

**Bill to:**

PRODUCTIVE TRANSPORTATION INC  
530 GRAND ISLAND BLVD.,  
Tonawanda,  
NY,  
14150

Invoice Date: 07/10/2023

Invoice #: 287504

Terms: NET 30

Due Date: 08/10/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/07/2023		600 Military Rd, Buffalo, NY 14207, USA - 1802 Scovill Dr, Clarkesville, GA 30523, USA			
			1	1700	1700

TOTAL
1700

**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**

**CONTRACT RATE AGREEMENT**  
BETWEEN:  
**PRODUCTIVE TRANSPORTATION INC.**  
530 GRAND ISLAND BLVD., TONAWANDA, NY 14150

<b>AND:</b>	ROYAL3 INC	Phone: 630-485-7370
Order#:	287504	Fax: 630-485-6980
Reference#:	<b>BL# 464827</b>	Equipment: VAN
Attn:	MARISA	Dispatcher: LINDA SINCLAIR
		Extension: 241

**Pickup At**

AURUBIS BUFFALO, INC  
716-879-6706  
600 Military Rd.

BUFFALO, NY/ 14207  
Instructions:

ARRIVAL: 07/07/23 10:00 AM  
DEPARTURE: 07/07/23 10:00 AM  
COMMODITY: METAL PRIMARY, SEMI-FINISHED  
FORMS AND FINISHED BASIC FORMS  
WEIGHT: 42648  
PIECES: 19.00

MILES:

**Deliver To**

SCOVILLE FASTENERS  
706-754-4181  
1802 Scovill Dr

CLARKESVILLE, GA/ 30523  
Instructions:

ARRIVAL: 07/10/23 07:00 AM  
DEPARTURE: 07/10/23 3:00 PM  
COMMODITY: METAL PRIMARY, SEMI-FINISHED  
FORMS AND FINISHED BASIC FORMS  
WEIGHT: 42648  
PIECES: 19.00

MILES: 844

**Remarks: \*\*TRAILER MUST BE 10 YEARS OLD OR NEWER\*\***

**Pay Summary:**

FLAT RATE:	\$1,700.00
FUEL SURCHARGE:	\$0.00
OTHER:	\$0.00
TOTAL:	<u>\$1,700.00</u>

PRODUCTIVE TRANSPORTATION MUST DISPATCH DRIVER TO VALIDATE RATE CONTRACT.

**HAVE DRIVER CALL FOR PICK-UP INFORMATION  
AND WHEN EMPTY FOR A RELEASE NUMBER**

**ANY/ALL ADDITIONAL** charges **MUST** be approved by **PRODUCTIVE TRANSPORTATION INC** in writing. Without this written approval **NO OTHER CHARGES** will be paid other than this initial confirmed rate.

Any "SEALED trailer load, "Refused" without consignee approval on the Bill of Lading stating: "Seal Intact at time of delivery" and signed by consignee will be returned at "carrier's expense" to the original shipper and/or designated point by the shipper of record

THIS RATE CONFIRMATION MUST BE SIGNED AND EMAILED OR FAXED BACK BEFORE PAYMENT CAN BE MADE.

PRODUCTIVE TRANSPORTATION INC. DOES NOT AUTHORIZE ANY "FMCSA VIOLATIONS" IN THE TRANSPORT OF THIS LOAD CONFIRMATION. FMCSA REGULATIONS OF TRANSPORT SHOULD BE ADHERED TO AND SUPERSEDE ANY INFORMATION HEREIN THAT MAY VIOLATE FMCSA REGULATIONS.

- UPON SIGNING THIS CONTRACT, YOU ALSO AGREE THAT YOU WILL NOT REBROKERING, DOUBLE BROKERING, CO-BROKERING OR TRIP LEASING OF THIS LOAD TENDERED WILL RESULT IN NON-PAYMENT OF FREIGHT CHARGES.
- THE DRIVER IS RESPONSIBLE FOR PIECE AND COUNT UNLESS THE B.O.L. IS SIGNED "SHIPPER LOAD AND COUNT"
- IF THE DRIVER HAS TO UNLOAD AND WASN'T INFORMED, HE MUST CALL AND GET APPROVAL FROM A PRODUCTIVE TRANSPORTATION EMPLOYEE AND HAVE IT NOTED ON THE BILLS
- TO EXPEDITE FREIGHT PAYMENT THE DRIVER MUST GET A RELEASE NUMBER AND PUT IT ON THE B.O.L. OR FREIGHT BILLS
- **Unless the "Carrier" receives a waiver in writing from the "Shipper or Broker," a "Carrier's Liability" for the freight or cargo lost, damaged or otherwise not delivered to the final destination is an amount equal to the replacement value of such goods stated on the bill of lading.**
- Carrier's cargo insurance policy must not exclude from coverage any commodities or cargo carried on this order. If carrier's cargo insurance policy contains a schedule of covered vehicles, carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on carrier's cargo insurance policy.
- Notice: Delivery and Pick-up dates and hours will not require the driver to violate hours of service regulations. Routing Instructions are for informational purposes only.
- Productive Transportation Inc. requires that Carrier provide tracking updates, for this shipment via phone or e-mail to [info@PTIbuffalo.com](mailto:info@PTIbuffalo.com) (unless otherwise specified on the confirmation)
  - Arrival at and departure from Shipper(s) within thirty (30) minutes of occurrence.
  - A minimum of one check call per day, prior to 9 am, each day that Carrier is in possession of this shipment
  - Arrival at and departure from Receiver(s) within thirty (30) minutes of occurrence.

## APPENDIX A

### SANITARY TRANSPORTATION ACT APRIL 2017 & SEALED LOADS

CARRIER represents and warrants that all transportation and handling of food or food related products shall be conducted in accordance with the law and shall be performed under conditions that will protect against physical, chemical and microbial contamination, as well as against deterioration of the food. CARRIER shall fully comply with all state, federal and local laws and regulations regarding handling of food product including, but not limited, the Sanitary Food Transportation Act of 2017 and those requirements imposed by the FDA and the U.S. Department of Agriculture ("USDA").

In addition, CARRIER shall comply with such government guidelines regarding transportation and/or handling of food products as are applicable to its operations. Such guidance documents include, but are not limited to, the FDA's "Bulk Over-the-Road Food Tanker Transport Safety and Security Guidelines," and "Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance," and compliance with the USDA's "Guide for Security Practices in Transporting Agricultural and Food Commodities," and its "FSIS Safety and Security Guidelines for the Transportation and Distribution of Meat, Poultry, and Egg Products" guide.

Companies are taking extra precautions regarding contamination of their products-beginning with raw materials and food products that are transported. If upon delivery by Carrier, the trailer seal is broken without the receiver's authorization, they may consider the product possibly damaged and/or tampered with. Their Quality Control (QC) and/or Quality Assurance (QA) people may be called and the shipment(s) may be refused for non-compliance "TRUCK DRIVER SEAL RESPONSIBILITY" outlined below.

CARRIER REPRESENTS AND WARRANTS THAT IT WILL TELL ITS DRIVERS NOT TO BREAK ANY SEAL AT ANY TIME AND THAT THE RECEIVER IS THE ONLY PERSON ALLOWED TO BREAK SEALS. IF THERE IS SOMEONE REQUESTING A DRIVER TO BREAK A SEAL OR ANYONE ELSE BREAKS THE SEAL-THE TRUCK DRIVER AND CARRIER ARE TO CONTACT PRODUCTIVE TRANSPORTATION INC IMMEDIATELY, AT 800-466-1900. IF INCIDENT HAPPENS AFTER NORMAL BUSINESS HOURS, PLEASE FOLLOW INSTRUCTIONS GIVEN BY AUTO ATTENDANT.

Carrier represents and warrants that it will comply with the following "TRUCK DRIVER SEAL RESPONSIBILITY" POLICY.

\*DRIVERS MUST VERIFY SEAL # UPON LOADING AND VERIFY # MATCHES SEAL # ON WRITTEN ON BOL

\*DRIVER MUST CALL IN SEAL # PRIOR TO LEAVING SHIPPER

\*DRIVER MUST CHECK CALL DAILY AND VERIFY SEAL IS STILL INTACT

\*DRIVERS MUST CALL UN UPON DELIVERY; VERIFYING SEAL WAS BROKEN ONLY BY RECIEVER AND SEAL # MATCHED # ON BOL

In the event of a broken security seal, the load may be turned away and rejected by the consignee. This includes unreadable numbers or non-matching numbers with the BOL. The receiving manager will be notified along with the carrier's dispatcher and a representative from the facility where the load originated. The shipment will be returned to origin at the carrier's expense. All applicable freight charges will be suspended, and original rate confirmation/contract will be voided. Upon return of the freight to original origin, carrier maybe held responsible for cargo claim if the freight is found not to be reusable.

Pertaining to an inspection where the seal must be broken, the truck driver is responsible to have the authorities indicate by stating directly on the BOL, that the seal was broken in their presence

THE FOLLOWING INFORMATION MUST BE CALLED IN IMMEDIATELY TO PRODUCTIVE TRANSPORTATION INC

\*LOCATION OF THE SEAL BEING BROKEN

\*AGENT/OFFICER NAME

\*AGENT/ OFFICER BADGE NUMBER

\*PHONE NUMBER OF AGENCY AND/OR LOCAL AUTHORITY

Truck driver is responsible to have the authorities re-seal truck with their authorized own seal and identify doing so directly on the BOL.

If seal must be broken for any reason – truck driver and carrier are responsible to contact 24 hours on call person immediately at 800-466-1900 and follow hour's instructions. This process will help secure all products during transportation and will remove all unnecessary risks to the customers, suppliers, carriers and Productive Transportation Inc. We appreciate your cooperation.

## APPENDIX B

### California Air Resources Board or ARB

Beginning **January 1, 2013**, the California Air Resources Board (CARB) will be implementing new requirements under the Transport Refrigeration Unit (TRU) Regulation that were added in the 2011 Amendments, approved by the ARB on October 21, 2011. The intent of these new requirements is to ensure that the businesses that hire carriers to haul perishable goods in California hire only carriers that either, dispatch or own, equipment that meets the TRU Regulation's performance standards. By accepting the loads tendered to you by Productive Transportation, you represent and warrant that your company is in compliance with these regulations and requirements.

For more information see: <http://www.arb.ca.gov/diesel/tru/tru.htm>

The undersigned hereby declares, warrants, and represents, that they have completely read and fully understand and voluntarily accept the above policies stated herein.

**Authorized of Company Employee:**

For ROYAL3 INC - Sign Here ↑

**LINDA SINCLAIR**

**PRODUCTIVE TRANSPORTATION INC.**

**PRINT NAME:** \_\_\_\_\_

Upon completion/delivery of shipment please remit freight invoice with signed bill of lading (proof of delivery) and any additional paperwork to:

[AP530@PTIbuffalo.com](mailto:AP530@PTIbuffalo.com)

OR TO THE ATTN: OF ACCOUNTS PAYABLE @  
PRODUCTIVE TRANSPORTATION INC.  
530 GRAND ISLAND BLVD.  
TONAWANDA, NY 14150

Net 30 days from time of receipt in house.  
Carrier must include Invoice and POD to  
validate receipt.

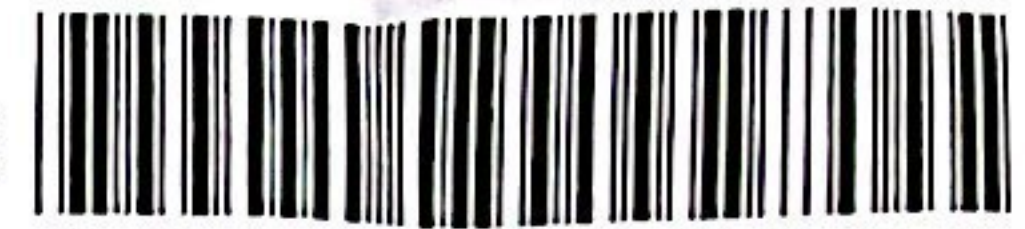
**NY/NJ Toll Free: 800-777-5656 FAX: 716-877-6331 DRIVER#: 800-536-9500**  
**WNY Toll Free: 800-466-1900 FAX: 716-877-6331 DRIVER#: 800-777-5656**



STRAIGHT  
STRAIGHTBILL OF LADING #  
BILL OF LADING #464827  
464827

10AM

PAGE: 1

ALL FLAT BED TRUCKS MUST BE TARPED  
STRAIGHT BILL OF LADING - SHORT FORM - ORIGINAL - NOT NEGOTIABLE

\* B 4 6 4 8 2 7 % U \*

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this original 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 the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another 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 Bill of Lading set forth in the classification or tariff which governs the transportation of this shipment, and the sold terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Aurubis Buffalo, Inc

DATE: 7/5/2023 DESIGNATE WITH AN "X" By ☒ TRUCK ☐ OTHER

P.O. Box 981 Buffalo, NY 14240

Consigned to: MORITO SCOVILL AMERICAS, LLC  
RAW MATERIAL WAREHOUSE  
Destination: 1802 SCOVILL DRIVE  
Route: CLARKESVILLE, GA 30523

PACKAGES: 19 Broker: Productive  
GROSS: 42648 Carrier: Royal 3  
TARE: 1037  
NET: 41611

NUMBER OF PACKAGES	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (SUBJECT TO CORR.)	CLASS OR RATE	CHECK COLUMN	Charges to be
STOP: 1	RECEIVING HRS: 7 AM TO 3 PM MON.-FRI. RECEIVING PHONE #: 706-754-4181 EXT. 150 DO NOT LEAVE FRICTON MATS				<input type="checkbox"/> Prepaid <input type="checkbox"/> Collect <input checked="" type="checkbox"/> Third Party Charges are assumed collect if not completed.
1 PLT 423233	BRASS ENTRY=43407 CODE=0812 P/O=941927-6	3344			
1 PLT 423744	BRASS ENTRY=42861 CODE=0800 P/O=941928-L1	1851			
2 PLT 424180	BRASS ENTRY=43627 CODE=0812 P/O=942102-2	4924			
2 PLT 424384	BRASS ENTRY=42861 CODE=0800 P/O=941928-L1	3950			
5 PLT 734864	BRASS ENTRY=42863 CODE=0812 P/O=941928-L3	10983			
5 PLT 424669	BRASS ENTRY=42868 CODE=0812 P/O=941927-L3	10265			
3 PLT 424908	BRASS ENTRY=43407 CODE=0812 P/O=941927-6	7331			

S/O

DATE

TIME

LOC

Per Karl  
(Signature of Consignor.)

+ This is to certify that the above articles are properly described by name and are packed and marked and are in proper condition for transportation according to the regulations by the Interstate Commerce Commission.

\* 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."

+ Shipper's imprints in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

IF FREIGHT IS DAMAGED IN TRANSIT: Damage shall be noted on face of Bill of Lading and acknowledged by carrier by signature of agent

## THIRD PARTY BILL TO (WITHOUT RECOURSE TO CONSIGNOR):

Aurubis  
c/o Productive Trans. Inc  
530 Grand Island Blvd.  
Tonawanda, NY 14150

+ CERTIFICATION OF COMPLIANCE: I certify that shipment covered by this bill of lading was loaded by me or at my direction; that I inspected the load after it was placed and secured upon the motor vehicle; that said motor vehicle conforms with the New York state and Traffic Law Article 10, and Federal Motor Carrier Safety Regulations and Specifications issued by the Department of Transportation and that the load was secured thereon in accordance with such regulations and specifications.

SIGNATURE

Robert A. Wilder

DATE

7-10-23

TRACTOR #

TRAILER #

PIECES 19

Alberto truck # 704



STRAIGHT  
STRAIGHT

BILL OF LADING #  
BILL OF LADING #

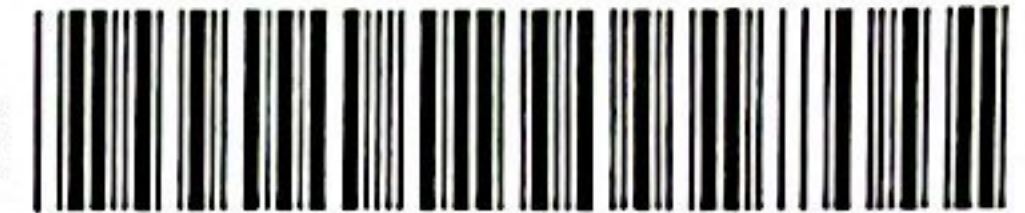
464827  
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10AM

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Shipper hereby certifies that he is familiar with all the terms and conditions of the Bill of Lading set forth in the classification or tariff which governs the transportation of this shipment, and the sold terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Aurubis Buffalo, Inc



DATE: 7/5/2023 DESIGNATE WITH AN "X"

By ☒ TRUCK ☐ OTHER

P.O. Box 981 Buffalo, NY 14240

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3 PLT 424908	BRASS ENTRY=43407 CODE=0812 P/O=941927-6	7331			
*****					Subject to Section 7 of conditions of applicable Bill of Lading, if this shipment is to be delivered to the consignee without recourse of 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 <u>Hand</u> (Signature of Consignor.)  + This is to certify that the above articles are properly described by name and are packed and marked and are in proper condition for transportation according to the regulations by the Interstate Commerce Commission.  * 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."  + Shipper's Imprints in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.  NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of  The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding
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+ CERTIFICATION OF COMPLIANCE: I certify that shipment covered by this bill of lading was loaded by me or at my direction; that I inspected the load after it was placed and secured upon the motor vehicle; that said motor vehicle conforms with the New York state and Traffic Law Article 10, and Federal Motor Carrier Safety Regulations and Specifications issued by the Department of Transportation and that the load was secured thereon in accordance with such regulations and specifications.

SIGNATURE

DATE

TRACTOR #

TRAILER #

PIECES 19