



08/29/2024 15:01 PM

Carrier Shipment Confirmation - Load # 1171776

Please have your dispatcher call (317) 682-6009 to check in prior to arriving at Shipper.

WE WILL NEVER ASK, DEMAND, REQUIRE OR EXPECT YOU TO HAVE YOUR DRIVER TEXT, READ AN EMAIL, OR REPLY TO ANY ELECTRONIC MESSAGES WHILE THE DRIVER IS DRIVING THE TRUCK.

|                                       |                                       |            |                           |                                 |           |
|---------------------------------------|---------------------------------------|------------|---------------------------|---------------------------------|-----------|
| Carrier: BRZ, MC#:86875               |                                       |            |                           | BHD Rep: Jacob Dipert           |           |
| Contact: shawn 7088525536/ 7083035150 |                                       |            |                           | Phone:                          |           |
| Carrier Fax:                          |                                       |            |                           | Email: jdipe@backhauldirect.com |           |
| Carrier Email: blake@rtbrz.com        |                                       |            |                           |                                 |           |
| Equipment Type:                       | Van or Reefer                         | Commodity: | Dry Grocery               | Temp Control:                   | No        |
| Min. Trailer Size:                    | 53                                    | Quantity:  | 18                        | Temp:                           |           |
| Weight:                               | 43,737 lbs.                           | Type:      | Piece                     | Hazmat:                         | No        |
| Pickup #:                             | Use PO#                               | B.O.L. #:  |                           | P.O. #:                         | 52189     |
| PRO #:                                | M-00102952189                         |            |                           |                                 |           |
| Pickup                                | The Kroger Co. - America's Beverage   |            | Pickup Date: 08/30/2024   |                                 | Comments: |
|                                       |                                       |            | Pickup Time: 20:00        |                                 |           |
|                                       | 14601 Sovereign Rd                    |            | Dr. Work: No Touch        |                                 |           |
|                                       | Fort Worth, TX 76155                  |            | Pickup #: 52189           |                                 |           |
|                                       | () -                                  |            |                           |                                 |           |
|                                       | Commodity                             | Quantity   | Type                      | Weight (lbs.)                   | PO #      |
|                                       | Groceries                             | 18         | Piece                     | 43,737                          |           |
| Delivery                              | The Kroger Co. - Kroger - Roanoke DC- |            | Delivery Date: 09/01/2024 |                                 | Comments: |
|                                       | 029A c/o Atlas Cold Sto               |            | Delivery Time: 22:00      |                                 |           |
|                                       | 3800 Garman Road                      |            | Dr. Work: No Touch        |                                 |           |
|                                       | Salem, VA 24153                       |            | Pickup #: 52189           |                                 |           |
|                                       | () -                                  |            |                           |                                 |           |
|                                       | Commodity                             | Quantity   | Type                      | Weight (lbs.)                   | PO #      |
|                                       | Groceries                             | 18         | Piece                     | 43,737                          |           |

Customer Shipment Notes

## Carrier Shipment Confirmation - Load # 1171776

### Load Requirements:

GPS tracking via P44 is mandatory.

\*\*\*\*Must submit completed BOL/POD within 24 hours of delivery or risk being denied accessorial reimbursement. \*\*\*\*

- Drivers must wear reflective safety gear at pickup or risk refusal of loading.
- All loads must be sealed before departure.
- Pallet weights may cause tender weight fluctuations up to 2500 lbs.

- Each shipment requires at least 2 load bars or straps.
- Each shipment must be sealed at shipper

\*\*\*LUMPER\*\*\* Kroger managed loads should never pay unloading at a Kroger DC. If the site asks your driver to pay for the unloading, advise the site that it is a Kroger managed load, and they should refer to their unloading list or the WMS to verify that it is Kroger managed. If your driver does not do this, and pays for the unloading, you will not be reimbursed. If lumper is indeed used, receipt must be provided within 24 hrs of delivery along with POD to be reimbursed. Failure to do so may result in denial of lumper reimbursement.

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### Additional Load Comments

52189

Use PO as PU#

Kroger managed loads should never pay unloading at a Kroger DC. If the site asks your driver to pay for the unloading, advise the site that it is a Kroger managed load, and they should refer to their unloading list or the WMS to verify that it is Kroger managed. If your driver does not do this, and pays for the unloading, you will not be reimbursed.

- GPS tracking via P44 is mandatory.
- Drivers must wear reflective safety gear at pickup to avoid potential loading refusal.
- Ensure all loads are securely sealed before departure.
- Note that pallet weights may lead to tender weight fluctuations of up to 2500 lbs.
- Carrier must notify Backhaul Direct upon detention to ensure payment; submit POD by the following day.
- Must turn in BOL/POD within 24 hours of delivery or risk NOT being reimbursed for accessories. Must have BOL to be compensated for shipment.
- Use a minimum of 2 load bars or straps for each shipment.
- For reefer loads, precool the trailer to the appropriate temperature before the appointment time or detention may be refused. Any fees incurred for not being precooled can be passed onto the carrier.

\*\* Driver must check that load is properly secured/loaded prior to leaving dock door. If not secured correctly, driver/dispatch must notify Backhaul Direct immediately \*\*

\*\*Shipper will load a reefer if clean, dry and can scale the weight. No product will be cut if driver can't haul it. \*\*

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**Directions:** Any directions given are for informational purposes only. Carrier must choose the specific route and confirm that it can safely and lawfully provide the services being requested of it.

### Other Terms:

1. Any additional charges that arise during Carrier's performance of the services on behalf of Backhaul Direct, LLC (BHD), must be approved by BHD prior to or while they are occurring, or they will not be reimbursed. All supporting documents and proof must be submitted to BHD within 24 hours after BHD approval, otherwise reimbursement may be delayed or denied. Potential Detention must be communicated to BHD in writing within 30 minutes of its occurrence, otherwise it will be denied.
2. Carrier is required to pay for in transit fees, such as lumpers. Any request for payment of these fees by BHD will be assessed a \$10.00 processing fee.
3. Unless otherwise agreed upon, Carrier may not co-mingle other shipments.
4. All rates are in USD, unless specified otherwise. The Total Rate to Carrier includes any and all charges for the services being performed.

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5. Carrier must notify BHD immediately upon discovery of any overage shortage and damage (OS&D) issues in writing to [osd@backhauldirect.com](mailto:osd@backhauldirect.com). Carrier may not dispose of any cargo without the prior written consent of BHD. Failure to follow these procedures may result in a claim.
6. Carrier acknowledges and agrees that it has full power and authority to bind its employees, agents, subcontractors to these terms and conditions. Carrier shall require that its employees, agents or subcontractors will refrain from engaging in any reckless or dangerous activities, including but not limited to the downloading of any application/software or communicating to any third-party in any way that could cause them to be distracted. Any requests by BHD or its customers to track the location of any shipment through GPS or other electronic means, is done so with the full knowledge and permission of Carrier's employees, agents and subcontractors.
7. The terms and conditions herein amend any previously agreed upon terms and conditions between the parties. Where no conflict exists between the terms and conditions herein and any previously agreed upon terms and conditions, the previously agreed upon terms and conditions will be controlling. Where a conflict does exist between the terms and conditions herein and any previously agreed upon terms and conditions between the parties, the terms and conditions herein will be controlling. Indiana law will govern the interpretation and enforcement of these provisions exclusively, without regards to conflict of law principles, unless preempted by Federal Law. The courts sitting in Marion County, IN will have exclusive jurisdiction over the resolution of any action taken by either party to enforce the terms herein. The prevailing party will be entitled to monetary damages, injunctive relief, its attorney fees (including in-house legal fees) and any other remedies provided by the court.

### Settlement Details

| Type     | Description | Quantity | Rate       | Charge Type                  | Amount            |
|----------|-------------|----------|------------|------------------------------|-------------------|
| Linehaul |             | 1.00     | \$2,000.00 | Flat Rate                    | \$2,000.00        |
|          |             |          |            | <b>Total Rate to Carrier</b> | <b>\$2,000.00</b> |

To ensure prompt payment, please include the following:

1. Invoice with Carrier's Invoice #
2. Signed Proof of Delivery
3. Signed Carrier Rate Confirmation
4. Any backup (receipts) for any approved Accessorial Charges. .
5. Restacks/Reworks must have pictures.
6. Preferred method of sending in invoices = [invoice@backhauldirect.com](mailto:invoice@backhauldirect.com)

### Send Invoice To:

Backhaul Direct, LLC  
10194 Crosspoint Blvd, Ste 300  
Indianapolis, IN 46256  
(800) 518-1664 x 5  
[invoice@backhauldirect.com](mailto:invoice@backhauldirect.com)

All payment inquiries need to be directed to Triumph Pay at <https://triumphpay.com>, and please be on the look out for emails from [Backhaul-direct@audit.triumphpay.com](mailto:Backhaul-direct@audit.triumphpay.com) for further details on payment status.



## INVOICE

**BILL TO:**

BACKHAUL DIRECT  
10194 CROSSPOINT BLVD, SUITE 300  
INDIANAPOLIS, IN 46256

**INVOICE DATE:** 09/02/2024**INVOICE #:** 1171776**TERMS:** NET 30**DUE DATE:** 10/02/2024

| DATE       | CUSTOMER<br>REF# | ORIGIN - DESTINATION  | QUANTITY | RATE       | AMOUNT     |
|------------|------------------|---|----------|------------|------------|
| 08/30/2024 |                  | 14601 Sovereign Rd, Fort Worth, TX 76155 - 029A c/o Atlas Cold Sto, 3800 Garman Road, Salem, VA 24153 |          |            |            |
|            |                  | 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**

8/30/24  
18:07:04  
ABCPROD

BILL OF LADING

KPSI239R  
BG62987  
PAGE 1

From: AMERICA'S BEVERAGE CO.  
1331 E AIRPORT FREEWAY  
IRVING TX 75062

Consigned To: MID ATLANTIC KMA  
3800 GARMAN ROAD  
SALEM, VA 24153

*BKDC*  
*Cont. W/*  
*9/1/24*

Order No : AB24358  
Ship Date : 8/30/24  
Customer No: 529000

ASN Requested : NO  
Customer PO No: 52189  
Location No : LOAD55

Carrier Name: BACKHAUL DIRECT, LLC  
Trailer No : 97038

BOL/Shipper No: 25608396  
Seal No : 132295

|                     |                           |           |
|---------------------|---------------------------|-----------|
| 18 CHEP Pallets     | *** Total Resource Weight | 43,489    |
| *** Resource Totals | Total CHEP Pallets x 60 # | 1,080     |
|                     | *** TOTAL WEIGHT ON LOAD  | 44,569.00 |

\*\*\*Special Instructions: \*AVOID FREEZING PRODUCT, MAINTAIN ABOVE 35 DEGREES\*

RECEIVED, subject to the rates, terms and other contract conditions individually negotiated the property described above, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned and destined as shown above, which said carrier agrees to carry to destination, if on its route, otherwise to deliver to another carrier on the route of destination.

Carrier/Agent

Per

Trailer Condition:

Charges are to be:

PREPAID\CHARGE CUST FOB DEST.

Received at destination in good order, except as noted

Consignee

Agent

Exceptions:

Carrier

Agent

Send Freight Bills for Prepaid Shipments:

Subject to Section 7 conditions.  
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.

SIGNATURE OF CONSIGNOR

Shipper: AMERICA'S BEVERAGE CO.

Per: BG62987

Address of shipper:  
1331 E AIRPORT FREEWAY  
IRVING TX 75062