



Matson Logistics Services, LLC

4000 EMBASSY PARKWAY
SUITE 380
AKRON, OH 44333

RATE CONFIRMATION/CONTRACT ADDENDUM
ORDER # 4438902
Please use in all correspondence
Date: 08/09/2024 Time: 12:05 PT
Page 1 of 7



FROM : 651 BRETT WISE
PHONE : 803-401-5525
FAX : 330-665-4445
EMAIL : SLOPS@MATSON-LOGISTICS.COM

IMPORTANT: FOR THE ATTENTION OF ASTA XT 108, ROYAL3 INC 630-485-7370
Matson will confirm the actual motor carrier who transported shipment prior to payment

TOTAL AGREED CHARGES	\$2,000.00	PICKUP NUMBER (PU) :		BX47484
LINEHAUL	\$2,000.00			
EQUIP REQ'D: 53FT VAN		PCS:		WGT: 42000
TRLR/CNTR:		CMDTY: NEW STRETCH FILM		
VALUE:				
PICK-UP: 1 OF 1 PICK-UP: 08-12-2024 12:00				
SHIPPER INTEPLAST- WAREHOUSE- MAULDIN 25 MOURNING DOVE LANE MAULDIN, SC 29607		PHONE: 555-555-1212 CONTACT: SHIPPING		
COMMODITY	PIECES	PKG TYPE	WEIGHT	DIMENSIONS
NEW STRETCH FILM		PALLET	42000	
INSTRUCTIONS: YOU MAY NEED TO PUT GREENVILLE IN THE GPS-- FOOD GRADE, 53FT PLATED TRAILER WITH SWING DOORS REQUIRED. 3-4 STRAPS..TANDEMS NEED TO ABLE TO SLIDE ALL THE WAY BACK				

DELIVERY: 1 OF 1 DELIVERY: 08-14-2024 07:00 - 13:00	
CONSIGNEE AMTOPP- TOMAHAWK 1003 WEST SOMO AVE TOMAHAWK, WI 54487	PHONE: 555-555-1212 CONTACT: REC DEPT
ADDITIONAL INSTRUCTIONS: ATTENTION CARRIERS: WE REQUIRE 3 SIGNATURES OR STAMPS ON EVERY BOL. THE SHIPPER'S SIGNATURE/STAMP, DATE; THE DRIVER'S SIGNATURE, DATE; AND THE CONSIGNEE SIGNATURE/STAMP, DATE. IF ALL 3 SIGNATURES ARE NOT PRESENT IT WILL RESULT IN PAYMENT DELAYS.	
SPECIAL REQUIREMENTS: DRIVER - DRIVER NEEDS 5-6 STRAPS --- ETRACS REQUIRED. 1	

<ul style="list-style-type: none">• CARRIER WILL NOT SUBCONTRACT, TRIP-LEASE OR DOUBLE-BROKER THIS LOAD.• ANY BREAKDOWNS IMPACTING THIS LOAD MUST BE COMMUNICATED.• MATSON MUST BE NOTIFIED 30 MINUTES PRIOR TO THE START OF DETENTION FOR LOADING OR UNLOADING.• FAILURE TO OBTAIN WRITTEN AUTHORIZATION WHEN EXTRA CHARGES OCCUR WILL RESULT IN NONPAYMENT OF SAID CHARGES.• CALL: 803-401-5525 IF APPOINTMENT OR PICKUP CAN NOT BE MADE.• DRIVER MUST CALL 803-401-5525 TO UPDATE MATSON LOGISTICS SERVICES WHEN LOADED AND EMPTY.• RATE IS FOR EXCLUSIVE USE UNLESS OTHERWISE APPROVED.• LATE DELIVERY WITHOUT PRIOR NOTICE TO MATSON LOGISTICS SERVICES MAY RESULT IN DEDUCTIONS.• MATSON LOGISTICS SERVICES SUPPORTS THE UTILIZATION OF SMALL BUSINESS CONCERNS IN FULFILLING GOVERNMENT SHIPMENTS.• FOR ACCOUNT PAYABLE INQUIRIES PLEASE CALL 800-468-4246 X3, OR EMAIL APGROUPAKR@MATSON.COM. INVOICING INSTRUCTIONS: <ul style="list-style-type: none">• YOU MUST REFERENCE ORDER NUMBER 4438902 ON YOUR INVOICE TO ENSURE TIMELY PAYMENT.• YOU MUST PROVIDE THE ORIGINAL SIGNED BILL OF LADING AND SIGNED DELIVERY RECEIPT WITHOUT NOTATIONS AND ANY OTHER RELEVANT DOCUMENTATION SUCH AS SCALE TICKETS AND LUMPER RECEIPTS WITH YOUR INVOICE.• YOU MUST NOTIFY MATSON DISPATCH IMMEDIATELY ABOUT ANY DELIVERY EXCEPTIONS, INCLUDING, BUT NOT LIMITED TO: SHORTAGES, OVERAGES, AND DAMAGES.• EMAIL INVOICE AND ALL BACKUP DOCUMENTATION TO APGROUPAKR@MATSON.COM OR MAIL TO MATSON LOGISTICS SERVICES, 4000 Embassy Parkway, Suite 380, Akron, OH 44333
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MCC# 944686
ROYAL3 INC
31 E JANATA BLVD APT 3B
LOMBARD, IL 60148
Phone: 630-485-7370
Fax: 630-485-6980

By: Asta Mijao Date: _____

PLEASE SIGN AND FAX ALL PAGES TO 330-665-4445 OR EMAIL TO slops@matson-
logistics.com
***** THIS FAX MAY HAVE MULTIPLE PAGES *****

THANK YOU FOR HAULING FOR MATSON LOGISTICS SERVICES.
FOR MORE FREIGHT PLEASE VISIT OUR WEBSITE: **www.matson.com**

ADDITIONAL INSTRUCTIONS: *** MUST SIGN AND FAX BACK ***

TRACTOR# _____

TRAILER# _____

DRIVER CELL# _____

DO NOT BREAK THE SEAL! BROKEN SEAL = CLAIM! INITIAL: _____

- IT IS THE RESPONSIBILITY OF CARRIER TO ENSURE THAT EVERY CONTAINER AND TRAILER USED FOR THIS SHIPMENT IS CLEAN, ODOR AND HOLE FREE, AND IN GOOD CONDITION; THAT EACH CONTAINER OR TRAILER IS SEALED AT ORIGIN AND THAT THE SEAL REMAINS INTACT THROUGH DELIVERY TO THE CONSIGNEE.
- CARRIER AGREES THAT ONLY THE CONSIGNEE CAN REMOVE THE SEAL.
- CARRIER AGREES TO PAY A FINE OF \$500 IF SEAL IS BROKEN, TAMPERED WITH OR REMOVED AT ANY POINT, PRIOR TO DELIVERY AT CONSIGNEE; UNLESS PREVIOUSLY DISCUSSED WITH MATSON LOGISTICS AND GIVEN WRITTEN APPROVAL.
- CARRIER IS ALSO RESPONSIBLE FOR THE POSSIBILITY OF RETURNING PRODUCT TO ORIGIN, IF THE SEAL IS BROKEN, REMOVED OR TAMPERED WITH, AT NO ADDITIONAL CHARGE TO MATSON LOGISTICS, AND 100% RESPONSIBLE FOR ANY CLAIMS THAT COULD BE FILED AGAINST PRODUCT.
- CARRIER IS SUBJECT TO A MINIMUM \$150 FINE FOR NO CALL/NO SHOW AT PICKUP AND MINIMUM \$150 FINE FOR LATE DELIVERY AND/OR THE COST OF A REPLACEMENT LOAD IN THE EVENT THAT THE LOAD IS MORE THAN 48 HOURS LATE FOR DELIVERY.
- CARRIER MUST ARRIVE ON TIME FOR PICKUP AND DELIVERY APPOINTMENTS AND HAVE SIGNED TIME-IN/TIME-OUT ON THE BOL OR POD TO QUALIFY FOR DETENTION PAYMENT.
- CARRIER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS MATSON LOGISTICS AND ITS AFFILIATES, AGENTS, CONTRACTORS AND EMPLOYEES FROM ALL LIABILITIES AND CLAIMS FOR CARGO LOSS OR DAMAGE OR PERSONAL INJURY OR DEATH WHICH ARE ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY CARRIERS FAILURE TO MEET THESE REQUIREMENTS.
- DRIVER MAY NEED TO HIRE A LUMPER AT CONSIGNEE. THE COST FOR THE LUMPER IS THE DRIVERS RESPONSIBILITY AND WILL BE REIMBURSED PROVIDED THAT MATSON IS NOTIFIED IMMEDIATELY OF THE CHARGE AND THAT AN ORIGINAL RECEIPT FROM THE ON-SITE LUMPER SERVICE IS SUBMITTED.

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Matson Logistics **requires all carriers** to accept automated tracking via Trucker Tools Load Track.

Load Track must be active prior to arrival at the first pick-up and through the final delivery to receive approval for layovers and/or detention if applicable. Failure to accept Load Track and successfully track the load through final delivery may result in a \$50 rate deduction. It is the carrier's responsibility to ensure the order is successfully tracking.

Load Track through ELD

Trucker Tools can integrate with your ELD provider. To integrate your ELDs with Trucker Tools, go to:

<https://www.truckertools.com/carriers/eld-carrier-integration/#get-connected> or [CLICK HERE](#)

For assistance on how to set up your ELD with Trucker Tools, please contact eldsetup@truckertools.com or call **703-955-3560**. Once integrated with ELD, all the carrier needs to provide is a truck number as registered with the ELD provider. No driver participation or smartphone is required.

Load Track App for iPhone and Android Phones or Tablet

When you or the carrier provide the driver's cell phone number, a text message will be sent to the driver with the Load Track request, including a link to download the Trucker Tools App. If the driver doesn't have the Trucker Tools App installed, the driver must download and install the [FREE Trucker Tools App](#).

Starting and Ending The Load Track

When the driver is assigned the load, they need to open the Trucker Tools App on iPhone or Android phone. Then, click the Load Track button on the main menu, and start the corresponding Load Track by clicking the Start Track button.



Easy for Drivers to Install And Use

Trucker Tools App is available for the following operating systems and phones. It can be downloaded from [Google Play](#) (Android) or the [App Store](#) (iPhone).

iPhone Models: Any device that supports iOS 10 and above

Android Models: Any device that supports Android 5.0 and above



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This guideline provided by Inteplast Group (hereafter called "SHIPPER") is to ensure claims regarding "Over/Shortage & Damage" can be prevented and properly handled.

1-a). OVER/SHORTAGE PREVENTION- at PICKUP:

- i). Color Labeling System: for Multiple-Stop Shipment, SHIPPER's Shipping Dept will apply an extra label outside each pallet with "Ship-to Consignee, City and State". The label comes in different color/pattern for each different stop-off to help distinguishing and avoid errors at unloading.
- ii). DRIVER/CARRIER should request SHIPPER's Shipping Dept for "Re-count" if disagrees with pallet count and notify SHIPPER's Traffic Dept if encounters dispute in requesting so.

1-b). OVER/SHORTAGE PREVENTION- at DELIVERY:

- i). DRIVER has to ensure CONSIGNEE of each stop-off gets ONLY ITS OWN pallets/products according to the BOL and color labeling system, and
- ii). DRIVER has to request CONSIGNEE to write "Total # Of Pallets Received" together with the signature.

2-a). DAMAGE PREVENTION- at PICKUP:

- i). Each truck must be equipped with **At Least 3** "Load Locks, Tension Bars or E-Track Straps" to secure pallets from tipping/falling off.
- ii). SHIPPER's Shipping will utilize these safety devices during the loading process.
- iii). DRIVER must ensure all pallets inside the trailer are properly blocked/braced prior to closing the door, and DRIVER can request immediate corrective action by SHIPPER's Shipping if necessary.
- iv). If encountering dispute in requesting so, notify SHIPPER's Traffic Dept if necessary.

2-b). DAMAGE PREVENTION- after DELIVERY:

- i). Upon completion of each stop-off, DRIVER has to ensure all remaining pallets are still properly blocked/braced.
- ii). Apply "Load Locks, Tension Bars, Straps" at the end of the products before proceeding to next stop-off.

3. OS&D, REFUSAL IN-TRANSIT & HANDLING:

CARRIER will be held accountable for any LOSS of SHIPPER consequently resulting from failing to follow proper procedures/steps and provide necessary information & documentation as following:

- a). If CONSIGNEE should any **OS&D (Over/Short/Damage)** and/or **Refusal** indicated/noted on the BOL, DRIVER/CARRIER has to contact SHIPPER so that proper actions/assistance can be taken without any delay. (Shipper's contact for authorization of disposition is printed at the end of BOL)
- b). DRIVER always needs to obtain as much information as possible and indicate whether he/she is or not allowed to co-verify the shortage/damage.
- c). For Shortage, DRIVER/CARRIER has to:
 - i). Work out with Consignee for a "Re-count/Re-verification" as soon as possible.
 - ii). Verify with all other stop-offs in the same trip to see whether wrong products/pallets were unloaded.
- d). For Damage, DRIVER/CARRIER has to:
 - i). Take digital photos.

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- ii). Request CONSIGNEE for observation for causes of damage on the BOL (POD).
- iii). DRIVER cannot dispose any damage products without SHIPPER's authorization of disposition, even though the Damage may be concealed.
- iv). To mitigate the total loss, SHIPPER will try to work out return shipment back to origin for salvage by repairing, CARRIER/DRIVER is required to cooperate with reasonable dispatch and extra costs.
- e). DRIVER/CARRIER has to act professionally and avoid confrontation with Inteplast's Customers in the whole process in order to together resolve the problem amicably.
- f). CARRIER should also take immediate action/investigation upon receiving BOL (POD) with any discrepancy or damage recorded but not reported by DRIVER upon occurrence.

4. DAMAGE RESPONSIBILITY:

- a). For "Non-Conceal Damage", CARRIER will be responsible for: i). Freight Cost Of Returning.
 - ii). Repackaging & Restocking Cost of \$2.50/case or up to \$150/pallet, if repairable/re-saleable per SHIPPER's Q/C Inspection.
 - iii). 85% of Product Value (provided with 15% allowance when retained by Inteplast as scrap material), if not repairable/re-saleable per SHIPPER's Q/C inspection.
- b). Even though damage is or consequently resulting from the "Conceal",
 - i). If DRIVER dispose any product without following SHIPPER's instruction of disposition, CARRIER will be subject to at least 50% of product value.
 - ii). If multiple pallets are involved in falling/collapsing then refused/returned, CARRIER is responsible for Repackaging & Restocking Cost of \$2.50/case or up to \$180/pallet.

5. EXCEPTION & REVIEW:

CARRIER may not be totally liable for the claim with following conditions and will be subject to review/settlement on per case basis:

- a). For Shortage:
 - i). DRIVER is not notified for the procedure upon checking in Shipping Office, or DRIVER does not actually count and write down the pallet count during loading.
 - ii). "Seal Intact" for straight shot or at the 1st stop-off.
 - iii). No shortage according to "Lumper Service Receipt/Tally".
 - iv). Prominent discrepancy between BOL, Weight Scale Ticket, Loading Report/ScanSheet which can prove there is in fact short-ship at origin.
 - v). CONSIGNEE indicates only "Case Count or # of Case Shortage" instead of "Specific Item and Pallet Count".
 - vi). Driver is not allowed on the receiving docks at Consignee and reports the shortage right away for further instruction.
- b). For Overage:
 - i). After all deliveries are completed as "Clear/In-Full", if extra products (skids) are found, and no Consignee claims ownership after the verification process, by cooperating with the returning process, Carrier will be able to keep records to offset existing/future Shortage Claim per "Product Value".

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c). For Damage:

- i). Conceal damage (e. g. partial packaging crush), proved by CONSIGNEE on POD or other supporting documentation such as photos.
- ii). Improper loading, insufficient blocking/bracing, proved by CONSIGNEE on POD or other supporting documentation such as photos.
- iii). CONSIGNEE does not specify clearly, and no signs of pallet damage like shifting or falling inside of the trailer.

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Page 7 of 7

The Following Obligations Only Apply for Carriers Hauling Temperature Controlled and Bulk Food Cargo:

Carriers contracted to transport commodities covered or listed in the FDA's Final Rule of the Food Safety Modernization Act (FSMA) are required to adhere to the following terms and conditions.

Carrier requirements include, but are not limited to, the following:

- Carrier is responsible to comply with all applicable regulations and requirements of the FDA FSMA Final Rule, on Sanitary Transportation of Human and Animal Food issued May 27, 2016.
- Carrier, when operating in California, must meet the requirements of California Air Resources Board (CARB) amendments to the Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ATCM) effective January 1 2013. Carrier acknowledges that it meets these regulations for the specific trailer refrigeration unit utilized to transport Matson Logistics shipments while on California roadways and highways. Carriers must register all such refrigeration units on: <https://arber.arb.ca.gov/publicTruSearch.arb>
- Carrier, when not operating in California, may disregard the above paragraph but must agree to comply with the remaining Temperature control requirements as set forth in this contract
- Carrier agrees to indemnify, protect and hold Matson Logistics harmless for any all fines, penalties and expenses Matson Logistics may incur as a result of Carrier not being CARB and or FSMA compliant.
- Carrier and drivers are responsible to strictly adhere to all written guidelines and instructions provided by Matson Logistics and the Shipper
- Trailer must be clean and empty and in a food grade status at shipment appointment time. Carrier must clean the trailer when necessary to achieve such food grade status and agrees to be wholly responsible for sanitary conditions during transport.
- Carrier must provide an adequate supply of fuel and lubricants required for the intended normal operation of the unit(s) prior to appointment.
- Trailer must be pre-cooled to the appropriate level if the Matson Logistics dispatch indicates a frozen or refrigerated commodity is to be picked up.
- Carrier shall maintain motor truck cargo liability insurance that includes coverage for mechanical breakdown or failure of refrigeration or heating units installed in or on Carrier's vehicles. Carrier's certificate of insurance must specifically state that the motor truck cargo liability policy includes such coverage, with the deductible shown.
- Carrier must notify a Matson Logistics dispatcher immediately if the mechanical refrigeration unit becomes inoperable due to any reason and puts the commodity at risk and to allow Matson Logistics to assess the situation prior to contacting the customer.
- Carrier shall maintain all refrigeration and heating units in good condition. Such units shall be inspected by Carrier or a service company in accordance with the recommendations of the manufacturers or at least once every 30 days, whichever is more often. Carrier shall make any repairs and perform all corrective or preventive maintenance as specified by the manufacturer of the units. Carrier shall maintain records of such inspections, repairs and maintenance.
- In the event of loss, Carrier shall, as soon as commercially reasonable, provide Matson Logistics with all records of inspections that relate to the loss and permit copies and abstracts to be made from them.

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**Bill to:**

MATSON INTEGRATED LOGISTICS
855 GATEWAY BLVD., SUITE 550,
CONCORD,
CA,
94520

Invoice Date: 08/13/2024

Invoice #: 4438902

Terms: NET 30

Due Date: 09/13/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
08/12/2024		25 Mourning Dove Lane, Mauldin, SC 29607 - 1003 W Somo Ave, Tomahawk, WI 54487, USA			
			1	\$2,000.00	\$2,000.00

TOTAL
\$2,000.00

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**

3288 NORTH OLD LACROSSE
GRAY COURT, SC 29645
STRAIGHT BILL OF LADING - SHORT FORM - ORIGINAL - Not Negotiable

STRAIGHT BILL OF LADING - SHORT FORM

Received, subject to line classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, (the word carrier understood to mean the motor carrier or carriers) (the word shipper understood to mean the shipper or shippers), marked, consigned, and destined as indicated below, which said carrier (the word carrier understood to mean the motor carrier or carriers) (the word shipper understood to mean the shipper or shippers), to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any portion of said property over its usual place of delivery at said 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 terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

B/L No. BX47484

B/L No. BX47484

CUSTOMER ORDER NUMBER AS BELOW		OUR ORDER NUMBER AS BELOW	P/O/W PREPAID	SHIP DATE 8/12/24
CARRIER NAME MATSON-TRUCK/VAN.DBA SANDLAPPER			TRAILER NUMBER W94923	Pro#/Waybill# 4438902
SOLD TO: INTEPLAST TRAFFIC-INTERNAL BILLING		CONSIGNEE TO: AMTOPP PPK TOMAHAWK RAILWAY WH (AMS)		
9 PEACH TREE HILL RD		1003 WEST SOMO AVE		
LIVINGSTON, NJ 07039		TOMAHAWK, WI 54487		
TEL: (973) 994-8000		TEL: (715) 361-7100		
SHIPPING INSTRUCTIONS: FREIGHT CLASS-55,NMFC#156830-8				

SEQ	CUSTOMER	OUR	CUSTOMER REF.	QTY.	UNIT	NET SHIPPED
#	P/O #	ORDER#	NUMBER	UNIT ORDERED	SHIPPED	WEIGHT
1	51327455	BX47484-001		LB	82,234	38,099 38,099.00
Packing Description: 16 PALLET(S)						
Prod: TZ15T		Thickness: 15 Width: 67 4/16 OD: 38 0/16				
PART #:		CI code:				

Special B/L Note: DELIVER 8/14 FCFS

Ship to Gross Weight: 41901.00, Pallet: 16.00 Total Weight (LB): 38099.00

CONTACT INTERPLAST CSC TO AUTHORIZE DISPOSITION OF DAMAGE/SHORTAGE @ DELIVERY

CSC=>#800-4268677;AMLT@INTEPLAST.COM / SL&C=>PLANT:T#715-8458263:ANGELA
Total Truck Gross weight=41901.00 LBS (19006.29 KGS)

<p>THIS LOAD MUST BE PROTECTED FROM SMOKE DAMAGE. ABSOLUTELY NO CHAINS ARE TO BE USED. FAILURE TO COMPLY COULD RESULT IN REJECTION BY CONSIGNEE</p> <p>NO PART OF THIS SHIPMENT IS TO BE DIVERTED OR RECONIGNED WITHOUT THE EXPRESS AUTHORITY OF THE SHIPPER.</p> <p><small>Note: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by shipper to be not exceeding</small></p>	<p>CONSIGNOR</p> <p><small>Subject to Section 7 of Conditions of applicable Bill of Lading, 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.</small></p> <p>Per <u>NA</u></p>	<p>SHIPPER</p> <p><u>MM</u> <u>8/12/24</u></p> <p>Per _____</p>	<p>CARRIER OR AGENT</p> <p><small>Driver will be held responsible for delivering the right product to the right consignee; failure to do so could result in additional charges. Driver with a Live Load is responsible for the final count on the trailer.</small></p> <p>Per _____</p>	<p>CONSIGNEE</p> <p>Per _____</p>
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