



# INVOICE

**BILL TO:**  
KING OF FREIGHT LLC  
605 S WICHITA  
WICHITA, KS 67202

**INVOICE DATE:** 01/17/2025  
**INVOICE #:** B73228  
**TERMS:** NET 30  
**DUE DATE:** 02/17/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
01/15/2025		8625 MT Highway 91 S, Dillon, MT 59725 - 1920 Ave K, Bay City, TX 77414			
		Freight Income	1	\$3,800.00	\$3,800.00

<b>TOTAL</b>
\$3,800.00

**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**

# ATTENTION!

King of Freight will no longer be processing bills or billing related documents via email!

**IF ALL OF THE NECESSARY PAPERWORK IS NOT UPLOADED TO KOF's WEBSITE  
WITHIN 2 BUSINESS DAYS AFTER DELIVERY, RATE MAY BE SUBJECT TO A 25%  
REDUCTION!**

Not receiving the necessary paperwork on-time causes King of Freight to extend larger credit lines and hurts our relationship with the customer, as it delays invoicing.

We have created an upload portal at [www.kingsoffreight.com/bol\\_upload](http://www.kingsoffreight.com/bol_upload) for you to submit BOLs or other related documents.

Unless the Rate Confirmation states otherwise, DO NOT send required documents via e-mail or standard mail, as all bills and/or required paperwork must be submitted through our website or you will not receive payment for this load!

If you have any questions or if you need assistance please contact your broker  
DEREK DIAL:

Business Phone: 316-530-5375

Mobile Phone: 316-214-9012

Office at 316-440-4723 - Press 1 for Accounting or Press 2 for Dispatch

Thank you for doing business with King of Freight!

# KING OF FREIGHT THIRD PARTY BROKERAGE

## Carrier Rate Confirmation for RIKI TRANSPORTATION INC

**IMPORTANT! BOL Upload Key:'X77-S3T'**

Order #: 2688726	Type of Truck: Van
Carrier: RIKI TRANSPORTATION INC	MC #: 086875
Pick Date: 01/14/25	Delivery Date: 01/16/25
Pick Time: 12:00:00 MST	Delivery Time: 08:00:00 CST
PO #: P4333	Cost information on signature page
PU #: 521218	Term: 30 days after receiving proof of delivery

**Weight: 43,300 LBS.**

### Shipping From Address

Barretts Warehouse  
8625 MT Highway 91 S  
DILLON, MT 59725  
406-683-3300 follow prompt for directions

### Shipping To Address

SMI- Barretts Minerals  
1920 Ave K  
BAY CITY, TX 77414  
Scott Cheek 9792455547

### Below is who King of Freight is paying for carrier services (PAYEE):

Compass Funding Solutions  
PO Box 205154  
Dallas, TX 75320-5154

### Commodity, Dimensions, and Weight:

Palletized minerals. 43300lbs

### Shipping Instruction Requirements

\*Below is a list of the shipment requirements per load basis provided by our customer to King of Freight. King of Freight is a third party freight brokerage between our customer and the carrier for this shipment. Failure to meet these requirements could result in a penalty.

#### READ THIS PAPERWORK

- Full load of palletized minerals
- TRAILER MUST BE SWEEPED OUT PRIOR TO LOADING IF DIRTY. LOAD IS CLEAN AND DRY.
- No more than 43300 lbs total
- Must be fully secured
- Driver must be on time for delivery. 12pm 12/30/24 or earlier
- Missed appointments or delayed deliveries can result in rate-reduction at customers discretion. On time delivery is critical.

ANY ISSUES ARE TO BE REPORTED DIRECTLY TO DEREK DIAL-ACCOUNT MANAGER  
316-530-5375/316-214-9012

IMPORTANT IF THE LOAD REQUIRES SPECIFIC EQUIPMENT, IT MUST BE USED. THE DRIVER MUST LOAD THE AGREED UPON WEIGHT/PICKUP NUMBERS AT ALL PICKUP LOCATIONS AND MEET THE PICKUP AND DELIVERY

APPT TIMES. IT IS DRIVERS RESPONSIBILITY TO HAVE ALL PAGES OF BOL SIGNED AND TURNED IN. IF ALL PAGES ARE NOT SIGNED AND TURNED IN, PAYMENT WILL BE HELD AND IT WILL BE CARRIERS RESPONSIBILITY TO OBTAIN AND SUBMIT NECESSARY PAPERWORK. IT IS DRIVERS RESPONSIBILITY TO DELIVER MATERIAL TO ALL LOCATIONS AS LISTED ON BOL UNLESS LISTED OTHERWISE ON THIS RATE CONTRACT. KING OF FREIGHT DOES NOT PAY DETENTION, TONU FEES, OR LAYOVERS, BUT WILL ADDRESS ALL ISSUES WITH OUR CUSTOMER ON A CASE BY CASE BASIS. FAILURE TO MEET ANY OF THE AFOREMENTIONED IS SUBJECT TO RATE DEDUCTION AT CUSTOMERS DISCRETION.

## **Carrier Agreement Terms and Conditions**

1. Carrier agrees it is a motor carrier engaged in the transportation of goods for compensation. Carrier further agrees it is in good standing with state and federal agencies that govern its conduct, it has authority to operate as a motor carrier, it meets all insurance requirements for the shipment, and it is able to safely haul the commodity listed on the product description.
2. Carrier agrees KOF is not a motor carrier, but has provided brokerage services related to the shipment. These services may include selling or otherwise arranging for transportation of the shipment by the Carrier for compensation. Carrier acknowledges that KOF, at no time, will take possession of the shipment or transport it.
3. Carrier agrees that an authorized Carrier representative has read and agrees to the terms of King of Freight's ('KOF') Motor Carrier/Broker Agreement located on KOF's website home page. The link for the Motor Carrier/Broker Agreement can be found on the front page. Scroll down the page to the tabs in the middle and the link for the 'Carrier/Broker Agreement' is below 'Submit BOL \*New\*'. This Rate Confirmation constitutes an addendum to that Agreement. Unless the Carrier provides KOF with written objections to its terms, prior to accepting shipment, at the earlier of within twenty-four (24) hours of receipt or upon work being initiated, Carrier is deemed to have agreed to the terms in the Carrier/Broker Agreement and in this Rate Confirmation.
4. KOF agrees to pay the rates and charges shown below and no different tariff rate or schedule of rates apply.
5. This rate is contingent upon successful and on-time completion of all load terms presented to Carrier and rate may be subject to reduction if carrier fails to complete any shipment terms and conditions. Rate may be reduced if load picks up or delivers after originally scheduled time and date. Failure to haul the contracted weight may result in a rate deduction. If Carrier cancels a load that has already been tendered, Carrier can be subject to a reduction up to \$250. Failure to adhere to any term or condition may also result in Carrier being reported to online loadboards, such as Internet Truckstop, DATS, etc.
6. Carrier agrees that it will not re-broker, assign, subcontract, or interline shipments without KOF's prior written consent and that if Carrier violates this provision Carrier forfeits its right to be paid for the transportation services in this Rate Confirmation. King of Freight reserves the right to require the Carrier to produce Elogs in cases where re-brokering or subcontracting is suspected in order to be paid for transportation services.
7. Carrier assumes responsibility and is liable for any loss or damage to the shipment or related to or arising out of the transportation of this shipment.
8. Accessorial charges (including but not limited to labor, detention, and/or layover charges) must be authorized and approved prior to or at time of occurrence. KOF will not provide any reimbursement of any non, prior-approved accessorial charges. The Carrier is liable for labor charges, facility charges, crane charges and/or any other loss which is the result of Carrier missing a pickup or delivery appointment time. Carrier shall ensure the bill of lading is notated either when handling is required or when detention occurs, that the Carrier obtains applicable receipts, and that both the bill of lading and receipts are included as supporting documents with the Carrier's invoice. All overage, shortage, and damage must be reported to KOF immediately, at time of occurrence, and noted on the bill of lading.
9. KOF's Customer requires that Carrier provide tracking updates for this shipment, through KOF, around the following events: arrival at and departure from Shipper(s) within thirty (30) minutes of occurrence; a minimum of one check call per day, prior to 10:00am, each day that Carrier is in possession of this shipment; and arrival at and departure from Receiver(s) within thirty (30) minutes of occurrence. Any problems or issues with the shipment must immediately be reported to KOF.
10. If Carrier is able to deliver, but refuses to deliver a shipment by the suggested delivery date and time, Carrier agrees to pay KOF a minimum penalty of \$50 for every hour after the suggested delivery time that the Carrier refuses to deliver the shipment. If the Carrier holds a load in transit hostage and/or demands King of Freight send a new rate confirmation under duress the carrier forfeits its right to be paid for the transportation services in this Rate Confirmation.
11. If there is damage to the cargo or other property, Carrier agrees to promptly assist and comply with all reasonable requests made by KOF and/or its authorized representatives with respect to their investigation of the damage comply with all reasonable claim requests from KOF. In such an instance, Carrier also agrees that KOF may reduce the rate to offset damages. Carrier acknowledges that it is subject to suit for damage or loss to any cargo while the cargo is in Carrier's custody or control. Carrier agrees that any legal proceeding arising out of or in connection with this shipment shall be brought exclusively in the Sedgwick County District Court of Kansas or the United States District Court for the District of Kansas at Wichita, Kansas, and that the laws of the State of Kansas will apply.
12. If any legal action, arbitration, or other proceeding is brought by KOF against Carrier related to or arising out of the transportation of this shipment, the other transportation services provided by Carrier, or to otherwise enforce the provisions of this Agreement, KOF shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration, or other proceeding if it shall prevail, in addition to any other relief to which KOF may be entitled. KOF will only be entitled to such attorneys' fees and other costs if the amount of the judgment entered in favor of KOF in such action, arbitration, or other proceeding is in excess of the last tender made by the Carrier prior to the commencement of the action, arbitration, or other proceeding in which the judgment is rendered.
13. Pursuant to the parties Motor Carrier/Broker Agreement, Carrier will provide an amount of active cargo insurance coverage sufficient to cover the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude from coverage any commodities or cargo carried on this order. If Carrier's cargo insurance policy contains a schedule of covered vehicles, Carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on Carrier's cargo insurance policy.
14. Carrier authorizes Broker to offset the full amount of any claim with all monies owed to the carrier.
15. In the event that any provision in or obligation under this Agreement shall be deemed invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of other provisions in, or obligations under, this Agreement shall not in any way be affected or impaired thereby.
16. King of Freight does not pay detention, layover, or truck order not used (TONU) fees, but will address with customer on a case-by-case basis.
17. By accepting this load, you consent to the disclosure of your name and revenue data from KOF on the KOF Carrier Loadboard.
18. Failure to abide by any of the terms and conditions in this agreement may result in a deduction or penalty added.

**IMPORTANT NOTICE**

If your name is not on "PAYEE," you will not get paid for this load. If you are a factoring company and do not see your company name as "PAYEE," please contact KOF for a new rate confirmation. If a rate contract requires original copies, you need to mail the original copies to KOF.

**Billing Instructions**

**\*\*\*KOF now has an online billing system in order to invoice us and receive payment\*\*\***

1. To receive payment, please submit the Bill of Lading ('BOL') and any other documentation requested on the rate confirmation or by King of Freight ('KOF') (i.e Scale Tickets, Weight Tickets, etc.).
2. The link for 'Submit BOL' can be found on our homepage ([www.kingsoffreight.com](http://www.kingsoffreight.com)) by scrolling down to the tabs in the middle of the page.
3. You will first need to enter the order number and then enter the BOL Upload Key found on the Rate Confirmation.
4. Next, attach the BOL and any other required documentation by clicking 'Choose File' and selecting the file. DO NOT Upload this Rate Confirmation with the BOL and Other Documents.
5. Lastly, enter an email address that you would like the acknowledgment of receipt to be sent to, verifying the upload was successful.

**RIKI TRANSPORTATION INC**

**Cost: \$3800**

Print Name: Luke Miche

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Thank You for doing business with King of Freight! Please Bill Hard Copy to:**

**KING OF FREIGHT THIRD PARTY BROKERAGE  
P.O. BOX 49170  
Wichita, KS 67201**

**Broker: DEREK DIAL Business Phone: 316-530-5375 Mobile Phone: 316-214-9012 E-mail: [DDIAL@KINGOFFREIGHT.COM](mailto:DDIAL@KINGOFFREIGHT.COM)  
For Assistance call 316-440-4723 and Press 1 for Accounting or Press 2 for Dispatch**

**\*You must still submit required paperwork through our website ([www.kingsoffreight.com](http://www.kingsoffreight.com)), even if hard copy is mailed to address above.**



## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request, or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with, any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon the accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignee or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instruction within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and

expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods by Sea Act" and any other pertinent laws applicable to water carriers.



# UNIFORM STRAIGHT BILL OF LADING-ORIGINAL-NOT NEGOTIABLE

Agent's No. 8511469

BA1-1350

TRUCK

CARRIER RECEIVED, subject to the classifications and tariffs in effect on the date of this Bill of Lading,

**Barretts**  
MINERALS

at Dillon, MT-1350

From

1/15/2025

DATE

No property described herein is to be transported except as noted (package or container of contents of package unknown), marked, consigned, and classified as shown below, which said company (the word company being understood throughout this contract as meaning the person or corporation in possession of the bill of lading at the time of its issuance) warrants that it is a duly licensed carrier under the laws of the State of Montana and is authorized to perform the service herein described. The carrier shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted by himself and his assigns.

CONSIGNEE  
TO AND  
DESTINATION  
BAY CITY BARRETT'S  
1920 AVENUE K  
BAY CITY TX 77414

PREPAID

Sch. Ship Dt: 1/15/2025  
Sch. Arriv Dt: 1/15/2025

NAME OF CARRIER:

Car or Vehicle Initials & No.

DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS

Delivering Carrier

PACKAGES

OR DATE

WEIGHT IN LBS  
(SUB. TO CDS)

THIS IS TO CERTIFY that the above described commodity, weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy and is duly licensed by the State of Montana, and is subject to the rules and regulations of the Montana Department of Food and Agriculture.

The shipper hereby certifies that the above described commodity is to be delivered to the consignee without payment of freight and at other lawful charges.

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1350: BARRETT'S WAREHOUSE  
BARRETT'S MINERALS INC. 8625 MT. HIGHWAY 91 SOUTH  
DILLON, MT 59725-9642

EMERGENCY CONTACT - CHEMTREC (800) 424-9300

Shipper's Import in lieu of stamp; not a part of bill of lading approved by the Department of Transportation.  
NOTE: Where the rate is dependent of value, shipper's are required to state specifically in writing the agreed or declared value of the property at hereby specifically stated to be not exceeding.

Shipper, Per

Permanent address of shipper

Agent, Per

4358-4318

Date  
Time  
IN  
OUT  
Driver Signature  
Carrier  
Vehicle License No.  
Trailer License No.  
Trailer License No.

Gr Wgt 43,323  
Tare Wgt 1,323  
Net Wgt 42,000

1/17/25