



R2 LOGISTICS
7643 GATE PARKWAY
SUITE 104 PMB 150
JACKSONVILLE FL 32256

PRO # 1453880

Rate Confirmation

09/09/24 09:09:03 (EST)

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M

DCS TEAM-J
(214) 451-4685
dcsteamj@r2logistics.com

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ROYAL3 INC
(630) 485-7370 (p) Att: SAM X 111
(630) 485-6980 (f)
MC # 944686 Truck #
DOT 2828543 Trailer #
Driver JAVIER Cell # (512) 956-3535

Size & Type: 53' VAN
Pieces:

Description: ALCOHOL SPIRITS
Weight: 45000

Miles: 961

CHARGES		DISPATCH NOTES
LINE HAUL RATE	2000.00	HIGH THEFT RISK!!! OVERNIGHT PARKING AT THE RECEIVER IS NOT ALLOWED. DRIVER MUST PARK A MINIMUM OF 15 MILES FROM THE RECEIVER WHEN ON BREAK. DO NOT LEAVE TRAILER UNATTENDED AT ANY TIME. PROJECT 44 IS REQUIRED. DETENTION WILL BE DENIED IF PROJECT 44 IS NOT ACCEPTED AND MAINTAINED THROUGH TO DELIVERY. DETENTION MUST BE REQUESTED 1 HR. PRIOR TO GOING IN TO DETENTION.
TOTAL RATE USD	2000.00	

PICK 1

SPEARPOINT LOGISTICS
1124 BOLD RULER ROAD
HASLET TX 76052

Appointment 09/09/24 @ 10:00
Appt Notes: 1000 SET
Seal # 630-485-7370

STOP 1

PROXIMO WAREHOUSE
RYDER INTEGRATED LOG.
2365 LITTON LANE
HEBRON KY 41048

Appointment 09/11/24 @ 10:00
Appt Notes: 1000 SET
Seal # 630-485-7370

*** HIGH THEFT RISK!! Similar shipments have been stolen before. ***

*** Do not leave trailer unattended at any time. ***

OVERNIGHT PARKING AT THE RECEIVER IS NOT ALLOWED. DRIVER MUST PARK A MINIMUM OF 15 MILES FROM THE RECEIVER WHEN ON BREAK. DO NOT LEAVE TRAILER UNATTENDED AT ANY TIME. MACROPOINT IS REQUIRED. DETENTION WILL BE DENIED IF MACROPOINT IS NOT ACCEPTED AND MAINTAINED THROUGH TO DELIVERY. DETENTION MUST BE REQUESTED 1 1 HR. PRIOR TO GOING IN TO DETENTION. DETENTION REQUESTS MUST BE SENT TO DCSTEAMJ@R2LOGISTICS.COM. DETENTION COULD TAKE UP TO 1 WEEK FOR APPROVALS.

Dispatch # (214) 451-4685

Remarks: Please submit ALL pages of the POD with a receiver signature within 72 hours of delivery.

***CARRIERS MUST REPORT DETENTION 1 HOUR PRIOR TO OCCURANCE AND MUST SUBMIT LUMPER RECEIPT WITHIN 24-48 HOURS OF DELIVERY IF THERE IS ONE.

FAILURE TO DO SO WILL RESULT IN NON-PAYMENT OF CHARGES.***

Carrier Signature _____

Date _____ / _____ / _____
M D

Doc ID: 2624090908819531
Sertifi Electronic Signature

Send Carrier Bills to the Address Above

PRO #1453880

must appear on all Invoices

Payment

Invoicing, document collection and payment for all completed loads will be made electronically using Epay Manager at www.epaymanager.com. Using this system, an electronic invoice will be created within 48 hours after delivery and available for review in the Epay Portal. Each invoice will allow you to send and attach PODs and manage disputes. All payments will be made in U.S. dollars unless approved in writing by R2 Logistics in advance of the shipment.

R2 Master Motor Carrier Agreement Supplement and Carrier Load Confirmation Conditions

THIS LOAD CONFIRMATION IS SUBJECT TO THE CONDITIONS OF THE MASTER MOTOR CARRIER AGREEMENT PREVIOUSLY EXECUTED BETWEEN OUR COMPANIES AND THIS ESTABLISHES A SUPPLEMENT TO THE TERMS OF THAT AGREEMENT. WE AGREE TO PAY THE RATES AND CHARGES SHOWN AND NO DIFFERENT TARIFF, RATE, OR SCHEDULE OF RATES APPLIES. THIS LOAD CONFIRMATION IS INCLUSIVE OF ALL CHARGES UNLESS ORAL AND WRITTEN FAX/EMAIL OBJECTIONS ARE MADE TO ITS TERM, WITHIN TWENTY FOUR (24) HOURS OF RECEIPT OR PRIOR TO WORK BEING INITIATED, WHICH EVER IS EARLIER.

Additional Terms

1. Service and Rate Stipulation

This rate is reliant upon successful and on-time completion of all load terms as orally fixed or written on this supplement. Shipper may reduce the rate if carrier fails to complete any shipment terms and conditions. Shipper may reduce the rate if the load picks up or delivers after originally scheduled date and time. Carrier acknowledges that failure to complete any terms and conditions on this shipment may endanger or result in loss of future business opportunities with R2 Logistics, Inc. and/or cancellation of the Master Motor Carrier Agreement. No pick-up or delivery appointments will be made by R2 Logistics that directly violate hours of service regulations and any routing information given is for informational purposes only. By accepting this load, Carrier ensures that driver is able to complete the load within reasonable dispatch while remaining in compliance with hours of service regulations.

2. Seal Integrity and Food Safety

Only authorized personnel can remove seal(s) upon arrival to the destination site unless required by in-transit inspections (Law enforcement, DOT or other regulatory agencies). If a seal is broken in-transit, it must be communicated immediately to the broker. Failure by carrier to maintain seal integrity throughout the trip may result in a claim. Carrier also ensures that its driver has been properly trained and is able to comply with Food Safety and Seal Integrity procedures posted on our website: www.R2Logistics.com/FoodSafety

3. Accessorial Charges/OSD

Accessorial charges (including but not limited to loading/unloading, detention, and/or layover charges) must be authorized and approved prior to or at time of occurrence. Carrier shall ensure the bill of lading is notated either when handling is required, or when detention occurs by providing times and signatures from the facility detention is occurring, that a lump sum receipt is provided when a lump sum is hired, and/or that both are included as supporting documents with the Carrier's invoice. R2 Logistics, Inc. will not provide reimbursement of accessorial charges that were not pre-approved. All overage, shortage, and damage must be reported to R2 Logistics, Inc. immediately, at time of occurrence, and noted on the bill of lading.

4. Exclusive Use of Trailer

Unless R2 Logistics, Inc. provides written notice herein that this term does not apply to this shipment, Carrier's motor vehicle equipment shall be dedicated to R2 Logistics, Inc.'s exclusive use while transporting freight proposed by R2 Logistics, Inc. pursuant to this Rate Confirmation and Carrier's Master Motor Carrier Agreement with R2 Logistics, Inc. Carrier's violation of this exclusive use obligation shall result in Carrier's surrendering its right to be paid for the transportation services intended by this Load Confirmation, not as penalty, but as liquidated damages.

5. Cargo insurance Stipulation

Pursuant to R2 Logistics, Inc.'s Master Motor Carrier Agreement, carrier will provide an amount of cargo insurance coverage sufficient to cover the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude coverage of any commodities or cargo carried on this order. Carrier's cargo insurance policy should cover the full value of the cargo, and not limit cargo claims to any amount less than full retail value, if not listed on the Bill of Lading for this shipment. If carrier's insurance policy includes a schedule of covered vehicles, carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on carrier's cargo insurance policy. All overage, shortage, and damage must be reported to R2 Logistics, Inc. immediately, at time of occurrence, and noted on the bill of lading.

6. Weight Stipulation

All carriers are required to scale 45,000 lbs. regardless of weight stated on page 1 of this rate agreement. Any carrier that cannot legally scale 45,000 lbs. is required to notify R2 Logistics, Inc. at the time this rate agreement is received and before any truck has been dispatched. Failure to do so may result in loss of load and carrier will forfeit monetary damages against R2 Logistics, Inc. resulted from neglect of carrier to report such occurrence. By carrier accepting load, they agree that their equipment can scale up to 45,000 lbs. and agreed upon rate in not adjusted for any variance unless over 45,000 lbs.

7. After Hours Contact Information

R2 Logistics, Inc. offers 24/7 assistance for any problems or issues after regular business hours or over the weekends in all of our offices. Please call the number listed on the front page of the rate confirmation.

8. ARB-Compliance

R2 Logistics, Inc. requires that only CARB Compliant equipment be dispatched on California highways and railways. By accepting a load, you agree that vehicle being assigned to our load is fully compliant with CARB regulations and agree to take full responsibility for any and all fines, charges and fees associated with any failure to comply.

9. Driver Loaded Requirement

If BOL is marked Driver Count/Pieces at shipper, driver must confirm the correct amount was loaded BEFORE signing/leaving facility. Call a Representative of R2 Logistics, Inc. if shipper will not recount or if there is an error. Customer will file claim if driver signs for incorrect number of cases shipped.

E-Signed : 09/09/2024 08:10 AM CDT

Samm Stanojevic

samm@royal3inc.com
IP: 190.2.153.226

Sertifi Electronic Signature
DocID: 20240909080829531



INVOICE

BILL TO:

R2 LOGISTICS INC
7643 GATE PARKWAY SUITE 104 PMB 150
JACKSONVILLE, FL 32256

INVOICE DATE: 09/10/2024**INVOICE #:** PRO #1453880**TERMS:** NET 30**DUE DATE:** 10/10/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
09/09/2024		1124 BOLD RULER ROAD, HASLET TX 76052 - 2365 LYTTON LANE, HEBRON KY 41048			
		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**

Date 09/09/2024

BILL OF LADING

SPEARPOINT
LOGISTICS

Ship From JOSE CUERVO 1124 Bold Ruler Road Ft Worth, TX 76052		Bill of Lading Number: 937 	
Ship To PROXIMO DISTILLERS LLC 2365 LITTON LANE HEBRON, KENTUCKY 41048		CARRIER NAME: R2 LOGISTICS Trailer number: H03256 Seal Number(s): A1587316	
THIRD PARTY FREIGHT CHARGES BILL TO: In 12:01 PM 9/10/24 Out 1:48 PM APPA 10 AM		SCAC: RTCY Pro Number: 1453880 	
SPECIAL INSTRUCTIONS: LOAD#: 1453880 MC# 944686 5100560475 Using [Signature]		Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <u>X</u> Collect <u> </u> 3rd Party <u> </u> <input type="checkbox"/> Master Bill Of Lading with attached underlying Bills of Lading	

Customer Order Information

Shipping Information	# of Packages	Weight	Pallet/Slip (Circle One)		Additional Shipper Information
Customer PO Number: 5100560475	26	43,333	Y	N	
			Y	N	
			Y	N	
			Y	N	
Grand Total	26	43,333			

Carrier Information

Handling Unit		Package		Weight	HM (X)	Commodity Description <small>Commodities requiring special or additional care or attention in handling or showing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC Item 360</small>	LTL Only	
Qty	Type	Qty	Type				NMFC	Class
936	CS	26	PL	43333.9920		ALCOHOL	111450	

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____"

COD Amount: \$ _____

Fee Terms: Collect: Prepaid: Customer check acceptable:

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

B. Flores

Shipper Signature

Shipper Signature/Date

Trailer Loaded:

☒ By Shipper
☐ By Driver

Freight Counted:

☒ By Shipper
☐ By Driver/Pieces

Carrier Signature/Pickup Date

[Signature] 9/9/24

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. DOT.

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

DOZ 12

PROXIMO

Carrier B3 Trailer # H03256

Broker Javier Unit # 708

Scheduled Date _____ Scheduled Time _____

Date In 9/10 Time in 1148

Date Out _____ Time Out _____

Release # 5100560475

Trailer Length 20 40 48 53 _____ Weight _____

Drivers License: State TX # 13713585

Print Arriola, Javier Sign _____

	IN	OUT		IN	OUT
Supplies	<input type="checkbox"/>	<input type="checkbox"/>	Empty	<input type="checkbox"/>	<input type="checkbox"/>
Case Goods	<input type="checkbox"/>	<input type="checkbox"/>	Delivery	<input type="checkbox"/>	<input type="checkbox"/>

Seal A1587316

Security In [Signature] Security Out _____

No. 3925

Shipment Manifest

SPEARPOINT
LOGISTICS

Order Number: 1435
Cust Order No: 4701089681
PO Number: 5100560475
BOL Number: 937

Date Shipped: 09/09/2024
Qty Shipped: 936
Weight Shipped: 43,333.99

Carrier: R2 LOGISTICS
Pro Number: 1453880
Trailer Number: H03256
Seal Number(s): A1587316

Customer JOSE CUERVO		Shipped From ALLIANCE Facility 1124 Bold Ruler Road Fort Worth, TX 76052		Shipped To 260518422 PROXIMO DISTILLERS LLC 2365 LITTON LANE HEBRON, KE 41048		
Product	Description	Customer Lot#	Case Id	Qty	UOM	Weight
XUS24923	TEQUILA 1800 SILVER 6/1750 ML			936	CS	43,333.99
XUS24923			Totals:	936		43,333.9
Total				936		43,333.99