

## Rate Confirmation Agreement for WILDCAT LOGISTICS LLC

"THIS FREIGHT IS NOT TO BE CONSOLIDATED WITH ANY OTHER FREIGHT WITHOUT WRITTEN PERMISSION FROM WILDCAT LOGISTICS.

It is the carrier's sole responsibility to confirm that it may lawfully and safely operate its vehicle and contents over any road, highway, bridge, and/ or route. Carrier shall be solely responsible for any fines, penalties, or citations that may be levied as a result of operating its vehicle and contents in a way that may be in violation of any regulation, law, or ordinance. Carrier is responsible for compliance with all FMCSA rules and regulations, including but not limited to Hours of Service compliance.

Carrier warrants the driver assigned to this shipment has sufficient hours available to complete the delivery and remain in compliance with the Hours of Service rules. In the event Wildcat Logistics is erroneously listed as the "carrier" on the Bill of Lading, the Carrier agrees that Wildcat Logistics role is as a property broker only and despite any incorrect designation on the Bill of Lading, Carrier is, for all purposes, the "carrier".

Any early or late, pickup/delivery, may result in fines that are at the discretion of Wildcat Logistics.

Arriving early or late to pickup/delivery locations are considered failures and may cause the load to be subject to fines.

All circumstances will be investigated on a case-by-case basis.

Any changes to the confirmation must be approved by Wildcat Logistics in written form. By signing the Bill of Lading ("BOL") the driver agrees to be responsible for the condition and count of the load and the way it is loaded.

If Driver is requested to count and verify the pallet count, piece count or condition of the product by shipper, the driver agrees to verify that such information on the BOL is correct.

Driver agrees to confirm that the information on the BOL (Pallet Count, Weight, Product, Shipper location(s) and Consignee Location matches the order information on the load confirmation sent to the carrier. In the event that the BOL does not match the rate confirmation, the driver / carrier agrees to notify Wildcat Logistics at 229-330-0808 or at

<u>dispatch@wildcatlogistics.com</u> before leaving the shipper's facility. If Driver does not notify Wildcat Logistics before leaving the facility, then the Carrier agrees to pay all costs and expenses incurred by Wildcat Logistics as a result of driver's failure to match information on the BOL to the order information on the load confirmation sent to the carrier.

Driver agrees to leave all sealed loads sealed until broken by the consignee or designated party.

The weight listed on this rate confirmation is an approximate weight. Wildcat Logistics will not be held liable if the actual weight does not match the weight on the rate confirmation.

All deliveries are to be made to the address listed on this confirmation. Failure in any of these areas will result in carrier being responsible for any and all remedies ordered by Wildcat Logistics.

Detention policy: DRIVERS MUST BE ON TIME TO BE ELIGIBLE FOR DETENTION. Carrier must notify Wildcat Logistics in writing if not loaded or unloaded within 1 hour of arrival of an appointment based pickup/delivery and within 2 hours of arrival on a first come first served based pickup/delivery.

Wildcat Logistics will not be held responsible for any detention fees without prior written approval.

Detention will be paid after 4 hours free time at a rate of \$50.00 per hour for first come first served based pickup/delivery locations and after 2 hours on appointment based pickup/delivery locations.

Arrival and Departure times should be documented on the BOL/POD with the times signed or stamped by shipper/consignee.

Drivers must accept our GPS Tracking app, (Trucker Tools) once the driver has been dispatched and keep the tracking active until the order is complete. Failure to accept the app within 2 hours of the scheduled pickup may cause the load to be recovered. Failure to keep the tracking active until completion of the load will cause a \$100.00 failure to track penalty.

Double-Brokering is prohibited and Carrier shall remain primarily liable for any personal injury, including death, and/or delay claim arising from double brokering to the extent that Carrier would be liable if it performed the transportation directly. In addition, Carrier will be the sole party responsible for compensating the substitute service provider who transported the shipment and shall defend, indemnify and hold Wildcat Logistics harmless from any demands for unpaid freight charges, including attorney fees. If broker and / or its customers remit payment to the substitute service provider, then Carrier agrees that the transportation charges on that particular shipment will be considered paid in full to Carrier.

Carrier agrees that it will look solely to Wildcat Logistics for the payment of its charges and that it will not contact or pursue Wildcat Logistics' customers or the shipper or consignee for payment of freight, accessorial or other charges owed to Carrier, and waives any right it may have to pursue anyone other than Wildcat Logistics for payment of freight charges.

By accepting this shipment for transportation, Carrier agrees to all terms and conditions. Carrier warrants that it is duly and legally qualified to provide the transportation services contemplated herein and that it holds unexpired liability insurance for at least \$1,000,000.00 USD and unexpired cargo damage insurance of at least \$100,000.00 USD, with no exclusions noted for the cargo type being transported on this order and no exclusions that would preclude insurance coverage in the event of personal injury or death.

Carrier shall indemnify broker and any shipper, consignee or receiver of freight from any claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, representative or agent of Carrier or any other person acting through or on behalf of Carrier, in connection with any act or omission of any person, including any acts or omissions of employees or agents of Carrier, while on or

about the premises of any shipper, consignee or receiver of freight, and including without limitation any claims resulting from or caused in part by the negligence of broker and any shipper, consignee or receiver of freight, excepting only claims resulting from or caused by the sole

negligence of the shipper, consignee, or receiver of freight.

Time is of the essence, therefore, all invoices and supporting documents must be submitted to Wildcat Logistics billing department within 72 hours of load delivery. Invoices and supporting documents not submitted within 72 hours are subject to a 1.5% late fee."

Invoices missing supporting documents that are not submitted within 30 days of load delivery or invoices not submitted within 10 days of load delivery will not be allowed to be revised with additional rates or accessorial rate changes.

Invoices or supporting documents not received within 90 days of load delivery will not be paid.

## All invoices must be accompanied with the following supporting documents and submitted within 72 hours of load delivery.

- 1. Signed proof of delivery
- 2. Carrier invoice referencing Wildcat Logistics' order number.
- 3. Scale tickets- if required
- 4. Escort receipts- if required
- 5. Lumper receipts- if required
- 6. Supporting documentation for any other accessorial charges
- 7.

# Send invoices and all necessary supporting documentation to the following email address.

billing@wildcatlogistics.com

In order to expedite quicker payment, please download and use the LogixAnywhere App to upload the BOL, prior to leaving the final destination.

Option 1 - iPhone:

https://apps.apple.com/us/app/logix-anywhere/id1075896658

Option 2 - Android v10 or older:

https://play.google.com/store/apps/details?id=com.mcleodsoftware.dp (If not available in Google play store, please install option 3)

Option 3 – Android v11 or newer: https://logixanywhere.mcleodsoftware.com/



Apple



Android v10 or older



Android v11 or newer

Once installed, open LogixAnywhere, enter the code "WCLQ" and your email; Enter an order number, take a picture of the BOL and submit.

WILDCAT LOGISTICS LLC 1301 First Ave. Ste 201 Columbus, GA 31904 229-330-0808 www.wildcatlogistics.com



Columbus, GA 31901 (229) 330-0808 (229) 330-5856				Load Confirmation						Page 0231308
Carrier:	ROYAL3 INC CHICAGO 08/23/2024							Peter		
			IL 60638				Phone:			(630) 566-1266
Date:						Fax:		(630) 485-6980		
Order	Order: 02313		308				Cor	nmodity:	Pet Food Ingredients	
	Miles: 1209.		.0				Wei	ight:	43200.0	
	Temp:						Tra	iler:	Van (DAT)	
	BOL:	1088	04				Ref	erence:	RFT-150618	
	PU 1	Name: Address:	1945 (8008)(5387-803	PARTNERS	OR	ANGEBURG	}	Date:	08/23/2024 0800 08/23/2024 1500	
		/ (000.	ORANG		SC	29115		Contact:	00/20/2021 1000	
									: No driver loading or	unload
	SO 2	Name:	Ford Sto	(Sec.)				Date:	08/26/2024 1300	
		Address:	14910 G	OLD COAS	TR	DAD			08/26/2024 1300	
			OMAHA		NE	68138		Contact:		
								Driver Load	: No driver loading or	unload
Payment		Carrier Fre	eight Pay:	:		\$2,000.00				
		<b>Total Carr</b>	ier Pav:			\$2,000.00				

Carrier Instructions and Requirements: This form must be completed and returned before driver can be loaded. Special instructions:

### Please Sign: Bonnie R

Wildcat Logistics

(X) Accept

() Decline

Attention: Jake Brooks

Driver Name: jean Driver Cell: (305) 540-1588 Driver Email: Tractor #: 731 Trailer #: W94942







BILL TO: WILDCAT LOGISTICS LLC 1301 1ST AVENUE, SUITE 201 COLUMBUS, GA 31901 INVOICE DATE: 08/26/2024 INVOICE #: 0231308 TERMS: NET 30 DUE DATE: 09/26/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
08/23/2024		2084 Rowesville Rd, Orangeburg, SC 29115 - 14910 GOLD COAST ROAD, Omaha, NE 68138			
		Freight Income	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

#### Ipm Shipment Confirmation Version : 1 SCOULAR Let's get growing." Instruction The Scoular Company 000108804 - A New shipment Created Event Shipment ID and Reference Number 000108804 In Care of ID RFT-150618 000108804 Customer PO Release No Pickup Number Container IDs **Reference Number** Shipment Information VANCE PARTNERS LLC 2084 ROWESVILLE ROAD Origin Name Origin Address ORANGEBURG SC 29115 USA Origin City & State Origin Phone No. ROYAL CANIN - FREMONT C/O FORD STORAGE 14910 GOLD COAST ROAD OMAHA NE 68138 USA **Destination Name Destination Address Destination City & State** Lot Numbers Gross Weight In LBs Packaging **Destination Phone No.** Packaging Unit Weight Number Number of Pallets per Package Item Information MOU Net Weight of 43.200 Product LB Item Packages 2650 Description TOTE ID 16 16 LB 42,400 RABBIT MEAL **RA30** NATUROX R30 Arrival 08/23/2024 08/26/2024 Shipment Stop Information Location VANCE PARTNERS LLC ROYAL CANIN - FREMONT Stop WILDCAT LOGISTICS LLC WILDLOG Service Provider Information Name ID SCAC 53 FT DRY VAN Contact Equipment Group Shipment Notes Driver : D. Mil 2-1 Scal # 60845509 TRL. # W94942

Source Notes

**Destination Notes** 

Thanks, The Scoular Company, Logistics Department, SHANE PETERSON Phone No : 612-252-3521, Email : SPETERSON@SCOULAR.COM

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Wednesday, August 21, 2024