**BUCHANAN LOGISTICS, INC. MC# 431807** 

4625 Industrial Rd



Fort Wayne, IN 46825

Page 1 of 2 Phone: 260-471-1877 Ext:2169 24/7 & Afterhours 260-471-1877 Option 3

FAX: 260-918-1722 Email: bshuler@buchananhauling.com Buchanan Order # 3020446

Carrier: ROYAL3 INC

**CHICAGO** 

IL 60638

Phone: 630-485-7370 x308 Fax:

Order Date: 09/18/2024 1121

**Driver Name:**titus **Driver Cell:** 

Commodity: PLO 3000 LB NET BB (UL)

Weiaht: 41871.8

Trailer: VAN

Contact: Robert Jovanovic

Carrier Tractor:

Order Value: \$250,000.00emperature range:

Carrier Trailer:

Reference: 0003395104

PU 1 Name: FREEPORT MCMORAN MINE Date: 09/17/2024 0600

Address: 40655 WEST BAGDAD TRANSFER STATION ROAD

09/18/2024 1400

Pickup #:

**BAGDAD** 

AZ 86321

Driver Load: N

Reference number:

SI 0003395104

Reference number:

0003395104 SI

SO 2 Name: FREEPORT MCMORAN Address: 2598 HIGHWAY 61 SOUTH Date: 09/20/2024 0700

09/20/2024 1430

FORT MADISON IA 52627

SI

Driver Load: N

Reference number:

0003395104

Carrier Freight Pay: **Payment** 

\$3,100.00

**Total Carrier Pay:** 

\$3,100.00 USD

Instructions

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

FREEPORT MCMORAN MINE - ADDITIONAL EQUIPMENT REQUIRED: Drivers need to arrive with (6) 3 ratchet straps, rated for 6,000 lbs. to secure the load. No load or load bars allowed.

MUST ACCEPT TRUCKER TOOLS FOR TRACKING

IN CASE OF THEFT CALL BUCHANAN HAULING ASAP 260-471-1877 or CELL 260-402-4915---NO OTHER MATERIAL OR FREIGHT CAN BE ON/IN TRAILER. FAILURE TO COMPLY WILL RESULT IN \$0 PAYMENT FOR LOAD ---- MUST HAVE PROPPER PPE -- VANS MUST BE 7YRS OR NEWER ---MUST BE SWING DOOR---MUST BE ABLE TO SPEAK / READ / WRITE AND UNDERSTAND ENGLISH, THERE IS A VIDEO AND TEST THAT MUST BE TAKEN FOR SAFTEY\*\*\*

FREEPORT MCMORAN MINE - Order / BOL 0003395104 -- Release # 139081330

FREEPORT MCMORAN - APT REQUIRED

ANY TRUCK AFTER 1300 WILL BE A WORK IN FOR DELIVERY.

Please Sign: Robert Jovanovic

(X) Accept

() Dedine



Carrier shall be subject to the Terms and Conditions set forth in the Transportation Brokerage Contract (the "Brokerage Contract"). By accepting the below terms and conditions, you are also agreeing to the terms of the Brokerage Contract, a copy of which is available at www.buchananhauling.com. If you have previously signed the Brokerage Contract with Buchanan, the most recent signed contract is still in effect. By signing below and committing to picking up this shipment and performing any work for Broker, you are accepting the terms below and the Brokerage Contract without modification.

- 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.

  15. Failure to accept and utilize Trucker Tools at any time throughout shipment could result in \$250 rate deduction and forfeiture of detention/addition assessorial.

  \*\*\*ALL DOCUMENTS MUST BE UPLOADED WITHIN 72 HOURS TO: HTTPS://BHRI.LOADTRACKING.COM/IM.
  - \*\*\*To verify account credentials e-mail <a href="mailto:carrierportal@buchananhauling.com">carrierportal@buchananhauling.com</a>



# **INVOICE**

BILL TO: BUCHANAN LOGISTICS INC 4625 INDUSTRIAL ROAD FORT WAYNE, IN 46825 INVOICE DATE: 09/20/2024 INVOICE #: 3020446 TERMS: NET 30 DUE DATE: 10/20/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
09/18/2024		40655 W Bagdad Transfer Sta Rd, Bagdad, AZ 86321, USA - 2598 Highway 61 South, Fort Madison, IA 52627			
		Freight Income	1	\$3,100.00	\$3,100.00

TOTAL	
\$3,100.00	

#### 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

## BILL OF LADING - SHORT FORM - ORIGINAL - NOT NEGOTIABLE

**BOL No 3395104** 

RECEIVED, subject to the classification and tariffs in effect on the date of the tasse of the Bill of Lading, the property described below, in apparent good order, except an noted (contents and condition of contents of sackages unknown), marked consigned, and dealined as indicated below, which said content the word carrier being understood throughout this contract as reserving any person or occuparation in possession of the important under the contract) agrees to carry to tas useful places of dealined on dealined on, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mulaufly agreed, as to early carrier of all or any of said property over all or any portion of said route to destination, and as to sach party at any time interested in all or any of said property, that every services to be performed hereunder shall be subject to all three terms and conditions of the Uniform Connectic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a real or a real-water shipment, or (2) in the applicable motor carrier classification or teriff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or teriff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.



Freeport-McMoRan Bagdad Inc. 40655 West Bagdad Transfer Station Penact Phone: (866)928-0789 Bagdad AZ 86321

**Emergency Contact: CARECHEM 24** FMI Customer Number: FREEPORT

17 SEP 2024 Ship Date

#### Consigned to

Ft Madison Conversion Plant Climax Molybdenum Company 2598 Highway 61 South 7miles South of Ft Madison Fort Madison IA 52627-0000

For the account of Fort Madison

Vessel Name Voyage No **Booking No** Seal 1 Seal 2

Delivery Date 20 SEP 2024 Delivery No 803587509 Order No 4600076983

Inco Terms FCA Fort Madison

if this shipment is to be delivered If this proprient is to be delivered the consigner without recourse the consignor, the consignor straign the following statement: The carrier shall not make deliver

Subject to section 7 of condition

of this shipment without payment freight and all other lawful charges

Christie Walls

(Signature of Consigno

If charges are to be prepaid, with or stamp here, "To Be Prepaid."

### To Be Prepaid

Shipper's imprint in lieu of stan not a part of the bill of ladir approved by the Intersti Commerce Commission.

Note: Where the rate is depend on value, shippers are required state specifically in writing t agreed or declared value of t property

The agreed or declared value the property is hereby specifical stated by the shipper to be a exceeding

This shipment is correctly describ Correct weight is \_

Subject to verification by I Western Weighing and Inspect Bureau according to agreement.

This is to certify that the abc named materials are prope classified, described packag-marked, and labeled and are proper condition for transportat according to applicable regulation of the department of transportation

Per Christie Walls

(Signature of Consigno

\* If the shipment moves between "If the engineer moves between the ports by a carrier by water, it law requires that the bill of tide shall state whether it is "carrier's shipper's weight".

Scale ticket No Vehicle No Release No Carrier **Buchanan Logistics Inc** 139081330 Bar Code / \* Tare \* Net \* Gross Piece Pallet Material **Batch No** Lbs Lbs Lbs Count Count Description BAPLC02051 41,830 41,872 Pressure Leached Oxide 3000 LB Net Bulk Bag (Unlined) 14 REACH Registration No(s): 01-2119488038-30-0000 NMFC: Item 12850 Class 60 42 41,830 41,872 Total for delivery 803587509 14 42 41.830 41.872 Total for BOL 3395104 14

> ORIGINAL TO SECURITY GATE g. 20.21 Klenda Knauer

Placard required

YES NO

Placard supplied

NO / Furnished by Carrier

\*\* This signature by the Oriver affirms Driver's acceptance of the load as secured prior to departure of this shipment and provides verification that this load has been personally inspected by the Driver and found to be properly loaded, distributed, secured, braced and otherwise properly prepared for safe and road worthy transit.

Shipper, per Carrier

\*\* Driver Signature

Drivers License #

Christie Walls Buchanap Legistics In