

# Your Response to this Confirmation is Required

db:///zz1ag7suac90780meapp02

RYAN TRANSPORTATION SERVICE, INC

MC# 196502

www.ryantrans.com

Broker Phone and Fax 913-310-2291

For after-hours support between 5pm and 7am CST please contact our After Hours Team at 913-553-5544 or

afterhours@ryantrans.com

Email freight bill to carrierbilling@ryantrans.com or fax to 913-890-6643

**4464769**

Carrier:	ROYAL3 INC	Contact:	Kelly
	CHICAGO	Phone:	630-485-7370 x100
	08/16/2024	Fax:	
	IL		60638

Date:

Bryce Likens 913-310-2291 AT RYAN TRANSPORTATION SERVICE, INC.

CARRIER PLEASE HAVE YOUR DRIVER CALL RYAN TRANSPORTATION FOR ADDITIONAL SHIPMENT INFORMATION

REFER TO RYAN TRANSPORTATION SERVICE, INC. LOAD #: 4464769

This agreement is for exclusive use of truck, unless otherwise stated. Shipper may add or subtract freight/weight as long as shipment complies with DOT requirements.

Carrier has a duty to weigh shipment at first available scale

Order	Order:	4464769	Commodity:	PALLETIZED CABLE
	Temp:		Weight:	42074.0
	BOL:		Trailer:	Van (DAT)
	Hazmat:	N	Reference:	
	Pieces:	0	Hazmat UN:	
	Length:		Height:	
		Width:		

PU 1	Name:	SUPERIOR ESSEX	Date:	08/19/2024 0800
	Address:	75 E STATE RD 4		08/19/2024 1400

		HOISINGTON	KS 67544	Contact:	MAIN NUMBER
	Phone:	620-653-2191		Driver Load:	N

SO 2	Name:	PRIME MATERIALS RECOVERY	Date:	08/20/2024 0800
	Address:	51 MADISON BLVD		08/21/2024 1400

		CANASTOTA	NY 13032	Contact:	
	Phone:			Driver Load:	N

Payment	Carrier Freight Pay:	\$3,200.00	
	Total Carrier Pay:	\$3,200.00	Billing/Payment inquiries call 1-877-519-1984

#### Instructions

Special instructions here

Please Sign: *Kelly Ivanovic*

Driver Name:

Driver Cell #:

Tractor #:

Trailer #:

User:

Bryce Likens

4464769

913-310-2291

☒ Accept **'re More Than Just Freight**

☐ Decline



## **Carrier Rate Agreement**

CARRIER agrees to compensate, indemnify, defend and hold BROKER and Broker's Customer harmless, including attorney fees and costs for enforcing this agreement, for any and all loss or damage to cargo on each shipment tendered to CARRIER. Carrier further agrees to indemnify, defend and hold BROKER and Broker's Customer harmless from all and any liability, costs and damages to persons and/or property arising out of CARRIERS operations hereunder, including but not limited to all road fuel, and other taxes, fees or permits related to the shipments transported by CARRIER as arranged by BROKER.

**By accepting this shipment, Carrier hereby certifies that it will only use, furnish or provide Transportation Refrigeration Unit (TRU) equipment that is in compliance with all requirements of the State of California TRU regulations. Carrier further agrees to defend, indemnify and hold Ryan Transportation and its customer harmless from any failure regarding non-compliant equipment. For more information go to [www.arb.ca.gov/diesel/tru/documents/template\\_notice\\_to\\_carriers.pdf](http://www.arb.ca.gov/diesel/tru/documents/template_notice_to_carriers.pdf)**

CARRIER warrants that its equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested, and that no trailer or other vehicle which transports commodities shall ever have been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous. CARRIER will only offer to Broker and Broker's customers equipment which is in full compliance with the Sanitary Food Transportation Act and any similar or successor act. CARRIER warrants that the equipment to be used under this Agreement shall be clean, odor-free, dry, leak-proof, free of contamination or infestation and suitable for transportation of foodstuff for human consumption. If Carrier has hauled fertilizer, manure, compost, animals, uncooked meat, eggs, or dairy products, Carrier must clean all equipment with a sanitizing agent and provide documentation of the prior shipments and cleanings to shipper/loader at next pick-up, and Broker, Consignor, Consignee or Government Agent upon request. CARRIER must keep such records for at least 12 months from shipment. If the loader determines that the equipment does not meet its reasonable standards of acceptability, Carrier shall clean or replace the equipment at its own cost.

When required by BROKER, the shipper or the consignor, CARRIER shall secure shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall CARRIER or any of its personnel break any seal without the express consent of BROKER. CARRIER shall immediately notify BROKER to report a missing or broken seal.

CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, including loads delivered with a broken, missing, or unreadable seal, may be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C § 342(i), and its implementing regulations. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon

their delivery, at destination and CARRIER shall bear sole risk of rejection of cargo arising from or related to broken, missing or unreadable seals or failure to comply with load handling instructions.

**For refrigerated shipments:**

CARRIER must meet defined set temperature instructions as provided in documentation and on shipping documents provided to CARRIER. Temperature settings for certain materials/products and mixes of these products on loads and time of year will determine the required set temperature for these loads. CARRIER'S TRUs must provide a fresh protect setting with a temperature delta of no more than 4 degrees from Set Point in the Continuous operating mode for perishable loads.

---

If CARRIER receives contradictory or confusing instructions regarding any shipment, CARRIER must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.

Carrier acknowledges that Shipper's insertion of Ryan Transportation Service name on the bill of lading, freight tender or any other document shall be for Shipper's convenience only and shall not change Ryan Transportation Service's status as a transportation broker. In the event Broker's name is listed on the bill of lading, shipping manifest or other similar document, as the carrier, Carrier shall cross-out or otherwise remove Broker's name and enter Carrier's name as applicable.

**Carrier agrees to follow CDC Guidelines to prevent spread of COVID-19.**

Trucker Tools tracking is required. Driver agrees to accept tracking before departing shipping location. Driver agrees for tracking to be active throughout transit until delivery is confirmed. In order to verify detention driver must use the dwell feature inside the Trucker Tools phone applications or provide a signed BOL with Clearly defined in and out time.

Please contact your Ryan Transportation representative for step-by-step instructions for downloading the app and executing its trucking functions.

Carrier on behalf of its drivers, independent contractors or any third party assisting them with this load hereby acknowledges and agrees as follows: (i) while using Trucker Tools and other tracking software or communications with Broker or its shipper they may receive certain text messages or calls while the equipment is in operation, (ii) looking at text messages, taking calls or any other distractions while operating the equipment is illegal and may lead to serious injury, death and property damage to you or others, (iii) they will not read, answer or respond to any messages unless the equipment is stationary and parked, (iv) they will comply with all applicable federal, state, and local laws including, but not limited to, laws relating to the receipt, review or sending of messages or phone calls while the equipment is in operation, (v) they will assume all liability associated with any failure to comply with these provisions, and (vi) they jointly and severally agree to indemnify, defend and hold Broker harmless to the fullest extent permitted by law for any and all claims relating to a breach of these provisions by Carrier, its drivers, independent contractors or any third party assisting them with this load.

Any directions given by Ryan Transportation Service or its Customers, whether orally and/or electronically, are for informational purposes only. It is the Carrier's sole responsibility to confirm that it

may lawfully and safely operate its vehicle and its contents over any road, highway, bridge and/or route. Carrier shall be solely responsible for any fines, penalties, or citations that may be levied as a result of operation its vehicle equipment and its content in any way that may be found to be in violation of any regulation, law or ordinance.

**Detention Policy and Requirements:**

- Trucker Tools tracking must be used for the entirety of the load
- 2 hours free for loading and unloading, \$50/hour thereafter – max billable detention allowed is 4 hours
- Layovers are paid at a rate of \$250/day, detention and layover are not eligible to be billed concurrently
- Carrier must present BOL with signed IN/OUT times from valid shipping or receiving employee
- Carrier must be on time for scheduled shipping and delivery appointments
- Carrier must notify Ryan Transportation via email 1 hour prior to the start of detention
- All detention requests must be made via written request within 24 hours of the occurrence

A banner for RTS Carrier Services. On the left, the letters "RTS" are in a large, bold, black font, with "CARRIER" in a smaller, bold, black font directly below them. To the right of this logo, the text "Save on Fuel and Much More" is written in a bold, black font. Below this, in a smaller, regular black font, is the sentence: "Our affiliate, RTS Carrier Services, provides industry-leading tires, maintenance, paperwork, medical clinic visits and more." The entire banner has a light gray, textured background.

**RTS**  
CARRIER

**Save on Fuel and Much More**

Our affiliate, RTS Carrier Services, provides industry-leading tires, maintenance, paperwork, medical clinic visits and more.

**Ryan Transportation**

9350 Metcalf Ave.

Overland Park, KS 66212

(877) 519-1984

[www.ryantrans.com](http://www.ryantrans.com)



## INVOICE

**BILL TO:**

RYAN TRANSPORTATION SERVICE INC  
9350 METCALF AVE  
OVERLAND PARK, KS 66212

**INVOICE DATE:** 08/26/2024**INVOICE #:** 4464769**TERMS:** NET 30**DUE DATE:** 09/26/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
08/19/2024		75 E State Rd 4, Hoisington, KS 67544 - 51 Madison Blvd, Canastota, NY 13032			
		Freight Income	1	\$3,200.00	\$3,200.00

**TOTAL**

\$3,200.00

**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**





HOISINGTON PLANT | 75 E. STATE RD 4 | HOISINGTON, KS 67544

Ship To: Prime Materials Recovery, Inc.  
8035168455  
51 Madison BLVD  
Canastota, NY 13032

Bill To: SUPERIOR ESSEX / TRANZACT  
360 W BUTTERFIELD RD STE 400  
ELMHURST, IL 60126

Bill of Lading ID: HBL000838

Date Shipped	Carrier	Contract	Trailer Number	Seal Number
2024-08-19	Ryan Transportation Servi		R3	4647915

Special Instructions: PVC SCRAP FOR RECYCLING

Bales	Barrels	Boxes	Coils	Pallets
8	0	38	2	0
Total Gross 42482		Total Tare 3303		Total Net 39179



*Smf* S. Sgroi - PMR  
8-21-24

Subject to section 7 of the conditions. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Superior Essex  
Shipper

Carrier

Date