

**CONTRACT RATE AGREEMENT**  
BETWEEN:  
**PRODUCTIVE TRANSPORTATION INC.**  
530 GRAND ISLAND BLVD., TONAWANDA, NY 14150

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<b>AND:</b>	R A C TRANSPORTATION LLC	Phone: 908-274-6331
Order#:	259185	Fax:
Reference#:	BL#	Equipment: 53V
Attn:	Wilmer	Dispatcher: LINDA SINCLAIR
		Extension: 240

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**Pickup At**

CHAMPION CONTAINER CORP 973-925-8020 90 6th AVENUE TRUCK BAYS ON 5TH AVENUE PATERSON,NJ/ 07501 Instructions: CLOSED 12PM-12:30PM FOR LUNCH	ARRIVAL: 10/29/21 07:30 DEPARTURE: 10/29/21 15:00 COMMODITY: PLASTIC PAILS & LIDS WEIGHT: 12000 PIECES: 21.00	MILES:
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**Deliver To**

BUFFALO TRANSPORT 877-280-7908 21 Lasalle Avenue  BUFFALO,NY/ 14207 Instructions: BY APPT	ARRIVAL: 11/01/21 11:00 DEPARTURE: 11/01/21 11:00 COMMODITY: PLASTIC PAILS & LIDS WEIGHT: 12000 PIECES: 21.00	MILES: 368
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**Remarks:** 21 PLTS 12,000#, PLASTIC PAILS & LIDS, NEED SWING DOOR 53 FOOT TRAILER - NEED PICKUP NUMBER FROM CUSTOMER

**Pay Summary:**

FLAT RATE:	\$1,400.00
FUEL SURCHARGE:	\$0.00
OTHER:	\$0.00
TOTAL:	<u>\$1,400.00</u>

**PRODUCTIVE TRANSPORTATION MUST DISPATCH DRIVER TO VALIDATE RATE CONTRACT.  
HAVE DRIVER CALL FOR PICK-UP INFORMATION  
AND WHEN EMPTY FOR A RELEASE NUMBER**

**ANY/ALL ADDITIONAL** charges **MUST** be approved by **PRODUCTIVE TRANSPORTATION INC** in writing. Without this written approval **NO OTHER CHARGES** will be paid other than this initial confirmed rate.

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Any "SEALED trailer load, "Refused" without consignee approval on the Bill of Lading stating: "Seal Intact at time of delivery" and signed by consignee will be returned at "carrier's expense" to the original shipper and/or designated point by the shipper of record

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THIS RATE CONFIRMATION MUST BE SIGNED AND EMAILED OR FAXED BACK BEFORE PAYMENT CAN BE MADE.

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- THE DRIVER IS RESPONSIBLE FOR PIECE AND COUNT UNLESS THE B.O.L. IS SIGNED "SHIPPER LOAD AND COUNT"
- IF THE DRIVER HAS TO UNLOAD AND WASN'T INFORMED, HE MUST CALL AND GET APPROVAL FROM A PRODUCTIVE TRANSPORTATION EMPLOYEE AND HAVE IT NOTED ON THE BILLS
- TO EXPIDITE FREIGHT PAYMENT THE DRIVER MUST GET A RELEASE NUMBER AND PUT IT ON THE B.O.L. OR FREIGHT BILLS
- **UPON SIGNING THIS CONTRACT, YOU ALSO AGREE THAT YOU WILL NOT REBROKER THIS LOAD TO ANOTHER CARRIER.**
- **Unless the "Carrier" receives a waiver in writing from the "Shipper or Broker," a "Carriers Liability" for the freight or cargo lost, damaged or otherwise not delivered to the final destination is an amount equal to the replacement value of such goods stated on the bill of lading.**
- Carrier's cargo insurance policy must not exclude from coverage any commodities or cargo carried on this order. If carrier's cargo insurance policy contains a schedule of covered vehicles, carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on carrier's cargo insurance policy.
- Notice: Delivery and Pick-up dates and hours will not require the driver to violate hours of service regulations. Routing Instructions are for informational purposes only.
- Productive Transportation Inc. requires that Carrier provide tracking updates, for this shipment via phone or e-mail to [info@PTibuffalo.com](mailto:info@PTibuffalo.com) (unless otherwise specified on the confirmation)
  - Arrival at and departure from Shipper(s) within thirty (30) minutes of occurrence.
  - A minimum of one check call per day, prior to 9 am, each day that Carrier is in possession of this shipment
  - Arrival at and departure from Receiver(s) within thirty (30) minutes of occurrence.

**APPENDIX A**  
**SANITARY TRANSPORTATION ACT APRIL 2017 & SEALED LOADS**

CARRIER represents and warrants that all transportation and handling of food or food related products shall be conducted in accordance with the law and shall be performed under conditions that will protect against physical, chemical and microbial contamination, as well as against deterioration of the food. CARRIER shall fully comply with all state, federal and local laws and regulations regarding handling of food product including, but not limited, the Sanitary Food Transportation Act of 2017 and those requirements imposed by the FDA and the U.S. Department of Agriculture ("USDA").

In addition, CARRIER shall comply with such government guidelines regarding transportation and/or handling of food products as are applicable to its operations. Such guidance documents include, but are not limited to, the FDA's "Bulk Over-the-Road Food Tanker Transport Safety and Security Guidelines," and "Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance," and compliance with the USDA's "Guide for Security Practices in Transporting Agricultural and Food Commodities," and its "FSIS Safety and Security Guidelines for the Transportation and Distribution of Meat, Poultry, and Egg Products" guide.

Companies are taking extra precautions regarding contamination of their products-beginning with raw materials and food products that are transported. If upon delivery by Carrier, the trailer seal is broken without the receiver's authorization, they may consider the product possibly damaged and/or tampered with. Their Quality Control (QC) and/or Quality Assurance (QA) people may be called and the shipment(s) may be refused for non-compliance of "TRUCK DRIVER SEAL RESPONSIBILITY" as outlined below.

CARRIER REPRESENTS AND WARRANTS THAT IT WILL TELL ITS DRIVERS NOT TO BREAK ANY SEAL AT ANY TIME AND THAT THE RECEIVER IS THE ONLY PERSON ALLOWED TO BREAK SEALS. IF THERE IS SOMEONE REQUESTING A DRIVER TO BREAK A SEAL OR ANYONE ELSE BREAKS THE SEAL-THE TRUCK DRIVER AND CARRIER ARE TO CONTACT PRODUCTIVE TRANSPORTATION INC IMMEDIATELY, AT 800-466-1900. IF INCIDENT HAPPENS AFTER NORMAL BUSINESS HOURS, PLEASE FOLLOW INSTRUCTIONS GIVEN BY AUTO ATTENDANT.

Carrier represents and warrants that it will comply with the following "TRUCK DRIVER SEAL RESPONSIBILITY" POLICY.

- \*DRIVERS MUST VERIFY SEAL # UPON LOADING AND VERIFY # MATCHES SEAL # ON WRITTEN ON BOL
- \*DRIVER MUST CALL IN SEAL # PRIOR TO LEAVING SHIPPER
- \*DRIVER MUST CHECK CALL DAILY AND VERIFY SEAL IS STILL INTACT
- \*DRIVERS MUST CALL UN UPON DELIVERY; VERIFYING SEAL WAS BROKEN ONLY BY RECIEVER AND SEAL # MATCHED # ON BOL

In the event of a broken security seal, the load may be turned away and rejected by the consignee. This includes unreadable numbers or non-matching numbers with the BOL. The receiving manager will be notified along with the carrier's dispatcher and a representative from the facility where the load originated. The shipment will be returned to origin at the carrier's expense. All applicable freight charges will be suspended, and original rate confirmation/contract will be voided. Upon return of the freight to original origin, carrier maybe held responsible for cargo claim if the freight is found not to be reusable.

Pertaining to an inspection where the seal must be broken, the truck driver is responsible to have the authorities indicate by stating directly on the BOL, that the seal was broken in their presence

THE FOLLOWING INFORMATION MUST BE CALLED IN IMMEDIATELY TO PRODUCTIVE TRANSPORTATION INC

- \*LOCATION OF THE SEAL BEING BROKEN
- \*AGENT/OFFICER NAME
- \*AGENT/ OFFICER BADGE NUMBER
- \*PHONE NUMBER OF AGENCY AND/OR LOCAL AUTHORITY

Truck driver is responsible to have the authorities re-seal truck with their authorized own seal and identify doing so directly on the BOL.

If seal must be broken for any reason – truck driver and carrier are responsible to contact 24 hours on call person immediately at 800-466-1900 and follow hour's instructions. This process will help secure all products during transportation and will remove all unnecessary risks to the customers, suppliers, carriers and Productive Transportation Inc. We appreciate your cooperation.

**APPENDIX B**  
**California Air Resources Board or ARB**

Beginning **January 1, 2013**, the California Air Resources Board (CARB) will be implementing new requirements under the Transport Refrigeration Unit (TRU) Regulation that were added in the 2011 Amendments, approved by the ARB on October 21, 2011. The intent of these new requirements is to ensure that the businesses that hire carriers to haul perishable goods in California hire only carriers that either, dispatch or own, equipment that meets the TRU Regulation's performance standards. By accepting the loads tendered to you by Productive Transportation, you represent and warrant that your company is in compliance with these regulations and requirements.

For more information see: <http://www.arb.ca.gov/diesel/tru/tru.htm>

The undersigned hereby declares, warrants, and represents, that they have completely read and fully understand and voluntarily accept the above policies stated herein.

**Authorized of Company Employee:**

For R A C TRANSPORTATION LLC - Sign Here ↑

**LINDA SINCLAIR**

**PRODUCTIVE TRANSPORTATION INC.**

PRINT NAME:

*WALTER G ALDAS*

Upon completion/delivery of shipment please remit freight invoice with signed bill of lading (proof of delivery) and any additional paperwork to:

[AP530@PTIbuffalo.com](mailto:AP530@PTIbuffalo.com)

OR TO THE ATTN: OF ACCOUNTS PAYABLE @  
PRODUCTIVE TRANSPORTATION INC.  
530 GRAND ISLAND BLVD.  
TONAWANDA, NY 14150

Net 30 days from time of receipt in house.  
Carrier must include Invoice and POD to  
validate receipt.

**NY/NJ Toll Free: 800-777-5656 FAX: 716-877-6331 DRIVER#: 800-536-9500**  
**WNY Toll Free: 800-466-1900 FAX: 716-877-6331 DRIVER#: 800-777-5656**

