



1112 7<sup>th</sup> Avenue • Monroe WI 53566-1364  
ColonyBrands.com

Upon review of the freight invoice, issues were found with your recent shipment. Due to these issues, the following chargeback has been issued:

**Supplier Name: E&E / JLA Home**

**PO Number(s): 7PE435946**

**Expected Freight Cost: \$932.15**

*\*\*Please note that freight costs are determined based on the data provided on your Shipment Control Form, submitted at time of routing.\*\**

**Final Freight Cost: \$1907.53**

**Variance Amount (Chargeback): \$975.38**

**Reason for Chargeback:** Carrier has completed DIM/weight inspections, variances were found: Increased to Class 250 per NMFC # 79300-3 density rules.

To avoid future chargebacks, please review bill of lading requirements with your shipping department.

A bill of lading is a legal document that must detail the type, quantity, and destination of the goods being carried. The bill of lading serves as a shipment receipt upon delivery. This document must accompany the products shipped, no matter the form of transportation, and must be signed by authorized representatives from the shipper, carrier, and receiver.

Upon pick-up, bills of lading must include:

- Shipper information, including pick-up address.
- Consignee information, including delivery address.
- Type & quantity of shipping units.
- General description of the articles being shipped.
- NMFC number & freight class.
  - Based on current NMFTA classification rules.
- Weight, including the weight of any pallets.
- Freight charge terms.
- Quote number, if specified by the Colony Brands Traffic Dept. on the completed Shipment Control Form.
- Shipper signature, releasing the cargo to the carrier.
- Carrier signature, accepting the cargo from the shipper.
- Packing list, attached to bill of lading.

*\*\*Please note that the Shipment Control Form does not fit the requirements of a valid bill of lading, a separate bill of lading must be created.\*\**

Thank you,  
Sidina Schee  
Traffic Department, Domestic Freight  
Colony Brands, Inc  
Sidina.Schee@colonybrands.com



**CNWX** DUNS# 08-043-1863 FED TAX ID# 94-2904084

<b>CORRESPONDENCE:</b> PO BOX 982020 N. RICHLAND HILLS, TX 76182  VISIT OUR WEBSITE at <a href="http://tl.xpo.com/billing">tl.xpo.com/billing</a>	<b>CUSTOMER SERVICE:</b> PHONE 1-800-755-2728 EMAIL LTLCCG@XPO.COM
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COLONY BRANDS INC  
  
PO BOX 2816  
MONROE, WI 53566-8016  
US

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SHIPPER	CONSIGNEE	CUSTOMER NUMBERS	SHIPMENT DATE
E & E COMPANY LTD 311 INTERNATIONAL TRADE PKWY PORT WENTWORTH, GA, 31407 US	PEOSTA FULFILLMENT RECEIVING 8970 ENTERPRISE DRIVE PEOSTA, IA, 52068 US	SN# L300593 PO# 7PE435946 PO# 6679825566474 PO# X001023	03/07/2024

PCS	DESCRIPTION OF ARTICLES AND MARKS	WEIGHT (lbs)	RATE	CHARGES
7	PLT FURNITURE NOI - 2 - 4 PCF 79300-3 CLASS 250 FAK 125 XPO LOGISTICS DISCOUNT SAVES YOU FSC FUEL SURCHARGE 34.75% CBI INSPECTION OF SHIPMENT FEE	2,249	768.96	\$17,293.91 (\$15,910.40) \$480.77 \$43.25
7	TOTAL	2,249		US \$1,907.53 PREPAID

7 PLT STC 40 PCS .SHP PH: 912-875-2828  
CLASSIFICATION CHANGED PER NMFC 79300-3

**\*\*\* PAYMENT IS DUE BY 04/10/2024 \*\*\***

DELINQUENT BALANCES ARE SUBJECT TO LATE FEES AS REFERENCED IN TARIFF 199.

Remit To	For ACH in USD
XPO Logistics Freight, Inc. 29559 Network Place Chicago, IL 60673-1559	XPO Logistics Freight, Inc. JPMorgan Chase ABA Routing #: 021000021 Account #: 930271585

**TOTAL DUE: US \$1,907.53**



**CNWX** DUNS# 08-043-1863 FED TAX ID# 94-2904084

**LTL INVOICE# 663-914005**

**TOTAL DUE: US \$1,907.53**

PLEASE RETURN THIS STUB WITH YOUR PAYMENT

If payment is not in full please explain:

**REMIT TO:**  
**XPO Logistics Freight, Inc.**  
29559 Network Place  
Chicago, IL 60673-1559

For changes of address, complete the form at the end of this document and mail it along with this remit stub.

Date: 03-07-2024

**BILL OF LADING -  
MASTER**

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<b>SHIP FROM</b>									
Name: E & E CO/JLA HOME				3Gtms Load Number: <b>L300593</b>					
Address: 311 INTERNATIONAL TRADE PKWY				Quote Number: <b>6679825566474</b>					
City/State/Zip: Port Wentworth, GA 31407									
Contact: OLIVIA Phone: 912-875-2828 ext 3836 Email:									
SID#: _____ FOB: _____									
<b>SHIP TO</b>				<b>CARRIER NAME: XPO Logistics Freight, Inc</b>					
Name: PEOSTA FULFILLMENT RECEIVING				Trailer number: _____					
Address: 8970 ENTERPRISE DRIVE				Seal number(s) <b>XPO 663-914005</b>					
City/State/Zip: Peosta, IA 52068				<b>SCAC: CNWY</b>					
CID#: _____ FOB: _____				<b>Pro Number:</b> _____					
<b>THIRD PARTY FREIGHT CHARGES BILL TO:</b>									
Name: COLONY BRANDS INC				Freight Charge Terms: (freight charges prepaid unless marked)					
Address: PO BOX 2816				Prepaid _____ Collect _____ 3rd Party <input checked="" type="checkbox"/> _____					
City/State/Zip: Monroe, WI 53566				Master Bill of Lading: with attached					
<b>SPECIAL INSTRUCTIONS: FVC - \$8,431</b>				(check box) _____ underlying Bills of Lading					
<b>CUSTOMER ORDER INFORMATION</b>									
CUSTOMER ORDER NUMBER		# PKGS	WEIGHT	TEMP DESC	PO #	REFERENCE NUMBERS			
X001023		7	2249.00	Ambient/Dry / F	7PE435946	7PE435946			
<b>GRAND TOTAL</b>		<b>7</b>	<b>2249.00</b>						
<b>CARRIER INFORMATION</b>									
HANDLING UNIT	PIECE	WEIGHT	VOLUME	PALLET DIMS	NON STACKABLE	H.M. (X)	COMMODITY DESCRIPTION	LTL ONLY	
QTY	TYPE	QTY	TYPE				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. <small>See Section 2(e) of NMFC Item 360</small>	NMFC # CLASS	
7	Pallet	40	MISC	2249.00 Lb	700.00 CuFt	48" X 40" X 90"	X	Commodity: STEWART HGLND TFTD BENCH	150
7		40		2249.00	700.00			<b>GRAND TOTAL</b>	
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:				COD Amount: \$ _____					
The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per				Fee Terms: Collect: _____ Prepaid: _____ Customer check acceptable: _____					
<b>NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B).</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.					
<b>SHIPPER SIGNATURE / DATE</b>				<b>CONSIGNEE SIGNATURE</b>		<b>CARRIER SIGNATURE / PICKUP DATE</b>			
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 DOT.				_____ PRINT NAME		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.			
OG 3/7/24				_____ DATE		NBS 3/7/24			
				_____ CHECK #					



PRO  
663914005

**SHIPMENT CONTROL FORM – USA Domestic Shipments Only**

Supplier Name: Ship8 Contact Name: Olivia Germany  
 Street Address: 311 international trade parkway Phone #: 912-875-2828 ext 3836  
 City: port wentworth State: ga Zip: 31407 Shipping Hours: 8-4  
 Pickup Address & Phone # if Different from Above: \_\_\_\_\_  
 Additional Instructions and/or Pick-Up Number: \_\_\_\_\_

Ready to Ship Date: <b>03/06/2024</b>	Floor Load OR Palletized: <input type="checkbox"/> LOOSE <input type="checkbox"/> PALLETS	Supplier Load OR Driver Load: <input type="checkbox"/> SUPPLIER <input type="checkbox"/> DRIVER
In-House/Due Date: <b>3/08/2024</b>	Stackable Pallets: <input type="checkbox"/> YES <input type="checkbox"/> NO	Driver Count: <input type="checkbox"/> YES <input type="checkbox"/> NO
Temperature Restrictions: <input type="checkbox"/> COOLER 35°-38° <input type="checkbox"/> FREEZER 0° <input type="checkbox"/> NO	24 Hour Notice Required: <input type="checkbox"/> YES <input type="checkbox"/> NO	Appointment Needed: <input type="checkbox"/> YES <input type="checkbox"/> NO

Purchase Order #	Package Label #	General Item Description	Total Cartons	Weight (Lbs.)	Pallets/ Cube	Pallet/Carton Dimensions	Freight Class
7PE435946		chair	7	349	7	48X40X87	150
		ottoman	7	430	0	48x40x90	150
\$8,431		bench	7	407	0	48x40x86	150
		chair	8	427	0	48x40x90	150
		chair	3	184	0	48x40x63	150
		chair	5	258	0	48x40x86	150
		chair	3	194	0	48x40x61	150
<b>TOTALS:</b>			40	2249	7		

*Top Section to Be Completed by Supplier / Shipper*

*Bottom Section to Be Completed by the Colony Brands Transportation Department*

Carrier Information:  
**XPO Logistics**  
**800-755-2728**  
**\*PLEASE CALL CARRIER FOR PICK-UP\***


**PLEASE NOTE:**

- Copies of the Packing List must be attached to both the Freight and to the Bill of Lading.
- Bill of Lading must include the Freight Class as well as the NMFC # and/or item description.
- Revisions must be submitted to [Traffic@colonybrands.com](mailto:Traffic@colonybrands.com) for reassessment before shipping.


**\*\* Failure to comply may result in chargebacks. \*\***


**Please Email Form to Colony Brands Transportation Department:  
[Traffic@colonybrands.com](mailto:Traffic@colonybrands.com)**


For a downloadable copy, please visit -- <http://www.colonybrands.com/supplier-manual-nonfood>


 1168-827030


 1168-827026

 1168-827015

 1168-827004

 1168-827041

 1379-914012

 1379-914001

# XPO Logistics

Inspection Report

Date: 03/08/2024 02:30:08

PRO Number: 663-914005

Original Bill Of Lading Information:  
STEWART 150 2249.0

\*\*\*Corrected\*\*\*

NMFC/SUB	CLASS	PCS	WEIGHT	LENGTH	WIDTH	HEIGHT	TOTAL CUBIC FEET	TOTAL DENSITY
79300-3	250	2	2249.0	48.0	40.0	87.0	193.33	3.571
		1		48.0	40.0	91.0	101.11	
		1		49.0	40.0	85.0	96.41	
		1		48.0	40.0	63.0	70.00	
		1		48.0	40.0	62.0	68.89	
		1		48.0	40.0	90.0	100.00	
<b>Total</b>		<b>7</b>	<b>2249.0</b>				<b>629.75</b>	<b>3.571</b>

Web-Site: <https://www.ee1994.com/>

**SUMMARY OF INSPECTION AND SUPPORTING FACTS:**

NMFC 79300-3 for Furniture or Furniture Parts, viz.: Beds, Cots, Cradles, Cribs, Daybeds or Sofa Beds, NOI; Couches, Sofas, Chaise Lounges, Loveseats or Settees, NOI; Desks, NOI; Furniture or Furniture Parts, NOI; density 2 but less than 4 pcf, CL 250 applies. The density-based NMFC subclass from the original bill of lading is incorrect. Shipper describes the commodity on the BOL as STEWART. Inspection pictures and dimensions indicate that the shipment consists of A CREDENZA, having an overall shipment density of 3.57 pcf. Website Reference: <https://www.wayfair.com/furniture/pdp/martha-stewart-braxton-farmhouse-accent-chair-mstt1640.html> AND <https://www.wayfair.com/Martha-Stewart--Martha-Stewart-Highland-Tufted-Accent-Bench-with-Shelf-MT1050139-> ADDITIONAL DETAILS: CHAIR AND OTTOMANS

Prepared by: Brenda Butler

Domicile Location (SIC): NAT

**XPO**  
www.xpo.com



DELIVERY RECEIPT  
XPO CONTRACTUAL COPY

PAGE  
1 OF 1



PRO NUMBER  
663-914005

EQUIP NUMBER 463-2500	DATE 03/07/2024	ORIGIN NSA	DESTINATION XND	OUR REVENUE	ADVANCE	BEYOND	ROUTE PEO KEVIN
CONSIGNEE PEOSTA FULFILLMENT RECEIVING 8970 ENTERPRISE DRIVE PEOSTA, IA US 52068		SHIPPER E & E COMPANY LTD 311 INTERNATIONAL TRADE PKWY PORT WENTWORTH, GA US 31407		BILL TO		APPT	

SHIPPER NUMBERS SN# L300593 PO# 6679825566474

HM	PCS	DESCRIPTION OF ARTICLES AND REMARKS	WEIGHT (LBS.)	RATE	CHARGES
	7	PALLET FURNITURE NOI - 2 - 4 PCF 79300-3 CLASS 250	2249		
	7	CBI INSPECTION OF SHIPMENT FEE			
		TOTAL	2249		PPD
CHILD PRO #'s: 1379-914001, 1379-914012, 1168-827004, 1168-827015, 1168-827026, 1168-827030, 1168-827041 PO NUMBERS: 6679825566474, X001023, 7PE435946, 7PE435946 7 PLT STC 40 PCS .SHP PH: 912-875-2828 CLASSIFICATION CHANGED PER NMFC 79300-3					

RECEIVED PIECES ABOVE DESCRIBED FREIGHT IN GOOD ORDER EXCEPT AS NOTED.	SHRINK WRAP INTACT? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	DELIVERED 7 PIECES	TIME 12:30	DRIVER SIGNATURE <i>[Signature]</i>	DATE 3/11/24
<input type="checkbox"/> INSIDE DELIVERY <input type="checkbox"/> RESIDENTIAL DELIVERY	<input type="checkbox"/> LIFTGATE SERVICE <input type="checkbox"/> CONSTRUCTION /UTIL	CONSIGNEE SIGNATURE <i>[Signature]</i>	PRINT/ CONSIGNEE NAME Kevin Fischer	DATE 3/11/24	

SUBJECT TO TERMS AND CONDITIONS HEREIN, AND TARIFF CNWY-199 IN EFFECT ON DATE OF SHIPMENT.

## SPECIAL NOTATION

- 1) Unless otherwise agreed to by the parties in writing, the terms and conditions of the National Motor Freight Classification (NMF 0100 Series) uniform straight bill of lading in effect on the date of the shipment shall apply, subject to the Bill of Lading, Tariff CNWY-199, and Con-way's pricing schedules, terms, conditions and rules, which are not subject to modification unless agreed to by the parties in writing.
- 2) Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff CNWY-199 shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less.
- 3) Carrier shall not be liable for any failure to perform any of its respective obligations under the Bill of Lading or for loss, damage or delay to any of the goods described in the Bill of Lading when caused by an act of God, the Queen's or public enemies, riots, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, acts or omission of custom officials, authority of law, quarantines, civil commotions or hazardous incidents to a state or war, compliance with laws, government regulations, orders or requirements, act or omission of Shipper, Consignee, or owner of goods, or any cause beyond Carrier's control.
- 4) The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of shipment.
- 5) The Shipper and Consignee shall be liable, jointly and severally, to pay and indemnify and hold Carrier harmless from all claims, fines, penalties, damages, costs, attorney fees, or other sums that may be incurred, suffered or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.
- 6) Carrier shall have a lien on the shipment for all sums due and payable to Carrier. In the event of nonpayment of any sums payable to Carrier, the shipment may be held by Carrier and be subject to storage and/or disposed of at public or private sale, without notice to Shipper or Consignee and with no liability to Carrier. Carrier shall be paid all sums due and payable to Carrier out of the proceeds of such sale, including storage charges. The Shipper and/or Consignee continue to be liable for the balance of any unpaid charges payable on account of the shipment.
- 7) Carrier shall provide on request of the Shipper, a written or electronic copy of the rate, classification, rules, and practices upon which any rate agreed to between the Shipper and Carrier may have been based.
- 8) All payments due hereunder shall be made within 15 calendar days of the date of invoice. Payment of charges not received within 15 calendar days of the date of invoice, or within a time period agreed to by the parties in writing, will be considered a late payment. Late payments shall be subject to a charge of 1.5% per month added to all outstanding amounts when any of the following conditions occur:
  - A. When Carrier has notified debtor of the assignment or intent to assign the freight bill(s) to a professional service for collection, or to file a claim in a court of law for collection;
  - B. When debtor has filed for protection under any bankruptcy provisions; or,
  - C. When Carrier has advised debtor in writing, of intent to apply the penalty fee of 1.5% per month. In addition, upon any of the aforementioned conditions occurring, any and all allowances, exceptions, commodity rates and other provisions which result in the total charges due the Carrier of less than the non-discounted charges due from Tariff CNWY-599 class rates in effect on the date of the shipment, shall be discontinued and no longer apply.
- 9) Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Shipper must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges. Shipper shall not have the right to withhold or offset the payment of charges for any reason, including but not limited to, claims for lost or damaged goods.
- 10) Carrier is not bound to transport property by any particular schedule or in time for any particular market, or in any manner other than with reasonable dispatch.
- 11) Filing of Claims: Carrier is not liable for loss or damage to any goods carried under this Bill of Lading unless a written demand is filed with and received by a proper Carrier within nine (9) months (sixty (60) days for shipment originating in Canada) after the date of delivery of such goods, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time (not to exceed four (4) business days) for delivery has elapsed. The written demand must contain an assertion of Carrier liability for the alleged loss, damage, injury or delay; facts sufficient to identify the shipment or shipments involved; and a demand for the specific amount claimed. In Canada, the final statement of the claim must be filed within nine (9) months from the date of shipment. Carrier shall not be liable in any lawsuit based on a cargo claim for loss, damage, or delay unless the lawsuit is filed in a court of law, against Carrier no later than two (2) years and one (1) day from the date when written notice is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof.
- 12) Property not picked-up by the party entitled to receive it, within the free time allowed by Tariff CNWY-199, and after notice to Consignee of the arrival of the property at destination or at the port of export (if intended to be exported) has been given; or property not accepted by the Consignee at the time it is tendered for delivery, may, at the Carrier's option, be kept in vehicle(s) or place(s) of business of the Carrier, or any other available storage facility. Such property will be subject to storage charges as listed in Tariff CNWY-199. The owner, Shipper and Consignee shall be jointly and severally liable for the cost of the storage. The property shall be held subject to a lien for all freight and other lawful charges. Notice of the placing of such goods in warehouse shall be mailed to the address given for delivery.
- 13) Instructions on completing the "Bill To" Section: To request that the invoice be sent to an address other than that provided for either the Shipper or Consignee, the "Bill To" section must be completed. Completing the "Bill To" section does not relieve the Shipper, Consignee or any other party of joint and severally liability for the payment of charges.
- 14) Upon receipt of written notification that a check has been returned to the carrier for non-payment due to insufficient funds, a fee of \$35.00 for each returned check, will be applied against the customer's account.

Fill out your new address in the space below											
Company Name											
Suite/Mailstop											
Street Address											
City								State		Zip + 4	

**From:** [Weissenfluh, Deb](#)  
**To:** [Boyer, Amy](#)  
**Subject:** E&E/JLA Home Inv 663914005  
**Date:** Thursday, May 23, 2024 10:23:22 AM  
**Attachments:** [INV 1147184 CV; 8499067 XPO LOGISTICS LESS THAN TRUCKLOAD Inv; 663914005 3-7-2024 \\$1,907.53.PDF](#);  
[EandE\\_JLA HOME - Chargeback Letter - 7PE435946.docx](#)

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Please deduct \$975.38 from E&E/JLA Home using 1381

Thanks!

Deb