



## INVOICE

**BILL TO:**  
ITF LOGISTICS GROUP LLC  
1124 NASHVILLE ST  
SAINT PETERS, MO 63376

**INVOICE DATE:** 07/10/2025  
**INVOICE #:** B100189  
**TERMS:** NET 30  
**DUE DATE:** 08/10/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
07/09/2025		35 Rix Mills Rd, New Concord, OH 43762 - 847 ELLSWORTH RD, ROME, NY 13441			
		Freight Income	1	\$1,700.00	\$1,700.00

TOTAL
\$1,700.00

#### 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**



## Carrier Rate Confirmation

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**Load TR-0000425757-01**

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**Bill To** ITF LOGISTICS GROUP LLC (MC 122311)  
11990 Missouri Bottom Road  
Hazelwood, MO 63042

**Phone** (877) 477-9677  
**Email** accounting@itfgroup.com

<b>Carrier</b>	Riki Transportation	<b>Driver Name</b>		<b>Truck</b>	
<b>Phone</b>	(708) 303-5150	<b>Driver Id</b>		<b>Trailer</b>	
<b>MC#</b>	086875	<b>Cell Phone</b>		<b>Team required</b>	No
<b>Fax</b>	(708) 303-5150	<b>Equipment</b>	53Van	<b>Hazmat</b>	No
		<b>Pre-cool temp/mode</b>	NA/NA	<b>Shipment miles</b>	492.6

### Pickup

**Company** US88 - C P New Concord  
**Address** 35 Rix Mills Rd  
**City, State, Zip** New Concord, OH 43762  
**Phone** (740) 826-0063

### Appointment

7/9/2025 15:30 - Set  
RSN:AM

Goods	Description	Weight	Volume	Units	Pallets
Retail	Palletized Retail Freight	42,000.0	0.0	3454	0
<b>Total</b>		42,000.0	0.0	3454	0

**Directions notes**  
Follow I-70 E to US-22 E/US-40 E/I-70 ALT/E Pike in Perry Township. Take exit 164 from I-70 E  
Follow US-22 E/US-40 E/I-70 ALT/E Pike to your destination in Union Township

### Delivery

**Company** FAMILY DOLLAR NYDC  
**Address** 847 ELLSWORTH RD  
**City, State, Zip** ROME, NY 13441

### Appointment

7/10/2025 05:00 - Set  
RSN:AM

Goods	Description	Weight	Volume	Units	Pallets
Retail	Palletized Retail Freight	42,000.0	0.0	3454	0
<b>Total</b>		42,000.0	0.0	3454	0

Pay Type	Description	Quantity	Rate	Amount
Accept Tracking	On time Pick up and Delivery. If not tracking on Macropoint 4 hours before pickup load will be cancelled without TONU!	1	\$200.0000	\$200.00
LineHaul	\$200 Fine if POD is not sent within 24h after delivery	1	\$1,500.0000	\$1,500.00
<b>Total Agreed to Charges</b>				<b>\$1,700.00</b>

**Load TR-0000425757-01**[Check our new loadboard](#)[Sign up for haulerhub](#)**Terms and Conditions:**

(1) Accessorial Charges: The Rates and Charges detailed herein are the only Rates and Charges applicable to this load, and include all Accessorial Charges (i.e. stop pay, loading/unloading, fuel surcharge, etc.). Only original receipts from official companies providing Accessorial services, bulkheads, or pallets will be accepted and reimbursed. Driver loading and/or unloading shall not be reimbursed. Carrier will only be reimbursed for Accessorial Charges if it [a] provides written notice to Broker at the time such Accessorial Charge is incurred and [b] submits an original receipt from the official company providing the necessary and applicable Accessorial services, bulkheads, and/or pallets with the Carrier's invoice and all other required billing documents. (2) Payment and Billing Documents: In accordance with the Broker-Motor Carrier Agreement ("BMCA"), payment by Broker will be made within thirty (30) days of receipt by Broker of Carrier's Billing Documents. All payments made via EFS Check, including those for advances, are subject to a \$10.00 EFS Check charge. Required Billing Documents include [a] the executed Rate Confirmation, [b] signed BOL's, [c] Carrier's invoice, [d] applicable Accessorial receipts, and [d] all other shipping documents required by Broker to secure payment from its Customers. (3) Detention: Carrier shall have a 3-hour window (free time) from its scheduled appointment to be loaded/unloaded. In order to be eligible for detention, Carrier must arrive on time for the appointment (at or before the beginning of the appointment time listed herein) and immediately notify Broker in writing if it is not loaded/unloaded within 1 hour after the appointment time. Carrier may then be eligible for possible detention beginning 2 hours after Broker is notified via email. The rate of any detention to be paid is \$25/hour up to an absolute maximum total rate of \$150/day. Unless Carrier is otherwise able to establish arrival and departure times in accordance and in compliance with the terms of the Freight Visibility section, no detention shall be paid to Carrier unless the shipper and/or receiver, as applicable, legibly stamps or documents Carrier's arrival and departure times on the BOL's. Further, no detention shall be paid to Carrier when Carrier fails to comply with the terms and conditions of the Freight Visibility section below. Carrier shall not be eligible for detention at FCFS facilities or on Appointments where FCFS is indicated on this Rate Confirmation. Layover charges shall not apply. Carrier shall indemnify and hold Broker harmless for any and all Customer charges imposed for Carrier's late arrival to an Appointment, except and to the extent such late arrival was caused by Broker. (4) Advances: Advances are subject to the sole and absolute discretion of Broker and no advances will be issued unless negotiated prior to this Rate Confirmation. In addition to any other applicable charges, all advances issued will be subject to a charge equal to 3% of the advanced amount. (5) Indemnification: In accordance with the BMCA, Carrier agrees to defend, indemnify, and hold Broker and the Customers harmless from any and all direct and/or indirect loss, liability, damage, delay, expense, cost, including reasonable attorneys' fees, fines, actions and claims for injury to persons (including death) and for damage to property arising out of or in connection with Carrier's actions. Further, Broker reserves the right to withhold, offset, or deduct from any amount due to Carrier for claims or pending claims owed by Carrier. (6) Double Brokering: ABSOLUTELY NO DOUBLE BROKERING IS PERMITTED. (7) BMCA: The terms and conditions set forth in the BMCA, whether or not executed by Carrier, are incorporated by reference into this Rate Confirmation and proprietary information subject to the Confidentiality provision of the BMCA shall include any and all records and information reviewed under Section 371.3 of Chapter 49 of the Code of Federal Regulations. By executing this Rate Confirmation or by actual acceptance of the tendered load, the Carrier hereby confirms and acknowledges that Carrier remains fully subject to all such terms and conditions when performing services with respect to this load. No modifications or amendments to this Rate Confirmation shall be binding against Broker unless initialed and signed by an authorized representative of Broker. If any terms of the BMCA are found to be inconsistent with any terms in this Rate Confirmation, the terms of this Rate Confirmation shall prevail. (8) Trailer Leasing Agreement: In the event Carrier has executed a Trailer Leasing Agreement with or is otherwise leasing trailer equipment from Sky Lease, LLC or ITF, LLC for the use of such equipment to transport this load, the terms and conditions set forth in the Trailer Leasing Agreement, whether or not executed by Carrier, are incorporated by reference into this Rate Confirmation. In addition to any other rates or charges detailed herein or in the Trailer Leasing Agreement, Carrier shall pay to Broker and/or allow Broker to deduct from the amount Broker owes Carrier, the sum of \$200.00 for such use of the trailer equipment on this load. (9) Product Count, Securement, & Commodity: Carrier is responsible for securing the product and for the case, pallet and/or product count (as applicable) as evidenced on this Rate Confirmation and each applicable BOL. Carrier shall call Broker and make appropriate notations prior to signing the BOL or leaving the shipping facility in the event Carrier is not allowed on the shipping dock to witness loading and is unable to secure the product, verify case, pallet and/or product count, or determine specific product/commodity type(s). By signing the BOL and/or failing to notate any shortage or damage on the BOL (with shipper's written confirmation), Carrier attests that it received all products listed on the BOL in good condition and that the product is properly secured. Upon delivery or attempted delivery, Carrier shall immediately communicate any and all product overage or other undelivered or rejected product to Broker and must await Broker's instructions regarding the disposition of such product. Regardless of whether this or any subsequent Rate Confirmation includes any charge item or amount related to the disposition of such product, Carrier, at its sole cost and expense, shall be responsible for the return, redelivery, destruction, disposal, or donation of such product in accordance with Broker's instructions. Further, Carrier, at its sole cost and expense, shall be liable for those additional or replacement transport costs incurred by Broker or its Customer as a result of Carrier's failure to pickup, transport, and delivery any full or partial PO/BOL/Pickup listed herein. (10) Carrier Updates: Broker's Customer requires that Carrier provide to Broker status and location updates for this load, at the following times: [a] at loading, [b] at delivery, and [c] at least once a day during transport. (11) Reefer Temperature: Always refer to BOL for the required reefer temperature. Such stated temperature on the BOL is to be continuously maintained until all freight transported hereunder has been offloaded at the applicable destination(s). As the temperature is to be continuously maintained, at no time during transit of this load shall Carrier run its reefer on cycle mode. If no temperature is stated on the BOL or conflicting temperatures are given in a single or multiple documents, Carrier shall obtain written confirmation of the correct temperature from the shipper and immediately notify and advise Broker in writing of such temperature for verification. (12) Weight: Carrier acknowledges and agrees that any and all weights listed herein are estimates only, provided as of the date of this Confirmation, and that Broker shall not be responsible for any additional rates or charges resulting from the difference between the weight listed in this Confirmation and the greater actual weight shipped. It is Carrier's sole responsibility to abide by, adhere to, and ensure compliance with any and all applicable laws, regulations, and restrictions related to vehicle weight, include all local, state and federal axle and gross vehicle weight restrictions. Carrier acknowledges and agrees that it is solely responsible for the payment of any and all charges, fines, tickets, or other expenses arising out of otherwise related such violations, and neither Broker nor any applicable shipper shall have any liability for such charges, fines, tickets or other expenses. (13) Directions: Any directions provided by Broker or its Customers, whether orally or in writing, are for informational purposes only. The Carrier shall be solely responsible for the selection of its route and



## Carrier Rate Confirmation

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**Load TR-0000425757-01**

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operating lawfully and safely over any road, highway, bridge and/or route, as well as responsible for any fines, penalties, or citations that are incurred as a result of its operations that are found to be in violation of any regulation, law or ordinance. (14) Truck Ordered Not Used (TONU): In the event the load detailed herein is cancelled or reassigned to another provider, Carrier shall be entitled to receive \$150 as a TONU charge only if the load is cancelled or reassigned less than twelve (12) hours before the first pickup's scheduled appointment time, (ii) more than one (1) hour has passed since Broker received this Confirmation signed by the Carrier, and (iii) the cancellation or reassignment of the load did not arise out of or result from Carrier's actions or inactions (including Carrier delay, equipment breakdown or rejection, Carrier leaving the facility for any reason prior to completing loading, or failure to provide timely status updates or necessary paperwork). In no event will Carrier be entitled to TONU charges if Broker had not received this Confirmation signed by the Carrier prior to the cancellation or reassignment. (15) Freight Visibility: In the event Broker's Customer requires or requests Carrier's compliance and/or participation with applications or programs of third-party, freight visibility providers, including MacroPoint and FourKites, by accepting possession of the freight detailed herein or by signing this Confirmation, Carrier hereby consents and agrees to the disclosure by Broker of Carrier's and/or its driver's phone numbers to such Customer and/or freight visibility providers for the sole purpose of tracking the location of the Customer's freight. Further, Carrier hereby consents and agrees that Carrier's driver(s) shall register, participate, and comply with the freight visibility provider's applications or programs throughout transit of this load in accordance with such Customer's instructions as communicated through Broker and/or the freight visibility provider, and that Carrier is solely responsible for the direction and supervision of its drivers and the control of its vehicles. (16) If the load is going to Walmart Facilities, WAL-MART WILL NOT ALLOW or UNLOAD Target, Shnuks, Kroger, Costco, Publix, Meijer, McLane (competitor) trailers. This includes Amazon power-only trailers. If you take a competitor trailer to Wal-Mart, they will refuse to unload and you will be required to take the shipment back to the shipper at your own cost, no payment will be sent to a carrier hauling a competitor trailer. Carriers must inform us about any trailers that do not belong to them or are being leased from a third-party company prior to booking, otherwise, in case of trailer rejection at the facility, TONU will not be provided. (17) Trailer Detention Policy: Trailer detention starts after 72 hours of trailer dwell not including weekends, \$40 per trailer/day up to an absolute maximum of \$400 a month not including weekends. (18) Loads must be delivered at the scheduled appointment time. Drivers cannot deliver early under any circumstances. All deliveries made before or after the appointment date will be subject to a \$400 fine.

BY \_\_\_\_\_  
Carrier Riki Transportation Inc.  
Phone (708) 303-5150 Phone: \_\_\_\_\_  
Fax (708) 303-5150  
Authorized Signature \_\_\_\_\_

BY loadmanagerapp  
Company ITF LOGISTICS GROUP LLC (MC 122311)  
E-mail loadmanagerapp@itfgroup.com  
Phone (877) 477-9677 Fax \_\_\_\_\_  
Fax \_\_\_\_\_



**SUPPLEMENT TO THE BILL OF LADING**

Page: 2

Date: 07/09/2025

CP PO#: 25435345

Bill of Lading Number: 7001669350


CP Delivery#: 2267635529

**CARRIER INFORMATION**

SHIPPED		WEIGHT	H.M. (X)	SKU#	ITEM DESCRIPTION	GTIN CODE
QTY	TYPE					
4	CS	19.296 lbs		61043950	CTBM Total Foaming Clean Medium 1pk_NA	10827854016929
4	CS	19.296 lbs		61043956	CTBM Total Whitening Soft 1pk_NA	10827854016946
21	CS	100.38 lbs		CH01923A	COL 360 ADVANCED OW TB CS MU CHS 2PK NAH	10035000454611
30	CS	123.6 lbs		US07308A	HELLO ACTVD CHARCOAL 4.0Z FF TP	20819156020039
19	CS	137.56 lbs		US05225A	OW TP 4.2Z CS MU STAIN FIGHTER 2PK	10035000459593
20	CS	165.74 lbs		MX05315A	OW NON-HP STAIN FGTR 4.2 CS SP CLEAN MNT	10035000458367
24	CS	228.72 lbs		61046655	TOTAL TP WHTNG PST 5.1Z CS MU 2PK	10827854001949
108	CS	248.292 lbs		US06965A	SUAVITEL CMPL CS SP WATERFALL	10035000980387
48	CS	457.44 lbs		61045407	TOTAL TP WHTNG GEL 5.1Z CS MU 2PK	10827854001918
40	CS	612.16 lbs		61046775	COLG TOTAL GUM HEALTH MW 1L CS SP CLN MT	10035000671544
312	CS	858.312 lbs		US06036A	DRYER COMPLETE 70E CS SP FIELD FLOWER	10035000472998
30	CS	902.64 lbs		61043170	SUAVITEL BASE 105F CS SP SOOTH LAVENDER	10827854008863
294	CS	1073.394		US04968A	SS LHS CS SP 7.5OZ ALOE	10074182456341
160	CS	1161.28 lbs		US03437A	IS BAR 3.75Z CS SP ICY BLAST	0035000148988
128	CS	1224.192		61018665	ISS ALOE 3.7Z CS 8BAR 4CT	10035000995688
120	CS	1272 lbs		61046110	SS LHS 50F/1.47L CS SP MILK & HONEY	10827854019364
126	CS	1428.336		61047055	POL DSH ULT 8.0F 236.5ML OXY	1003500002133
186	CS	1514.412		MX06953A	TRIPLE ACTION 6.0Z CS 3PK (UNICARTION)	10035000971958
114	CS	1535.352		US04229A	POL ULTRA 20F CS SP OXY	10035000450415
150	CS	2833.35 lbs		61034400	SUAVITEL CMPL 46F CS SP HYGIENE FRESH	10827854009440
144	CS	3055.248		61045734	SUAVITEL COMPLETE 25F CS SP TROPICAL	10827854018787
640	CS	4310.4 lbs		114223	ISS ORIG 3.75Z CS SP 3BAR	00035000142238
240	CS	4416 lbs		US06022A	POL DSH EC 828ML CS SP ORIGINAL	10058000142876
312	CS	9218.352		61050531	FABULOSO 33.8F CS MU PEACH 2X 2PK	10827854023699
32	PL	2080 lbs		P099700	CHEP Pallet	
3306		38995.752 lbs			<b>ORDER TOTALS</b>	3306





Date: 07/09/2025		BILL OF LADING		Page: 1	
<b>SHIP FROM</b>		Bill of Lading Number: 7001669350			
Name: Colgate					
Address: 35 Rix Mills Road		CP Delivery#2267635529			
City/State/Zip: New Concord, OH 43762					
SID#:		CARRIER NAME: ITFG			
FOB: <input type="checkbox"/>		Trailer number: P5260126			
<b>SHIP TO</b>		Seal_Nbr: 05699460			
Name: FAMILY DOLLAR STORES, INC. Location #:		PO#: 25435345			
Address: 847 ELLSWORTH ROAD		CP DELIVERY#: 2267635529			
City/State/Zip: ROME, NY 13441-0000		SHIPMENT#: 7001669350			
CID#:		SCAC: ITFG			
FOB: <input type="checkbox"/>		Pro number:			
<b>THIRD PARTY FREIGHT CHARGES BILL TO</b>		Freight Charge Terms:			
Name: Colgate c/o Transplace		(freight charges are prepaid unless marked otherwise)			
Address: P.O. Box 425		Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/>			
City/State/Zip: Lowell, AR 72745					
<b>SPECIAL INSTRUCTIONS:</b>					
DELIVERY BY TIME: 07/10/2025 03:00 AM		<input type="checkbox"/> Master Bill of Lading: with attached underlying Bills of Lading (check box)			

CUSTOMER ORDER INFORMATION									
CUSTOMER ORDER NUMBER		# PKGS	WEIGHT	PALLET/SLIP		ADDITIONAL SHIPPER INFO			
25435345		3274	36915.752 lbs	Y N		2267635529 Stop# 1			
GRAND TOTAL		3274	36915.752						
CARRIER INFORMATION									
SHIPPED		PACKAGE		WEIGHT		COMMODITY DESCRIPTION		LTL ONLY	
QTY	TYPE	QTY	TYPE	WEIGHT	VOLUME	H.M. (X)	COMMODITY DESCRIPTION	NMFC #	CLASS
32	PAL	3274	CAS	38995.752 lbs	1444.332		Toilet Preparations	59420-2	85
32		3274		38995.752	1444.332		GRAND TOTAL		
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: *The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.						COD Amount: \$ Fee Terms: Collect <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>			
NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).									
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.						The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Shipper Signature			
SHIPPER SIGNATURE/DATE This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.				Trailer Loaded: Freight Counted: <input checked="" type="checkbox"/> By Shipper <input type="checkbox"/> By Driver <input type="checkbox"/> By Driver/pallets said to contain		CARRIER SIGNATURE/PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.			

Carrier Royal 7362  
Driver Name Chen  
Driver Signature [Signature]  
Date 7/9/25

FAMILY DOLLAR STORES DIST. CENTER  
BY: [Signature]

JUL 10 2025

7-10-25



**Bill of Lading**  
**Additional Terms and Conditions**

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RECEIVED, subject to the motor carrier agreement (the "Agreement") in effect on the date of the movement between COLGATE-PALMOLIVE COMPANY or its affiliate ("Shipper") named on the first page of this non-negotiable bill of lading ("bill of lading") and Carrier or between Carrier and another party, and not subject to any of Carrier's tariffs, classifications or rules, the Shipment (as hereinafter defined), in good order, except as noted, marked, consigned and destined as shown herein, which Carrier agrees to carry to destination.

The terms and conditions of the Agreement shall control the transportation evidenced by this bill of lading. If the Agreement is in effect, this bill of lading shall serve as a receipt only for the goods being transported (the "Shipment"). If no Agreement is in effect, then the Shipment shall be transported by Carrier pursuant to all of the terms of this bill of lading.

This bill of lading is non-negotiable and may not be used for transfer of ownership of the Shipment. If a "Pro Sticker", which purports to change the terms and conditions stated in this bill of lading, is attached, it shall have no binding effect upon the terms of this bill of lading.

The obligations of Carrier signing this bill of lading are as follows:

- (a) Broker as Agent of Carrier. If the services provided by Carrier for this Shipment were arranged through a broker, then Carrier designates the broker as its agent for the collection of freight charges. Upon Shipper's payment of freight charges to the broker, Carrier shall have no claim against Shipper or any consignee for the freight charges.
- (b) Safety Rating. Carrier certifies and warrants that it currently has in effect a "Satisfactory" rating from the FMCSA. If Carrier has no safety rating, it must notify Shipper of that fact before accepting a shipment.
- (c) Payment. Unless Shipper has contracted with a broker for services provided by Carrier, Shipper will pay Carrier within 30 days from the receipt of Carrier's invoice for Carrier's services. All charges pertaining to the transportation of the Shipment shall be deemed as prepaid by Shipper unless otherwise indicated by marking the "Collect" box in the "Freight Charge Terms" section of this bill of lading, in which case, Carrier agrees to collect all freight and other charges from the party indicated in the "Bill To Party" section and Shipper shall have no liability for and shall be held harmless from any freight charges or other charges. Carrier will be paid the rate and charges agreed upon by Shipper and Carrier for this Shipment and not the rates or charges contained in Carrier's tariffs, classifications or rules. Carrier waives any lien that it may otherwise have on this Shipment.
- (d) Proof of Shipment's Condition. Carrier, upon receipt of the Shipment, must note any damage to the Shipment on this bill of lading. The absence of any written damage notation or limitations in inspecting the Shipment on the front of this bill of lading shall create a presumption that the Shipment was delivered to Carrier in good order and condition. Carrier shall be liable for delivering the number of cases, packages, units, etc. noted on this bill of lading, and shall deliver the Shipment in the same condition and unitized package as received by Carrier.
- (e) Shipment Security. Containers or equipment received with broken, missing or unreadable seals, or seal numbers that are different than those noted on this bill of lading may be rejected by Shipper in its sole discretion and Carrier will be liable for any loss or damage incurred by Shipper as a result of such seals or seal numbers.
- (f) Damages. Carrier shall be liable for the invoice value, excluding any trade discounts, of any Shipment that is damaged or lost by Carrier. Shipper shall also be entitled to include in its claims, Shipper's labor costs, product destruction costs and other costs, which Shipper can reasonably demonstrate resulted from such damage or loss. Carrier shall be responsible for payment of any claim for loss and/or damages to Shipper regardless of Carrier's claim status with its insurance company. Carrier shall also be responsible for all other costs of a claim, including, but not limited to, the cost of experts, reasonable attorneys' fees and costs, and any additional costs incurred to transport the Shipment. Carrier's liability shall not be subject to the rules of contributory or comparative negligence. In the event this Shipment has been arranged by a broker and the Carrier has damaged Shipper's freight, the responsibilities of the broker are the same as Carrier's responsibilities as stated in the Agreement with broker.
- (g) Independent Contractor. All activities performed by Carrier under the terms of this bill of lading shall be carried on by Carrier as an independent contractor and not as an agent for or employee of Shipper, and nothing contained elsewhere in this bill of lading shall be construed to be inconsistent with Carrier's status as an independent contractor.
- (h) Delivery. Shipper and Carrier both understand and agree that time is of the essence in the performance of the transportation services specified in this bill of lading. Carrier will transport all Shipments tendered pursuant to this bill of lading or Agreement to the specified consignee(s) at the specified destination at the specified time, or if time has not been specified, then with reasonable dispatch. Carrier will transmit to Shipper via Electronic Data Interchange ("EDI"), or other means as directed by Shipper, information related to appointments, delivery dates, order information, claims or proof of deliveries.

(i) Handling of Product. Carrier agrees to transport the Shipment in strict compliance with instructions provided by Shipper in this bill of lading or otherwise. The Carrier must not leave the Shipment unattended in unsecured locations. The Carrier shall preserve the chain of custody for the Shipment.

(j) No Assignment or Subcontracting. Carrier shall transport all Shipments from origin to destination. Carrier will not use substitute transportation. Carrier shall not broker, inter-line, assign, transfer or delegate its responsibilities under this bill of lading to another motor or rail carrier, broker or third party for delivery without Shipper's written permission. This requirement does not apply to use by Carrier of local cartage agents, if reasonably necessary, which will be deemed a subcontractor of Carrier. In all events, Carrier will remain responsible to Shipper for fulfillment of all of Carrier's obligations under this bill of lading. If Shipper fails to pay a subcontractor in a timely manner, Shipper shall have the right, but not the obligation, to pay any subcontractor directly and deduct the amount otherwise due to Carrier for any and all Shipments.

(k) Indemnification. Carrier agrees to indemnify, defend and hold harmless Shipper, its officers, directors, employees, shareholders, agents, representatives, suppliers and customers against any and all claims, demands, actions, causes of action and all liability, loss, cost, damage, and expense (including reasonable attorneys' fees) whether actual, pending or threatened, Shipper may incur as a result of (i) a breach of any representation or warranty made by Carrier hereunder or (ii) any act or deed, whether by way of tort or contract, committed or omitted by Carrier, its employees, agents and/or subcontractors in its performance under this bill of lading, except to the extent such acts or deeds were committed or omitted by Carrier in reliance on instructions by Shipper under this bill of lading. Nothing in this Section shall require Carrier to indemnify Shipper against any claim or liability to the extent it results from the negligence or willful misconduct of Shipper.

(l) Salvage. Carrier is not permitted to salvage Shipper's products. All Shipments transported under this bill of lading shall remain the sole and exclusive property of Shipper notwithstanding the payment of any claim for damages to the Shipment. None of the Shipment, including, without limitation, any lost or stolen freight recovered by Carrier or its agents or damaged or expired freight, shall be transferred or delivered by Carrier to any person or entity except as directed in writing by Shipper or on this bill of lading.

(m) Failure to Deliver. If the Shipment is refused by the consignee, the Carrier shall immediately notify Shipper and follow Shipper's instructions regarding the redelivery or storage of the Shipment. Carrier shall be liable for any and all damage incurred by Shipper as a result of failing to deliver the Shipment.

(n) No Waiver. Except as otherwise expressly stated herein, Shipper does not waive any rights and remedies which it has at law or in equity. In the event that any statute, law, or regulation is in conflict with or differs from the terms and conditions in this bill of lading, the terms and conditions of this bill of lading will apply to the extent that they are not in violation of any law, statute or regulation.

(o) Set-off. Shipper may, with or without notice to Carrier, set off against past, current and future amounts due by Shipper to Carrier hereunder all (i) damages, costs, expenses and obligations sustained or incurred by Shipper by reason of Carrier's default, and (ii) all amounts owed by Carrier to Shipper under any indemnification obligation in this bill of lading or otherwise.

Each Shipment must be handled in compliance with Shipper's instructions, including, but not limited to, the following:

**DRIVER'S INSTRUCTIONS:**

1. Shipper will load, count, apply seals and record seal number(s) on the bill of lading.
2. Before sealing, driver will check load for proper, safe loading, if possible.
3. Driver will print and sign his/her name for the number of pieces, cases, pallets, etc. loaded, where indicated.
4. Driver will record any exceptions to product condition or count.
5. Driver will read and follow special instructions, if any.
6. Driver will call Shipper at the number on this bill of lading if the Shipment is delayed, damaged or stolen, if the seal is accidentally broken or if consignee refuses to accept the shipment.
7. If the seal number has been changed, driver will record a new seal number and reason for breaking of original seal.
8. Driver or driver's dispatch will, prior to delivery, call for an appointment, as indicated on this bill of lading.
9. Driver will write "Seals Intact" on delivery receipt if consignee agrees.
10. Driver will ensure that trailer will be clean and free of debris, pest infestation, dunnage, mold, undesirable odors, toxic chemicals or waste, and anything that may contaminate or adulterate food products.
11. Driver will ensure that trailer will be free of holes, leaky door seals, nails, broken floors, etc.
12. Driver will ensure that mechanical refrigeration units in refrigerated trailers will be in good working order to maintain the temperature required.