

Load		Carrier		Truck	
Arrive Order Cargo Value Total Miles	5938081 \$100,000.00 550 Miles	Carrier Attn Phone	Brz	Equipment Equipment Requirements	- Food Grade, Load Bars, Straps
Total Pallets Total Weight	18 Pallets 42000 lbs	Fax		Truck Number Driver	
Load Mode Load EQ Type	TL Van Only			Driver Phone	
EQ Size Driver Requirements	53 ft Autotracking				
SO # Reference #2	1021474 81115582				
Rate Details					
LineHaul	\$1,350.00				

LineHaul	\$1,350.0

Total

\$1,350.00

#### **HOW TO GET PAID!**

All invoices must either be emailed to invoices@arrivelogistics.com OR directly uploaded via

the 'Documents Tab' of a load in ARRIVEnow Carrier.

#### **DOCUMENTS NEEDED**

- Carrier invoice
- All pages of the signed Proof of Delivery (POD) .
- . **Rate confirmation**
- All approved accessorial documents and receipts previously approved by your sales rep

#### **PAYMENT TERMS**

· Default payment terms are Net 30 from the date all required documents are received. You can select standard terms or our QuickPay option through TriumphPay.

#### **GETTING STARTED ON TriumphPay**

Visit https://secure.triumphpay.com/ to create an account with TriumphPay or if you already have a TriumphPay account, enter your login information.

Once logged in, select Arrive Logistics as your broker and confirm the relationship through authentication.

Select your preferred payment term, your payment type, and verify your carrier information.

Freight handled, railed, shipped by intermodal means, or transloaded by Carrier without prior

approval from Arrive results in forfeiture of full payment to Carrier.



### Pickup #1

Pickup Address	Appointment	Ref/PO#	Commodity	Weight	
United Warehouse 11324 E Apache St Tulsa, OK 74116	Sep 23, 2024 13:00 CDT		Oilfield Material 18 PALLETS	42000 lb	
	<b>Appt. Type</b> By Appointment Confirmed				

Driver Instructions: BY APPOINTMENT

**Pickup Notes:** 

## **Delivery #1**

Delivery Address	Appointment	Ref/PO#	Commodity	Weight
Vendetta Chemical Solutions 6801 N FM 1788 Midland, TX 79707	Sep 24, 2024 08:00 CDT		Oilfield Material 18 PALLETS	42000 lb
	Appt. Type			

Appt. Type By Appointment Confirmed

**Driver Instructions: BY APPOINTMENT** 

#### **Delivery Notes:**

Pickup Comments FOOD GRADE TRAILER IS REQUIRED. Must have a clean, dry, hole free trailer. Arrive must be notified of detention 30 minutes prior to detention starting to be eligible for detention pay.

Delivery Comments Accessorials must be reported at the time of occurrence & paperwork must be submitted within 2 Business Days

All invoices must include signed proof of delivery and supporting documents. Please email to invoices@arrivelogistics.com or send to: DM Trans, LLC dba Arrive Logistics 7701 Metropolis Dr | Bldg 15 Austin, TX 78744 PH# (888) 861-0650 FAX (512) 872-5109



All trailers must be absolutely free of all debris of any kind or will be turned away and refused loading. Reasons to reject trailer at loading include, but are not limited to the following: Foul Odors, Broken glass, Metal shavings, Infestation, and mold.

Load locks or 2 straps or a combination of these two options - Mandatory for each load. Drivers will be turned away if noncompliant.

All drivers must arrive 15 minutes prior to their scheduled pick up time at this location. You will be considered late if you arrive less than 15 minutes prior to your pickup appointment.

Drivers must confirm trailer seal on correct trailer door prior to departure

#### **Operational Rules:**

1. If a driver is not permitted to confirm (by visual inspection) that the load is secure and the piece count is correct.

The driver is required to call Arrive immediately and have this information documented on the BOL with the words - Shipper Load/Count per \_ Shipper Signature / Initials.

#### Communication to Arrive must take place PRIOR to the driver leaving the facility.

- 2. Do not dispatch a driver who cannot meet transit time without violating Hours of Service or other safety rules. Nothing in this Rate Confirmation constitutes a request to violate Hours of Service or other safety rules or to coerce a driver to do so.
- 3. This Rate Confirmation is deemed accepted by Carrier unless it is rejected within 48 hours of receipt.
- 4. Receipt of shipment by Carrier constitutes acceptance of and agreement to the terms of this Rate Confirmation.
- 5. Double brokering without prior written authorization will result in forfeiture of payment by Arrive to Carrier.
- 6. Any communication regarding this load must be addressed to Arrive and not its customer.
- 7. All charges are included in this Rate Confirmation.
- 8. Carrier must give Arrive notice 1 Hour prior to detention occurring.
- 9. Carrier agrees in the event there are overages, shortages, or damages, Carrier will contact Arrive's office to report the discrepancy before leaving the customer's premises.
- 10. Payment will be made within thirty (30) days after receipt of invoice, original BOL, and signed Load-Rate Confirmation unless Arrive disputes the invoice or any part thereof.
- 11. Freight must not be handled, railed, shipped by intermodal means, or transloaded by Carrier without prior approval from Arrive. In the event of Carrier's violation of this Operational Rule, the limitation of liability as to cargo loss or damage set forth in the Broker Carrier Agreement between Arrive and Carrier shall be voided and payment by Arrive to Carrier shall be forfeited by Carrier in full.
- 12. Carrier or its agent certifies that any Transportation Refrigeration Unit (TRU or reefer) equipment furnished will be in compliance with the in-use requirements of the California TRU regulations.
- 13. This Rate Confirmation incorporates the terms and conditions of a Broker Carrier Agreement signed by Arrive and Carrier.
- 14. In the event of a conflict between this Rate Confirmation and any Broker Carrier Agreement between Arrive and Carrier, this Load-Rate Confirmation shall govern as to the provisions in conflict.

#### If this load is a temp-controlled load follow these guidelines:

- 1. All temp-controlled loads should be run on continuous.
- The temperature must follow the Bill Of Lading.
  - If no temperature, please call Arrive immediately.
  - If there are any discrepancies in the Arrive Rate Confirmation and BOL Please call Arrive immediately. Temp on BOL will prevail.

Do not dispatch a driver who cannot meet transit time without violating Hours of Service or other safety rules. Nothing in this Rate Confirmation constitutes a request to violate Hours of Service or other safety rules or to coerce a driver to do so.

Broker. DM Trans, LLC dba Arrive Logistics

Carrier Signature:	Luke Miche					
Print Name:						
Driver:		Cell #:				
Truck#:	Tllr:	Tllr. Type:				

A Rate Confirmation from Arrive Logistics will only be sent from the following email addresses: @arrivelogistics.com @arrivefresh.com @arvy.us. It is the Carriers responsibility to verify that a Rate Confirmation has come from a legitimate Arrive email prior to accepting a load and performing services; Arrive will not be held responsible for any payments, losses or damages incurred by Carrier or any third party associated with a Rate Confirmation that has not legitimated from Arrive.

NOTE: By accepting this Rate Confirmation, Carrier warrants and agrees that it will follow all rules and regulations concerning its choice of driver(s), including assigning a driver who can perform the transportation services without violating the Hours of Service of Drivers Regulations contained in 49 CFR 395 applicable at the time of acceptance of the shipment.



# INVOICE

**BILL TO:** ARRIVE LOGISTICS 7701 METROPOLIS DRIVE, BUILDING 15 AUSTIN, TX 78744

#### INVOICE DATE: 09/24/2024 INVOICE #: 5938081 TERMS: NET 30 DUE DATE: 10/24/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
09/23/2024		United Warehouse, 11324 E Apache St, Tulsa, OK 74116 - Vendetta Chemical Solutions, 6801 N FM 1788, Midland, TX 79707			
		Freight Income	1	\$1,350.00	\$1,350.00

TOTAL	
\$1,350.00	

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

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\* FREIGHT COLLECT/ EXW / FCA shipments: by accepting these shipments and signing the bill of lading the Carrier represents and warrants that the Carrier has verified the cargo is free of damage and bag/box count(s) and pallet count(s) are as stated on paperwork.

\*\* DO NOT DOUBLE STACK PALLET! ONLY SHIP WITH FOOD GRADE MATERIALS AND NON-ODOROUS FOOD GRADE MATERIALS! THESE ITEMS ARE FOODSTUFFS AND CANNOT BE COMMINGLED WITH ANY POISONOUS CLASSIFICATIONS EITHER IN WAREHOUSE, TERMINALS, OR TRANSIT.

Page 1 of 3







# **TERMS & CONDITIONS OF CARRIAGE**

# In the absence of a separate written contract between carrier and shipper, the following term and conditions shall apply.

1. The carrier or the party in possession of all or any of the property described in this bill of lading (collectively "carrier") shall be liable under 49 U.S.C. §14706 for any loss, damage or delay thereto, except as hereinafter provided. Carrier shall also be liable for special, incidental and consequential damages for which it has actual or constructive notice.

2. No carrier shall be liable for any loss or damage to the property or for any delay caused solely by an Act of God, the public enemy, the authority of the law, or the act or default of the shipper. Further, no carrier shall be liable for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. The carrier shall have the burden of proving freedom from negligence and that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The carrier's liability shall not be subject to the rule of contributory or comparative negligence. 3. The carrier shall be liable solely as a warehouseman for loss, damage or delay occurring after attempted tender of the property for delivery to the consignee at destination. When tender of delivery of the property to the party entitled to receive it has been made, but delivery has been refused, or if carrier is unable to make delivery for any reason, carrier's liability as a warehouseman will begin when carrier has placed said property in a public warehouse or storage facility under reasonable security. No storage charges shall be assessed against shipper unless carrier provides written notice to shipper at the address set forth on the face of this bill of lading requesting disposition instructions. Except in the case of negligence of the carrier, the carrier shall not be liable for loss, damage or delay which results when the property is stopped and held in transit upon request of the shipper, owner, or party entitled to make such request 4. Except in the case of negligence of the carrier, no carrier of all or any of the property described in the bill of lading shall be liable for delay directly caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on the carrier. 5. Carrier shall receive, transport and deliver the property covered by this bill of lading in good order and condition to the consignee at the point of destination. Carrier shall fully comply with all applicable laws relating to the services to be performed. Unless agreed upon in writing prior to shipment, carrier is not bound to transport said property by a particular schedule or vehicle or in time for a particular market, or in any manner other than with reasonable dispatch and without delay. Carrier shall have the right, in case of physical necessity, to forward said property by any carrier or route between the point of shipment and the point of destination, without additional cost to shipper or consignee, subject to carrier's continuing liability to shipper for proper performance and compliance. 6. Claims for loss, damage or delay must be in writing and mailed to carrier within nine months after the delivery of said property, or in the case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed. In no case shall said reasonable time be deemed to be less than 30 days from the scheduled or anticipated delivery date. Suits for loss, damage or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is actually received by the claimant from the carrier that the carrier has disallowed the claim or any part thereof. An offer of compromise shall not constitute a disallowance of any part of the claim, unless the carrier informs the claimant in writing that such part of the claim is disallowed and provides reasons for such disallowance. Communications received from carrier's insurer shall not constitute a disallowance of any part of the claim, unless the insurer informs the claimant in writing that such part of the claim is disallowed, provides a lawful reason for such disallowance and informs the claimant that the insurer is acting on behalf of the carrier. Where a lower value than the actual value of the said property has been stated in writing on the bill of lading by the shipper or has been agreed upon in writing as the released value of the property, such lower value, plus freight charges if paid, shall be the maximum recoverable amount for loss or damage whether or not such loss damage occurs from negligence. When any loss, damage or delay is the result of carrier's willful misconduct, gross negligence, material or fundamental breach, or conversion, said limitation of liability shall not apply, and shipper shall be reimbursed for its full damages, plus freight charges, if paid. 7. As full and complete compensation to carrier, the shipper or consignee shall pay the freight and all other lawful charges accruing on said property according to the agreement of the parties. The shipper shall only be liable for the actual freight rates, charges and allowances disclosed on the face of the bill of lading. Except that if the shipper stipulates, by signature or endorsement, in the space provided for that purpose on the face of the bill of lading that the carrier shall not make delivery to the consignee without requiring payment of such charges and the carrier, contrary to such stipulation, makes delivery without requiring such payment, the shipper shall not be liable to carrier for such charges. The carrier may extend credit to the party responsible for payment of the freight charges, but may not charge interest on freight bills which remain unpaid. There shall be no penalty of any kind or loss of discount allowed for late payment. Shipper may offset unpaid freight charges against unpaid freight claims when said freight claims are outstanding for more than 90 days. Nothing herein shall limit the right of the carrier to require at the time of shipment the prepayment or guarantee of the charges. If upon mutual inspection it is ascertained that the property shipped is not accurately described in the bill of lading, the freight charges must be paid upon the property actually shipped. 8. Claims for loss, damage and delay shall be administered in accordance with Ex Parte No. 263, 340 I.C.C. 515, Feb. 24, 1972, including interpretations thereof and 49 C.F.R. § 1005. In addition, claimant may recover its administrative expenses incurred in connection with said claims. 9. Claims for overcharges and undercharges shall be governed by the statute of limitations stated in 49 U.S.C. § 14705, and administered in accordance with 49 C.F.R.§ 1008, unless otherwise provided herein. Carrier shall pay a commercially reasonable interest rate on overcharge claims. If a shipper elects to submit a dispute over the original billing involving the applicability or reasonableness of the rate or charges to the Surface Transportation Board (STB) for resolution, the shipper must contest the billing by mailing or faxing a protest to the carrier within 180 days of the date it or its agent receives the original billing from the carrier. Overcharges and

within 18 months of delivery. Pursuant to 49 U.S.C. §14101(b), the parties hereby expressly waive any notification requirements that may be applicable under 49 U.S.C. §13710(a)(3) for such overcharges and undercharges. If carrier seeks to assess additional charges, it must mail or fax its billing to the party responsible for payment within 180 days of the date on its original billing. Once protested, disputes may be submitted to the STB for resolution. If not resolved by the STB within 18 months of the delivery date, an action at law must be instituted to preserve the right to collect the amounts sought. Nothing in this agreement or the law shall prohibit carrier from making a voluntary refund of an overcharge, or shipper's voluntary payment of an undercharge, whether or not the original billing was contested within 180 days.

10. Carrier agrees to indemnify, defend and hold shipper harmless from and against any and all loss, liability, damage, claim or expense of whatever type or nature, including damage to property or injury (including death) to any person in any way arising out of or relating to carrier's services provided hereunder

11. In the event any property has been refused by the consignee, or carrier is unable to deliver the property for any reason, carrier shall immediately notify shipper by telephone or other electronic communication system in accordance with the instructions for notification given on the face of the bill of lading. Said notice shall be

confirmed in writing by carrier, stating the time, date and amount of any applicable storage charges. Storage charges shall not begin until 48 hours after carrier's written notification, exclusive of Saturdays, Sundays and business holidays declared by any of the parties hereto. Shipper shall give disposition instructions to carrier within 48 hours of its receipt of carrier's notice. If disposition is not received within said 48 hours, carrier shall send a "SECOND AND FINAL NOTICE OF ON-HAND FREIGHT" via facsimile transmission or EDI (Electronic Data Interchange). If disposition instructions are not received within 48 hours of the "Second and Final Notice". carrier must advertise in two newspapers of general circulation for two consecutive weeks that the goods on hand will be offered for sale at a general auction, stating the time and place of said sale. No later than 10 days prior to the auction sale, carrier shall send a copy of the auction notice to shipper and all others with an interest in the property via facsimile transmission or EDI when published. 12. Where perishable property transported to the destination stated in this bill of lading is efused by consignee or party entitled to receive it, or said consignee or party entitled to receive the property fails to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at private or public sale in accordance with applicable law; provided, that if there is sufficient time to notify the consignor or owner of the refusal of the property or the failure to receive it and to request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold, including telephone or facsimile transmission. 13. The proceeds of any sale made under this bill of lading shall be applied by the carrier: first, to the payment of freight, demurrage, storage, and any other lawful charges: and second, to the expense of notice, advertisement, sale, and other reasonable and necessary expense of caring for and maintaining the property, if proper care of the property requires special expense. Should there be a balance remaining after all charges and expenses are paid, such balance shall be paid to the owner of the property sold hereunder. 14. Upon delivery of the shipment, carrier shall obtain a receipt showing the kind, quantity and condition of the property delivered to the consignee. Notice of loss or damage shall be given to carrier on the delivery receipt by the consignee and confirmed by the driver. Concealed loss or damage shall be reported to the delivering carrier within 15 working days, unless the claimant explains why the loss or damage could not reasonably have been reported within 15 days. When notice has first been given to carrier after 15 days, claimant shall offer proof that the loss or damage did not occur after delivery to consignee, and carrier shall resolve the claim in light of the proof. 15. Carrier shall be liable for damages caused by the nonreceipt of any part of the property shown in this bill of lading or by the failure of the property to correspond with the description contained on the face of the bill of lading, including the number of shipping units or packages noted on the face of the bill of lading. Carrier shall deliver the property in the same condition or unitized package as tendered at origin. If the property is loaded by shipper and carrier is not able or is not given an opportunity to inspect and count the shipment prior to acceptance by the carrier, the bill of lading must be noted "SL & C" (Shipper Load & Count). When less-than-truckload shipments are loaded and counted by the shipper, such shipments will be inspected and counted by carrier at its first breakbulk point and all discrepancies shall be reported immediately in writing to shipper. 16. No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value, unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading. 17. If transportation is arranged through a broker, carrier designates broker as its agent for the collection of freight charges. When charges are paid to broker, carrier agrees not to hold shipper or consignee liable for said charges. 18. Any alteration or addition to this bill of lading after its issuance, without written authorization from the shipper, is void. However the original terms of the bill of lading are enforceable.

undercharges resulting from typographical, mathematical, weight or clerical errors, or duplicate payments may be filed at any time

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