

**Bill to:**

BUCHANAN LOGISTICS INC
4625 INDUSTRIAL DR ext 2255 ap 2204,
Fort Wayne,
IN,
46825

Invoice Date: 03/23/2023

Invoice #: 2734601

Terms: NET 30

Due Date: 04/23/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
03/13/2023		200 North Green Bay Avenue, Gillett, WI 54124, USA - 4001 Industrial Rd, Harrisburg, PA, USA 17110			
			1	2500	2500

TOTAL
2500

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below.

Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date.

COMPASS FUNDING SOLUTIONS LLC

P.O.BOX 205154

DALLAS, TX 75320-5154

Tel: 844-899-8092

BUCHANAN LOGISTICS, INC. MC# 431807
4625 Industrial Rd
Fort Wayne, IN 46825



www.buchananhauling.com

Phone: 260-471-1877 Ext:6573

24/7 & Afterhours 260-471-1877 Option 3

Page 1 of 2

FAX:

Email: marcus.depeal@buchananhauling.com

Buchanan Order # 2734601

Carrier: BRZ
BURBANK IL 60459
Order Date: 03/10/2023 1346

Contact: Cole Kosnaovic
Phone: 708-852-5655
Fax: 708-303-5150

Driver Name: Marcos
Driver Cell: 706-222-4961
Carrier Tractor: 838
Carrier Trailer: W94946

Commodity: DRY FOOD- PALLETIZED
Weight: 43805.0 Trailer: VAN
Order Value: \$100,000.00 Temperature range: -
Reference: 2584667

PU 1 Name: SENECA GILLETT Date: 03/13/2023 1300
Address: 200 N GREEN BAY AVE 03/13/2023 1400
GILLETT WI 54124 Pickup #: 82057928
Driver Load: N

SO 2 Name: SYGMA - HARRISBURG Date: 03/15/2023 0400
Address: 4001 INDUSTRIAL ROAD 03/15/2023 0400
HARRISBURG PA 17110 Driver Load: N

Payment Carrier Freight Pay: \$2,500.00
Total Carrier Pay: \$2,500.00 USD

Instructions Drivers must abide by shippers/consignees PPE and/or COVID requirements.

SENECA GILLETT - MUST CHECK IN UNDER BUCHANAN - OR TRUCK MIGHT NOT GET LOADED-
-LUMPER RECEIPTS HAVE TO BE TURNED INTO THE BORKER WITHIN 24 HOURS TO AVOID BEING
DEDUCTED-
-BOL MUST BE SUBMITTED WITHIN 2-4 HOURS OF DELIVERY TO AVOID DELAY IN PAYMENT-
MUST ACCEPT ALL TRACKING
MISSED APT MAY RESULT IN LATE FEES
53 FT VAN, MUST BE CLEAN

Please Sign: *Leo Kikic*

(X) Accept

() Decline



Carrier shall be subject to the Terms and Conditions set forth in the Transportation Brokerage Contract (the "Brokerage Contract"). By accepting the below terms and conditions, you are also agreeing to the terms of the Brokerage Contract, a copy of which is available at www.buchananhauling.com. If you have previously signed the Brokerage Contract with Buchanan, the most recent signed contract is still in effect. By signing below and committing to picking up this shipment and performing any work for Broker, you are accepting the terms below and the Brokerage Contract without modification.

1. This Shipment shall not be sub-contracted. ("Double Brokered"). All Shipments are to be considered exclusive unless otherwise stated. : Failure to comply may result in forfeiture or reduction of payment from Broker to Carrier.
2. Buchanan Logistics does not condone the coercion of any driver. Carrier and its drivers shall adhere to all FMCSA regulations. State and Local laws. Carrier agrees that these regulations shall supersede any conflicting service instructions stated in this load tender or stated comments made by a Buchanan employee. In that regard, if any shipment accepted by Carrier cannot be legally transported by a single driver under the FMCSA hours of service regulations in 49 CFR Part 395, Carrier must make arrangements to assign a team to the load, or to immediately notify Broker, via email, as to Carrier's inability to legally handle the shipment so that Broker can make other arrangements as may be necessary.
3. All services are to be provided by Carrier as an independent contractor, and not as an agent, partner, or employee of Broker. Carrier assumes sole responsibility for its drivers and equipment to be provided by Carrier to handle all shipments tendered to it by Broker.
4. Carrier agrees that Broker is not liable for any shortages, loss, or damage to cargo transported by Carrier or any damage to Carrier's equipment incurred during the loading, unloading or transportation process. Unless written waiver is obtained from Broker, Carrier shall look only to Broker, and not to the involved Shipper, Consignee or Customer of Broker, for payment of Carrier's freight charges. Broker shall be entitled to deduct any damages or claims against any/all of Carrier's (including any of Carrier's affiliated companies) outstanding receivables from Broker and shall not be limited to deducting the damage charges solely from the load resulting in the damage and/or claim. No Cargo liability limitations shall apply with respect to this shipment, and Carrier shall be responsible for the full actual cost of any damage or loss to the cargo being transported and related costs and damages incurred by Broker's customer regardless of the amount of cargo insurance required and regardless of whether Carrier's cargo insurer denies coverage for all or part of any claim.
5. By signing below, Carrier warrants that it is duly and legally qualified to provide transportation services and that it holds all insurance coverage as set forth in Section 7 of the Brokerage Contract, including:
 - Commercial Automobile Liability insurance with a combined single limit of not less than US \$1,000,000 per occurrence.
 - Commercial General Liability insurance, in a limit of not less than US \$1,000,000 per occurrence.
 - Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US \$500,000 per occurrence
 - All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than US \$100,000 per shipment, a deductible no greater than \$10,000USD per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims. No cargo liability limitations shall apply with respect to any shipment handled by CARRIER under this Agreement, and CARRIER shall be responsible for the full actual cost of any damage or loss claim regardless of the amount of cargo insurance required herein.
6. Carrier represents and warrants that it does not have an unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over Carrier's operations, including, but not limited to, the Federal Motor Carrier Safety Administration ("FMCSA") of the U.S. Department of Transportation ("DOT"). Carrier further agrees to comply with all Applicable Law in the performance of its services under this Agreement. In the event that Carrier receives an unsatisfactory safety rating, is notified that it may receive an unsatisfactory safety, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing services hereunder, Carrier shall immediately notify Broker of such fact and shall not carry any loads or goods tendered to Carrier by Broker until such prohibition on operations is removed.
7. Carrier must count and verify shipment. Any variance must be reported by Carrier to Broker immediately and Carrier must obtain a new rate confirmation sheet from Broker, prior to leaving Shipper. If this procedure is not followed and a discrepancy is found, Carrier will be responsible for any applicable delivery and/or restocking fees.
8. Carrier must tarp all flatbed loads unless authorized on the rate confirmation by Broker that the load does not require a tarp(s). Failure of Carrier to make assigned appointments may result in additional loading and/or unloading charges. This includes rigging/crane charges. A \$5 fee will be applied when a Comcheck is issued for lumps.
9. Carrier must immediately report any delays in pickup or delivery to Broker. Carrier must obtain a revised rate confirmation from Broker reflecting the revised pick up and/or delivery time(s). Carrier agrees that, in addition to cargo claims caused by a delay, delays in pick up and/or delivery may result in a 25% rate reduction or the amount broker forfeits on load, whichever is greater.
10. Broker will pay detention after 3 hrs. from an on-time arrival (based on times in rate confirmation) for FCFS locations or 2hrs from scheduled appt time at a rate of \$35 per hour unless a modified rate is approved in writing otherwise. To qualify for detention, driver must be on site prior to appt or within the time frame on the rate confirmation for FCFS locations and Carrier must (1) notify Buchanan in writing (via email or text) a minimum of 1 hour prior to first hour of detention time; (2) clearly document in/out times on the BOL; (3) obtain legible signatures (or printed name) by the shipper/receiver separate from the receipt of goods for the In and Out times; (4) use Truck Tool's tracking app or an alternative approved by Broker; and (5) send a legible copy of the signed BOL prior to departing the shipper/receiver. Broker will pay a maximum of 7 hours (\$245) detention per day.
11. Broker will remit payment to Carrier for the underlying freight charges within 30 days of receipt of invoice and all required documents. For unplanned accessorial charges, Broker will remit payment to Carrier within 30 days after Broker receives payment from its customers. TONU will be paid at a standard rate of \$150 on day of cancellations where driver has been confirmed in route.
12. Required documents to process a payment include Invoice; Legible Proof of Delivery with 3 signatures (Shipper, Consignee and Carrier's driver); Signed Rate Confirmation; Any, and all required documents that Broker requires to invoice its customer; Arrival and departure times signed by the Shipper and/or Consignee. Carrier is responsible for maintaining original required documents for a minimum of 180 days and provide to Broker upon request.
13. Carrier must upload required documents to <https://bhri.loadtracking.com/im> within 72 hours of delivery of freight. Failure to send in the proof of delivery within 72 hours may result in a \$35 rate reduction.
14. If a Carrier allows another Motor Carrier to pull its trailer (including across borders), It is the Carrier's responsibility to secure an interchange agreement with the other Carrier. Buchanan does not assume responsibility for the trailer and/or any equipment.
15. Failure to accept and utilize Trucker Tools at any time throughout shipment could result in \$250 rate deduction and forfeiture of detention/addition assessorial.

***ALL DOCUMENTS MUST BE UPLOADED WITHIN 72 HOURS TO: [HTTPS://BHRI.LOADTRACKING.COM/IM](https://bhri.loadtracking.com/im) .

***To verify account credentials e-mail carrierportal@buchananhauling.com

Buchanan Logistics, Inc.
4625 Industrial Road
Fort Wayne, IN 46825
(888) 544-4285

SENeca FOODS CORP. RECEIPT AND BILL OF LADING

SHIPMENT ACKNOWLEDGES RECEIPT OF PRODUCT WITHOUT EXCEPTION UNLESS NOTED OTHERWISE

SHIPMENT SHIPPED FROM **SENeca FOODS CORP.**

200 North Green Bay Avenue Gillett, WI 54124
 DESIGNED TO
 SYGMA - HARRISBURG
 101 INDUSTRIAL ROAD
 HARRISBURG, PA 17110

MASTER BILL OF LADING 2584667
BILL OF LADING: 0082057928



2584667

DATE SHIPPED:

03/13/2023

DELIVERY DATE:

03/15/2023

0082057928

SHIPPING ORDER NUMBER
 111631990

CUSTOMER PURCHASE ORDER
 61216C23

MODE CARRIER
 TRUCK BHRI

SPECIAL SHIPPING INSTRUCTIONS:

Shipment Number -->2584667
 Freight Terms -->PREPAID

Sales Order# -->0001191610

Carrier Name-->BUCHANAN HAULING & RIGGING INC

TRAILER INITIALS
 W94946

TRAILER LENGTH
 53

SEAL NUMBER(S)
 1239122

The carrier shall not make delivery of this shipment without payment of freight and all other charges.
SENeca FOODS CORP.
 (Imprint in lieu of signature) *[Signature]*
 Received subject to the classifications and lawfully filed tariffs in effect on the date of this issue of the Bill of Lading the property described below in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under this 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 rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

- If the shipment moves between two ports by a carrier by water the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight"
 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

CARRIER SPECIAL INSTRUCTIONS:
 A) Carrier must call customer for delivery appointment B) Frozen foods maintained at -10F (-23.3C) or below C) Protect canned goods from freezing D) Transit delays, delivery refusals, shortages, damaged goods must be reported to Seneca Foods immediately E) Seals will be applied to trailer by a Seneca employee F) Refrigerated foods must be maintained at a temperature between 34-40 F. Product received outside req. temp range will be inspected by Tech. Services.

QUANTITY	PRODUCT CODE	LOT	SIZE	PRODUCT NAME	WEIGHT
147	4453177	33312266L	6/10	SENeca FARMS BEANS PINTO LS 6/10	6909
784	3869445	33312281L	6/10	SENeca FARMS BNS GRN CUT VG TXR 6/10	35280
931.00	Total Quantity		42,189	LB Total Weight	
Additional Ref# -->RV0574 syqmapennsylvania@syqmanetwork.com TRUCKER IS RESPONSIBLE FOR CONTACTING BOTH SENeca FOODS AND THE CUSTOMER IF THEY ARE GOING TO MISS THEIR SCHEDULED APPOINTMENT. ANY DEDUCTIONS FROM THE CUSTOMER FOR MISSED APPOINTMENTS WILL BE DEDUCTED FROM THE CARRIERS FREIGHT BILL. Seneca's Carrier Log Information *****APPT TIME: 03/13/2023 1300***** *****IN TIME: 03/13/2023 1132***** *****OUT TIME: 03/13/2023 1254*****					

Received 931 cases 3/15/23 aliab...

Sygma
 Harrisburg, PA
 Date 3/15/23 Appt Time 400
 Check-In Time 530 Check-Out Time 645
 DC Signature [Signature]
 Driver Signature [Signature]
 Use Military Time to Avoid Any Confusion

Use Only: PALLETS IN 0 CHEP PALLETS OUT 19 PALLET WEIGHT 1425 TOTAL 43,614

Carrier has good general sanitation and orderliness, with no insects, dirt, foreign material, or odors present, with seals in place.

Inspector [Signature]

Date 03/13/2023

Post-office address of shipper

Phone 920-855-2181; FAX 920-855-6782

200 North Green Bay Avenue Gillett, WI 54124

REPAID FREIGHT BILLS WITH COPY BILL OF LADING TO SENeca FOODS CORP.
 418 EAST CONDE STREET JANESVILLE, WI 53546

CARRIER AGENT/DATE

The parties agree that any party may execute and deliver this Bill of Lading by commonly accepted forms of electronic transmission or electronic signatures and the other parties will be entitled to rely on such electronic transmission or electronic signatures as evidence that this Bill of Lading has been properly executed.
 Date: 03/13/2023

[Signature]