

**Bill to:**

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

Invoice Date: 01/23/2024

Invoice #: 2889863

Terms: NET 30

Due Date: 02/23/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
01/22/2024		6656 GRANT WAY, ALLENTOWN, PA 18106 - 2275 EAST BLUFF ST, MARSEILLES, IL 61341			
			1	\$1,400.00	\$1,400.00

<b>TOTAL</b>
\$1,400.00

**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:2129

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

Page 1 of 2

FAX: 260-918-1722

Email: erussell@buchananhauling.com

Buchanan Order # 2889863

Carrier: ROYAL3 INC  
CHICAGO IL 60638  
Order Date: 01/19/2024 0955

Contact: Phil Vukovic  
Phone: 630-485-7370  
Fax: 630-485-6980

Driver Name: Juan  
Driver Cell: 407-432-4059  
Carrier Tractor: 706  
Carrier Trailer: W94949

Commodity:  
Weight: 43000.0  
Trailer: VAN  
Order Value: \$100,000.00  
Temperature range: -  
Reference: 2924565

PU 1 Name: OLDCASTLE APG Date: 01/22/2024 0700  
Address: 6656 GRANT WAY 01/22/2024 1430  
ALLENTOWN PA 18106  
Pickup #:   
Driver Load: N

SO 2 Name: OLD CASTLE LG Date: 01/23/2024 0730  
Address: 2275 EAST BLUFF ST 01/24/2024 1430  
MARSEILLES IL 61341  
Driver Load: N

Payment Carrier Freight Pay: \$1,400.00  
Total Carrier Pay: \$1,400.00 USD

Instructions Drivers must abide by shippers/consignees PPE and/or COVID requirements.  
OLDCASTLE APG - PALLETIZED LANDSCAPE MATERIALS

Please Sign: Mike Zivanovic

(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](http://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 minimum \$5 fee will be applied when a Comcheck is issued for lumpers. Lumper receipt must be emailed to broker within 24 HRS of delivery for reimbursement.
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. Buchanan must be notified if freight is pulled by non contracted carrier.
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](mailto:carrierportal@buchananhauling.com)

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



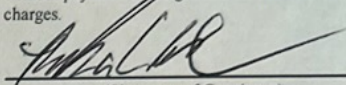
## STRAIGHT BILL OF LADING-SHORT FORM

Date Shipped: 01/16/2024

BOL #: 024697 Page: 1 of 1

RECEIVED, subject to the lawfully filed 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 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 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 Classification in effect on the hereof, if this is a rail or 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.

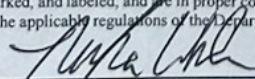
<b>Ship From</b> J. R. PETERS, INC. 6656 GRANT WAY ALLENTOWN, PA 18106	<b>Ship To</b> OLDCASTLE LAWN & GDN MIDWEST 2275 E BLUFF ST.  MARSEILLES, IL 61341	<b>Customer PO #</b> 2924565	<b>Freight</b> COLLECT
<b>Carrier:</b> PICKUP	<b>Waybill/PRO No</b>	Subject to section 7 of Conditions of applicable bill 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.	
<b>Special Instructions:</b>	If the shipment moves between two parts 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 imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission		
		 (Signature of Consignor)	

HM	HAZ CLASS DESCRIPTION	QTY	UOM	PART ID	DESCRIPTION	WEIGHT	CLASS	NMFC NO.
		854 BG	72800		6-4-14 OC DNC 50LB	43,084.30LB	50	68140-S5
						68140-S5	854.00	43,084.30
						<b>Total Pieces:</b>	854.00	
						<b>Net Weight:</b>		43,084.30LB
						<b>Gross Weight:</b>		43,444.30LB

# OF PALLETS : 18

SEAL# 5695 222

\*\* EMERGENCY CONTACT - CHEMTREC 800-424-9300 DAY/NIGHT \*\*

*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:  1-22-24	<b>Driver's Full Signature :</b> _____
	<b>Per :</b> _____
	<b>Date :</b> _____ <b>Driver's Total Count :</b> _____

Shipper Permanent Address: Allentown, PA 18106



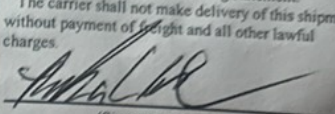
# STRAIGHT BILL OF LADING-SHORT FORM

RECEIVED, subject to the lawfully filed 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 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 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 Classification in effect on the hereof, if this is a rail or 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.

Date Shipped: 01/16/2024

BOL #: 0246/97 Page: 1 of 1

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HM	HAZ CLASS DESCRIPTION	QTY	UOM	PART ID	DESCRIPTION	WEIGHT	CLASS	SMC NO.
		854 BG	72800		6-4-14 OC DNC 50LB	43,084.30LB	50	68140-S5
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# OF PALLETS : 18

*Handwritten:* Total Pieces 11 2 3 1/2 4

*Handwritten:* SEAL# 5695 222

\*\* EMERGENCY CONTACT - CHEMTREC 800-424-9300 DAY/NIGHT \*\*

"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* 1-22-24

Shipper Permanent Address: Allentown, PA 18106

Driver's Full Signature: \_\_\_\_\_

Per: \_\_\_\_\_

Date: \_\_\_\_\_

Driver's Total Count: \_\_\_\_\_