



INVOICE

BILL TO:
MEGACORP LOGISTICS LLC
1011 ASHES DRIVE
WILMINGTON, NC 28405

INVOICE DATE: 12/19/2024
INVOICE #: R70321
TERMS: NET 30
DUE DATE: 01/19/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
12/19/2024		181 NM-555, Raton, NM 87740, US - 2811 Prince St, Clovis, NM 88101, US			
		Freight Income	1	\$950.00	\$950.00

TOTAL
\$950.00

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 RATE CONFIRMATION

MCL PO # 2071601

DRY

BROKER: Dalton Mizell

9045591428 X 3208

teammizell@megacorplogistics.com

Date: 12/19/24 10:04AM

Load Information

PICKUP DATE: 12/19/2024 TIME: 08:00-16:00
DELIVERY DATE: 12/20/2024 TIME: 08:00-16:00
TRAILER TYPE: **Van**
TRAILER SIZE: 53FT
MILES: 279.19
WEIGHT: 44000

RATE

Amount	Description	Total
\$950.00 USD	Flat	\$950.00 USD
		\$950.00 USD

Load Products

Name

Assorted Merch

Advances

Type	Issued	Amount
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Carrier Information

Carrier: **ROYAL3 INC** Phone: Fax:
Driver 1: yousel Driver Cell: 7865973750
Driver 2: Driver Cell:
Dispatcher: x310, devorah Phone: 6305661379 Email:

STOPS

ID	Type	Sched Date & Time	Notes	Shed, Address	Address 2	PU#	Products
1	Pick	12/19/2024 08:00-16:00		Western Woods, 181 NM-555	Raton, NM 87740-____ US	166281038	

ID	Type	Sched Date & Time	Notes	Shed, Address	Address 2	DEL#	Products
1	Drop	12/20/2024 08:00-16:00		Clovis Big R, 2811 Prince St	Clovis, NM 88101-____ US	166281038	

Special Instructions

Carrier must provide the following information to Mega Corp Logistics:

- 1) Motor Carrier Number (MC #) or Department of Transportation Number (DOT #)
- 2) Name on Side of Truck (Carrier Name)
- 3) Truck Number
- 4) Trailer Number
- 5) Trailer License Plate Number (State/License Plate Number)
- 6) Dispatcher Name
- 7) Dispatcher Phone Number

- 8) Driver Name. Two driver's names if the load is team.
9) Driver Cell Phone. Two cell phone number's if the load is team.
10) If the Carrier is electing to use a local driver, "city driver", to pick up the load carrier must provide local driver name and cell phone number. Driver/Carrier will not be loaded if the information provided is different from what arrives at the shipper.

LOG-BOOKS

All carriers and drivers are expected to pick and deliver the loads tendered to them in a legal manner. Mega Corp Logistics is not responsible for monitoring or verifying driver logbooks. By accepting the terms of the rate confirmation, i.e., dates, times, estimated weight, shipping points, estimated miles, etc. etc. By accepting the rate confirmation, it is assumed that the carrier has a driver who is able to pick and deliver the load on time in accordance with a clean and legal logbook.

SHIPPER VERIFICATION

ALL SHIPPERS WILL DO A 'SHIPPER VERIFICATION.' All trailers must be food grade and in good condition- no odor or debris. If the trailer is not food grade, THE TRAILER WILL BE REJECTED AND NO TRUCK ORDER NOT USED WILL BE ISSUED. If the carrier needs to get a washout to present a trailer that is food grade and in good condition the cost of the washout will be incurred by the carrier and/or driver. MegaCorp Logistics, nor any party with interest in the transit of the load, will be responsible for the cost of the washout. Reefer chute(s) must be intact and functioning - no tears or damage can be present. All trucks must be 53 ft in length, with swing doors only, a downloadable reefer unit and capable of loading 30 pallets with dimensions at 48X40. REEFER TRAILER MUST HAVE A REEFER AIR CHUTE THAT RUNS DOWN THE MIDDLE OF THE TRAILER. NO SIDE REEFER CHUTES ARE ALLOWED. If an exception is made, the carrier must receive a confirmation from Mega Corp Logistics in writing. The reefer unit must be downloadable. All shippers will do a 'shipper verification.' If the truck is rejected no truck order not used or out of route miles payment will be issued.

WEIGHT LIMITATIONS – 'WEIGHT CAPACITY'

The weight provided in the 'Load Information' section of the rate confirmation is an estimate. The driver/carrier must be able to scale up to the entire weight of the shipment (if necessary). If the amount loaded exceeds the weight stated under 'load information' section of the rate confirmation and/or the carrier driver instructions, however, the truck is within maximum legal weight, including legal axle weight, to transport the product- driver/carrier must complete load without additional compensation. If the driver or carrier demand additional payment for overweight parameters, Mega Corp Logistics will consider the carrier hostile and the load will be deemed 'hostage.'

REFRIGERATED TRAILER – TEMPERATURE DISCREPANCIES

Driver MUST operate the reefer at the temperature specified on the Bills of Lading (BOL's) provided at the shipper. The reefer unit must be pre-cooled to the specified temperature provided at the shipper, prior to loading any product on the truck. If the carrier or driver would like to pre-cool the trailer while in transit to the shipper, please reach out to Mega Corp Logistics and a temperature will be provided. The reefer must operate on continuous throughout the entire transit of the load at the temperature specified on the Bills of Lading. NO EXCEPTIONS. If the shipper advises the driver to set a temperature different from that listed on the Bills of Lading the driver/carrier must immediately contact Mega Corp Logistics. The carrier/driver is not permitted to set the reefer temperature to anything other than the temperature listed on the Bills of Lading without first receiving approval from Mega Corp Logistics in writing. ***THE CARRIER/DRIVER IS NOT PERMITTED TO SET THE REEFER TEMPERATURE TO ANYTHING OTHER THAN THE TEMPERATURE LISTED ON THE BILLS OF LADING WITHOUT FIRST RECEIVING APPROVAL FROM MEGA CORP LOGISTICS IN WRITING. NO EXCEPTIONS.***

REJECTION DUE TO TEMPERATURE DISCREPANCIES

If the product arrives at the receiver in any form that causes the product to be rejected due temperature discrepancies the carrier must immediately get both a 'reefer unit download' and a 'reefer inspection.' If the carrier is found liable for the rejection due to temperature discrepancies, the carrier will be held liable for the entire cost of the claim inclusive of the cost of the reefer download and reefer inspection. If the carrier is not held liable for the claim due to temperature discrepancies, the carrier will be fully reimbursed for the cost of the reefer download and the reefer inspection.

PHONE CALLS

Carrier and driver must answer all phone calls. If driver or carrier misses phone call, they are expected to return the phone call as soon as possible (ASAP). DRIVER(S) MUST DOWNLOAD ***TRUCKER TOOLS APPLICATION AND ACCEPT GPS TRACKING FOR THIS LOAD.***

REJECTIONS DUE TO LOAD SHIFT

Under all circumstances the driver is responsible for safely and properly securing the load with their own load locks, straps, or combination thereof. Although the shipper may choose to secure the load, it is always the driver's responsibility to confirm the load was secured properly. If the load is multiple drop the receiver who takes the initial drop, and all subsequent receivers who take receipt of partial shipments are also not responsible for re-securing the load after they take their own product. The driver and carrier are always responsible for properly securing the load while in transit. POD must be emailed to teammitti@megacorplogistics.com within 24 hours after final drop.

FINES, FEES, & CHARGEBACKS

Mega Corp Logistics retains full discretion to 'pass-on' all fines charged by any interested party who is affected by the transit of a given load. All fine amounts are a case by case basis and can vary based on the reason for the fine, severity, or time frame. Fines may include (but are not limited to):

- 1) Truck not accepting GPS tracking for the load. We use Trucker Tools Tracking is used for all loads.
- 2) Arriving to the shipper or receiver late for scheduled appointments.
- 3) Arriving at delivery before schedule date and time and requesting that the receiver unload the truck.
- 3a) If the receiver chooses to receive the product on their own volition and a given party who has interest in the transit of the load still charges for early delivery this charge can be passed on.
- 4) The load must pick and deliver on the dates and times provided on both the rate confirmation and carrier/driver instructions provided by Mega Corp Logistics.
- 4a) Failure to deliver the load outside of said date and times for ANY REASON may result in fine.
- 5) In some situations, late fees and fines can be determined by the value of the freight being shipped. For example, if the shipment on the truck is a load of Organic Bananas at a value of \$20,000 and Mega Corp Logistics needs to reschedule an appointment on behalf of the carrier after the load was picked and in transit the fine could be as high as 10% or more of the value of the load for each day the appointment was rescheduled. In this case, if it was scheduled to deliver one day after the original due date the fine for re-scheduling could be as high as \$2,000.
- 6) Failure to submit all necessary paperwork for POD of the load. It is Megacorp's expectation to receive all paperwork necessary for POD/billing/invoicing within 24 hours of the final delivery date and time. If paperwork is submitted to Megacorp yet incomplete (e.g. missing BOL, missing Costco sticker, or lumper receipts, or any paperwork necessary to properly bill/invoice our customer), fines may be assessed by our customer and MegaCorp has full authority to pass these fines along to the carrier. The fine amount is a case by case basis based on the number pieces of paperwork missing and the length of time it has taken to obtain missing paperwork, but the fine can range anywhere from \$100 to \$500 (or more) per missing piece of paperwork not submitted to MegaCorp.
- 7) Purchasing equipment or services necessary for completing the load at the shipper or any shop/truck stop/ or hard ware store. PLEASE NOTE, MegaCorp does not reimburse for any equipment purchased to complete the load. This includes (but is not limited to): trailer wash outs, load locks, load bars, load straps, tarps, chains, vests, hard hats, pulp thermometers, etc. For example, if the truck purchases two load bars for \$150 at the shipper and our customer deducts \$150 from our rate, MegaCorp has full authority to deduct \$150 from the rate to the carrier.
- 8) Proof of the fine amount and reason for the fine from our customer will be given to the carrier in writing as proof an actual fine has been assessed.

DETENTION, LAYOVER, AND TRUCK ORDER NOT USED (TONU)

Detention, Layover, and TONU is on a case-by-case basis. Listed below are general rules for when detention may be pursued. It is always Mega Corps goal to get all trucks loaded and unloaded in a 2-hour window.

- 1) The load must pick-up and deliver on time. If a truck arrives late or misses an appointment detention is more difficult to attain.
- 2) All documents related to delivery of goods (signed BOLs/lumper receipts/scale tickets/proof of delivery/etc, etc.) must be emailed to teammizell@megacorplogistics.com within 24 hours of delivery. Copies of documents and/or clear and eligible pictures of documents are acceptable. If POD is received later than 24 hours from time of delivery or any paperwork is missing from POD, detention will be more difficult to attain.
- 3) Driver must accept load tracking provided by MegaCorp Logistics – via the Trucker Tools Application. Driver must set the Trucker Tools App to always tracking. If the driver does not accept load tracking and/or intentionally disconnects/stops load tracking before or any time during transit - detention will be more difficult to attain.
- 4) Detention begins two (2) hours after the truck arrives at the receiver or given shed for their appointment time, pending that truck arrived at the shipper or receiver, or any given shed, with enough time to check-in prior to the appointment time provided on the rate confirmation and carrier driver instructions. Check-in times must be marked via the Trucker Tools App. to qualify for detention. Failure to comply will create a situation where detention is more difficult to attain.
- 5) In the case that any of the shippers, receivers, or sheds in accordance with a given load are on a first come first serve basis the carrier/driver can expect to be loaded within a reasonable amount of time. In some situations, First Come First Serve (FCFS) does not denote a time based off when the

truck checks-in but rather when the product is ready to be either loaded or unloaded in accordance with a given sheds production schedule, distribution schedule, or standard processing schedule. Thus, at all FCFS facilities no definite detention will be paid without the driver and/or carrier first inquiring when they will be seen in accordance with the shed's schedule. That information can be attained by calling Mega Corp directly. Failure to communicate 'In and Out' times at a given shed that is on a First Come First Serve 'FCFS' basis will create a situation where detention is more difficult to attain

6) After three hours, the carrier and/or driver must notify a representative of Team Mizell at Mega Corp Logistics that detention is going to be pursued. Failure to comply will create a situation where detention is more difficult to attain.

7) If a carrier receives a layover fee from MegaCorp Logistics team, the carrier is not eligible to receive detention for the period where layover is paid, there will no "double dipping".

8) If any information given to Mega Corp Logistics for a given load turns out to be false or inaccurate and/or it is believed that the carrier and/or driver intentionally misled Mega Corp Logistics, E.g. only using one driver on a team load, driver booking a load without enough time on their clock to make ontime pick-up and delivery, name or MC# on the side of the truck is different from what was given at the time of booking the load etc. etc., it will be substantially more difficult to attain detention.

9) Detention will be compensated at rate per hour of \$25/hour after the first two hours.

10) Layover will be compensated at a rate of \$250 per occurrence. Layover will be termed as total compensation for failure to load or unload the trailer in a timely manner and thus forcing the carrier to layover to the following calendar day. 11) Truck-order-not-used (TONU): Will be issued once the truck has been booked, dispatched, Trucker Tools Tracking has been accepted and the carrier/driver is in transit to the shipper. If the truck is not in transit to the shipper, no TONU will be paid. A standard TONU issued by Mega Corp Logistics will be \$250.

REJECTIONS AND RE-DELIVERY

1A. In the event where product is rejected at a receiver for reasons other than what the carrier can be held liable for i.e., temperature control issues, product shifting etc. Mega Corp Logistics will attempt to find a new receiver within a reasonable amount of time, typically no more than 48 hours and generally not to exceed 72 hours. The carrier MUST deliver the product to the new location provided. The rate for redelivery of the rejected product will be the number of miles from the address of the rejected product to the address of the new receiver multiplied by 2.00. We will use Google Maps to calculate the miles. Plus, a \$75 extra drop fee. For example, if the load gets rejected at receiver A and resold to receiver B and using google maps, we calculate the distance between receiver A address and receiver B address to be 67.8 miles. We will multiply the number of miles by 2.00. Therefore, in the above provided example, we will pay \$135.60 dollars in an out of route mile fee. In addition to that, we will pay a \$75-dollar extra drop fee. A layover fee of \$250 will be paid for each calendar day after the date of delivery that the product is on the truck, a disposition is not provided, and a dump/donate order has not been given.

1B. If the carrier refuses to deliver the product for the amount detailed in paragraph 1A and MegaCorp is forced to transload, cross dock or repower the product to complete the re-delivery, any fees for services at the cross dock/transloading facility and cost of delivering the product on a new truck will be deducted from the original carrier's rate. The original carrier will NOT be entitled to any compensation in accordance with the costs outlined in the above paragraph 1A or the above section entitled DETENTION, LAYOVER, AND TRUCK ORDER NOT USED (TONU) if Mega Corp is forced to cross dock, transload, or re-power the load. If the cost of the re-power, cross-docking and transloading is more than the original rate agreed upon, MCL will pursue the additional monies owed from the original carrier on the load.

1C. If the carrier refuses to either re-deliver the product under the above listed terms in paragraph 1A, or if the carrier refuses to allow Mega Corp Logistics to either cross dock, transload or re-power the shipment as detailed in section 1B listed above Mega Corp Logistics will consider the carrier and or driver hostile, the load will be deemed hostage, and the carrier and or driver will be held responsible for all costs associated with the "original invoiceable amount" of the product. The "original invoiceable amount" will be termed as the amount that the customer originally billed the vendor for what was shipped in accordance with the correlating bill of lading.

1D. If unable to find a new disposition for the product and the carrier receives confirmation from Mega Corp Logistics in writing that the carrier and or driver need to either dump or donate the product, the carrier is responsible for finding a donation and/or dump site that will legally accept the product. Mega Corp Logistics, nor any party that has interest in the transit and final disposition of the load will be held liable for any cost associated with either the donation and or dumping of the product. Mega Corp Logistics will assist in finding a location to donate the product. However, if Mega Corp Logistics is unable to find a location to either donate or dump the product the carrier is responsible for legally disposing of all products on the truck. An attempt will be made to assist the carrier/driver with the task of dumping or donating the product. As general rule, the dumping of product at a disposal facility will typically incur a cost. Donation of product typically does not. Thus, the carrier and or driver should make every effort to find a facility to donate the product prior to finding a dump location. I.e., If the rejected product is tomatoes, the carrier and or driver should call local food banks, churches, and other non-profits in the area that may accept the tomatoes and re-distribute for free before contacting a dump facility. If a dump facility needs to be used Mega Corp will assist in the cost of the dump. However, the amount that Mega Corp may or may not be willing to pay is left to the discretion of Mega Corp and will be determined on a case-by-case basis.

****If any instruction above fails to meet requirements there will penalties/fines of up to 100% of the entire truck pay, dependent on circumstance****

*******DO NOT BREAK SEAL*******

All Carriers who pickup product on behalf of MegaCorp Logistics, are required to assume all responsibilities for the freight on the trailer as well the full value of the freight during the transit time. If you have questions pertaining to the value of a MegaCorp Logistics load, please contact your MegaCorp Account Manager for details prior to picking up the load.

This rate confirmation is an agreement between MegaCorp Logistics and carrier hired to haul the stated Load at the indicated rate. This load is not to be dispatched or double brokered. **All accessorial charges must have prior authorization.** Carrier must notify broker 1 hour before detention begins to accrue. Detention is on a per load basis and the carrier must get the agreed amount in writing. Truck ordered not used (TONU) fees will not be paid unless the driver has been dispatched by a MegaCorp Account manager. Any additional charges must appear on a revised rate confirmation sheet. This load/rate confirmation is inclusive of all charges and supersedes any tariff and/or any schedule of rates of Carrier. Carrier's use of pro-stickers or any other shipping document showing rates shall be void.

***Carrier or its agent certifies that any TRU Equipment furnished will be in compliance with in-use requirements of California's TRU regulations. (has to do with air resources/regulations)

TERMS AND CONDITIONS

1. This load/rate confirmation is incorporated by reference into the Broker/Carrier Agreement and any revisions between the parties.
2. Drivers assigned to deliver the freight must have sufficient hours of service to comply with applicable FMCSA hours of service regulations.
3. All drivers are required to check call everyday (including Sat. Sun. and Holidays) between 8:00 AM and 9:00 AM eastern time.
4. Seals should be noted and signed on BOLs. When load is sealed, the driver/carrier cannot break any seal, or there will be a claim charged to the carrier. Driver must have a minimum of 2 load locks to secure the load. After hours, drivers are required to inspect load before truck is legally sealed. Do NOT break seal.
5. Trucker Tools and/or Fourkites GPS Tracking is a requirement for all carriers.
6. Carrier/driver is responsible for loading properly. The load must be secured prior to leaving the facility. All issues should be noted on the BOLs. If BOLs state overages, shortages, or damages, do not leave the receiver without calling MegaCorp. Carrier will be responsible for any OS&Ds not reported. Contact MegaCorp immediately if any concerns.
7. In-order to satisfy the specifications of the shipper, consignee, or beneficial owner of the freight any information supplied by the broker verbally or in writing may include but is not limited to routes, pick- up and delivery times, dates, special freight handling requirements such as bracing and blocking, dimensions, and weight.
8. The carrier assumes full responsibility for the means and manner of loading with securing the freight and the conduct and performance of its driver. In the event a shipper denies carrier access to the loading process or observation of process the bill of lading shall be marked (SLC) shipper load and count. Only in this event the carrier shall not be liable for any cargo damage that resulted in improper loading by the shipper.
9. All drivers are subject to direction, control, and supervision of carrier/dispatcher and not the Broker.
10. Once a load is delivered in full, the carrier is responsible for immediately supplying the broker with the receiver signed BOLs.
11. As a matter of due diligence, if any vehicle being used by Carrier is not 100% wholly owned, upon request by Broker and prior to transporting any freight hereunder, Carrier will furnish a copy of the lease agreement or rental agreement between both parties, the last four digits of the truck's vehicle identification number, as well as proof of insurance for said truck.
12. By signing this load/rate confirmation agreement (and/or transporting the shipment, even if it is not signed), the rate price above shall be final.
13. All carriers hauling produce commodities must pulp product if shipper allows driver to do so. If any temperature differentials of **plus (+) 2** degree or minus (-) 2 degrees, the driver must report the temperature immediately to a MegaCorp broker. (all reefer loads must have a downloadable trailer)

FUEL INFORMATION

1. Advances are limited to 40% of the line haul rate, not to exceed \$3000 and no more than \$1000 per 24-hour period.
2. A fee of \$35.00 for all fuel advances will be deducted from your invoice for each fuel advance.

ACCOUNTING INFORMATION

1. A fee of \$7.50 per pallet will be charged on loads that the carrier is responsible to supply pallets for exchange, and they do not.
2. If a lump sum fee is added to the rate sheet it is only an **estimate** and is not **IN ADDITION** to the flat rate.
3. A restack will need prior approval from the broker and pictures provided immediately. If procedure is not followed, carrier may risk restack fee not being reimbursed.
4. All quick pay fees are subject to change at any time without prior notification. If you are quick pay options in your set-up packet and are currently set-up as a quick pay carrier, email your paperwork to quickpay@megacorplogistics.com or fax it to 859-538-3281.
5. To process a normal payment (30 days), the paperwork including your **invoice, BOLs** and any **accessorial fees** related to the load needs to be submitted within **2 weeks** unless otherwise noted under Special Instructions. The BOLs must be legible and full pages. If an advance for unloading is issued and the receipt/receipts are not provided with your invoice and BOLs this will result in a short payment. Email your paperwork to ap@megacorplogistics.com in PDF format or fax it to 859.538.1673
6. If original BOLs are required, please mail paperwork to MegaCorp Logistics, PO Box 1050, Wrightsville Beach, NC 28480. Physical address for overnight delivery, 1011 Ashes Drive, Wilmington, NC 28401.
7. If you do not have access to email documents, they may be sent to Transflo. Transflo is available at most major truck stops. A convenience fee of \$3.00 will be deducted from your final payment for each instance that Transflo is used within each load. Please use our code, "MGPG" to send documents using Transflo.
8. As a courtesy we have auto generated emails that will inform you if paperwork is missing and we also have a web portal that you can access to view your loads and the paperwork on file. You can upload to our web portal any missing paperwork.
Close out date is 30 days. <https://megaweblite.megacorplogistics.com/Account/RequestCarrierAccess>.

****Please sign and return by email or fax (859) 538-3347) a copy of this rate confirmation to MegaCorp Logistics, LLC indicating your agreement with these terms. If not returned by the time the freight is pickup, you agree to be bound by these terms.

****IMMEDIATELY FAX A COPY OF THIS SIGNED CONFIRMATION TO (859) 538-3325****

Dalton Mizell

MCL REPRESENTATIVE SIGNATURE

CARRIER REPRESENTATIVE SIGNATURE

"Our goal at MegaCorp is to be your #1 Broker. We want you to have the best experience and we would like you to consider reloading with us. If you have any questions or concerns. please contact our Carrier Services Department at carrier.services@megacorplogistics.com or 910.332.0820 ext. 1234.

Bill of Lading

Ship To:
Big R of Clovis
2811 N Prince Street
Clovis, NM 88101
575-825-1963

Bill To:	
Mid-States	

[illegible]

WWP Shipping Personnel:

Carrier Signature:

Receiving Personnel Print Name:

Receiving Personnel Sign Name: _____

Store # or Name: Big L #38

Comments: **ALL TRUCKS ARE REQUIRED TO CALL THE DELIVERY LOCATION ONCE THEY ARE LOADED & READY TO LEAVE THE PICK UP LOCATION**

12/19/2024 10:57