#### Rate Confirmation Terms and Conditions

- 1. This rate confirmation is subject to the terms and conditions of the Broker-Carrier Agreement ("Agreement") in place between Direct Connect Logistix, Inc. ("DCL") and the motor carrier referenced above ("Carrier"). This rate confirmation shall be effective upon the earlier of: (i) Carrier's acceptance in writing, including email, or verbally; (ii) Carrier's physical possession acceptance of the shipment; or (iii) Carrier's failure to reject this rate confirmation within twenty-four (24) hours.
- 2. The rates and charges provided in this rate confirmation shall represent the total compensation owed to Carrier, inclusive of any accessorials, fuel surcharges, or any other charge or expense, unless otherwise expressly stated herein. The rates and charges cannot be amended, modified, or supplemented except by written agreement of an authorized representative of DCL. Any rates, charges, fees, terms and/or conditions contained in any tariff, circular, schedule or similar document maintained or used by Carrier shall not apply, unless expressly agreed upon by DCL.
- 3. Additional operational terms and conditions applicable to the shipment may be included in the Carrier Instructions and Requirements and such additional operational terms and conditions shall apply. To the extent the Carrier Instructions and Requirements conflict with the Agreement, the Carrier Instructions and Requirements shall supersede and apply. Carrier acknowledges that all freight handling, routing, and delivery instructions provided by DCL are those of the Customer.
- 4. Carrier must have written approval from DCL to be included on rate confirmation for any additional charges, including but not limited to, detention, stop off, layover, loading, or unloading. Any additional charges not approved by DCL will not be invoiced by Carrier nor compensated by DCL.
- 5. Carrier shall submit all service and operational documents, such as bills of lading, receipts, and proofs of delivery, to DCL within forty-eight (48) hours of delivery.
- 6. Carrier shall submit all invoices for services rendered within ninety (90) days of delivery or when delivery reasonably should have occurred and failure to submit invoices within such ninety (90) day period shall constitute Carrier's waiver of all rights and remedies to payment. Broker shall make payment to Carrier for all undisputed charges within thirty five (35) days of Broker's receipt of Carrier's undisputed invoice and all other documentation required to substantiate Carrier's invoice. Carrier may select expedited payment for a fee of five percent (5%) of the gross rate. Fees for wire issuance will be assessed to Carrier.
- 7. Except when Carrier is tendered a sealed trailer, Carrier is solely responsible for loading and securing the shipment. Carrier is solely responsible for transporting the shipment within legal weight limits. If Customer does not scale on site, Carrier shall make an immediate protest prior to transporting the shipment and Carrier's failure to protest shall be deemed Carrier's acceptance of the shipment as provided and places liability on Carrier for fines, penalties, or costs associated with movement of an overweight shipment.
- 8. Carrier must notify DCL immediately of any overages, shortages, losses, or damages to freight transported by Carrier.
- 9. Carrier shall be liable for overages, shortages, losses, or damages to freight pursuant to 49 USC § 14706 and as further provided in the Agreement.
- 10. Carrier shall provide services pursuant to its motor carrier operating authority and shall not subcontract, broker, interline, or use substituted service without written authorization from DCL.

- 11. All shipments are subject to electronic monitoring and tracking. Carrier will lose right to detention or layover if Carrier does not provide or allow electronical tracking for the entire duration of the shipment.
- 12. Seals are required on all shipments, must be intact upon delivery, and the seal number must match the seal number provided on the bill of lading.
- 13. For temperature-controlled shipments, Carrier must verify temperature with the Customer prior to leaving origin. All refrigerated shipments must run on a continuous cycle unless otherwise expressly indicated. All trailers transporting temperature-controlled shipments must have the ability to produce a temperature download.
- 14. Failure by Carrier to provide DCL notice of delay prior to appointment shall subject Carrier to a \$250 rescheduling fee.
- 15. Failure to comply with these terms and conditions will constitute a breach of contract and may result in additional fees or non-payment.
- 16. Carrier shall only seek payment from DCL. Carrier shall remit original invoices, bills of lading, receipts, proofs of delivery, and all other required documentation to **payables@directconnectlogistix.com**. Failure to timely provide required documentation may result in delayed payment of Carrier's invoice.

Direct Connect Logistix, Inc. 130 S Meridian St., 3rd Floor Indianapolis, IN 46225 (317)218-7777

www.dclogistix.com

# All Carrier Payments are now processed through TriumphPay.com Please register online in order to receive payments: Get Paid Now! Login to TriumphPay.com to take advantage of our 2% 2-Day QuickPay! All QuickPay Paperwork needs to be emailed to QP@dclogistix.com for proper processing

# Todos los pagos del operador ahora se procesan a través de TriumphPay.com | ⇔TRIUMPH

# Registrese en línea para recibir pagos:

- 1. Ir a www.TriumphPay.com
- Registre su empresa
- 3, Conéctese con Direct Connect Logistix
- 4. Agregue su información de pago
- 5. ¡Controla tu dinero!

### [Obtenga su pago ahora]

Ilnicie sesión en TriumphPay.com para aprovechar nuestro 2% de pago rápido de 2 días! TODOS los trámites de pago rápido deben enviarse por correo electrónico.a QP@dclogistix.com para su procesamiento adecuado



DIRECT CONNECT LOGISTIX, INC. 130 S MERIDIAN ST, 3RD FLOOR INDIANAPOLIS, IN 46225

**Total Carrier Pay:** 

Load Confirmation

Page

6229496

1

(317) 218-7777 Contact: Carrier: ZIGI FREIGHT INC Bill LOMBARD IL 60148 Phone: 08/26/2024 Date: Fax: 6229496 Order Order: Commodity: **GROCERY** 974.0 Weight: Miles: 43500.0 Temp: Trailer: Van (DAT) BOL: 30425 30425 Reference: PU<sub>1</sub> Name: **EL MILAGRO** Date: 08/27/2024 0700 Address: 400 BARNES DR SAN MARCOS TX 78666 Contact: Phone: Driver Load: No driver loading or unload 08/28/2024 0600 SO 2 Name: **EL MILAGRO OF ATLANTA** Date: Address: 08/29/2024 1500 2674 WEAVER WAY GA 30340 **DORAVILLE** Contact: Shipping/Receiving Phone: 770-455-8977 Driver Load: No driver loading or unload Payment Carrier Freight Pay: \$1,620.00 180.00 **Macropoint Tracking** 

\$1,800.00

Carrier Instructions and Requirements: This form must be completed and returned before driver can be loaded. EL MILAGRO - ELMIDOGA: \*\*\*DRIVERS MUST HAVE MULTPLE STRAPS\*\*\*

Detention pay is \$35/hour after 3 hours free, capped at \$150/day for Dry Van shipments and \$250/day for Refrigerated shipments.

\*\*\*\*Produce Shipments - No detention is paid at shipping locations (sheds). Detention at delivery is paid after 5 hours free at \$35/hour, capped at \$250 per 24 hours.

FCFS facilities do not pay detention unless specified in writing with your broker.

Layovers are paid at \$150/day for Dry Van, and \$250/day for Refrigerated shipments.

Carriers are NOT to arrange for any rejected product or full loads to be dropped at a 3rd party warehouses or taken back to shippers without broker's authorization. These actions can result in nonpayment for the load or full truckload claims. Any additional miles incurred to carrier for rejected product needing taken back to a shipping location or 3rd party location are paid at \$1.50/mile + FSC to carrier.

Please Sign: Robert Jovanovic

(X) Accept

() Decline

Driver Name: Jorge Branden Rivera

Driver Cell: 352-209-8042

Driver Email: Tractor #: 723 Trailer #: H03258



# **INVOICE**

BILL TO: DIRECT CONNECT LOGISTIX INC 314 WEST MICHIGAN STREET INDIANAPOLIS, IN 46202 INVOICE DATE: 08/29/2024 INVOICE #: 6229496 TERMS: NET 30 DUE DATE: 09/29/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
08/27/2024		400 BARNELOS DR., SAN MARCOS, TX 78666 - 2674 WEAVER WAY, DORAVILLE, GA 30340			
		Freight Income	1	\$1,800.00	\$1,800.00

TOTAL		
\$1,800.00		

## 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

DESIGNATE WITH AN (X)
BY TRUCK FREIGHT

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Subject to Section 7 of conditions of applicable bits all principles with a subject of the consignor with a subject of the consignor of the consignor of the consignor of the subject of the following of the subject of the following of the support which support of the following of the support which support of the support of the following of the support of the following of the support of the following of the support ient, and the said te 30425 (Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid." 1282161 (The signature here acknowledges only the amount prepaid).

Charges Advanced: Agent, Per Ch STC C.O.D. SHIPMENT SHIPPER'S MO. notition of contents of packages unknown), marked, consigned and destined as inclused below, which said carrier (this word carrier and section to its usual bases of delevery taxed destination, in the rough, coheren to another carrier on the forest braidon, and as to each mark at any tem interested in all carry of said proportion and my service to delever to another carrier on the route. In the ledge on the date hereoff, if this is a rail or a rail-water stipment, of (2) in the applicable market cased-correct executions or ware. Super hereby certiles 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 and accordance for himself and his assigns. CAR OR VEHICLE DANC C 多 CARRIER (SUBJECT TO CORR.) FORIBY: Guest CL EL MILAGRO OF ATLANTA RECEIVED ON: 8128127 solely for filling or record. SHIPPERS CENTRICATION! This is to certify that the above-named materials are properly teached and above trained materials are properly teached and above the special control of the Department of the Department of Transportation.

If the information consolution to the applicable regulations of the Department of Transportation.

If the information indeed to the proper layer are the special control of the Contro 1 The fixe boxes used for this shipment conform for the specifications sell forth in the box makers certificate thereon, and all other requirements of the National Motor Freight Classification. Sec. DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS Shipper, Per 533 Is an acknowledgament that a Bill of Lidding has displayed to the property named herien, ... HIS MEMORANDUM displaying the property named herien, ... ... ... in the classification and lawfully filed tariffs in effect on the date of re 2 yellar mit DESTINATION 2624 WROLLY Dlack 19 CORRECT WEIGHT IS 29 - THE LBS. Permanent post office address of shipper PLACARDS SUPPLIED | TYES | NO El Milagro of Texas Inc. 400 Barnes Drive San Marcos, TX 78666