



BILL TO: COYOTE LOGISTICS LLC 2545 W. DIVERSEY AVENUE CHICAGO, IL 60647 INVOICE DATE: 03/01/2025 INVOICE #: R79585 TERMS: NET 30 DUE DATE: 04/01/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
02/28/2025		6101 CANE RUN RD, Louisville, KY 40258 - 2000 NUTTER FARMS LANE, Delaware, OH 43015			
		Freight Income	1	\$800.00	\$800.00

TOTAL

\$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



Rate Confirmation Load 32945379

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

877-6COYOTE (877 - 626 - 9683)

ements
Van, 53'
None
None
Undefined
\$100,000

Booked By

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

Please notify driver(s) - This load has a prepaid lumper



- **CoyoteGO** Today!
- · Send updates
- Check in
- Submit paperwork
- Available for Android or iPhone. at App Store or Google Play

Load Requirements

Tech Tracking Required Seal No Camera Phone Photos Of Paperwork

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. If carrier fails 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 Covote.

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, ROYAL3 INC agrees to the terms and conditions set forth below and provided herewith, if any.



Rate Confirmation

Stop 1: Pick Up

•		
Pick Up 90546; SO_000154414 Numbers	Appointment Scheduled For	Facility Notes Lumpers are PREPAID at Kroger DCs -
Confirmation None Numbers	Fri 02/28/2025 at 17:45	DO NOT PAY will not reimburse POD needed within 24 hours for
Facility MIZKAN	Driver Work	reimbursement. Driver is responsible for confirming
Address 6101 CANE RUN RD	No Touch	correct PO(s) & pieces/pallets have been loaded.
Louisville, KY 40258	SLIC	SAFETY VEST REQUIRED
Contact None	N/A	driver is to Sign "SHIPPER SAID TO CONTAIN" directly above their signature
Phone +1 (555) 555 5555		on the BOL

Stop 1 Requirements

Weight Is Approximate	Must Confirm All POs Match Rate Con	Paperwork Require	ed Within 24 Hours	
Commodity	Packaging	Load On	Exp Wt	Pieces
Grocery Product	Box	Pallets	40,377 Lbs	22

Stop 2: Delivery

Delivery 90546		Facility Notes
Numbers Confirmation None Numbers	Appointment Scheduled For Sat 03/01/2025 at 08:00	Lumpers are PREPAID at Kroger DCs - DO NOT PAY will not reimburse SCANNED/FAXED PAPERWORK
Facility Great Lakes Distribution Center	Driver Work Lumper	ONLY - no camera copies - 24hr requirement all paperwork/receipts POD needed within 24 hours for reimbursement.
Address 2000 NUTTER FARMS LANE Delaware, OH 43015	SLIC N/A	SAFETY VEST REQUIRED
Contact Jacob Stein Phone +1 (740) 657 2100	Prepay - Relay "4WFQJT"	

Stop 2 Requirements

Weight Is Approximate	Safety Vest	Paperwork Required	Paperwork Required Within 24 Hours						
Commodity		Packaging	Load On	Exp Wt	Pieces				
Grocery Product		Box	Pallets	40,377 Lbs	22				

Charges				Contact				
Description Flat Rate	Units 1.00	Per \$692.900	Amount \$692.90	Send invoices to: 960 Northpoint Parkway Suite 150	Please contact Coyote at 877-626-9683 if the charges are incorrect.			
Fuel Surcharge	238.00	\$0.450	\$107.10	Alpharetta, GA 30005				
Total			USD \$800.00					
[Load Number - 32945379] [Carrier Legal Name - ZIGI	FREIGHT IN	IC]			Page 2 of 4			

[Carrier USDOT - 2828543]



Agreement

Carrier ZIGI FREIGHT INC USDOT 2828543 Phone None Email jason@royal3inc.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 02/27/2025 12:47

By signing below, ROYAL3 INC agrees to the terms and conditions set forth below and provided herewith, if any.

Name and Title (Print)

Signature

Date

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

Coyote Logistics, LLC is an Equal Opportunity Employer



Rate Confirmation

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 ROYAL3 INC is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Jason Corkovic of ROYAL3 INC hereafter referred to as CARRIER, dated 02/27/2025.

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 The Kroger Company

Carrier shall adhere to the following customer requirements:

Carrier will comply with the laws and regulations governing the safe and secure transportation of shipments consisting of groceries or foodstuffs that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws").

Carrier is responsible for the sanitary conditions of Food Shipments during their transportation and complying with Shipper's and/or the vendor's written instructions, including without limitation any temperature set point or temperature range, as provided to the Carrier by Shipper or the vendor in physical or electronic form. Carrier shall apply all written instructions to future Food Shipments of the same goods tendered for the same Shipper, unless instructed otherwise in writing. If Shipper's or a vendor's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss.

Carrier shall verify the temperature of Food Shipments before loading. Carrier must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, or delivery of goods, including without limitation any Bill of Lading ("Shipping Document").

Carrier shall ensure that all Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments is in a safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load shipments (also known as less-thantruckload, or LTL, shipments), Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in Shipper's and/or a vendor's instructions or Shipping Document, Carrier must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. Carrier must set temperature controls to precool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the Shipper's instructions or Shipping Document.

Immediately upon request or as promptly as practicable thereafter, Carrier will provide Shipper and/or the vendor:

- 1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to Shipper and/or the vendor;
- 2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment;
- 3. Evidence of transportation traceability, including information regarding:
 - Previous cargo hauled in bulk or in other Equipment; and
 - Maintenance and intervening cleaning procedures for docks and Equipment.
- 4. Appropriate training processes for each person under Carrier's supervision or control involved in providing the services; and
- 5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

Carrier shall agree, to maintain all documentation and records related to the transport of Food Shipments, including Carrier documentation recording personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to Shipper and/or the vendor upon request.

Carrier shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by Shipper, and Carrier will train its drivers and staff regarding safe transport of Shipper's Food Shipments and other goods.

Liability Related to Food Shipments.

- 1. Carrier shall agree, that Food Shipments that have been transported or offered for transport, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). Carrier understand that adulterated shipments may be refused by the Shipper, consignee or receiver upon their tender for delivery at destination, with or without inspection.
- 2. Carrier shall agree that Shipper is not responsible for and shall in no way be held liable to Carrier for Broker's, Carrier's or any consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above.

The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by Carrier shall be within the sole discretion of Shipper and shall be binding on Carrier.

Code of Conduct:

- a. Carrier may not engage in any action or practice in violation of the laws or regulations of any country or other location in which it does business. This includes, but is not limited to, laws and regulations related to labor, immigration, health and safety, and the environment.
- b. Child, indentured, involuntary, or prison labor must not be used or supported.
- c. Workers may not be exposed to unreasonably hazardous, unsafe, or unhealthy conditions.
- d. Workers may not be unlawfully discriminated against on the basis of race, color, religion, gender, national origin, age, disability or sexual orientation.
- e. The workplace must be free from harassment, which includes coercive, threatening, abusive, or exploitive conduct or behavior or harassment because of one's race, color, religion, gender, national origin, age, disability or sexual orientation.
- f. Workers at all times must be treated fairly, with dignity and respect.
- g. Wages paid to workers must meet or exceed legal and industry standards.
- h. All workers performing work within the United States must be legally authorized to work in the United States under the applicable federal laws. Prior to each worker's assignment, Carrier must require and review documentation proving such work authorization.
- i. Carrier may not engage in any conduct likely, intending, or appearing to improperly influence any Kroger representatives in the performance of their job responsibilities. Bribes, cash payments, and business gifts and entertainment of more than token value expressly are prohibited. Carrier must refrain from engaging in any conduct that may appear improper or may result in a conflict of interest when viewed from Kroger's point of view.
- j. Carrier must comply with the provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended. Carrier will not offer or provide money or anything else of value to any agent or representative of any government or government agency in order to obtain or retain business.

- k. Carrier will act with reasonable diligence to ensure that any of its contractors, subcontractors, manufacturing facilities, labor providers, agents, agencies, associations, distributors, partner organizations, suppliers, affiliated companies, or subsidiaries who are involved in Kroger business, also comply with this Code of Conduct.
- I. Carrier will allow Kroger, or a third party auditor selected by Kroger, to audit Carrier's compliance with this Code of Conduct.

Equipment:

If Carrier's equipment is used to transport food waste, medical waste, commercial waste, or any other type of waste material, toxic materials, or similar scrap or salvage materials, such equipment will not be used simultaneously or subsequently to haul customer's finished products or inbound raw materials associated with the manufacture of customer's products. Prior to loading any equipment all Federal Food and Drug Administration standards for food transport must be satisfied by Carrier. Carrier's equipment must be clean, empty, insect and rodent free, order free, and water tight prior to loading. Carrier certifies that no vehicle or equipment of Carrier furnished to Shipper to transport customer's freight shall have ever been used for transportation of either: (a) toxic chemicals (including pesticides, rodenticides and insecticides) or hazardous materials that were not properly packaged and lawfully transported; or (b) refuse, garbage, trash or any municipal, residual, industrial solid or liquid waste of any kind what so ever, with a hazardous or non-hazardous. The interiors of any equipment used to provide such transportation services will be inspected by customer before loading and unloading to ensure cleanliness, freedom from moisture, odor and infestation of foreign materials which could cause product contamination. Customer reserves the right to reject equipment that customer determines unsuitable for use.

Kroger Manufacturing Trailer Seal Policy:

Inbound

Supplier

After the product is loaded and the trailer doors are closed, the supplier (or shipping warehouse) is responsible for affixing a unique numbered trailer seal onto the trailer's back door latch. The carrier is <u>NOT</u> allowed to apply this seal.

The supplier is responsible for recording the seal number on the BOL (Bill of Lading).

Note: LTL (Less than Truck Load) freight is exempt from needing a seal affixed.

Carrier

After the supplier (or shipping warehouse) has attached a unique numbered trailer seal to the trailer, the carrier is responsible for verifying that the trailer's door latch has a seal properly affixed.

If a seal must be broken for any reason (border crossing, weigh station, equipment problem, etc.) the carrier must note the time, date, location, seal number and reason for removal on the paper BOL. The carrier is also responsible for communicating this information immediately to his / her dispatcher.

As soon as practically possible, the carrier must reseal the trailer with a new seal or padlock (this seal is provided by the carrier). The carrier must record the new seal number, time, date, and location where the old seal was broken and where the new seal was applied on the paper BOL.

Kroger Mfg. Plant or Plant Distribution Center

Security or Plant Personnel is responsible for verifying that the seal is intact and ensuring that the seal number matches the seal number recorded on the BOL. **The carrier must <u>NOT</u> break the seal.**

Copies of BOLs that identify the seal number for inbound shipments must be retained for a minimum of two years. Dairy Wash Tag records should be kept for a minimum of fifteen days.

Intercompany loads should <u>NOT</u> be rejected to the carrier to return to the shipping Plant. The receiving Plant should handle the disposition of intercompany loads rejected due to no seal, broken seal, product quality, etc. pursuant to company policy.

If an inbound carrier has multiple stop deliveries to Kroger entities, the Plant or Plant DC is responsible for affixing their own seal to the carrier's trailer upon completion of unloading their portion of the load. The Plant or Plant DC will record the seal number on the BOL.

Trailer Receiving Procedures – Seals Flow Chart

If an inbound carrier arrives without the proper seal affixed, the Plant or Plant DC will inspect the trailer and its contents by utilizing the trailer seal decision-making process flow chart displayed on page 5 titled **"TRAILER RECEIVING PROCEDURES – SEALS."** The flow chart is designed to provide guidance to the Plant to ensure that the final decision made regarding the inbound carrier is the best decision for The Kroger Co. without compromising security.

This flow chart does <u>NOT</u> apply to bulk products (milk, oil, fructose, flour, etc.). If a seal is missing on <u>ANY</u> access point into a tanker or hose connection points on a bulk load, the load will be rejected and the carrier will be responsible.

Inbound carriers with the proper seal affixed receive standard inspections upon receipt. When a seal is broken, missing, or does not match the seal number on the BOL, then the flow chart provides an investigative process that utilizes inspections with two increased levels of intensity to address security concerns. These two increased levels of inspection are identified as Level 1 Heightened Inspection (more stringent) and a Level 2 Heightened Inspection (most stringent).

<u>Level 1 Heightened Inspection</u> – A Level 1 Heightened Inspection concentrates on inspecting the trailer and the outer packaging surfaces of bulk containers and full pallets to identify evidence of tampering (pallet stretch wrap damaged/cut, drum seals missing or loose, case flaps loose or re-taped or re-glued, strange odor, unknown powder or liquids on product or trailer, and any other unusual conditions). If conditions look normal / typical, then proceed with normal receiving procedures.

If the Level 1 Heightened Inspection determines that conditions do <u>NOT</u> look normal / typical, then continue with a Level 2 Heightened Inspection.

<u>Level 2 Heightened Inspection</u> – A Level 2 Heightened Inspection goes above and beyond a Level 1 Heightened Inspection by requiring a detailed and intensified inspection of inner packaging such as individual cases, bags, drums, etc. This inspection requires breaking down and restacking a minimum of 4 randomly selected pallets from the nose, middle and rear of trailer; performing a more intense inspection for any unusual conditions noted in the Level 1 Heightened Inspection by focusing on individual cases, bags, drums, etc.

If the Level 2 Heightened Inspection determines that the Level 1 Heightened Inspection concern identified does not jeopardize the integrity of the product and conditions look normal / typical, then proceed with normal receiving procedures.

If conditions do <u>NOT</u> look normal / typical, the Plant will make the necessary decision regarding disposition and utilize G.O. Regulatory Compliance for consultation as needed.

Trailer Seal Incident Communication

When an incident occurs where an inbound carrier arrives without the proper seal affixed, the Plant or Plant DC will complete the incident report displayed on page 6 titled **"TRAILER SEAL INCIDENT REPORT."** The purpose of the incident report is to document the details obtained from the investigative process, including inspection results, pertinent paperwork and questioning of the carrier.

Electronic copies of the trailer seal policy and the incident report are available on the Manufacturing Supply Chain website. When a Plant experiences an incident, they will fill out the incident report and email to Leslie Schepis at leslie.Schepis@kroger.com.

<u>Example #1</u>: A PO consisting of twelve pack carbonated beverage carriers arrives at a Beverage Plant. The Plant notices the seal # does not match the seal # on the BOL. According to the Trailer Receiving Procedures – Seals flow chart, the Plant must first ask some investigative questions. The carrier states that they were pulled over by the DOT on the way to the Plant and resealed the trailer in the officer's presence. The carrier is able to show the DOT stop entry in his logbook and the DOT ticket with date, time and officer's name. The carrier's dispatcher is also able to verify the DOT stop.

The Plant performs a Level 1 Heightened Inspection. The inspection reveals that the shrink-wrap and pallet top covers on the pallets have not been cut, altered or removed. No unusual conditions, orders, powders or liquids are observed. After completing the inspection, questioning the carrier, reviewing the available paperwork and completing the Trailer Seal Incident report, the Plant makes the decision to proceed with its normal receiving procedures.

<u>Example #2</u>: A PO consisting of 55-gallon drums of liquid raw materials arrives at a Dairy. The Plant notices that there is no seal affixed. According to the Trailer Receiving Procedures – Seals flow chart, the Plant must first ask some investigative questions. The carrier states that when he was stopped by a State Trooper for speeding on the way to the Plant. He states the officer broke the seal. The driver cannot produce a ticket or warning, his logbook has no record of such event and the carrier's dispatcher cannot confirm the stop. The Plant performs a Level 2 Heightened Inspection. The Plant discovers a broken drum seal and Plant rejects the PO. (When coordinating a disposition plan, the Plant should use consultation from G.O. Regulatory Compliance as needed.)

Outbound

Kroger Mfg. Plant or Plant Distribution Center

All staged loads for outbound delivery to another Plant, Distribution Center, or Store(s) need to be secured (padlocked or sealed) **EXCEPT** for those facilities that have a complete perimeter fence **AND** 24/7 guard service. Facilities that do **NOT** have a complete perimeter fence **AND** 24/7 guard service **MUST** secure all trailers immediately after loading.

The Plant or Security Personnel must verify and record that the correct seal number is properly affixed onto the trailer before it leaves the facility grounds.

Copies of BOLs that identify the seal number for outbound shipments must be retained for a minimum of two years.

Carrier

After the supplier (or shipping warehouse) has attached a unique numbered trailer seal to the trailer, the carrier is responsible for verifying that the trailer's door latch does have a seal properly affixed. If the trailer does not have the proper seal affixed, then the carrier should contact the supplier or shipping warehouse.

If a seal must be broken for any reason (border crossing, weigh station, equipment problem, etc.) the carrier must note the time, date, location, seal number and reason for removal on the paper BOL. The carrier is also responsible for communicating this information immediately to his / her dispatcher.

As soon as practically possible, the carrier must reseal the trailer with a new seal. The carrier provides this seal. The carrier must record the new seal number, time, date, and location of old seal break/new seal applied on the BOL.

TRAILER RECEIVING PROCEDURES - SEALS nere a seal on the Yes Follow Normal Rec'g



Level 1 Heightened Inspection –

- Inspect full pallets for evidence of tampering (pallet stretch wrap damaged/cut, drum seals missing or loose, case flaps loose or re-taped or re-glued, strange odor, unknown powder or liquids on product or trailer, and any other unusual conditions.)
- If conditions look normal/typical Follow Normal Rec'g Procedures, if <u>NOT</u> continue with Level 2 Heightened Inspection.

Level 2 Heightened Inspection – In addition to the steps for Level 1:

- Break down and restack a minimum of 4 randomly selected pallets (nose, middle, rear) looking for any unusual conditions noted above to individual cases, bags, drums, etc.
- If conditions look normal/typical Follow Normal Rec'g Procedures, if <u>NOT</u> report findings to G.O. Regulatory Compliance for consultation regarding disposition.

Kroger Manufacturing

BUIK	SHIPMENT	TRAILER SEA	RFPORT
DOF			

1. Date / Time	of Arrival		
2. Inspecting F	Plant		
3. Inspection E	By (Name)		
4. Trailer Num	ber		
5. Carrier Nam	ne		
6. Driver Nam	e		
7. Shipper Nar	me		Origin
8. PO # / Bill o	f Lading #		
9. Seal / Lock I	nformation (B	roke, Missing or Not match	ning BOL, etc.)
10. Type of Pro	oduct on Traile	er	
The following	information n	nust be recorded before co	ontacting G.O. Regulatory Compliance.
Level 1 - Heigh	itened Inspect	ion Information:	
	Product	Unusual Condition(s)	Location in Trailer
1.			
2. 3.			
Level 2 - Heigh	ntened Inspect	ion Information:	
	Product	Unusual Condition(s)	Location in Trailer
1.			
2.			
3.			
Other pertine	nt information	(i.e. driver statement, info	rmation and documentation provided):

Sanitary Food Transportation Requirements Carriers

Carrier will comply with the laws and regulations governing the safe and secure transportation of shipments consisting of groceries or foodstuffs that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws").

Carrier is responsible for the sanitary conditions of Food Shipments during their transportation and complying with Shipper's and/or the vendor's written instructions, including without limitation any temperature set point or temperature range, as provided to the Carrier by Shipper or the vendor in physical or electronic form. Carrier shall apply all written instructions to future Food Shipments of the same goods tendered for the same Shipper, unless instructed otherwise in writing. If Shipper's or a vendor's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss.

Carrier shall verify the temperature of Food Shipments before loading. Carrier must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, or delivery of goods, including without limitation any Bill of Lading ("Shipping Document"). In the event Carrier is unable to verify the temperature due to restrictions imposed by the Shipper, consignor, consignee or due to the physical circumstances of loading, Carrier is excused from performing such verification. The foregoing exception shall not relieve Carrier of compliance with any other provision of this Schedule.

All Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments shall be in a safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load shipments (also known as less-than-truckload, or LTL, shipments), Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in Shipper's and/or a vendor's instructions or Shipping Document, Carrier must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. Carrier must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the Shipper's instructions or Shipping Document.

Immediately upon request or as promptly as practicable thereafter, Carrier will provide Shipper and/or the vendor:

- 1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to Shipper and/or the vendor;
- 2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment;
- 3. Evidence of transportation traceability, including information regarding:
 - a. Previous cargo hauled in bulk or in other Equipment; and
 - b. Maintenance and intervening cleaning procedures for docks and Equipment.

- 4. Appropriate training processes for each person under Carrier's supervision or control involved in providing the services provided; and
- 5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

Carrier shall maintain all documentation and records related to the transport of Food Shipments, including Carrier documentation recording personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to Shipper and/or the vendor upon request.

Carrier shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by Shipper, and Carrier will train its drivers and staff regarding safe transport of Shipper's Food Shipments and other goods.

Liability Related to Food Shipments.

- Carrierr agrees that Food Shipments that have been transported or offered for transport, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). Carrier understands that adulterated shipments may be refused by the Shipper, consignee or receiver upon their tender for delivery at destination, with or without inspection.
- 2. Carrier will be directly and primarily liable to Shipper to assume liability for the result of breach of any of the foregoing requirements specified in this Exhibit. Carrier agrees that Shipper is not responsible for and shall in no way be held liable to Carrier for Carrier's or any consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above.

The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by Carrier shall be within the sole discretion of Shipper and shall be binding on Carrier.

		te)25	DHL Order No SO_000154414	Mizkan Pickup	2	
		Ship Date 02/28/2025	DHL Order No SO_000154414	Mizk	MZPU	
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Sold To:	2000 NUTTER FARMS LN DELAWAREH 43015		KROGER GL DELAWARE 2000 NUTTER FARMS LN DELAWAREOH 43015			
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128		06	120			120	66	99		99	98	98	75	72	110	105	132	132	132	240	132	Total Units Ordered: 2192	
JAN2127YU1		JAN2627YU5	JAN1327YU3		0C10226FD9	FEB1027YU3	JAN2427YU3	FEB0527YU3		JAN1527YU3	DEC1426YU5	DEC2826YU5	JAN2226YU2	JAN1427YU1	JAN2927YU1	DEC2326YU5	FEB0627YU1	FEB0727YU1	JAN2727YU1	JAN1327YU3	FEB1227YU1	Total LPN Count: 20	
Description 12 142	RAGU TRADITIONE IS TO	BER GARLIC ALFREDO 12 15z	V POASTED GARLIC 6/2402	RAGU SIMPLY ROAD FED OF	BERT D'ITALIA ALFREDO 6/16.90Z	RAGU SIMPLY TOMATO BASIL 6/2402	RAGU SAUTEED ONION + GARLIC 12 24 02 JAN2427YU3	100 03 07	RAGU OWS FLAV W/MEAT 12P 23.92	RAGU SUPER MU 12 24zx	RAGU SCE CC RST GRLC PARM 12 16z	RAGU SCE CCR CLASSIC ALFREDO 12 162 DEC2826YU5	Ragu Chunky Garden Combo 6 45z	BERTOLLI SAUCE OLIVE OIL GARLIC 12 2402	BERT TRAD MARINARA HERB AND GAR 6/2402	BERT MUSHROOM ALFREDO 12/15OZ	BERT SPICY ITALIAN SAUSAGE 6/240Z	BERT Vodka 6pk 24oz	BERT Org OI Oil+Basil+Garlic 6pk 24oz	RAGU SIMPLY TRAD 6 240Z	BERT 5 cheese 6pk 24oz		
Line Item Number		84155094	10 84113119 84113118	11 84757906	12 84757941						84155054 84155054	84155054 84155053 84155053			84757872 E	M010010455 E		84757842 B 84757842	84757843 B 84757843	84757888 R 84757888			
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