



INVOICE

BILL TO:
TITLE LOGISTICS INC
2365 HUNTERS WAY
CHARLOTTESVILLE, VA 22911

INVOICE DATE: 02/27/2025
INVOICE #: R78979
TERMS: NET 30
DUE DATE: 03/27/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
02/25/2025		17614 Mockingbird Rd, Nashville, IL 62263 - 471 Landis Avenue, Bridgeton, NJ 08302			
		Freight Income	1	\$2,700.00	\$2,700.00

TOTAL
\$2,700.00

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

**Title Logistics Inc**

2365 Hunters Way
Charlottesville, VA 22911
(800) 674-8780

Contact Brandie Stevens
(800)674-8780
Brandie.Stevens@title-logistics.com

Carrier ZIGI FREIGHT INC
Attn Nikola Stamenkovic
Phone (201)805-9001

Van	PO # 31678556 BOL # 5100494927		TRIP # 7100610528	
Pick up	REMINGTON SEED 17614 MOCKINGBIRD RD NASHVILLE, IL 62263			Earliest 02/24/25 14:12 Latest 02/24/25 14:12 Contact OLIVIA Phone (618)478-2130
	PR1			
	Pieces	Piece Type	Weight	Description
	0		34,000	SEED
Delivery	NUTRIEN AG SOLUTIONS, BRIDGETON 2612 471 LANDIS AVENUE BRIDGETON, NJ 08302			Earliest 02/26/25 08:00 Latest 02/26/25 15:00 Contact TASHAUNA Phone (856)451-1720
	DR1			

Special Instructions

Rate Detail	Quoted Amount	2,700.00	Carrier Initials: <u>MCI</u>
	Total:	\$2,700.00	

All invoices must include a signed delivery receipt and be sent to: accountspayable@title-logistics.com

Refer to the Load Number on your invoice: **45951**

1. This Carrier Rate Confirmation governs the movement of the above referenced freight and hereby amends and is incorporated by reference and becomes part of the Broker-Carrier Agreement between the parties.
2. This confirmation must be signed and returned to Broker within 2 hours of booking.
3. Double brokering of any load is expressly prohibited and will result in payment denial.
4. Your signature below acknowledges that you have the proper license, insurance, qualified driver and equipment to perform the services at the pricing shown in the rate detail above. Amendments after tender for unforeseen charges will only be billed by Carrier and paid by Broker upon mutual agreement to such amendment in writing.
5. This tender is for the Exclusive Use of the vehicle unless otherwise specified in writing. Exclusive Use means that Carrier will not combine this shipment with any other on the same vehicle. Shipments must be loaded on your own equipment and cannot be transferred.
6. Freight charges will be submitted as indicated above with a bill of lading and proof of delivery and will be paid within 30 days of receipt of freight bill.
7. Lumper receipts must be submitted to Title Logistics with valid invoices and proof of delivery otherwise they will not be reimbursed to the Carrier.
8. Carrier will be responsible for verifying piece counts at the time of pick up. Discrepancies will be reported within 48 hours.
9. Deductions to the Quoted amount above will be taken by Broker as follows:
 - No shows or cancellations less than 2 hours prior to any scheduled pickup appointment will be assessed a \$250 fee.
 - Delays in delivery beyond a stated appointment time or within 3 hours of a quoted delivery time shall incur a penalty of 15% of the quoted price per each day or any portion thereof until such time as the load is delivered.
10. Accessorial charges will be paid to the Carrier in the following amounts:

Layovers (\$25)	Additional Stops (\$50 plus incremental miles)
Labor (\$35 per hour)	Truck Orders Not Used (\$150)

For internal use only	Load# 45951:1
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Charlottesville, VA 22911
(800) 674-8780

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Brandie.Stevens@title-logistics.com

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Attn Nikola Stamenkovic
Phone (201)805-9001

Detention must be communicated and documented within 30 minutes prior to the start and end or it will be denied. In and out times must be noted on the BOL by the shipper or receiver in order to be approved.

Please sign and email this signed confirmation to Dispatch@title-logistics.com.

Carrier Signature: Mateo Utvic Date: 02-25-2025

DYNAgro.
SEED

BILL OF LADING

PAGE 1 OF 2
TIME: 07:12:32
DATE: 02/21/2025

SHIPPER:

Loveland Products Inc

17614 MOCKINGBIRD ROAD
NASHVILLE, IL 62263

PH: 6184782130

SHIP TO:

NUTRIEN AG SOLUTIONS INC
BRIDGETON NJ

471 LANDIS AVENUE
BRIDGETON, NJ
08302-4834

PH: +1-856-297-0470
Fax:

SOLD TO:

NUTRIEN AG SOLUTIONS INC
BRIDGETON NJ

471 LANDIS AVENUE
BRIDGETON, NJ
08302-4834

PH: +1-856-297-0470

PERMITTEE:

PERMIT ID:

PERMIT EXPIRATION:

PERCENTAGE

GUARANTEED ANALYSIS BY

N

P

K

S

LBS/ACRE

BILL OF LADING NUMBER:



802285169

CARRIER INFORMATION:

CARRIER NUMBER:

TLIR

TRAILER NUMBER:

SEAL NUMBER:

SCAC: TLIR

FO: 7100610528

PRO NUMBER:

LIC NUMBER:

APPLICATOR NAME:

FREIGHT CHARGE TERMS:

FREIGHT CHARGES WILL BE PREPAID UNLESS MARKED COLLECT

ORDER DATE:

SHIP DATE:

CUSTOMER ORDER NUMBER:

REFERENCE NUMBER:

SALES REP:

11/15/2024

31678556



PO34423390

IN CASE OF EMERGENCY CALL:

Call Chemtrec: 24 HOUR NUMBER 1-800-424-9300

HAZ MAT	PRODUCT DESCRIPTION	R E S	PRODUCT CODE/SUPPLIER BATCH	NUMBER OF PKGS	VOLUME	WEIGHT
	SEED, BEANS, CORN, PEAS OR GRAIN, NOI(NMFC:173720;CLASS:55) DG SOY S41EN72 E3 UT 140K BAG		10048364/P38T065	680.000 BAG	26.520 FT3	34000.000 LB
PLACARD SUPPLIED YES/NO		TOTAL NON-HAZARDOUS/DAUGHTER: TOTAL HAZARDOUS/DAUGHTER: TOTAL:		680.000 680.000		34000.000 LB 34000.000 LB

SPECIAL INSTRUCTIONS:

Recommendation: ☐ Yes ☒ No

Pyra S. H. S.

CERTIFIED BY :
(PLEASE PRINT NAME)

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

CARRIER/DRIVER SIGNATURE:

DATE:

By signing here I agree to all terms in this document, including the Terms and Conditions on the back

RECEIVED BY SIGNATURE:

M. De Hono

DATE:

2-27-25

TERMS AND CONDITIONS

1. In connection with our mutual agreement for delivery of product, equipment or services by the entity identified on the first page of this document ("Seller"), you ("Customer") have agreed to the acceptance of these terms and conditions ("Terms and Conditions"). These Terms and Conditions, together with any terms specified in the preceding page(s), or in any other document which incorporates these Terms and Conditions, if any, and any Customer Profile (Credit Application) (collectively, the "Agreement"), represent and incorporate the entire understanding between the parties with respect to the subject matter hereof and supersede all previous oral or written agreements between Seller and Customer regarding the products, equipment and services provided by Seller (except in those instances when a separate agreement executed by both Seller and Customer provides that it is to control). Any terms contained in any Customer purchase order, or other Customer document, which are inconsistent with or in addition to the terms contained in the Agreement shall be deemed rejected in advance and shall form no part of the Agreement, and in the event of a conflict between the terms of the Agreement and any such document, the terms of the Agreement shall govern and prevail. In the event of a conflict between these Terms and Conditions and the terms in the preceding page(s), or in any document which incorporates these Terms and Conditions, if any, as applicable, these Terms and Conditions shall control. The terms of the Agreement may not be amended or waived except in a writing signed by the parties hereto.

2. Customer represents and warrants that it is familiar with the characteristics, qualities, and uses of the product or equipment sold or leased, or services delivered by Seller in connection herewith, that Customer is not relying on Seller's skill or judgment to select or furnish product, equipment, or services for any particular purpose, and that Customer has been provided adequate product and equipment information and instructions and will follow the proper directions in the use of any product or equipment. Ineffectiveness of products or equipment sold or leased in connection herewith, or other unintended consequences, may result because of such factors as (without limitation) the presence of unfavorable geologic or weather conditions, or the manner of use or application, and these risks and liabilities, along with any others (without limitation), are hereby assumed by Customer, user, or its customers. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER, USER OR ANY THIRD PARTY, RESPECTING ANY PRODUCT, EQUIPMENT OR SERVICES PROVIDED IN CONNECTION HEREWITH, EXCEPT THAT SERVICES WILL BE CONSISTENT WITH SELLER'S STANDARD PRACTICES AND THOSE WHICH ARE GENERALLY FOLLOWED BY SIMILAR PROVIDERS IN THE SAME INDUSTRY. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARISING BY LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, RESPECTING THE PRODUCT, EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. No person or agent has any authority on behalf of Seller to make any warranties or representations different from, or in addition to, those stated herein. Customer acknowledges and agrees that, to the extent services, products, or equipment sold or leased by Seller in connection herewith are performed or manufactured by third parties, including independent contractors performing services on behalf of Seller, such services, products or equipment are furnished "AS-IS" by Seller and are subject only to the third-party provider's or manufacturer's warranties, if any, which attach to such services, product or equipment.

3. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, ENHANCED OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOST PROFITS, DIMINUTION IN VALUE OR LOSS OF YIELD, FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. THE CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SELLER'S LIABILITY FOR DIRECT DAMAGES (A) FOR PRODUCT SOLD OR EQUIPMENT PROVIDED SHALL IN NO EVENT EXCEED THE PURCHASE OR LEASE PRICE OF THE PARTICULAR PRODUCT OR EQUIPMENT WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED, AND (B) FOR SERVICES PROVIDED SHALL NOT EXCEED THE FEES PAID OR PAYABLE FOR THE PARTICULAR SERVICES PERFORMED. Seller does not warrant and shall not be liable for any results obtained in using any product or equipment sold or leased hereunder either alone or in combination with other substances, products or equipment or for any results obtained in using any services, and shall not in any case be liable to Customer or any other person or entity for damages to person or property or otherwise, incurred as a result of the purchase, use (negligent or otherwise), treatment, storage, handling (including without limitation damage or life changes), disposal, application or performance of any product or equipment sold or leased hereunder or use of any service provided hereunder.

4. Orders for product, equipment sold or leased, or services, including those with delayed delivery dates, cannot be cancelled absent written authorization from Seller. Seller may, but shall not be obligated to, accept returns of products in their original condition (i.e. without any damage or diminution in value), and in such event, Customer shall pay the "restocking fee" invoiced by Seller therefor in accordance with the payment terms contained herein. The parties intend that the restocking fee constitute liquidated damages to compensate Seller for the handling of such products and are not a penalty. The parties acknowledge and agree that the Seller's harm caused by handling of the restocked product would be impossible or very difficult to accurately estimate at the time of contracting and that the restocking fee is a reasonable estimate of the anticipated or actual impact to Seller that might arise from handling such a return and is Seller's exclusive remedy for allowing such a return and handling the product. Any claim for shortage, damage, or condition of product (excluding chemical analysis) sold or equipment leased hereunder or deficiency in services must be made in writing at once upon arrival of such product or equipment or delivery of the services. Failure by Customer to so notify Seller will be deemed a waiver of such claims by Customer. Where delivery is Customer's responsibility, risk of loss or damage to any product sold, equipment sold or leased, or containers used to transport either shall pass to Customer when product or equipment are made available for pick up at Seller's shipping point. Where delivery is Seller's responsibility, risk of loss or damage to any product sold, equipment sold or leased, or containers used to transport either shall pass to Customer when Seller or its designated carrier or agent enters Customer's property. The terms of credit for Customer making purchases are as follows: (i) payment in full is due and payable as presented on the first page of this document; (ii) for Customers with payment dates of the 10th day of month, Statement amounts not paid by the 25th day of the month following the Statement date, shall also be liable for a one time default penalty fee equal to four percent (4%) of the unpaid amount for purchases in Mississippi, North Carolina or five percent (5%) in South Carolina, Georgia, Alabama, Arkansas, Virginia, Maryland, Delaware, New York, Pennsylvania, Connecticut, Maine, Vermont, Rhode Island, New Hampshire, West Virginia, Louisiana, Oklahoma, New Mexico & Texas; (iii) all Customers with credit terms, for amounts due and not paid by the 25th day of the month following the Statement date, shall also be liable for a finance charge on the unpaid balance at the highest rate allowable by statutory law. In the event of any conflict between the terms of the invoice, Statement and the Customer Profile (Credit Application), the terms of the invoice shall control.

5. Customer agrees to investigate, indemnify, defend and hold harmless Seller and its affiliates and each of their respective shareholders, directors, officers, employees and agents from and against all liability, loss, damages, injury, claims, judgments, demands, penalties, fines, suits or proceedings, whether judicial, administrative or otherwise, and attorney's fees and other costs and expenses of whatever kind and nature, arising out of or in any manner related to the use, transportation, storage, handling, disposal, operation or performance of the product or equipment or delivery of the services provided by or on behalf of Seller hereunder.

6. Any invoice not paid in full by the 25th day of the month will be assessed a finance charge of 2% per month (24.0% APR) except as listed below. The finance charge will be computed as of Seller's accounting month end closing and each succeeding month end until the balance is paid in full. In addition to any right of set-off, deduction or recoupment provided or allowed by law, Seller may set off against, and deduct and recoup from, any amounts due or to become due from Customer to Seller, or any of its affiliates, any amounts due or to become due from Seller, or its affiliates, to Customer. In the event that Customer is not current in its payments or there is a negative change in Customer's Credit Profile, Seller reserves the suspend services or delivery as well as the right to change the credit terms to Customer.

STATE

Alabama, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Louisiana, Massachusetts Minnesota, Montana, Nevada, North Carolina, North Dakota, Oklahoma, Oregon, South Carolina, Utah, Washington, Wisconsin, Wyoming, Texas, Arkansas, Indiana, Mississippi, Maine, Nebraska, New Mexico, West Virginia

MONTHLY RATE

APR

	1.50%	18.0%
First \$25,000	1.42%	17.0%
Above \$25,000	1.75%	21.0%
	1.80%	21.0%
	1.00%	12.0%
	1.33%	16.0%
First \$500	1.50%	18.0%
Above \$500	1.00%	12.0%
First \$1,500	1.50%	18.0%
Above \$1,500	1.00%	12.0%

7. Seller, without written notification to the Customer, will comply with future statutes adopted by the states pertaining to permissible default penalty charges and finance charge rates.
8. Customer agrees that as a condition of the delivery of product or equipment sold by or leased from Seller, Customer agrees to use, handle, store, transport and dispose of products and equipment in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's guidelines and labels, applicable law, and Material Safety Data Sheets for such products and equipment. Customer agrees that it will adequately instruct and train employees with respect to the same and will inform employees and customers of hazards with respect to products and equipment sold or leased in connection herewith.
9. Seller shall not be liable to Customer nor be deemed to be in breach of any agreement related to the delivery of product sold by or leased from Seller or delivery of services, for any failure or delay in fulfilling its obligations hereunder, to the extent such failure or delay is due to causes or contingencies beyond its reasonable control, including, but not limited to, acts of God, the elements, actions of government, strikes, fires, floods, wars, civil commotions, industrial disturbances, shortages of adequate power or transportation facilities, strikes, labor disturbances and embargoes.
10. To the extent Seller is the manufacturer of the products sold pursuant hereto, Seller represents that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of the goods covered hereby.
11. Prices are exclusive of all sales, use, or excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer under this Agreement. Any such taxes, duties and charges currently assessed or which may be assessed in the future, that are applicable to the sales made under this Agreement are for Customer's account, and Customer hereby agrees to pay such taxes provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or ownership of real or personal property or assets. Customer agrees that its actions in obtaining and using the product, equipment or services hereunder shall at all times comply with applicable laws, including export control laws.
12. The Customer's acceptance of delivery of any product(s), equipment, or services provided hereunder shall constitute acceptance of these Terms and Conditions by Customer.
13. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, notwithstanding that state's rules relating to conflicts of laws. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. If any term or provision herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision herein or invalidate or render unenforceable such term or provision in any other jurisdiction.