

Loadsmith

1875 Lawrence St, Suite 600

Denver, CO 80202

Sent at: 10/01/2024 14:40 CST



LOADSMITH

To update tracking info:

Please make sure you are tracking in MacroPoint, Trucker Tools, or Project 44. For any further questions, or if any issues arise, please call 888-975-5623.

Contact your Loadsmith Rep, Clay Carder

Email: clay.carder@loadsmith.com

Phone: null Ext. 218

Questions? Call Loadsmith at: 888-975-5623

Rate Confirmation

Route # 1000064023

Mode: Truck

Size: FTL

Route Type: OTR

Distance: 1862 Miles

of Stops: 2

Cargo Value: \$100,000

Origin

Laredo, TX 78045

Destination

MIDDLETOWN, DE 19709-8769

Date: 10/2/2024

Equipment: Van 53

Expected Min Temp:

Expected Max Temp:

Temp Setting:

Carrier: ZIGI FREIGHT INC

MC#: 944686

DOT#: 2828543

Contact: SAMM STANOJEVIC

Phone: +16304857370

Email: SAMM@ROYAL3INC.COM

Total Rate: \$3,700.00 USD

Notes: NO REEFER TRAILERS ON ANY CLARIOS LOAD

****SHIPPER WILL ONLY LOAD DRY VAN TRAILERS****

Route Refs:

Vendor Refs:

EDI #: T6055837

PU #: IDE12020

Cust Ref #: IDE12020

Ord #: TMC37917684

EDI #: USD

Load Ref #: JOHNSON CONTROLS

EDI #: 1

Trailer #: ZZZZ

Ship ID #: 489950583

If this is a Temperature Controlled Shipment Please Follow These Guidelines:

Run all reefers on continuous unless specific written instructions are given to do otherwise. Run reefer at the temperature on BOL. If no temperature on BOL, please call 888-975-5623 for instruction.

Stop 1 – Pick Up

Richer V
822 Union Pacific Blvd,
Laredo, TX 78045

Special Reqs:

Date/Time: 10/2/2024 14:00
Scheduling: Appointment
Loading Type: Live
Pallet Count: 0
Work: No Touch

PO #: IDE12020
BOL #: 489950583

Pick Up Instructions:

Facility Notes: *** DO NOT DELIVER TO 834 UNION PACIFIC BLVD** If you dont go to the correct address you will be refused.

Commodity Details

Handling Unit		Pieces		Hazmat	Description	Dimensions	OD	Temp Control	Temp Setting	Pre-Cool To	Min° Temp	Max° Temp	Weight
Qty	Type	Qty	Type										
		1232		No	Palletized Batteries (Non-Hazardous) - 1	0 L x 0 W x 0 H ft	No	No					44,437 lb

Additional Details | Load On: Pallet

Total HU: 0	Total Pcs: 1232	Total Cmdty: 1	Total Wgt: 44437 lb
--------------------	------------------------	-----------------------	----------------------------

Stop 2 – Delivery

MID 972
50 Patriot Dr,
MIDDLETOWN, DE 19709-8769

Special Reqs:

Date/Time: 10/5/2024 05:00
Scheduling: Appointment
Loading Type: Live
Pallet Count: 0
Work: No Touch

BOL #: 489950583

Delivery Instructions:

Facility Notes:

Commodity Details													
Handling Unit		Pieces		Hazmat	Description	Dimensions	OD	Temp Control	Temp Setting	Pre-Cool To	Min° Temp	Max° Temp	Weight
Qty	Type	Qty	Type										
		1232		No	Palletized Batteries (Non-Hazardous) - 1	0 L x 0 W x 0 H ft	No	No					44,437 lb
Additional Details Load On: Pallet													
Total HU: 0				Total Pcs: 1232			Total Cmdty: 1			Total Wgt: 44437 lb			

Carrier Cost Date: 10/01/2024 14:40 CST				
Cost Type	Currency	Cost Per	Units	Total Cost
Flat Rate	USD	\$3,700.00	1	\$3,700.00
Total Cost				\$3,700.00

Freight and Payments Terms

All appointment times must be met. If driver is late, they may be refused or worked in without detention and any missed appointment fees or chargebacks from the Shipper or Consignee will be passed along to the carrier via reduction from the carrier invoice. If Shipper and Consignee addresses from the Bill of Lading do not match this tender, a Loadsmith representative must be contacted prior to departure from the shipper

Information for Carrier's Driver

- Loadsmith will not reimburse carrier for any Load or Unload payments without prior Loadsmith approval.
- Scale load at nearest scale to shipper prior to departure; weight in this order confirmation is an **ESTIMATION ONLY**, actual weight may vary up to 80,000 combined Tractor/Trailer GVWR.
- For any safety, accident, or cargo claim (OS&D) refusal please call 888-975-5623, 24 hours a day.
- All loads must remain sealed with all old and new seal numbers recorded on the Bill of Lading / Delivery Receipt.
- Driver must request accessorial approval at time of occurrence or payment will be denied.

Tracking

Driver must be **ACTIVELY TRACKING on MACROPOINT, TRUCKER TOOLS or PROJECT 44 two hours prior to arrival at the shipper, throughout the duration of the load and through delivery to the consignee.** If the driver does not track prior to arrival at the shipper and **CONTINUOUSLY** throughout the duration of the load through delivery to the final destination, a **\$100.00** fee for will be imposed via reduction from the carrier invoice.

Detention

To qualify for detention all appointment times must be met; you must be **ACTIVELY TRACKING on MACROPOINT, TRUCKER TOOLS or PROJECT 44 prior to arrival at the shipper, throughout the duration of the load and through delivery to the consignee.** To report detention please follow the process outlined below for all stops to receive payment:

- Report the detention event immediately to your Loadsmith Carrier Sales Representative via telephone or email.
- Submit a signed Bill of Lading, Proof of Delivery and/or Lumper receipt to verify arrival and departure dates and times to your Loadsmith Carrier Sales Representative and detention@loadsmith.com within 24 hours of delivery.

Your Loadsmith Carrier Sales Representative will then verify the times on the documentation provided against the tracking data. If the times indicate detention has been earned, an updated Loadsmith rate confirmation will be sent including detention charges as outlined in Appendix A of this agreement. You may then submit your invoice with updated rate confirmation for payment. Detention must be billed with original invoice and will only be paid if detention is reflected on the rate confirmation.

High Value Load Protocols

If the cargo value is in excess of \$100,000.00 USD, you will be notified on the rate confirmation of the cargo liability and by accepting the carrier will be liable for the full released value of the load up to \$250,000.00 USD, regardless of your cargo liability insurance exclusions and/or limits. Additionally, the driver must follow the High Value Load Protocols listed below:

- The pickup number will not be provided to the driver until they are tracking at the shipper.
- A local driver will not be used to pick up the load and relay with another OTR driver.
- The truck must be fully fueled at the time of arrival at shipper.
- The driver must have a physical copy of a United States commercial driver's license.
- The driver must drive a minimum of 200 miles away from shipper before stopping for any reason.
- The trailer will not be disconnected from the tractor at any time and the tractor / trailer will not be left unattended for any reason without prior written consent from Loadsmith.
- If carrier has a secured, guarded, well lit and surveillance camera equipped drop yard; use of such drop yard must be obtained prior to utilization through written consent from Loadsmith.

OS&D or Full / Partial Load Refusal

In the event a tendered load/shipment is not accepted for delivery by the consignee at the original destination, the tendered load/shipment may, at Loadsmith's direction be re-consigned to a new destination. In the event of such refusal, Carrier shall promptly notify Loadsmith at OSD@loadsmith.com of such refusal and await Loadsmith's instructions on any re-consignment, return to shipper, or other handling of such load/shipment. Carrier shall be solely responsible for inspection of cargo and cargo securement before signing the bill of lading and departing the shipper. Carrier shall be solely responsible for verifying that cargo is properly secured for transport. Carrier shall be solely responsible for any cargo disturbance of shift that occurs during transit and any cost associated with re-working, re-stacking, or re-delivering cargo in its original condition. Carrier shall be solely responsible, and shall promptly pay to Loadsmith, the full value of any cargo that is disposed of, abandoned, damaged, or lost due to Carrier's actions not in accordance with Loadsmith's written instructions. Carrier understands that its intentional or willful misconduct may not be covered by Carrier's insurance policies and that a lack of coverage shall not limit its obligations to Loadsmith.

Setoff

Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, Loadsmith may, without notice, set off or recoup any liability it owes to Carrier against any liability for which Loadsmith determines Carrier is liable to Loadsmith.

Carrier Payment

For Carrier to be paid, an invoice and all paperwork must be submitted with the Loadsmith order # present on each page:

1. Customer Signed Bill of Lading with arrival and departure times for applicable detention.
2. Lumper and/or Pallet Exchange Receipts.
3. All other load specific documentation.
4. Loadsmith Carrier confirmation.
5. Invoices must be emailed to: carrierinvoice@loadsmith.com

Rate Agreement

This agreement is entered into by Carrier and Loadsmith, Inc. The rates and charges contained in this agreement shall supersede all conflicting rate and charges in the tariff on file by Carrier and all prior letter agreements. This is confirmation of a rate contract between Carrier and Loadsmith. Carrier must notify of any accessorial at time of occurrence or payment will be denied.

QuickPay

QuickPay processing time will be 2 business days from receipt of Carrier Invoice and subsequent required paperwork with a fixed 1% processing fee deducted from each settlement.

Carrier Acceptance

Carrier's acceptance of this agreement or by taking possession of the shipment the Carrier agrees to all the terms and conditions outlined in this confirmation and the Loadsmith Broker Carrier transportation agreement. No changes or amendments to this confirmation will be binding unless Loadsmith approves such changes in writing prior to the Carrier taking possession of the shipment. In accordance with 49 CFR §392.9 and 49 CFR § 393.100 et al the Carrier and its drivers are solely responsible for verifying the contents, counts, conditions, loading, weight, proper weight distribution per axle, blocking, bracing and securement of each load for transportation. Carrier and its drivers are solely responsible for attaching a seal either provided by the Shipper or by the Carrier to each shipment and ensuring the seal is not tampered or broken during transit. Bills of Lading (BOL) must indicate the seal number and "Seal Intact" at the time shipment is delivered. Carrier acknowledges and agrees that Carrier is liable for the full value of the shipment or any part thereof due to loss or damage. Carrier shall notify Loadsmith immediately in the event any exception is listed on the BOL, the seal is broken due to regulatory inspection, delay in the transportation of the shipment or there is an incident or accident during transit.

Food Grade Notice

Federal, State and Local regulations govern food grade commodities. If the shipment container is damaged, breached, exposed to outside elements or the seal is broken during shipment; or if Carrier is not able to provide a downloadable temperature reporting indicating that the required temperatures were always maintained during transit, the customer may reject the entire shipment. If the customer denies the right of salvage or there is no right of salvage, the Carrier will remain fully liable for loss or damage to the shipment and no salvage will be allowed.

Shipments Traveling in/or Through California

Your company must be compliant with the regulations promulgated by the California Air Resources Board (CARB) regarding refrigerated equipment (TRU regulations), the truck and bus equipment regulations (engine and particulate matter filter requirements) and greenhouse gas regulations effective on January 1, 2013.

If your company is not able to timely comply with these regulations, you must inform Loadsmith immediately that you are not able to comply with them. By accepting this load tender, you represent and warrant that your company is compliant with these regulations and requirements.

FMCSA Regulations

Carriers and its drivers shall adhere to all applicable FMCSA regulations, including drivers' hours-of-service limits, the commercial driver's license (CDL) regulations and the prohibiting of coercion of commercial motor vehicle drivers (coercion rule). Carrier agrees that such regulations shall supersede any conflicting service instructions stated in this confirmation or any comments made by Loadsmith's employees. Loadsmith does not condone coercion of any driver to operate a commercial motor vehicle when the driver reports that they would not be able to drive safely due to illness, fatigue, equipment inspection, repair, and maintenance regulations or due to not having hours available under applicable regulations.

Carrier Assurances and Indemnifications

Carrier is an independent contractor and not an agent or employee of Loadsmith. Carrier agrees to obey all federal, state, and local laws and

regulations. Carrier acknowledges that Loadsmith does not exercise direction or control over the daily operations of the Carrier and that the Carrier can legally meet all the terms, conditions and times as enumerated herein. Carrier shall indemnify Loadsmith for any loss, damage, injury, liability, expense, costs, including reasonable attorney fees, fines, penalties, actions, and claims including but not limited to, claims for injuries to persons (including death), for damage to equipment, and for damage to third parties arising out of the Carrier's own negligence, wrongful act or omission, or failure to comply with the terms of this agreement.

Required Documents at Empty Call

Upon completion of unloading, all signed Bill of Lading pages, other Proof of Delivery documentation and any receipts (Lumper and/or Pallet Exchange) for pre-approved accessorials must be submitted with Loadsmith Order number on each page by emailing pod@loadsmith.com with the Loadsmith Order number in the subject line.

Standard Accessorials**Detention**

2 hours free time, \$45.00 per hour payable in 20-minute increments. Maximum charge of \$300.00 at which time detention converts to Layover. Applies to all loading and unloading stops as well as OS&D.

Layover

\$300.00 per 24-hour period including accrued detention time.

Lumper Load/Unload

Loadsmith must be notified of and authorize prior to load/unload work being performed. If a lumper is needed, carrier will pay the lumper vendor and request reimbursement by providing receipt of payment to accompany carrier's invoice to Loadsmith. If reimbursement via Comdata Check is requested a \$5.00 convenience fee for the check issuance will be applied.

Early Termination

On a multiple-stop order if the customer terminates the load prior to the next subsequent stop and the driver is free and clear from continuing on, the original rate will be renegotiated in good-faith by both Loadsmith and the Carrier.

Reconsignment/Redelivery

\$100.00 reconsignment/delivery fee plus \$2.15 a mile from point of destination to the newly designated delivery location.

Truck Ordered Not Used

\$150.00 per occurrence



Please sign and return to Loadsmith



INVOICE

BILL TO:

LOADSMITH
1875 LAWRENCE STREET SUITE 600
DENVER, CO 80202

INVOICE DATE: 10/05/2024**INVOICE #:** 1000064023**TERMS:** NET 30**DUE DATE:** 11/05/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
10/02/2024		822 Union Pacific Blvd, Laredo, TX 78045 - 50 Patriot Dr, Middletown, DE 19709-8769			
		Freight Income	1	\$3,700.00	\$3,700.00

TOTAL

\$3,700.00

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

STRAIGHT BILL OF LADING - SHORT FORM - ORIGINAL - NOT NEGOTIABLE
This form contains only the information necessary for the motor carrier to deliver, rate, and invoice the shipment described below.

Shipper: Ship Date 10/2/2024

Richer V
822 Union Pacific Blvd
Laredo, TX 78045 (956)-721-7070

Reference Number(s):
IDE12020(PU)

Consignee: Due Date 10/5/2024

MID 972
50 Patriot Dr
MIDDLETOWN, DE 19709-8769 (302)-696-2674

Reference Number(s):

Carrier: Loadsmith
Pro #: 4000064197
Load #: 48950583
Confirmation #: TMC37917684

All Freight Charges 3rd Party Bill To:

Claros c/o TMC
315 N Racine Avenue
Suite 501
CHICAGO, IL 60607

E24190438

All Freight Charges 3rd Party Bill To:

Agent or Cashier: Received: \$
(the signature here To apply in prepayment of the charges on
acknowledges only the amount the property described hereon.
prepaid)

Charges Advanced:

Cust Ref #	SKU/UPC	Item Ref #	Description	Class	UOM	Qty	Vol	Pallets	Weight (lbs)	Notes
IDE12020			DUPLICATE/STANDARD BLVD GREEN		PLT	1,232	14	14	44,437	

Special Instructions (Origin)
Special Instructions (Destination)

Comments: (980) 946-0653
The Shipper certifies that the above-named materials are properly classified, described, labeled, and packaged, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

Shipper Signature X	Date	10/02/2024	Trailer #	W95946
Consignee Signature X	Date		Seal #	441094
Driver Signature X	Date		Seal #	