



BILL TO: COYOTE LOGISTICS LLC 2545 W. DIVERSEY AVENUE CHICAGO, IL 60647 INVOICE DATE: 11/20/2024 INVOICE #: R66157 TERMS: NET 30 DUE DATE: 12/20/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
11/19/2024		2550 KENSKILL AVE, Washington Court House, OH 43160 - 13076 RENFRO CIR, Omaha, NE 68137			
		Freight Income	1	\$1,600.00	\$1,600.00

TOTAL

\$1,600.00

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



# Rate Confirmation <sup>S</sup> Load 32405257

Send invoices to: CarrierInvoices@coyote.com 960 Northpoint Parkway Suite 150 Alpharetta, GA 30005

# 877-6COYOTE (877-626-9683)

Cust Requirements		Booked By	Get	CoyoteGO Today!	
Equipment Pre Cooled Temp	Van, 53' None	Jared Soderholm Jared.Soderholm@coyote.com	<ul><li>Dispatch</li><li>Send updates</li></ul>		ailable for An-
Load Temp Tarps	None Undefined	Phone: +1 (773) 365 6497 x2228	 <ul><li>Check in</li><li>Submit paperv</li></ul>	at	oid or iPhone, App Store or ogle Play
Value	\$100,000	Fax: +1 (773) 365 7804			

# Load Requirements

Tech Tracking Required Seal Contains Pork Trailer #s

## Equipment Requirements

Food Grade

# Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.** 

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

# **Route Directions**

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

# Signature Line

By signing below, ROYAL3 INC agrees to the terms and conditions set forth below and provided herewith, if any.



**Rate Confirmation** 

# Stop 1: Pick Up

Pick Up 5008361673; SO; Numbers 4524669507; 2100525723 Confirmation None Numbers Facility Wingate Packaging Address 2550 KENSKILL AVE Washington Court House, OH 43160 Contact Karen Phone +1 (740) 333 2600 x1272	Scheduled For Tue 11/19/2024 from 09:00 - 14:00 Driver Work No Touch SLIC N/A	****Con POD fo delivery liable fo OSD's occurre carrier. FAILUF APPT 1 FINE B Fresh M consen power o delay o	t Follow BOL for Temperature*** tracted carrier must provide or all stops within 30 days of y or the contracted carrier will be or a claim**** must be reported at the time of ence or a claim could result on RE TO REPORT DELAYS PRIOR TIME WILL RESULT IN \$400.00 Y CUSTOMER. Meat Shipments; ***Driver must t to releasing their trailer for only and or transloads should any ccur*** document all seals on POD
Stop 1 Requirements			
75% Tank Of Fuel At Shipper			
Commodity	Load On	Exp Wt	Pallets
Packaging	Pallets	44,000 Lbs	24

Confirmation None from 07:00 - 17:30	delivery or the contracted carrier will be
Facility Omaha Distribution Center Driver Work No Touch	liable for a claim**** POD REQUIRED FOR EACH PO# : OSD's must be reported at the time of occurrence or a claim could result.
Address 13076 RENFRO CIR SLIC Omaha, NE 68137 N/A	FAILURE TO REPORT DELAYS PRIOR APPT TIME WILL RESULT IN \$400.00
Contact john Phone +1 (402) 894 7561	FINE BY CUSTOMER. Fresh Meat Shipments; ***Driver must consent to releasing their trailer for power only and or transloads should any delay occur***

Commodity	Load On	Exp Wt	Pallets
Packaging	Pallets	44,000 Lbs	24

	Con	firmat	tion		Lo	oad 32405257
Charges				Contact		
<b>Description</b> Fuel Surcharge Flat Rate Total	Units 777.00 1.00	Per \$0.420 \$1,273.660 US	Amount \$326.34 \$1,273.66 D \$1,600.00	Send invoices to: 960 Northpoint Par Suite 150 Alpharetta, GA 300	-	Please contact Coyote at 877-626-9683 if the charges are incorrect.
Agreement						
Carrier ZIGI FREIO USDOT 2828543 Phone None Email robert.j@ro Fax None	oyal3inc.con		ns and condit	Rep Ja Title Sa Phone +1 Fax +1 Date 11	(773) 365 6 (773) 365 7 /18/2024 10:	lm 497 x2228 804 :53
Name and Title (Print)						Date

# PLEASE SIGN THIS AGREEMENT AND EMAIL TO Jared.Soderholm@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer



**Rate Confirmation** 

# **Terms and Conditions**

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and ROYAL3 INC is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Robert Jovanovic of ROYAL3 INC hereafter referred to as CARRIER, dated 11/18/2024.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

#### ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

## Operating Parameters Tyson

#### Carrier shall adhere to the following customer requirements:

Carriers shall comply with all safety, including any COVID-19 vaccination requirements, as well as all other applicable health, security, and environmental rules and regulations in force at any Shipper facilities and locations where products are tendered for transportation or delivered.

**Delay, Accidents**. Carrier agrees to notify Broker who will notify Shipper's Claims Department at the number listed on the bill of lading as soon as it becomes aware of any accident or other event that prevents its Carrier from making a timely or safe delivery

**Refused, Rejected or Undeliverable Shipments**. In the event any shipment is refused, rejected or is undeliverable for any reason, Carrier shall immediately notify Broker who will notify Shipper's Claims Department at the number listed on the bill of lading and require its Carriers to await disposition instructions from Shipper. Carriers shall have a duty to mitigate potential loss by keeping the Goods secured according to temperatures specified in the bill of lading. For any inbound shipments rejected by Shipper, either in part or in whole, the disposition of the rejected inbound shipment shall be the sole responsibility of Shipper. Carrier shall notify Broker who will notify Shipper's Claims Department at the number listed on the bill of lading promptly regarding any rejected shipments. Shipper disclaims any and all liability related to the rejected portion of the inbound shipment and its disposition.

**Damaged Shipments; Salvage**. In the event of damage to Goods bearing a Shipper's label, trademark or brand name, and Shipper determines that there is a reasonable likelihood of product liability claims, warranty problems, or potential injury to its trademark or brand name, Shipper shall have the right to decide whether salvage will be sought. In the event Shipper decides that salvage will not be allowed, then such Goods shall be destroyed, and Shipper will provide, upon request, a written statement confirming the destruction of such Goods.

**Shipper Load & Count, Sealed Trailers (TL)**. For all drops on all shipments, the driver is responsible for re-sealing the trailer at each customer stop in order to ensure that the count is correct and has not been altered or tampered with.

**California Air Resources Board (CARB) Regulations**. Carrier picking-up, delivering or transporting of Shipper's Goods within the State of California or into/out of California ports shall be in full compliance with all applicable regulations of the California Air Resources Board (CARB). Specifically, all heavy-duty tractors and trailers dispatched for California routes shall meet CARB Truck and Bus Regulation (Title 13, California Code of Regulations, Section 2025) requirements. Carrier shall annually register equipment in CARB Equipment Registration (ARBER) system and maintain compliance status. Additionally, all Carrier refrigerated equipment operated in California shall comply with CARB Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure in-use regulations. Carrier shall not handle any shipments within the State of California unless the Carrier is in compliance with applicable CARB requirements. Carrier shall provide current CARB compliance certificates upon request to Shipper. Carrier shall be liable for any violations, fines, or penalties imposed on Shipper due to Carrier's use of non-compliant equipment in California. Carrier further agrees to indemnify and hold harmless Shipper for any such liability, claims, fines, or civil penalties arising from its failure or its Carrier's failure to meet CARB requirements.

## Food and Food-Related Products

- (1) High Degree of Care. Carrier acknowledges that transportation of refrigerated and/or frozen foods and related products requires a high degree of care. Carrier agrees and warrants that it will observe and enforce the following procedures, including requiring their employees, agents, and representatives, to comply with the following requirements in addition to other sanitation and cleanliness standards of Shipper.
- (2) Laws and Regulations. Carrier's equipment shall at all times be clean, dry, odor free, pest free and insect free and that Carriers shall comply at all times with all applicable laws and regulations pertaining to transportation of food and food-related products, including, without limitation, the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301, et seq.), the

Sanitary Food Transportation Act of 2005 (Pub. L. 109-59, Section 7201, August 10, 2005) and 49 U.S.C. 5701, or any similar state or municipal laws or regulations, by reason of being loaded into Carriers' or other person's trailers or otherwise handled by Carriers or their employees, agents and representatives. Carrier shall also comply with the Food Safety Modernization Act (FSMA) requirements for transporting food, food-related products, animal food/feed, and food/feed ingredients. In order to be in compliance with the requirements under the FSMA, Tyson has implemented a Sanitary Transportation Outside Carrier Policy setting forth the specific obligations of the Carrier with respect to the FSMA.

- (3) Suitable Equipment. Carrier shall provide suitable equipment for the transportation of temperature-controlled, dry, liquid, bulk commodities, food and food-related products. For all products requiring temperature control, Carrier shall ensure that temperature control units are properly operating and maintained at all times, and that temperature settings are correct and in accordance with Shipper's requirements as set forth on the bill of lading. Carrier will immediately report to Broker who will report to Shipper's Claims Department at the number listed on the bill of lading promptly regarding any failure of its Carriers to maintain temperatures in accordance with Shipper's instructions.
- (4) Other Use of Trailers. Carrier agrees that no trailer that transports Shipper's Goods hereunder shall be used to transport refuse, garbage, trash, solid or liquid waste, or odiferous substances.
- (5) Shipper's Seals. On full truckload shipments that are loaded, counted, and sealed by Shipper, such seals shall not be removed without authorization of Shipper, except when required by customs or other governmental agencies for the purposes of inspection and with appropriate re-sealing.
- (6) Consumer Packages. Carrier agrees and acknowledges that damage to retail packaging of consumer Goods bearing Shipper's name or trademark may make the Goods unsaleable. Unless such damaged Goods can be made saleable (by cleaning, repackaging, etc.) at reasonable expense Shipper shall have the right to destroy or dispose of such Goods without any salvage.
- (7) Palletized shipments. Carrier agrees that palletized or shrink-wrapped shipments are not to be broken down without the express written consent of Shipper.
- (8) Transfer of Product. On truckload shipments, Carriers must inform Broker/Shipper and obtain its prior express approval if and when, for any reason whatever, it becomes necessary to transfer product from one trailer to another.
- (9) Inspection. Carrier shall comply with Shipper's requests to inspect any equipment offered for the transportation of Shipper's Goods. If requested by Shipper, cleaning of equipment shall be performed and paid for by the Carrier.
- (10) Indemnification. Carrier shall defend, hold harmless and indemnify Shipper for any loss, damage, claims, demands, or suits to the extent caused by or resulting from Carrier 's negligent acts or omissions or its failure to observe and/or enforce any of the duties and responsibilities set forth in this Section.

#### COMPLIANCE WITH LAWS

Carrier shall comply will all requirements of the Motor Carrier Act of 1980, which revised the Interstate Commerce Act, 49 U.S.C. § 10101, et seq., and all regulations implicated by the Services. Carrier expressly warrants that all goods or services supplied hereunder will have been produced in compliance with, and Carrier agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations. Carrier represents that it is and shall continue to be in full compliance with all Executive Orders, federal laws, rules and regulations, all as from time to time amended, relating to equal employment opportunity, and that the following laws, orders and regulations are hereby incorporated by reference: Equal Opportunity Clause prescribed by E.O. 11246, as amended (41 CFR Chapter 60); Minority Business Enterprises Clause requirements of E.O. 11625 (41 CFR Part 1); the Union Dues Clause prescribed by E.O. 13201 (29 CFR Part 470), the Lilly Ledbetter Fair Pay Act of 2009, and the Employee Notice Clause requirements prescribed by E.O. 13496 (29 CFR Part 471, Appendix A to Subpart A). Shipper and Carrier shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Shipper and Carrier

shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

## TYSON SUPPLIER CODE OF CONDUCT; ANTI-BRIBERY LAWS

Carrier warrants that it has read and that it will comply with the principles, expectations and requirements stated in the Tyson Supplier Code of Conduct found at: <u>supplier-code-of-conduct\_0.pdf (tysonfoods.com) (See below)</u>. In addition, neither Carrier nor any of its affiliates in the course of providing goods, materials or services to Shipper shall (i) use any funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to any political activity or to influence official action; (ii) make any direct or indirect unlawful payment to any foreign or domestic government official or employee (whether full- time or contract); (iii) make or receive any bribe, payoff, influence payment, kickback or other improper payment; or (iv) make any other similar type payments or gifts or give anything of value to any government official or employee that could be deemed a bribe or unlawful. Shipper shall have the right to request and audit all relevant records of Carrier to ensure compliance with the terms of this provision.

# **Claims Policy**

**A. Seal Record.** In order to diminish Carrier liability in the occurrence of a shortage, a continuous seal record must be maintained on all the stops of a load showing what seals were resealed on the trailer after each drop. Additionally, the receiver who broke the seal and witnessed the resealing needs to sign and stamp the delivery receipt.

The driver is responsible for verifying the count with the receiver at the time the unloading is completed on each drop. Carrier is responsible to obtain signed bills of lading for each sales order at each drop and verify trailer is empty at end of load. Carrier is responsible for providing signed bills of lading within ten (10) business days after delivery or upon request by Shipper on all OS&D occurrences.

Bills of Lading shall be retained by Carrier for seven (7) years.

If the Carrier does not maintain a continuous seal record on all stops and there is a shortage or negligence on Carrier's part, a transportation claim will be filed once it has been established that the entire product was loaded. Complete cooperation in this matter will allow Shipper to promptly investigate the discrepancy and minimize the losses for all concerned.

**B.** Discrepancy Notification Procedures. If any discrepancy occurs notification to the appropriate claims department must be made during and after business hours prior to leaving the customer or receiver location. (Examples include but not limited to the following: temperature issues, accidents involving shipment, refusal by customer of overages, shortages, or damage of product at customer, condition problems, or receiver refusing to witness breakage of seals).

The primary claims number on the bills of lading should be the first number called. Fresh Meats Shipments - <u>Boxed Meat</u> - Notify Fresh Meats Claims Department: 800-347-2493. All Other Transportation Claims – Notify Transportation Claims Department: 800-756-3461 Dry and Liquid bulk shipments email: <u>bulktrucking@tyson.com</u> or call 800-347-2493

When reporting an OS&D occurrence, Broker/Carrier must obtain a claim number from the claims representative to whom the occurrence is reported and record that number on the bill of lading for future reference and as evidence the occurrence was reported.

The Broker/Carrier must provide the following information when reporting an OS&D occurrence:

• Truck & Sales Order Number / Bill of Lading Number

- Trailer number
- Label Information [ Product Name, Code and Description, Weights, Counts, Dates, Establishment Number ]
- Drop Number / Location [ Customer Name, City, State ]

If an overage, shortage or damage OS&D of product is NOT called in at the time of delivery the resultant claim amount will be charged to the Carrier unless the corresponding claims department can determine that circumstances rendered immediate reporting impractical or Carrier was not aware of such OS&D. In such cases, the Broker/Carrier must report the occurrence as soon as circumstances allow.

In most cases, the actual claim amount, and whether or not the Carrier may be ultimately responsible, cannot be determined when an OS&D occurrence is initially reported. Once Shipper's inventory control and shipping facility have verified that the shipment was fully loaded onto the Carrier's equipment, Shipper's OS&D representative will conduct an investigation with assistance from Shipper's Claims Group. Shipper will endeavor to notify Broker/Carrier within thirty (30) days regarding the findings of its investigation and whether Shipper intends to pursue a formal claim related to the reported OS&D occurrence.

Regarding damages, Carrier must report the nature and extent of the damage, and whether product has been exposed or not. Broker/Carrier will then be instructed by a claims representative what to do with the damaged product. In the case of extensive damage, the representative will attempt to locate an alternative customer to purchase the damaged product. Failure to conform to this policy will result in Carrier being charged for full value of the damaged product.

**C. Donations.** If, as a result of an OS&D occurrence, Carrier is requested to donate product to a non-profit location, Carrier will be responsible for transportation and delivery expense necessary to affect the donation. A donation receipt must be submitted within 10 business days of delivery or upon request by Shipper. Failure to provide the resultant claim amount will be charged to Carrier. A donation receipt must include the following information to be considered a valid receipt:

- Name of the charitable establishment receiving the donation on the charitable establishment's letterhead if available.
- Full (Street and Mailing) address of the charity.
- Phone number of the charity.
- Tax ID number of the charitable establishment receiving the donation.
- Tyson Foods Inc. must be shown as the donor.
- Truck order number / bill of lading number.
- Product codes and number of cases donated (preferred), or pounds of the product received.
- The receipt should display the type of product (i.e. breast meat, thighs, wings etc.) that is being donated.
- The receipt must clearly display that it was given as a donation.
- Signature of the person receiving the donation for charity.

Donations recorded on the Carrier letterhead, invoice, and delivery receipts; plain paper or any document other than an original receipt from the charity as described above will not be accepted. Failure to provide a valid donation receipt within 10 business days of delivery the resultant claim amount will be charged to the Carrier.

Where a donation is allowed, brand name, private label product must be taken out of the outer casing and donated in the inner packaging. The label must be torn off and disposed of separately from the outer casing. Broker/Carrier will be advised by Shipper at time of OS&D occurrence of Private label products that cannot be donated. This product must be treated as a damaged and/or exposed product. The driver is required to dispose of the product. Case, label and product must be discarded in separate places.

**D. Disposal.** Determining that product is deemed for disposal is the sole responsibility of the Tyson Claims Department. Disposing of product without direction from Tyson Claims Department could result in Carrier being held responsible for any associated charges.

**E. Payment Procedures.** The Broker/Carrier will be notified of the deduction being taken listing the dollar amount being offset, claim number, reason for claim, check number and date of check in which the offset was applied. This offset shall constitute a resolution of the claim unless the Broker/Carrier provides substantive evidence documenting the need for a refund of the amount offset.

**F. Confidentiality.** To the extent a claim involves a shipment brokered to another party, Carrier will be required to have any such party execute Tyson's standard Non-Disclosure and Confidentiality Agreement prior to disclosing any information Tyson will provide to support this claim.

Prior to sharing claims-related investigation documents with their insurance company for settlement purposes, the Carrier shall secure and submit to Shipper an executed version of the Non-Disclosure Agreement for Insurance-Handled Claims from Carrier's current insurance company handling the claim.

- Accidents & Collisions Trucks involved in an accident while transporting Shipper's Goods must be reported immediately to Broker & the appropriate Transportation and ClaimsDepartment.
- **Refrigeration Equipment Failure (hot loads)** As soon as this condition has been identified, immediately report this information to Broker who will report to the appropriate ClaimsDepartment.
- **Delivery Refusal / Rejection** Any time a consignee refuses or rejects any portion of a delivery immediately report this information to Broker & the appropriate ClaimsDepartment.
- Late Delivery If, for any reason, Carrier becomes aware of a situation that may prevent delivery at the scheduled appointment time, Carrier must immediately notify Broker who will notify the Transportation Department responsible for the assigned shipment.
- **Confirming Deliveries** (Late deliveries will occasionally occur and create problems; however, bad information creates a much larger problem which is why it is critical this information be timely and accurate.) It is imperative that, before confirmation of the scheduled delivery appointment, the customer has been contacted to verify that the driver made their appointment on or prior to the appointment date and time. Shipper feels that a load confirmed in, but not delivered, is total negligence on the Carrier's part and will not be tolerated.

#### **Customer Unloading Allowance**

Shipper maintains unloading agreements with certain receiving locations to unload their own shipments, and therefore receivers with this arrangement will not charge the carrier for unloading. Certain other locations may not charge unloading in accordance with their own business practices.

Where all Shipper's Goods on Carrier's shipment are unloaded without any unloading being charged, no unloading will be paid to Carrier by Shipper. All of Shipper's Facilities or facilities used by Shipper are exempt from unloading.

Information as to whether or not unloading will be applicable on a shipment will be communicated to the Carrier in the shipment tender sent by Shipper.

Under all unloading circumstances, Carrier retains all claims responsibilities including:

- Seal verification and continuous seal records.
- Box count according to the bills of lading and product verification at every destination specified by the Shipper.

- Temperature problems and any overages, shortages, or damages of product.
- Compliance with Tyson's Food Safety and Quality Assurance Policy.

For unloading charges to be eligible for reimbursement, a submission of documentation (a copy of the charges) must be provided to Broker no later than 10 business days from delivery.

• Unloading does not apply to bulk commodities.

#### **Specialized Services**

Trailers must arrive at each loading facility in good working condition, washed out and have a full tank of fuel.

- Trailer repair will only be performed on loaded equipment in an emergency situation.
- Fuel will be added to a loaded trailer if it has not been picked up in a timely manner and is in jeopardy of running out.
- If available, the shipping facilities will washout a trailer if the trailer does not pass a pre-load inspection.

All of the aforementioned services will have charges associated with them which will be deducted from the Carrier's freight invoice.



#### **Sanitary Transportation Outside Carrier Policy**

#### **1.0 POLICY PURPOSE**

- 1.1 To establish requirements for the safe and sanitary transportation of human and animal food in the United States by all third-party motor carriers (each, a "Carrier," or collectively, "Carriers") furnishing transportation to Tyson Sales and Distribution, Inc. and/or its subsidiaries (collectively, "Tyson").
- 1.2 To ensure Carriers adopt practices that comply with any and all laws and regulations relating to the safe transportation of human and animal food, including without limitation regulations issued by the U.S. Food and Drug Administration ("FDA") regarding the Sanitary Transportation of Human and Animal Food set forth in Title 21, part 1, subpart O of the Code of Federal Regulations (the "FSMA Sanitary Transport Rule"), other regulations promulgated by the FDA and/or the U.S. Department of Agriculture ("USDA"), and the Tyson policies set forth herein.

#### 2.0 APPLICATION

- 2.1 By agreeing to the terms of this policy, Carrier expressly acknowledges and agrees it shall comply with all of the requirements stated in this documetn. Carrier shall expressly acknowledge and accept certain obligations as a carrier to ensure the safety of Tyson's food products during any and all transportation operations performed for Tyson. Carrier shall agree to comply with the requirements of this policy and with all laws and regulations applicable to its transportation operations.
- 2.2 Carrier shall agree that this policy applies to all vehicles and transportation equipment furnished to Tyson and operated by Carrier for the transportation of human and animal food. To the extent that Carrier lawfully arranges for the transportation of Tyson food products by another Carrier or rail carrier, Carrier shall accept and acknowledge its status as a shipper under the FSMA Sanitary Transport Rule and agree to comply with all laws and regulations applicable to that role, including

without limitation by ensuring that all transportation of Tyson food products is conducted in accordance with this policy and the FSMA Sanitary Transport Rule.

- 2.3 Carrier shall agree that this policy applies to all transportation operations performed by Carrier in furnishing motor carrier services to Tyson, and to all employees, representatives, agents, and contractors engaged in transportation operations on behalf of Carrier.
- 2.4 Unless expressly stated herein, nothing in this policy relieves Carrier of any obligation imposed by law or contract, and under no circumstances shall this policy be construed as reassigning to Tyson any legal obligations of Carrier under the FSMA Sanitary Transport Rule.

## **3.0 DEFINITIONS**

3.1 Unless otherwise indicated, the definitions set forth in the FSMA Sanitary Transport Rule at 21 C.F.R. § 1.904 are incorporated by reference into this policy.

#### 4.0 CARRIERS' VEHICLE AND TRANSPORTATION EQUIPMENT

- 4.1 Carrier must ensure that vehicles and transportation equipment meet all of Tyson's specifications and are otherwise appropriate to prevent food from becoming unsafe during transportation operations. Carriers are responsible for inspecting all vehicles and transportation equipment prior to arrival at any Tyson facility, and all vehicles and transportation equipment shall be subject to inspection by representatives of Tyson, the FDA and/or the USDA Food Safety Inspection Service (FSIS). At its sole discretion, Tyson may determine that any vehicle or transportation equipment fails to meet the standards of this policy. Trailers deemed unacceptable by Tyson, FDA, and/or USDA will be rejected and must be repaired, washed and re-inspected prior to being furnished for loading at any Tyson facility.
- 4.2 Vehicles and transportation equipment must be so designed and of such material and workmanship as to be suitable and adequately cleanable for their intended use to prevent the transported food from becoming unsafe or adulterated. Vehicles and transportation equipment must also be designed of suitable materials to permit inspection. Vehicles and transportation equipment must be maintained in such a sanitary condition for their intended use to prevent the transported food from becoming unsafe or adulterated during transportation operations.
  - 4.2.1 Insulation throughout the walls, ceilings, doors, and floors must be intact and in good repair. Walls must be free of cracks and holes.
  - 4.2.2 Trailer doors must be in good condition and seal tightly when closed.
  - 4.2.3 Trailer floor grooves and drains must be clear of obstacles, clean, and odor free to ensure proper air flow out of the refrigeration unit, around the load, and back to the refrigeration unit.
  - 4.2.4 Trailers must be clean and free of any evidence of insects, pests, mold, cleaning material residues, allergens and extraneous materials, including without limitation metals, wood debris, stones, dirt, corrugate, grease, insects, pests, etc.
- 4.3 Vehicles and transportation equipment must be stored in a manner that prevents them from harboring pests or becoming contaminated in any other manner that could result in food becoming unsafe during transportation operations.
- 4.4 Carrier must ensure that previous loads or cargos, including bulk loads or cargos, do not make the food unsafe. Vehicles and transportation equipment must never have been used to transport or handle hazardous substances or materials, chemicals, garbage, or waste of any kind, including without limitation toxic or nuclear waste, asbestos, medical waste or infectious material. Nothing in this section is intended to prevent the appropriate use of vehicles and transportation equipment that have been used to transport rendering materials or food by-products consistent with this policy.
  - 4.4.1 Non-food items such as parts, equipment, pallets and storage containers that present no threat of adulteration may be transported in trailers with food items but should be reasonably segregated from food items.
- 4.5 Vehicles and transportation equipment requiring temperature control for safety, as determined by Tyson, must be designed, maintained, and equipped as necessary to provide adequate temperature control during transportation operations to prevent the food from becoming unsafe.
  - 4.5.1 If the trailer is equipped with refrigeration air delivery chutes, they must be installed and attached properly, intact, and free of any restrictions, rips, or tears.

- 4.5.2 Refrigeration units or equipment must be fully operational and in good condition.
- 4.6 Bulk Load Vehicles and Equipment
  - 4.6.1 All bulk load vehicles and equipment, other than bulk load tanker vehicles and equipment, shall have a log of the last load. All bulk load vehicles and equipment, other than compartmentalized bulk livestock/poultry feed trailers, shall have a copy of the last wash out certificate. Appropriate documentation must be available from the driver of the trucking company concerning the previous cargo hauled in the specific bulk load vehicle and equipment. The prior load should be accurately documented and documentation available to ensure that the bulk load vehicle and equipment has been in acceptable transportation service. If the prior cargo was not an acceptable material, as determined by Tyson, the load and/or bulk vehicle and equipment will not be accepted. Appropriate Tyson plant/facility management shall be immediately contacted.
  - 4.6.2 All bulk load tanker vehicles and equipment shall have a log of the last three loads and a copy of the last wash out certificate. Appropriate documentation must be available from the driver of the trucking company concerning the previous cargo(s) hauled in the specific bulk load tanker vehicle/equipment. The prior three (3) loads should be accurately documented and documentation available to ensure that the bulk load tanker vehicle and equipment has been in acceptable transportation service. If the prior cargo was not an acceptable material, as determined by Tyson, the load and/or truck and tanker will not be accepted. Appropriate Tyson plant/facility management shall be immediately contacted.
  - 4.6.3 Except to the extent otherwise set forth in 4.6.3.1 and 4.6.3.2, bulk load vehicles and equipment, including bulk load tanker vehicles and equipment, shall be washed between each load or within an interval which has been agreed upon in writing between Tyson and Carrier.
    - 4.6.3.1 Bulk hopper or dump trailers: Bulk hopper or dump trailers hauling animal feed/ingredients shall be washed between each load, unless the previous load was an animal feed, animal feed ingredient, or raw agricultural commodity.
    - 4.6.3.2 Compartmentalized bulk livestock/poultry feed trailers: Compartmentalized bulk livestock/ poultry feed trailers shall be flushed with a feed or feed ingredient and offloaded before being refilled with finished livestock or poultry feed, if the previous load was not an animal feed or animal feed ingredient.
  - 4.6.4 All documentation required by this section must be made available to Tyson at time of inspection. In addition, the Carrier must immediately present all required documentation upon request by fax or e-mail.
- 4.7 Requirements for washout and disinfection procedures
  - 4.7.1 When washouts or disinfection must be performed to ensure that vehicles or transportation equipment meet the requirements of this policy, such procedures should be performed by qualified persons possessing any credentials required by the applicable jurisdiction and with knowledge of any applicable legal requirements.
  - 4.7.2 Any washout disinfectant, sanitizing agent or cleaning solution, if used, must be at a concentration known to be effective, appropriate to the interior surface of any vehicle or transportation equipment, and applied sufficiently so that all surfaces, including refrigeration units (e.g., ductwork and coils), are sufficiently treated.
- 4.8 Tyson may, in its sole discretion, waive any requirement in this policy regarding the suitability or cleanliness of any vehicle or transportation equipment if appropriate for the shipment based on the type of food and/or its stage of production.

## 5.0 CARRIERS' TRANSPORTATION OPERATIONS

- 5.1 Except to the extent otherwise set forth in 5.1.1 and 5.1.2, all vehicle doors and hatches must remain closed and sealed at all times during transit unless necessary to permit loading or unloading.
  - 5.1.1 Compartmentalized finished livestock/poultry feed trailers: Compartmentalized finished livestock/poultry feed trailers are not required to have seals, but all vehicle and

equipment doors, lids and hatches must remain closed at all times during transit unless necessary to permit loading or unloading.

- 5.1.2 Open top hopper trailers and dump trailers: Open top hopper trailers and dump trailers hauling animal feed/ingredients are not required to have seals, but tarps and trailer coverings must be used to protect the food/feed from becoming unsafe during transportation operations. In addition, all vehicle and equipment doors, lids, and hatches must remain closed at all times during transit unless necessary to permit loading or unloading.
- 5.2 Carrier is solely responsible for ensuring that shipments remain under seal at all times during transit and shall maintain a continuous seal record to document seal integrity. Original seal numbers, and subsequent seal numbers on multiple-stop shipments, must be documented by Carrier and verified on the delivery receipt by the receiver.
  - 5.2.1 If Carrier is required to break a seal at the demand of law enforcement or a representative of USDA, FDA and/or other regulatory personnel, Carrier shall document this fact on the seal record by recording the date, time, location of the request, and the badge number, officer name and enforcement agency making the request.
  - 5.2.2 Immediately upon completion of any inspection, Carrier must re-seal the shipment with a new seal number and record the new serial number on the seal record. Carrier shall then notify Tyson as soon as practicable that a seal was broken, and this fact recorded.

## 5.3 Temperature Controls

- 5.3.1 All trailers carrying refrigerated or frozen product must be pre-cooled prior to loading. Pre-cooling is not necessary for refrigerated or frozen loads if Tyson determines, in its sole discretion, that the temperature of any trailer is appropriate for the specific shipment.
- 5.3.2 Tyson will specify the operating temperature for each shipment on the Bill of Lading (BOL) for each shipment. Carrier must set and maintain the ambient interior temperature of each vehicle or refrigeration unit at the operating temperature specified by Tyson.

# 6.0 RESPONSE PROCEDURES FOR POTENTIAL FOOD SAFETY INCIDENTS

- 6.1 If Carrier at any time becomes aware of a potential material failure of temperature control or any other condition that may have rendered food unsafe, Carrier must notify Tyson as soon as practicable by calling the telephone number located on the BOL, BOL envelope, or feed ticket. If a Tyson telephone number does not appear on the BOL, BOL envelope, or feed ticket, Carrier must call (800) 756-3461, (877) 322-3868, or (800) 416-2269.
- 6.2 Conditions that require notice under this section include without limitation material failure of temperature control; evidence of product tampering; accidents; notification by law enforcement or regulatory personnel of an event potentially impacting product safety; and broken seals.
- 6.3 Upon discovery of any condition requiring notice under this section, all food in the shipment must be held and cannot be sold or further distributed until a qualified individual employed or directed by Tyson has assessed the facts and made a determination as to the safety and wholesomeness of the product. This determination will be made by Tyson in its sole discretion.
- 6.4 All determinations made by a qualified individual under this section will be documented.

# 7.0 CARRIERS' TRAINING, WRITTEN PROCEDURES and RECORD REQUIREMENTS

- 7.1 Carrier must provide adequate training to personnel engaged in transportation operations. Such training must provide an awareness of potential food safety problems that may occur during food transportation, basic sanitary transportation practices to address those potential problems, and the responsibilities of Carrier under this policy and the FSMA Sanitary Transport Rule.
  - 7.1.1 The training must be provided upon hiring and as needed thereafter.
  - 7.1.2 Carriers must establish and maintain records documenting the training.
  - 7.1.3 Records must include the date and type of training and the person(s) trained.
  - 7.1.4 All Carrier training records must be provided to Tyson upon request.
- 7.2 Carrier must develop and implement all written procedures required by the FSMA Sanitary Transport Rule, including without limitation procedures that: (1) specify practices for cleaning, sanitizing if necessary, and inspecting vehicles and transportation equipment for food transportation to maintain

them in appropriate sanitary condition as required by this and the FSMA Sanitary Transport Rule; and (2) describe how Carrier will comply with the provisions of this and the FSMA Sanitary Transport Rule relating to temperature control and use of bulk vehicles. Upon request, Carrier shall provide these procedures to Tyson for review.

7.3 Carrier must retain records as required pursuant to the FSMA Sanitary Transport Rule or as dictated by Tyson, and Carrier shall make these records available to Tyson upon request.

#### 8.0 UPDATES

8.1 5/2022

#### Requirement for Carriers to Comply with California Air Resources Board's Truck and Bus Regulation, Title 13, California Code of Regulations, Section 2025

Carrier shall be required comply with the regulation of the California Air Resources Board's ("CARB") Truck and Bus Regulation, Title 13, California Code of Regulations, Section 2025 ("Regulation"). Please see additional information available at the CARB website:

#### http://www.arb.ca.gov/msprog/onrdieseVonrdiesel.html

As a carrier hired by Broker to supply transport services for Tyson, you must certify to us that you will only dispatch trucks that comply with the CARB Regulation for transporting good on California highways. Certifications must be updated annually.



# Supplier Code of Conduct



#### PURPOSE: ETHICAL BEHAVIOR – A SHARED COMMITMENT

This Supplier Code of Conduct from Tyson Foods, Inc., together with its subsidiaries (collectively, "Tyson" or the "Company") sets forth the principles and ethical standards we strive to achieve and describes our expectations for supplier adherence to the same standards. We are committed to operating our business with integrity, respect, accountability, and honor. Ethical business practices are expected every day at Tyson. Our Core Values define who we are, what we do, and how we do it and guide our actions and interactions each day. Accordingly, we choose to do business with suppliers who demonstrate a strong commitment to ethical behavior.



#### SCOPE

This Supplier Code of Conduct applies to Tyson's service providers, independent contractors, consultants, suppliers, software providers, licensors,

and their associated employees, agents, and/or subcontractors.



#### EXPECTATIONS OF OUR SUPPLIERS

We expect our suppliers to operate with integrity and commit to principles similar to those in the Tyson Code of Conduct, which all Tyson team members and Directors affirm annually. It is crucial our suppliers recognize the roles they play in ensuring the satisfaction of our customers and consumers.

This Supplier Code of Conduct supplements but does not supersede any rights or obligations established in the Tyson Purchase Order Terms and Conditions or in any agreement we may have with our suppliers. Not all expectations in this Supplier Code of Conduct may be applicable to each supplier business. To the extent they do apply, Tyson expects each supplier to strive for full compliance and to expect the same of their sub-tier suppliers.



#### LEGAL COMPLIANCE

We are committed to complying with the law wherever we conduct business. We expect each supplier to work diligently to conduct its business in full compliance with applicable laws, rules, and regulations.

Tyson reserves the right to decline future business opportunities or to end existing business relationships with suppliers who do not comply with the law.



#### PRODUCT SAFETY AND QUALITY

One of the most significant Tyson values is our commitment to providing our customers with trusted food products. We expect our suppliers to value product safety and quality and to comply with government and Tyson food safety requirements and specifications.



#### LABOR AND HUMAN RIGHTS

We are committed to observing fair labor practices and to treating our employees, whom we call team members, with dignity and respect. Our programs and policies support the principles contained within the United Nations Universal Declaration of Human Rights, the UK Modern Slavery Act, and the International Labour Organization's Labour Standards. We expect our suppliers to make the same commitments in their labor practices by having controls in place that:

- · Verify the employment eligibility of their employees
- Prohibit inappropriate recruiting practices and fees · Ensure no forced labor or child labor is being used or human
- trafficking is occurring
- · Respect the right of employees to freely associate, organize, and bargain collectively
- Ensure compliance with applicable wage and hour laws
- · Prohibit discrimination, harassment and workplace violence · Provide options for employees to report concerns without fear of retaliation.



# Supplier Code of Conduct continued





#### CONFIDENTIALITY

Suppliers may not publicize the existence of a business relationship with Tyson or use the name, trademark, logo or other marks of Tyson in any sales,

marketing or publicity activities or materials. Suppliers with access to confidential information from Tyson may not disclose the existence of such information without our advance written consent. Confidential information includes, but is not limited to:

- Product formulas and pricing
- Production technologies and processes
- Engineering and technical designs
- Production and supply costs
- · Operating policies, practices, and systems
- Customer identification and information

#### DATA PRIVACY

When suppliers handle personal and confidential Tyson team member information, such as home addresses, social security numbers, birth dates, or medical information, information technology security measures must be in place to ensure the personal and confidential information is protected against unauthorized disclosure and

theft. Suppliers must have robust cyber security policies or privacy procedures. If a supplier becomes aware of an actual or possible unauthorized disclosure of Tyson company or team member personal information, it must be reported immediately to privacy@tyson.com.



#### BUSINESS PRACTICES

We expect each supplier to conduct its business in accordance with the highest ethical standards and in accordance with standard accounting practices such as Generally Accepted Accounting Principles (GAAP) or International Reporting Standards (IFRS). In addition, we expect suppliers to have controls in place to prevent and detect misconduct, such as the misuse of company assets, conflict of interest, fraud, embezzlement, corruption, bribery, and extortion. All supplier business dealings should be fair, legal, and honest.



#### ANTI-CORRUPTION

"Anti-Corruption Laws" include the US Foreign Corrupt Practices Act ("FCPA"), the US International Travel Act ("Travel Act"), the UK Bribery Act

("UKBA"), and other applicable anti-corruption laws and regulations (collectively, the "Anti-Corruption Laws"). All suppliers are expected to comply with the letter and spirit of the Anti-Corruption Laws as a condition to doing business with

and receiving payment from Tyson. We expect our suppliers to conduct their businesses and interactions on behalf of Tyson in accordance with relevant Anti-Corruption Laws. We also expect our suppliers to have codes or other policies that prohibit bribes and other unlawful payments to third parties and government officials. Suppliers are also expected to have controls in place to prevent corruption and to train their employees accordingly. Suppliers are expected to permit Tyson to request and review all relevant records to ensure their compliance with the terms of this provision. Tyson also expects our suppliers' sub-tier suppliers to comply with the Anti-Corruption laws and this provision. Suppliers may consult Tyson's Global Anti-Corruption Policy for additional information on Tyson's anti-corruption expectations. Tyson reserves the right to decline future business opportunities or to end existing business relationships with suppliers who do not comply with these expectations and relevant Anti-Corruption Laws.



#### GIFTS AND HOSPITALITY

In many companies and countries, it is customary to entertain customers and to exchange gifts. However, entertainment and gift exchanges may be interpreted as a conflict of interest. We do not allow entertainment from suppliers that could appear excessive or appear to influence a business decision. Tyson team members may only accept gifts of nominal value from suppliers. Suppliers may never give Tyson team members gifts of cash or cash equivalents, including checks, gift certificates, and gift cards regardless of value. We do not allow entertainment or gift exchanges with government officials by suppliers on behalf of Tyson regardless of value. For additional details or questions about Tyson's expectations with respect

#### SUSTAINABILITY

compliance@tyson.com.

As we contribute to sustainably feeding the world, we are dedicated to operating our business in a sustainable manner with regard to our workforce, animal welfare, environment, economic success, community and social responsibility, and we expect our suppliers to do the same. Everything we do at Tyson starts with our purpose to raise the world's expectations for how much good food can do. We encourage our suppliers to share our commitment to sustainable business practices and to help lead in delivering safe, affordable and sustainable food for generations to come. Our Sustainability Report is available on our website for review.

to gifts and entertainment, we encourage suppliers to email



# Supplier Code of Conduct continued





#### OCCUPATIONAL HEALTH AND SAFETY

We are committed to fostering our strong safety culture, to conducting business in a way that protects our team members and to integrating health and

safety into every process. We expect our suppliers to operate in a manner that:

- Complies with all federal, state and local health and safety laws, regulations, and standards
- Trains and communicates regularly with their employees
   about safety
- Makes continuous efforts to achieve a workplace that is free from work-related injuries and illnesses



#### ANIMAL WELFARE

We have a long-standing commitment to the welfare, proper handling, and humane treatment and care for animals in our supply chain. We expect our suppliers

to use humane procedures and sound animal husbandry practices designed to prevent the mistreatment of animals. We invite our suppliers to review **Our Commitment to Animal Welfare** on our website, and to consult with and seek guidance from our subject matter experts on questions of animal welfare. We expect our suppliers who provide meat, eggs, dairy, oil or other animal products to operate in a manner that:

- Complies with all applicable federal, state and local animal welfare laws, regulations, and standards
- Trains and communicates regularly with their employees about animal welfare
- Makes continuous efforts to improve animal welfare compliance
- Maintains a production system that complies with an industry standard welfare program that includes third-party welfare audits



#### ENVIRONMENT

We are committed to conducting business in a safe, environmentally responsible manner. We expect our suppliers to operate in a manner that:

- Complies with all applicable federal, state and local environmental, laws, regulations and standards
- Strives to responsibly manage the impacts of their operations on the environment and the operations of Tyson
- Makes continuous efforts to improve environmental processes and achieve compliance.



Suppliers should promptly report violations of this Supplier Code of Conduct or any alleged misconduct or unethical behavior by a Tyson team member

to a Tyson manager or to **ethics@tyson.com** without fear of retaliation. Suppliers also have the option to use the Tyson Help Line at 1-888-301-7304 or Web Line at **telltysonfirst.com**, operated by an independent third party and available 24 hours a day, seven days a week in multiple languages with an option to remain anonymous.

When honoring a request for anonymity or a request to keep certain information confidential would, in Tyson's judgment, put the health or safety of others at risk, jeopardize product quality, or compromise protection of the environment, Tyson will disclose all information it feels is necessary to mitigate or eliminate imminent harm.

Employees of suppliers are encouraged to work directly with their employers to resolve internal ethical concerns.

#### HAVE QUESTIONS? NEED MORE INFORMATION?

The website links listed in this Supplier Code of Conduct provide additional information. This Supplier Code of Conduct is also available on Tyson.com. Questions may also be directed to us at compliance@tyson.com.



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