

**Bill to:**

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

Invoice Date: 06/17/2024

Invoice #: 2967401

Terms: NET 30

Due Date: 07/17/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
06/10/2024		7665 NATIONAL TURNPIKE, LOUISVILLE, KY 40214 - 10300 ARCH ST, LITTLE ROCK, AR 72206			
			1	\$1,100.00	\$1,100.00

<b>TOTAL</b>
\$1,100.00

**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:2350

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

Page 1 of 2

FAX: 260-918-1722

Email: michael.sampson@buchananhauling.com

Buchanan Order # 2967401

Carrier: ROYAL3 INC  
CHICAGO IL 60638  
Order Date: 06/10/2024 1220

Contact: KELLY  
Phone: 630-485-7370 x100  
Fax:

Driver Name: harol  
Driver Cell: 505-550-8974  
Carrier Tractor: 727  
Carrier Trailer: 289478

Commodity: PALLETIZED FREIGHT  
Weight: 42410.0 Trailer: VAN  
Order Value: \$100,000.00 Temperature range: -  
Reference: 279949

PU 1 Name: GXO LOGISTICS Date: 06/10/2024 1149  
Address: 7665 NATIONAL TURNPIKE 06/10/2024 1445  
LOUISVILLE KY 40214 Pickup #: 54182541  
Driver Load: N

SO 2 Name: POROCEL INDUSTRIES LLC Date: 06/11/2024 0800  
Address: 10300 ARCH ST 06/11/2024 1400  
LITTLE ROCK AR 72206 Driver Load: N

Payment Carrier Freight Pay: \$1,100.00  
Total Carrier Pay: \$1,100.00 USD

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

POROCEL INDUSTRIES LLC - PO# 4506984878

Please Sign: Kelly Ivanovic

(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







# TERMS & CONDITIONS OF CARRIAGE

These terms and conditions apply except to the extent of a conflict with a contract Between shipper and carrier, in which case the contract shall govern.

1. The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss, damage or delay thereto, except as hereinafter provided. Carriers shall be liable for special, incidental and consequential damages for which they have actual or constructive notice.
2. No carrier or party in possession of all or any portion of the property described in this bill of lading shall be liable for any loss of or damage to the said property or for any delay caused solely by an Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner. Further, no carrier or party in possession of all or any portion of the said property shall be liable for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. The carrier or the party in possession shall have the burden of proving freedom from negligence and that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The carrier's liability shall not be subject to the rule of contributory or comparative negligence.
3. The carrier shall be liable solely as a warehouseman for loss, damage or delay occurring after actual or attempted tender of the property for delivery at destination. When tender of delivery of the property to the party entitled to receive it has been made, but delivery has been refused, or if carrier is unable to make delivery, carrier's liability as a warehouseman will begin when carrier has placed said property in a warehouse or storage facility under reasonable security. Except in the case of negligence of the carrier or the party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results when the property is stopped and held in transit upon request of the shipper, owner, or party entitled to make such request.
4. Except in the case of negligence of the carrier, no carrier or party in possession of all or any of the property described in the bill of lading shall be liable for delay caused by highway obstruction, by faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on the carrier or party in possession.
5. No carrier is bound to transport said property by any particular schedule or vehicle or in time for any particular market, or in any manner other than with reasonable dispatch.
6. Claims of loss, damage or delay must be mailed within nine months of delivery, or in the case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed. In no case shall said reasonable time be deemed to be less than 30 days from the scheduled or anticipated delivery date. Suits for loss damage or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is received by the claimant from the carrier that the carrier has disallowed the claim or any part thereof. An offer of compromise shall not constitute a disallowance of any part of the claim unless the carrier, in writing, informs the claimant that such part of the claim is disallowed and provides reasons for such disallowance; and communication received from a carrier's insurer shall not constitute a disallowance of any part of the claim unless the insurer, in writing informs the claimant that such part of the claim is disallowed, provides a lawful reason for such disallowance and informs the claimant that the insurer is acting on behalf of the carrier. Where a lower value than the actual value of the said property has been stated in writing on the bill of lading by the shipper or has been agreed upon in writing as the released value of the property, such lower value, plus freight charges if paid, shall be the maximum recoverable amount for loss, damage, or delay, whether or not such loss, damage, or delay occurs from negligence. When such loss, damage or delay is the result of the carrier's willful misconduct, gross negligence, material or fundamental breach, or conversion, said limitation of liability shall not apply, and shipper shall be reimbursed for the actual value of the property, plus freight charges, if paid.
7. The shipper or consignee shall pay the freight and all other lawful charges accruing on said property according to the agreement of the parties. The shipper shall be liable for the freight and all other applicable charges, except that if the shipper stipulates, by signature, in the space provided for that purpose on the face of the bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, makes delivery without requiring such payment, the shipper shall not be liable for such charges. The carrier may extend credit to the party responsible for payment of the freight charges. There shall be no loss of discount or penalty for late payment. Shipper may offset unpaid freight charges against unpaid freight claims when said claims are outstanding for more than 90 days. Nothing herein shall limit the right of the carrier to require at the time of shipment the prepayment or guaranty of the charges. If upon inspection it is ascertained that the articles shipped are not those described in the bill of lading the freight charges must be paid upon the articles actually shipped.
8. The parties of this bill of lading acknowledge this application and controlling status of provisions of 49 U.S.C. Section 14706 with regard to claims and actions for loss or damage to commodities transported pursuant to this Agreement, except to the extent modified by the Agreement. All claims for recovery by SHIPPER as provided herein and as to each shipment, must be filed with CARRIER within nine (9) months of the date of delivery or tender for delivery of that shipment or if not tendered or delivered must be filed with nine (9) months of the date when delivery or tender of delivery of that shipment reasonably should have been made. Settlement of claim must be handled within forty-five (45) days from receipt of claim. Methods of salvaging or disposal of damaged goods, hazardous or non-hazardous must be approved by SHIPPER and is the responsibility of the CARRIER when such damage is due to the negligence of the CARRIER, except to the extent that such damages is caused by the negligence of SHIPPER.
9. Claims for overcharges and undercharges shall be governed by the statute of limitations stated in 49 U.S.C. 14705, and administered in accordance with 49 C.F.R. 1008, unless otherwise provided herein. If a shipper elects to submit a dispute over the originally billing involving the applicability or reasonableness of the rate charges to the Surface Transportation Board for resolution, the Shipper must contest the billing by mailing or faxing a protest to the carrier within 180 days of the date it or its agent receives the original billing from the carrier. Overcharges and undercharges resulting from typographical, mathematical, weight or clerical errors, or duplicate payments may be filed at any time within 18 months of delivery, and pursuant to 49 U.S.C. 14101(b), the parties hereby expressly waive any notification requirements that may be applicable under 49 U.S.C. 13710(a)(3) for such overcharges and undercharges. If a carrier seeks to assess additional charges, it must mail or fax its billing within 180 days of the date on its original billing. Once protested, disputes may be submitted to the Surface Transportation Board for resolution. If not resolved by the STB within 18 months of the delivery date, and action of law must be instituted to preserve the right to collect the amounts sought. Nothing in this agreement or the law shall prohibit a carrier from making a voluntary refund of an overcharge, or a shipper's voluntary payment of an undercharge, whether or not the original billing was contested within 180 days.
10. In the event that property has been refused by the consignee, or carrier is unable to deliver the property for any reason, carrier shall immediately notify shipper by telephone or other electronic communication system. Said notice shall be confirmed in writing by carrier, stating the time and date that free time shall expire and the storage charges to be applicable upon expiration of free time. Storage charges shall begin after 48 hours of carrier's notification, exclusive of Saturdays, Sundays and business holidays declared by any of the parties hereto. Shipper shall give disposition instructions to carrier within 48 hours of its receipt of notice of carrier's inability to deliver. If disposition is not received within said 48 hours, carrier shall send a "Second and Final Notice of On-hand Freight" via facsimile transmission or EDI (Electronic Data Interchange). If disposition instructions are not received within 48 hours of the "Second and Final Notice", carrier may advertise in two newspapers of general circulation for two consecutive weeks that the goods on hand will be offered for sale at a general auction, stating the time and place of said sale. No later than 10 days prior to the auction sale, carrier shall send a copy of the auction notice to seller via facsimile transmission or EDI when published.
11. Notice of loss or damage shall be given to carrier on the delivery receipt by the consignee and confirmed by the driver. Concealed loss or damage shall be reported to the delivering carrier within 15 working days unless the claimant explains why the loss or damage could not reasonably have been reported within 15 days. When notice has first been given to carrier after 15 days, the claimant shall offer proof that the loss or damage did not occur after delivery to consignee, and carrier shall resolve the claim in light of the said proof.
12. Carrier shall be liable for the number of shipping units or packages noted on the bill of lading, and shall deliver them in the same condition or unitized package as tendered at origin. If carrier's driver is not able or is not given an opportunity to inspect and count the shipment prior to acceptance by the carrier, the bill of lading must be noted "SL & C" (Shippers Load & Count). When less-than-truckload shipments are loaded and counted by the shipper, such shipments will be inspected and counted by carrier at its first break-bulk point and all discrepancies shall be reported immediately to shipper.
13. No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.
14. CARRIER agrees to notify SHIPPER immediately upon discovery of any evident tampering or an occurrence that results in spilled, damaged or lost freight, regardless of whether or not the product is known to be hazardous, and to await instructions or advice from SHIPPER before further loading, transporting or delivering any goods potentially effected by spilled, leaked or released materials or other matter. Such notification shall be provided via phone call to CHEMTREC (800-424-9300) or as noted on face of bill of lading.

Carrier's Initial



