Rate Confirmation Terms and Conditions

1. This rate confirmation is subject to the terms and conditions of the Broker-Carrier Agreement ("Agreement") in place between Direct Connect Logistix, Inc. ("DCL") and the motor carrier referenced above ("Carrier"). This rate confirmation shall be effective upon the earlier of: (i) Carrier's acceptance in writing, including email, or verbally; (ii) Carrier's physical possession acceptance of the shipment; or (iii) Carrier's failure to reject this rate confirmation within twenty-four (24) hours.

2. The rates and charges provided in this rate confirmation shall represent the total compensation owed to Carrier, inclusive of any accessorials, fuel surcharges, or any other charge or expense, unless otherwise expressly stated herein. The rates and charges cannot be amended, modified, or supplemented except by written agreement of an authorized representative of DCL. Any rates, charges, fees, terms and/or conditions contained in any tariff, circular, schedule or similar document maintained or used by Carrier shall not apply, unless expressly agreed upon by DCL.

3. Additional operational terms and conditions applicable to the shipment may be included in the Carrier Instructions and Requirements and such additional operational terms and conditions shall apply. To the extent the Carrier Instructions and Requirements conflict with the Agreement, the Carrier Instructions and Requirements shall supersede and apply. Carrier acknowledges that all freight handling, routing, and delivery instructions provided by DCL are those of the Customer.

4. Carrier must have written approval from DCL to be included on rate confirmation for any additional charges, including but not limited to, detention, stop off, layover, loading, or unloading. Any additional charges not approved by DCL will not be invoiced by Carrier nor compensated by DCL.

5. Carrier shall submit all service and operational documents, such as bills of lading, receipts, and proofs of delivery, to DCL within forty-eight (48) hours of delivery.

6. Carrier shall submit all invoices for services rendered within ninety (90) days of delivery or when delivery reasonably should have occurred and failure to submit invoices within such ninety (90) day period shall constitute Carrier's waiver of all rights and remedies to payment. Broker shall make payment to Carrier for all undisputed charges within thirty five (35) days of Broker's receipt of Carrier's undisputed invoice and all other documentation required to substantiate Carrier's invoice. Carrier may select expedited payment for a fee of five percent (5%) of the gross rate. Fees for wire issuance will be assessed to Carrier.

7. Except when Carrier is tendered a sealed trailer, Carrier is solely responsible for loading and securing the shipment. Carrier is solely responsible for transporting the shipment within legal weight limits. If Customer does not scale on site, Carrier shall make an immediate protest prior to transporting the shipment and Carrier's failure to protest shall be deemed Carrier's acceptance of the shipment as provided and places liability on Carrier for fines, penalties, or costs associated with movement of an overweight shipment.

8. Carrier must notify DCL immediately of any overages, shortages, losses, or damages to freight transported by Carrier.

9. Carrier shall be liable for overages, shortages, losses, or damages to freight pursuant to 49 USC § 14706 and as further provided in the Agreement.

10. Carrier shall provide services pursuant to its motor carrier operating authority and shall not subcontract, broker, interline, or use substituted service without written authorization from DCL.

11. All shipments are subject to electronic monitoring and tracking. Carrier will lose right to detention or layover if Carrier does not provide or allow electronical tracking for the entire duration of the shipment.

12. Seals are required on all shipments, must be intact upon delivery, and the seal number must match the seal number provided on the bill of lading.

13. For temperature-controlled shipments, Carrier must verify temperature with the Customer prior to leaving origin. All refrigerated shipments must run on a continuous cycle unless otherwise expressly indicated. All trailers transporting temperature-controlled shipments must have the ability to produce a temperature download.

14. Failure by Carrier to provide DCL notice of delay prior to appointment shall subject Carrier to a \$250 rescheduling fee.

15. Failure to comply with these terms and conditions will constitute a breach of contract and may result in additional fees or non-payment.

16. Carrier shall only seek payment from DCL. Carrier shall remit original invoices, bills of lading, receipts, proofs of delivery, and all other required documentation to payables@directconnectlogistix.com. Failure to timely provide required documentation may result in delayed payment of Carrier's invoice.

Direct Connect Logistix, Inc.

130 S Meridian St., 3rd Floor

Indianapolis, IN 46225

(317)218-7777

www.dclogistix.com

All Ca	rrier Payments are now processed through Triump	hPay.com			
Please	register online in order to receive payments;	Get Paid Now!			
1. 2. 3. 4. 5.	Go to www.Trium <u>p</u> hPay.com <u>Register your company</u> Connect with Direct Connect <u>Logistix</u> Add <u>your payment</u> information Control your money!	Login to TriumphPay.com to take advantage of our 2 % 2-Day QuickPay! ALL QuickPay Paperwork needs to be emailed to QP@dclogistix.com for proper processing			
Todos	los pagos del operador ahora se procesan a travé	s de TriumphPay.com Царткимен			
<u>Regist</u>	rese en línea para recibir pagos:	¡Obtenga su pago ahora! ¡Inicie sesión en TriumphPay.com			
1.	Ir a www.TriumphPay.com	para aprovechar nuestro			
2.	Registre su empresa	2% de pago rápido de 2 días! TODOS			
З,	Conéctese con Direct Connect Logistix	los trámites de pago rápido deben enviarse por correo electrónico a			
		enviarse por correo electronico a			

procesamiento adecuado

- 4. Agregue su información de pago
- 5. ¡Controla tu dinero!



DIRECT CONNECT LOGISTIX, INC. 130 S MERIDIAN ST, 3RD FLOOR INDIANAPOLIS, IN 46225

Page 1

INDIANAP((317) 218-7		46225		Lo	ad Confirn	nation			6232579
Carrier: Date:	BRZ BURE 10/02		IL 604	592734		Contact: Phone: Fax:		ichard Ilic 708) 303-5150	
Order	Orde Miles Tem BOL	s: 1973 p:	977			Commodity: Weight: Trailer: Reference:		ROCERY 5000.0 an (DAT) 900765298	
	PU 1	Name: Address: Phone:	SHEARER'S 280 THOMA BRISTOL	S ROAD	24201	Date Con Drive	tact:	10/02/2024 1400 No driver loading or u	unload
		Reference	number:	PO	ICS-44807				
	SO 2	Name: Address:	SHEARERS 7330 W SHE	ERMAN ST	050.40	Date		10/05/2024 0700	_
		Phone:	PHOENIX 623-907-4		85043	Con [:] Drive		Shipping No driver loading or u	unload
		Reference	number:	PO	ICS-44807				
Payment		Carrier F	reight Pay:		\$2,800.00)			
		Macropo	int Tracking		300.00)			
		Total Ca	rier Pay:		\$3,100.00)			

Carrier Instructions and Requirements: This form must be completed and returned before driver can be loaded. SHEARER'S FOODS - SHEAMAOH: Detention pay is \$35/hour after 3 hours free, capped at \$150/day for Dry Van shipments and \$250/day for Refrigerated shipments.

****Produce Shipments - No detention is paid at shipping locations (sheds). Detention at delivery is paid after 5 hours free at \$35/hour, capped at \$250 per 24 hours.

FCFS facilities do not pay detention unless specified in writing with your broker.

Layovers are paid at \$150/day for Dry Van, and \$250/day for Refrigerated shipments.

Carriers are NOT to arrange for any rejected product or full loads to be dropped at a 3rd party warehouses or taken back to shippers without broker's authorization. These actions can result in nonpayment for the load or full truckload claims. Any additional miles incurred to carrier for rejected product needing taken back to a shipping location or 3rd party location are paid at \$1.50/mile + FSC to carrier.

Please Sign: Jim Dujanovic

(X) Accept

() Decline

Driver Name: Carlos Driver Cell: (561) 567-1364 Driver Email: Tractor #: 826 Trailer #: W26232



INVOICE

BILL TO: DIRECT CONNECT LOGISTIX INC 314 WEST MICHIGAN STREET INDIANAPOLIS, IN 46202

INVOICE DATE: 10/05/2024 INVOICE #: 6232579 TERMS: NET 30 DUE DATE: 11/05/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
10/02/2024		280 Thomas Road, Bristol, VA 24201 - 7330 W Sherman St, Phoenix, AZ 85043			
		Freight Income	1	\$3,100.00	\$3,100.00

TOTAL	
\$3,100.00	

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

BILL OF LADING	Ship From FOB:	Ship To Carrier Name: Direct Connect Logistics ods LLC Location #: Trailer Number: W26232 SHEARERS mail St Trailer Number: W26232 SHEARERS z 55043 FOB: z 55043 FOB: z 55041 Seal Number(s): 275847 z 55042 FOB: z 55043 FOB: z 55043 FOB: z 55043 FOB:		Customer Order Information Customer Order Information BER PO NUMBER PO NUMBER 2 # PKGS WEIGHT PalleVSID PO Barcode /A ICS-44807 PO NUMBER 2 1620.0 9112.50 Y N /A ICS-44807 0.0 0.00 Y N M /A ICS-44807 0.0 9112.50 Y N M /A ICS-44807 0.0 0.00 Y N M	PALLETS WEIGHT Connoction number of production and productin and production and productin and production and produ		this load, that if exposed to altitudes g this load, that if exposed to altitudes g a poperty is specifically in writing the agreed or a poperty is specifically stated by the shipper to be not exceeding a poperty is specifically stated by the shipper to be not exceeding to loss or damage in this shipmph may be applicable. Se for loss or damage in this shipmph may be applicable. Se for loss or damage in this shipmph may be applicable. Se for loss or damage in this shipmph may be applicable. Se the states and fadenal regulations. URE/DATE Trailer Loadeld: Seal Intract: By Shipper By Driver No P C C UVCH By Chiver No P C C UVCH By Chiver No
10/02/2024	Bristol Virginia DC Warehouse 280 THOMAS RD Bristol,VA 24201	Shearers Foods LLC 7330 W Sherman St PHOENIX,AZ 85043	SPECIAL INSTRUCTIONS:	ORDER NUMBER 149617-BVA GRAND TOTAL	HANDLING UNIT P	Cases	RECOMMENDATION - Cecommendation - Cecommendation - Cecommendation of the property are value of t