



**Bill to:**  
PRODUCTIVE TRANSPORTATION INC  
530 GRAND ISLAND BLVD.,  
Tonawanda,  
NY,  
14150

Invoice Date: 12/12/2023  
Invoice #: 293537  
Terms: NET 30  
Due Date: 01/12/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
12/11/2023		Montpelier, OH, USA - Buffalo, NY, USA			
			1	\$1,300.00	\$1,300.00

TOTAL
\$1,300.00

**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**

# CONTRACT RATE AGREEMENT

BETWEEN:

**PRODUCTIVE TRANSPORTATION INC.**

530 GRAND ISLAND BLVD., TONAWANDA, NY 14150

AND:	ROYAL 3 INC	DATE LOAD BOOKED:	12/11/23
LOAD NUMBER	293537	LOAD BOOKED WITH:	JOEY
LOAD DATE:	12/11/23	PTI DISPATCHER	LINDA SINCLAIR
LOAD TIME:	6A-3P	EQUIPMENT REQUIRED:	VAN 10 YEARS OLD OR NEWER
LOADING POINT:	PO#56964- SCRAP METAL	LOADED MILES:	362
WINZELER STAMPING 910 E MAIN STREET MONTPELIER OH 43543 419-485-6070 15 @ 43000# SCRAP METAL		FLAT RATE*: _____ *INCLUDES ANY FUEL SURCHARGE	\$1300.00
DESTINATION POINT:		LOAD/ UNLOAD CHARGE:	
AURUBIS 600 MILITARY RD BUFFALO NY 14207 716-879-6706 15 @ 43000# SCRAP METAL		ADDITIONAL CHARGES:	
DELIVERY DATE/TIME:		PALLET EXCHANGE:	
12/12/23 8am APPT. ASK FOR RICH CRANDALL UPON ARRIVAL AT RECEIVERS		PALLET CHARGE:	
TOTAL PAY TO CARRIER:			\$1300.00
OTHER INSTRUCTIONS			

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.

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 EXPIDITE 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 "Carriers Liability" for the freight or cargo lost, damaged or otherwise not delivered to the 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

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

# CONTRACT RATE AGREEMENT

BETWEEN:

**PRODUCTIVE TRANSPORTATION INC.**

530 GRAND ISLAND BLVD., TONAWANDA, NY 14150

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 of "TRUCK DRIVER SEAL RESPONSIBILITY" as 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 Productive Transportation Inc. 24 hour on call personnel immediately at 800-466-1900 and follow hour's instructions given when called.

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

### California Air Resources Board or ARB

As of **January 1, 2013**, the California Air Resources Board (CARB) implemented 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>

**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**

## CONTRACT RATE AGREEMENT

BETWEEN:

**PRODUCTIVE TRANSPORTATION INC.**  
530 GRAND ISLAND BLVD., TONAWANDA, NY 14150

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: Joey Cimbaljevic  
Sign here ↑

**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**

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.

Date: 12/11/2023

### **Straight Bill of Lading**

**B/L NO. 802807**

## SHIPPER (ORIGIN)

**CONSIGNEE (DESTINATION)**

Shipper No. Winzeler3  
Trailer No.  
Seal No.

Seal No. \_\_\_\_\_  
Name: *Winzeler Couplings & Metals LLC*  
Address: *910 E. Main St.*  
*Montpelier, OH 43543*

Name: AURUBIS BUFFALO INC.  
Address: 600 MILITARY RD.  
BUFFALO, NY 14200

P.O. NO.

**THIRD PARTY FREIGHT CHARGES BILL TO**

Name: AURUBIS BUFFALO INC.  
Address: 600 MILITARY RD.  
BUFFALO, NY 14200

SPECIAL INSTRUCTIONS: ☐ Master Bill of Lading

Handling Units	HU Type	Packages	PKG Type	HM	Description of Articles, Special Marks and Exceptions	NMFC	Class	Weight Subj to Correction	
16	Skids	16	Boxes		BRASS SCRAP IN TRAILER	13262	50	42847 lbs	
<div>12-12-23</div> <div>Serial # 2418357</div>									
16		16	Total for All Pages (Weight in lbs)						42847 lbs

**Hazardous Material Emergency Contact:**

**Freight Terms:**

☐ Prepaid  
☒ Collect  
☐ Third Party

**C.O.D. Amount**

☐ Prepaid  
☐ Collect  
☐ Customer Check Acceptable

DECLARED VALUE: 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 \_\_\_\_\_.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Shipper Signature \_\_\_\_\_

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B).

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request. The property described above, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and destined as shown above, which said carrier agrees to carry to destination, if on its route, or otherwise deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all bill of lading terms and conditions in the governing classification on the date of the shipment. Shipper hereby certifies that he is hereby familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

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 COMPANY NAME  
Winzeler Couplings & Metals LLC

CARRIER  
XXXXXXXXXXXX

SHIPPER SIGNATURE/ DATE

DRIVER

Trailer Loaded

Freight Counted

☐ By Shipper  
☐ By Driver

☐ By Shipper  
☐ By Driver / pallets said to contain  
☐ By Driver/Pieces



Date: 12/11/2023

### **Straight Bill of Lading**

**B/L NO. 802807**

## SHIPPER (ORIGIN)

**CONSIGNEE (DESTINATION)**

Shipper No. Winzeler3  
Trailer No.  
Seal No. \_\_\_\_\_

Seal No. \_\_\_\_\_  
Name: Winzeler Couplings & Metals LLC  
Address: 910 E. Main St.  
Montpelier, OH 43543


Name: AURUBIS BUFFALO INC.  
Address: 600 MILITARY RD.  
BUFFALO, NY 14200

P.O. NO.

## THIRD PARTY FREIGHT CHARGES BILL TO

Name: AURUBIS BUFFALO INC.  
Address: 600 MILITARY RD.  
BUFFALO, NY 14200

SPECIAL INSTRUCTIONS: ☐ Master Bill of Lading

Handling Units	HU Type	Packages	PKG Type	HM	Description of Articles, Special Marks and Exceptions	NMFC	Class	Weight Subj to Correction
16	Skids	16	Boxes		BRASS SCRAP IN TRAILER	13262	50	42847 lbs
					 12-12-23 Serial # 2418357			
16		16	Total for All Pages (Weight in lbs) 42847 lbs					

**Hazardous Material Emergency Contact:**

**Freight Terms:**

☐ Prepaid  
☒ Collect  
☐ Third Party

**C.O.D. Amount**

☐ Prepaid  
☐ Collect  
☐ Customer Check Acceptable

DECLARED VALUE: 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 \_\_\_\_\_.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

\_\_\_\_\_  
Shipper Signature

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B).

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request. The property described above, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and destined as shown above, which said carrier agrees to carry to destination, if on its route, or otherwise deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all bill of lading terms and conditions in the governing classification on the date of the shipment. Shipper hereby certifies that he is hereby familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

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 COMPANY NAME  
Winzeler Couplings & Metals LLC

CARRIER  
XXXXXXXXXXXX

SHIPPER SIGNATURE/ DATE

**DRIVER**

### Trailer Loaded

Freight Counted

☐ By Shipper  
☐ By Driver

☐ By Shipper  
☐ By Driver / pallets said to contain  
☐ By Driver/Pieces