

**Bill to:**

Spot Freight  
445 North Pennsylvania Ste 701,  
Indianapolis,  
IN,  
46201

Invoice Date: 07/03/2023

Invoice #: S1771103

Terms: NET 30

Due Date: 08/03/2023

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
07/02/2023		650 Berry Rd, Nichols, NY 13812, USA - 75 Cascade Boulevard, Milford, CT 06460, USA			
			1	900	900

TOTAL
900

**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**



251 NORTH ILLINOIS STREET  
SUITE 1200  
INDIANAPOLIS, IN 46204  
PH #: 866-971-SPOT (7768)  
FAX #: 317-635-6357

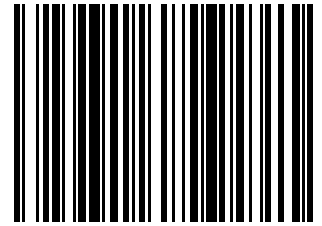
Email: [logistics@spotinc.com](mailto:logistics@spotinc.com)

Standard

## Carrier Rate Confirmation

CARRIER TO CHECK IN WITH AND OBTAIN LOAD  
REQUIREMENTS FROM SPOT FREIGHT 866-971-7768  
OPTION # 1

S1771103



### SHIPMENT DETAILS

**Carrier: ROYAL3 INC C17780**

Shipment #	# of Pick ups	# of Deliveries	Origin	Destination	Team Required
S1771103	1	1	Nichols, NY 13812	Milford, CT 06460	No

Miles	Weight*	Pickup Date & Time	Delivery Date & Time
241.80	6250.00	7/2/2023 11:00:00	7/3/2023 9:30:00

\*This is an approximate weight. Spot Freight will not be held liable if the actual weight does not match the weight on the rate confirmation.

#### Special Instructions

D1796475: TRAILER PHOTOS REQUIRED. TRACKING IS REQUIRED FOR THIS LOAD. THERE WILL BE LATE FEE IF LATE TO DELIVERY

#### References

sid - 160953835

release - 146189

po - 0350146189

TN - 192594834

### RATE DETAILS

Description	Type	Units	Method	Rate	Total
Line Haul	Flat	1.00	Flat	\$774.26	\$774.26
Fuel Surcharge	PerMile	241.80	PerMile	\$0.52	\$125.74
					<b>\$900.00</b>

### FREIGHT DETAILS

Equipment Requirements	Dry (Van)	Shipment Requirements	Record Seal #
	At least 53'		
	Swing Doors		
	Food Grade		
	Plate Construction		
	Wide Van		

Stop #1  
Crown Cork and Seal  
650 Berry Rd  
Nichols, NY 13812  
Pickup: 7/2/2023 11:00:00  
Load Style: Live

Distance: 0

Order : D1796475

Directions:  
1. Must check in for Spot Freight  
2. Must check in with the Customer name you are delivering to.  
3. Must check in with the Release number  
4. Can not arrive more than 2 hours before pick up appointment

All shipments from this facility must be sealed. Drivers are required to call Spot and report their Seal # prior to leaving the shipper: 317-635-6207 ext. 110.

Take Exit 63 if coming east or west Turn towards the gas station. Then when you see the Large Best buy Distribution center, pretend like you are delivering to Best Buy by taking Berry road. Once on Berry continue past Best Buy and Crown is the next building on the Left.

There is Lounsberry Truck Stop behind the Valero Gas station off the highway that is good for overnight parking and waiting for pick up appointments.

Please do not call Nichols directly via phone. They have requested all communication flow through their portal. If you need assistance please call 317.635.6207 x110 afterhours.

Carrier Instructions:

Driver Instructions:

Type	Reference #
RELEASE	146189
PO	0350146189
PICKUP	0350146189

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
6250	Skid (25)	No	ENRGDRCANS			

Stop #2  
Athletic Brewing Company LLC  
75 Cascade Boulevard  
Milford, CT 06460  
Dropoff: 7/3/2023 9:30:00  
Load Style: Live

Distance: 241.8

Order : D1796475

Directions:

Carrier Instructions:

Driver Instructions:

Type	Reference #
delivery	3303109
PO	0350146189
PICKUP	0350146189

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
6250	Skid (25)	No	ENRGDRCANS			

\*This is an approximate weight. Spot Freight will not be held liable if the actual weight does not match the weight on the rate confirmation.

## STANDARD LUMPER POLICY

Receipts must be submitted at <https://v2.red-trucks.com> or on our RED Driver app within 2 business days of delivery unless stated otherwise in the special instructions or receipts will not be reimbursed. It is the responsibility of the carrier to upload any receipts associated with this shipment.

**Note: Spot, Inc. will not send updated rate confirmations with lumper amounts added. We will reimburse but only if the above steps are followed.**

## STANDARD TERMS AND CONDITIONS (Version 10/1/15):

THIS FREIGHT IS NOT TO BE CONSOLIDATED WITH ANY OTHER FREIGHT WITHOUT WRITTEN PERMISSION FROM SPOT FREIGHT. THE PROVIDED RATE IS FOR EXCLUSIVE USE OF EQUIPMENT ONLY.

BY ACCEPTING THIS SHIPMENT FOR TRANSPORTATION, REGARDLESS OF WHETHER SIGNED BELOW, CARRIER AGREES THAT THE FOLLOWING STANDARD TERMS AND CONDITIONS APPLY ON THIS AND ANY SUBSEQUENT SHIPMENTS TENDERED TO IT BY SPOT FREIGHT (UNLESS A MORE RECENT VERSION OF THESE TERMS AND CONDITIONS IS SUBSEQUENTLY PROVIDED TO CARRIER BY SPOT FREIGHT).

**NOTE :** Some shippers / consignees have accessorial requirements or rates that differ from Spot Freight's standard requirements and rates. Those requirements and rates will be listed in the "Special Instructions" section on the rate confirmation and will supersede the standard requirements and rates below.

### DIRECTIONS & REQUIREMENTS

Any directions given by Spot Freight, or its customers, whether orally or electronically are for information purposes only.

It is the carrier's sole responsibility to confirm that it may lawfully and safely operate its vehicle and 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 operating its vehicle and contents in a way that may be in violation of any regulation, law, or ordinance. Carrier is responsible for compliance with all FMCSA rules and regulations, including but not limited to Hours of Service compliance. Carrier warrants the driver assigned to this shipment has sufficient hours available to complete the delivery and remain in compliance with the Hours of Service rules. In the event Spot Freight is erroneously listed as the "carrier" on the Bill of Lading, the Carrier agrees that Spot Freight's role is as a property broker only and despite any incorrect designation on the Bill of Lading, Carrier is, for all purposes, the "carrier".

### STANDARD DRIVER RESPONSIBILITIES

1. By signing the Bill of Lading ("BOL") the driver agrees to be responsible for the condition and count of the load and the way it is loaded. If Driver is requested to count and verify the pallet count, piece count or condition of the product by shipper, the driver agrees to verify that such information on the BOL is correct.
2. Driver agrees to confirm that the information on the BOL (Pallet Count, Weight, Product, Shipper location(s) and Consignee Location(s)) matches the order information on the load confirmation sent to the carrier. In the event that the BOL does not match the rate confirmation, the driver / carrier agrees to notify Spot Freight at 866.971.7768 ext. 101 before leaving the shipper's facility. If Driver does not notify Spot Freight, then the Carrier agrees to pay all costs and expenses incurred by Spot Freight as a result of driver's failure to match information on the BOL to the order information on the load confirmation sent to the carrier.
3. Driver agrees to leave all sealed loads sealed until broken by the consignee or designated party.

**If driver breaks seal without permission or does not put seal provided on the trailer, Carrier agrees to pay claimant for full value of the freight. Carrier is responsible for freight charges to return rejected product to reconsigned location specified by Spot Freight. Carrier will also be responsible for any consequential damages, production downtime or other claims related to broken seals, failure to seal load, late delivery or other service failures.**

4. Driver agrees to call Spot Freight at 866.971.7768 ext. 101 immediately for any expected pickup or delivery delays, safety or claim issues.

### STANDARD ACCESSORIAL POLICY

In order to be eligible for accessorial payment, all of the following requirements MUST be completed. Carrier agrees that failure to meet the requirements will result in a forfeiture of reimbursement/compensation. Accessorial rates may vary by shipment.

1. CARRIER MUST BE ON TIME FOR SCHEDULED APPOINTMENT. DRIVERS THAT ARRIVE LATE ARE NOT ELIGIBLE FOR COMPENSATION.
2. After 2 hours at the facility, Carrier must notify broker/company contact listed above that the truck is being held and detention is being requested.
3. Arrival and Departure times should be documented on the BOL/POD with the times signed or stamped by shipper/consignee. If shipper/consignee refuses to sign, then Spot Freight must be notified of in/out times upon actual arrival/departure. In such instances, ELD/GPS tracking may be accepted as proof of arrival/departure times and will need to be submitted within seven (7) days of delivery.
4. All requests for accessorials must be submitted within 12 hours of delivery. An accessorial request can be submitted either via [www.red-trucks.com](http://www.red-trucks.com) carrier portal by creating a new case within the shipment, or via our website at [www.spotinc.com](http://www.spotinc.com). All requests must include a clear, legible copy of the BOL/POD or the request will not be processed.

In order for freight charges to be paid, Carrier agrees to submit the following.

### STANDARD INVOICING REQUIREMENTS

1. Signed Spot Freight rate confirmation.
2. Carrier invoice referencing Spot Freight's order number.
3. Signed Bill of Lading.

4. Lumper receipts or accessorial receipts when applicable.

5. Any other load specific documents that may be required.

## **STANDARD PAYMENT OPTIONS FOR SUBMITTING INVOICES**

1. Email documents to: [redbilling@spotinc.com](mailto:redbilling@spotinc.com)

2. Upload invoice to [www.red-trucks.com](http://www.red-trucks.com)

3. Mail to: Spot Freight, Inc. 251 North Illinois Street Suite 1200, Indianapolis, IN 46204

## **QUICKPAY OPTIONS FOR SUBMITTING INVOICES**

1. Email documents to: [quickpay@spotinc.com](mailto:quickpay@spotinc.com)

2. Upload documents to [www.red-trucks.com](http://www.red-trucks.com)

## **PAYMENT OPTIONS**

NOTE: ALL SAME DAY PAYMENT REQUESTS MUST BE MADE BEFORE 3 P.M. EST

1. STANDARD PAYMENT: Approximately 28 days upon receipt of paperwork, a check will be mailed to your address

2. QUICK PAY: Upon receipt of paperwork (prior to 3pm EST), at T-Chek (funds same day) or ACH payment (funds in 1-2 business days) will be issued. A fee of 5% or \$10.00, whichever is greater, will be assessed. Quickpay invoices that are not sent to [quickpay@spotmyfreight.com](mailto:quickpay@spotmyfreight.com) or faxed to 317.715.9853 will not be guaranteed same day, but will be assessed the applicable fee when issued.

3. FUEL ADVANCES: WILL NOT BE ISSUED TO FIRST TIME CARRIERS

\* Will only be processed after verification that the freight has been loaded and we receive a copy of the BOL.

\* Spot Freight will advance 40% of the total rate less 5% and a \$10.00 fee.

4. \*\*Any T Chek Code that has a balance after 5 months from the issue date will be voided and all funds will be forfeited.\*\*

## **OTHER STANDARD TERMS AND CONDITIONS**

\* Carrier agrees to the terms herein in addition to those in the Broker-Carrier Agreement previously executed with Spot Freight.

\* Spot Freight, as a broker, will not be responsible for any delays, shortages, loss or damage to the shipments transported by carrier.

\* Spot Freight, in its sole discretion, shall be entitled to deduct for any loss, delay, shortage or damage from any freight charges that may be owed to the Carrier. LATE DELIVERIES MAY INCUR FINES.

\* Additional compensation will not be paid on loads that are over the tendered weight.

\* Carrier agrees to have its drivers obtain a signed bill of lading or delivery receipt from the consignee upon delivery of the load.

\* "Double-Brokering" is prohibited and Carrier shall remain primarily liable for any personal injury, including death, and/or delay claim arising from double brokering to the extent that Carrier would be liable if it performed the transportation directly. In addition, Carrier will be the sole party responsible for compensating the substitute service provider who transported the shipment and shall defend, indemnify and hold Spot Freight harmless from any demands for unpaid freight charges, including attorney fees. If broker and / or its customers remit payment to the substitute service provider, then Carrier agrees that the transportation charges on that particular shipment will be considered paid in full to Carrier.

\* Carrier agrees that it will look solely to Spot Freight for the payment of its charges and that it will not contact or pursue Spot Freight's customers or the shipper or consignee for payment of freight, accessorial or other charges owed to Carrier, and waives any right it may have to pursue anyone other than Spot Freight for payment of freight charges.

\* By accepting this shipment for transportation, Carrier agrees to all terms and conditions. Carrier warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and that it holds unexpired liability insurance for at least \$1,000,000.00 USD and unexpired cargo damage insurance of at least \$100,000.00 USD, with no exclusions noted for the cargo type

being transported on this order and no exclusions that would preclude insurance coverage in the event of personal injury or death.

\* Carrier shall indemnify broker and any shipper, consignee or receiver of freight from any claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, representative or agent of Carrier or any other person acting through or on behalf of Carrier, in connection with any act or omission of any person, including any acts or omissions of employees or agents of Carrier, while on or about the premises of any shipper, consignee or receiver of freight, and including without limitation any claims resulting from or caused in part by the negligence of broker and any shipper, consignee or receiver of freight, excepting only claims resulting from or caused by the sole negligence of the shipper, consignee, or receiver of freight.

\* Just in time shipment: Spot Freight reserves the right to repower trailer in the event of breakdown or if the driver is running behind.

\* Just in time freight: Late loads risk production issues including, and not limited to: late delivery fines, production downtime claims and rejected loads. Carrier is responsible for returning load in the instance of a rejected load.

\* Spotted Lanternfly (SLF) Permit Regulations: All carriers agree to hold and carry the proper permits within SLF quarantine areas. PA permits are acknowledged and accepted in ALL states that have quarantined counties. Quarantined counties are located in PA, NJ, VA, DE, NY, MD, WV. PA training and permits are free of charge. Any commercial vehicle moving in, to, and from the quarantined counties in these states MUST have a permit on hand. In the event that the carrier does not comply, they are subject to fines and will not be reimbursed by Spot for any fines assessed for failure to comply.\*

\* Carrier represents and warrants that it is responsible at all times for ensuring Carrier itself, all drivers and its equipment used to provide services in or through the state of California are in compliance with all regulations and requirements promulgated under California Air Resources Board's ("CARB") Transport Refrigeration Unit ("TRU") Airborne Toxic Control Measure ("ATCM") regulations, Truck and Bus regulations and Greenhouse Gas Regulation. Further Carrier also represents and warrants that it maintains compliance with any other state or federal regulations regarding emissions standards. Carrier agrees to provide evidence supporting any such compliance to Spot upon request.

## **HAZARDOUS MATERIALS**

In the event Carrier is requested to transport hazardous materials or waste requiring vehicle placarding under 49 C.F.R Part 181, Carrier represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, Carrier shall provide Broker with a copy of all such federal and state permits and registrations. Carrier further represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R Part 126(F). Carrier further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. Carrier and its drivers shall comply with all federal, state, and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 181, and 48 C.F.R. Part 397. Carrier shall indemnify and hold Spot Freight, the consignor and the consignee harmless from any fines or penalties arising out of the transportation of the shipment by Carrier.

## TEMPERATURE CONTROLLED REQUIREMENTS

**\*\*Refrigerated units MUST have the capability to download an electronic record of the unit's temperature throughout the entire transit within 24 hours of request by Spot. In the event of a cargo claim, Carrier WILL BE FULLY LIABLE for any cargo damage, if a reefer download is not available to prove product was held at proper temperature.\*\***

1. Carrier represents and warrants that it shall ensure all equipment used to provide services in or through the State of California and any other state under this Agreement is compliant with California and all other state laws, including, but not necessarily limited to all regulations and requirements promulgated under California Air Resources Board's ("CARB") Transport Refrigeration Unit ("TRU") Airborne Toxic Control Measure ("ATCM") regulation, Truck and Bus regulation and Greenhouse Gas Regulation.

2. Should Carrier elect to or be directed to utilize a trailer that has a Transport Refrigeration Unit ("TRU" or "Reefer"), regardless of whether the unit will be in operation or not during the transport of this load, Carrier or its agent certifies that any such unit will be in compliance with the in-use requirements of California's TRU regulations as stated above.

3. For details on these requirements, visit website [http://www.arb.ca.gov/diesel/tru/documents/tru\\_borchure2.pdf](http://www.arb.ca.gov/diesel/tru/documents/tru_borchure2.pdf)

4. Broker's compliance with CARB regulations and attendant administrative requirements is required by state regulation and as such does not constitute control over the Carrier or its drivers, nor establish between Broker and Carrier or its drivers any agency, joint venture, partnership or any relationship other than that of an independent contractor.

5. Carrier represents that its Cargo and Reefer Breakdown insurance have NO policy exclusions that will jeopardize coverage of the freight in case of a claim. In the event that the Carrier made an error or omission in regards to an exclusion, Carrier agrees to pay full value of the damaged freight.

6. Carrier shall defend, indemnify, and hold Spot Freight, the consignor and the consignee harmless from any fines or penalties arising out of the transportation of the shipment by Carrier.

7. Carrier is required to verify shipment temperature at origin is within the acceptable range. Failure to verify shipment temperature shall preclude Carrier from asserting the product was out of temperature at origin.

**Carrier Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**By its Authorized Agent:** \_\_\_\_\_



Please visit [www.red-trucks.com](http://www.red-trucks.com) to update information on this shipment

**PLEASE UPLOAD RATE CONFIRM TO RED-TRUCKS.COM OR EMAIL TO: [RATECONFIRMS@SPOTINC.COM](mailto:RATECONFIRMS@SPOTINC.COM)**  
**ADDITIONALLY, RATE CONFIRMATIONS AND INVOICES CAN BE FAXED TO: 317-638-2869**



## CROWN USA &amp; CANADA AND AFFILIATED COMPANIES

\*\*\*\*\* NON-NEGOTIABLE \*\*\*\*\*

\* RECEIVED, subject to the terms and conditions of the agreement between the shipper and carrier in effect on the date \*  
 \* of shipment, the property described below, in apparent good order, except as noted (contents and conditions of \*  
 \* package unknown), marked, consigned, and destined as shown below. This Bill of Lading is not subject to any tariffs \*  
 \* or classification, whether individually determined or filed with any federal or state regulatory agency, except as \*  
 \* specifically agreed to in writing by the shipper and carrier. Rate is individually determined and NOT subject to \*  
 \* filed tariffs unless otherwise stated on the face of the Bill of Lading. \*

FROM: CROWN CORK & SEAL USA, INC. TET03576  
 650 BERRY ROAD PHONE  
 NICHOLS, NY 13812 EMAIL

SHIPPERS NO. 350131447\*  
 FAX

SHIP PLANT 35 DATE: 7/02/2023  
 BILL PLANT 35 TIME: 1117  
 CARRIER PHONE 317-452-4908  
 VEHICLE LENGTH 53 NUMBER W94924  
 \*\*\*\*\*  
 \* PREPAID \*  
 \*\*\*\*\*

To: ATHLETIC BREWING COMPANY LLC  
 75 CASCADE BOULEVARD

MILFORD, CT 06460

CARRIER NAME: SPOT INC  
 EMAIL RAYMOND.MURRAY@CROWNCORK.COM  
 BOL NOTE:

/S2075 SEAL# 2081952  
 FAX ALEX BUENING

Order No./Date	M.S. & Pack Description	Rtn Pal	Quantity	Item Weight
11-05127	3310094-621 202/211X413 12OZ BEER CANS	25 F	204225	4625
0353172809	0353172825	0353172826	0353172839	0353172840
0353172852	0353172853	0353172870	0353172871	0353172872
0353172886	0353172888	0353172897	0353172899	0353172906
0353172907	0353173016	0353173025	0353173026	0353173033
0353173040	0353173042	0353173047	0353173206	0353173208

12/15/2022

QTY/PL 8169 EGR:B24839 ATHLETIC BREWING RUN WILD IPA

Cust Rel: PO-US0000812-2

Packaging: PLASTIC PALLET/PLASTIC/PLASTIC

Returnable Shipping Material: No. Pallets: 25 Covers: 0025 Chip Boards: 0550

\*\*\*\*\* Totals \*\*\*\*\*

Release No: 0146189 \* Weight: 4625 Packages: 25 \*  
 TMS: 3781995 \* Tare: 1625 Quantity: 204225 \*  
 \* Gross: 6250 Arrival Date: 7/03/2023 Time: 2359 \*  
 \*\*\*\*\*

RECEIVED IN GOOD ORDER - EXCEPT AS NOTED

PER

PER

If the shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign in the following manner. The carrier shall not make delivery of this shipment without payments of freight and all other lawful charges. CROWN USA & Canada and Affiliates

PER

COPY DISTRIBUTION \_\_\_\_\_ ACCOUNTING \_\_\_\_\_ CARRIER \_\_\_\_\_ DELIVERY \_\_\_\_\_ CCS \_\_\_\_\_ P/S \_\_\_\_\_  
 SHEET NO. 1