



Phalanx Logistics Solutions

18636 Detroit Ave., 2nd Fl

Lakewood, OH 44107

(216) 521-5642 (216) 521-5643

Page 1

Load Confirmation

0116106

|                 |                  |                 |                |
|-----------------|------------------|-----------------|----------------|
| <b>Carrier:</b> | BRZ              | <b>Contact:</b> | Shawn          |
|                 | Burbank IL 60459 | <b>Phone:</b>   | (708) 852-5536 |
| <b>Date:</b>    | 10/18/2024       | <b>Fax:</b>     |                |

|              |                   |         |                   |             |
|--------------|-------------------|---------|-------------------|-------------|
| <b>Order</b> | <b>Order:</b>     | 0116106 | <b>Commodity:</b> | PAINT TRAYS |
|              | <b>Miles:</b>     | 615.0   | <b>Weight:</b>    | 16000.0     |
|              | <b>Temp:</b>      |         | <b>Trailer:</b>   | Van (DAT)   |
|              | <b>BOL:</b>       |         | <b>Reference:</b> | REMER 10/18 |
|              | <b>Load Type:</b> | FTL     | <b>Cases/Pcs:</b> | 26          |

|             |                 |                        |                     |                             |
|-------------|-----------------|------------------------|---------------------|-----------------------------|
| <b>PU 1</b> | <b>Name:</b>    | MIDSTATE PLASTICS CORP | <b>Date:</b>        | 10/18/2024 08:00AM          |
|             | <b>Address:</b> | 6 SPRUCE ST NW         |                     | 10/18/2024 02:30PM          |
|             |                 | REMER, MN 56672        | <b>Contact:</b>     | main                        |
|             | <b>Phone:</b>   | (218) 566-2663         | <b>Driver Load:</b> | No driver loading or unload |
|             |                 |                        | <b>Cases/Pcs:</b>   |                             |

|             |                 |                    |                     |                             |
|-------------|-----------------|--------------------|---------------------|-----------------------------|
| <b>SO 2</b> | <b>Name:</b>    | LINZER PRODUCTS    | <b>Date:</b>        | 10/21/2024 08:00AM          |
|             | <b>Address:</b> | 1325 HARVARD DR    |                     | 10/21/2024 12:00PM          |
|             |                 | KANKAKEE, IL 60901 | <b>Contact:</b>     | Shipping                    |
|             | <b>Phone:</b>   | (888) 332-7874     | <b>Driver Load:</b> | No driver loading or unload |
|             |                 |                    | <b>Cases/Pcs:</b>   |                             |

|                |                             |            |
|----------------|-----------------------------|------------|
| <b>Payment</b> | <b>Carrier Freight Pay:</b> | \$1,400.00 |
|                | <b>Total Carrier Pay:</b>   | \$1,400.00 |

Carrier Instructions and Requirements:

Special instructions:

Please Sign: *Shawn Popovic*

(X) Accept

( ) Decline

Attention: Jack Gibbons  
(216) 521-5642



**Acceptance and Acknowledgment:** Your acceptance of this load confirms your understanding and agreement to the terms herein. Carrier acknowledges and agrees to transport the load in accordance with the terms and conditions of its Broker-Carrier Agreement with Phalanx Logistics Solutions LLC ("Phalanx") and this Load Confirmation. Phalanx tenders this load as a broker, and the carrier accepts this load as of the date specified in the load confirmation. Carrier agrees to perform transport services for Phalanx. Carrier understands that this contract is not a trip lease and acknowledges its status as an independent contractor with its own ICC operating authority. Carrier represents and warrants its agreement to the specified rate, which is deemed reasonable and compensatory. No shipments handled under these rates will subsequently be subject to claims for undercharges. All permits and taxes are the sole responsibility of the Carrier.

**\*\* \*\* CARRIER INSTRUCTIONS AND REQUIREMENTS \*\* \*\***: LOCATED UNDERNEATH THE STOP INFORMATION, THESE CUSTOMER OR LOCATION-SPECIFIC INSTRUCTIONS ARE IN ADDITION TO, OR IN SOME CASES OVERRIDE, THE STANDARD TERMS LISTED BELOW. **CARRIER MUST COMPLY WITH ALL INSTRUCTIONS OUTLINED.** FAILURE TO COMPLY MAY RESULT IN A REDUCTION OF CARRIER PAY OR NON-PAYMENT OF CHARGES.

**Haul as Tendered:** Carrier agrees to haul shipment as tendered, with the Trailer type and by the Load type specified on this Load Confirmation. Loads booked as dedicated full truckloads are not to be cross docked or consolidated under any circumstances. Failure to comply may result in a rate reduction.

**Double Brokering:** Only the Carrier identified herein is authorized to transport this shipment under this Load Confirmation. Phalanx reserves the right to nullify this contract if double brokering occurs. Carrier waives all rights to payment from the shipper and/or consignee if double brokering occurs. Carrier pay may be withheld if this load is double brokered, moved by rail, or transported by any other modes without prior written notification to Phalanx. Carrier (including its factoring company) agrees to and authorizes reimbursement to Phalanx of the agreed rate if it is transported by any carrier other than the Carrier identified herein.

**Service Requirements:**

1. Carrier is expected to communicate ETAs, loading and unloading status, and any issues that may arise during transit at time of occurrence.
2. Service failures that impact scheduled pickup or delivery times will result in a \$250 rate reduction unless otherwise noted in the Carrier Instructions and Requirements.
3. SEALS – if a seal is used, seal number/s must be noted on the BOL before departure from the Shipper. Under no circumstances are seals to be compromised without prior written approval from Phalanx. Failure to deliver to the designated consignee with the original seal intact may result in Carrier liability for cargo loss or damage.

**Insurance Requirements:** Carrier confirms it possesses valid cargo insurance meeting the following minimum requirements: \$1,000,000 auto liability, \$1,000,000 general liability, \$100,000 cargo, and workers' compensation as required by law. Carrier's cargo insurance policy must not exclude any commodities or cargo carried on this booking. Carrier shall not transport this shipment using a vehicle or equipment that is not listed on the policies.

**Equipment Requirements:** All vehicles and equipment used for this shipment must be DOT and FMCSA-compliant and all FMCSA cargo securement rules followed. Securement equipment, including but not limited to tarps, chains, straps, etc., must be in good condition, free from defects that may cause damage or loss to cargo. Trailers must be clean, odor-free and free of holes.

**Accessorial Charges:** Any and all accessorial charges requested by Carrier must be communicated to Phalanx at the time of occurrence or they will not be paid. Supporting documentation must be submitted for reimbursement.

**Detention:** Detention will be paid after 2 hours of free time under the following provisions:

1. \$25 per hour unless otherwise noted.
2. Driver will not be eligible if arrival is past the scheduled appointment time or outside normal pickup and delivery hours.
3. In/out times must be marked on BOL/POD, acknowledged by shipper and/or consignee, and submitted with invoice.

**Lumpers/Unloading:** Carrier will be charged an \$8.00 service fee for Comcheck advances for lumper fees. Lumper receipts must be submitted with the invoice.

**Truck Order Not Used (TONU):** Standard TONU rate is \$150 unless otherwise noted.

**Invoice Submittal:** Send invoices and supporting documentation to [accounting@phalanxlogistics.com](mailto:accounting@phalanxlogistics.com)

- Phalanx load number must be referenced on invoice
- Standard payment terms are Net 30 days from receipt of invoice
- Payment will be made via physical check or ACH only. No QuickPay.



## INVOICE

**BILL TO:**

PHALANX LOGISTICS SOLUTIONS  
18636 DETROIT AVE  
LAKEWOOD, OH 44107

**INVOICE DATE:** 10/21/2024**INVOICE #:** B62008**TERMS:** NET 30**DUE DATE:** 11/21/2024

| DATE       | CUSTOMER REF# | ORIGIN - DESTINATION  | QUANTITY | RATE       | AMOUNT     |
|------------|---------------|---|----------|------------|------------|
| 10/18/2024 |               | 6 Spruce St NW, Remer, MN 56672 - 1325 Harvard Dr, Kankakee, IL 60901 |          |            |            |
|            |               | Freight Income  | 1        | \$1,400.00 | \$1,400.00 |

**TOTAL**

\$1,400.00

**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**

Date: 10/18/2024

BILL OF LADING - SHORT FORM - NOT NEGOTIABLE

Page 1 of 1

|   |  |   |  |
|---|--|---|--|
| SHIP FROM   |  | Bill of Lading Number:  |  |
| Midstate Plastics Corp<br>6 Spruce St NW<br>Remer, MN 56672               |  | 116101 / 27434  |  |
| SHIP TO:  |  | Carrier Name:   |  |
| Linzer Products<br>1325 Harvard Dr<br>Kankakee, IL 60901                  |  | PHALANX LOGISTICS   |  |
| SHIP TO:  |  | Pro Number:   |  |
| SEND FREIGHT BILL TO:   |  | Freight Charge Terms (Freight charges are prepaid unless marked otherwise):<br>Prepaid Collect <input checked="" type="checkbox"/> 3rd Party <input type="checkbox"/> |  |
| PHALANX LOGISTICS SOLUTIONS<br>18636 DETROIT AVENUE<br>LAKEWOOD, OH 44107 |  | • Master bill of lading with attached underlying bills of lading.   |  |

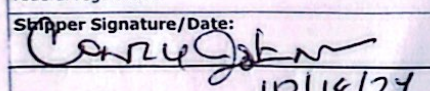
Special Instructions:

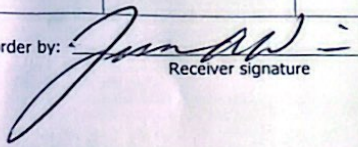
| CUSTOMER ORDER INFORMATION     |               |        |                          |   |
|--------------------------------|---------------|--------|--------------------------|---|
| Customer Order No./Description | # of Packages | Weight | Pallet/Slip (circle one) |   |
| Paint Products                 | 26            | 15496  | Y                        | N |
|                                |               |        | Y                        | N |
|                                |               |        | Y                        | N |
|                                |               |        | Y                        | N |
| Grand Total                    | 26            | 15496  |                          |   |

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_.

COD Amount: \$ \_\_\_\_\_  
Fee terms: Collect • Prepaid • Customer check acceptable •

**Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 USC § 14706(c)(1)(A) and (B).**

|   |  |  |  |
|---|--|--|--|
| Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications, and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. |  | The carrier shall not make delivery of this shipment without payment of charges and all other lawful fees.   |  |
| Shipper Signature/Date:<br><br>10/18/24   |  | Carrier Signature/Pickup Date:   |  |
| Trailer Loaded:<br><input type="checkbox"/> By shipper<br><input type="checkbox"/> By driver  |  | Freight Counted:<br><input type="checkbox"/> By shipper<br><input type="checkbox"/> By driver/pallets said to contain<br><input type="checkbox"/> By driver/pieces   |  |
| This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.  |  | Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted. |  |

Received in good order by:  Date: 10-21-24

Receiver signature