



583 CR NW 1010 MOUNT VERNON, TX 75457 Dispatcher: Cassy H

LOAD#

41871

Phone #:

903-588-2940

Ship Date:

04/29/2024

Fax #:

903-588-2948

Today's Date: 04/30/2024

Email:

cassy@loadcommanderllc.com

W/O:

LPN146155

Carrier

Phone #

Fax #

Equipment Agreed Amount Load Status

APEX GLOBAL TRANSPORT SYSTEMS LLC \*

832-868-9864

Flatbed

\$1,650.00 USD

On Route

Shipper 1

JSW Steel 5200 East Mc Kinney Baytown, TX, 77523 Phone: 281-383-2525 x5120 Date:

04/29/2024 1:00 PM

Purchase Order #: Major Intersection: LPN146155

Time: Type:

Weight:

Shipping Hours:

281-383-5103

Quantity:

40000 lbs

Appointment: Description:

---STEEL PLATES---536-

117-4

**Shipper Notes:** 

\*\*DRIVERS NEED TO MAKE SURE THEY ARE GETTING THE LPN THAT IS LISTED ON THE RATE CONFIRMATION. IF IT IS DIFFERENT THEY NEED TO NOTIFY US ASAP. \*\*WE WILL PAY DETENTION IF NEEDED.

DRIVER/DISPATCHER WILL NEED TO NOTIFY US ONCE THEY HAVE BEEN THERE FOR 2HRS. AS SOON AS THE DRIVER IS LOADED I NEED A COPY OF THE POD TO HEATHER@LOADCOMMANDERLLC.COM. IF NOT RECEIVED BY 8AM THE FOLLOWING MORNING NO DETENTION TIME WILL BE PAID \*\*\*ALL BOL'S MUST HAVE A SIGNATURE FROM THE

DELIVERY SITE OR CARRIER WILL NOT BE PAID\*\*\*

Consignee 1

MEYER UTILITY STRUCTURES LLC 2388 W RISINGER ROAD Fort Worth, TX, 76134

Phone: 817-253-6685

Date:

04/30/2024

Purchase Order #:

Time: Type: Major Intersection: **Receiving Hours:** 

Appointment:

MON-FRI 0700-1400

Quantity:

Description:

Weight:

40000 lbs

---STEEL PLATES---536-

117-4 NO PARKING AROUND THE FACILITY AFTER THE CLOSE AT 7PM. \*\*\*NO

Consignee Notes:

PARKING ON THE ROAD\*\*\*

Dispatch Notes:

**QUICK PAY 5% OR WE HAVE OUR OWN FACTORING COMPANY** 

POD\'s MUST BE FAXED OR EMAILED within 24hrs of delivery or deductions may apply

FAX 903-588-2948

EMAIL: AP@LOADCOMMANDERLLC.COM



583 CR NW 1010 MOUNT VERNON, TX 75457 Dispatcher: Cassy H

LOAD#

41871

Phone #:

903-588-2940

Ship Date:

04/29/2024

Fax #:

903-588-2948

Today's Date: 04/30/2024

Email:

cassy@loadcommanderllc.com

W/O:

LPN146155

Check calls are required every morning by 0800am CST. Failure to do so will result in a \$50 fine. Drivers must call Load Commander, LLC upon arrival & department of each shipping point and must call upon arrival at destination. Load Commander, LLC must be notified of any overages, shortages, or damaged product immediately upon delievry. Failure to do so will result in a \$150 fine. Load Commander, LLC must be made aware of any problems during transit that may result in a delay in delivery/missed pick up. Failure to do so will result in a fine up to \$2,000. Unloading must be reported immediately to Load Commander, LLC Dispatcher and a copy of the Proof of Delivery must be TEXT immediately upon delivery to Load Commander, LLC Dispatcher with NO EXCEPTIONS!

Carrier Acknowledges notice and as a reult both parties agree to waive this provision under CARMACK and a the carrier agrees to be responsible for all additional charges as the result of delay including but not limited to rescheduling of Crane and/or Labor, crew, and equipment charges which may occur as a result of the delay.

Your INVOICE, ORIGINAL BILL OF LADING/PROOF OF DELIVERY, and this COMPLETED RATE CONFIRMATION are required for invoicing/payment. Receipts and copies of permit and/or escorts must be submitted if they apply to load. Carrier agrees to pay all claims due to late deliveries to job sites or appointments or for the costs of CRANE and/or equipment and/or crews brought in to unload truck. No payment to carrier will be made on detention until Load Commander, LLC is reimbursed.

Failure to comply with all aspects of the Load Commander, LLC contract including but not limited to pick up or delivery appointments could result in a reduction of freight costs of up to 30%.

THIS LOAD IS EXLUSIVE USE AND UNLESS OTHER NOTED. NO DOUBLE BROKERING OF THIS FREIGHT WILL BE PERMITTED OR YOU WILL NOT BE PAID. DRIVER INFORMATION IS REPORTED TO OUR SHIPPERS & THEY DO CONFIRM CARRIER/DRIVER NAME (VIA DRIVERS LICENSE), TRUCK/TRAILER # - WE DO NOT ALLOW THE DOUBLE BROKERING OF OUR FREIGHT.

By accepting this load carrier affirms that all equipment used complies with all applicable laws and that the driver is aware of the electronic log laws.

Carrier must sign & date load rate confirmation immediately upon receipt and return to Load Commander, LLC dispatcher including DRIVER NAME, DRIVER TELEPHONE # (not dispatcher,) TRUCK & TRAILER # with no exceptions.

Thank you for doing business with Load Commander, LLC!

Carrier Pay: Line Haul: \$1300.00, DETENTION TIME: \$350.00, TOTAL: \$1650.00 USD

Date: 4/30/24 Signature: Accepted By: Baron Brown 



# STRAIGHT BILL OF LADING ORIGINAL \*\*\* NOT NEGOTIABLE JSW Steel (USA) Inc.

Form No.PP05 Rev. No.:4

Rev. Date:09/06/2017

Received, subject to the agreement between carrier and consignee.

LOAD No.: LT095637

Date: 4/29/2024

At: Baytown, TX

From: JSW Steel (USA) Inc., 5200 E McKinney Road, Baytown, TX 77523, USA

SUBJECT TO SECTION 7 OF CONDITIONS OF BILL OF LADING IN N.M.F.C AND U.F.C.

Customer load No.: 1

NO RECOURSE CLAUSE IS EXCERCISED.

JSW Steel (USA) Inc.-CONSIGNOR

LPN146155

SUBJECT TO ALL CONTRACT TERMS AND CONDITIONS OF BILL OF LADING IN N.M.F.C. AND U.F.C

JSW Reference #s:

**Bulletins:** 

JSW27910 - 01 JSW27951 - 02

T170523

T170527

Sold To: ARCOSA MEYER UTILITY STRUCTURES

2388 W. RISINGER RD FORT WORTH, TX 76134

(Mail or street address of consignee - for purposes of notification only)

Consigned to: ARCOSA MEYER UTILITY STRUCTURES

Destination:

2388 W. RISINGER RD

FORT WORTH, TX 76134

Frieght Terms: COLLECT

Mode: TRUCK

Qty.	Description	Weight	Customer P.O.	Customer Part No. Grade	Heat
	(Su	bject to Corre	ction)		
2 0.	.5630 X 117.00 X 512	19,129	273866	AMUS-MA-S-040.1.1 A572-65	S35368
2 0.	.6250 X 116.00 X 538	22,124	273846	AMUS-MA-S-040.1.1 A572-65	S35368
Total: 4		41,253			

Value not in excess of

Per

Received By:

Data

NOTE: Proper securement of load is the sole responsibility of the truck

driver. Shipper: JSW Steel (USA) Inc.

PLATES '

ENVELOPE /

Permanent Post Office Address of Shipper: 5200 East McKinney Road, Baytown, TX 77523

Driver:

Printed On: 04/29/2024 22:22

Page 1 of 1

JSW Steel (USA) 5200 E. McKinney Rd Baytown, TX 77523 281-383-5100 (Phone) 281-383-4901 (Fax) http://www.jswsteel.us



## **Weight Ticket**

	Tic	ket # 178185		
Alla C. (1974)	DATE & TIME		VEHICLE	the state of the s
Issued	04/29/2024 10:23 PM	Ref. #	2146946208	
Tare	04/29/2024 12:25 PM	Plate/Tag	1L30842	ter a take been sometimen bestembliger bestembliger bestembliger.
Grass	04/29/2024 10:01 PM	Driver	CHARLES 006	e de maria de la composition della composition d
er o o o o o o o o o o o o o o o o o o o	CARRIER	and the second s	PROJECT	A CONTRACTOR OF THE PROPERTY O
Ref. #	459732698	Job #	:	
Name	APEX 006	Name	CUSTOMER COLLECT	ter trade a complete a l'interes a destination e territories a l'interes de la complete de l'interes de la comp
Address	AMMENDE GLANDE GLANDE WAS MINIMA DE LOGIZ MANGES DIBBOOK AND PER ANGLES OF A STATE A LIGHT CONTRACT OF THE STATE OF THE ST	Address	The state of the s	ren mentaura (an lumi) en en mei en en men en en an gan men en en men en e
City/ST/Zip	en e	City/ST/Zip	<ul> <li>Company of the control of the control</li></ul>	the state of the same of the s
Daily Status	Loads = 0   lbs = 0   tons = 0.00		compagned to the common of the company of the compa	
REF.#	PRODUCT :	TARE	GROSS CORR	NET/QTY
· · · · · · · · · · · · · · · · · · ·	e - Collect	31,080	74,280 0	43,200 lb
**************************************	ti desertiti noma i termini, que la comma di testi di colonia comparativamente qui con importante della colonia	e de la companya de	en an en al la la recentión en en en en al la	er en er en er en er en er
	OTHER		TOTALS	
Bay Number	:1		Gross:	74,280
Loader	WESLEY		Tare:	31,080
LPN	146155	w.i	Net lbs:	43,200
Bulletin	T170526/T170527	CE PRO	Net tons:	21.60
20 10 \$ 1000 1 100 1 1000 1111	e de seminar de mentre de la compaction de la manda de la manda de la compaction de la compaction de la compact	******	Pleces:	4
PE	COSA MEYER RMIT DL 1947 APPROVED BY R			
Scale Attendant	\$\b	dge <u>(25</u> 7		
Gate Security				
		TAULFR	114D0 ica	•

7AVEK MADRIGAL 4-20-24



583 CR NW 1010 MOUNT VERNON, TX 75457

## Rate & Load Confirmation

Dispatcher: Cassy H

LOAD#

41874

Phone #:

903-588-2940

Ship Date:

05/01/2024

Fax #:

903-588-2948

Today's Date: 05/07/2024

Email:

cassy@loadcommanderllc.com

W/O:

LPN146159

Carrier

Phone #

Fax #

Equipment Agreed Amount Load Status

LPN146159

APEX GLOBAL TRANSPORT

SYSTEMS LLC '

832-868-9864

Time:

Flatbed

\$1,300.00 LISD

Invoiced

Shipper 1

JSW Steel 5200 East Mc Kinney Baytown, TX, 77523

Phone: 281-383-2525 x5120

Date: 05/01/2024

10:30 PM

Purchase Order #:

Major Intersection:

Type:

**Shipping Hours:** 

281-383-5103

Quantity: Appointment: 4

Yes

Weight: 39000 lbs Description: ---STEEL PLATES---433-

123-4

Shipper Notes:

\*\*DRIVERS NEED TO MAKE SURE THEY ARE GETTING THE LPN THAT IS LISTED ON THE RATE CONFIRMATION. IF IT IS DIFFERENT THEY NEED

TO NOTIFY US ASAP. \*\*WE WILL PAY DETENTION IF NEEDED.

DRIVER/DISPATCHER WILL NEED TO NOTIFY US ONCE THEY HAVE BEEN THERE FOR 2HRS. AS SOON AS THE DRIVER IS LOADED I NEED A COPY OF THE POD TO HEATHER@LOADCOMMANDERLLC.COM. IF NOT RECEIVED BY 8AM THE FOLLOWING MORNING NO DETENTION TIME WILL BE PAID \*\*\*ALL BOL'S MUST HAVE A SIGNATURE FROM THE

DELIVERY SITE OR CARRIER WILL NOT BE PAID\*\*\*

Consignee 1

MEYER UTILITY STRUCTURES LLC 2388 W RISINGER ROAD

Fort Worth, TX, 76134 Phone: 817-253-6685

Date:

05/02/2024

39000 lbs

Purchase Order #:

Time:

Major Intersection:

Type:

Receiving Hours:

MON-FRI 0700-1400

Quantity: Weight:

Appointment: Description:

---STEEL PLATES---433-

123-4

Consignee Notes:

NO PARKING AROUND THE FACILITY AFTER THE CLOSE AT 7PM. \*\*\*NO

PARKING ON THE ROAD\*\*\*

4

#### Dispatch Notes:

## QUICK PAY 5% OR WE HAVE OUR OWN FACTORING COMPANY

POD\'s MUST BE FAXED OR EMAILED within 24hrs of delivery or deductions may apply

FAX 903-588-2948

EMAIL: AP@LOADCOMMANDERLLC.COM



583 CR NW 1010 MOUNT VERNON, TX 75457 Dispatcher: Cassy H

LOAD#

41874

Phone #:

903-588-2940

Ship Date:

05/01/2024

Fax #:

903-588-2948

Today's Date: 05/07/2024

Email:

cassy@loadcommanderllc.com

W/O:

LPN146159

Check calls are required every morning by 0800am CST. Failure to do so will result in a \$50 fine. Drivers must call Load Commander, LLC upon arrival & department of each shipping point and must call upon arrival at destination. Load Commander, LLC must be notified of any overages, shortages, or damaged product immediately upon delievry. Failure to do so will result in a \$150 fine. Load Commander, LLC must be made aware of any problems during transit that may result in a delay in delivery/missed pick up. Failure to do so will result in a fine up to \$2,000. Unloading must be reported immediately to Load Commander, LLC Dispatcher and a copy of the Proof of Delivery must be TEXT immediately upon delivery to Load Commander, LLC Dispatcher with NO EXCEPTIONS!

Carrier Acknowledges notice and as a reult both parties agree to waive this provision under CARMACK anda the carrier agrees to be responsible for all additional charges as the result of delay including but not limited to rescheduling of Crane and/or Labor, crew, and equipment charges which may occur as a result of the delay.

Your INVOICE, ORIGINAL BILL OF LADING/PROOF OF DELIVERY, and this COMPLETED RATE CONFIRMATION are required for invoicing/payment. Receipts and copies of permit and/or escorts must be submitted if they apply to load. Carrier agrees to pay all claims due to late deliveries to job sites or appointments or for the costs of CRANE and/or equipment and/or crews brought in to unload truck. No payment to carrier will be made on detention until Load Commander, LLC is reimbursed.

Failure to comply with all aspects of the Load Commander, LLC contract including but not limited to pick up or delivery appointments could result in a reduction of freight costs of up to 30%.

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By accepting this load carrier affirms that all equipment used complies with all applicable laws and that the driver is aware of the electronic log laws.

Carrier must sign & date load rate confirmation immediately upon receipt and return to Load Commander, LLC dispatcher including DRIVER NAME, DRIVER TELEPHONE # (not dispatcher,) TRUCK & TRAILER # with no exceptions.

Thank you for doing business with Load Commander, LLC!

Carrier Pay: Line Haul: \$1300.00, TOTAL: \$1300.00 USD

Date: \_5/6/2924 Accepted By: Baron Brown

Signature:

Trailer #:

JSW Steel (USA) 5200 E. McKinney Rd Baytown, TX 77523 281-383-5100 (Phone) 281-383-4901 (Fax) http://www.jswsteel.us



## **Weight Ticket**

Ticket # 178421

1	DATE & TIME			HICLE	<u> </u>
Issued	05/02/2024 01:40 AM	Ref. #	2146944890		
Tare	05/01/2024 10:39 PM	Plate/Tag	1L30482		
Gross	05/02/2024 01:40 AM	Driver	CHARLES 004		
	CARRIER		PR	OJECT	
Ref. #	459731633	Job #			
Name	APEX 004	Name	CUSTOMER COLL	ECT	
Address		Address			
City/ST/Zip		City/ST/Zip	,		
Daily Status	$Loads = 0 \qquad   \qquad lbs = 0 \qquad   \qquad tons = 0.00$				
REF.#	PRODUCT	TARE	GROSS CO	ORR	NET/QTY
13 Plate	e - Collect	31,480	70,860	0	39,380 lb
	OTHER			TOTALS	
Bay Number	1		Gross:		70,860
Loader	ALEXIS		Tare:		31,480
LPN	146159		Net Ibs:		39,380
Bulletin	T170525/T170530		Net tons:		19.69
			Pieces:		4
PER	COSA MEYER MIT 240408035031 EXP/5/7/24 L 1314	· ·			
Scale Attendant		ge			
Gate Security	······································				



# STRAIGHT BILL OF LADING ORIGINAL \*\*\* NOT NEGOTIABLE JSW Steel (USA) Inc.

Form No.PP05 Rev. No.:4 Rev. Date:09/06/2017

Received, subject to the agreement between carrier and consignee.

LOAD No.: LT095837

Date: 5/2/2024

At: Baytown, TX

From: JSW Steel (USA) Inc., 5200 E McKinney Road, Baytown, TX 77523, USA

SUBJECT TO SECTION 7 OF CONDITIONS OF BILL OF LADING IN N.M.F.C AND U.F.C.

Customer load No.: 1

NO RECOURSE CLAUSE IS EXCERCISED.

JSW Steel (USA) Inc.-CONSIGNOR

LPN146159

SUBJECT TO ALL CONTRACT TERMS AND CONDITIONS OF BILL OF LADING IN N.M.F.C. AND U.F.C

JSW Reference #s:

**Bulletins:** 

JSW26841 - 01 JSW27951 - 03

T170525

T170530

Sold To: ARCOSA MEYER UTILITY STRUCTURES

2388 W. RISINGER RD FORT WORTH, TX 76134

(Mail or street address of consignee - for purposes of notification only)

Consigned to: ARCOSA MEYER UTILITY STRUCTURES

Destination:

2388 W. RISINGER RD

FORT WORTH, TX 76134

Frieght Terms: COLLECT Mode: TRUCK

Qty.	Description	Weight	Customer P.O.	Customer Part No. Grade	Heat
(Subject to Correction)			rection)		
2 0.	5630 X 123.00 X 440	17,282	273862	AMUS-MA-S-040.1.1 A572-65	S35300
2 0.6	6880 X 123.00 X 433	20,783	273846	AMUS-MA-S-040.1.1 A572-65	S35364
Total: 4		38,065	(lb)		

Value not in excess of

Received By:

Date:

NOTE: Proper securement of load is the sole responsibility of the truck

Shipper: JSW Steel (USA) Inc.

driver.

Per

teer (USA) IIIC.

**PLATES** 

ENVELOPE

Permanent Post Office Address of Shipper: 5200 East McKinney Road, Baytown, TX 77523

Driver:

Printed On: 05/02/2024 01:41

Page 1 of 1



583 CR NW 1010 MOUNT VERNON, TX 75457 Dispatcher:

Megan L

LOAD#

41931

Phone #:

817-533-7754

Ship Date:

04/30/2024

Fax #:

903-588-2948

Today's Date: 04/29/2024

Email:

megan@loadcommanderllc.com

W/O:

SN2343466

Carrier

Phone #

Fax #

Equipment

Agreed Amount Load Status

APEX GLOBAL TRANSPORT

SYSTEMS LLC

832-868-9864

Flatbed or Step Deck

\$550.00 USD

Open

Consignee 1

Shipper 1

**IKO SOUTHWEST** 

Hillsboro, TX, 76645

Phone: 254-337-8156 x3529

**1001 IKO WAY** 

VIK-Econ-Potosino's Roofing 2130 Wellington St Houston, TX, 77093

Date: Time:

Type:

04/30/2024

Purchase Order #: Major Intersection:

TL

**Receiving Hours:** 

Appointment: Description:

No SHINGLES

Quantity: Weight:

lbs

04/30/2024

Purchase Order #:

SN2343466

Date: Time:

9:00 AM

Major Intersection:

Type: Shipping Hours: TL

LATEST APPOINTMENT

TIME 2

Quantity: Weight:

lhs

Appointment: Description:

Yes SHINGLES

Notes:

NO TARP/STRAP & GO

**Shipper Notes:** 

NEW Driver Check In process: Drivers will no longer check in with security upon arrival at the plant. \*\* Please follow the directions on the signs at the inbound scale. Please stay in the truck/cab and a loader will get with you when they are ready to load. \*\*Plant personnel are tasked with enforcing PPE rules, which require a hard hat and safety vest any time a driver is outside of their truck. Both items are necessary while on-site and outside of the truck - ie to pick up a load ticket.

#### **Dispatch Notes:**

## **QUICK PAY 5% OR WE HAVE OUR OWN FACTORING COMPANY**

POD\'s MUST BE FAXED OR EMAILED within 24hrs of delivery or deductions may apply

FAX 903-588-2948

EMAIL: AP@LOADCOMMANDERLLC.COM





583 CR NW 1010 MOUNT VERNON, TX 75457 Dispatcher: Megan L

an L LOAD#

41931

Phone #:

817-533-7754

Ship Date:

04/30/2024

Fax #:

903-588-2948

Fadaula Datas O

Today's Date: 04/29/2024

Email:

megan@loadcommanderllc.com

W/O:

SN2343466

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Thank you for doing business with Load Commander, LLC!

Carrier Pay: Line Haul: \$550.00, TOTAL: \$550.00 USD

 COMBINATION SHORT FORMS OF STRAIGHT BILL OF LADING - EXPRESS MERCHANDISE RECEIPTADOPTED BY RAIL FREIGHT AND EXPRESS CARRIER

COMBINATION SHORT FORMS OF STRAIGHT BILL OF LADING - EXPRESS MERCHANDISE RECEIPTADOPTED BY RAIL FREIGHT AND EXPRESS CARRIER SUBJECT TO THE JURISDICTION OF THE BOARD OF TRANSPORT COMMISSIONER FOR CANADA.

Received subject to the classifications and tariffs in effect on the date of the issue of the Original Bill of Lading, or, received subject to the Rules of the Carriage of Express and Non-Carload Freight Traffic and tariffs in effect on the date of issue of this original Shipping Contract (Bill of Lading), goods described on the face hereof, in apparent good order, except as noted (contents and conditions of contents of package unknown), marked-consigned and destined as indicated on the face hereof, which said Company agrees to carry to its unusual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination.

It is mutally agreed as to each carrier of all or any of said goods over all or any portion of said route to destination, and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the terms and conditions (which are hereby incorporated by reference and have the same force and effect as if the same were severally, fully and specifically set forth herein), when paid goods are carried by a rail carrier and which are agreed to by the Shipper and accepted for himself and his assigns.

1. approved by the National Transportation Agency of Canada by the Railway Traffic Liability Regulations, dated August 13, 1991.

2. of the bill of lading of the water carrier as provided in its tariff or Rules and Regulations when said goods are carried by a water carrier; or

3. of the bill of lading set forth in or prescribed by the relevant tariffs, classification, statutes and regulations pertaining to motor carrier's services when said goods are carried by a motor carrier; or
4. of the bill of lading form as described in the Trucking Regulations (1988) 120 G.O. II 791 as approved by the Quebec Transport Commission when said goods originating in Quebec are to be

carried by a motor carrier; or 5. approved by the Canadian Transport Commission by General Order No. T-43 set forth in the Rules for the Carriage of Express and Non-Carload Freight Traffic and also available at all express and railway agency stations and express and freight offices upon request, when said goods are carried by a rail carrier, and which are agreed to by the shipper and accepted for himself and his assigns.

IKO Industries Inc. 6 Denny Road Suite 200 Wilmington DE 19809 UNITED STATES Contact:

CONSIGNEE'S DELIVERY ADDRESS

SEA-Econ-Potosino's Roofing 2130 Wellington St Houston TX 77093 **United States** County: HARRIS

BILL OF LADING



PAGE 1 OF 1

				PAGE TOP I	
ORDER NO	ORDER DATE	SHIP DATE	CUSTOMER ORDER NO.	BOL NO.	
61356779	04/24/2024	04/30/2024	69220	SN2343466	
CUSTOMER	CARRIER		FREIGHT TERMS	CARRIER MUST BILL	
SEA-Seaboard Int'L Forest Prods	Load Com	mander LLC	Prepaid	IKO Industries Inc.	

Truck #: 006 Trailer #: 006

672 RD 2905021

Econ Lam (Gls) 3bd/sq Dark Brown

IB 46,368

Shipment Weight Total:

46,368 LB

21,005 KG

For emergencies involving dangerous goods call CANUTEC's 24-Hour number 1-888-CANUTEC (226-8832) (North American use) and/or 1-613-996-6666

"I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, are properly classified and packaged, have dangerous goods safety marks properly affixed or displayed on them, and are in all respects in proper condition for transport according to the Transportation of Dangerous Goods Regulations."

Trucking companies must advise IKO of any delays in delivery beyond the agreed timeframe. The Consignor, Trucker and Customer agree that they counted, inspected and accepted 12 Pallets in good condition

Consignor's Signature

Trucker's Signature

**NEWTJESS** 

charles howard **Print Name** 

**BRANCH PLANT #** 

191200 04/30/2024 12:39:43 PM

Actual Pickup Carrier: APX

From: 1001 IKO Way Hillsboro TX 76645

CLAIMS FOR ANY DEFICIENCY MUST BE MADE IMMEDIATELY ON RECEIPT OF GOODS, OR NO NOTICE WILL BE TAKEN OF SAME. CLAIMS FOR BREAKAGE OR DAMAGE MUST BE MADE ON TRANSPORTATION COMPANIES. NO GOODS MAY BE RETURNED WITHOUT OUR PERMISSION. GOODS RETURNED BY PERMISSION WHICH WERE FURNISHED CORRECTLY ACCORDING TO ORDER WILL BE CREDITED LESS 15 PER CENT, WITH A MINIMUM CHARGE OF \$50.00.

ATTENTION: CARRIER: CUSTOMER SIGNED COPY OF THE BILL OF LADING INDICATING THAT MATERIALS WERE RECEIVED IN GOOD CONDITION MUST ACCOMPANY YOUR INVOICE TO ENSURE PROMPT PAYMENT.

#### TERMS AND CONDITIONS **APPLICATION**

THE FOLLOWING PROVISIONS SHALL APPLY TO ALL TRANSPORTATION OF GOODS BY FOR-HIRE HIGHWAY CARRIERS LICENSED UNDER ANY APPLICABLE LAW WITH THE EXCEPTION OF THE TRANSPORTATION OF:

- A) USED HOUSEHOLD GOODS
- B) LIVESTOCK
- C) BUS OR EXPRESS SHIPMENTS

- D) THE PERSONAL LUGGAGE OF PASSENGERS
- E) SUCH OTHER SPECIFIC COMMODITIES AS MAY
- BE SPECIFIED BY APPLICABLE LAW

#### **BILL OF LADING**

A BILL OF LADING SHALL BE COMPLETED AS PROVIDED HEREIN FOR EACH SHIPMENT.

ON EACH ARTICLE COVERED BY THE BILL OF LADING. THERE SHALL BE PLAINLY MARKED THEREON BY THE CONSIGNOR, THE NAME OF THE CONSIGNEE AND THE DESTINATION THEREOF. THIS DOES NOT APPLY IF THE ARTICLE IS PART OF A TRUCKLOAD SHIPMENT FROM ONE CONSIGNOR TO ONE CONSIGNEE.

THE BILL OF LADING SHALL BE SIGNED IN FULL (NOT INITIALED). BY THE CONSIGNOR AND BY THE CARRIER AS AN ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED THEREIN.

AT THE OPTION OF THE CARRIER A WAYBILL MAY BE PREPARED BY THE CARRIER AND THE WAYBILL SHALL BEAR THE SAME NUMBER OR OTHER POSITIVE MEANS OF IDENTIFICATION AS THE ORIGINAL BILL OF LADING. UNDER NO CIRCUMSTANCES SHALL THE WAYBILL REPLACE THE ORIGINAL BILL OF LADING.

#### **CONDITIONS OF CARRIAGE**

#### 1. LIABILITY OF CARRIER

CARRIER SHALL BE LIABLE TO THE SHIPPER FOR LOSS OR DAMAGE TO ANY PROPERTY TRANSPORTED UNDER THIS AGREEMENT. SUCH LIABILITY SHALL BEGIN AT THE TIME CARGO IS LOADED UPON CARRIER'S EQUIPMENT AT POINT OF ORIGIN, AND CONTINUE UNTIL SAID CARGO IS DELIVERED TO THE DESIGNATED CONSIGNEE AT DESTINATION, OR TO ANY INTERMEDIATE STOP-OFF PARTY, THE LIABILITY SHALL BE FOR THE FULL VALUE OF THE ITEM AT DESTINATION. IN THE EVENT OF SHIPPER'S CLAIM(S) FOR LOSS OF OR DAMAGE TO PROPERTY TRANSPORTED BY CARRIER HEREUNDER, CARRIER HEREBY AUTHORIZES SHIPPER TO OFFSET AND DEDUCT THE AMOUNT OF SUCH CLAIM(S) FROM FREIGHT CHARGES OWED BY SHIPPER TO CARRIER, FOR EACH CLAIM SO OFFSET AND DEDUCTED, SHIPPER SHALL SUBMIT A WRITTEN CLAIM TO CARRIER. IF AFTER CARRIER'S INVESTIGATION AND SUBMISSION TO SHIPPER OF THE RESULTS OF SAID INVESTIGATION OF SAID CLAIM(S), IT IS DETERMINED BY SHIPPER THAT SAID CLAIM(S) ARE INVALID, IN WHOLE OR IN PART, THE APPROPRIATE PORTIONS OF SAID OFFSETS AND DEDUCTIONS SHALL BE CAN-CELLED AND PAYMENT SHALL BE TENDERED TO CARRIER. SHIPPER SHALL HAVE THE RIGHT AT ANY TIME TO PURSUE COLLECTION THROUGH LEGAL MEANS OF DENIED CLAIMS AND THE REMAINING BALANCE DUE ON ALLOWED CLAIMS WHEN THE AMOUNT FOR FREIGHT CHARGES DUE THE CARRIER IS INSUFFICIENT TO COVER THE FULL AMOUNT OF SUCH CLAIMS.

## 2. LIABILITY OF ORIGINATING AND DELIVERING CARRIERS

WHERE A SHIPMENT IS ACCEPTED FOR CARRIAGE BY MORE THAN ONE CARRIER, THE CARRIER WHO ISSUES THE BILL OF LADING (HEREINAFTER CALLED THE ORIGINATING CARRIER) AND THE CARRIER WHO ASSUMES RESPONSIBILITY FOR DELIVERY TO THE CONSIGNEE (HEREINAFTER CALLED THE DELIVERING CARRIER) IN ADDITION TO ANY OTHER LIABILITY HEREUNDER, ARE LIABLE FOR ANY LOSS OF OR DAMAGE TO THE GOODS WHILE THEY ARE IN THE CUSTODY OF ANY OTHER CARRIER TO WHOM THE GOODS ARE OR HAVE BEEN DELIVERED AND FROM WHICH LIABILITY THE OTHER CARRIER IS NOT RELIEVED.

#### 3. REMEDY BY CONSIGNOR OR CONSIGNEE

NOTHING IN ARTICLE 2 DEPRIVES A CONSIGNOR OR CONSIGNEE OF ANY RIGHTS THE CONSIGNOR OR CONSIGNEE MAY HAVE AGAINST ANY CARRIER.

NEITHER PARTY HERETO WILL BE LIABLE FOR THE FAILURE TO TENDER OR TIMELY TRANSPORT FREIGHT UNDER THIS AGREEMENT IF SUCH FAILURE, DELAY OR OTHER OMISSION IS CAUSED BY STRIKES, ACTS OF GOD, CIVIL DISORDER, OR THROUGH COMPLIANCE WITH LEGALLY CONSTITUTED ORDER OF CIVIL OR MILITARY AUTHORITIES.

#### 5. DELAY

NO CARRIER IS BOUND TO CARRY GOODS BY ANY PARTICULAR VEHICLE OR IN TIME FOR ANY PARTICULAR MARKET OR OTHERWISE THAN WITH DUE DISPATCH UNLESS BY AGREEMENT SPECIFI-CALLY ENDORSED ON THE BILL OF LADING OR AS AN APPENDIX TO A MOTOR TRANSPORTATION CONTRACT AND SIGNED BY THE PARTIES THERETO.

6. ROUTING BY CARRIER IF THE CARRIER FORWARDS THE GOODS BY A CONVEYANCE THAT IS NOT A PUBLIC TRUCK, THE LIABILITY OF THE CARRIER IS THE SAME AS THOUGH THE ENTIRE CARRIAGE WERE BY PUBLIC TRUCK.

IF GOODS ARE STOPPED AND HELD IN TRANSIT AT THE REQUEST OF A PARTY ENTITLED TO SO REQUEST, THE CARRIER SHALL NOT BE LIABLE FOR ANY RESULTING LOSS, DAMAGE OR DELAY AND THE GOODS ARE HELD AT THE RISK OF THE REQUESTING PARTY AND ANY SUCH PARTY IS LIABLE FOR ALL COSTS ASSOCIATED WITH STOPPING THE GOODS IN TRANSIT.

#### 8. DECLARED VALUE

IF THE CONSIGNOR HAS DECLARED A VALUE OF THE GOODS ON THE FACE OF THE BILL OF LADING, THE AMOUNT OF ANY LOSS OR DAMAGE FOR WHICH THE CARRIER IS LIABLE SHALL BE OR SHALL NOT EXCEED THE DECLARED VALUE.

#### 9. CONSIGNOR'S RISK

- i) WHERE IT IS AGREED THAT THE GOODS ARE CARRIED AT THE RISK OF THE CONSIGNOR OF THE GOODS, SUCH AGREEMENT COVERS ONLY SUCH RISKS AS ARE NECESSARILY INCIDENTAL TO TRANSPORTATION AND THE AGREEMENT SHALL NOT RELIEVE THE CARRIER FROM LIABILITY FOR ANY LOSS OR DAMAGE OR DELAY WHICH MAY RESULT FROM THE NEGLIGENCE OF THE CARRIER'S AGENTS OR EMPLOYEES.
- ii) THE BURDEN OF PROVIDING ABSENCE OF NEGLIGENCE SHALL BE ON THE CARRIER

## 10. ARTICLES OF EXTRAORDINARY VALUE

- i) NO CARRIER IS BOUND TO CARRY ANY DOCUMENTS, SPECIE OR ARTICLES OF EXTRAORDINARY VALUE UNLESS BY A SPECIAL AGREEMENT TO DO SO.
- ii) IF SUCH GOODS ARE CARRIED WITHOUT A SPECIAL AGREEMENT AND THE NATURE OF THE GOODS IS NOT DISCLOSED ON THE BILL OF LADING, THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN EXCESS OF THE MAXIMUM LIABILITY STIPULATED IN ARTICLE 8.

#### 11. FREIGHT CHARGES

- i) IF UPON INSPECTION IT IS ASCERTAINED THAT THE GOODS SHIPPED ARE NOT THOSE DESCRIBED IN THE BILL OF LADING, THE FREIGHT CHARGES MUST BE PAID UPON THE GOODS ACTU-ALLY SHIPPED.
- ii) IF A CONSIGNOR DOES NOT INDICATE THAT A SHIPMENT IS TO MOVE PREPAID, OR FAILS TO INDICATE HOW THE SHIPMENT IS TO MOVE, IT WILL AUTOMATICALLY MOVE ON A COLLECT BASIS.

### 12. DANGEROUS GOODS

EVERY PARTY, WHETHER AS PRINCIPAL OR AGENT, SHIPPING EXPLOSIVE OR DANGEROUS GOODS WITHOUT PREVIOUS FULL DISCLOSURE TO THE CARRIER AS REQUIRED BY LAW, SHALL BE LIABLE FOR AND INDEMNIFY THE CARRIER AGAINST ALL LOSS, DAMAGE OR DELAY CAUSED BY SUCH GOODS OR THE FAILURE TO DISCLOSE SUCH GOODS.

13. UNDELIVERED GOODS

IF, THROUGH NO FAULT OF THE CARRIER, THE GOODS CANNOT BE DELIVERED, THE CARRIER SHALL IMMEDIATELY GIVE NOTICE TO THE CONSIGNOR AND CONSIGNEE THAT DELIVERY HAS NOT BEEN MADE AND SHALL REQUEST DISPOSAL OR DELIVERY INSTRUCTIONS.

#### 14. RETURN OF GOODS

IF A NOTICE HAS BEEN GIVEN BY THE CARRIER PURSUANT TO ARTICLE 13, AND NO DISPOSAL OR DELIVERY INSTRUCTIONS HAVE BEEN RECEIVED WITHIN TEN DAYS FROM THE DATE OF SUCH NOTICE. THE CARRIER MAY RETURN TO THE CONSIGNOR, AT THE CONSIGNOR'S EXPENSE, ALL UNDELIVERED SHIPMENTS FOR WHICH SUCH NOTICE HAS BEEN GIVEN.

SUBJECT TO ARTICLE 16, ANY LIMITATION ON THE CARRIER'S LIABILITY ON THE BILL OF LADING AND ANY ALTERATION, OR ADDITION OR ERASURE IN THE BILL OF LADING SHALL BE SIGNED OR INITIALED BY THE CONSIGNOR AND THE ORIGINATING CARRIER OR THEIR AGENTS AND UNLESS SIGNED AND INITIALED SHALL BE WITHOUT EFFECT.

IT SHALL BE THE RESPONSIBILITY OF THE CONSIGNOR TO SHOW CALCULATED SHIPPING WEIGHTS OF THE SHIPMENT ON THE BILL OF LADING, WHERE THE ACTUAL WEIGHT OF THE SHIPMENT DOES NOT AGREE WITH THE WEIGHT SHOWN ON THE BILL OF LADING, PAYMENT TO THE CARRIER WILL BE MADE ON THE BILL OF LADING WEIGHT. THE CARRIER IS RESPONSIBLE FOR ENSUR-ING THE LOAD IS WITHIN LEGAL WEIGHT

REGARDLESS OF THE PAYMENT INSTRUCTIONS ON THE BILL OF LADING BOTH CONSIGNOR AND CONSIGNEE SHALL BE RESPONSIBLE FOR ALL FREIGHT AND OTHER LAWFUL CHARGES INCLUD-ING ANY COSTS INCURRED IN RETURNING THE SHIPMENT.

THE BILL OF LADING AND MOTOR TRANSPORTATION CONTRACT IF ANY CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE CARRIER, THE CONSIGNOR, BROKER, CONSIGNEE, AND NO AGENT, EMPLOYEE, SUBCONTRACTOR OR OTHER REPRESENTATIVE OF THE CARRIER HAS THE AUTHORITY TO ALTER, MODIFY OR WAIVE ANY OF THE CONDITIONS.