Royal 3inc.

Bill to: PRODUCTIVE TRANSPORTATION INC 530 GRAND ISLAND BLVD., Tonawanda, NY, 14150 Invoice Date: 12/13/2023 Invoice #: 293604 Terms: NET 30 Due Date: 01/13/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
12/12/2023		Buffalo, NY, USA - Randolph, VT, USA			
			1	\$1,500.00	\$1,500.00

TOTAL	
\$1,500.00	

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:	12/12/23		
LOAD NUMBER	293604	LOAD BOOKED WITH:	JOEY		
LOAD DATE:	12/12/23	PTI DISPATCHER	AMY GRIFFIN		
LOAD TIME:	1PM	EQUIPMENT REQUIRED:	VAN 10 YEARS OLD OR NEWER		
LOADING POINT:	PU#466700	LOADED MILES:	401		
AURUBIS 600 MILITARY RD BUFFALO NY 14207 716-879-6706		FLAT RATE*: *INCLUDES ANY FUEL SURCHARGE	\$1500.00		
10 @ 32016# METAL		LOAD/ UNLOAD CHARGE:	•		
DESTINATION POINT:		ADDITIONAL CHARGES:			
NEW ENGLAND PRECISIO 281 BEANVILLE ROAD RANDOLPH VT 05060 802-728-4050	DN INC	PALLET EXCHANGE:			
10 @ 320116# METAL		PALLET CHARGE:			
DELIVERY DATE/TIME:	12/13/23 7A-4P	TOTAL PAY TO CARRIER:	\$1500.00		
		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 <u>NO OTHER CHARGES</u> 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 <u>info@PTIbuffalo.com</u> (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").

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

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 nonmatching 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

# **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:

<u> Joey Cimbaljevic </u> 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.

	TRAIGHT	в	ILL OF LADING	#	466700		7PM	
ALL FLAT	TRAIGHT BED TRUCKS	MUST BE MADDE	ILL OF LADING		466700		61.	
STRAIGHT BI	ILL OF LAD	NG - SHORT	FORM - ORIG	PAGE:				
RECEIVED, subject to the o	classifications and tariffs	in effect on the date of iss	ue of this original Bill of Ladir		IOT NEGOTIA	ABLE		
understand throughout this as		teonents and	conditions of contents of pack	ages unknown) -	narked, consigned, and desti-	ned as indicated	B 4 6 6 7 0 below, which said carrier (the	0 % U *
Every service to be performed	have a state of the state of th	to their childs of an or any	of said property over all or any	notion of said -	the test state of the	elivery at said de each party at any	stination, if on its route, other time interested in all or any o	wise to deliver to another of said property, that
Shipper hereby certif	rail-water shipment, or (2 les that he is familiar wi	) in the applicable motor car th all the terms and condit	ther cuissification or tariff if this	is a motor carrier	ng set forth (1) in Official, shipment,	Southern, Weste	ern and Illinois Freight Classif	fications in effect on the
Aurubis Buffa	to by the shipper and a	ccepted for himself and his	assigns.	A the fit the classif	ication or tariff which gove	erns the transpo	rtation of this shipment, and	d the sold terms and
P.O. Box 981 Buffal		Aurub	IS DATE: 12/	12/20230	ESIGNATE WITH A			
Bunak	0, 141 14240						By x TRUCK	OTHER
Consigned to:	NEW EN	GLAND PRECIS	ION INC.					
Destination:	CLIFFO	RD INDUSTRIAL	L PARK		PACKAGES: GROSS:	10 32016	Broker: Prod	
Route:	RANDOL:	ANVILLE RD.,			TARE :	52016 645	Carrier: Roy	yal 3
NUMBER OF	1		05060		NET:	31371		
PACKAGES		MARKS	OF ARTICLES, SPECIAL AND EXCEPTIONS		•WEI (SUBJECT	IGHT	CLASS CHECK	Charges to be
STOP: 1	NONE				(SUBJECT	IO CORR.)	OR RATE COLUMN	Prepaid
281 - 10 - X	RECEIVING	PHONE #: 802 HRS: 7:30 AM	2-728-4050 M TO 5 PM. MON-					
	DIGEDS FUT	KI=38108 CC	DDE=1300 P/O=	20278		22016		Collect
420491 4	28492 7372	29 737230 4	428493 737231	737232		32016 498 428	3499	Third Party
******	****							Charges are assumed collect if not completed.
		**********	**********	******	******	******	*****	Mi
s/o								Per Mi.
DATE		TIME		TOC				Stop Off
				roc _		-		Total
								Subject to Section 7 of conditions of applicable Bill of Lading, if this the section of the sect
								shipment is to be delivered to the consigner without recourse of the consigner, 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.
								OK D
								Per
								<ul> <li>(Signature of Consignor.)</li> <li>+ This is to certify that the</li> </ul>
								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
								Cammission.
	C							NOTE - Where the rate is dependent on value, shippers are
	(	J L						required to state specifically in writing the agreed or declared value of
		MAT	.1 ~		, ,			
	1	Atrat	A	12/	13/23			The agreed of declared value of the property is hereby specifically stated by the shipper to be not
IF FREIGHT IS DAMAGE	D IN TRANSIT: D	image shall be noted o	n face of Bill of Lading an	d asknowlada	/			exceeding
THIRD PARTY BILL TO (WITHOUT       + CERTIFICATION OF COMPLIANCE: I certify that shipment covered by this bill of lading was loaded by me or at my direction;         RECOURSE TO CONSIGNOR):       + CERTIFICATION OF COMPLIANCE: I certify that shipment covered by this bill of lading was loaded by me or at my direction;         Aurubis       New York state and Trafic 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.       SIGNATURE         530 Grand Island Blvd.       DATE					aded by me or at my direct	tion;		
					TE			
530 Grand Islam Tonawanda, NY 3		TRACTOR #		TDA	ILER #			10
				I KA	ILEK #		PIECES _	10