

Rate Confirmation Agreement

Lumper WILL NOT be paid without preapproval.

\*\*\*No double brokering allowed\*\*\*

Double brokering without prior written authorization will result in forfeiture of payment by Axle to Carrier. Carrier agrees that it has or will implement tracking technology from pickup to delivery to fit shipper's criteria. \*\* Carrier's dispatch team agrees to contact <u>Axle's offices</u> upon discovery of any overages, shortages, or damaged product to report discrepancy before leaving the customer's premises.\*\*

### \*\*Axle requests that Carrier name "Axle Logistics, LLC" as an ADDITIONAL INSURED on Carrier's Auto Liability policy\*\*

Payment of undisputed freight charges requires:

- · Current Certificates of insurance (auto liability, cargo, and worker's comp).
- Carrier authority, signed Axle Logistics Broker-Carrier Agreement, W-9 information, signed Axle Logistics load confirmation, signed BOL and carrier invoice.
- . Documents must be submitted to:
- o Email to: invoices@axlelogistics.com
- o Fax to: 866-534-6005
- Mail to: Axle Logistics, LLC 835 N Central St, Knoxville, TN 37917

This Rate Confirmation is deemed accepted by Carrier unless it is rejected within 4 hours of receipt. Notwithstanding the foregoing, receipt of shipment by Carrier constitutes acceptance of and agreement to the terms of this Rate Confirmation. Any communications regarding this load must be addressed to Axle Logistics' offices and not to its customer. All charges are included in this Rate Confirmation. No additional charges or fees will be paid.

Detention will be paid ONLY if Axle Logistics is notified ONE HOUR PRIOR to detention occurring and times are clearly marked on BOL's. Axle Logistics Detention Rate: \$30.00 an hour after 2 hours MAX 5 hours to be paid. Detention will not be paid if late/missed appointment occurs. Axle Logistics will not pay detention or layover fees for weather related delays.

To the extent a customer maintains the right to and does impose late fees for missed/late pickups/deliveries, such fines are the responsibility of Carrier. Carrier agrees to the attached requirements from the shipper, if any. If there is any discrepancy between the bill of lading and/or any shipping instructions and the cargo actually tendered (especially for temperature controlled cargo), Carrier shall instruct its driver to contact Axle's offices for further instruction from the shipper. Notwithstanding the foregoing, Carrier agrees that it has the ultimate responsibility to safely and securely load all freight in accordance with all applicable law.

<u>Fuel Advance Option</u>: Fuel Advances will only be issued to the contact information for Carrier listed with the FMCSA and Carrier must have elected that it allows fuel advances. Carriers are eligible for 40% of agreed upon rate and no more than \$600.00 a day. There will be a 4% fee for all advances given including lumpers. <u>Quick Pay Option</u>: Quick Pay must be submitted to quickpay@axlelogistics.com and will be paid within 2 business days after receipt of all required documents via ACH. Carriers who utilize Axle Logistics' Quick Pay option must be enrolled in Axle Logistics' Quick Pay program. \*There will be a 4% fee for all Quick Pays given.

Carrier is exclusively responsible for following all federal, state, and provincial safety and Hours of Service guidelines to legally and safely transport shipments tendered by Axle Logistics. 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 or Drivers Regulations contained in 49 CFR 395 applicable at the time of acceptance of the shipment. Any property damage or bodily injury that occurs during the course of transit is the exclusive responsibility of Carrier, who is an independent contractor and not an agent or affiliate of Axle Logistics. Freight must not be trans-loaded without prior written approval or payment may be forfeited by Carrier. This Rate Confirmation incorporates the terms and conditions of the Broker-Carrier Agreement signed by Axle Logistics and Carrier or, if the Broker-Carrier Agreement has not been signed by Axle Logistics and Carrier, then the terms and conditions of Axle Logistics' standard Broker-Carrier Agreement that may be found by registering at https://gohighway.com/go/axle-logistics. In the event of a conflict between this Rate Confirmation and any Broker-Carrier Agreement between Axle Logistics and Carrier, this Rate Confirmation shall govern as to the provisions in conflict. Carrier understands and agrees that, for shipments sealed at origin or after each additional pickup/drop, the lack of a seal or any seal irregularities noted at destination shall be sufficient to render the shipment unsafe and a total loss, without the need for inspection, at the discretion of the shipper or consignee. Carrier acknowledges that any routing instructions from the shipper are provided for convenience only and that Carrier is solely responsible for choosing the route. Carrier has exclusive responsibility for all cargo tendered hereunder from the time of loading until delivery to the consignee evidenced by a signed delivery receipt.

> Axle Logistics, LLC 835 N. Central Street Knoxville, TN 37917 865-223-6603 www.axlelogistics.com

AXLE LOGISTICS, LLC 835 N. Central Street



Page 1

## \*\*\* Load Confirmation \*\*\*

1974873

Knoxville, TN 37917 Dispatcher Garrett Eakin

n Phone: (865) 356-3142 Fax: (866) 431-5399 Email: Garrett.Eakin@axlelogistics.com

Carrier: Date:	Brz Burba 09/27	ank 7/2024	IL 60	04592734		Contact: Phone: Fax:	John
Order	Orde					Commodity:	Beverages - Non Alcoholic, No Temp Con
	Miles T		J			Weight:	43056.0
	Temp		5 400			Trailer:	Van or Reefer (DAT)
	BOL: 71435496				Reference:	00072387	
	<b>PU</b> 1	Name:	Gatorade -	Wytheville		Date:	09/29/2024 1630
		Address:	316 Gator L	∟ane			09/29/2024 1630
						Contact:	
			WYTHEVIL	LE VA	24382	Drvr Ld/U	Inld: No driver loading or unload
		Phone:					
		Reference			71435496		
		Reference			00072387		
		Reference			1312654733		
		Reference	number:	ZZ	S20240923:0	083000	
-	SO 2	Name:	Pepsi - PB(	C2769 SP_14	450	Date:	09/30/2024 1200
		Address:	120 Bill Bry	∕an Blvd			09/30/2024 1200
						Contact:	USE PBC DOCK ONLY
		Phone:	HOPKINSV (270) 707		42240	Drvr Ld/U	Inld: No driver loading or unload
		Reference	· · ·		00072387		
		Reference			1312654733	•	
Payment		Carrier Fre	eight Pay:		\$732.00		





## Instructions

Customer requires load to be strapped and secured. Carrier is exclusively responsible for securing the cargo. Axle Logistics is not responsible for and will not compensate for shifted product or restacking/reworking fees, charges, or penalties.

Carrier is responsible to ensure driver checks the provided load number and receiving address paperwork match the rate confirmation; if anything differs please reach out to an Axle Logistics representative immediately.

The seal must only be broken by a PepsiCo approved employee from either the shipper or the receiver. If the seal is broken, it can result in a full claim of the product and destruction at the cost of the carrier.

\*\*If the seal is broken by law enforcement, it must be documented and signed on the BOL and the officer should provide a new seal and provide the appropriate paperwork and authorization.\*\*

If all or part of a shipment is rejected by the receiver, carrier driver must wait on site until given instruction from an Axle Logistics representative. If the seal has already been broken by the receiver and the driver is asked to leave the receiving facility, the driver must have the trailer resealed by a PepsiCo approved employee and notify an Axle Logistics representative in writing before they exit. Failure to have the trailer resealed in this event could result in a full claim of the load at the responsibility of the carrier.

To qualify for detention pay, the carrier driver is responsible to keep track of in and out time at shipper and/or receiver and must utilize tracking for the full duration of the shipment.

Carrier Driver must be checked in by an employee at the shipper by or before the appointment time on the rate confirmation (if one applies). Drivers waiting in line to check-in will not be counted on time for pick up, only from the time they arrive to the gate.



John Djordjevic

(X) Accept

() Decline

Attn:

Garrett Eakin

Jonatan Acosta (786) 312-3845

811 W97041





Rate Confirmation Agreement

Lumper WILL NOT be paid without preapproval.

\*\*\*No double brokering allowed\*\*\*

Double brokering without prior written authorization will result in forfeiture of payment by Axle to Carrier. Carrier agrees that it has or will implement tracking technology from pickup to delivery to fit shipper's criteria. \*\* Carrier's dispatch team agrees to contact <u>Axle's offices</u> upon discovery of any overages, shortages, or damaged product to report discrepancy before leaving the customer's premises.\*\*

### \*\*Axle requests that Carrier name "Axle Logistics, LLC" as an ADDITIONAL INSURED on Carrier's Auto Liability policy\*\*

Payment of undisputed freight charges requires:

- · Current Certificates of insurance (auto liability, cargo, and worker's comp).
- Carrier authority, signed Axle Logistics Broker-Carrier Agreement, W-9 information, signed Axle Logistics load confirmation, signed BOL and carrier invoice.
- . Documents must be submitted to:
- o Email to: invoices@axlelogistics.com
- o Fax to: 866-534-6005
- Mail to: Axle Logistics, LLC 835 N Central St, Knoxville, TN 37917

This Rate Confirmation is deemed accepted by Carrier unless it is rejected within 4 hours of receipt. Notwithstanding the foregoing, receipt of shipment by Carrier constitutes acceptance of and agreement to the terms of this Rate Confirmation. Any communications regarding this load must be addressed to Axle Logistics' offices and not to its customer. All charges are included in this Rate Confirmation. No additional charges or fees will be paid.

Detention will be paid ONLY if Axle Logistics is notified ONE HOUR PRIOR to detention occurring and times are clearly marked on BOL's. Axle Logistics Detention Rate: \$30.00 an hour after 2 hours MAX 5 hours to be paid. Detention will not be paid if late/missed appointment occurs. Axle Logistics will not pay detention or layover fees for weather related delays.

To the extent a customer maintains the right to and does impose late fees for missed/late pickups/deliveries, such fines are the responsibility of Carrier. Carrier agrees to the attached requirements from the shipper, if any. If there is any discrepancy between the bill of lading and/or any shipping instructions and the cargo actually tendered (especially for temperature controlled cargo), Carrier shall instruct its driver to contact Axle's offices for further instruction from the shipper. Notwithstanding the foregoing, Carrier agrees that it has the ultimate responsibility to safely and securely load all freight in accordance with all applicable law.

<u>Fuel Advance Option</u>: Fuel Advances will only be issued to the contact information for Carrier listed with the FMCSA and Carrier must have elected that it allows fuel advances. Carriers are eligible for 40% of agreed upon rate and no more than \$600.00 a day. There will be a 4% fee for all advances given including lumpers. <u>Quick Pay Option</u>: Quick Pay must be submitted to quickpay@axlelogistics.com and will be paid within 2 business days after receipt of all required documents via ACH. Carriers who utilize Axle Logistics' Quick Pay option must be enrolled in Axle Logistics' Quick Pay program. \*There will be a 4% fee for all Quick Pays given.

Carrier is exclusively responsible for following all federal, state, and provincial safety and Hours of Service guidelines to legally and safely transport shipments tendered by Axle Logistics. 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 or Drivers Regulations contained in 49 CFR 395 applicable at the time of acceptance of the shipment. Any property damage or bodily injury that occurs during the course of transit is the exclusive responsibility of Carrier, who is an independent contractor and not an agent or affiliate of Axle Logistics. Freight must not be trans-loaded without prior written approval or payment may be forfeited by Carrier. This Rate Confirmation incorporates the terms and conditions of the Broker-Carrier Agreement signed by Axle Logistics and Carrier or, if the Broker-Carrier Agreement has not been signed by Axle Logistics and Carrier, then the terms and conditions of Axle Logistics' standard Broker-Carrier Agreement that may be found by registering at https://gohighway.com/go/axle-logistics. In the event of a conflict between this Rate Confirmation and any Broker-Carrier Agreement between Axle Logistics and Carrier, this Rate Confirmation shall govern as to the provisions in conflict. Carrier understands and agrees that, for shipments sealed at origin or after each additional pickup/drop, the lack of a seal or any seal irregularities noted at destination shall be sufficient to render the shipment unsafe and a total loss, without the need for inspection, at the discretion of the shipper or consignee. Carrier acknowledges that any routing instructions from the shipper are provided for convenience only and that Carrier is solely responsible for choosing the route. Carrier has exclusive responsibility for all cargo tendered hereunder from the time of loading until delivery to the consignee evidenced by a signed delivery receipt.

> Axle Logistics, LLC 835 N. Central Street Knoxville, TN 37917 865-223-6603 www.axlelogistics.com

**AXLE LOGISTICS, LLC** 835 N. Central Street



Page 1

## \*\*\* Load Confirmation \*\*\*

1974873

Knoxville, TN 37917 LOAD CONTIFICATION 1974873 Dispatcher Duncan JohnsonPhone: (865) 356-3142 Fax: (866) 431-5399 Email: Garrett.Eakin@axlelogistics.com

Carrier:	Brz Burba	ank	IL	6045927	734		Contact: Phone:	John
Date:	09/30	0/2024					Fax:	
Order	Orde Miles Temp BOL	s: 429.0 p:	4873 .0 35496				Commodity: Weight: Trailer: Reference:	Beverages - Non Alcoholic, No Temp Contr 43056.0 Van or Reefer (DAT) 00072387
-	PU 1	Name: Address:		de - Wythe Itor Lane	ville		Date: Contact:	09/29/2024 1630 09/29/2024 1630
		Phone:	WYTHE	EVILLE	VA	24382		Unld: No driver loading or unload
		Reference	e number:		KR	71435496		
		Reference	e number:		PO	00072387		
		Reference	enumber:		PU	1312654733	3	
		Reference	; number:		ZZ	S20240923:	083000	
-	SO 2	Name: Address:	•	PBC2769 I Bryan Blv		450	Date: Contact:	10/01/2024 1100 10/01/2024 1100 USE PBC DOCK ONLY
		Phone:		NSVILLE 707-1440		′ 42240		Unld: No driver loading or unload
		Reference	e number:		PO	00072387		
		Reference	) number:		PU	1312654733	3	
Payment		Carrier Fr Layover	reight Pa	/:		\$732.00 250.00		

# 

MPOWERED BY

## Instructions

Customer requires load to be strapped and secured. Carrier is exclusively responsible for securing the cargo. Axle Logistics is not responsible for and will not compensate for shifted product or restacking/reworking fees, charges, or penalties.

Carrier is responsible to ensure driver checks the provided load number and receiving address paperwork match the rate confirmation; if anything differs please reach out to an Axle Logistics representative immediately.

The seal must only be broken by a PepsiCo approved employee from either the shipper or the receiver. If the seal is broken, it can result in a full claim of the product and destruction at the cost of the carrier.

\*\*If the seal is broken by law enforcement, it must be documented and signed on the BOL and the officer should provide a new seal and provide the appropriate paperwork and authorization.\*\*

If all or part of a shipment is rejected by the receiver, carrier driver must wait on site until given instruction from an Axle Logistics representative. If the seal has already been broken by the receiver and the driver is asked to leave the receiving facility, the driver must have the trailer resealed by a PepsiCo approved employee and notify an Axle Logistics representative in writing before they exit. Failure to have the trailer resealed in this event could result in a full claim of the load at the responsibility of the carrier.

To qualify for detention pay, the carrier driver is responsible to keep track of in and out time at shipper and/or receiver and must utilize tracking for the full duration of the shipment.

Carrier Driver must be checked in by an employee at the shipper by or before the appointment time on the rate confirmation (if one applies). Drivers waiting in line to check-in will not be counted on time for pick up, only from the time they arrive to the gate.



Phil Vukovic

(X) Accept

() Decline

Attn:

Duncan Johnson

Jonatan Acosta (786) 312-3845

811 W97041





# INVOICE

BILL TO: AXLE LOGISTICS LLC 835 N CENTRAL STREET KNOXVILLE, TN 37917

### INVOICE DATE: 10/01/2024 INVOICE #: 1974873 TERMS: NET 30 DUE DATE: 11/01/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
09/29/2024		316 Gator Lane, Wytheville, VA 24382 - 120 Bill Bryan Blvd, Hopkinsville, KY 42240			
		Freight Income	1	\$732.00	\$732.00
		Layover	1	\$250.00	\$250.00

TOTAL	
\$982.00	

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

_										١	0000	;K		
Date: 9/3	0/2024 11	1:51:31			B	LL OF	LAD	INC	3				Page 1	
Address	1008-GAT s: 316 GA ite/Zip: W	ORADE	NE	RIDGE	the second		Docum	ent N	umber		10083781530 Appt: Checkin: Loaded:		9 16:30:00 30 08:36:07 30 11:39:	
SID/BOL	#: 7143	35496		FOB:						781530		Mon Sep 3	30 11:51: моs: т	
Address	PBC HOP s: 120 BIL	LBRYA	N BLVD		00		Carri Trailer Seal n	Num	ber:	LIV	LE LOGISTICS L E97041AXLL 03735		m03. 1	
		JPRINO	VILLE, P	FOB:	00		SCA Pro N		AX ar:	LL	CAF		1435496 DAD SEQ:	
ID: C10	THIRD			HARGES BILL D. SERVICES			Freigh	nt Ch	arge		(freight charges ar otherwise)	e prepaid unle	ess marked	
Addres	S: PO BO	X 17608	3	178-7608	5			P	repaid		Collect		3rd Party	
City/Ste	ale/Lip. 51	10010	, 110 00				(c	heck b	ox)	Maste Ladin	er Bill of Lading: wit g	h attached un	derlying Bills of	
SPECIAL	INSTRUCTI	ONS: OT	HERS-Ton	n.Hibpshman1(	Dpeps	ico.com								
						TOMER ORD			TION t/Slip	- 1994 (*	ADDITIONA		NEO	
00072387	STOMER O	RDER NU	JWREK	# PKGS	23	WEIGHT (L	-B) 38330	(Circle One Y N		RAD-09		ADDITIONAL SHIPPER INFO 30/24 O-8384284387 S-1312654733		
								Y	N					
								Y	N					
								Y	N					
	GRAN	D TOTA			23		38329	Y	N				and a second	
	GRAN	01012			23	CARRIER I				No. of Concession, Name				
HANDL	ING UNIT	PAC	KAGE		н.м.		COMM							
QTY	TYPE	QTY	TYPE	WEIGHT (LB)	(X)	and packaged as to ensure safe transpor See Section 2(e) of NMF			ortation with	tion with ordinary care. NMFC #		CLASS		
23	CHEP Pallets	2288	CS - Case	38329		BEV PREP DF						72160	60	
			16											
23		2288		38329		39870	-	ROSS			RAND TOTAL			
declared va	lue of the proper	rty as follows		quired to state specific cally stated by the sh			CO		ount: ee Tei		Collect Customer che		epaid: □ ble: □	
NOTE		itation fo	or loss or o	damage in this	shipr	nent may be	applical	ole. S	ee 49	U.S.C.	- 14706(c)(1)(A)	and (B).		
RECEIVED	subject to indiv	idually deter	mined rates or ates, classificat	contracts that have b ions and rules that ha federal regulations.	een agre	ed upon in writing	between the	e carrier	and	The ca	arrier shall not make d ent of freight and all of	elivery of this sh		
-Ru 10	I, Ve	inon		Trailer Loade	ed:		ght Count y Shipper y Driver/pa y Driver/Pi	allets sa	aid to		CARRIER SIC Carrier acknowledges receipl emergency response informa emergency response guideby	of packages and requi	ared placards, Carrier certificate and/or carrier has the DC	

CS CamScanner

	1+	•	•

## Packing List

Ship From: 1008-GATORADE-BLUERIDGE 316 GATOR LANE WYTHEVILLE,VA 24382	Order Number: 8384284387 Warehouse ID Order Type: ZOR 1008 Customer PO Number: 00072387 Customer PO Date: 09/20/2024 Carrier Move ID: 71435496 Carrier Name: AXLE LOGISTICS LLC Traller Number: LIVE97041AXLL
Ship To:	Third Party Freight Charges Bill To :
PBC HOPKINSVILLE KY	PEPSICO C/O CASS INFO. SERVICES
120 BILL BRYAN BLVD	PO BOX 17608
HOPKINSVILLE,KY 42240–6800	ST LOUIS,MO 63178-7608

Notes:

HANDLING UNITS : CHEP 23

Item Number	Description	Platform	Lot Number	Inv Status	Gross Weight	Quantity
10052000013594001	QTG 16.90Z PL PRPL ZRO WTRMLN 6/4 MFG	CHEP	091224NR	SHIP	1692.00	60
10052000043461000	GA LQ 12OZ 4/6PK G ZERO GF	CHEP	091624RV	SHIP	1696.00	80
10052000049333000	PPL FITNESS WTR 200Z 12CT BERRY	CHEP	090424TL	SHIP	2815.20	170
10052000049357000	PPL FITNESS WTR 200Z 12CT KIWI STRWBRY	CHEP	082024TL	SHIP	4222.80	255
10052000049388000	PPL FITNESS WTR 200Z 12CT WATERMELON	CHEP	073124TL	SHIP	1407.60	85
10052000103936000	GA LQ 20OZ 6/4PK CBR	CHEP	071024KM	SHIP	1879.20	54
10052000123248005	GA LQ 12OZ 18PK VARIETY LELI OR FP	CHEP	081224RE	SHIP	1422.00	90
10052000123248005	GA LQ 12OZ 18PK VARIETY LELI OR FP	CHEP	081224ZL	SHIP	1422.00	90
10052000123255004	GA LQ 12OZ 18PK VARIETY BE GR STRWB	CHEP	071824WH	SHIP	1422.00	90
10052000123255004	GA LQ 12OZ 18PK VARIETY BE GR STRWB	CHEP	081624GF	SHIP	1422.00	90
10052000512486010	QTG 16.90Z PL PRPL GRP 12/1	CHEP	091024NR	SHIP	4089.60	288
52000014372012	PPL LQ 500ML 1/12PK WTRMLN MFG	CHEP	091124NR	SHIP	2044.80	144



		Pack	king List			
Item Number	Description	Platform	Lot Number	Inv Status	Gross Weight	Quantity
52000014846000	PPL LQ 500ML PL 18CT VAR	CHEP	082224UD	SHIP	3816.00	180
52000043693000	GA GZERO 12OZ 18PK VARIETY BE GF GC	CHEP	071724ZL	SHIP	2844.00	180
52000133189004	QTG 16.90Z PL PRPL BLK CHE 12/1	CHEP	090824NR	SHIP	2044.80	144
52000512007009	QTG 16.90Z PL PRPL ZRO KWSTW 12/1	CHEP	092224NR	SHIP	4089.60	288
					Total Quantity:	2,288

Gross Weight: 38330

Printed: 9/30/2024 11:51:33

