Sent at: 10/14/2024 09:56 CST



For Truckload, call to provide tracking updates:

+1 (866)868-5324

Contact your Werner Rep, Alisha Pelham

Email: Alisha.Pelham@werner.com

Phone: +19725811523 **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 # 2000872145

Mode: Truck Size: FTL

Route Type: OTR Distance: 1185 Miles

of Stops: 2

Origin

La Porte, TX 77571

Destination

Findlay, OH 45840

Date: 10/14/2024
Equipment: Van 53
Expected Min Temp:
Expected Max Temp:

Temp Setting:

Carrier: ZIGI FREIGHT INC

DOT#: 2828543 SCAC#: ZFIH Contact: N/A

Phone:

Email: marisa@royal3inc.com

Total Rate: \$2,149.00 USD

Notes:

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 +19725811523 for instructions.

Stop 1 — Pick Up		
Frontier Logistics 1806 S 16th St,	Special Reqs:	
Zts 41,		
La Porte, TX 77571		

Date/Time: 10/14/2024 08:00 - 15:00

Scheduling: Open Loading Type: Live Pallet Count: 0 Work: No Touch

Pick Up Instructions:

Appointment not confirmed. Additional information will be given.

Facility Notes:

Com	Commodity Details													
Handli	ing Unit	t Pieces	Hazmat	Description	Dimensions	OD	Temp	Temp	Pre-		Min°	Max°	Weight	
Qty	Туре	Qty	Туре					Control	Setting	То		Temp	Temp	
				No	plastic resin	0 L x 0 W x 0 H ft	No	No						44,310 lb
Total I	Total HU: 0 Total Pcs: 0			Total Cmdty: 1				Total Wgt: 44310 lb						

Stop 2 — Delivery

The Shelly Company-Findlay

1700 Fostoria Ave, Findlay, OH 45840

Date/Time: 10/16/2024 07:30 - 16:00

Scheduling: Open Loading Type: Live Pallet Count: 0 Work: No Touch Special Reqs:

Delivery Instructions:

Appointment not confirmed. Additional information will be given.

Facility Notes:

Commodity Details Handling Unit Pieces Pre-Temp Temp Min° Max° Hazmat Description **Dimensions** OD Weight Cool Control Setting Temp Temp То Qty Type Qty Type 0Lx0WxNo plastic resin No No 44,310 lb 0 H ft Total HU: 0 Total Pcs: 0 Total Cmdty: 1 Total Wgt: 44310 lb

Carrier Cost Date: 10/14/2024 09:56 CST										
Cost Type	Currency	Cost Per	Units	Total Cost						
Flat Rate	USD	\$2,149.00	1	\$2,149.00						
Total Cost				\$2,149.00						

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:

<u>LUMPERS:</u> 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 <u>receipts must be turned in within 48 hours</u> to receive an updated rate confirmation with lumper included. <u>ALL</u> 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. <u>ANY</u> 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

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<u>SEALS:</u> 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.

<u>CARB/TRU COMPLIANCE:</u> 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 <a href="mailto:carrier:

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 agreeme	ent signed by both par	rties, all services under	this Rate Confirmation shall be
governed by Werner's St	andard Terms & Condi	tions for Brokered Ca	rriers which is available	at Werner.com.

Marisa S.		
Carrier Representative	Date	Carrier Load Number

Sent at: 10/15/2024 08:36 CST



For Truckload, call to provide tracking updates:

+1 (866)868-5324

Contact your Werner Rep, Alisha Pelham

Email: Alisha.Pelham@werner.com

Phone: +19725811523 After 5pm (CST):

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of Stops: 2

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Destination

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Date: 10/14/2024 Equipment: Van 53 Expected Min Temp: Expected Max Temp:

Temp Setting:

Carrier: ZIGI FREIGHT INC

DOT#: 2828543 SCAC#: ZFIH Contact: N/A

Phone:

Email: marisa@royal3inc.com

Total Rate: \$2,175.25 USD

Notes:

Route Refs:

Vendor Refs:

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Frontier Logistics 1806 S 16th St,	Special Reqs:	
Zts 41,		
La Porte, TX 77571		

Date/Time: 10/14/2024 08:00 - 15:00

Scheduling: Open Loading Type: Live Pallet Count: 0 Work: No Touch

Shipper Reference #: 81240507

PO Number #: 4437-IND

Pick Up Instructions:

Appointment not confirmed. Additional information will be given.

Facility Notes:

Comi	Commodity Details													
Handli	ng Unit	g Unit Pieces		Hazmat	Description	Dimensions	OD	Temp	Temp	Pre-		Min°	Max°	Weight
Qty	Туре	Qty	Туре					Control	Setting	То	1	Temp	Temp	
				No	plastic resin	0Lx0Wx 0Hft	No	No						44,310 lb
Total HU: 0		Total Pc	al Pcs: 0		Total Cmdty: 1				Total Wgt: 44310 lb					

Stop 2 — Delivery The Shelly Company-Findlay 1700 Fostoria Ave, Findlay, OH 45840 Date/Time: 10/16/2024 07:30 - 16:00 Scheduling: Open Loading Type: Live Pallet Count: 0 Work: No Touch PO Number #: 4437-IND Delivery Instructions: Appointment not confirmed. Additional information will be given. Facility Notes:

Com	Commodity Details												
Handling Unit Pieces Hazm			Hazmat	Description D	Dimensions	OD	Temp	Temp	Pre- Cool	Min°	Max°	Weight	
Qty	Туре	Qty	Туре					Control	Setting	То	Temp	Temp	

Total HU: 0	Total Pcs: 0		Total Cm	dty: 1	Tot	al Wgt: 44	!310 lb	
	No plastic resi	0 L x 0 W x 0 H ft	No	No				44,310 lb

Carrier Cost Date: 10/15/2024 08:36 CST										
Cost Type	Currency	Cost Per	Units	Total Cost						
Flat Rate	USD	\$2,149.00	1	\$2,149.00						
Detention Loading	USD	\$26.25	1	\$26.25						
Total Cost	\$2,175.25									

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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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governed by Werner's Standard Term	s & Conditions for Brokered Carriers which	is available at Werner.com.
•		
Oswier Bennesentative	Data	Osurian Land Namehon
Carrier Representative	Date	Carrier Load Number



INVOICE

BILL TO: WERNER ENTERPRISES INC 14507 FRONTIER ROAD OMAHA, NE 68138 INVOICE DATE: 10/16/2024 INVOICE #: R61231 TERMS: NET 30 DUE DATE: 11/16/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
10/14/2024		1806 S 16th St, Zts 41, La Porte, TX 77571 - 1700 Fostoria Ave, Findlay, OH 45840			
		Freight Income	1	\$2,149.00	\$2,149.00
		Detention	1	\$26.25	\$26.00

TOTAL	
\$2,175.00	

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 - OR DELIVERY RECEIPT - ORIGINAL - NOT NEGOTIABLE for filing or record.

FOR WHEN THIS INSTRUMENT CONSTITUTES A BILL OF LADING, the Carrier, on siping date shown below, has received, subject to the classifications and tariffs in effect on such date, the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the 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 of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

PRODUCT DELIVERY RECEIPT

NOTE: THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAIN INDEMNITY AND LIMITATION ON LIABILITY PROVISIONS. (This instrument is not a bill of lading when the property described below is moved in a vehicle (other than that of a common carrier) furnished and/or operated by the shipper or owner of the property, but is merely a receipt for said property on behalf of shipper or owner.)

ORIGIN NAME ORG Code | CUSTOMER CODE SHIPPING DATE CUSTOMER ORDER NUMBER SHIPPER'S ORDER NO La Porte TX **UAFX** 10/14/2024 81240507 4437-IND

SHIP TO

BILL

TO

G

Customer: 20086648 FINDLAY MACHINE & TOOL LLC 1700 Fostoria Ave

Findlay OH 45840-6240

Customer: 10053251

FINDLAY MACHINE & TOOL LLC 2000 Industrial Dr

Findlay OH 45840-5443

FREIGHT CHARGES TO BE:

PREPAID

C.O.D. CHARGE TO BE PAID BY

RECEIVED \$ To apply in prepayment of the charges on the property described

AGENT OR CASHIER

(The Signature here acknowledges only the amount prepaid). 140GT 2024 PM 2:28

Mode of Transport: Truck Load

CAR/VEHICLE NO. SEAL NO

WVAS WERNER VALUE ADDED SERVICES

PAGE 1 of 1

SEAL# 102509

RETURN ROUTE INSTRUCTIONS:

ROUTING

GROSS WT	TARE WT	NET WT	BAG/BOX/PALLET WT	SHIPPING WT	WEIGHED BY
		42000.00 LB	0.00 LB	42000.00 LB	

Item

Material

Description

Batch

Net Weight

Pkgs

000010

1125139

MARLEX 9118 POLYETHYLENE in Box

DRC811150 DRJ812270

4500.00 LB 37500.00 LB

Delivery hours: 7:30a - 4pm FCFS

Delivery contact: Dave Westall - 419.721.8805

dwestall@fmtinc.com

del date 10/16

customer is 24/7 will accept anytime

SEND FREIGHT BILL TO:

CHEVRON PHILLIPS CHEMICAL CO. LP

FREIGHT PAYABLES DEPARTMENT

P.O. BOX 4900

THE WOODLANDS, TX 77387

M: 2:30 17 OUT: 312742

THE DESCRIPTION AND WEIGHT INDICATED ON THE BILL OF LADING ARE CORRECT

FOR CHEMICAL EMERGENCY: SPILL, LEAK, FIRE, EXPOSURE, OR ACCIDENT, CALL CHEMTREC CCN #4708 (DAY OR NIGHT) +1-800-424-9300 IN THE UNITED STATES, +1-703-527-3887 (COLLECT) OUTSIDE THE U.S.

If required by 49 C.F.R. §172.204 - THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

CARRIER HEREBY CERTIFIES THAT THE CARGO TANK USED FOR THIS SHIPMENT IS A PROPER CONTAINER FOR THE COMMODITY LOADED THEREIN AND COMPLIES WITH DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

TRANSPORTATION CO.

TRANSPORTATION

SUBJECT TO SECTION 7 OF CONDITIONS OF APPLICABLE BILL OF LADING, IF THE 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. SIGNATURE OF CONSIGNOR:

Shipper of Delivering Party: CHEVRON PHILLIPS CHEMICAL CO. LP PO BOX 4916 THE WOODLANDS, TX 77387 PER: RICHARD NORL JR. PERMANENT POST OFFICE ADDRESS OF SHIPPER

PER

CARRIER