



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

JAMES CARDONA  
Email james.cardona@trinitylogistics.com  
Phone (407) 887-6224  
Fax  
Trinity Office TLI-ORLANDO

**After Hours: 800-846-3400 opt 3**  
Mon-Fri: 6pm-6am | Sat-Sun: 24 hrs.

**For Revision**  
**Rate Confirmation - Trinity Logistics, Inc. Reference #7451947**


Shipment Details					
Shipment #	7451947	Shipment Miles	234.00	Temperature	-10F Continuous
Cust Ref/PO #	/1260	Eq Type	53R	Pallet Count	28
Todays Date	11/17/2022 11:54	Eq ID		Shipment Mode	Over The Road

Carrier Details			
Carrier	NIEVES LOGISTICS INC	Driver Name	Israel   (718) 915-6152
DBA	LGTI LOGISTICS	Dispatcher	Israel Nieves / Matt
MC Number	72047	Phone	(718) 915-6152
DOT #	3090741	Fax	
SCAC		Carrier Ref	

Shipment Details						
Stop	Type	Pcs/Type/Wt	Address	Appt Date	Appt Time	PU/Delv #
1	Pickup		NERIS BAKERY PRODUCTS 31 -37 PEARL ST PORT CHESTER, NY 10573 (914) 937-3235	11/21/22	12:30 - 13:00	1260
2	Delivery		LINEAGE 7950 OCEANO AVE JESSUP, MD 20794 (443) 737-1205	11/21/22	23:00	748702

Shipment Line Items							
Total Pcs/Type	Total Weight	Volume	STCC	Description	NMFC	Class	ID
1568 PIECES	35000 lbs			FROZEN BREAD			

Carrier Rate Agreement					
Item #	Charge Description	Unit Type	Unit Quantity	Unit Price	Rate
1	LINEHAUL	Flat Rate	1	\$1,100.00	\$1,100.00
Total:					\$1,100.00

Shipment Notes	
NIEVES LOGISTICS INC	
Signature 	Date 11/21/2022

Terms of Agreement
1. Rate Confirmation should not be used as BOL
2. For all shipments going to or through the state of California, the following applies: In addition to being required to comply with all other Federal, State and Provincial laws & regulations, Carrier is required to comply with the terms of the California Air Resources Board (CARB) Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ATCM) and the CARB Heavy-duty Greenhouse Gas Regulation. Should Broker incur penalties 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.
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, consignor, 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)(i)(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:	7451947		
Pick Up Date:	11/21/22		
Pick Up City:	PORT CHESTER	Pick Up State:	NY
Delivery Date:	11/21/22		
Dest City:	JESSUP	Dest State:	MD
Carrier Name:	NIEVES LOGISTICS INC		



Neri's Bakery Products Inc.  
31-37 Pearl Street  
Port Chester, NY 10573

Telephone: 914-939-3311  
Fax: 914-937-4204  
Email: orders@neribake.com  
Website: neribakery.com

**\*\* SHIPPING SLIP \*\***

RECEIVED BY  
MTC LOGISTICS  
JESSUP, MARYLAND

Order: 23  
Ship Date: 11/21/22 DAY 21 YEAR 2022  
Order Date: 11/15/22  
Delivery Time: 11/15/22  
Operator: ELNAY

Bill To: PREFER

PREFERRED FREEZER

275 BLAIR ROAD

AVENEL, NJ 07001

AS AGENT ONLY, MTC  
LOGISTICS IS NOT  
RESPONSIBLE FOR FREIGHT CHARGES

Ship To: LINMD

LINEAGE LOGISTICS

7950 OCEANO AVENUE

JESSUP, MD 20794

240-517-3889

EXCEPTIONS:

CASES OVER

CASES DAMAGED

TEMPERATURE

DRIVERS SIGNATURE:

PRINT NAME:

PO Number

1260 RDC

Contact

Item Number	Order	+ / -	Qty Ret	U/M	Description
7102143	392.00		396	CSP12	Assort 4oz Sl. Sysco Kosher
7102157	40.00		35	CSP12	Everything 4oz Sl Sysco Kosher
7102246	324.00		240	CS	Plain 4oz Sl Sysco Kosher
7102253	840.00			CS	Assort 3oz Sl Sysco Kosher
7102260	56.00			CSP15	Plain 3oz Sl Sysco Kosher

Date 11/21/22

Pallets 28

Loader \$0.19

Date 11/21/22

Time

Destination JESSUP MD

Seal # 0107593

Trailer #

Driver Name:

QTY Totals: 1566.00

THIS IS A RDC PO / DO NOT SORT!!!

Boxes In:

Boxes Out:

Packer signature:

28 Pallets