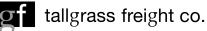
igt	tallgras	ss freig	ht co.	Rate Con	firmation	TGF Sł	nipment #: 3	99374		
Carrier: Brz	Pickup Date: <b>08/15/2024</b> Carrier: <b>Brz</b> Carrier Pay Total Amount: <b>\$1,500.00</b>				Tallgrass Freight, Co. 6800 Hilltop Rd., Suite 202 Shawnee, KS 66226 (913) 721-0079		45543			
	For sendi	ing invoice	s or payment inquiri	es, you must email	billing@tallgrassfi	r <b>eight.com</b> or fax us at i	(913) 273-0094.			
		Carrier	Information			Your Tallgrass Freigl	nt Contact			
Carrier Name Carrier MC #: Carrier Conta Contact Phon Email: shawn	086875 ct: Shawn e #: (708) 8 @rtbrz.com	۱	NFORMATION		Name: KC Torgerson Phone #: (913) 721-0079 Ext: 883 Email: ktorgerson@tallgrassfreight.com Fax #: (855) 713-5294					
Salerno Pack 14 Gus Lapha Plattsburgh, N (518) 563-363 Contact: shipp Pickup Date: Pickup Refere	<b>kaging Inc</b> am Ln NY 12901 36 Ding <b>08/15/2024</b>	- Pickup 1	Fime: <b>1000-1500</b>		CONSIGNEE INFORMATION Energy Pellets Of America 2483 OH-3 Wilmington, OH 45177 (866) 200-8870 Contact: Receiving Delivery Date: 08/16/2024 - Delivery Time: 0800-1500 Delivery Reference:					
Equipment: <b>E</b>	xclusive-U	lse Van			NON-HAZARDOUS SHIPMENT					
LOAD NOTES	LOAD. C TRUCK THEY P THE INS check se	DUR SHIPP SHOWS UF UT THE ST SIDE OF TH eal before de	ING HOURS ARE 10 / P WITH LESS THEN 3 RAPS IN THE TRAILE	AM TO 4 PM. *** TRUE STRAPS THEY WILL R. WE DO NOT USE tention paid at shipper load)	CKS MUST HAVE 3 C . BE ASKED TO GO G LOAD BARS ON ANY *** *** ANY MORTON	REFUSED. ALL TRUCK M OR MORE STRAPS WITH T SET STRAPS. WE DO NOT OF OUR LOADS. TRUCK LOAD*** On the BOL it will BOL'S	THE E TRACK TRAILER START LOADING A TR CANNOT HAVE BUMP	R.***IF RUCK TILL PERS ON		
Package Type	Package Count	Piece Count		Description				Weight (lbs)		
Pallet	30							43,000		
TOTAL	30						TOTAL	43,000		
Name of Driver(s)					Driver Phone #					
Tractor # Trailer #						Type of Trailer #				
	Pleas	e sign and	date, then email or fa	ax back via the "You	<sup>r</sup> Tallgrass Freight Co	ontact" information menti	oned above.			
Signature						Date				
ACCEPT	TANCE OF THE	TALLGRASS	FREIGHT SHIPMENT AND F	RATE CONFIRMATION ARE	SUBJECT TO THE TALLG	RASS FREIGHT TERMS AND CO	NDITIONS SET FORTH HERE	EIN.		
	For sendi	ing invoice	s or payment inquiri	es, you must email	billing@tallgrassfi	r <b>eight.com</b> or fax us at i	(913) 273-0094.			
WE I	HAVE Q	UICKPA	Y OPTIONS A	VAILABLE! Er	nail <u>billing@ta</u>	allgrassfreight.co	<u>m</u> to learn moi	ſe.		



**Rate Confirmation** 

## **Terms and Conditions**

- 1. This rate confirmation is a contract. By signing this contract, you are agreeing to haul this load under the terms specified below as well as any directions/instructions added in the notes section of this rate confirmation.
- 2. This contact is not a "trip lease" and the carrier is an "independent contractor" with its own ICC operating authority.
- 3. Carrier agrees that it will look solely to Broker for the payment of its charges and that it will not contact or pursue Broker's customers, shippers, or consignees for payment of freight, accessorials, or other charges owed to carrier.
- 4. Carrier will bill all charges for transportation services directly to Broker; and Carrier shall provide Broker with the original copy of the bill of lading and delivery receipt. Broker agrees to pay Carrier within thirty days after receipt of the documents identified herein. Broker has two Quick-Pay options (Same-Day or 5-Day) subject to certain terms and conditions and advance approval by Broker/Tallgrass Freight Co. Email billing@tallgrassfreight.com for more information.
- 5. Carrier is not authorized to utilize or broker this load to any other company or entity without prior written consent from Tallgrass Freight Co. Any load found to be "double-brokered" will be subject to non-payment by Tallgrass Freight Co.
- 6. All loads tendered as Exclusive-Use must move as the sole freight on the trailer and cannot be partialed in any way without prior written consent from Tallgrass Freight Co. Any Exclusive-Use load found to be partialed will be subject to non-payment or rate-reduction by Tallgrass Freight Co.
- 7. A \$250 per day rate reduction may be assessed for late or missed appointments/delivery dates without advanced notification to and approval by Tallgrass Freight Co.
- 8. Carrier must provide all documentation necessary to support the reason(s) for late or missed appointments/delivery dates before payment is issued.
- 9. It is the driver's responsibility to obtain a legal weight limit before transporting load to consignee. Any concerns about the weight must be immediately communicated to Tallgrass Freight Co.
- 10. Drivers are responsible for shipment package-count unless other instructions are given. Any difference must be communicated to Tallgrass Freight Co. before driver leaves the shipper's location.
- 11. Carrier must notify Tallgrass Freight Co. of any overages, shortages, or damages as they occur.
- 12. A maximum of \$150 will be paid for a Truck-Ordered-Not-Used fee (TONU) on any load.
- 13. A maximum of \$200 will be paid for a layover (per night) on any load.
- 14. When applicable, \$40 per hour will be paid for detention. Carriers will have 2 hours of free time for detention (unless noted otherwise on the rate confirmation) and must notify Tallgrass Freight Co. 1 hour prior to free time running out to be considered.
- 15. Carrier must request ALL accessorial costs at time of occurrence. Failure to report may result in non-payment of accessorials. All accessorials must be preapproved by Tallgrass Freight Co. within 24 hours of event to be reimbursed.
- 16. IF THERE ARE ANY DISPUTES REGARDING THIS CONTRACT, I ON BEHALF OF MYSELF AND/OR MY COMPANY HEREBY WAIVE ANY RIGHT I AND/OR MY COMPANY MAY HAVE TO A TRIAL AND AGREE THAT SUCH DISPUTE SHALL BE BROUGHT WITHIN ONE YEAR OF THE DATE OF THIS CONTRACT AND WILL BE DETERMINED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR TO BE ADMINISTERED AAA, PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES. I further agree that the arbitration will take place solely in the state of Kansas and that the substantive law of Kansas shall apply.

Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000.00 per shipment. Carrier shall maintain public liability insurance in the amount of not less than \$1,000,000 (BMC-91 on file). Carrier shall maintain workers compensation insurance as required by state law. Carrier shall provide certificates of insurance upon request. Carrier is a federally licensed authorized for hire interstate motor carrier of general freight, does not have either a "conditional" or "unsatisfactory" safety rating, and is otherwise authorized to provide the contracted services. Carrier agrees to defend, indemnify and hold harmless Broker, from and against any and all claims, actions, and demands on account of injury to or death of persons, or damage to or loss of property, caused by, or alleged to have been caused by, the negligent acts or omissions of Carrier, except to the extent such claims are caused Broker's negligent or intentional acts or omissions.

Carrier shall be liable to Shipper and Broker for any loss, damage, or delay. All claims for loss, damage or delay of goods shall be governed by, and processed by Carrier in accordance with, the provisions of the Carmack Amendment (49 U.S.C. §14706) and the regulations promulgated thereunder (49 C.F.R. Part 370), or any successor provision thereto. No tariff or other limitation of liability for loss, damage or delay of goods shall apply to this load.

ACCEPTANCE OF THE TALLGRASS FREIGHT SHIPMENT AND RATE CONFIRMATION ARE SUBJECT TO THE TALLGRASS FREIGHT TERMS AND CONDITIONS SET FORTH HEREIN.

For sending invoices or payment inquiries, you must email **billing@tallgrassfreight.com** or fax us at (913) 273-0094.

Email <u>billing@tallgrassfreight.com</u> if you're interested in our QuickPay options.

\*\*\* WE HAVE SAME-DAY AND 5-DAY QUICKPAY OPTIONS \*\*\*





BILL TO: TALLGRASS FREIGHT COMPANY 6800 HILLTOP ROAD SUITE 202 SHAWNEE, KS 66226

## INVOICE DATE: 08/16/2024 INVOICE #: 399374 TERMS: NET 30 DUE DATE: 09/16/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
08/15/2024		14 Gus Lapham Ln, Plattsburgh, NY 12901 - 2483 OH-3, Wilmington, OH 45177			
		Freight Income	1	\$1,500.00	\$1,500.00

TOTAL	
\$1,500.00	

## 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 SALERNO PACKAGING INC. 14 GUS LAPHAM LANE PLATTSBURGH, NY 12901 TEL:518-563-3636

Sold To / Vendu à:

R&L CARRIERS, INC.

PO BOX 8000

WILMINGTON, OH 45177-8000 TEL: (937) 382-1494 BILL OF LADING / LETTRE DE TRANSPORT

Ship To / Expédier à:

ENERGY PELLETS OF AMERICA LLC

2483 OH-3

WILMINGTON, OH 45177 TEL: (866) 200-8870

Pro# / Waybill#   Pro# / Bordereau d'Ecp Edition# Nu   45543/1 000		Numé	Trailer No. Load Number Numéro de Remorque Numéro de Exp. # NONE		Ship Date Date de expédiée 15 - AUG - 24				V	
	Bill of Lading No. ero de lettre de transport	E	Ship Via xpédier par		F.O.B. F.À.B.		1	Freight Fret Cl		
45	543-1	TALLGR	ASS	PRE	PAID	FREI	GHT CLASS	-55,N	MFC#156600	)
SEQ	Product Code and Des Code et description du		Customer PO BC du client:		Our Order # Notre nº de command	e	Qty. Shipped Qté. Expédiée	U/M udm	Weight LBS Polds LBS	Skids Palettes
1	ENPE003		EPA2100726		S47A178-001		260.86	MB	38,314.51	24
	ENERGY PELLE	TS OF A	MERICA # 40	LB E	EDDING PELLE	TS			1	

Ship to Gross Weight: 38964.00, Pallet: Total Truck Gross weight=38964.00 LBS (

re 1987 de la C

5. approuvées per l'ordonance générale N ° T -43 et et vigueur le 31 dés

24.00 17674.07 KGS)

Shipper / Expéditeur Salerno Packaging Inc .	Driver Signature Signature du condumteu Consignate / Consignataire
Per AA	Per Par Per Par Par A Lill
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Consignee / Destinataire