

Circle Logistics, Inc
P.O. Box 8067
Fort Wayne, IN 46898-8067



Circle Logistics
Personalized Logistics & Transportation Solutions

Dispatcher

Dispatcher: William Kennedy
Phone: 312-300-7447 x8112

Emergency Phone: 312-300-7447

Load and Rate Confirmation Agreement
Load #1809606

To accept load please sign and email this sheet back to: william.kennedy@circledelivers.com

Carrier Information

| | | | |
|-----------------|--|-----------------|--------------|
| Load Number: | 1809606 | Driver Name: | Darrin |
| Carrier Number: | 15733 | Truck Number: | 722 |
| MC Number: | 944686 | Trailer Number: | 455566 |
| Carrier Name: | ROYAL3 INC | Carrier Phone: | 630-485-7370 |
| Attention: | Joey | Carrier Fax: | 630-485-6980 |
| Sent To: | joey@royal3inc.com, william.kennedy@circledelivers.com | | |

Load Information

| | | | |
|-------------|------------|--------------|------------|
| Commodity: | Insulation | PO Number: | 24-563-982 |
| Dimensions: | L:33'; | Trailer Req: | Van |
| Load Size: | LTL | Weight: | 8,094 |
| Miles: | 1,667.00 | | |

#1 Shipper

Tuesday, 09/10/2024 from 09:00 - 14:00

| | | | |
|--------------|----------------------|----------|--------------|
| Company: | Thermal Design, Inc. | Contact: | Aaron |
| Address: | 1402 S Hwy 81 Byp | Phone: | 402-920-3114 |
| City/St/Zip: | McPherson, KS 67460 | | |

#2 Consignee/Final Destination

Friday, 09/13/2024 from 07:00 - 14:00

| | | | |
|--------------|--------------------------|----------|--------------|
| Company: | Club Motorsports | Contact: | Tom |
| Address: | 780 Ossipee Mountain Hwy | Phone: | 207-604-6648 |
| City/St/Zip: | Tamworth, NH 03886 | | |

Amount to invoice Circle Logistics, Inc: \$3,200.00



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Load and Rate Confirmation Agreement Load #1809606

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Agreement: This contract rate addendum is entered into on this date, 09/09/2024, by and between Circle Logistics, Inc (hereinafter referred to as "Broker") and ROYAL3 INC (hereinafter referred to as "Carrier"). All Flatbed open deck loads must tarp! Term and Conditions 1. Broker will remit payment to Carrier for the underlying freight charges within 30 days of receipt of invoice and all required documents. For all detention and truck ordered not used charges, Broker will remit payment to Carrier within 30 days after Broker receives payment from its customers. Broker may offset any cargo claims or other penalties/damages Carrier is responsible for from Carrier's freight charges. 2. Documents required to process payment: a. Invoice b. Original Proof of Delivery w/3 signatures (Shipper, Consignee, and Carrier's driver) c. Signed Rate Confirmation d. Any and all required receipts that Broker requires to invoice its customer e. Arrival and departure times signed by the Shipper and/or Consignee. 3. Carrier or Carrier's driver must fax (317-324-9919) or scan/email proof of delivery within 72 hours of delivery of freight. Failure to send in proof of delivery with 72 hours will result in a \$25 rate reduction. After 3 days, Carrier agrees to a \$5/day rate reduction for each day Carrier does not provide Broker with a proof of delivery. Carrier is responsible for maintaining proof, via fax or email receipt, or submission of POD. 4. Carrier must count and verify the shipment before loading. Carrier must contact Broker re: any discrepancies and must obtain a new confirmation in writing before Carrier's driver departs from Shipper. 5. Carrier agrees that Broker is not liable for any shortages, loss, or damage to cargo transported by Carrier. 6. Unless written waiver is obtained from Broker, Carrier shall look only to Broker, and not to the involved Shipper, Consignee, or customer of Broker, for payment of Carrier's freight charges. Broker shall be entitled to deduct any damages or claims against all of Carrier's outstanding receivables from Broker and shall not be limited to deducting the damage charges solely from the load resulting in the damage and/or claim. No Cargo liability limitations shall apply with respect to this shipment, and Carrier shall be responsible for the full actual cost of any damage or loss to the cargo being transported regardless of the amount of cargo insurance required. 7. Carrier must report any delays in pickup or delivery to Broker. Carrier must obtain a revised rate confirmation from Broker reflecting the revised pickup and/or delivery time(s). 8. Carrier agrees that unauthorized delays in pickup and delivery may result in a rate reduction of greater of 25% of the original agreed rate or the amount that the Broker forfeits on the load. 9. Carrier must tarp all flatbed loads unless authorized on the rate confirmation by Broker that the load does not require tarps. 10. By signing below, Carrier warrants that it is duly and legally qualified to provide transportation services and that it holds auto liability insurance of a minimum of \$1 million and cargo of at least \$100,000. Carrier agrees to notify Broker immediately re: any material changes in Carrier's safety record. 11. Carrier shall also be subject to the Terms and Conditions set forth in the Transportation Brokerage Contract executed with Broker. 12. FATIGUE - Drivers may not operate, nor shall a motor carrier require or permit a driver to operate, a CMV if they are too tired or sick to drive safely. Operation may be discontinued at the driver's discretion. 13. MOBILE PHONE AND TWO-WAY COMMUNICATION DEVICE - Drivers shall not use a hand-held nor a hands-free mobile telephone while driving a CMV. Use of a mobile telephone is permissible by drivers of a CMV when necessary to communicate with law enforcement officials or other emergency services. 14. LOAD SECUREMENT - A driver may not operate a CMV and a motor carrier may not require or permit a driver to operate a CMV unless the CMV's cargo is properly distributed and adequately secured. 15. SEATBELTS - No driver shall operate a commercial motor vehicle, and a motor carrier shall not require or permit a driver to operate a commercial motor vehicle, that has a seat belt assembly installed at the driver's seat unless the driver is properly restrained by the seat belt assembly. 16. RECOMMENDED TRAINING FOR DRIVERS: DEFENSIVE DRIVING TRAINING - Defensive driving training would teach drivers how to recognize potentially hazardous situations sufficiently in advance to allow time to safely maneuver past them. FATIGUE AWARENESS TRAINING - Fatigue awareness training for drivers would teach drivers about the factors contributing to fatigue and their impact on performance along with fatigue awareness and avoidance techniques. 17. When applicable, Carrier agrees to follow the C-TPAT 7/8 and 17/18 Point Container Inspection Process. Carrier also agrees to follow both the C-TPAT Agricultural Processes and the C-TPAT Seal Processes when required.

Quick Pay: Please initial the option of your choice. Email Invoice, B.O.L., Proof of Delivery, and Rate Confirmation to quickpay@circledelivers.com.

Option #1 _____ Get paid in 48 hours 5% discount.

Option #2 _____ Get paid in 7 days 2% discount.

*** Cash Advance Fee - \$ 2.75 +
Mandatory 48 Hour Quick Pay 5%**

Amount to invoice Circle Logistics, Inc: \$3,200.00

Carrier: ROYAL3 INC

MC #: 944686

By: _____

Title: _____

Invoicing Methods

1. Email (preferred): freightpay@circledelivers.com
2. Fax: (317) 324-9919
3. US Mail: Circle Logistics
Attn: Billing Dept.
P.O. Box 8067
Fort Wayne, IN 46898-8067



INVOICE

BILL TO:
CIRCLE LOGISTICS INC
1950 W COOK RD STE 102
FT WAYNE , IN 46818

INVOICE DATE: 09/13/2024
INVOICE #: 1809606
TERMS: NET 30
DUE DATE: 10/13/2024

| DATE | CUSTOMER REF# | ORIGIN - DESTINATION | QUANTITY | RATE | AMOUNT |
|------------|------------------|---|----------|------------|------------|
| 09/10/2024 | | 1402 S Hwy 81 Byp, McPherson, KS 67460 - 780 Ossipee Mountain Hwy, Tamworth, NH 03886 | | | |
| | | Freight Income | 1 | \$3,200.00 | \$3,200.00 |

| TOTAL |
|------------|
| \$3,200.00 |

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

BOL

ATTENTION SHIPPERS! FREIGHT CHARGES ARE PREPAID ON THIS BILL OF LADING UNLESS MARKED COLLECT.

STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Shipper No.: 24-563-982

Purchase Order No.: Club Motorsports


Circle

Carrier No.:

(Name of Carrier)

Page: of

Date: 9-19-2024

| | | | |
|---|----|--|--|
| TO: | | FROM: | |
| On Collect on Delivery shipments, the letters "COD" must appear before consignee's name, or as otherwise provided in Item 430, Sec. 1. Consignee: Tom Morton Street: 780 Ossipee Mountain Hwy City, State, Zip Code: Tamworth, NH 03886 Contact Name: Maine Metal Buildings Contact Tel. No.: 207-591-0196 | | Shipper: THERMAL DESIGN INC SHIPPING AGENT FOR: Tom Morton Street: P.O. BOX 468 City, State, Zip Code: MADISON, NE 68748 24 h. Emergency Contact Tel. No.: 1-800-424-9300 | |
| Special Instructions: | | Vehicle Number: | |
| No. of Units & Container type | HM | Basic Description UN or NA Number, Proper Shipping Name | NMFC/Class UOM Weight Class/Rate CHARGES |
| 118 | | Insulation Bundles | 150 Rolls 8,321.0 |
| PLACARDS TENDERED: YES <input type="checkbox"/> NO <input type="checkbox"/> | | C.O.D. TO ADD: | |
| Note - (1) 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 hereby specifically stated by the shipper to be not exceeding _____ per _____." (2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172. (3) Commodities requiring special or additional care or attention in handling or stowing, must be so marked and packaged as to ensure safe transportation. See Section 2(e) of Item 360, Bills of Lading, Freight Bills, and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles. | | I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.  Signature | |
| | | C.O.D. Amount: \$ Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse, 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. | |
| | | C.O.D. FEE: PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> TOTAL CHARGES \$ FREIGHT PREPAID <input type="checkbox"/> Check box if charges are to be collected except when box at right is checked <input type="checkbox"/> | |
| RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the rod carrier being understood 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 an portion of said route to destination and as to each party at anytime interested in all or any said property, that every service to be performed here under shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. | | | |
| SHIPPER: THERMAL DESIGN INC SHIPPING AGENT FOR: Tom Morton | | CARRIER: | |
| 1-800-424-9300 | | PER: | |
| | | DATE: | |

6792383