### 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

6230847

1

Page

(317) 218-7777 Contact: Carrier: ZIGI FREIGHT INC Bill LOMBARD IL 60148 Phone: 08/29/2024 Date: Fax: Order Order: 6230847 Commodity: **GROCERY** 809.0 Weight: Miles: 43500.0 Temp: Trailer: Van (DAT) BOL: 30451 Reference: 30451 PU<sub>1</sub> Name: **EL MILAGRO** Date: 08/29/2024 0800 Address: 400 BARNES DR SAN MARCOS TX 78666 Contact: Phone: Driver Load: No driver loading or unload 08/30/2024 0700 SO 2 Name: SASITA PRODUCE Date: Address: 08/30/2024 1000 414 FINLEY AVE W AL 35204 **BIRMINGHAM** Contact: Main Phone: 205-251-8737 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 - FERNPEAL: 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: Marisa S.

(X) Accept

() Decline

**Driver Name: Jorge** 

Driver Cell: 9542755350

Driver Email: Tractor #: 915 Trailer #: 251822



# **INVOICE**

BILL TO: DIRECT CONNECT LOGISTIX INC 314 WEST MICHIGAN STREET INDIANAPOLIS, IN 46202 INVOICE DATE: 08/30/2024 INVOICE #: 6230847 TERMS: NET 30 DUE DATE: 09/30/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
08/29/2024		400 BARNES DR, SAN MARCOS, TX 78666 - 414 FINLEY AVE W, BIRMINGHAM, AL 35204			
		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

PHUDUL	1 6225

gement that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or ing the property named herein, and is intended solely for filing or record. ariffs in effect on the date of receipt of the carrier of the property described in the Original Bill of Lading. THIS MEMORANDUM is an acknowledge duplicate, covering RECEIVED, subject to the classification and lawfully filed tar

	DESIGNATE	WITH AN (X)
BY	TRUCK	FREIGHT

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that any 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 tarill if this is a motor carrier shipment.

per 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 shipped and the personal target and target and the personal target and target and the personal target and target and the personal target and targument and target and target and target and target and target ar

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