

# **INVOICE**

BILL TO: COYOTE LOGISTICS LLC 2545 W. DIVERSEY AVENUE CHICAGO, IL 60647 INVOICE DATE: 02/17/2025 INVOICE #: B77386 TERMS: NET 30 DUE DATE: 03/17/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
02/14/2025	02/14/2025 28063 Essex Ave, Tomah, WI 54660 - 1 FEDERAL ST, Yonkers, NY 10705				
		Freight Income	1	\$3,200.00	\$3,200.00
		Layover	1	\$200.00	\$200.00

TOTAL	
\$3,400.00	

#### 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



# Rate Confirmation Cal Load 32872852

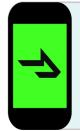
Send invoices to:
CarrierInvoices@coyote.com
960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005

877-6COYOTE (877-626-9683)

Cust Requirements					
Equipment	Van, 53'				
Pre Cooled Temp	None				
Load Temp	None				
Tarps	Undefined				
Value	\$100,000				

# **Booked By**

Jared Soderholm Jared.Soderholm@coyote.com Phone: +1 (773) 365 6497 x2228 Fax: +1 (773) 365 7804



## Get CoyoteGO Today!

- Dispatch
- · Send updates
- Check in
- Submit paperwork

Available for Android or iPhone, at App Store or Google Play

## Load Requirements

Tech Tracking Required Seal

## **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, any citations/expenses incurred due to the equipment and/or shipment weight will be the carrier's sole responsibility. Carrier must meet and comply to 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, BRZ agrees to the terms and conditions set forth below and provided herewith, if any.



# **Rate Confirmation**

# Load 32872852

# Stop 1: Pick Up

Pick Up 60255676 Numbers

Confirmation None Numbers

Facility Americold- OceanSpray

Address 28063 Essex Ave Tomah, WI 54660

Contact None

Phone +1 (715) 884 3513

Appointment Scheduled For Fri 02/14/2025

Driver Work
No Touch

at 11:00

SLIC N/A **Facility Notes** 

- --Driver MUST have valid inspection sticker AND valid drivers license
- -- If loading with a reefer, drain plugs are required
- --Trailer MUST be FOOD GRADE with no missing rivets/clean/dry/no holes/odor/debris or will be rejected!
- --Driver MUST sweep out BEFORE arriving to shipper or will be rejected
- Driver should NOT load if OTD is at risk due to loading delays! Must have new delivery appt. No TONU if missed appt.
- --NO PETS allowed outside of cab on facilities property.
- SEAL FROM SHIPPER REQUIRED
- Eligible for detention after two hours
   Must notify Coyote 30 mins prior to hitting detention
- -Paperwork with arrival and departure times, signed/notated by the facility, is required
- -Lumper receipts must turned in within 48 hours
- -Must request detention within 24 hours from delivered date/time
- --Driver MUST be on GPS tracking!
- --Driver cell phone number required

# Stop 1 Requirements

N/A

Commodity Exp Wt Pieces

Food Products 42,000 Lbs 12



# **Rate Confirmation**

# Load 32872852

## Stop 2: Delivery

Delivery 84094408 Numbers

Numbers

Confirmation None Numbers

Facility Domino Sugar Yonkers Refinery

Address 1 FEDERAL ST Yonkers, NY 10705

Contact John DeQuatro Phone +1 (914) 709 8043 Appointment Scheduled For

Mon 02/17/2025 at 07:00

Driver Work
No Touch

SLIC N/A **Facility Notes** 

Late fees may be assessed by the consignee. Carrier will be responsible for any late fees charged

\$100 fine if delivered early/late to any Walmart or Sams location

\$250 fine if carrier attempts to directly change delivery for Walmart or Sams location

Lumper receipts must turned in within 48 hours

- --Driver MUST be on GPS tracking!
  --Driver CANNOT break the seal under any circumstance! Could result in immediate claim
- Driver should NOT load if OTD is at risk due to loading delays! Must have new delivery appt. No TONU if missed appt.

## Stop 2 Requirements

Carrier Cannot Contact Facility

Commodity Exp Wt Pieces

Food Products 42,000 Lbs 12

Charges

 Description
 Units
 Per
 Amount

 Fuel Surcharge
 1043.00
 \$0.450
 \$469.35

 Flat Rate
 1.00
 \$2,730.650
 \$2,730.65

Total USD \$3.200.00

Contact

Send invoices to: 960 Northpoint Parkway Suite 150

\$2,730.65 Alpharetta, GA 30005

Please contact Coyote at 877-626-9683 if the charges are incorrect.

# Agreement

Carrier Riki Transportation Inc

USDOT 3119062

Phone +1 (708) 303 5150 Email shawn@rtbrz.com

Fax None

Broker Coyote Logistics, LLC

Rep Jared Soderholm

Title Sales Rep

Phone +1 (773) 365 6497 x2228

Fax +1 (773) 365 7804

Date 02/12/2025 14:40

# Load 32872852

Name and Title (Print)

Signature

Date

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

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

Coyote Logistics, LLC is an Equal Opportunity Employer

#### **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 BRZ is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Shawn of BRZ hereafter referred to as CARRIER, dated 02/12/2025.

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 ASR Group / American Sugar Refining, Inc.

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

Pickups and deliveries must be made by appointment and/or within specific time windows. The policy for each Shipper location that is in effect on the date of a shipment is the version of the policy that applies to that shipment. By accepting a shipment, Carrier shall comply with such time requirements as may be specified in dispatch instructions. Additional costs or expenses for failure of Carrier to meet these time requirements, including detention and redelivery expenses, as well and the additional costs incurred by receiver and charged to Shipper or Carrier for staffing personnel to receive the shipment late, will be at Carrier's risk and expense. Carrier shall immediately advise Broker who shall immediately advise Shipper in the event it anticipates that it will miss a delivery window.

In the event of an alleged or actual product contamination issue or claim or investigation regarding same, Carrier shall make all trailer(s) Shipper deems relevant to the issue, claim or investigation available for inspection by Shipper or its agent, contractor or representative, within twenty-four (24) hours of Shipper's request for such inspection, and shall take no action which will alter the condition of the trailer(s) subsequent to the notice from Shipper. Shipper may, upon the occurrence of a freight loss and/or damage due to contamination or somesimilar event, require from Carrier all records and documents relating to the subject trailer's use for a period of thirty (30) days prior to its service to Shipper, including, without limitation, documents identifying products transported, trailer cleaning, shippers and consignees, which Broker will assist Shipper in obtaining.

Carrier shall comply with Shipper's safety and security policies, procedures, rules and regulations applicable at Shipper's facilities (including, to the extent necessary, safety training for Carrier's drivers or other employees) in effect as of the date of shipment.

At the time each shipment is received by Carrier from Shipper, Shipper may provide instructions concerning all handling, securing and product or freight protection requirements of each shipment, including specifications noted on the bill of lading or otherwise. Notwithstanding the foregoing, when Carrier performs the loading of the freight, Carrier is responsible for inspecting all shipments tendered prior to loading to determine whether a shipment is:

- i. In apparent good order and condition and in the correct quantities, to the extent that such is ascertainable through a visual examination of the exterior or packaging of the Goods shipped, and, in the event that they are not, Carrier will contact Broker/Shipper for further instructions.
- ii. Suitable for transportation and ensuring that all freight is properly loaded, rigged, blocked and braced for transportation.
- iii. Acceptance of such a shipment by Carrier will be certification of the quantity and condition that the shipment is properly loaded and secured, protected against potential damage or loss, and meets all criteria for safe and lawful transportation.

Once loaded, Carrier will not break the seal of a shipment except as provided in this subsection. Carrier agrees that if a seal is broken and an inspection made by anagent of a body politic, its operator or other representative will take all reasonable steps to secure the count, safety, and integrity of the Goods. These steps will include requesting that the body politic reseal the trailer and/or make appropriate notation on the freight documentation form. Carrier may break the seal on a trailer if, upon Carrier's reasonable determination or that of its operator or other representative, it becomes reasonably necessary to do so to inspect, reposition, or protect the lading or Carrier's equipment or to comply with federal, state, municipal, or provincial laws, rules, and regulations. If Carrier breaks a seal, it must document that the seal was broken, the reason it was broken, the condition of the Goods when the seal was broken, affix a new sealand note any change in the condition of the Goods, and document the new seal number on the Bill of Lading and Broker will communicate the information to Shipper. Due to the nature of the Goods, a broken seal may lead to a total loss of the Goods without salvage.

Carrier shall immediately advise Broker in the event of delay in the carriage of any shipment that it anticipates will cause

it to miss a delivery window.

In addition to the requirements below referring to the Sanitary Transport Rule, Carrier shall maintain all equipment used by it hereunder in good, safe, clean and lawful operating condition at all times. Carrier's equipment used to transport Shipper's Goods shall be odor-free, dry, and free of contamination and infestation, and shall otherwise meet Shipper's standards of acceptability, sanitation and cleanliness for the specific Goods to be transported. Carrier agrees that no trailer or other vehicle which transports Goods for Shipper shall ever have been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous, or any toxic, noxious or odiferous substances.

To the extent that the Food Safety Modernization Act rule on Sanitary Transportation of Human and Animal Food (the "Sanitary Transport Rule") applies to Shipper or Carrier for a particular movement of Goods. Carrier shall ensure that it and its employees, agents, contractors or other representatives ("Representatives") comply with the Sanitary Transport Rule. Consistent with the Sanitary Transport Rule and 21 CFR 1.908, Carrier assumes all responsibilities of the shipper under the Sanitary Transport Rule with respect all shipments tendered to it while such shipments are in the care, custody or control of Carrier.

Carrier shall ensure that its drivers and any Representatives that transport, handle, tender or otherwise perform any services as contemplated hereunder with respect to the Goods ("Food Handlers") are trained and experienced in the handling of all Goods. Carrier shall assign responsibility for ensuring adherence to product safety requirements, including without limitation requirements for sanitation and temperature control, to competent supervisory personnel.

Carrier shall develop, implement, and maintain written policies and standard operating procedures to ensure that any Goods do not become unsafe during transportation (as contemplated under the Sanitary Transport Rule) ("<u>Carrier SOPs</u>"). Carrier SOPs shall include, without limitation:

- (i) All necessary sanitary specifications for Carrier's vehicles and transportation equipment, including any design specifications and cleaning procedures, and any specific sanitary requirements as provided by Shipper (or its designee(s));
- (ii) Where product requires temperature control for safety, an operating temperature for the transportation operation and, where necessary, any requirements for pre- cooling as provided by Shipper (or its designee(s)); and

Carrier shall conduct all transportation operations under appropriate conditions and controls to prevent any Goods from becoming unsafe during transportation. Carrier shall take measures including the following:

- a. Segregation, isolation, or the use of packaging to protect food from contamination by raw foods and nonfood items in the same load;
- b. Segregation, isolation, or other protective measures, such as hand-washing, to protect food transported in bulk vehicles (for bulk carriers only) or food not completely enclosed by a container from contamination, including from previous cargo, and cross-contact during transportation operations;
- c. Ensuring that food that requires temperature control for safety istransported under adequate temperature controls; and
- d. The mention of particular measures here and not others shall notrelieve Carrier from taking such other measures as may be required by the circumstances.

Carrier is responsible for ensuring that Food Handlers comply with all Carrier SOPs and any additional written procedures, instructions and other information providedby Shipper (or its designee(s)).

Carrier shall provide Broker with a written copy of all Carrier SOPs and from time to time whenever making any updates, modification or revisions to such Carrier SOPs.

Carrier acknowledges and agrees that it is carrying food products and that a broken seal, an open container, an inability to verify that temperature control was maintained throughout a trip, or any other event that might call into question whether food safety was compromised including without limitation an inability to demonstrate compliance with any provision of applicable law, including the Sanitary Transport Rule, will give rise to a total loss of that shipment.

Damaged Goods, at Shipper's sole discretion, will be salvaged where possible and when the product permits it. For Goods that can be salvaged, Shipper will retake the Goods and pay to Broker the then current raw sugar rate, less: (i) all freight charges paid or that would have been paid; (ii) any cost of recovery of the Goods; and (iii) a reprocessing fee.

Carrier agrees and acknowledges that damage to retail packaging of consumer Goods bearing Shipper's name or trademark may make the Goods unsaleable and essentially worthless. Shipper may take reasonable measures to make such damaged Goods saleable (by reprocessing the product) if this can be done at reasonable expense, but shall have the right to destroy or dispose of such Goods.

Carrier agrees and acknowledges that proximity of the Goods to smoke and strong odors may contaminate the Goods and such Goods will be considered damaged without the possibility of salvage.

#### **Motor Carriers Policies And Procedures**

Shipper reserves the right to perform an inspection (the "<u>Inspection</u>") on any vehicles andtrailers (each a "<u>Truck</u>") prior to loading at Shipper's facilities. If an Inspection is conducted, Shipper may visually assess the Truck for structural integrity, internal cleanliness, any noticeableodors, and foreign material debris (to the extent such areas are not blocked or inaccessible because of existing freight).

Shipper reserves the right, but does not have the obligation, to reject a Truck that:

- Does not pass Inspection;
- Has been otherwise determined to be unfit for loading by Shipper personnel;
- The total gross weight of buyer's Truck, plus all freight is within 5,000 pounds of the legal limit for transit if the loading point does not have a truckscale to verify gross vehicle weight; or
- Arrives without a seal, broken seal, or improper documentation of seal breakage/application.

Less-Than-Truckload (Ltl) Policies and Procedures

With respect to Less Than Truckload ("<u>LTL</u>") transportation for Shipper, the following requirements apply:

- 1. Where Trucks arrive containing other freight, presentation of a bill of lading identifying allloaded freight in order to ascertain to the extent feasible from a visual review that the loaded freight is:
  - (a) Consistent with the bill of lading;
  - (b) Compatible with Goods to be loaded (no chemicals, no poison, no hazmat, no pesticides, nothing toxic, etc.); and
  - (c) Is not an odor creating commodity (such as tires, spices, coffee, fuels, etc.).
- 2. Shipper does not require LTL Goods to be placed in a sealed trailer or box, however Shipper's Goods must be locked in the trailer or box whenever not being actively loadedor unloaded. If a Truck arrives to Shipper facilities, supply chain partners and customerswithout a lock, or with a broken lock, or it is otherwise demonstrated that the trailer or boxwas not locked when required, the Truck will be rejected, and a claim may be filed againstit for the loss.
- 3. Whether or not Carrier performs the loading of the freight, Carrier is responsible for inspecting all shipments tendered prior to loading, and any time a lock is removed, to determine whether a shipment is:
  - (a) In apparent good order and condition and in the correct quantities, to theextent that such is ascertainable through a visual examination of the exterior or packaging of the Goods shipped, and, in the event that they are not, Carrier (or for brokered loads, Broker) will contact Shipper for further instructions and communicate the information to Shipper via emailto <a href="mailto-logisticsOps@asr-group.com">LogisticsOps@asr-group.com</a>; and
  - (b) Suitable for transportation and insuring that all freight is properly loaded, rigged, blocked and braced

for transportation.

4. Acceptance of such a shipment by Carrier will be certification of the quantity and conditionthat the shipment is properly loaded and secured, protected against potential damage or loss, and meets all criteria for safe and lawful transportation.

#### **Location Specific Policies, Procedures, Rules And Regulations**

The policies, procedures, rules or regulations for Shipper's warehouse facilities arelocated by using this link:

https://www.asr-group.com/warehouse-logistics-information

The policies, procedures, rules or regulations for Shipper's logistics facilities are located by using this link:

https://www.asr-group.com/refinery-logistics-information

Carriers must adhere to the guidelines attached and may be required to complete documents/questionnaire when arriving at shipping/receiving locations.

If drivers fail to pass requirements, they will be turned away from the facility. A driver's failure to pass the customer's requirements and/or the carrier's failure to make drivers aware of this requirement at the time of dispatch could result in Coyote denying any TONU charges or requests for additional costs stemming from rejected drivers.

#### **COVID-19 Entry Screening**



For the safety of all persons entering any ASR facility and in response to the COVID-19 virus, we will be implementing additional screening measures at our facility entrances on March 18th.

These measures are to ensure that we are providing the safest environment possible for anyone entering our facilities. These measures will be implemented for an indefinite time period, and we will reevaluate their need as more information is made available to us via our various government health agencies.

#### **Temperature Monitoring**

- All persons entering any ASR facility in North America and Belize will be required to have their body temperature measured. This applies to all employees, contractors, vendors, visitors, and truck drivers.
- Temperatures will be checked through the use of non-contact forehead thermometers.
- Any person with a body temperature at or above 100.4F / 38C will be notified immediately and will not be permitted to enter the facility.
- All hats or any other headwear that covers your forehead should be removed at least 5 minutes prior to screening to avoid the potential for a false reading.
- Any person who refuses to participate in the temperature screening will be denied entry.
- Please plan to arrive at the refinery or plant a few minutes early, especially during the first week of screening in the event you encounter any unforeseen delays.
- Be conscious of social distancing practices if you are entering the facility on foot to avoid crowding while waiting to be screened.

During these extraordinary times, we ask for your patience and cooperation as we implement these measures that are intended to maintain your wellbeing. We appreciate your assistance in helping us to maintain a healthy workplace.

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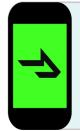
Send invoices to:
CarrierInvoices@coyote.com
960 Northpoint Parkway
Suite 150
Alpharetta, GA 30005

877-6COYOTE (877-626-9683)

Cust Requirements					
Equipment	Van, 53'				
Pre Cooled Temp	None				
Load Temp	None				
Tarps	Undefined				
Value	\$100,000				

# **Booked By**

Jared Soderholm Jared.Soderholm@coyote.com Phone: +1 (773) 365 6497 x2228 Fax: +1 (773) 365 7804



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- Dispatch
- · Send updates
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- Submit paperwork

Available for Android or iPhone, at App Store or Google Play

## Load Requirements

Tech Tracking Required Seal

## **Equipment Requirements**

Food Grade

#### **Notes**

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# Load 32872852

# Stop 1: Pick Up

Pick Up 60255676 Numbers

Confirmation None Numbers

Facility Americold- OceanSpray

Address 28063 Essex Ave Tomah, WI 54660

Contact None

Phone +1 (715) 884 3513

Appointment Scheduled For Fri 02/14/2025

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No Touch

at 11:00

SLIC N/A **Facility Notes** 

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Commodity Exp Wt Pieces

Food Products 42,000 Lbs 12



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Delivery 84094408 Numbers

Confirmation None Numbers

Facility Domino Sugar Yonkers Refinery

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Contact John DeQuatro Phone +1 (914) 709 8043 Appointment Scheduled For

Tue 02/18/2025 at 08:00

Driver Work
No Touch

SLIC N/A **Facility Notes** 

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Carrier Cannot Contact Facility

Commodity Exp Wt Pieces

Food Products 42,000 Lbs 12

## Charges

Description	Units	Per	Amount
Fuel Surcharge	1043.00	\$0.450	\$469.35
Flat Rate	1.00	\$2,730.650	\$2,730.65
Layover Charges	1.00	\$200.000	\$200.00
Total USD \$3,400			JSD \$3,400.00

#### Contact

Send invoices to: 960 Northpoint Parkway Suite 150 Alpharetta, GA 30005 Please contact Coyote at 877-626-9683 if the charges are incorrect.

# Agreement

Carrier Riki Transportation Inc

USDOT 3119062

Phone +1 (708) 303 5150 Email shawn@rtbrz.com

Fax None

Broker Coyote Logistics, LLC

Rep Jared Soderholm

Title Sales Rep

Phone +1 (773) 365 6497 x2228

Fax +1 (773) 365 7804

Date 02/14/2025 10:33

# Load 32872852

Name and Title (Print)

Signature

Date

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

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

Coyote Logistics, LLC is an Equal Opportunity Employer

#### **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 BRZ is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Shawn of BRZ hereafter referred to as CARRIER, dated 02/14/2025.

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 ASR Group / American Sugar Refining, Inc.

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

Pickups and deliveries must be made by appointment and/or within specific time windows. The policy for each Shipper location that is in effect on the date of a shipment is the version of the policy that applies to that shipment. By accepting a shipment, Carrier shall comply with such time requirements as may be specified in dispatch instructions. Additional costs or expenses for failure of Carrier to meet these time requirements, including detention and redelivery expenses, as well and the additional costs incurred by receiver and charged to Shipper or Carrier for staffing personnel to receive the shipment late, will be at Carrier's risk and expense. Carrier shall immediately advise Broker who shall immediately advise Shipper in the event it anticipates that it will miss a delivery window.

In the event of an alleged or actual product contamination issue or claim or investigation regarding same, Carrier shall make all trailer(s) Shipper deems relevant to the issue, claim or investigation available for inspection by Shipper or its agent, contractor or representative, within twenty-four (24) hours of Shipper's request for such inspection, and shall take no action which will alter the condition of the trailer(s) subsequent to the notice from Shipper. Shipper may, upon the occurrence of a freight loss and/or damage due to contamination or somesimilar event, require from Carrier all records and documents relating to the subject trailer's use for a period of thirty (30) days prior to its service to Shipper, including, without limitation, documents identifying products transported, trailer cleaning, shippers and consignees, which Broker will assist Shipper in obtaining.

Carrier shall comply with Shipper's safety and security policies, procedures, rules and regulations applicable at Shipper's facilities (including, to the extent necessary, safety training for Carrier's drivers or other employees) in effect as of the date of shipment.

At the time each shipment is received by Carrier from Shipper, Shipper may provide instructions concerning all handling, securing and product or freight protection requirements of each shipment, including specifications noted on the bill of lading or otherwise. Notwithstanding the foregoing, when Carrier performs the loading of the freight, Carrier is responsible for inspecting all shipments tendered prior to loading to determine whether a shipment is:

- i. In apparent good order and condition and in the correct quantities, to the extent that such is ascertainable through a visual examination of the exterior or packaging of the Goods shipped, and, in the event that they are not, Carrier will contact Broker/Shipper for further instructions.
- ii. Suitable for transportation and ensuring that all freight is properly loaded, rigged, blocked and braced for transportation.
- iii. Acceptance of such a shipment by Carrier will be certification of the quantity and condition that the shipment is properly loaded and secured, protected against potential damage or loss, and meets all criteria for safe and lawful transportation.

Once loaded, Carrier will not break the seal of a shipment except as provided in this subsection. Carrier agrees that if a seal is broken and an inspection made by anagent of a body politic, its operator or other representative will take all reasonable steps to secure the count, safety, and integrity of the Goods. These steps will include requesting that the body politic reseal the trailer and/or make appropriate notation on the freight documentation form. Carrier may break the seal on a trailer if, upon Carrier's reasonable determination or that of its operator or other representative, it becomes reasonably necessary to do so to inspect, reposition, or protect the lading or Carrier's equipment or to comply with federal, state, municipal, or provincial laws, rules, and regulations. If Carrier breaks a seal, it must document that the seal was broken, the reason it was broken, the condition of the Goods when the seal was broken, affix a new sealand note any change in the condition of the Goods, and document the new seal number on the Bill of Lading and Broker will communicate the information to Shipper. Due to the nature of the Goods, a broken seal may lead to a total loss of the Goods without salvage.

Carrier shall immediately advise Broker in the event of delay in the carriage of any shipment that it anticipates will cause

it to miss a delivery window.

In addition to the requirements below referring to the Sanitary Transport Rule, Carrier shall maintain all equipment used by it hereunder in good, safe, clean and lawful operating condition at all times. Carrier's equipment used to transport Shipper's Goods shall be odor-free, dry, and free of contamination and infestation, and shall otherwise meet Shipper's standards of acceptability, sanitation and cleanliness for the specific Goods to be transported. Carrier agrees that no trailer or other vehicle which transports Goods for Shipper shall ever have been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous, or any toxic, noxious or odiferous substances.

To the extent that the Food Safety Modernization Act rule on Sanitary Transportation of Human and Animal Food (the "<u>Sanitary Transport Rule</u>") applies to Shipper or Carrier for a particular movement of Goods. Carrier shall ensure that it and its employees, agents, contractors or other representatives ("<u>Representatives</u>") comply with the Sanitary Transport Rule and 21 CFR 1.908, Carrier assumes all responsibilities of the shipper under the Sanitary Transport Rule with respect all shipments tendered to it while such shipments are in the care, custody or control of Carrier.

Carrier shall ensure that its drivers and any Representatives that transport, handle, tender or otherwise perform any services as contemplated hereunder with respect to the Goods ("Food Handlers") are trained and experienced in the handling of all Goods. Carrier shall assign responsibility for ensuring adherence to product safety requirements, including without limitation requirements for sanitation and temperature control, to competent supervisory personnel.

Carrier shall develop, implement, and maintain written policies and standard operating procedures to ensure that any Goods do not become unsafe during transportation (as contemplated under the Sanitary Transport Rule) ("<u>Carrier SOPs</u>"). Carrier SOPs shall include, without limitation:

- (i) All necessary sanitary specifications for Carrier's vehicles and transportation equipment, including any design specifications and cleaning procedures, and any specific sanitary requirements as provided by Shipper (or its designee(s));
- (ii) Where product requires temperature control for safety, an operating temperature for the transportation operation and, where necessary, any requirements for pre-cooling as provided by Shipper (or its designee(s)); and

Carrier shall conduct all transportation operations under appropriate conditions and controls to prevent any Goods from becoming unsafe during transportation. Carrier shall take measures including the following:

- a. Segregation, isolation, or the use of packaging to protect food from contamination by raw foods and nonfood items in the same load;
- b. Segregation, isolation, or other protective measures, such as hand-washing, to protect food transported in bulk vehicles (for bulk carriers only) or food not completely enclosed by a container from contamination, including from previous cargo, and cross-contact during transportation operations;
- c. Ensuring that food that requires temperature control for safety istransported under adequate temperature controls; and
- d. The mention of particular measures here and not others shall notrelieve Carrier from taking such other measures as may be required by the circumstances.

Carrier is responsible for ensuring that Food Handlers comply with all Carrier SOPs and any additional written procedures, instructions and other information providedby Shipper (or its designee(s)).

Carrier shall provide Broker with a written copy of all Carrier SOPs and from time to time whenever making any updates, modification or revisions to such Carrier SOPs.

Carrier acknowledges and agrees that it is carrying food products and that a broken seal, an open container, an inability to verify that temperature control was maintained throughout a trip, or any other event that might call into question whether food safety was compromised including without limitation an inability to demonstrate compliance with any provision of applicable law, including the Sanitary Transport Rule, will give rise to a total loss of that shipment.

Damaged Goods, at Shipper's sole discretion, will be salvaged where possible and when the product permits it. For Goods that can be salvaged, Shipper will retake the Goods and pay to Broker the then current raw sugar rate, less: (i) all freight charges paid or that would have been paid; (ii) any cost of recovery of the Goods; and (iii) a reprocessing fee.

Carrier agrees and acknowledges that damage to retail packaging of consumer Goods bearing Shipper's name or trademark may make the Goods unsaleable and essentially worthless. Shipper may take reasonable measures to make such damaged Goods saleable (by reprocessing the product) if this can be done at reasonable expense, but shall have the right to destroy or dispose of such Goods.

Carrier agrees and acknowledges that proximity of the Goods to smoke and strong odors may contaminate the Goods and such Goods will be considered damaged without the possibility of salvage.

#### **Motor Carriers Policies And Procedures**

Shipper reserves the right to perform an inspection (the "<u>Inspection</u>") on any vehicles andtrailers (each a "<u>Truck</u>") prior to loading at Shipper's facilities. If an Inspection is conducted, Shipper may visually assess the Truck for structural integrity, internal cleanliness, any noticeableodors, and foreign material debris (to the extent such areas are not blocked or inaccessible because of existing freight).

Shipper reserves the right, but does not have the obligation, to reject a Truck that:

- Does not pass Inspection;
- Has been otherwise determined to be unfit for loading by Shipper personnel;
- The total gross weight of buyer's Truck, plus all freight is within 5,000 pounds of the legal limit for transit if the loading point does not have a truckscale to verify gross vehicle weight; or
- Arrives without a seal, broken seal, or improper documentation of seal breakage/application.

Less-Than-Truckload (Ltl) Policies and Procedures

With respect to Less Than Truckload ("<u>LTL</u>") transportation for Shipper, the following requirements apply:

- 1. Where Trucks arrive containing other freight, presentation of a bill of lading identifying allloaded freight in order to ascertain to the extent feasible from a visual review that the loaded freight is:
  - (a) Consistent with the bill of lading;
  - (b) Compatible with Goods to be loaded (no chemicals, no poison, no hazmat, no pesticides, nothing toxic, etc.); and
  - (c) Is not an odor creating commodity (such as tires, spices, coffee, fuels, etc.).
- 2. Shipper does not require LTL Goods to be placed in a sealed trailer or box, however Shipper's Goods must be locked in the trailer or box whenever not being actively loadedor unloaded. If a Truck arrives to Shipper facilities, supply chain partners and customerswithout a lock, or with a broken lock, or it is otherwise demonstrated that the trailer or boxwas not locked when required, the Truck will be rejected, and a claim may be filed againstit for the loss.
- 3. Whether or not Carrier performs the loading of the freight, Carrier is responsible for inspecting all shipments tendered prior to loading, and any time a lock is removed, to determine whether a shipment is:
  - (a) In apparent good order and condition and in the correct quantities, to theextent that such is ascertainable through a visual examination of the exterior or packaging of the Goods shipped, and, in the event that they are not, Carrier (or for brokered loads, Broker) will contact Shipper for further instructions and communicate the information to Shipper via emailto <a href="mailto-logisticsOps@asr-group.com">LogisticsOps@asr-group.com</a>; and
  - (b) Suitable for transportation and insuring that all freight is properly loaded, rigged, blocked and braced

for transportation.

4. Acceptance of such a shipment by Carrier will be certification of the quantity and conditionthat the shipment is properly loaded and secured, protected against potential damage or loss, and meets all criteria for safe and lawful transportation.

#### **Location Specific Policies, Procedures, Rules And Regulations**

The policies, procedures, rules or regulations for Shipper's warehouse facilities arelocated by using this link:

https://www.asr-group.com/warehouse-logistics-information

The policies, procedures, rules or regulations for Shipper's logistics facilities are located by using this link:

https://www.asr-group.com/refinery-logistics-information

Carriers must adhere to the guidelines attached and may be required to complete documents/questionnaire when arriving at shipping/receiving locations.

If drivers fail to pass requirements, they will be turned away from the facility. A driver's failure to pass the customer's requirements and/or the carrier's failure to make drivers aware of this requirement at the time of dispatch could result in Coyote denying any TONU charges or requests for additional costs stemming from rejected drivers.

#### **COVID-19 Entry Screening**



For the safety of all persons entering any ASR facility and in response to the COVID-19 virus, we will be implementing additional screening measures at our facility entrances on March 18th.

These measures are to ensure that we are providing the safest environment possible for anyone entering our facilities. These measures will be implemented for an indefinite time period, and we will reevaluate their need as more information is made available to us via our various government health agencies.

#### **Temperature Monitoring**

- All persons entering any ASR facility in North America and Belize will be required to have their body temperature measured. This applies to all employees, contractors, vendors, visitors, and truck drivers.
- Temperatures will be checked through the use of non-contact forehead thermometers.
- Any person with a body temperature at or above 100.4F / 38C will be notified immediately and will not be permitted to enter the facility.
- All hats or any other headwear that covers your forehead should be removed at least 5 minutes prior to screening to avoid the potential for a false reading.
- Any person who refuses to participate in the temperature screening will be denied entry.
- Please plan to arrive at the refinery or plant a few minutes early, especially during the first week of screening in the event you encounter any unforeseen delays.
- Be conscious of social distancing practices if you are entering the facility on foot to avoid crowding while waiting to be screened.

During these extraordinary times, we ask for your patience and cooperation as we implement these measures that are intended to maintain your wellbeing. We appreciate your assistance in helping us to maintain a healthy workplace.

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#### WEIGHT TICKET

TRUCK PASS:

847495

MILL NAME:

BRZ/ORLANDO RESTREPO

DATE/TIME IN SCALE:

07:30 02/17/2025

DATE/TIME OUT SCALE:

09:25 02/17/2025

TRAILER No.

94923

TRACTOR LICENSE No.

P1194370/IL

TARE WEIGHT:

78980

GROSS WEIGHT:

79760

17.5

NET WEIGHT:

780

COMMENTS:

Per.

N. CH.

10000

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2000

Shipper: Paul Kutter Ame

Rus helo