

Sent at: 10/02/2024 09:11 CST



For Truckload, call to provide tracking updates:
+1 (866)868-5324

Contact your Werner Rep, Candy Quigley

Email: cquigley@werner.com

Phone: +13606866764 Ext. 2081011

After 5pm (CST):

Truckload: ph +1 (888) 243-2168

Intermodal/Drayage: email wernerimafterhours@werner.com

Power Only: ph +1 (402) 894-3891

Carrier Rate Confirmation

Route # 2000841939

Mode: Truck

Size: FTL

Route Type: OTR

Distance: 3020 Miles

of Stops: 2

Origin

Fairfield, CA 94533

Destination

Littleton, MA 01460

Date: 10/2/2024

Equipment: Van 53

Expected Min Temp:

Expected Max Temp:

Temp Setting:

Carrier: BRZ

DOT#: 3119062

SCAC#:

Contact: RADOSLAV KOVACEVIC

Phone: +17088525525

Email: dispatch@rtbrz.com

Total Rate: \$6,475.00 USD

Notes: ATTN CARRIER: PLEASE SEE TRAILER, TRACKING, AND COMMUNICATION STANDARDS. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT YOUR BOOKING REP IMMEDIATELY

DRIVER MUST SEND PHOTOS OF SEALED TRAILER SHOWING SEAL NUMBER MATCHING PAPERWORK BEFORE DEPARTING SHIPPER. TRAILER MUST BE SEALED BEFORE DEPARTURE

TRUCKER TOOLS TRACKING REQUIRED ON ALL REEDTMS LOADS. TRACKING MUST BE ACCEPTED AND ACTIVE AT LEAST 2 HOURS PRIOR TO ARRIVAL AT PU TO BE COMPLIANT. DRIVER MUST TRACK COSISTENTLY FROM TIME OF DISPATCH THROUGH COMPLETION OF UNLOADING

****Trailer Requirements****

DRY VAN ONLY

53' DRY VAN ONLY

NO REEFER/ROLLER DOORS!

FOOD GRADE

ORDOR FREE

NO HOLES ON THE ROOF/WALLS

TRAILER MUST BE FREE AND CLEAR OF ANY DEBRIS OR ITEMS.

DRIVER & CARRIER MUST SUBMIT ALL DETENTION/LAYOVER REQUESTS WITHIN 24 HOURS OF DELIVERY. CUSTOMER WILL NOT APPROVE IF SUBMITTED OUTSIDE THAT WINDOW

Route Refs:

Vendor Refs:

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 +13606866764 Ext. 2081011 for instructions.

Stop 1 – Pick Up	
<p>Amcor Pet Packaging 2425 S Watney Way, Fairfield, CA 94533</p> <p>Date/Time: 10/2/2024 00:01 - 23:59 Scheduling: Open Loading Type: Live Pallet Count: 0 Work: No Touch</p> <p>EDI #: 1.0 PO Number #: 4534478233</p>	<p>Special Reqs:</p>
<p>Pick Up Instructions: BOL# 89278667</p> <p>PO# 4534478233-000370</p> <p>Appointment not confirmed. Additional information will be given.</p>	
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										
		0		No	Plastic Bottles	0 L x 0 W x 0 H ft	No	No					7,010 lb
Additional Details Load On: Pallet													
Total HU: 0				Total Pcs: 0			Total Cmdty: 1			Total Wgt: 7010 lb			

Stop 2 – Delivery

PATRIOT BEVERAGE
20 Harvard Rd,
Littleton, MA 01460

Date/Time: 10/7/2024 06:00

Scheduling: Appointment

Loading Type: Live

Pallet Count: 0

Work: No Touch

Special Reqs:

EDI #: 1.0

PO Number #: 4534478233

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										
		0		No	Plastic Bottles	0 L x 0 W x 0 H ft	No	No					7,010 lb

Additional Details | Load On: Pallet

Total HU: 0	Total Pcs: 0	Total Cmdty: 1	Total Wgt: 7010 lb
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Carrier Cost Date: 10/02/2024 09:11 CST

Cost Type	Currency	Cost Per	Units	Total Cost
Flat Rate	USD	\$6,475.00	1	\$6,475.00
Total Cost				\$6,475.00

Carrier Rate Confirmation Terms & Conditions

These Rate Confirmation Terms & Conditions ("Rate Confirmation") supersede any other rate agreement currently in place between Werner Enterprises, Inc. ("Werner") and the contracted carrier ("Carrier").

Any additional charges, including detention, require a new rate confirmation for payment.

Rate Subject to change based on date of shipment

**Brokerage Special Instructions:

Brokerage Load Detention/Layover Instructions: Carrier must notify LogisticsDetention@werner.com 60 minutes after checking in at the facility, whether by appointment or FCFS if loading/unloading has not finished. Detention will be paid after 3 hours. Detention Paid @ a max of 8 hrs. Layover will be paid after the max detention hours have been reached.

TRACKING: All loads MUST be tracked via the provided tracking vendors. Carrier must accept tracking via ELD or cell app tracking. Fines may incur due to non-compliance with tracking requests.

CARRIER COMMUNICATION REQUIREMENTS: Carrier must contact Werner to confirm load by referencing the Werner Route # for the following: 1) To obtain load information and special instructions; 2) Report arrival and departure times at each location listed above if the truck is not tracking; 3) Unauthorized delayed service, failure to communicate delays, and missed appointments can result in penalties. Such penalties will be deducted from the original agreed rate above; 4) Report any overages, shortages, or damages discovered on this shipment; 5) Detention notification, and; 6) Daily check calls are required daily before 10:00 AM if the load is not tracking. *Non-communication penalties may be applied for any load on which the Carrier is not communicating to meet customer expectations.

**Intermodal Special Instructions:

Intermodal Detention Instructions: Carrier must notify Detention@werner.com 60 minutes after checking in at the facility, whether by appointment or FCFS if loading/unloading has not finished.

Intermodal/Drayage – Bill of Lading: After pickup, shipper paperwork must be sent to DrayBOL@werner.com or fax 855-616-7079. Send event times to ensure prompt waybill.

**PowerLink Special Instructions:

PowerLink Detention Instructions: Carrier must provide notification to Carrier representative 60 minutes after checking in at the facility, whether by appointment or FCFS if loading/unloading has not finished. Detention will be paid after 2 hours. Detention paid at a max of 6 hrs.

**All Division Instructions:

LUMPERS: Advance fees will apply to all advances provided by Werner. Lumper advances will incur a convenience fee per advance. Lumper fees must be reported immediately, and **receipts must be turned in within 48 hours** to receive an updated rate confirmation with lumper included. **ALL** loads that include a lumper fee must have an updated rate confirmation to include the lumper fee and lumper fee must be included on the Carrier invoice when billing. When Werner pays a lumper fee, the receipt will be confirmed and only a deduction of the convenience fee will apply. **ANY** Carrier-paid lumper charges will not be reimbursed without a receipt. Failure to report and/or submit a lumper receipt for any load will result in the lumper charge either not being compensated or the advance being deducted from Carrier's settlement.

FUEL AND OTHER ADVANCES: Advance fees will apply to all advances provided by Werner. Fuel advances require the completion of a Carrier Advance Authorization Form to qualify for fuel advances and are limited in amount. The amount of the advance, plus the fee, will be deducted from Carrier's final settlement. ****Please note that maximum fuel advances are only available between the hours of 08:00- 8:00 pm EST. Any advance requested after-hours will be subject to manager approval and may be denied until the following business day. Additional conditions and requirements may apply to after-hours requests. ****

QUICKPAY OPTION ONLY: For QuickPay, please email the completed paperwork to carrierimaging@werner.com.

STANDARD PAYMENT (NET 30): Do not send invoices by regular mail. Please submit invoices to carrierimaging@werner.com. To process payment without delay please reference the **Werner Route #** on the invoice and include a copy of the agreed-upon rate confirmation (must consist of all accessorial charges), a legible copy of the Signed Bill of Lading/Proof of Delivery and any receipts for accessorial charges incurred. Werner's standard payment terms are thirty (30) days from receipt of all required documents.

PERISHABLE/NON-PERISHABLE QUALITY ASSURANCE REQUIREMENTS AND STIPULATIONS: Overages, shortages, and any discrepancies must be communicated with a live person at Werner before physically leaving the location. Failure to comply with the previously referenced requirements can result in chargebacks from the buyer, which will be deducted from current, accrued, or future freight invoices from Carrier. Delayed service by Carrier (both negligent and/or unauthorized) can result in a reduction of freight charges owed to Carrier due to a decline in the market value of the product. Figures will be based on current USDA prices at the time of delivery and the buyer's ability to sell the product. If the product is late or damaged and

Carrier wishes to have the product placed on its behalf at a new consignee, the net return to Carrier will be based on a price-after-sale basis. Signing for the poor-conditioned product can result in a full claim to Carrier.

SEALS: When the shipper requires trailer seals, the seal MUST be applied with the seal number noted on the Bill of Lading before departure from the shipper. Seals MUST NOT be broken without written approval from Werner. FAILURE TO DELIVER TO THE DESIGNATED CONSIGNEE WITH THE PROPER SEAL INTACT WILL RESULT IN A CLAIM.

CARB/TRU COMPLIANCE: Carrier must be California Air Resource Board ("CARB") compliant when traveling to, from, or through California. Carrier or its agent certifies that any TRU equipment furnished will comply with the in-use requirements of California's TRU regulations. Carrier agrees to indemnify Werner and all other parties from any loss, damage, fine, or penalty resulting from Carrier's failure to comply with any CARB regulations or requirements, including but not limited to, TRU regulations.

TERMS & CONDITIONS: Please return signed rate confirmation to carrierimaging@werner.com. The rate stated above is inclusive of all accessorial charges and surcharges unless otherwise agreed to in writing by Werner. The Carrier is prohibited from subcontracting (double brokering) freight to any other Carrier. In the event Carrier double or re-brokers any shipment, Werner reserves the right to pay the delivering carrier and Carrier waives any right to receive payment for such shipment. Additionally, Carrier shall remain primarily liable as provided herein. Transferring a load to the rail or consolidating with any other freight, unless approved by Werner, could result in a reduction of linehaul or complete payment. The Carrier agrees to full and exclusive use of the trailer for any truckload. This confirmation assumes the Carrier agrees to accept full responsibility for all load specifics including, but not limited to, the rate, pick-up/delivery specifics, appointments, commodity specifications, shipment requirements, and the immediate communication of any/all accessorial charges incurred. Should there be any deviations from the above statement, the Carrier is required to notify Werner immediately of any changes. Any shipment tender is for the exclusive use of the trailer up to 80,000 pounds gross weight for the duration of the shipment.

By accepting this load, Carrier hereby represents and warrants that it has carefully analyzed the transit times required to meet the scheduled pickup, delivery dates, and time indicated above, and is capable of performing the services contemplated herein within the time limits requested and in full compliance with the Hours of Service regulations of the Department of Transportation as outlined in Title 49 of the Code of Federal Regulations, and all other applicable Federal, State, and local laws, rules, regulations, and ordinances. It is the responsibility of the Carrier to not accept any load tender with delivery and/or pick-up times and dates that would result in the Carrier violating any applicable laws or regulations. Routing instructions are for informational purposes only. Carrier agrees it will follow all DOT Hiring and Safety regulations.

This Rate Confirmation must be accepted by Carrier by signing and returning the Rate Confirmation to Werner. Under the Uniform Electronic Transactions Act, a reply email indicating acceptance is sufficient. Regardless, Carrier's act of picking up the load as described on the Rate confirmation will be deemed acceptance of these load and these terms.

Unless Werner and Carrier have entered into a written agreement signed by both parties, all services under this Rate Confirmation shall be governed by Werner's Standard Terms & Conditions for Brokered Carriers which is available at Werner.com.

Steve Tatum
Carrier Representative

10/02/2024
Date

Carrier Load Number

Sent at: 10/07/2024 17:09 CST



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Route # 2000841939

Mode: Truck

Size: FTL

Route Type: OTR

Distance: 3020 Miles

of Stops: 2

Origin

Fairfield, CA 94533

Destination

Littleton, MA 01460

Date: 10/2/2024

Equipment: Van 53

Expected Min Temp:

Expected Max Temp:

Temp Setting:

Carrier: BRZ

DOT#: 3119062

SCAC#:

Contact: RADOSLAV KOVACEVIC

Phone: +17088525525

Email: dispatch@rtbrz.com

Total Rate: \$6,725.00 USD

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Commodity Details													
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Qty	Type	Qty	Type										
		0		No	Plastic Bottles	0 L x 0 W x 0 H ft	No	No					7,010 lb
Additional Details Load On: Pallet													
Total HU: 0				Total Pcs: 0			Total Cmdty: 1			Total Wgt: 7010 lb			

Stop 2 – Delivery

PATRIOT BEVERAGE
20 Harvard Rd,
Littleton, MA 01460

Date/Time: 10/7/2024 06:00

Scheduling: Appointment

Loading Type: Live

Pallet Count: 0

Work: No Touch

Special Reqs:

EDI #: 1.0

PO Number #: 4534478233

Delivery Instructions:

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Commodity Details

Handling Unit		Pieces		Hazmat	Description	Dimensions	OD	Temp Control	Temp Setting	Pre-Cool To	Min° Temp	Max° Temp	Weight
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Additional Details | Load On: Pallet

Total HU: 0		Total Pcs: 0		Total Cmdty: 1		Total Wgt: 7010 lb	
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Carrier Cost Date: 10/07/2024 17:09 CST

Cost Type	Currency	Cost Per	Units	Total Cost
Flat Rate	USD	\$6,475.00	1	\$6,475.00
Layover	USD	\$250.00	1	\$250.00
Total Cost				\$6,725.00

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TERMS & CONDITIONS: Please return signed rate confirmation to carrierimaging@werner.com. The rate stated above is inclusive of all accessorial charges and surcharges unless otherwise agreed to in writing by Werner. The Carrier is prohibited from subcontracting (double brokering) freight to any other Carrier. In the event Carrier double or re-brokers any shipment, Werner reserves the right to pay the delivering carrier and Carrier waives any right to receive payment for such shipment. Additionally, Carrier shall remain primarily liable as provided herein. Transferring a load to the rail or consolidating with any other freight, unless approved by Werner, could result in a reduction of linehaul or complete payment. The Carrier agrees to full and exclusive use of the trailer for any truckload. This confirmation assumes the Carrier agrees to accept full responsibility for all load specifics including, but not limited to, the rate, pick-up/delivery specifics, appointments, commodity specifications, shipment requirements, and the immediate communication of any/all accessorial charges incurred. Should there be any deviations from the above statement, the Carrier is required to notify Werner immediately of any changes. Any shipment tender is for the exclusive use of the trailer up to 80,000 pounds gross weight for the duration of the shipment.

By accepting this load, Carrier hereby represents and warrants that it has carefully analyzed the transit times required to meet the scheduled pickup, delivery dates, and time indicated above, and is capable of performing the services contemplated herein within the time limits requested and in full compliance with the Hours of Service regulations of the Department of Transportation as outlined in Title 49 of the Code of Federal Regulations, and all other applicable Federal, State, and local laws, rules, regulations, and ordinances. It is the responsibility of the Carrier to not accept any load tender with delivery and/or pick-up times and dates that would result in the Carrier violating any applicable laws or regulations. Routing instructions are for informational purposes only. Carrier agrees it will follow all DOT Hiring and Safety regulations.

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Unless Werner and Carrier have entered into a written agreement signed by both parties, all services under this Rate Confirmation shall be governed by Werner's Standard Terms & Conditions for Brokered Carriers which is available at Werner.com.

Carrier Representative	Date	Carrier Load Number
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INVOICE

BILL TO:
WERNER ENTERPRISES INC
14507 FRONTIER ROAD
OMAHA, NE 68138

INVOICE DATE: 10/08/2024
INVOICE #: 2000841939
TERMS: NET 30
DUE DATE: 11/08/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
10/02/2024		Amcor Pet Packaging, 2425 S Watney Way, Fairfield, CA 94533 - Patriot Beverage, 20 Harvard Rd, Littleton, MA 01460			
		Freight Income	1	\$6,475.00	\$6,475.00
		Layover	1	\$250.00	\$250.00

TOTAL

\$6,725.00

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 No: 89278667
SHIP DATE: 10/02/24 1104
PRINTED: 10/02/24 1104

FROM: TEL. 707-399-6500

Shipper: **AMCOR RIGID PACKAGING USA, LLC**
2425 S. WATNEY WAY
FAIRFIELD, CA 94533

CUST ORD No: 4534478233/000370

CUSTOMER No: 5805347

DELIVERY DATE: 10/07/24

DELIVERY TIME: 6:00

CARRIER NAME: CUSTOMER PICK UP

TRAILER 22718

SEAL №: 0135617

[illegible]

CUSTOMER REL No: 4534478233

89278667

ARRIVAL AMCOR:	DATE	TIME	TOTAL PALLETS
LOAD AMCOR: (L)	10/02/24	10:45	*CERTIFICATE OF COMPLIANCE*
DEPARTURE AMCOR:			
SCHEDULED DELIVERY: (SD)	10/07/24	06:00	
ACTUAL DELIVERY:			

ALL PRODUCTS ARE MANUFACTURED TO SPECIFICATION USING FDA APPROVED MATERIALS
DRIVER MUST CALL AMCOR IF UNABLE TO MAKE DELIVERY TIME.

Note - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of this property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, 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.

TOTAL CHARGES \$

FREIGHT CHARGES

PER

AMCOR RIGID PACKAGING USA, LLC

(Signature of consignor)

CHECK APPROPRIATE BOX:

☐ FREIGHT PREPAID ☒ COLLECT

Received subject to the classifications and price schedules in effect on the date of 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 word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under 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 any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be to all 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 bill of 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.

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

SHIPPER: AMCOR RIGID PACKAGING USA, LLC

CARRIER: ~~CUSTOMER PICK UP~~

PER: SIAPNOA

PER:

DATE _____

PER: Shirley
I acknowledge receipt of the trailer seal, have confirmed it matches the seal number referenced on the BOL and will properly seal the load with the correct seal
Page 1 of 2