



SEND FREIGHT BILL TO:  
Trinity Logistics, Inc.  
P.O. BOX 1620 Seaford, DE 19973  
carrierinvoices@trinitylogistics.com  
Fax (302) 883-8025

Logistics Specialist ERIC DIRKES  
Email eric.dirkes@trinitylogistics.com  
Phone (320) 227-7001  
Fax (320) 257-0096  
Trinity Office K8 - GRANITE, SARTELL

Rate Confirmation - Trinity Logistics, Inc. Reference #8176178

Shipment Details					
Shipment #	8176178	Shipment Miles	58.0	LxWxH	102x44x29
		Chains	yes		
Cust Ref/PO #	35771988 / 35771988	Eq Type	48FB	Shipment Mode	Over The Road
Today's Date	02/28/2024 12:40	Eq ID			
Carrier Details					
Carrier	READY SET GO TRANSPORTATION LLC		Driver Name	Mike   (832) 856-9394	
DBA	RSG TRANSPORTATION		Dispatcher	jay 8325410024	
Address	5680 HWY 6 STE 242		City/State/Postal Code	MISSOURI CITY, TX 77459	
Phone	(832) 443-3240				
DOT #	2554746		Fax	(832) 443-3240	
SCAC					

Shipment Details						
Stop	Type	Pcs/Type/Wt	Address	Appt Date	Appt Time	PU/Deliv #
1	Pickup		EPC BLIMP YARD LANE 2/3 100 INDUSTRIAL PARK BLVD HITCHCOCK, TX 77563 (877) 562-3228	2/29/2024	11:00	FG205031- MWL, APDHI
2	Delivery		MUSTANG MACHINERY E300 12800 NORTHWEST FWY HOUSTON, TX 77040 (713) 460-2000	2/29/2024	07:00 - 15:00	FG205031- MWL, APDHI

Shipment Line Items						
Total Pcs/Type	Total Weight	Volume	STCC	Description	NMFC	Class ID
1 PIECES	2121.0 lbs			CARRIAGE GP-FORK		

Carrier Rate Agreement					
Item #	Charge Description	Unit Type	Unit Quantity	Unit Price	Rate
1	LINEHAUL	Flat Rate	1.0	\$400.00	\$400.00
Total:					\$400.00

**Shipment Notes**

1. Carriers comply with all local Caterpillar facilities- site specific safety and PPE procedures that are provided to carriers in the form of standard operating procedures. This will include, but may not be limited to, the following: • Posted speed limit and stop signs must be obeyed (if no speed limit is posted, a limit of 10 MPH will apply) • Vehicles must be stationary before using a phone or radio • Reflective vests may be required in yard area • No open heeled or open toed shoes are allowed • Safety glasses (non-tinted) worn when inside warehouse facilities • No pets allowed in Caterpillar facilities • No rings or bands on fingers in warehouse or manufacturing facility areas • No shorts are allowed in Caterpillar facilities (full length work slacks or jeans required) • No minors allowed in Caterpillar facilities • Personnel must remain on a designated walk path when traveling inside facilities • No alcohol or weapons allowed on Caterpillar property • All vehicles must drive with headlights on • Do not block roadways or intersections • Parking vehicles and dropping of containers only in designated locations • Smoking permitted only in designated areas

2. \*\*\*\*CARRIER MUST TURN IN COPIES OF PERMITS / PERMIT RECEIPTS WITHIN 48 HOURS OF DELIVERY IN ORDER TO RECEIVE REIMBURSEMENT. \*\*\*\*

READY SET GO TRANSPORTATION LLC

Signature  Date 2-28-24

**Terms of Agreement**

1. Rate Confirmation should not be used as BOL

2. CARRIER COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS CARRIER understands and agrees that, while operating equipment at any time in California, CARRIER must comply with all applicable regulations promulgated by the California Air Resources Board ("CARB") in addition to any other applicable environmental or emissions laws in the State of California. CARRIER is responsible for understanding the applicable regulations. The below description is not intended to be, nor to be relied on as, a full description of the applicable legal requirements. CARB Truck and Bus Regulation (Title 13, California Code of Regulations, Section 2025) ("TBR"): The TBR generally requires trucks operating in California to be equipped with 2010 or newer engine model years. Prior to CARRIER transporting any shipment subject to this Agreement that originates in, is destined for, or moves through California, CARRIER shall submit to BROKER evidence that it is compliance with the TBR. This evidence shall be submitted annually by January 31st of each year thereafter during the term of this Agreement. Evidence of compliance shall include the following: A Certificate of Reported Compliance issued by CARB through reporting via the Truck Regulation Upload, Compliance, and Reporting System ("TRUCRS") ; or If CARRIER does not report via TRUCRS, a dated and signed written statement certifying that CARRIER is aware of its obligations under the TBR and provides engine model year information and any other information requested by BROKER about trucks to be used in operations in California. CARB Transportation Refrigeration Unit Airborne Toxic Control Measures Regulation (Title 13, California Code of Regulations, Section 2477 et seq.) ("TRU"): Motor carriers can only dispatch trucks and trailers equipped with trailer refrigeration units that are compliant with the TRU and/or are prohibited from operating non-compliant trailer refrigeration units in California. CARRIER shall, regardless of TRU obligations, register all trailer refrigeration units to be operated in California and provide BROKER proof of such registration and compliance with the TRU. CARB Tractor-Trailer Greenhouse Gas Regulation (Title 13, California Code of Regulations, Section 95301 et seq.) ("GHG"): The GHG generally requires motor carriers to use aerodynamic tractors and trailers that are also equipped with low rolling-resistance tires when operating in California. CARB Heavy-Duty Inspection and Maintenance Program (Title 13, California Code of Regulations, Section 2195 et seq.) ("Clean Truck Check"): The Clean Truck Check generally requires motor carriers to report their vehicles to CARB, pay a compliance fee, and submit to periodic emission testing. CARB Advanced Clean Fleets Regulations (Title 13, California Code of Regulations, Section 2013 et seq. (Drayage Trucks) and Section 2014 et seq. (High Priority Fleets) ("ACF"): The ACF generally require a transition of covered equipment in fleets from diesel to zero-emission vehicles. CARRIERS with fleets not subject to the ACF shall submit a signed statement certifying they are not subject to the ACF. Vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>. CARRIER warrants and represents that all equipment used to transport a shipment subject to this agreement and operated in California shall fully comply with such CARB laws. CARRIER further certifies that it will not operate any equipment in California unless such equipment is compliant with such CARB laws. CARRIER agrees to provide the following BROKER contact information to drivers it uses to transport shipments in California subject to this Agreement: CARRIER Compliance Department Trinity Logistics 50 Fallon Ave. P.O. Box 1620 Seaford, DE 19973 (800) 319-6968 carriercompliance@trinitylogistics.com Should Broker or Broker's customer incurs penalties, fines, or fees as a result of Carrier's non-compliance, Broker shall offset - with Carrier paying Broker an amount equal to the difference within ten (10) days. CARRIER shall be liable for and agrees to indemnify TRINITY, its customer(s) and any of their suppliers or customers for any fines, penalties, costs, expenses, or damage incurred by any of them (including, but not limited to, claims for loss of or damage to cargo or cargo rejection) arising as a result of CARRIER's use of equipment found to be noncompliant with any laws, statutes, regulations, or requirements, including but not limited to those set forth above.

3. GENERAL: Rate confirmation ("Agreement") is a contract. Agreement shall become part of the master contract into which the above mentioned carrier ("Carrier") and

Trinity Logistics, Inc. ("Trinity") have already entered ("Contract"). Agreement shall, in any and all cases, be subject to terms and conditions of the Contract. Carrier agrees that it will review this Agreement immediately upon receipt in order to verify that the Agreement lists the same rate(s) as the one(s) to which Carrier and Trinity agreed prior to time when Agreement was prepared. If Carrier does not sign and return Agreement within twenty-four (24) hours, Carrier shall be deemed to have accepted the Agreement. By accepting this Agreement, Carrier acknowledges that this is a contract load and that tariff insurance exclusions do not apply.

4. **BROKERAGE:** Carrier agrees that it will not broker the above load to another carrier or broker unless it receives written approval from Trinity to do so. Trinity shall be released from its obligation to compensate Carrier should Carrier do otherwise.

5. **SUBMITTING PAPERWORK:** Paperwork may be sent to Trinity via the following methods: Email: carrierinvoices@trinitylogistics.com Fax: (302)883-8025 Transflo Express: see attached cover page for information on sending via Transflo Mail: P.O. Box 1620 Seaford DE 19973

6. **ADVANCES:** All advances are subject to a 4% of the advance amount fee, minimum charge of \$10.00. The maximum advance amount is \$2,000.00 USD.

7. **PAYMENTS:** Standard terms are within twenty-five (25) days of date on which all uncontested paperwork was received. For information on "Quick Pay" contact 866-TRINITY.

8. **CARRIER** agrees to look solely to TRINITY for payment of all freight and other charges. CARRIER agrees that its sole recourse in the event of nonpayment shall be against TRINITY. CARRIER shall not seek payment from shipper, consignee, or third parties for any invoice or payments.

9. All Equipment used in transporting Food Shipments must be in safe and sanitary condition, free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. On all temperature controlled shipments, Equipment must have an air chute and must be pre-cooled (prior to arrival at the shipper) to the specified temperature on the shipper's instructions and/or Bill Of Lading. Failure to comply may result in shipper rejection and CARRIER shall not be entitled to a truck order not used (TONU).

10. **SANITARY FOOD TRANSPORTATION REQUIREMENTS** If the arranged transportation is regulated by any of the Food Safety Laws, CARRIER must comply with the laws and regulations governing the safe and secure transportation of foodstuffs that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws"). CARRIER is responsible for the sanitary conditions of Food Shipments during their transportation and complying with TRINITY's and/or the shipper's written instructions, including without limitation any temperature set point or temperature range, as provided to the CARRIER by TRINITY or the shipper in physical or electronic form. CARRIER shall apply all written instructions to future Food Shipments of the same goods tendered for the same TRINITY, unless instructed otherwise in writing. If TRINITY's or a shipper's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss. CARRIER agrees that when transporting food for human consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a shipment and consider the cargo a total loss. CARRIER shall verify the temperature of Food Shipments before loading. CARRIER must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, or delivery of Goods, including without limitation any Bill of Lading ("Shipping Document"). If the temperature is more than two degrees different from the required temperature stated in the written instructions or Shipping Document, then the CARRIER shall immediately notify TRINITY and refuse to load the Goods. In the event CARRIER is unable to verify the temperature due to restrictions imposed by the TRINITY, consignee, consignee or due to the physical circumstances of loading, CARRIER is excused from performing such verification. The foregoing exception shall not relieve CARRIER of compliance with any other provision of this Schedule. CARRIER represents and warrants that all Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments is in safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to ensuring that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If CARRIER transports partial load shipments (also known as less-than-truckload, or LTL, shipments), CARRIER shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in TRINITY's and/or a shipper's instructions or Shipping Document, CARRIER must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. CARRIER must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the shipper's and/or TRINITY's instructions or Shipping Document. Immediately upon request or as promptly as practicable thereafter, CARRIER will provide TRINITY and/or the shipper: 1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to TRINITY and/or the shipper; 2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment; 3. Evidence of transportation traceability, including information regarding: a. Previous cargo hauled in bulk or in other Equipment; and b. Maintenance and intervening cleaning procedures for docks and Equipment; 4. Appropriate training processes for each person under CARRIER's supervision or control involved in providing the services pursuant to this Agreement; and 5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination. CARRIER agrees to maintain all documentation and records related to the transport of Food Shipments governed by this Agreement, including those documenting personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to TRINITY and/or the shipper upon request. CARRIER acknowledges and agrees that the temperature of the Food Shipments is a material condition of this Agreement. CARRIER shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by the shipper, through TRINITY, and shall train its drivers and staff regarding safe transport of the shipper's Food Shipments and other goods. **Liability Related to Food Shipments.** 1. CARRIER agrees that Food Shipments that have been transported or offered for transport, pursuant to this Agreement, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(1)(4), 342(i)). CARRIER understands that adulterated shipments may be refused by the shipper, consignee or receiver upon their tender for delivery at destination, with or without inspection. 2. CARRIER assumes liability for the result of breach of any of the foregoing requirements specified in this Agreement of rate confirmation. CARRIER agrees that TRINITY is not responsible for and shall in no way be held liable to CARRIER for CARRIER's or any shipper's consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above. The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by CARRIER shall be within the sole discretion of the shipper and shall be binding on CARRIER.

11. CARRIER, by acceptance of any shipment tender and by providing its or its drivers' telephone numbers to TRINITY, hereby consents, on behalf of itself and its drivers, and CARRIER's drivers, by providing their telephone numbers to CARRIER or TRINITY, hereby consent, to receiving text messages made using an automatic telephone dialing system regarding, relating to, or arising out of CARRIER's or such drivers' relationship with, and any services provided to, TRINITY.

12. **CHARGES:** In order to be eligible for reimbursement charges for detention, labor and other unforeseeable costs must be approved by Trinity in writing at the time they are incurred. In addition receipts must be provided. Carrier agrees that Trinity's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR §371.3.

13. **INSURANCE:** Carrier certifies that its cargo insurance policy does not contain any exclusions relative to the commodity(ies) being transported pursuant to this Agreement or any other exclusion. The load value listed herein is an estimate and is not intended to in any way limit the Carrier's or Carrier's insurer's liability in the event of cargo loss or damage. If Carrier's auto liability policy is a Scheduled Auto policy, Carrier must use only equipment insured by such policy.

14. **EQUIPMENT:** Unless otherwise agreed in writing, Carrier agrees that any and all equipment used to transport, or assist in the transportation of, property will be exclusively used for that purpose. Carrier agrees that it will only use its own equipment, and that the equipment used matches the DOT number of the company signing this rate confirmation. For temperature controlled shipments: 1) Carrier must be able to provide a reefer download for the unit used to transport the shipment. 2) Carrier can supply current reefer maintenance records for the unit used to transport the shipment. Driver must be pre cooled before arriving to shipper. Driver must verify product is at correct temp before loading. If not allowed on the dock or discrepancy between the rate confirmation and BOL, driver must contact booking office ASAP and require shipper notate on the BOL before driver leaving the shipper.

# TRANSFLO Express® Cover Sheet



Thank you for choosing Trinity. Need a reload? Visit our available load board at [www.trinitylogistics.com/carriers/access-load-board/](http://www.trinitylogistics.com/carriers/access-load-board/).  
To obtain your login, contact (866)-TRINITY.

## Notes:

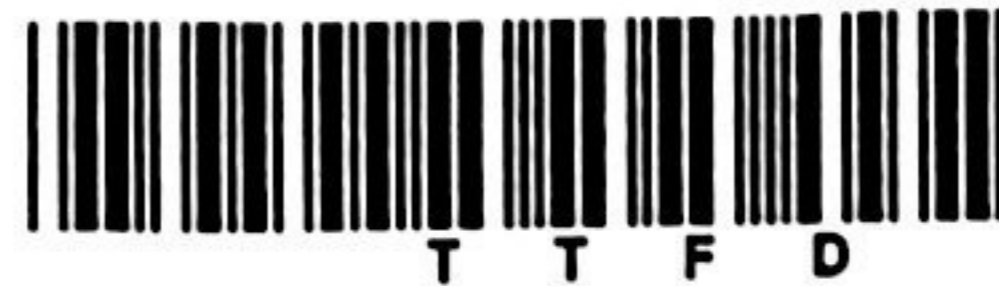
If using Transflo, a \$2.50 fee will be deducted from your final settlement.  
Scanned documents must be received within 24 hours of delivery.

## Instructions:

1. Visit a participating location, selected from the listed map of truck stops found on [www.transfloexpress.com](http://www.transfloexpress.com).
2. Perform the following check list before handing the fuel desk cashier your documents:
  - Clearly and legibly fill in the information at the bottom of this sheet labeled "Load Information".
  - Make sure all documents are face-up, with the writing on the top side.
  - Securely tape small receipts or documents to a regular sized sheet of paper. Materials are provided by the scanning clerk for your convenience.
  - Remove paperclips & staples from all documents.
  - Place this coversheet on top of your documents. You must use an original coversheet, no photocopies, to ensure proper transmission to Trinity's Accounting Department.
3. Once the scanning clerk has processed your documents, they will be returned to you with a confirmation receipt stapled to the front page.
  - Review this receipt to ensure the date and page count is correct.
  - Make sure all documents are face-up, with the writing on the top side.
  - Make sure Trinity's SCAC code, "TTFD", was used in order to confirm they were sent to the right company.
4. View the images on [www.transfloexpress.com](http://www.transfloexpress.com), click on "View Documents" in the top right corner. Enter the confirmation number from your receipt to view the scan as well as determine when the documents were delivered to Trinity. Images are kept online for 14 days.

## Load Information

Load (Pro) Number:	8176178		
Pick Up Date:	2/29/2024		
Pick Up City:	HITCHCOCK	Pick Up State:	TX
Delivery Date:	2/29/2024		
Dest City:	HOUSTON	Dest State:	TX
Carrier Name:	READY SET GO TRANSPORTATION LLC		



1 hub 2104 C 1 (AM)  
CST



# Bill Of Lading

Bill of Lading# 35771988  
Load Priority: INVENTORY

Facility Dock: 8228

Pickup Date Range: 02/27/2024  
02/29/2024

Carrier: TRINITY LOGISTICS, INC

Equipment Type: Flatbed Weight Break (0-45000)

Note 1: \_\_\_\_\_

Note 2: \_\_\_\_\_

Freight Terms: Prepaid

Total Load Weight: 2121

Total Miles: 58.40

Total # In-Transit Stops: 0



Tendered By: DEFAULT USER

Origin Stop Address	Stop#	MSO#	S/N			
MAB EPC Blimp Yard – Lane 2/3 100 INDUSTRIAL PARK BLVD HITCHCOCK, TX 77563 BUSINESS HOURS : MONDAY- FRIDAY:07:30-15:00 SATURDAY- SUNDAY:CLOSED	Pick 1	APDHI-5207957-L1	FG205031- MWL	P/N 5207957	Description CARRIAGE GP- FORK	Qty 1 Weight(lbs) 2121 Dimensions(IN) LxWxH 102.0 x 44.0 x 29.0
Totals for Stop:				1	2121	

Destination Stop Address	Stop#	MSO#	S/N			
E300 MUSTANG MACHINERY E300 12800 NORTHWEST FWY HOUSTON, TX 77040 Notes: Cannot unload from upper section of Step Deck trailer BUSINESS HOURS : MONDAY- FRIDAY:07:00-15:00 SATURDAY- SUNDAY:CLOSED	Drop 1	APDHI-5207957-L1	FG205031- MWL	P/N 5207957	Description CARRIAGE GP- FORK	Qty 1 Weight(lbs) 2121 Dimensions(IN) LxWxH 102.0 x 44.0 x 29.0
Totals for Stop:				1	2121	

Arturo S.

Driver acknowledges the machine(s) being picked up matches the BOL and serial numbers have been verified.

Executing Carrier Name:

BSGT

Driver Name Printed:

Mike B.

Driver Signature:

*[Signature]*

Date:

2/29/24

I hereby declare that the contents of this consignment are fully and accurately received at the correct location based on this Bill of Lading, serial numbers have been verified, and all damages have been noted below

Receiver Signature:

Arturo S.

Date:

2/29/24

Driver or Receiver: Please note any damages below:

If there are any issues with shipping, please contact the Caterpillar Ground Transportation Operations Center at:  
IMOD\_OB@CAT.COM and BCP\_TMC@CAT.COM

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Caterpillar Confidential: Green

# **ATTENTION!**

**King of Freight will no longer be processing bills or billing related documents via email!**

**IF ALL OF THE NECESSARY PAPERWORK IS NOT UPLOADED TO KOF's WEBSITE WITHIN 2 BUSINESS DAYS AFTER DELIVERY, RATE MAY BE SUBJECT TO A 25% REDUCTION!**

**Not receiving the necessary paperwork on-time causes King of Freight to extend larger credit lines and hurts our relationship with the customer, as it delays invoicing.**

**We have created an upload portal at [www.kingsoffreight.com/bol\\_upload](http://www.kingsoffreight.com/bol_upload) for you to submit BOLs or other related documents.**

**Unless the Rate Confirmation states otherwise, DO NOT send required documents via e-mail or standard mail, as all bills and/or required paperwork must be submitted through our website or you will not receive payment for this load!**

**If you have any questions or if you need assistance please contact your broker CHRIS OBANDO:**

**Business Phone: 316-440-4662**

**Mobile Phone: 316-925-2265**

**Office at 316-440-4723 - Press 1 for Accounting or Press 2 for Dispatch**

**Thank you for doing business with King of Freight!**

# KING OF FREIGHT THIRD PARTY BROKERAGE

Carrier Rate Confirmation for READY SET GO TRANSPORTATION LLC

**IMPORTANT! BOL Upload Key:'7BM-Q01'**

Order #: 2379738	Type of Truck: Flatbed 48' - TARP REQUIRED
Carrier: READY SET GO TRANSPORTATION LLC	MC #: 2554746
Pick Date: 03/04/24	Delivery Date: 03/04/24
Pick Time: 08:00:00 CST	Delivery Time: 12:00:00 CST
PO #: Baytown 3/4	Cost: \$400
PU #: Baytown 3/4	Term: 30 days after receiving proof of delivery

Weight: 40,000 LBS.

## Shipping From Address

Wyatt  
8610 Unity drive  
BAYTOWN, TX 77523  
Joey Weir 832-262-5581

## Shipping To Address

Refractories, Inc.  
12900 Nyack Drive  
HOUSTON, TX 77089  
713-947-8010

Below is who King of Freight is paying for carrier services (PAYEE):

JOB SERVICE  
Care Of READY SET GO TRANSPORTATION LLC  
PO BOX 4346 DEPT 22  
HOUSTON, TX 77210-4346

## Shipping Instruction Requirements

\*Below is a list of the shipment requirements per load basis provided by our customer to King of Freight. King of Freight is a third party freight brokerage between our customer and the carrier for this shipment. Failure to meet these requirements could result in a penalty.

FULL LOAD OF REFRACTORY PRODUCTS ON PALLETS

40000 LBS

Must be tarped and remain dry

### Carrier Agreement Terms and Conditions

1. Carrier agrees it is a motor carrier engaged in the transportation of goods for compensation. Carrier further agrees it is in good standing with state and federal agencies that govern its conduct, it has authority to operate as a motor carrier, it meets all insurance requirements for the shipment, and it is able to safely haul the commodity listed on the product description.
2. Carrier agrees KOF is not a motor carrier, but has provided brokerage services related to the shipment. These services may include selling or otherwise arranging for transportation of the shipment by the Carrier for compensation. Carrier acknowledges that KOF, at no time, will take possession of the shipment or transport it.
3. Carrier agrees that an authorized Carrier representative has read and agrees to the terms of King of Freight's ('KOF') Motor Carrier/Broker Agreement located on KOF's website home page. The link for the Motor Carrier/Broker Agreement can be found on the front page. Scroll down the page to the tabs in the middle and the link for the 'Carrier/Broker Agreement' is below 'Submit BOL "New"'. This Rate Confirmation constitutes an addendum to that Agreement. Unless the Carrier provides KOF with written objections to its terms, prior to accepting shipment, at the earlier of within twenty-four (24) hours of receipt or upon work being initiated, Carrier is deemed to have agreed to the terms in the Carrier/Broker Agreement and in this Rate Confirmation.
4. KOF agrees to pay the rates and charges shown above and no different tariff rate or schedule of rates apply.
5. This rate is contingent upon successful and on-time completion of all load terms presented to Carrier and rate may be subject to reduction if carrier fails to complete any shipment terms and conditions. Rate may be reduced if load picks up or delivers after originally scheduled time and date. Failure to haul the contracted weight may result in a rate deduction. If Carrier cancels a load that has already been tendered, Carrier can be subject to a reduction up to \$250. Failure to adhere to any term or condition may also result in Carrier being reported to online loadboards, such as Internet Truckstop, DATS, etc.
6. Carrier agrees that it will not re-broker, assign, subcontract, or interline shipments without KOF's prior written consent and that if Carrier violates this provision Carrier forfeits its right to be paid for the transportation services in this Rate Confirmation. King of Freight reserves the right to require the Carrier to produce Elogs in cases where re-brokering or subcontracting is suspected in order to be paid for transportation services.
7. Carrier assumes responsibility and is liable for any loss or damage to the shipment or related to or arising out of the transportation of this shipment.
8. Accessorial charges (including but not limited to labor, detention, and/or layover charges) must be authorized and approved prior to or at time of occurrence. KOF will not provide any reimbursement of any non, prior-approved accessorial charges. The Carrier is liable for labor charges, facility charges, crane charges and/or any other loss which is the result of Carrier missing a pickup or delivery appointment time. Carrier shall ensure the bill of lading is notated either when handling is required or when detention occurs, that the Carrier obtains applicable receipts, and that both the bill of lading and receipts are included as supporting documents with the Carrier's invoice. All overage, shortage, and damage must be reported to KOF immediately, at time of occurrence, and noted on the bill of lading.
9. KOF's Customer requires that Carrier provide tracking updates for this shipment, through KOF, around the following events: arrival at and departure from Shipper(s) within thirty (30) minutes of occurrence; a minimum of one check call per day, prior to 10:00am, each day that Carrier is in possession of this shipment; and arrival at and departure from Receiver(s) within thirty (30) minutes of occurrence. Any problems or issues with the shipment must immediately be reported to KOF.
10. If Carrier is able to deliver, but refuses to deliver a shipment by the suggested delivery date and time, Carrier agrees to pay KOF a minimum penalty of \$50 for every hour after the suggested delivery time that the Carrier refuses to deliver the shipment. If the Carrier holds a load in transit hostage and/or demands King of Freight send a new rate confirmation under duress the carrier forfeits its right to be paid for the transportation services in this Rate Confirmation.
11. If there is damage to the cargo or other property, Carrier agrees to promptly assist and comply with all reasonable requests made by KOF and/or its authorized representatives with respect to their investigation of the damage comply with all reasonable claim requests from KOF. In such an instance, Carrier also agrees that KOF may reduce the rate to offset damages. Carrier acknowledges that it is subject to suit for damage or loss to any cargo while the cargo is in Carrier's custody or control. Carrier agrees that any legal proceeding arising out of or in connection with this shipment shall be brought exclusively in the Sedgwick County District Court of Kansas or the United States District Court for the District of Kansas at Wichita, Kansas, and that the laws of the State of Kansas will apply.
12. If any legal action, arbitration, or other proceeding is brought by KOF against Carrier related to or arising out of the transportation of this shipment, the other transportation services provided by Carrier, or to otherwise enforce the provisions of this Agreement, KOF shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration, or other proceeding if it shall prevail, in addition to any other relief to which KOF may be entitled. KOF will only be entitled to such attorneys' fees and other costs if the amount of the judgment entered in favor of KOF in such action, arbitration, or other proceeding is in excess of the last tender made by the Carrier prior to the commencement of the action, arbitration, or other proceeding in which the judgment is rendered.
13. Pursuant to the parties Motor Carrier/Broker Agreement, Carrier will provide an amount of active cargo insurance coverage sufficient to cover the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude from coverage any commodities or cargo carried on this order. If Carrier's cargo insurance policy contains a schedule of covered vehicles, Carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on Carrier's cargo insurance policy.
14. Carrier authorizes Broker to offset the full amount of any claim with all monies owed to the carrier.
15. In the event that any provision in or obligation under this Agreement shall be deemed invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of other provisions in, or obligations under, this Agreement shall not in any way be affected or impaired thereby.
16. King of Freight does not pay detention, layover, or truck order not used (TONU) fees, but will address with customer on a case-by-case basis.
17. Failure to abide by any of the terms and conditions in this agreement may result in a deduction or penalty added.

**IMPORTANT NOTICE**

If your name is not on "PAYEE," you will not get paid for this load. If you are a factoring company and do not see your company name as "PAYEE," please contact KOF for a new rate confirmation. If a rate contract requires original copies, you need to mail the original copies to KOF.

**Billing Instructions**

**\*\*\*KOF now has an online billing system in order to invoice us and receive payment\*\*\***

1. To receive payment, please submit the Bill of Lading ('BOL') and any other documentation requested on the rate confirmation or by King of Freight ('KOF') (i.e Scale Tickets, Weight Tickets, etc.).
2. The link for 'Submit BOL' can be found on our homepage ([www.kingsoffreight.com](http://www.kingsoffreight.com)) by scrolling down to the tabs in the middle of the page.
3. You will first need to enter the order number and then enter the BOL Upload Key found on the Rate Confirmation.
4. Next, attach the BOL and any other required documentation by clicking 'Choose File' and selecting the file. DO NOT Upload this Rate Confirmation with the BOL and Other Documents.
5. Lastly, enter an email address that you would like the acknowledgment of receipt to be sent to, verifying the upload was successful.

READY SET GO TRANSPORTATION LLC

Print Name: \_\_\_\_\_

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

**Thank You for doing business with King of Freight! Please Bill Hard Copy to:**

**KING OF FREIGHT THIRD PARTY BROKERAGE  
P.O. BOX 49170  
Wichita, KS 67201**

**Broker: CHRIS OBANDO Business Phone: 316-440-4662 Mobile Phone: 316-925-2265 E-mail: [cobando@kingoffreight.com](mailto:cobando@kingoffreight.com)  
For Assistance call 316-440-4723 and Press 1 for Accounting or Press 2 for Dispatch**

**\*You must still submit required paperwork through our website ([www.kingsoffreight.com](http://www.kingsoffreight.com)), even if hard copy is mailed to address above.**

STRAIGHT BILL OF LADING - SHORT FORM

NOTICE: Shippers of hazardous materials must enter 24-hour emergency response telephone number under "Emergency Response Phone Number."

Original—Not Negotiable

DateMAR. 4, 2024Bill of Lading No.

Shipper No.

Carrier No.

RSG TRANSPORTATION

(Name of Carrier)

TO: Consignee		FROM: Shipper				
Refractories Inc.		WYATT				
Street		Street				
12900 NYACK DR.		8610 UNITY DR.				
Destination		Origin				
HOUSTON TX.		BAYTOWN TX.				
Zip Code		Zip Code				
77089		77523				
Route:		Vehicle No.				
HOUSTON TX.		BAYTOWN TX.				
Emergency Response Phone Number						
No. Shipping Units	+HM	Kind of Packaging, Description of Articles Special Marks and Exceptions	Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of National Motor Freight Classification, Item 360	Weight (Subject to Correction)*	Rate or Class	CHARGES
9	plts			26,810 lbs		

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether weight is "carrier's or shipper's weight."

REMIT C.O.D. TO: ADDRESS

C.O.D. Amt. \$

C.O.D. FEE: PREPAID ☐ COLLECT ☐ \$

TOTAL CHARGES: \$

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ per

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges

FREIGHT CHARGES Check Appropriate Box: ☐ Freight prepaid ☐ Collect

(Signature of Consignor)

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property 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 property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mark with "RG" if appropriate to designate Hazardous Materials as defined in the U.S. Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on Bills of Lading per 172.201(a)(1)(ii) of Title 49 Code of Federal Regulations. Also when shipping hazardous materials, the shipper's certification statement prescribed in section 172.204(a) of the Federal Regulations, as indicated on the Bill of Lading does apply, unless a specific exemption from the requirements provided in the Regulations for a particular material.	The format and content of hazardous item list is the responsibility of individual company interpretation of requirements as described in 49 Code of Federal Regulations 172.201 Subpart C Shipping Papers. Such description consists of the following per Sections 172.201 (Hazardous Material Table) and Sections 172.202 and 172.203: Proper shipping name, hazardous class, UN identification number, packing group, and subsidiary classification.	Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 United States Code, Sections 14706(c)(1)(A) and (B).
SHIPPER	CARRIER	
PER	PER	
1	3/4/24	Mike B 3-4-24

This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.

Carrier acknowledges receipt of packages and any required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.