BUCHANAN LOGISTICS, INC. MC# 431807

4625 Industrial Rd Fort Wayne, IN 46825



Phone: 260-471-1877 Ext:2164 24/7 & Afterhours 260-471-1877 Option 3 Page 1 of 2

FAX: 260-918-1722 Email: mamentzer@buchananhauling.com Buchanan Order # 3017534

Carrier: BRZ Contact: Conor

BURBANK IL 60459 **Phone:** 708-303-5150

Order Date: 09/11/2024 1348 Fax:

Driver Name: Commodity: OIL MISC.

Driver Cell: Weight: 40472.0 Trailer: VAN
Carrier Tractor: Order Value: \$100,000.00emperature range:

Carrier Trailer: Reference: 82742602

PU 1 Name: ERDNERS NORTHEAST WAREHOUSE Date: 09/13/2024 1100

PU 1 Name: ERDNERS NORTHEAST WAREHOUSE Address: 395 PEDRICKTOWN ROAD

SET 48 HRS AHEAD Pickup #:

LOGAN TOWNSHIPNJ 08085 Driver Load: N

Reference number: SI 4900396935
Reference number: SO 2437311132
Reference number: SI 4900396935

SO 2 Name: DELTA ONE STORAGE Date: 09/16/2024 0800

Address: 131 MCCORMICK DR

PORT BARRE LA 70577 Driver Load: N

Reference number: SO 2437311132 Reference number: SI 4900396935

Payment Carrier Freight Pay: \$2,300.00

Total Carrier Pay: \$2,300.00 USD



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

Trucker Tools must be accepted and tracking on all loads for the duration of the load. If Trucker Tools is not tracking at the time of pick up appointment or before we will not be able to get detention. If the driver on the load changes we must be made aware of the change immediately in order to update Trucker Tools. Failure to follow Trucker Tools rules can result in a rate deduction and no detention. If BOL with IN and OUT times isn't received in 24 hours from delivery to broker we will not be able to get detention. If you send in your invoice without detention and the load is billed detention will be forfeited. No pets or non CDL passengers are allowed on site at the shipper or receiver. All drivers must be able to speak English. Drivers are required to have PPE pants, sleeves, hard hat, safety glasses, closed toe shoes. We will need truck and trailer number for all loads, if it changes, we must be made aware of the change immediately. Please have the driver check in as Buchanan Hauling and Rigging to avoid confusion. For drop trailer loads it may take 4-6 hours to get your trailer back. Detention consideration starts 4 hours after the preload time, in order for detention to be considered the driver must put the DATE and TIMES IN AND OUT on the BOL. Any behavior that is viewed as disrespectful or unacceptable (at the shipper or consignee) can result in a rate deduction and/or carrier being placed on do not use list. The loading/unloading times on the rate confirmation are firm. If you attempt to go in early or late to the shipper or consignee you may be subject to a rate deduction. If you have a reefer it must be approved prior to loading. All loads are subject to weigh up to 44,000# and no extra pay will be given. Wal-Mart deliveries can take up to 3 hours. Walmart will not offload any trailers of competitors, Amazon, Target etc. Detention will start 3 hours after Walmart/ Sams Club/ Amazon delivery appt times at \$35 an hour.

Please Sign: Conor Smith

(X) Accept

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- 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.

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 - ***To verify account credentials e-mail carrierportal@buchananhauling.com

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 - ***To verify account credentials e-mail carrierportal@buchananhauling.com



INVOICE

BILL TO: BUCHANAN LOGISTICS INC 4625 INDUSTRIAL ROAD FORT WAYNE, IN 46825 INVOICE DATE: 09/16/2024 INVOICE #: 3017534 TERMS: NET 30 DUE DATE: 10/16/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
09/13/2024		395 Pedricktown Rd, Swedesboro, NJ 08085, USA - 131 McCormick Dr, Port Barre, LA 70577, USA			
		Freight Income	1	\$2,300.00	\$2,300.00

TOTAL	
\$2,300.00	

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

Straight Bill of Lading Original - Not Negotiable	Shipper: ExxonMobil Oil Corporation	BOL Number 8045415612	Ship Date 09/13/2024	Trailer: W970 Seals: 01051	
Freight for the account of: Corigin (Plant No) ExxonMobil Oil Corporation Co Ryder 39550 West 13 Mile Rd Novi, MI 48377 Corigin (Plant No) LOGAN TOWNSHIP,NJ-KEN:A2J9 395 PEDRICKTOWN ROAD LOGAN TOWNSHIP NJ US 08085		Destination (Ship-to) 10601F4 DIXIE STORAGE LWH:LUB:3862 131 MCCORMICK DR. Port Barre LA US 70577		Reference No. Order No.: 4900396935 Purchase Order: Ship Ref.: Ext. Ship #: 82742602	
SCAC Code: RBUH Cerrier: RYDER INTEGRATED LOGISTICS RYDER BUCHANAN HAULING & RIGGING		Sold-To Customer 00010601F4 1975-DIXIE STORAGE		DAT Delivered	Terms

Material Code	Quantity	UOM		Material Description	Weight LB
124317	1,430	EA	MOBIL 1 5W30 CASE 3X5UQL	Rec. 22 Pollets	40,473
				9/16/24	
				Jorda T.h	3.0

Message

* This Shipment Contains Oil *

Total Weight: 40,473 LB Verified Gross Mass: Total Pieces: 1,430

The carrier hereon, by signing this bill of lading (BOL) acknowledges receipt from ExxonMobil Oil Corporation, the property described hereon, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated hereon, which said carrier (being understood throughout this BOL to mean any person or corporation in possession of the property) agrees to carry to its usual place of delivery at said destination, otherwise to deliver to another carrier to said destination. It is mutually agreed, as to each carrier of said property over said route to destination and as to each party at any time interested in said property, that every service to be performed hereunder shall be subject to the contract. In event of conflict with Uniform Straight Bill of Lading (USBOL) such contract (and this BOL) shall govern and take precedence. To extent USBOL applies, the exceptions 1-4 below apply.

This BOL does not in and of itself constitute a contract of carriage. If prepaid shipment, this BOL is subject to contract in effect between carrier and shipper or ExxonMobil's third party logistics provider. In event of a conflict with USBOL, such contract (and this BOL) shall govern and take precedence. In the absence of such contract or to extent USBOL applies, then these exceptions apply:

- 1. Burden of proof as to damage or loss remains with the carrier. Shipper establishes prima facie case by evidence (1) that the cargo was tendered to the carrier in good condition, (2) that cargo was received in damaged condition or otherwise lost, and (3) setting forth value of damage or loss.
- 2. Carrier listed on BOL and carrier in possession of goods at the time of loss or damage are liable to the shipper.
- 3. Liability limitations shall only apply if cargo value has been stated by shipper or agreed upon in writing as released value.
- 4. Delete USBOL Clauses 1(a), 1(b), 3(b) and 5(a) revised 8/13/16, or analogous provisions in third-party logistics provider's contract with the carrier.

If a freight collect shipment: this BOL is receipt of goods only and carrier shall have no recourse against consignor for payment of freight and other charges for such freight collect shipments.

If bulk truck: The carrier certifies that the cargo tank supplied for this shipment is a proper container for the transportation of this commodity as described by the shipper.

The fiber boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Uniform and National Motor Freight Classifications.

Carrier hereby certifies it agrees with all terms and conditions of this BOL as stated herein.

FOR HELP IN EMERGENCIES INVOLVING SPILL, LEAK, FIRE OR EXPOSURE CALL CHEMTREC TOLL FREE (800)424-9300 DAY OR NIGHT.

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.

NOTE: Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

er

Kellie McCleary

Shipper Signature

SEP 13 2024

Carrier Signature

Print Date: 09/13/2024 13:37:44 Page: 1 / 1

CUSTOMER COPY

