

**Bill to:**

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

Invoice Date: 08/04/2023

Invoice #: 2801826

Terms: NET 30

Due Date: 09/04/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/28/2023		2801 Court Street, Syracuse, NY, USA - 5700 West 65th Street, Little Rock, AR, USA			
			1	2150	2150

TOTAL
2150

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:6510

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

Page 1 of 2

FAX: 260-918-1722

Email: Crystal.targgart@buchananhauling.com

Buchanan Order # 2801826

Carrier: ROYAL3 INC
CHICAGO IL 60638
Order Date: 07/25/2023 1234

Contact: Donna Kolaric
Phone: 360-566-0576
Fax: 630-485-6980

Driver Name: Eduardo
Driver Cell: 239-285-9140
Carrier Tractor: 425315
Carrier Trailer: 97039

Commodity: FOOD OR GROCERY
Weight: 44726.0 Trailer: VAN
Order Value: \$100,000.00 Temperature range: -
Reference: LD3548216

PU 1 Name: DIVERSIFIED FOODS / PIONEER
Address: 2801 COURT STREET

Date: 07/28/2023 1300

SYRACUSE NY 13202
Reference number: SI 0157020

Pickup #: 0157020
Driver Load: N

SO 2 Name: SYSCO
Address: 5700 W 65TH ST

Date: 07/31/2023 0700

LITTLE ROCK AR 72209
Reference number: PO Cf74329

Driver Load: N

Payment Carrier Freight Pay: \$2,150.00
Total Carrier Pay: \$2,150.00 USD



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

TRUCKER TOOLS IS A MUST. GPS TRACKING IS A REQUIREMENT, AND YOU ARE SUBJECT TO A \$150 RATE DEDUCTION IF YOU FAIL TO DO SO.

Trucker Tools must be accepted and tracking on all loads for the duration of the load. If Trucker Tools is not tracking we will not be able to get detention. If the driver on the load changes we must be made aware of the change immediately in order to update Trucker Tools. Failure to follow Trucker Tools rules can result in a rate deduction. If Trucker Tools is not accepted the driver forfeits detention. If BOL with IN and OUT times isn't received in 24 hours from delivery to broker we will not be able to get detention. If you send in your invoice without detention and the load is billed detention will be forfeited. No pets are allowed on site at the shipper or receiver. All drivers must be able to speak English. Drivers are required to have PPE pants, sleeves, hard hat, safety glasses, closed toe shoes. We will need truck and trailer number for all loads, if it changes we must be made aware of the change immediately. Please have the driver check in as Buchanan Hauling and Rigging to avoid confusion. It may take 4-6 hours to get your trailer back. Detention consideration starts 4 hours after the preload time, in order for detention to be considered the driver must put the DATE and TIMES IN AND OUT on the BOL. Any behavior that is viewed as disrespectful or unacceptable (at the shipper or consignee) can result in a rate deduction and/or carrier being placed on do not use list. The loading/unloading times on the rate confirmation are firm. Carrier Must be CTPAT Certified for Cross Border Shipments. If you attempt to go in early or late (to the shipper or consignee) you may be subject to a rate deduction. If you have a reefer it must be approved prior to loading. All loads are subject to weigh up to 44,000#, but most will be less than that. Wal-Mart deliveries can take up to 3 hours. Walmart will not offload any trailers of competitors, Amazon, Target etc. Detention will start 3 hours after Walmart deliveries.

Please Sign: *Alexandra Miljus*

(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

ArcBest**BILL OF LADING**

Phone: 866-643-9481

SHIP FROM

Name: Diversified Foods Inc (PNY)
Address: c/o Pioneer New York
2801 Court Street WHS M-F 7am-5:30pm REC
7am-5pm
City/State/Zip: Syracuse, NY 13204
Contact: Jamee Bakeman
(315) 451-3101

Comments:

Bill of Lading Number:
LD3548216

Bill of Lading Date: 2023-07-14

PRO:

SHIP TO

Name: Sysco of Arkansas
Address: 5700 West 65th Street
City/State/Zip: Little Rock, AR 72209
Contact: Greg Nelson
(501) 569-5748

Comments:

THIRD PARTY FREIGHT CHARGES BILL TO:

Name: Diversified Foods Inc
Address: c/o ArcBest Enterprise Solutions Inc
PO Box 10048
City/State/Zip: Fort Smith, AR 72917

Special Instructions: PIONEER NY Pickup: Please email jeffbelge@pioneerwhs.com to schedule pickup appointment. Please copy diversifiedfoods@arcb.com when scheduling pickup. PLEASE REFERENCE: 0157020 Delivery: 7/31 07:00, CF74329 Upon arrival drivers are to call 501-618-3664 and check in.

Accessories:

CARRIER NAME: Buchanan Hauling & Rigging Inc
Trailer Number: 7345662 W99429
Seal Number(s): BHR1
SCAC:

References:

Consignee Reference Number: ABNT
Customer PO Number: 23571940
Customer Reference Number: S0157020
Order Number: S0157020
Sales Order Number: 0157020
Shipment Number: 0157020
Shipper Reference: PNY

Freight Charge Terms: (freight charges are prepaid unless marked otherwise)

Prepaid Collect 3rd Party X

☐
(check box)Master Bill of Lading: with attached
Underlying Bills of Lading**CUSTOMER ORDER INFORMATION**

CUSTOMER ITEM	# PKGS	WEIGHT	PALLET/SLIP (CIRCLE ONE)	Item Dimensions
27x8s DAIRYPURE 1%WhiteMilk120	1800.0	30495.0 lb	Y N	0 L x 0 W x 0 H
27x8s TRUMOO FFChocMilk 120	840.0	14231.0 lb	Y N	0 L x 0 W x 0 H
GRAND TOTAL	2640.0	44726.0 lb		

CARRIER INFORMATION

HANDLING UNIT		PACKAGING TYPE				LTL ONLY		
QTY	TYPE	QTY	TYPE	WEIGHT	H.M. (X)	COMMODITY DESCRIPTION		NMFC # CLASS
22.0	PLT	2640.0	CAS CAS	44726.0 lb		27x8s DAIRYPURE 1%WhiteMilk120		074035 65.0
						27x8s TRUMOO FFChocMilk 120		
22.0		2640.0		44726.0 lb		GRAND TOTAL		

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: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

COD Amount: \$

Fee Terms: Collect: ☐ Prepaid: ☐ Check acceptable: ☐

Except as otherwise indicated in your Service Agreement, ArcBest acts as a broker and all such Services shall be subject to the terms, conditions, rules and special charges in or referenced in your Service Agreement. ArcBest as a broker shall have no commodity liability to you for loss and/or damage to commodities, and only Service Providers who arrange, manage or perform Services for you are solely liable to you for loss and/or damage to commodities. When ArcBest performs as a freight forwarder or when a Service Agreement does not indicate applicable liability for commodity loss and/or damage and ArcBest acts as a freight forwarder, ArcBest's and Service Providers' aggregate commodity liability will be as set forth in the applicable Service Agreement. When ArcBest acts as a freight forwarder or Service Providers perform services for you, you acknowledge that ArcBest's and Service Providers' liability is limited in consideration of a lower rate than would otherwise be applicable. For certain Services, you may purchase excess liability coverage at certain costs and limitations but such request must occur prior to the shipment pickup and/or Services performed and must be included on your Service Agreement and bill of lading. If a bill of lading is applicable to Services. You understand and agree that entering a Customs declared value on this bill of lading is NOT a request for excess liability coverage. ArcBest and Service Providers shall not be liable for indirect, incidental, consequential, special, punitive, multiple or any other indirect costs, fees, charges or delays of any kind arising from commodity claims filed hereunder or any other acts or omission of either ArcBest or Service providers, whether or not foreseeable or disclosed. ArcBest arranges, manages and/or performs Services under this bill of lading as non-agent independent contractor to you. Service Providers performing Services for you under this bill of lading are non-agent independent contractors to both ArcBest and you. Services hereunder are governed by U.S. federal laws and regulations. Venue shall be in a state or federal court located in Sebastian County, State of Arkansas. You agree to pay ArcBest for access, arranging, managing and/or performing through our Managed Solutions Services as set forth in your Service Agreement. You understand that when ArcBest arranges and/or manages Services with Service Providers on your behalf, you will be subject to additional terms and conditions contained in such Service Provider's tariffs, contractual and/or other applicable documents, including, commodity liability limitations therein. When rail services are used in arranging Services for you, you agree to be subject to all applicable railroad service directories and the Association of American Railroads rules that outline the proper packaging, blocking and bracing of shipments. You hereby expressly agree to be bound by such terms and conditions as they relate to you and that Service Provider. By accepting Services hereunder, you agree to the terms and conditions contained in the following documents, and the following order of precedence will apply if such documents have inconsistent or conflicting provisions: 1) Your applicable Service Agreement; and 2) ArcBest bill of lading. Any bills of lading, waybills, manifests or pickup document utilized shall not alter or supplement the terms and conditions contained in the applicable ArcBest bill of lading, and such documents shall only acts as a receipt of the commodities.

SHIPPER SIGNATURE / DATE

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

Loaded and/or
Counted:**CARRIER SIGNATURE / PICKUP DATE**

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guide-book or equivalent documentation in the vehicle.

CONSIGNEE SIGNATURE / PICKUP DATE

If applicable, Property described above is received in good order, except as noted.