



**BILL TO:** NFI LOGISTICS LLC 2 COOPER STREET CAMDEN, NJ 08102 INVOICE DATE: 12/09/2024 INVOICE #: R67705 TERMS: NET 30 DUE DATE: 01/09/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
12/02/2024		27255 SW 95th Ave, Wilsonville, OR 97070 - 24098 Ruther Glen Rd, Ruther Glen, VA 22546			
		Freight Income	1	\$6,200.00	\$6,200.00

TOTAL

\$6,200.00

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 Booking 8163397

DOOKINg 0103397

relayinvoices@nfiindustries.com 866-663-6882

CARRIER		CARRIER PAY BREAKD	CARRIER PAY BREAKDOWN				
ROYAL3 INC		Line Haul	USD 5,900.00				
		Tracking Opt-In	USD 300.00 USD 6,200.00				
DOT# 2828543 Booked by: Justin Fogdall		Total					
LOAD DETAILS							
NFI Booking Number	Miles	Equipment	Agreed upon price				
8163397	2895.2	Van	USD 6,200.00				
Weight	Pallets	Pieces					
41609.5 lbs	20	1500					
STOP DETAILS							
Pickup Wilsonville, OR 12/02 @ 11:00 Pickup Number(s) 0100033356	F 2 V R C	ber IFIC NATURAL FOODS 55 SW 95th Ave sonville, OR 97070 rence Number(s) 5165120 5165120	Weight 41609.5 lbs Pallets 20 Pieces 1500 boxes				
Delivery <b>Ruther Glen, VA</b> 12/06 @ 15:00 Delivery Number(s) <b>CF#V24239998</b>		iver GINIA WAREHOUSE 98 Ruther Glen Rd her Glen, VA 22546 rence Number(s) 5165120 5165120	Weight 41609.5 lbs Pallets 20 Pieces 1500 boxes				

#### NOTES

Drivers must have BOL and BIO Packing list in order to be received at DC

Drivers should not be charged lumper fees. Lumper fee's for DC locations go onto the Trader Joe's account.

Detention must be reported the day of appointment on/or before the two-hour mark from appointment time. All detention must have documentation of arrival and departure times to be paid. Detention is paid after two hours of on-time arrival only.

Carrier must notify NFI Brokerage at 855-409-0012 when driver is dispatched, when driver arrives at shipper, when loaded, and upon arrival to consignee as well as an empty call. A minimum of 2 check calls daily when in transit.

Seal integrity is mandatory on all loads. Cargo claims resulting from a lack of seal integrity on the POD submitted at invoicing will be the carrier's full responsibility.

Report any OSD issue at the time of the event; call for approval of any accessorial charges.

All work subject to NFI's Terms & Conditions found at: www.nfiindustries.com/carrier-terms/

Any directions given by NFI Logistics, LLC or its Customers, whether orally and/or electronically, are for informational purposes only. It is the Carrier's sole responsibility to confirm that it may lawfully and safely operate its vehicle and its contents over any road, highway, bridge and/or route. Carrier shall be solely responsible for any fines, penalties, or citations that may be levied as a result of operating its vehicle equipment and its contents in any way that may be found to be in violation of any regulation, law or ordinance.

By executing this agreement, the Carrier agrees to receive text messages from NFI to all provided mobile numbers. NFI text messages provide drivers with accurate shipment information, clear instructions, and helpful support to ensure the smooth transit of goods from a shipper facility to the intended recipient. Message & data rates may apply. Reply STOP to cancel.

Kelly Avanovic Carrier representative signature

Date

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SHIP TO     Name:   TRADER JOE'S - VIRGINIA (5703)     Address:   24098 RUTHER GLEN RD     City/State/Zip:   RUTHER GLEN / VA / 22546     CiD #:   FOB □						CARRIER NAME: CUSTOMER PICK-UP Trailer Number: W97038 Seal Number(s): 6365749 Broker's Name: CPU arranged by: Gate In/Out: /					
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#### Bill of Lading

#### Additional Terms and Conditions

RECEIVED, subject to the motor carrier agreement (the "Agreement") in effect on the date of the movement between Campbell Soup Supply Co. or its affiliate ("Shipper") named on the first page of this non-negotiable bill of lading ("bill of lading") and Carrier or between Carrier and another party, and not subject to any of Carrier's tariffs, classifications or rules, the Shipment (as hereinafter defined), in goodorder, except as noted, marked, consigned and destined as shown herein, which Carrier agrees to carry to destination.

The terms and conditions of the Agreement shall control the transportation evidenced by this bill of lading. If the Agreement is in effect, this bill of lading shall serve as a receipt only for the goods being transported (the "Shipment"). If no Agreement is in effect, then the Shipment shall be transported by Carrier pursuant to all of the terms of this bill of lading.

This bill of lading is non-negotiable and may not be used for transfer of ownership of the Shipment. If a "Pro Sticker", which purports to change the terms and conditions stated in this bill of lading, is attached, it shall have no binding effect upon the terms of this bill of lading.

# The obligations of Carrier signing this bill of lading are as follows:

(a) <u>Broker as Agent of Carrier</u>. If the services provided by Carrier for this Shipment were arranged through a broker, then Carrier designates the broker as its agent for the collection of freight charges. Upon Shipper's payment of freight charges to the broker, Carrier shall have no claim against Shipper or any consignee for the freight charges.

(b) Safety Rating. Carrier certifies and warrants that it currently has in effect a "Satisfactory" rating from the FMCSA. If Carrier has no safety rating, it must notify Shipper of that fact before accepting a shipment .

(c) Payment. Unless Shipper has contracted with a broker for services provided by Carrier, Shipper will pay Carrier within 30 days from the receipt of Carrier's invoice for Carrier's services. All charges pertaining to the transportation of the Shipment shall be deemed as prepaid by Shipper unless otherwise indicated by marking the "Collect" box in the "Freight Charge Terms" section of this bill of lading, in which case, Carrier agrees to collect all freight and other charges from the party indicated in the "Bill To Party" section and Shipper shall have no liability for and shall be held harmless from any freight charges or other charges. Carrier will be paid the rate and charges agreed upon by Shipper and Carrier for this Shipment and not the rates or charges contained in Carrier's tariffs, classifications or rules. Carrier waives any lien that it may otherwise have on this Shipment.

(d) <u>Proof of Shipment's Condition</u>. Carrier, upon receipt of the Shipment, must note any damage to the Shipment on this bill of lading. The absence of any written damage notation or limitations in inspecting the Shipment on the front of this bill of lading shall create a presumption that the Shipment was delivered to Carrier in good order and condition. Carrier shall be liable for delivering the number of cases, packages, units, etc. noted on this bill of lading, and shall deliver the Shipment in the same condition and unitized package as received by Carrier.

(c) <u>Shipment Security</u>. Containers or equipment received with broken, missing or unreadable seals, or seal numbers that are different than those noted on this bill of lading may be rejected by Shipper in its sole discretion and Carrier will be liable for any loss or damage incurred by Shipper as a result of such seals or seal numbers.

(f) Damages. Carrier shall be liable for the invoice value, excluding any trade discounts, of any Shipment that is damaged or lost by Carrier. Shipper shall also be entitled to include in its claims, Shipper's labor costs, product destruction costs and other costs, which Shipper can reasonably demonstrate resulted from such damage or loss. Carrier shall be responsible for payment of any claim for loss and/or damages to Shipper regardless of Carrier's claim status with its insurance company. Carrier shall also be responsible for all other costs of a claim, including, but not limited to, the cost of experts, reasonable attorneys' fees and costs, and any additional costs arranged by a broker and the Carrier has damaged Shipper's freight, the responsibilities of the broker are the same as Carrier's responsibilities as stated in the Agreement with broker.

(g) <u>Independent Contractor</u>. All activities performed by Carrier under the terms of this bill of lading shall be carried on by Carrier as an independent contractor and not as an agent for or employee of Shipper, and nothing contained elsewhere in this bill of lading shall be construed to be inconsistent with Carrier's status as an independent contractor.

(h) <u>Delivery</u>. Shipper and Carrier both understand and agree that time is of the essence in the performance of the transportation services specified in this bill of lading. Carrier will transport all Shipments tendered pursuant to this bill of lading or Agreement to the specified consignee(s) at the specified destination at the specified time, or if time has not been specified, then with reasonable dispatch. Carrier will transmit to Shipper via Electronic Data Interchange ("EDI"), or other means as directed by Shipper, information related to appointments, delivery dates, order information, claims or proof of deliveries.

(i) <u>Handling of Product</u>. Carrier agrees to transport the Shipment in strict compliance with instructions provided by Shipper in this bill of lading or otherwise. The Carrier must not leave the Shipment unattended in unsecured locations. The Carrier shall preserve the chain of custody for the Shipment.

(j) No Assignment or Subcontracting. Carrier shall transport all Shipments from origin to destination. Carrier will not use substitute transportation. Carrier shall not broker, inter-line, assign, transfer or delegate its responsibilities under this bill of lading to another motor or rail carrier, broker or third party for delivery without Shipper's all events, Carrier will remain responsible to Shipper for fulfillment of all of Carrier's obligations under this bill of lading. If Shipper fails to pay a subcontractor in a timely manner, Shipper shall have the right, but not the obligation, to pay any subcontractor directly and deduct the amount otherwise due to Carrier for any and all Shippents.

() Indemnification. Carrier agrees to indemnify, defend and hold harmless Shipper, its officers, directors, employees, shareholders, agents, representatives, suppliers (k) inductives, differences, against any and all claims, demands, actions, causes of action and all liability, loss, cost, damage, and expense (including reasonable attorneys' fees) whether actual, pending or threatened, Shipper may incur as a result of (i) a breach of any representation or warranty made by Carrier hereunder or (ii) any act or deed, whether by way of tort or contract, committed or omitted by Carrier, its employees, agents and/or subcontractors in its/their performance under this bill of lading, except to the extent such acts or deeds were committed or omitted by Carrier in reliance on instructions by Shipper under this bill of lading. Nothing in this Section shall require Carrier to indemnify Shipper against any claim or liability to the extent it results from the negligence or willful misconduct of Shipper.

(1) Salvage. Carrier is not permitted to salvage Shipper's products. All Shipments transported under this bill of lading shall remain the sole and exclusive property of Shipper notwithstanding the payment of any claim for damages to the Shipment. None of the Shipment, including, without limitation, any lost or stolen freight recovered by Carrier or its agents or damaged or expired freight, shall be transferred or delivered by Carrier to any person or entity except as directed in writing by Shipper or on this bill of lading.

(m) Failure to Deliver. If the Shipment is refused by the consignee, the Carrier shall immediately notify Shipper and follow Shipper's instructions regarding the redelivery or storage of the Shipment. Carrier shall be liable for any and all damage incurred by Shipper as a result of failing to deliver the Shipment.

(n) No Waiver. Except as otherwise expressly stated herein, Shipper does not waive any rights and remedies which it has at law or in equity. In the event that any statute, law, or regulation is in conflict with or differs from the terms and conditions in this bill of lading, the terms and conditions of this bill of lading will apply to the extent that they are not in violation of any law, statute or regulation.

(o) Set-off. Shipper may, with or without notice to Carrier, set off against past, current and future amounts due by Shipper to Carrier hereunder all (i) damages, costs, expenses and obligations sustained or incurred by Shipper by reason of Carrier's default, and (ii) all amounts owed by Carrier to Shipper under any indemnification obligation in this bill of lading or otherwise.

Each Shipment must be handled in compliance with Shipper's instructions, including, but not limited to, the following:

### DRIVER'S INSTRUCTIONS:

- 1. Shipper will load, count, apply seals and record seal number(s) on the bill of lading. 2. Before scaling, driver will check load for proper, safe loading, if possible. 3. Driver will print and sign his/her name for the number of pieces, cases, pallets, etc. loaded, where indicated.
- 4. Driver will record any exceptions to product condition or count.
- Driver will read and follow specific instructions, a super Driver will call Shipper at the number on this bill of lading if the Shipment is delayed, damaged or stolen, if the seal is accidentally broken or if consignee refuses
- 7. If the seal number has been changed, driver will record a new seal number and reason for breaking of original seal.

- 8. Driver or driver's dispatch will, prior to delivery, call for an appointment, as indicated on this bill of lading. Driver will write Scals intact on dentery and free of debris, pest infestation, dunnage, mold, undesirable odors, toxic chemicals or waste, and anything that may
  Driver will ensure that trailer will be clean and free of debris, pest infestation, dunnage, mold, undesirable odors, toxic chemicals or waste, and anything that may
- 11. Driver will ensure that trailer will be free of holes, leaky door seals, nails, broken floors, etc. Driver will ensure that mechanical refrigeration units in refrigerated trailers will be in good working order to maintain the temperature required.
  Driver will ensure that mechanical refrigeration units in refrigerated trailers will be in good working order to maintain the temperature required.