

# **INVOICE**

BILL TO: WERNER ENTERPRISES INC 14507 FRONTIER ROAD OMAHA, NE 68138 INVOICE DATE: 04/08/2025 INVOICE #: B85030 TERMS: NET 30 DUE DATE: 05/08/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
04/07/2025		2022 N Broadway St, Ballinger, TX 76821 - 4300 E Holmes Rd, Memphis, TN 38118, USA			
		Freight Income	1	\$1,445.00	\$1,445.00

TOTAL	
\$1,445.00	

# 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

Sent at: 04/04/2025 14:50 CST



For Truckload, call to provide tracking updates:

+1 (866)868-5324

Contact your Werner Rep, Alisha Pelham **Email:** Alisha.Pelham@werner.com

Phone: +19725811523 After 5pm (CST):

Truckload: ph +1 (866) 868-5324

Intermodal/Drayage: email wernerimafterhours@werner.com

Power Only: ph +1 (402) 894-3891

**Carrier Rate Confirmation** 

Route # 2001368420

Mode: Truck Size: FTL

Route Type: OTR
Distance: 670 Miles
# of Stops: 2

Origin

Ballinger, TX 76821

Destination

Memphis, TN 38118-7756

Date: 4/7/2025

Expected Min Temp:
Expected Max Temp:

**Temp Setting:** 

**Carrier: RIKI TRANSPORTATION INC** 

**DOT#:** 3119062

SCAC#:

Contact: Connor

Phone:

Email: shawn@rtbrz.com

Total Rate: \$1,445,00 USD

Notes:

**Route Refs:** 

**Vendor Refs:** 

### If this is a Temperature Controlled Shipment Please Follow These Guidelines:

Run all reefers on continuous unless specific written instructions are given to do otherwise. Run reefer at the temperature on BOL. If no temperature on BOL, please call +1 (866) 868-5324 for instructions.

# Stop 1 - Pick Up

Buddy's Plant Plus 2022 N Broadway St, Ballinger, TX 76821

**Date/Time:** 4/7/2025 10:00 **Scheduling:** Appointment

Special	Reqs:
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Loading Type: Live Pallet Count: 0	
Work: No Touch	

**Pick Up Instructions:** 

Facility Notes: MORNING OF PICK-UP: PLEASE PROVIDE ETA WHEN PICKING UP AT BUDDY'S

Commodity Details													
Handlir	Handling Unit Pieces		Hazmat	Description	Dimensions	OD	Temp	Temp	Pre- Cool	Min°	Max°	Weight	
Qty	Туре	Qty	Туре		·			Control	Setting	То	Temp	Temp	_
		0		No	General freight	0 L x 0 W x 0 H ft	No	No					1,745 lb
Add	Additional Details   Load On: Pallet												
Total HU	<b>J</b> : 0		Total HU: 0 Total Pcs: 0						Total Cmdty: 1 Total Wgt: 1745 lb				

# Stop 2 - Delivery MEMPHIS 4300 E Holmes Rd, Memphis, TN 38118-7756 Date/Time: 4/8/2025 06:00 Scheduling: Appointment Loading Type: Live Pallet Count: 0 Work: No Touch Delivery Instructions: Facility Notes:

Handling	dling Unit Pieces			Hazmat	Description	Dimensions	OD	Temp	Temp	Pre- Cool	Min°	Max°	Weight
Qty	Туре	Qty	Туре					Control	Setting	То	Temp	Temp	3
		0		No	General freight	0 L x 0 W x 0 H ft	No	No					1,745 lb
A dditi	ional D		oad On:		Conoral Holgin	ft		1.0					

<b>Carrier Cost</b> Date: 04/04/2025 14:50 CST								
Cost Type	Currency	Cost Per	Units	Total Cost				
Flat Rate	USD	\$1,145.00	1	\$1,145.00				
On Time Delivery	USD	\$150.00	1	\$150.00				
Tracking Incentive	USD	\$150.00	1	\$150.00				
Total Cost	\$1,445.00							

# **Carrier Rate Confirmation Terms & Conditions**

These Rate Confirmation Terms & Conditions ("Rate Confirmation") supersede any other rate agreement currently in place between Werner Enterprises, Inc. ("Werner") and the contracted carrier ("Carrier").

Any additional charges, including detention, require a new rate confirmation for payment. \*Rate Subject to change based on date of shipment\*

### \*\*Brokerage Special Instructions:

Brokerage Load Detention/Layover Instructions: Carrier must notify LogisticsDetention@werner.com 60 minutes after checking in at the facility, whether by appointment or FCFS if loading/unloading has not finished. Detention will be paid after 3 hours. Detention maximum of 4 hrs. Layover will be paid after maximum detention hours have been reached.

TRACKING: All loads MUST be tracked via the provided tracking vendors. Carrier must accept tracking via ELD or cell app tracking. Fines may incur due to non-compliance with tracking requests.

CARRIER COMMUNICATION REQUIREMENTS: Carrier must contact Werner to confirm load by referencing the Werner Route # for the following: 1) To obtain load information and special instructions; 2) Report arrival and departure times at each location listed above if the truck is not tracking within 30 minutes of occurrence; 3) Unauthorized delayed service, failure to communicate delays, and missed appointments can result in penalties. Such penalties will be deducted from the original agreed rate above; 4) Report any overages, shortages, or damages discovered on this shipment; 5) Detention notification, and; 6) Daily check calls are required daily before 10:00 AM if the load is not tracking. \*Non-communication penalties may be applied for any load on which the Carrier is not communicating to meet customer expectations.

# \*\*Intermodal Special Instructions:

Intermodal Detention Instructions: Carrier must notify <u>Detention@werner.com</u> 60 minutes after checking in at the facility, whether by appointment or FCFS if loading/unloading has not finished.

Intermodal/Drayage – Bill of Lading: After pickup, shipper paperwork must be sent to <a href="mailto:DrayBOL@werner.com">DrayBOL@werner.com</a> or fax 855-616-7079. Send event times to ensure prompt waybill.

### \*\*PowerLink Special Instructions:

**PowerLink Detention Instructions:** Carrier must provide notification to Carrier representative 60 minutes after checking in at the facility, whether by appointment or FCFS if loading/unloading has not finished. Detention will be paid after 2 hours. Detention paid at a max of 6 hrs.

### \*\*All Division Instructions:

<u>LUMPERS:</u> Advance fees will apply to all advances provided by Werner. Lumper advances will incur a convenience fee per advance. Lumper fees must be reported immediately, and <u>receipts must be turned in within 48 hours</u> to receive an updated rate confirmation with lumper included. ALL loads that include a lumper fee must have an updated rate confirmation to include the lumper fee and lumper fee must be included on the Carrier invoice when billing. When Werner pays a lumper fee, the receipt will be confirmed and only a deduction of the convenience fee will apply. ANY Carrier-paid lumper charges will not be reimbursed without a receipt. Failure to report and/or submit a lumper receipt for any load will result in the lumper charge either not being compensated or the advance being deducted from Carrier's settlement.

<u>FUEL AND OTHER ADVANCES:</u>: Advance fees will apply to all advances provided by Werner. Fuel advances require the completion of a Carrier Advance Authorization Form to qualify for fuel advances and are limited in amount. The amount of the advance, plus the fee, will be deducted from Carrier's final settlement. \*\*Please note that maximum fuel advances are only available between the hours of 08:00- 8:00 pm EST. Any advance

requested after-hours will be subject to manager approval and may be denied until the following business day. Additional conditions and requirements may apply to after-hours requests. \*\*

QUICKPAY OPTION ONLY: For QuickPay, please email the completed paperwork to carrierimaging@werner.com.

<u>STANDARD PAYMENT (NET 30):</u> Do not send invoices by regular mail. Please submit invoices to <u>carrierimaging@werner.com</u>. To process payment without delay please reference the **Werner Route** # on the invoice and include a copy of the agreed-upon rate confirmation (must consist of all accessorial charges), a legible copy of the Signed Bill of Lading/Proof of Delivery and any receipts for accessorial charges incurred. Werner's standard payment terms are thirty (30) days from receipt of all required documents.

PERISHABLE/NON-PERISHABLE QUALITY ASSURANCE REQUIREMENTS AND STIPULATIONS: Overages, shortages, and any discrepancies must be communicated with a live person at Werner before physically leaving the location. Failure to comply with the previously referenced requirements can result in chargebacks from the buyer, which will be deducted from current, accrued, or future freight invoices from Carrier. Delayed service by Carrier (both negligent and/or unauthorized) can result in a reduction of freight charges owed to Carrier due to a decline in the market value of the product. Figures will be based on current USDA prices at the time of delivery and the buyer's ability to sell the product. If the product is late or damaged and Carrier wishes to have the product placed on its behalf at a new consignee, the net return to Carrier will be based on a price-after-sale basis. Signing for the poor-conditioned product can result in a full claim to Carrier.

<u>SEALS:</u> When the shipper requires trailer seals, the seal MUST be applied with the seal number noted on the Bill of Lading before departure from the shipper. Seals MUST NOT be broken without written approval from Werner. FAILURE TO DELIVER TO THE DESIGNATED CONSIGNEE WITH THE PROPER SEAL INTACT WILL RESULT IN A CLAIM.

<u>CARB/TRU COMPLIANCE:</u> Carrier must be California Air Resource Board ("CARB") compliant when traveling to, from, or through California. Carrier or its agent certifies that any TRU equipment furnished will comply with the in-use requirements of California's TRU regulations. Carrier agrees to indemnify Werner and all other parties from any loss, damage, fine, or penalty resulting from Carrier's failure to comply with any CARB regulations or requirements, including but not limited to, TRU regulations.

TERMS & CONDITIONS: Please return signed rate confirmation to carrierimaging@werner.com. The rate stated above is inclusive of all accessorial charges and surcharges unless otherwise agreed to in writing by Werner. The Carrier is prohibited from subcontracting (double brokering) freight to any other Carrier. In the event Carrier double or re-brokers any shipment, Werner reserves the right to pay the delivering carrier and Carrier waives any right to receive payment for such shipment. Additionally, Carrier shall remain primarily liable as provided herein. Transferring a load to the rail or consolidating with any other freight, unless approved by Werner, could result in a reduction of linehaul or complete payment. The Carrier agrees to full and exclusive use of the trailer for any truckload. This confirmation assumes the Carrier agrees to accept full responsibility for all load specifics including, but not limited to, the rate, pick-up/delivery specifics, appointments, commodity specifications, shipment requirements, and the immediate communication of any/all accessorial charges incurred. Should there be any deviations from the above statement, the Carrier is required to notify Werner immediately of any changes. Any shipment tender is for the exclusive use of the trailer up to 80,000 pounds gross weight for the duration of the shipment.

By accepting this load, Carrier hereby represents and warrants that it has carefully analyzed the transit times required to meet the scheduled pickup, delivery dates, and time indicated above, and is capable of performing the services contemplated herein within the time limits requested and in full compliance with the Hours of Service regulations of the Department of Transportation as outlined in Title 49 of the Code of Federal Regulations, and all other applicable Federal, State, and local laws, rules, regulations, and ordinances. It is the responsibility of the Carrier to not accept any load tender with delivery and/or pick-up times and dates that would result in the Carrier violating any applicable laws or regulations. Routing instructions are for informational purposes only. Carrier agrees it will follow all DOT Hiring and Safety regulations.

This Rate Confirmation must be accepted by Carrier by signing and returning the Rate Confirmation to Werner. Under the Uniform Electronic Transactions Act, a reply email indicating acceptance is sufficient. Regardless, Carrier's act of picking up the load as described on the Rate confirmation will be deemed acceptance of these load and these terms.

<u>CONTACT CONSENT:</u> By accepting this load and/or signing this confirmation, I authorize Werner, its service providers, and/or affiliates to contact me at the phone number Werner has on file for me via phone, and or text (SMS), using automated dialing technology and/or prerecorded or artificial voice, related to my services and for load tracking purposes. This is not a condition for purchase. Message and data rates may apply. To opt-out at any time reply "STOP" or other instructions provided in the text message.

Unless Werner and Carrier have entered into a written agreement signed by both parties, all services under this Rate Confirmation shall be governed by Werner's Standard Terms & Conditions for Brokered Carriers which is available at Werner.com.

Carrier Representative	Date	Carrier Load Number

Date: 04/03/2025

BILL OF LADING Page: 01 of 01

# SHIP FROM

Name: The Scotts Company and Subsidiaries

Address: 2022 Broadway

City/State/Zip: Ballinger, TX 76821

Phone: 1-800-233-5296 SID#: 3022-5001



Bill of Lading Number: 832247751



FOB: 🗌

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Name: N	Memphis	Locatio	n#:								
Address	: 4300 E Holmes	Rd.				CARRIER	NAME: WERNER EN	NTERPRISES IN	IC		
	te/Zip: Memphis,	TN 38118				Trailer number: 289471					
Phone:	937-644-0011				_	Seal number(s):					
CID#: P				FOB	: 🗌	SCAC: RI	DRV		110705		
			EIGHT CHARGES B		No.	Pro numb Equipmen	er: 680224071	6			
			Payables C/O Sterlin	g TMS		P 37					
	: 14111 Scottslav					Load ID: X					
City/Sta	te/Zip: Marysville,	OH 43040									
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PECEIVED	subject to individually del	ermined rates or co	ntracts that have been agreed up	on in writing	The Carri	er shall not make	e delivery of this shipment withou	ut			
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# **Packing List**

To: Memphis 4300 E Holmes Rd. Memphis, TN 38118 Phone: 937-644-0011 From: The Scotts Company and Subsidiaries

2022 Broadway Ballinger, TX 76821 Phone: 1-800-233-5296

Customer PO # : 5001728010

Delivery number (BOL): 832247751

Carrier : RDRV - WERNER ENTERPRISES INC

Cust mat #	Scotts mat #	Description	QTY	UOM	# Each
	2001123	MIRACLE-GRO WS AP PLTFD 1.5LB/6	480	CAS	2,880
	3001502	MIRACLE-GRO LQ AP PLTFD RRP 320Z/6	1,792	CAS	10,752
	301980605	MIRACLE-GRO WS BLMBSTR PLTFD 5.5LB/6	40	CAS	240
	020550605	ORTHO FAK MOUND TRTMNT 3LB/6	84	CAS	504
OTAL			2,396		14,376

Total Pallet Count: 35

**Total Weight** : 40,414

