



BILL TO: BACKHAUL DIRECT 10194 CROSSPOINT BLVD, SUITE 300 INDIANAPOLIS, IN 46256 INVOICE DATE: 12/01/2024 INVOICE #: R67597 TERMS: NET 30 DUE DATE: 01/01/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
11/29/2024		1331 E. Airport Freeway, Irving, TX 75062 - Kroger Louisville DC, 2000 Nelson Miller Parkway, Louisville, KY 40223			
		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



Carrier Shipment Confirmation - Load # 1189089

Please have your dispatcher call (317) 682-6009 to check in prior to arriving at Shipper.

WE WILL NEVER ASK, DEMAND, REQUIRE OR EXPECT YOU TO HAVE YOUR DRIVER TEXT, READ AN EMAIL, OR REPLY TO ANY ELECTRONIC MESSAGES WHILE THE DRIVER IS DRIVING THE TRUCK.

	Grocer	ies		22	Pie	ece 4	1,138
	() -	-,					
	Louisville, KY 40223				00012		
	Parkway			Pickup #:			
	Kroger	Kroger Louisville DC 2000 Nelson Miller			No Touch		
Delivery	The Kr	oger Co Kroger -	Louisville-024A	Delivery Date: Delivery Time:		Com	nments:
	Groce	ies		22	Pie	ece 4	1,138
	() -						
	-	TX 75062		Pickup #:	60812		
	1331 E	. Airport Freeway		Dr. Work:	No Touch		
•		Beverage - America's Bev			17:00		
Pickup	The Kr	oger Co Kroger -	America's	Pickup Date:	11/29/2024	Corr	iments:
	PRO #:	M-00102460812					
Pi	ickup #:	USE PO#	B.O.L. #:			P.O. #:	60812
,	Weight:	41,138 lbs.	Type:	Piece		Hazmat:	No
Min. Trailer Size:		53	Quantity:	22		Temp:	
Equipmer	nt Type:	Dry Van	Commodity:	Dry Grocery		Temp Control:	No
Carrie	er Email:	kelly@royal3inc.	com				
Carı	rier Fax:	(630) 485-6980			Email:	SSIMO@back	hauldirect.com
C	Contact:	kelly			Phone:	(317)964-724	1
Carrier:		Royal3 Inc, MC#:	944686		BHD Rep:	Skylar Simons	

Additional Load Comments

Carrier Shipment Confirmation - Load # 1189089

60812

USE PO# AS PU#

** Driver must check that load is properly secured/loaded prior to leaving dock door. If not secured correctly, driver/dispatch must notify Backhaul Direct immediately **

**Shipper will load a reefer if clean, dry and can scale the weight. No product will be cut if driver can't haul it. **

Kroger managed loads should never pay unloading at a Kroger DC. If the site asks your driver to pay for the unloading, advise the site that it is a Kroger managed load, and they should refer to their unloading list or the WMS to verify that it is Kroger managed. If your driver does not do this, and pays for the unloading, you will not be reimbursed.

- GPS tracking via P44 is mandatory.
- Drivers must wear reflective safety gear at pickup to avoid potential loading refusal.
- Ensure all loads are securely sealed before departure.
- Note that pallet weights may lead to tender weight fluctuations of up to 2500 lbs.
- Carrier must notify Backhaul Direct upon detention to ensure payment; submit POD by the following day.

- Must turn in BOL/POD within 24 hours of delivery or risk NOT being reimbursed for accessorials. Must have BOL to be compensated for shipment.

- Use a minimum of 2 load bars or straps for each shipment.

- For reefer loads, precool the trailer to the appropriate temperature before the appointment time or detention may be refused. Any fees incurred for not being precooled can be passed onto the carrier.

Directions: Any directions given are for informational purposes only. Carrier must choose the specific route and confirm that it can safely and lawfully provide the services being requested of it.

Other Terms:

- 1. Any additional charges that arise during Carrier's performance of the services on behalf of Backhaul Direct, LLC (BHD), must be approved by BHD prior to or while they are occurring, or they will not be reimbursed. All supporting documents and proof must be submitted to BHD within 24 hours after BHD approval, otherwise reimbursement may be delayed or denied. Potential Detention must be communicated to BHD in writing within 30 minutes of its occurrence, otherwise it will be denied.
- 2. Carrier is required to pay for in transit fees, such as lumpers. Any request for payment of these fees by BHD will be assessed a \$10.00 processing fee.
- 3. Unless otherwise agreed upon, Carrier may not co-mingle other shipments.
- 4. All rates are in USD, unless specified otherwise. The Total Rate to Carrier includes any and all charges for the services being performed.
- 5. Carrier must notify BHD immediately upon discovery of any overage shortage and damage (OS&D) issues in writing to <u>osd@backhauldirect.com</u>. Carrier may not dispose of any cargo without the prior written consent of BHD. Failure to follow these procedures may result in a claim.
- 6. Carrier acknowledges and agrees that it has full power and authority to bind its employees, agents, subcontractors to these terms and conditions. Carrier shall require that its employees, agents or subcontractors will refrain from engaging in any reckless or dangerous activities, including but not limited to the downloading of any application/software or communicating to any third-party in any way that could cause them to be distracted. Any requests by BHD or its customers to track the location of any shipment through GPS or other electronic means, is done so with the full knowledge and permission of Carrier's employees, agents and subcontractors.
- 7. The terms and conditions herein amend any previously agreed upon terms and conditions between the parties. Where no conflict exists between the terms and conditions herein and any previously agreed upon terms and conditions, the previously agreed upon terms and conditions will be controlling. Where aconflict does exist between the terms and conditions herein and any previously agreed upon terms and conditions between the parties, the terms and conditions herein will be controlling. Indiana law will govern the interpretation and enforcement of these provisions exclusively, without regards to conflicts of law principles, unless preempted by Federal Law. The courts sitting in Marion County, IN will have exclusive jurisdiction over the resolution of any actiontaken by either party to enforce the terms herein. The prevailing party will be entitled to monetary damages, injunctive relief, its attorney fees (including in-house legal fees) and any other remedies provided by the court.

Settlement Details							
Туре	Description	Quantity	Rate	Charge Type	Amount		
Linehaul		1.00	\$1,400.00	Flat Rate	\$1,400.00		
				Total Rate to Carrier	\$1,400.00		
To ensure prompt payment, please include the following:			Send Invoice To:				
1. Invoice with Carrier's Invoice #				Backhaul Direct, LLC			
2. Signed Proof of Delivery				10194 Crosspoint Blv	d, Ste 300		

Carrier Shipment Confirmation - Load # 1189089

3. Signed Carrier Rate Confirmation	Indianapolis, IN 46256
4. Any backup (receipts) for any approved Accessorial Charges	(800) 518-1664 x 5
5. Restacks/Reworks must have pictures.	invoice@backhauldirect.com
Preferred method of sending in invoices = <u>invoice@backhauldirect.com</u>	

All payment inquires need to be directed to Triumph Pay at <u>https://triumphpay.com</u>, and please be on the look out for emails from <u>Backhaul-direct@audit.triumphpay.com</u> for further details on payment status.

H1/25/24 19:32:17 ANCEFPOD From: AMERICA'S BEVERAGE CO. 1331 E AIRPORT FREEMAY IRVING TX 75062		BILL OF LADING	L	LOUISVILLE KMA 2000 NELSON MI LOUISVILLE, KY	LLER PKWY
Order No : AB31093 ASN Requested : NC Ship Date : 11/29/24 Customer PO No: 60 Customer No: 524000 Location No : LO	0 0812 0AD49	Carrier Name Trailer No	BACKHAUL DI W94948	RECT, LLC	BOL/Shipper No: 25614013 Seal No : 044607
	P Pallets ource Totals	1,426.00	Total	Resource Weigh CHEP Pallets x WEIGHT ON LOAD	60 1 1,260
•••Special Instructions: •AVOID FREEZING	PRODUCT, MAINT	AIN ABOVE 35 DEGR	EES.	If this to the coordinate on the co	to Section 7 conditions. shipment is to be delivered onsignee without recourse onsignor, the consignor gn the following statement.
RECEIVED, subject to the rates, terms and the property described above, in apparent					ier shall not make of this shipment without
condition of contents of packages unknown) above, which said carrier agrees to carry to deliver to another carrier on the route	to destination,	if on its route,		payment d lawful c	of freight and all other harges.
Carrier/Agent Per Trailer Condition:	Charges are PREPAID\CHA	to be: RGE CUST FOB DEST		SIGNATUR	E OF CONSIGNOR
Received at destination in good or Consignee Carrier Agent Agent		noted t Bills for Prepa	id Shipments	: Shipper: Per:	AMERICA'S BEVERAGE CO.
Exceptions:	240	KRODER RECEIVING STAL	ap	Address	of shipper: IRPORT FREEWAY