



## INVOICE

**BILL TO:**  
GENPRO INC  
201 ROUTE 17 NORTH SUITE 900  
RUTHERFORD, NJ 07070

**INVOICE DATE:** 05/30/2025  
**INVOICE #:** R93064  
**TERMS:** NET 30  
**DUE DATE:** 06/30/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
05/29/2025		4 Center Dr, North East, MD 21901, USA - 1523 Steve Reynolds Industrial Pkwy, Commerce, GA 30529, USA			
		Freight Income	1	\$1,050.00	\$1,050.00

<b>TOTAL</b>
\$1,050.00

**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**



201 NJ-17, Rutherford, NJ, 07070,  
P: (800) 243-6770 • E: carrierservices@genproinc.com

Route	Pickup	 	Herr's	1 item	Royal3 Inc
	May 29, 2025 1:30 PM Apt		4 Center Dr North East , MD 21901 (000) 000-0000 Pickup # PO SA19572677 \$100 fee if appt missed Appt #: SG00716302	Qty.: 30 Pallets Handling qty.: 30 Pallets	DOT 2828543 SCAC: ZFIH
	Delivery		Ollie's Distribution Ctr-5100	1 item	Royal3 Inc
	May 30, 2025 10 AM Apt		1523 Steve Reynolds Blvd Commerce , GA 30529 (717) 724-3946 Delivery # PO SA19572677 no onsite parking/ no driver assist PO#859671 / TMS# 190650790 -Driver must have TMS#, PO# on 2 copies of the BOL or they may be turned away at check-in for delivery.	Qty.: 30 Pallets Handling qty.: 30 Pallets	DOT 2828543 SCAC: ZFIH

Equipment Van - dry  
53 ft

Items FAK  
Herr's (North East , MD) > Ollie's Distribution Ctr-5100 (Commerce , GA)  
30 Pallets • 9,947  
#HERR0020796

Total: 1 item 30 Pallets 9,947 null Handling quantity: 30 Pallets

Carrier Royal3 Inc  
MC 944686 • DOT 2828543 • P: (630) 485-7370 - F:  
(630) 485-6980  
  
ZFIH  
SCAC

Rate	Freight - flat	\$1,050.00
	1.0 x \$1,050.00	
	Total	\$1,050.00

#### TERMS AND CONDITIONS

**These Terms and Conditions are included by reference here as a part of the Broker Carrier Agreement as if fully set forth therein.**

**FAILURE TO REPORT ANY ISSUES PRIOR TO LEAVING A PICK-UP/DELIVERY LOCATION MAY RESULT IN CARRIER BEING HELD LIABLE FOR A CLAIM IN ADDITION TO POTENTIAL PENALTIES.**

Genpro may apply penalties in the amounts shown if the following occurs:

- **\$250.00 Penalty** - Late Truck: Missed Delivery Appointment Time
  - Example - 9:00 AM appointment, but the carrier arrives at 9:05 AM.
- **\$250.00 Penalty** - Late Truck: Missed Delivery Date
  - Example - Delivery scheduled for 01/01, but the truck arrives after the last appointment on 01/01.
- **\$500 Penalty** - Missed Delivery Appointment and Delivery Date
  - Both of the above penalties may be applied. Late fees may be higher depending on customer.
- **\$250.00 Penalty** - Location Update: No Check Call:
  - Carrier fails to provide a location update by 10:00 am ET each day while in transit
- **\$250.00 Penalty** - Early Deliveries Without Approval
  - Early delivery fees may be higher depending on the customer.
- **Accessorial charges or surcharges will only be reimbursed to the carrier if the entire transit duration is monitored through the Turvo tracking application, Project 44 integration, or our EDI integration. All accessorial requests must be made in writing via turvo messenger or email by the carrier at the time of occurrence; late requests will be declined.**
- **All lumper receipts must be submitted within 24 hours of delivery. Failure to submit within this timeframe will result in the unloading fee not being reimbursed.**

**Carrier must "ACCEPT TENDER" on the emailed tender notification it receives from Genpro.**

- If the carrier fails to accept but proceeds to pick up the load after receiving the emailed tender documents, the carrier acknowledges that it accepts these Terms and Conditions.
- Double brokering is prohibited. Any shipment brokered by the carrier, OR given to a 3<sup>rd</sup> party without prior written consent of Genpro, will result in forfeiture of payment on this load.
- **ALL RATES LISTED ON THIS CONFIRMATION ARE FINAL.** Requests for additional charges must be submitted in writing via email or Turvo Messenger at the time of the occurrence (either loading or unloading). Failure to comply will result in the declination of the request.

#### **OPERATIONAL REQUIREMENTS**

- **Trailer Inspection**
  - Free of all debris, holes, leaks, or sources of contamination
  - IF a REFRIGERATED load ensure:
    - Refrigeration Unit is properly operating and chute is properly connected and free of damage
    - FOR PRODUCE loads, must be set to "CONTINUOUS"
    - Run Refrigeration Unit as instructed on Shipper's Bills of Lading unless otherwise instructed by Genpro
      - If there are any questions OR there is no temp instructed OR there is a temperature discrepancy on multi-shipper loads, CALL GENPRO PRIOR to leaving the shipper
- **PICK-UP/DELIVERY REQUIREMENTS - In addition to any special instructions listed in Route Section above:**
  - CONTACT GENPRO UPON ARRIVAL AND DEPARTURE from each pick-up/delivery location
    - CONFIRM COUNTS AND PULP PRODUCT - If not allowed on dock, contact Genpro immediately
    - ANY ISSUES WITH PRODUCT OR PALLETS - Contact Genpro immediately
- **TRACK & TRACE Requirements:**
  - MUST PROVIDE DRIVER'S CELL PHONE # (NOT Dispatch) to utilize Genpro's tracking technology
  - Failure to use Genpro's automated tracking technology may result in a fine or penalty.
  - In the event Genpro's technology cannot be used, other options may be available; please speak to your Carrier Sales Rep.
  - CONTACT GENPRO WITH ANY DELAYS WHILE IN TRANSIT - Carrier must provide an updated location by 10:00AM ET every day in transit

**Genpro 24-Hour Dispatch - [dispatch@genproinc.com](mailto:dispatch@genproinc.com) - 800-243-6770, Ext 7907**

**Payment Instructions: Email your Invoice, this Rate Confirmation, POD and any receipts or additional docs to [payables@genproinc.com](mailto:payables@genproinc.com) or Fax 201-623-2454 - Payment Inquiries: 800-243-6770, Ext 7900**



Herr Foods Inc.  
20 Herr Drive  
P.O. Box 300  
Nottingham, PA 19362  
Phone: (610) 932-9330  
www.herrs.com

### Straight Bill of Lading - Original Not Negotiable

The relationship between shipper and carrier is governed exclusively by this Straight Bill of Lading and the attached Terms and Conditions, which are collectively referred to as the "Bill." As used in the Bill, the term "Property" refers to the property listed below, the term "shipper" means Herr Foods Incorporated, and the term "carrier" includes the undersigned carrier as well as any other carrier that comes into possession of the Property.

Warehouse (National Sales #1)  
Drive  
East, MD 21901  
TMS Contact  
Tel. No.: 610-998-2949

#### Consigned To

OLLIE'S DISTRIBUTION CTR-5100  
1523 STEVE REYNOLDS BLVD  
COMMERCE, GA 30529  
Contact: RECEIVING  
Contact Tel. No.: 717-724-3946

Ship To Acct #: 48012  
Bill To Acct#: 48012

Bill of Lading #	Division	Seal #	Booking #	Car or Vehicle Initials / No.
42668	55	5568562		-h1159g
Shipping Terms	Ship Date	Delivery Date	Purchase Order #	Carrier
PREPAID	05/29/2025	05/31/2025	859671	genn

Item Number	Lot Code	Product Description/UPC	Cases Ordered	Units Ordered	Cases Shipped	Units Shipped
6059	112325	HERRS CHIPS 12CT 5.5 OZ STUBB'S ORIGINAL BARBEQUE CHIP 000-72600-07381-4	216	2592	216	2592
7601	110925	12CT 6 OZ BABY BACK RIBS-NATIONAL SALES 000-72600-76013-4	162	1944	162	1944
6060	111725	HERRS CH CURLS 12CT 5.5 OZ STUBB'S CURL 000-72600-07382-1	162	1944	162	1944
6096	110925	12CT 6 OZ HONEY CHEESE CURL-NS 000-72600-06096-8	216	2592	216	2592
6332	110925	12CT 6 OZ HOT N HONEY CHEESE CURL 000-72600-06332-7	270	3240	270	3240
6632	102625	6CT 6.5 OZ GOOD NATURED SELECT PUFFS-NATIONAL SALE 000-72600-08168-0	726	4356	726	4356
Load ref# 190650790						

**CALL CONSIGNEE 24 HOURS BEFORE DELIVERY, DO NOT EXCEED 4500 FEET ELEVATION**

Total Pallets: 30 Total Ship Weight: 9947 Case/Unit Totals: 1752 16668 1752 16668

Shipper Signature

Carrier Drive Signature

266848012

Intending to be legally bound, carrier acknowledges it is familiar with and agrees to the terms and conditions of this Bill and its receipt of the Property in good condition and order. Total estimated carrier charges for shipment of the Property = \$

Roberto

Bill of Lading terms and conditions printed on last page

Page 1 of 2



Herr Foods Inc.  
20 Herr Drive  
P.O. Box 300  
Nottingham, PA 19362  
Phone: (610) 932-9330  
www.herrs.com

## Delivery Receipt

**Shipper:**

Herr Foods Warehouse (National Sales #1)  
04 Center Drive  
North East, MD 21901  
Contact: TMS Contact  
Contact Tel. No.: 610-998-2949

**Consigned To:**

OLLIE'S DISTRIBUTION CTR-5100  
1523 STEVE REYNOLDS BLVD  
COMMERCE, GA 30529  
Contact: RECEIVING  
Contact Tel. No.: 717-724-3946

**Reference Numbers:**

Load Sheet: 42668

Division: 55

Ship To: 48012

Purchase Order: 190650790  
859671

HFI20250529

Carrier: genn

# Pallets / Pieces: 30

Pickup Date: 05/29/2025

Seal #: 5568562 Intact

Requested Delivery Date: 05/31/2025

Weight: 9946.875

Shortage Report  
(enter item and case qty)

Damage Report  
(enter item and case qty)

Overage Report  
(enter item and case qty)

Drop Trailer: ☐ Live Trailer: ☒  
Date Rec: 30 May 25 Appt Date: 30 May 25  
Seal Intact: YES or NO  
Seal # 5568562  
Trailer #: H11596  
Guard Name: TERRY, JOSHUA  
Subject to Count and inspection  
Time in: 0749 Time out: 10:10

Door 511752CSConsignee Signature: Cindy TurpinDate: 5.30.25Consignee Name:  
(please print) OBO

Carrier/Driver Signature: \_\_\_\_\_

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

Carrier/Driver Name:  
(Please Print) \_\_\_\_\_



Herr Foods Inc.  
20 Herr Drive  
P.O. Box 300  
Nottingham, PA 19362  
Phone: (610) 932-9330  
www.herrs.com

## TERMS AND CONDITIONS

1. These Terms and Conditions and the Bill of Lading to which these Terms and Conditions are attached are collectively referred to herein as "this Bill" or "the Bill." This Bill is non-negotiable. The term "cargo" refers to the cargo tendered or shipped under this Bill. The term "carrier" means the motor carrier to which shipper tenders the cargo for delivery and any third-party in possession of such cargo after such tender occurs. (a) Carrier shall be liable as at common law for any loss of or damage to the cargo, except as hereinafter provided. (b) Provided carrier is not in default of this Bill or was not otherwise at fault (and the burden to prove freedom from fault shall be on carrier), carrier shall not be liable for any loss of or damage to cargo or delay that is directly caused by the act of God, the public enemy, the authority of law, or the act or default of shipper, or for natural shrinkage. Except in case of an error or omission of carrier (and the burden to prove freedom from such error or omission shall be on carrier), carrier shall not be liable for loss, damage, or delay occurring while the cargo is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the cargo, or from riots or strikes.

Sec. 2. Unless arranged or agreed upon in writing prior to shipment, carrier is not bound to transport a shipment by any particular vehicle. Carrier will use all commercially reasonable efforts to strictly comply with the pickup and delivery schedule established by shipper. If carrier fails to meet the delivery schedule established by shipper, then carrier will be responsible for all damages, fines, fees, and costs incurred by shipper as a result of such failure, except to the extent carrier can establish by clear and convincing evidence that the delay was caused through no fault of carrier. If there is any incident of breakage, spillage, loss of, or damage to the cargo, then carrier will provide immediate notice and all material details about the incident to shipper. In addition, carrier will immediately notify shipper of any actual or potential delay in the delivery of cargo as soon as carrier determines such a delay may occur. Except as otherwise provided in the next sentence, carrier shall have the right in case of physical necessity to forward the cargo by any route between the point of shipment and the point of destination. Notwithstanding anything to the contrary, to the extent cargo includes finished snack product, under no circumstances shall carrier transport such product at or above an altitude of 4,500 feet. Carrier shall be responsible for any and all loss incurred as a result of shipment above such altitude.

Sec. 3. (a) If the consignee refuses the shipment evidenced by this Bill or if carrier is unable to deliver the shipment due to the fault of shipper or consignee, then carrier's liability shall be that of a warehouseman. In the event of such failed tender or delivery, carrier shall promptly notify shipper by telephone using the phone number for shipper listed on this Bill. Storage charges, based on actual charges incurred, shall start no sooner than the next business day following the notice. Storage shall occur at a location specified by shipper or, in the absence of such a specified location, in any location that provides reasonable protection against loss or damage. (b) If carrier does not receive disposition instructions within 48 hours after giving initial notification to shipper, then carrier will notify shipper a second and final time. Such notice shall advise shipper that if carrier does not receive disposition instructions within 10 days of the final notice, carrier may offer the shipment for sale in a commercially reasonable manner. The proceeds of any sale made under this section shall be applied by carrier to the payment of lawful freight charges; the expense of notice, advertisement, and sale; the expense of storing, caring for, and maintaining the cargo, if proper care of the same requires special expense; and, should there be a balance, carrier will pay the balance to the owner of the cargo.

Sec. 4. Carrier represents and warrants to shipper that carrier shall at all times comply with all applicable federal, state, local, and foreign laws, rules, and regulations including, but not limited to, all applicable federal and state registration, insurance, bonding, personnel, and equipment requirements.

Sec. 5. If carrier later tenders some or all of the cargo to a third-party for delivery or puts cargo in the possession of a third-party, the carrier shall remain responsible for delivery of the cargo in accordance with this Bill. However, a carrier's responsibility for a third-party pursuant to this section will in no way limit that third-party's liability as a carrier under this Bill.

Sec. 6. (a) Carrier will indemnify and hold harmless shipper, the shipper's shareholders, directors, officers, employees, and agents, and the consignee from and against, and will pay to each of the foregoing the amount of, any loss, liability, damage, or expense (including, but in no way limited to, consequential damages, costs of investigation, and attorney fees) incurred, whether or not arising from a third-party claim, that arises from or is in any way connected with: (i) carrier's breach of any of the terms of this Bill, and (ii) any willful misconduct, recklessness, negligence, error or omission, or action or inaction of carrier or any of carrier's principals, shareholders, members, partners, directors, managers, officers, parents, affiliates, subsidiaries, employees, agents, independent contractors, or subcontractors or of any third-party to which carrier tenders any of the cargo for delivery. Carrier agrees that all shareholders, directors, officers, employees, and agents of the shipper and also the consignee are intended third-party beneficiaries of this section 6(a). (b) Except to the extent Pennsylvania law is preempted by federal transportation law, this Agreement must be construed in accordance with, and all disputes under this Agreement are subject to and will be decided under, Pennsylvania law without regard to conflict or choice of law principles. (c) Any and all disputes of any nature between shipper and carrier will at either party's election be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Any arbitration under this Agreement will be administered by a panel of three (3) arbitrators selected as follows: shipper will select one disinterested arbitrator, carrier will select one disinterested arbitrator, and the two arbitrators so selected will, in turn, select a third disinterested arbitrator. Any arbitration under this Agreement will be conducted at a specific location in Lancaster County, Pennsylvania chosen by majority vote of the arbitration panel. The arbitration panel may allocate among the parties the costs, fees, and expenses of the arbitration proceedings in any manner deemed appropriate by the panel. Any resulting arbitration award will be entered and confirmed in a court of competent jurisdiction. (d) Any and all disputes of any nature between shipper and carrier that are not or cannot be submitted to arbitration will be submitted to the jurisdiction of, and will be resolved by, the Lancaster County Court of Common Pleas in Lancaster, Pennsylvania. Each party irrevocably submits and waives any challenge to the aforementioned Court's exercise of personal jurisdiction and venue. (e) If a dispute between shipper and carrier is finally resolved through litigation or arbitration, the party that substantially prevails will be entitled to recover the attorney fees it incurred in the litigation or arbitration from the other party.

Sec. 7. This Bill constitutes the entire agreement between shipper and carrier regarding the shipment and cargo evidenced by the Bill. There are no other terms, obligations, covenants, representations, warranties, statements, or conditions, oral or otherwise, of any kind whatsoever between shipper and carrier regarding such shipment or cargo. The Bill shall control over any form, receipt, or confirmation that carrier provides to shipper. No alteration, addition, or erasure in or on the Bill shall be effective unless shipper gives its prior express written consent to such change. If any provision of the Bill is held invalid or unenforceable by any court or arbitrator of competent jurisdiction, the other provisions will remain in full force and effect. Any provision of this Bill held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Sec. 8. In the event carrier is transporting the cargo pursuant to a brokered arrangement, carrier acknowledges and agrees: (a) It is providing motor carrier services to shipper as a subcontractor of a broker and hereby designates said broker as its agent for collection of all freight and accessorial charges due under this Bill. Such charges shall be due and payable upon carrier's signature on and return of the Bill, proof of delivery in compliance with the Bill, and shipper's receipt of an invoice from said broker. (b) Shipper has made no agreement, express or implied, and has no responsibility to pay carrier directly for services. (c) Effective upon shipper's payment of an invoice provided by a broker for services rendered by the carrier, the carrier (X) irrevocably waives any and all claims against the shipper and the consignee for any payment or other compensation for such services, and (Y) agrees to look solely to the broker for payment for such services. The waiver in the preceding sentence shall apply even if the broker fails to invoice the correct amount for carrier's services. The consignee is an intended third-party beneficiary of this section.