



Bill to:
CIRCLE LOGISTICS
4808 KROEMER ROAD ,
Fort Wayne,
IN,
46898

Invoice Date: 06/30/2023
Invoice #: 1410263
Terms: NET 30
Due Date: 07/30/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/29/2023		305 Dixie Clay Rd, Beech Island, SC 29842, USA - 725 W 15th St, Auburn, IN 46706, USA			
			1	1800	1800

TOTAL
1800

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



Dispatcher

Dispatcher: Tyler Sheppard
Phone: 260-208-4500 x1529
Fax: 2604651149
Emergency Phone: 260-208-4500

Carrier Rate Confirmation Agreement Load #1410263

To accept load please sign and email this sheet back to: tyler.sheppard@circledelivers.com

Carrier Information

Load Number:	1410263	Driver Name:	dunieski
Carrier Number:	40745	Truck Number:	853
MC Number:	086875	Trailer Number:	w97035
DOT Number:	3119062	Carrier Phone:	708-303-5150
Carrier Name:	BRZ	Carrier Fax:	
Attention:			

Load Information

Commodity:	FAK	Miles:	796.00
Commodity Desc:	FAK	Trailer Req:	Van
Load Size:	Truckload	Weight:	42,000

#1 Shipper

Thursday, 06/29/2023 at 12:30

City/St/Zip: Beech Island, SC 29842

#2 Consignee/Final Destination

Friday, 06/30/2023 from 07:00 - 15:00

City/St/Zip: Auburn, IN 46706

Additional Information

IMPORTANT: **Driver must secure the loads with straps/load bars.** **ABSOLUTELY NO ROLL DOORS** **Must be a clean trailer. If rejected at shipper a TONU will not be issued** **Must accept Macropoint tracking to get any type of accessorial pay** **If Driver/s are late to appts other than for delays at shippers/receivers on this load we will not award layover or detention for any delays and there may be a 25% rate reduction** **If there are multiple stops in the load the driver will need to advise shippers that there are multiple stops to prevent them from overloading and to make sure they are loaded accordingly for other stops. We will not compensate for return trips if the driver is overloaded. If the driver has to pick up multiple PO numbers at a shipper and does not, the carrier is responsible for recovering the missed PO(s) at no charge** **Carrier will not re-broker, co-broker, subcontract, assign, interline, partial, or transfer any parts of the assigned services. Broker titled to liquidated damages in the amount of five thousand dollars (\$5,000) per event of breach** **The Carrier's Driver MUST accept Macropoint or Fourkites at time of dispatch and remain on tracking until delivery is complete. Failure to do so may result in a 25% rate reduction.** **Accessorial charges (including but not limited to labor, detention, and/ or layover) must be authorized and approved prior to or at the time of occurrence. Circle will not provide reimbursement of any non, prior-approved accessorial charges. Carrier shall ensure the bill of lading is notated when detention occurs. Detention begins after the first 3 hours. Detention policy of \$30/hour and \$40/hour for a team, Layover policy of \$150/day, in and out times are to be written on the BOL with shipper/receiver initials. TONU rate is \$150. Carrier must report in and out times upon arrival and departure along with pieces, weight, & BOL #. Carrier must submit an itemized lump sum receipt for reimbursement, credit card receipts may not be eligible for full reimbursement. Without an itemized receipt we may not be able to award more than the allotted amount given by customer** **For detention the in/out times should be on the BOL with shipper/receiver initials** **If any scale tickets or trailer washes are needed we will reimburse with receipts** **Carrier's Driver MUST accept tracking and BOL MUST be turned in no later than 24 hours for detention to be approved. IN and OUT times must be communicated within 1 hour of departure/ arrival or 25% rate reduction may apply. Failure to communicate late arrivals, breakdowns, or any other pertinent information regarding the shipment may result in a 25% rate reduction. Failure to accept tracking may result in a 25% rate reduction. Failure to submit paperwork within 48 hours may result in rate reduction**

Agreement: This contract rate addendum is entered into on this date, 06/29/2023, by and between Circle Logistics, Inc (hereinafter referred to as "Broker") and BRZ (hereinafter referred to as "Carrier"). All Flatbed open deck loads must tarp! Term and Conditions 1. Broker will remit payment to Carrier for the underlying freight charges within 30 days of receipt of invoice and all required documents. For all detention and truck ordered not used charges, Broker will remit payment to Carrier within 30 days after Broker receives payment from its customers. Broker may offset any cargo claims or other penalties/damages Carrier is responsible for from Carrier's freight charges. 2. Documents required to process payment: a. Invoice b. Original Proof of Delivery w/3 signatures (Shipper, Consignee, and Carrier's driver) c. Signed Rate Confirmation d. Any and all required receipts that Broker requires to invoice its customer e. Arrival and departure times signed by the Shipper and/or Consignee. 3. Carrier or Carrier's driver must fax (317-324-9919) or scan/email proof of delivery within 72 hours of delivery of freight. Failure to send in proof of delivery with 72 hours will result in a \$25 rate reduction. After 3 days, Carrier agrees to a \$5/day rate reduction for each day Carrier does not provide Broker with a proof of delivery. Carrier is responsible for maintaining proof, via fax or email receipt, or submission of POD. 4. Carrier must count and verify the shipment before loading. Carrier must contact Broker re: any discrepancies and must obtain a new confirmation in writing before Carrier's driver departs from Shipper. 5. Carrier agrees that Broker is not liable for any shortages, loss, or damage to cargo transported by Carrier. 6. 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 all of Carrier's 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 regardless of the amount of cargo insurance required. 7. Carrier must report any delays in pickup or delivery to Broker. Carrier must obtain a revised rate confirmation from Broker reflecting the revised pickup and/or delivery time(s). 8. Carrier agrees that unauthorized delays in pickup and delivery may result in a rate reduction of greater of 25% of the original agreed rate or the amount that the Broker forfeits on the load. 9. Carrier must tarp all flatbed loads unless authorized on the rate confirmation by Broker that the load does not require tarps. 10. By signing below, Carrier warrants that it is duly and legally qualified to provide transportation services and that it holds auto liability insurance of a minimum of \$1 million and cargo of at least \$100,000. Carrier agrees to notify Broker immediately re: any material changes in Carrier's safety record. 11. Carrier shall also be subject to the Terms and Conditions set forth in the Transportation Brokerage Contract executed with Broker. 12. **FATIGUE** - Drivers may not operate, nor shall a motor carrier require or permit a driver to operate, a CMV if they are too tired or sick to drive safely. Operation may be discontinued at the driver's discretion. 13. **MOBILE PHONE AND TWO-WAY COMMUNICATION DEVICE** - Drivers shall not use a hand-held nor a hands-free mobile telephone while driving a CMV. Use of a mobile telephone is permissible by drivers of a CMV when necessary to communicate with law enforcement officials or other emergency services. 14. **LOAD SECUREMENT** - A driver may not operate a CMV and a motor carrier may not require or permit a driver to operate a CMV unless the CMV's cargo is properly distributed and adequately secured. 15. **SEATBELTS** - No driver shall operate a commercial motor vehicle, and a motor carrier shall not require or permit a driver to operate a commercial motor vehicle, that has a seat belt assembly installed at the driver's seat unless the driver is properly restrained by the seat belt assembly. 16. **RECOMMENDED TRAINING FOR DRIVERS: DEFENSIVE DRIVING TRAINING** - Defensive driving training would teach drivers how to recognize potentially hazardous situations sufficiently in advance to allow time to safely maneuver past them. **FATIGUE AWARENESS TRAINING** - Fatigue awareness training for drivers would teach drivers about the factors contributing to fatigue and their impact on performance along with fatigue awareness and avoidance techniques. 17. When applicable, Carrier agrees to follow the C-TPAT 7/8 and 17/18 Point Container Inspection Process. Carrier also agrees to follow both the C-TPAT Agricultural Processes and the C-TPAT Seal Processes when required.

Quick Pay: Please initial the option of your choice. Email Invoice, B.O.L., Proof of Delivery, and Rate Confirmation to quickpay@circledelivers.com.

Option #1 _____ Get paid in 48 hours 5% discount.

Option #2 _____ Get paid in 7 days 2% discount.

*** Cash Advance Fee - \$ 2.75 +
Mandatory 48 Hour Quick Pay 5%**

Amount to invoice Circle Logistics, Inc: \$1,800.00

Carrier: BRZ

MC #: 086875

USDOT #: 3119062

By: Lucia M

Title: _____

Invoicing Methods

1. Email (preferred): freightpay@circledelivers.com
2. Fax: (317) 324-9919
3. US Mail: Circle Logistics
Attn: Billing Dept.
P.O. Box 8067
Fort Wayne, IN 46898-8067



30 Winfield Street, Norwalk, CT 06855
Tel: 800-243-6064
www.vanderbiltchemicals.com

Page 1 of 1

06/29/2023 13:03:10

Bill of Lading

Information

Document #: 80504167
Document Date: 06/28/2023
Sales Order #: 454159
Customer PO #: 4507401030/2006/US6
Incoterms 2020: FOB, ORIGIN
Ship Date: 06/28/2023
SCAC Code:
Carrier: Circle Logistics

FREIGHT TERMS: COLLECT - COLLECT SHIPPER INT: _____

Ship From

Vanderbilt Minerals, LLC-Dixie
305 Dixie Clay Road
Beech Island SC 29842

Consigned To

CONTITECH VC BU AUBURN INDIAN
725 W.15TH STREET
AUBURN IN 46706 US

QUANTITY	PACKAGE	HM	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	NET WT	GROSS WT
20	BAG		50.0 Clay, Ground, NOI: NMFC ITEM # 48170 PAR® CLAY 2000 SS3766 Batch :2023264959 Customer Material: :CF10131452	40,000 LB	40,200 LB
20	Total Pieces		TOTAL	40,000.000 LB	40,200.000 LB

Critical Bill Of Lading Instructions:

DELY 6/30
BRZ TRL#W97035
Driver: Dunieski Moreno

Cassy Davidson

6-30-23

20	Pallets	Total Gross Weight (Including Pallets)	41,400 LB
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EMERGENCY RESPONSE: CALL CHEMTREC® IN USA/CANADA: 800-424-9300
WORLDWIDE: +1 703-527-3887 (COLLECT) 24/7 SUPPORT - VANDERBILT ACCOUNT # 18374

Damaged goods against this shipment MUST be documented on the delivery documents and refused. Call 203-295-2143 8 am to 5 pm EST and ask for Quality for disposition. All claims must be filed within 10 days of receipt.

Mail Freight Bill To

CONTITECH C/O PENSKE LOGISTICS
PO BOX 981763
EL PASO TX 79998-1763
USA

This property described below, in apparent good order, except as noted (contents and condition 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 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 Official Southern, Western and Illinois 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.

Subject to Section 7 of Conditions of applicable bill of lading. 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 lawful charges.

Per: Vanderbilt Chemicals, LLC

Driver

Seal

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

Shipper Signature