in a minimum of a \$200 fine, deducted from the settlement of the load. Repair receipts must accompany any breakdowns in transit or carrier will be fined \$200 if delivery date and time on this Rate Agreement is not met. That fine will be deducted from the settlement of this shipment . ***

- ***R2 MUST BE NOTIFIED 3 HOURS PRIOR TO DELIVERY APPOINTMENT IF THE DRIVER WILL BE LATE. ANY LATE OR MISSED DELIVERIES MAY RESULT IN LONG DWELL TIMES AND/OR LAYOVER(S) UNTIL NEXT AVAILABLE APPOINTMENT IS SCHEDULED. ***
- ***CARRIER FORFEITS ANY ACCESSORIAL MONIES, FOR EXTENDED DWELL TIMES IF ORIGINALLY SCHEDULED APPOINTMENT IS NOT MET.***
- ***IN ORDER FOR DETENTION TO BE APPLICABLE, DRIVERS MUST CHECK IN/OUT ON THE TABLET AT ANY CHEWY FULFILLMENT CENTER. ***
- *** WOODEN LOAD BARS WILL NOT BE ACCEPTED AND MUST BE METAL LOAD BARS.
- **On-time dropped trailer shipments held 72 hours past their dated appointment will receive \$50/day\$ layover.
- ***Driver must call for verbal dispatch 480-374-6050
- **Drivers must accept Macropoint and leave on for the duration of the shipment.
 No accessorials will be approved if a carrier is not on Macropoint.
- ***Carrier must EMail DCSTEAMH@R2Logistics.com within 1HR of detention.
 Failure to notify R2 within 1HR of occurrence results in time starting 1 HR from time of EMail. Arrival and Departure times to be clearly written on BOL by shipper/receiver. Please EMail to DCSTEAMH@R2Logistics.com within 24HRS for payment. Failure to email within 24HR of occurrence may result in non-approved

(Continued On Next Page)

Carrier Signature	D	ate /		1
Darrier Digitature		aic/		
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SUITE 104 PMB 150
JACKSONVILLE FL 32256

F R O	DCS TI (214)	EAM-H 451-2655		
M	dcste	amh@r2logi	stic	s.com
C A	ROYAL			
R	' '	485-7370	(p)	
R	, ,	485-6980	(f)	
ı	MC#	944686		Truck #
Ε	DOT	2828543		Trailer # w97039
R	Driver	RAFAEL		Cell# (347) 794-8760

charges.

Remarks: Please submit ALL pages of the POD with a receiver signature within 72 hours of delivery.

CARRIERS MUST REPORT DETENTION 1 HOUR PRIOR TO OCCURANCE AND MUST SUBMIT LUMPER RECEIPT WITHIN 24-48 HOURS OF DELIVERY IF THERE IS ONE. FAILURE TO DO SO WILL RESULT IN NON-PAYMENT OF CHARGES.

Payment

Invoicing, document collection and payment for all completed loads will be made electronically using Epay Manager at www.epaymanager.com. Using this system, an electronic invoice will be created within 48 hours after delivery and available for review in the Epay Portal. Each invoice will allow you to send and attach PODs and manage disputes. All payments will be made in U.S. dollars unless approved in writing by R2 Logistics in advance of the shipment.

R2 Master Motor Carrier Agreement Supplement and Carrier Load Confirmation Conditions

THIS LOAD CONFIRMATION IS SUBJECT TO THE CONDITIONS OF THE MASTER MOTOR CARRIER AGREEMENT PREVIOUSLY EXECUTED BETWEEN OUR COMPANIES AND THIS ESTABLISHES A SUPPLEMENT TO THE TERMS OF THAT AGREEMENT. WE AGREE TO PAY THE RATES AND CHARGES SHOWN AND NO DIFFERENT TARIFF, RATE, OR SCHEDULE OF RATES APPLIES. THIS LOAD CONFIRMATION IS INCLUSIVE OF ALL CHARGES UNLESS ORAL AND WRITTEN FAX/EMAIL OBJECTIONS ARE MADE TO ITS TERM, WITHIN TWENTY FOUR (24) HOURS OF RECEIPT OR PRIOR TO WORK BEING INITIATED, WHICH EVER IS EARLIER.

Additional Terms

1. Service and Rate Stipulation

This rate is reliant upon successful and on-time completion of all load terms as orally fixed or written on this supplement. Shipper may reduce the rate if carrier fails to complete any shipment terms and conditions. Shipper may reduce the rate if the load picks up or delivers after originally scheduled date and time. Carrier acknowledges that failure to complete any terms and conditions on this shipment may endanger or result in loss of future business opportunities with R2 Logistics, Inc. and/or cancellation of the Master Motor Carrier Agreement. No pick-up or delivery appointments will be made by R2 Logistics that directly violate hours of service regulations and any routing information given is for informational purposes only. By accepting this load, Carrier ensures that driver is able to complete the load within reasonable dispatch while remaining in compliance with hours of service regulations.

2. Seal Integrity and Food Safety

Only authorized personnel can remove seal(s) upon arrival to the destination site unless required by in-transit inspections(Law enforcement, DOT or other regulatory agencies). If a seal is broken in-transit, it must be communicated immediately to the broker. Failure by carrier to maintain seal integrity throughout the trip may result in a claim. Carrier also ensures that its driver has been properly trained and is able to comply with Food Safety and Seal Integrity procedures posted on our website: www.R2Logistics.com/FoodSafety

3. Accessorial Charges/OSD

Accessorial charges (including but not limited to loading/unloading, detention, and/or layover charges) must be authorized and approved prior to or at time of occurrence. Carrier shall ensure the bill of lading is notated either when handling is required, or when detention occurs by providing times and signatures from the facility detention is occurring, that a lumper receipt is provided when a lumper is hired, and/or that both are included as supporting documents with the Carrier's invoice. R2 Logistics, Inc. will not provide reimbursement of accessorial charges that were not pre-approved. All overage, shortage, and damage must be reported to R2 Logistics, Inc. immediately, at time of occurrence, and noted on the bill of lading.

4. Exclusive Use of Trailer

Unless R2 Logistics, Inc. provides written notice herein that this term does not apply to this shipment, Carrier's motor vehicle equipment shall be dedicated to R2 Logistics, Inc.'s exclusive use while transporting freight proposed by R2 Logistics, Inc. pursuant to this Rate Confirmation and Carrier's Master Motor Carrier Agreement with R2 Logistics, Inc. Carrier's violation of this exclusive use obligation shall result in Carrier's surrendering its right to be paid for the transportation services intended by this Load Confirmation, not as penalty, but as liquidated damages.

5. Cargo insurance Stipulation

Pursuant to R2 Logistics, Inc.'s Master Motor Carrier Agreement, carrier will provide an amount of cargo insurance coverage sufficient to cover the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude coverage of any commodities or cargo carried on this order. Carrier's cargo insurance policy should cover the full value of the cargo, and not limit cargo claims to any amount less than full retail value, if not listed on the Bill of Lading for this shipment. If carrier's insurance policy includes a schedule of covered vehicles, carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on carrier's cargo insurance policy. All overage, shortage, and damage must be reported to R2 Logistics, Inc. immediately, at time of occurrence, and noted on the bill of lading.

6. Weight Stipulation

All carriers are required to scale 45,000 lbs. regardless of weight stated on page 1 of this rate agreement. Any carrier that cannot legally scale 45,000 lbs. is required to notify R2 Logistics, Inc. at the time this rate agreement is received and before any truck has been dispatched. Failure to do so may result in loss of load and carrier will forfeit monetary damages against R2 Logistics, Inc. resulted from neglect of carrier to report such occurrence. By carrier accepting load, they agree that their equipment can scale up to 45,000 lbs. and agreed upon rate in not adjusted for any variance unless over 45,000 lbs.

7. After Hours Contact Information

R2 Logistics, Inc. offers 24/7 assistance for any problems or issues after regular business hours or over the weekends in all of our offices. Please call the number listed on the front page of the rate confirmation.

8. ARB-Compliance

R2 Logistics, Inc. requires that only CARB Compliant equipment be dispatched on California highways and railways. By accepting a load, you agree that vehicle being assigned to our load is fully compliant with CARB regulations and agree to take full responsibility for any and all fines, charges and fees associated with any failure to comply.

9. Driver Loaded Requirement

If BOL is marked Driver Count/Pieces at shipper, driver must confirm the correct amount was loaded BEFORE signing/leaving facility. Call a Representative of R2 Logistics, Inc. if shipper will not recount or if there is an error. Customer will file claim if driver signs for incorrect number of cases shipped.

E-Signed: 07/31/2024 03:57 PM CDT

Sterling Medica sterling@royal3inc.com IP: 50.76.79.115

Sertifi Electronic Signature

DocID: 20240731155525460

Doc ID: 20240731155525460 Sertifi Electronic Signature

Intersand America Corp. 90, boulevard Marie-Victorin Boucherville (Quebec) J4B 1V6 Canada

PICK-UP CUSTOMER 1710 1710 CHEWY, INC., A DELAWARE CORP. CHEWY HANOVER Shipping point 1710 RS41104729 Jul 31, 2024 Jul 2, 2024 Customer Reference Date Jul 2, 2024 Shipping Point Name Customer Reference **Forwarding Agent** Requested Date Shipping Point Sold-To Party Ship-To Party Order Date

Shipment Details:

Proposed Delivery Route

Shipping Condition Name Incoterms Classification Shipping Condition

Pick-up

Incoterms Classification Name Free Carrier FCA

Ship From:

IAW - WINDSOR PLANT

31880 Great Western Dr. Windsor CO 80550-3240

Item	Material	Description	Delivery Quantity	Delivery Quantity Gross Weight N	Net Weight
000010	00010 60440100	FRISCO CLMP FB 40LB BAG HT PAL NEW	1,064 EA	1,064 EA 19,832.96 KG	19,305.2KG
	Material UPC:	laterial UPC: 192268003036	Alternative Unit: 19 PAL	19 PAL	

Intersand America Corp. 90, boulevard Marie-Victorin Boucherville (Quebec) J4B 1V6 Canada

Delivery: 80001510

PICK-UP CUSTOMER 1710 1710 CHEWY, INC., A DELAWARE CORP. CHEWY HANOVER Shipping point 1710 Jul 31, 2024 819 Jul 2, 2024 RS41104729 Customer Reference Date Jul 2, 2024 Customer Reference Shipping Point Name **Forwarding Agent** Requested Date **Shipping Point** Sold-To Party Ship-To Party Order Date

Shipment Details:

Proposed Delivery Route Shipping Condition

Shipping Condition Name

Incoterms Classification Name Free Carrier Pick-up FCA Incoterms Classification

Ship From:

IAW - WINDSOR PLANT

Windsor CO 80550-3240 31880 Great Western Dr.

Item	Item Material	Description	Delivery Quantity	Delivery Quantity Gross Weight	Net Weigh
000010	000010 60440100	FRISCO CLMP FB 40LB BAG HT PAL NEW	1,064 EA	1,064 EA 19,832.96 KG	19,305.2KG
	Material IIDC.	Material IIDC 102268003036	Alternative Unit: 19 DAI	19 PAI	

1- W97039

REGEIVEB