



**Bill to:**  
CIRCLE LOGISTICS  
4808 KROEMER ROAD ,  
Fort Wayne,  
IN,  
46898

Invoice Date: 07/11/2024  
Invoice #: 1753913  
Terms: NET 30  
Due Date: 08/11/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/10/2024		2000 State Rd 2024, Belmont, NC 28012, USA - 1915 N Bendix Dr, South Bend, IN 46628, USA			
			1	\$1,425.00	\$1,425.00

<b>TOTAL</b>
\$1,425.00

**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**



## Dispatcher

Dispatcher: Maurizio Garofalo  
Phone: 312-300-7447 x8156

Emergency Phone: 312-300-7447

## Load and Rate Confirmation Agreement Load #1753913

To accept load please sign and email this sheet back to: [maurizio.garofalo@circledelivers.com](mailto:maurizio.garofalo@circledelivers.com)

## Carrier Information

Load Number: 1753913  
Carrier Number: 40745  
MC Number: 086875  
Carrier Name: BRZ  
Attention: Jim

Driver Name: Serafin  
Truck Number: 859  
Trailer Number: W94948  
Carrier Phone: 708-303-5150  
Carrier Fax:

## Load Information

Bill Of Lading: 6100172740  
Commodity: FAK  
Commodity Desc: Plastic Resin in crates  
Dimensions: L:53';  
Load Size: Truckload  
Miles: 699.00

PO Number: 80409028  
Piece Count: 18  
Ref Number: 6100172740  
Trailer Req: Van  
Weight: 42,000

## #1 Shipper

Wednesday, 07/10/2024 at 13:00

Company: Kiser Harriss Distribution - ARLANXEO  
USA LLC  
Address: 2002 The Oaks Pkwy  
City/St/Zip: Belmont, NC 28012

Contact: CONTACT

\*\*\*Driver must check in as Circle Logistics\*\*\* Shipper is by appt. M-F 0800-1600 - 24hr in advance

## #2 Consignee/Final Destination

Thursday, 07/11/2024 from 06:00 - 12:30

Company: Royal Adhesives & Sealants  
Address: 1915 N Bendix Dr  
City/St/Zip: South Bend, IN 46628

Contact: Amanda Carlson  
Phone: 574-237-1020

\*\*\*Driver must check in as Circle Logistics\*\*\* Receiver is FCFS, M-F 0600-1230 keep dry, keep away from foodstuffs and cargo susceptible to odor, acids and alkalis

## Additional Information

**IMPORTANT:** Driver Must Accept Mobile Tracking or \$100 rate deduction In order to qualify for Detention or Layover Charges- drivers must be connected to Circle Logistics Macropoint Cell based or Project 44 ELD tracking at the time the event causing the accessorial charges incurred; Absence of GPS verified locations for time/date will result in denial of Detention or Layover requests. Drivers who are late to pre-scheduled appts will not qualify for any resulting Detention/Layover Charges. Notice of late arrival is not grounds for waiver of this policy. We will pay detention when we knowingly book a driver to a late appt or a work in. The schedule of charges are below  
Detention- 3 Hours Free - \$40/Hr after to be paid in rounded down 15 minute increments; Maximum Detention charge of \$150- Detention clock resets every 24 hour period. Layover- \$150 Flat Rate: Layover applies when carrier is notified day of pickup but before arriving to pick up of an appt change more than 6 hours beyond the originally scheduled appt or within 2 hours of arriving for pickup that the appt is being delayed more than 6 hours for loading or unloading. Appt changes more than 24 hours in advance of pickup are not eligible for a layover charge in any circumstance. TONU- \$150 Flat Rate- Only paid if load is cancelled after the driver has arrived for pickup. Load cancellations prior to on-site arrival are not eligible for a TONU

**Amount to invoice Circle Logistics, Inc: \$1,425.00**



## Dispatcher

Dispatcher: Maurizio Garofalo  
Phone: 312-300-7447 x8156

Emergency Phone: 312-300-7447

## Load and Rate Confirmation Agreement Load #1753913

**To accept load please sign and email this sheet back to: [maurizio.garofalo@circledelivers.com](mailto:maurizio.garofalo@circledelivers.com)**

**Agreement:** This contract rate addendum is entered into on this date, 07/10/2024, by and between Circle Logistics, Inc (hereinafter referred to as "Broker") and BRZ (hereinafter referred to as "Carrier"). All Flatbed open deck loads must tarp! Term and Conditions 1. Broker will remit payment to Carrier for the underlying freight charges within 30 days of receipt of invoice and all required documents. For all detention and truck ordered not used charges, Broker will remit payment to Carrier within 30 days after Broker receives payment from its customers. Broker may offset any cargo claims or other penalties/damages Carrier is responsible for from Carrier's freight charges. 2. Documents required to process payment: a. Invoice b. Original Proof of Delivery w/3 signatures (Shipper, Consignee, and Carrier's driver) c. Signed Rate Confirmation d. Any and all required receipts that Broker requires to invoice its customer e. Arrival and departure times signed by the Shipper and/or Consignee. 3. Carrier or Carrier's driver must fax (317-324-9919) or scan/email proof of delivery within 72 hours of delivery of freight. Failure to send in proof of delivery with 72 hours will result in a \$25 rate reduction. After 3 days, Carrier agrees to a \$5/day rate reduction for each day Carrier does not provide Broker with a proof of delivery. Carrier is responsible for maintaining proof, via fax or email receipt, or submission of POD. 4. Carrier must count and verify the shipment before loading. Carrier must contact Broker re: any discrepancies and must obtain a new confirmation in writing before Carrier's driver departs from Shipper. 5. Carrier agrees that Broker is not liable for any shortages, loss, or damage to cargo transported by Carrier. 6. 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 all of Carrier's 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 regardless of the amount of cargo insurance required. 7. Carrier must report any delays in pickup or delivery to Broker. Carrier must obtain a revised rate confirmation from Broker reflecting the revised pickup and/or delivery time(s). 8. Carrier agrees that unauthorized delays in pickup and delivery may result in a rate reduction of greater of 25% of the original agreed rate or the amount that the Broker forfeits on the load. 9. Carrier must tarp all flatbed loads unless authorized on the rate confirmation by Broker that the load does not require tarps. 10. By signing below, Carrier warrants that it is duly and legally qualified to provide transportation services and that it holds auto liability insurance of a minimum of \$1 million and cargo of at least \$100,000. Carrier agrees to notify Broker immediately re: any material changes in Carrier's safety record. 11. Carrier shall also be subject to the Terms and Conditions set forth in the Transportation Brokerage Contract executed with Broker. 12. FATIGUE - Drivers may not operate, nor shall a motor carrier require or permit a driver to operate, a CMV if they are too tired or sick to drive safely. Operation may be discontinued at the driver's discretion. 13. MOBILE PHONE AND TWO-WAY COMMUNICATION DEVICE - Drivers shall not use a hand-held nor a hands-free mobile telephone while driving a CMV. Use of a mobile telephone is permissible by drivers of a CMV when necessary to communicate with law enforcement officials or other emergency services. 14. LOAD SECUREMENT - A driver may not operate a CMV and a motor carrier may not require or permit a driver to operate a CMV unless the CMV's cargo is properly distributed and adequately secured. 15. SEATBELTS - No driver shall operate a commercial motor vehicle, and a motor carrier shall not require or permit a driver to operate a commercial motor vehicle, that has a seat belt assembly installed at the driver's seat unless the driver is properly restrained by the seat belt assembly. 16. RECOMMENDED TRAINING FOR DRIVERS: DEFENSIVE DRIVING TRAINING - Defensive driving training would teach drivers how to recognize potentially hazardous situations sufficiently in advance to allow time to safely maneuver past them. FATIGUE AWARENESS TRAINING - Fatigue awareness training for drivers would teach drivers about the factors contributing to fatigue and their impact on performance along with fatigue awareness and avoidance techniques. 17. When applicable, Carrier agrees to follow the C-TPAT 7/8 and 17/18 Point Container Inspection Process. Carrier also agrees to follow both the C-TPAT Agricultural Processes and the C-TPAT Seal Processes when required.

**Quick Pay:** Please initial the option of your choice. Email Invoice, B.O.L., Proof of Delivery, and Rate Confirmation to [quickpay@circledelivers.com](mailto:quickpay@circledelivers.com).

Option #1 \_\_\_\_\_ Get paid in 48 hours 5% discount.

Option #2 \_\_\_\_\_ Get paid in 7 days 2% discount.

**\* Cash Advance Fee - \$ 2.75 +  
Mandatory 48 Hour Quick Pay 5%**

**Amount to invoice Circle Logistics, Inc: \$1,425.00**

**Carrier:** BRZ

**MC #:** 086875

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

### Invoicing Methods

1. Email (preferred): [freightpay@circledelivers.com](mailto:freightpay@circledelivers.com)
2. Fax: (317) 324-9919
3. US Mail: Circle Logistics  
Attn: Billing Dept.  
P.O. Box 8067  
Fort Wayne, IN 46898-8067



ULINE

21699991

**ARLANXEO**  
 Performance Elastomers

 ARLANXEO USA LLC  
 1550 Coraopolis Heights Road Suite 420  
 MOON TOWNSHIP PA 15108  
 USA

DATE PRINTED: 5.Jul.2024

ORIGINAL - NOT NEGOTIABLE

BILL OF LADING

SHIPPING CONTRACT-TO BE SIGNED BY SHIPPER AND CARRIER

 SUBJECT TO ALL THE TERMS AND CONDITIONS INCORPORATED BY REFERENCE AND THE LIABILITY PROVISIONS SHOWN  
 ON THE BACK HEREOF.

**Shipper** Kiser Harriss Distribution  
 ARLANXEO USA LLC  
 2002 Oaks Parkway  
 BELMONT NC 28012  
 USA

Truck No.:

Trailer No.:

Phone No.:

Fax No.:

**SHIP-TO:**  
 Royal Adhesives & Sealants  
 1915 Bendix Drive  
 SOUTH BEND IN 46628-1603  
 USA

**Bill of Lading No :** 6100172740

**Carrier :** Circle Logistics Inc /46818-1166 Fort Wayne
**Carrier Account# :****Means of Transport:** FTL - Full Truck Load/Closed Truck**PREPAID**

No. of Packages	Type of Container	Shipper's Weight	DG	Description
18	Wooden CP4 HT in Shrinktube +40xPaperbag	NET: 39683.240 LB NET: 18000.000 KG	GROSS:41000.723 LB GROSS:18597.600 KG	Material 3948181 Material Description: Baypren® 233-1 ECCN Number: EAR99 Freight Class: 60 NMFC Code: 157320-11 Customer Material Number: 1734 Delivery No: 80409028 / 10 HSN Code: 4002490000 Loading date: 10.Jul.2024 Delivery Date: 12.Jul.2024 Sales Order: 230797 Customer Reference: 1056964-1 Train Number Railcar Number
Seal No : 21659991				
SPECIAL INSTRUCTIONS				
Not dangerous cargo Keep dry. Keep away from cargo susceptible to odour Keep away from foodstuffs, acids and alkalis				
Total: 18		41000.723 LB 18597.600 KG		US PORT OF ENTRY: SCN 80409028
Loading Hours : Kiser Harriss 2002 Oaks Parkway Belmont, NC 28012 8:00 AM - 4:00 PM M-F, closed weekends Appointments are required 24 hours in advance by email to scott.roper@khdistribution.com. Drivers much check in with ARLANXEO provided pick up number.				

Driver's Copy

 Driver's  
 Copy



ARLANXEO USA LLC  
1550 Conaopolis Heights Road Suite 420  
MOON TOWNSHIP PA 15108  
USA

DATE PRINTED: 5 Jul 2024  
ORIGINAL - NOT NEGOTIABLE  
BILL OF LADING  
SHIPPING CONTRACT-TO BE SIGNED BY SHIPPER AND CARRIER

SUBJECT TO ALL THE TERMS AND CONDITIONS INCORPORATED BY REFERENCE AND THE LIABILITY PROVISIONS SHOWN ON THE BACK HEREOF.

**Shipper**  
Kiser Harriss Distribution  
ARLANXEO USA LLC  
2002 Oaks Parkway  
BELMONT NC 28012  
USA

Truck No.:  
Trailer No.:  
Phone No.:  
Fax No.:

**SHIP-TO:**  
Royal Adhesives & Sealants  
1915 Bendix Drive  
SOUTH BEND IN 46628-1603  
USA

**Bill of Lading No :** 6100172740

**Carrier :** Circle Logistics Inc /46818-1166 Fort Wayne  
**Carrier Account# :**  
**Means of Transport:** FTL - Full Truck Load/Closed Truck  
**PREPAID**

**Inst. to f/Forwarder**

Receiving: Amanda Carlson 574-237-1020  
Email: amanda.carlson@htbfuller.com  
Receiving 6:00 AM - 12:00 PM

**EMERGENCY CONTACT: CHEMTREC 1-800-424-9300 / International +1-703-527-3887 / CGN 864574.**

## SHIPPER'S INTERMODAL CERTIFICATION

I hereby declare that the contents of this consignment are fully and accurately described above the proper shipping name and are classified, packaged, marked and labeled/placard and are in all respects in proper condition for transport according to applicable international and national governmental regulations. This Certification includes IMDG.

Date: 7/10/24 Shipper per: [Signature]

## DRIVER'S CERTIFICATION AND RECEIPT

Driver hereby certifies that the above Special Instructions have been read and understood that:

1. Emergency response information in accordance with 49 CFR, part 172.

Subpart G is present on board the vehicle.

2. The required placards have been offered and the required placards are properly affixed to the vehicle.

Received 18 pallets \_\_\_\_\_ pieces

Carrier \_\_\_\_\_  
Trailer \_\_\_\_\_

Driver's Signature \_\_\_\_\_

## SECTION 7

If this shipment is to be delivered to the Consignee without recourse on the Shipper/Consignor for any charges that are not prepaid or agreed to be prepaid, the Shipper/Consignor shall sign the following statement:

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

**ARLANXEO USA LLC**

**FREIGHT CHARGE TERMS**

**DAP USA ( South Bend )**



## CONTRACT TERMS AND CONDITIONS

Except as otherwise agreed by Carrier and Shipper in a separate written agreement, the following terms and conditions of carriage apply.

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 of 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 the 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 fault 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. Unless otherwise agreed, 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. Every Carrier shall have the right, in case of physical necessity, to forward the property by any Carrier or route between the point of shipment and the point of destination, without additional cost to Shipper or Consignee.
6. Claims for 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 communications 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. Except as otherwise provided herein, 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 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, and Carriers may charge a commercially reasonable interest rate on freight bills which remain unpaid for more than 30 days from the date of presentment. There shall be no other penalty or loss of discount allowed 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. Claims for loss, damage and delay shall be administered in accordance with Ex Parte No. 263, 340 I.C.C. 515, Feb. 24, 1972, including the I. C.C.'s interpretation thereof expressed in its Order served April 18, 1972, and 49 C.F.R. §1005, unless otherwise provided herein. In addition, claimant may recover its administrative expenses incurred in connection with said claims.
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. §378, unless otherwise provided herein. Carrier shall pay the same rate of interest on overcharge claims as it applies on unpaid freight charges, if any. If a Shipper elects to submit a dispute over the original billing involving the applicability or reasonableness of the rate or 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, an action at 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 shippers 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 in accordance with the instructions for notification given on the face of the bill of lading. 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 instructions are not received within said 48 hours, Carrier shall send a Second and final notice of on-hand freight, via facsimile transmission or EDI (Electric 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 published auction notice to Shipper via facsimile transmission or EDI.
11. Where perishable property transported to the destination stated in this bill of lading is refused by Consignee or party entitled to receive it, or said Consignee or party entitled to receive the property fails to receive it promptly, the Carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at private or public sale; provided, that if there is sufficient time to notify the Consignor or owner of the refusal of the property or the failure to receive it and to request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold, including telephone or facsimile transmission.
12. The proceeds of any sale made under this Agreement shall be applied by the Carrier to the payment of freight, demurrage, storage, and any other lawful charges; to the expense of notice, advertisement, sale, and other necessary expense and to the expense of caring for and maintaining the property, if proper care of the property requires special expense. Should there be a balance remaining after all charges and expenses are paid, such balance shall be paid to the owner of the property sold hereunder.
13. Notice of loss or damage, when feasible, shall be given to Carrier on the delivery receipt by the Consignee. 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, 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.
14. 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 the shipment and count the shipping units or packages 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 breakbulk point and all discrepancies shall be reported immediately to Shipper.
15. 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 written agreement is entered into by the parties and a stipulated value of the articles is endorsed on the bill of lading.
16. If transportation is arranged through a broker, Carrier designates broker as its agent for the collection of freight charges. When charges are paid to broker, Carrier agrees not to hold Shipper or Consignee liable for said charges.
17. It is agreed and understood that the "Shipper's Weight" set forth on this Bill of Lading is the weight upon which freight charges shall be calculated, if applicable, and this weight does not include the weight of any pallet, skid or packaging materials which is not an integral part of the product as usually shipped by Shipper. Carrier agrees that there shall not be a separate charge for the weight of any pallet, skid or other packaging materials, as well as any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports.
18. Carrier agrees not to rely upon the Shipper's Weight set forth on this Bill of Lading as being the actual gross weight of the shipment because the listed weight may not include the weight of any pallets, skids or other packaging or bracing materials. Carrier agrees to be responsible for determining the actual weight of a shipment for all purposes, including for purposes of fulfilling Carrier's responsibility with regard to complying with any applicable federal, state or local overweight laws, rules, regulations and/or restrictions.
19. For freight charge purposes, Carrier agrees that all prepaid shipments shall be billed at a rate no higher than the rate that applies to Freight All Kinds (FAK) Class 60 of the National Motor Freight Classification (NMFC).
20. It is understood and agreed that this Bill of Lading incorporates by reference any terms or conditions set forth in the shipping order(s) issued by Shipper to Carrier in connection with this shipment.
21. If this Bill of Lading is prepared by Shipper, the National Motor Freight Classification (NMFC) designation set forth on this Bill of Lading, if applicable, is based upon Shippers custom and practice. Shipper makes no representation that the NMFC designation is consistent with any or all codes contained in the current edition of the NMFC or supplements thereto. If there is any discrepancy in this Bill of Lading between the freight description and the NMFC designation, the freight description will control.



ARLANXEO USA LLC  
1550 Coraopolis Heights Road Suite 420  
MOON TOWNSHIP PA 15108  
USA

DATE PRINTED: 5.Jul.2024  
ORIGINAL - NOT NEGOTIABLE  
BILL OF LADING  
SHIPPING CONTRACT-TO BE SIGNED BY SHIPPER AND CARRIER

SUBJECT TO ALL THE TERMS AND CONDITIONS INCORPORATED BY REFERENCE AND THE LIABILITY PROVISIONS SHOWN ON THE BACK HEREOF.

**Shipper**  
Kiser Harriss Distribution  
ARLANXEO USA LLC  
2002 Oaks Parkway  
BELMONT NC 28012  
USA

Truck No.:  
Trailer No.:  
Phone No.:  
Fax No.:

*Handwritten: 3*

**SHIP-TO:**  
Royal Adhesives & Sealants  
1915 Bendix Drive  
SOUTH BEND IN 46628-1603  
USA

Bill of Lading No : 6100172740

Carrier : Circle Logistics Inc /46818-1166 Fort Wayne  
Carrier Account# :  
Means of Transport: FTL - Full Truck Load/Closed Truck  
**PREPAID**

No. of Packages	Type of Container	Shipper's Weight	DG	Description
18	Wooden CP4 HT in Shrinktube +40xPaperbag	NET: 39683.240 LB NET: 18000.000 KG	GROSS:41000.723 LB GROSS:18597.600 KG	Material 3948181 Material Description: Baypren® 233-1 ECCN Number: EAR99 Freight Class: 60 NMFC Code: 157320-11 Customer Material Number: 1734 Delivery No: 80409028 / 10 HSN Code: 4002490000 Loading date: 10.Jul.2024 Delivery Date: 12.Jul.2024 Sales Order: 230797 Customer Reference: 1056964-1 Train Number Railcar Number
Seal No : 21659991				
SPECIAL INSTRUCTIONS				
Not dangerous cargo Keep dry. Keep away from cargo susceptible to odour Keep away from foodstuffs, acids and alkalis				
Total: 18		41000.723 LB 18597.600 KG		US PORT OF ENTRY: SCN 80409028
Loading Hours : Kiser Harriss 2002 Oaks Parkway Belmont, NC 28012 8:00 AM - 4:00 PM M-F, closed weekends Appointments are required 24 hours in advance by email to scott.roper@khdistribution.com. Drivers much check in with ARLANXEO provided pick up number.				

*Driver's Copy*

*Amanda Carlson*  
*Amanda Carlson*

*7-11-2024*



ARLANXEO USA LLC  
1550 Coraopolis Heights Road Suite 420  
MOON TOWNSHIP PA 15108  
USA

DATE PRINTED: 5 Jul.2024  
ORIGINAL - NOT NEGOTIABLE  
BILL OF LADING  
SHIPPING CONTRACT-TO BE SIGNED BY SHIPPER AND CARRIER

SUBJECT TO ALL THE TERMS AND CONDITIONS INCORPORATED BY REFERENCE AND THE LIABILITY PROVISIONS SHOWN ON THE BACK HEREOF.

**Shipper** Kiser Harriss Distribution  
ARLANXEO USA LLC  
2002 Oaks Parkway  
BELMONT NC 28012  
USA

Truck No.:  
Trailer No.:  
Phone No.:  
Fax No.:

**SHIP-TO:**  
Royal Adhesives & Sealants  
1915 Bendix Drive  
SOUTH BEND IN 46628-1603  
USA

**Bill of Lading No :** 6100172740

Carrier : Circle Logistics Inc /46818-1166 Fort Wayne  
Carrier Account# :  
Means of Transport: FTL - Full Truck Load/Closed Truck  
**PREPAID**

**Inst. to f/Forwarder**

Receiving: Amanda Carlson 574-237-1020  
Email: amanda.carlson@hbfuller.com  
Receiving 6.00 AM -12.00 PM

**EMERGENCY CONTACT:CHEMTREC1-800-424-9300 / International+1-703-527-3887/ CCN 864574.**

**SHIPPER'S INTERMODAL  
CERTIFICATION**

I hereby declare that the contents of this consignment are fully and accurately described above the proper shipping name and are classified, packaged, marked and labeled/ placard and are in all respects in proper condition for transport according to applicable international and national governmental regulations. This Certification includes IMDG

Date 7/10/24 Shipper per: [Signature]

**DRIVER'S CERTIFICATION  
AND RECEIPT**

Driver hereby certifies that the above Special Instructions have been read and understood that:

1. Emergency response information in accordance with 49 CFR, part 172. Subpart G is present on board the vehicle.
2. The required placards have been offered and the required placards are properly affixed to the vehicle.

Received 18 pallets \_\_\_\_\_ pieces

Carrier \_\_\_\_\_

Trailer \_\_\_\_\_

\_\_\_\_\_  
Driver's Signature

**SECTION 7**

If this shipment is to be delivered to the Consignee without recourse on the Shipper/Consignor for any charges that are not prepaid or agreed to be prepaid, the Shipper/Consignor shall sign the following statement:

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

**ARLANXEO USA LLC**

**FREIGHT CHARGE TERMS**

**DAP USA ( South Bend )**



## CONTRACT TERMS AND CONDITIONS

Except as otherwise agreed by Carrier and Shipper in a separate written agreement, the following terms and conditions of carriage apply.

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 of 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 the 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 fault 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. Unless otherwise agreed, 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. Every Carrier shall have the right, in case of physical necessity, to forward the property by any Carrier or route between the point of shipment and the point of destination, without additional cost to Shipper or Consignee.
6. Claims for 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 communications 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. Except as otherwise provided herein, 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 Carriers 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, and Carriers may charge a commercially reasonable interest rate on freight bills which remain unpaid for more than 30 days from the date of presentment. There shall be no other penalty or loss of discount allowed 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. Claims for loss, damage and delay shall be administered in accordance with Ex Parte No. 263, 340 I.C.C. 515, Feb. 24, 1972, including the I. C.C.'s interpretation thereof expressed in its Order served April 18, 1972, and 49 C.F.R. §1005, unless otherwise provided herein. In addition, claimant may recover its administrative expenses incurred in connection with said claims.
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. §378, unless otherwise provided herein. Carrier shall pay the same rate of interest on overcharge claims as it applies on unpaid freight charges, if any. If a Shipper elects to submit a dispute over the original billing involving the applicability or reasonableness of the rate or 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, an action at 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 shippers 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 in accordance with the instructions for notification given on the face of the bill of lading. 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 Carriers 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 Carriers inability to deliver. If disposition instructions are not received within said 48 hours, Carrier shall send a Second and final notice of on-hand freight, via facsimile transmission or EDI (Electric 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 published auction notice to Shipper via facsimile transmission or EDI.
11. Where perishable property transported to the destination stated in this bill of lading is refused by Consignee or party entitled to receive it, or said Consignee or party entitled to receive the property fails to receive it promptly, the Carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at private or public sale; provided, that if there is sufficient time to notify the Consignor or owner of the refusal of the property or the failure to receive it and to request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold, including telephone or facsimile transmission.
12. The proceeds of any sale made under this Agreement shall be applied by the Carrier to the payment of freight, demurrage, storage, and any other lawful charges; to the expense of notice, advertisement, sale, and other necessary expense and to the expense of caring for and maintaining the property, if proper care of the property requires special expense. Should there be a balance remaining after all charges and expenses are paid, such balance shall be paid to the owner of the property sold hereunder.
13. Notice of loss or damage, when feasible, shall be given to Carrier on the delivery receipt by the Consignee. 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, 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.
14. 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 Carriers driver is not able or is not given an opportunity to inspect the shipment and count the shipping units or packages 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 breakbulk point and all discrepancies shall be reported immediately to Shipper.
15. 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 written agreement is entered into by the parties and a stipulated value of the articles is endorsed on the bill of lading.
16. If transportation is arranged through a broker, Carrier designates broker as its agent for the collection of freight charges. When charges are paid to broker, Carrier agrees not to hold Shipper or Consignee liable for said charges.
17. It is agreed and understood that the "Shipper's Weight" set forth on this Bill of Lading is the weight upon which freight charges shall be calculated, if applicable, and this weight does not include the weight of any pallet, skid or packaging materials which is not an integral part of the product as usually shipped by Shipper. Carrier agrees that there shall not be a separate charge for the weight of any pallet, skid or other packaging materials, as well as any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports.
18. Carrier agrees not to rely upon the Shipper's Weight set forth on this Bill of Lading as being the actual gross weight of the shipment because the listed weight may not include the weight of any pallets, skids or other packaging or bracing materials. Carrier agrees to be responsible for determining the actual weight of a shipment for all purposes, including for purposes of fulfilling Carriers responsibility with regard to complying with any applicable federal, state or local overweight laws, rules, regulations and/or restrictions.
19. For freight charge purposes, Carrier agrees that all prepaid shipments shall be billed at a rate no higher than the rate that applies to Freight All Kinds (FAK) Class 60 of the National Motor Freight Classification (NMFC).
20. It is understood and agreed that this Bill of Lading incorporates by reference any terms or conditions set forth in the shipping order(s) issued by Shipper to Carrier in connection with this shipment.
21. If this Bill of Lading is prepared by Shipper, the National Motor Freight Classification (NMFC) designation set forth on this Bill of Lading, if applicable, is based upon Shippers custom and practice. Shipper makes no representation that the NMFC designation is consistent with any or all codes contained in the current edition of the NMFC or supplements thereto. If there is any discrepancy in this Bill of Lading between the freight description and the NMFC designation, the freight description will control.