



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

Invoice Date: 07/05/2023
Invoice #: 1412759
Terms: NET 30
Due Date: 08/05/2023

| Date | Customer Ref # | Origin - Destination | Quantity | Rate | Amount |
|------------|----------------|--|----------|------|--------|
| 07/03/2023 | | 1525 Lebanon Rd, Danville, KY, USA - 45 U.S. 46, Pine Brook, NJ, USA | | | |
| | | | 1 | 2100 | 2100 |

| |
|--------------|
| TOTAL |
| 2100 |

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: Julian Garzon
Phone: 312-300-7447 x1406
Fax: 260-255-3840
Emergency Phone: 312-300-7447

Carrier Rate Confirmation Agreement Load #1412759

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

Carrier Information

| | | | |
|-----------------|---------|-----------------|--------------|
| Load Number: | 1412759 | Driver Name: | Jorge |
| Carrier Number: | 40745 | Truck Number: | 607 |
| MC Number: | 086875 | Trailer Number: | h0323 |
| DOT Number: | 3119062 | Carrier Phone: | 708-303-5150 |
| Carrier Name: | BRZ | Carrier Fax: | |
| Attention: | Bonnie | | |

Load Information

| | | | |
|-------------|-----------|--------------|--------|
| Commodity: | Plastic | Piece Count: | 1,110 |
| Dimensions: | L:53'; | Trailer Req: | Van |
| Load Size: | Truckload | Weight: | 13,380 |
| Miles: | 712.00 | | |

#1 Shipper

Monday, 07/03/2023 from 08:00 - 14:00

City/St/Zip: Danville, KY 40422

#2 Consignee/Final Destination

Wednesday, 07/05/2023 from 09:00 - 14:00

City/St/Zip: pinebrook, NJ 07058

Additional Information

Customer Dispatch Notes: BILLING: BOL number that needs to be entered is the shipper's load number Trailer must be clean/dry/food grade/odor-free. No roll-up doors or reefers! Drivers must be equipped with 2 straps/ load locks. Seal must be intact at delivery or a claim will be filed. Accessorial rates are as follows: Detention begins after the third hour at \$40 per hour for a max of \$240. Layover is a flat fee of \$150. Re-consignment will be compensated at the contracted rate per mile for the out-of-route miles and detention/layover if either occur. To be eligible for accessorial reimbursement, the driver must be checked in and tracking on Macropoint at the time of the appointment and escalate the delay no later than one hour after the appointment begins. Failure to submit any accessorial requests including lump sum charges with proper documentation within 14 days of the delivery date will result in a \$25 late fee deduction. For multi stop shipments, drivers are responsible for verifying that the truck is loaded in the correct order with the freight for the first stop loaded at the tail. If loaded incorrectly, drivers must escalate the issue to the broker and remain at the shipper until the issue is resolved, either by reloading correctly or changing the delivery appointments. Drivers who leave the shipper before the situation is resolved will not be reimbursed for out of route miles or labor charges accrued to have the freight offloaded.

Agreement: This contract rate addendum is entered into on this date, 07/03/2023, 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: \$2,100.00

Carrier: BRZ
MC #: 086875
USDOT #: 3119062
By: Bonnie Rajkovic
Title: dispatcher

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



Dispatcher

Dispatcher: Julian Garzon
Phone: 312-300-7447 x1406
Fax: 260-255-3840
Emergency Phone: 312-300-7447

Load and Rate Confirmation Agreement Load #1412759

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

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| Carrier Number: | 40745 | Truck Number: | 607 |
| MC Number: | 086875 | Trailer Number: | h0323 |
| Carrier Name: | BRZ | Carrier Phone: | 708-303-5150 |
| Attention: | Bonnie | Carrier Fax: | |
| Sent To: | bonnie@rtbrz.com | | |

Load Information

| | | | |
|------------------|-----------|----------------|-----------|
| Bill Of Lading: | 438138830 | Pickup Number: | 07025291 |
| Commodity: | Plastic | Piece Count: | 1,110 |
| Dimensions: | L:53'; | Ref Number: | 438138830 |
| Load Size: | Truckload | Seal Number: | TV |
| Manifest Number: | T6007184 | Trailer Req: | Van |
| Miles: | 712.00 | Weight: | 13,380 |
| PO Number: | 6508A | | |

#1 Shipper

Monday, 07/03/2023 from 08:00 - 14:00

| | | | |
|--------------|----------------------------|----------|--------------|
| Company: | Berry TMC Danville Plant 3 | Contact: | LINDA |
| Address: | 1525 Lebanon Rd | Phone: | 859-936-3346 |
| City/St/Zip: | Danville, KY 40422 | | |

0900-1730 M-F PICK/DEL BY APPT - EMAIL Trailer must be clean/dry/foodgrade/odor-free. 2 LOAD LOCKS/STRAPS REQ. No rollup doors! Seal must be intact at delivery or a claim will be filed. VR 2022

#2 Consignee/Final Destination

Wednesday, 07/05/2023 from 09:00 - 14:00

| | |
|--------------|-----------------------------------|
| Company: | PROGRESSIVE PACKAGING /NJ/387265 |
| Address: | 45 US HIGHWAY 46 EAST, UNIT # 605 |
| City/St/Zip: | pinebrook, NJ 07058 |

No TouchDRIVER MAKE DELIVERY APPT PLEASE CALL FOR DELIVERY APPTS 201-636-6750 X X

Additional Information

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Carrier: BRZ

MC #: 086875

By: Bonnie Rajkovic

Title: _____

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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

Fax confirmation to: 260-255-3840

SHIP FROM

BERRY GLOBAL, INC.
1525 LEBANON ROAD
DANVILLE, KY 40423

BILL OF LADING NUMBER: 07656096

BAR CODE SPACE

SID#: 8611237

SHIP TO

PROGRESSIVE PACKAGING
45 US HIGHWAY 46 EAST, UN
PINEBROOK NJ 07058
Tax ID : 46-127393203

LOC#:

TMS Load #: 438138830

CARRIER NAME: CIRCLE LOGISTICS INC CLNC
TRAILER NUMBER: 1
SEAL NUMBER(S): 30100478

SCAC: CLNC
PRO NUMBER:

BAR CODE SPACE

CID#:

THIRD PARTY FREIGHT CHARGES BILL TO:

FREIGHT CHARGE TERMS: (Freight charges are prepaid unless marked otherwise)

| | | | | |
|--|---------|---|---------|-----------|
| | PREPAID | X | COLLECT | 3rd PARTY |
|--|---------|---|---------|-----------|

☐ Master Bill of Lading: with attached underlying Bills of Lading

Driver Make Delivery Appt
Name PLEASE CALL FOR DELIVERY APPTS
Phone# 201-636-6750
Hours X X

7025291

CUSTOMER ORDER INFORMATION

[illegible]

CARRIER INFORMATION

[illegible]

As a motor carrier, freight forwarder, broker or other transportation service provider accepting this shipment from anyone other than the shipper listed hereon, it agrees to seek payment of its charges exclusively from the entity from which it accepted the shipment and expressly waives any other collection rights or remedies otherwise available to it, including any right to seek payment of the transportation charges from the consignor or consignee.

COLLECT: ☐ PREPAID: ☐
CUSTOMER CHECK ACCEPTABLE: ☐

Unless this shipment is marked **FREIGHT PREPAID**, the carrier shall not make delivery of this shipment without payment of freight and all other lawful charges, and if it does it shall have no recourse against the Consignee.

SHIPPER SIGNATURE / DATE

This is to certify that the herein named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to applicable labels on product, the regulations of the Department of Transportation, and NMFC number/classification as noted in above section "LTL Only."

☐ By Shipper ☐ By Carrier

☐ By Shipper☐ By Driver /

☐ Pallets said to contain

CARRIER SIGNATURE / PICKUP DATE

Carrier certifies that the carrier acknowledges receipt of packages and required placards.

and/or carrier has the ability to provide emergency response information was made available

response guidebook or equivalent documentation in the vehicle.

Property described above is not in good order, except as noted