

Bill to:

Spot Freight 445 North Pennsylvania Ste 701, Indianapolis, IN, 46201 Invoice Date: 12/03/2023 Invoice #: S2007534 Terms: NET 30 Due Date: 01/03/2024

Date	Customer Ref#	Origin - Destination	Quantity	Rate	Amount
12/01/2023		10800 Marina Drive, Olive Branch, MS, USA - 8801 Congdon Hill Drive, Mertztown, PA, USA			
			1	\$2,400.00	\$2,400.00

TOTAL	
\$2,400.00	

#### 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



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

Email: logistics@spotinc.com

## Standard

# **Carrier Rate Confirmation**

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



# **SHIPMENT DETAILS**

#### Carrier: BRZ C93884

Shipment #	# of Pick ups	# of Deliveries	Origin	Destination	Team Required
S2007534	1	1	Olive Branch, MS 38654	Mertztown, PA 19539	No

Miles	Weight*	Pickup Date & Time	Delivery Date & Time
1000.30	4473.50	12/1/2023 14:00:00	12/3/2023 11:29:00

<sup>\*</sup>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
D2040022: TRAILER PICTURES REQUIRED PRIOR TO ARRIVAL
TO PICKUP, TRACKING IS REQUIRED FOR THIS LOAD AND IS
SUBJECT TO DEDUCTIONS IF DRIVER IS NOT TRACKING

References
DO - 20031082
sid - 102804152
CO - 102804152
REF - 102804152

## **RATE DETAILS**

Description	Туре	Units	Method	Rate	Total
Line Haul	Flat	1.00	Flat	\$1,819.83	\$1,819.83
Fuel Surcharge	PerMile	1,000.30	PerMile	\$0.58	\$580.17
					\$2,400.00

## FREIGHT DETAILS

		-	
Equipment Requirements	Dry (Van)	Shipment Requirements	
	Plate Construction		
	Food Grade		
	Wide Van		
	No Sheet & Post Construction		
	Swing Doors		

Stop #1 Olive Branch, Inc.

10800 Marina Drive

Olive Branch, MS 38654

Pickup:

12/1/2023 14:00:00

Load Style: Live Distance: 0

Order: D2040022

Directions:

Carrier Instructions:

Driver Instructions:

\*\*TRAILER VIDEO REQUIRED BEFORE PICKING UP

Туре	Reference #
pickup	20031082
REF	H014008TXQ28C

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
4473.50	Skid (25)	No	PALLETIZED METAL CANS		CANS	

Stop #2 Mertztown Headstart Center

8801 Congdon Hill Drive

Mertztown, PA 19539

Dropoff: 12/3/2023 11:29:00

Load Style: Live
Distance: 1000.3

Order: D2040022

Directions:

Carrier Instructions: Driver Instructions:

Туре	Reference #
REF	H014008TXQ28C
delivery	20031082

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code	
4473.50	Skid (25)	No	PALLETIZED METAL CANS		CANS		ì

<sup>\*</sup>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 carrier portal by creating a new case within the shipment, or via our website at 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
- 2. Upload invoice to www.red-trucks.com
- 3. Mail to: Spot Frieght, Inc. 251 North Illinois Street Suite 1200, Indianapolis, IN 46204

#### QUICKPAY OPTIONS FOR SUBMITTING INVOICES

- 1. Email documents to: quickpay@spotinc.com
- 2. Upload documents to 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 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 pacarding 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 idemnify 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
- 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 predlude Carrier from asserting the product was out of temperature at origin.

Carrier Name:	Date:	
By its Authorized Agent:		



Please visit www.red-trucks.com to update information on this shipment

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

## Page 1 of 1

# STRAIGHT BILL OF LADING FORM

TO: CUSTOMER/CARRIER/PLANT

Ardagh	Metal Packaging US	A Corp.							7282704	1
SHIP FROM		T T	SHIP TO						SHIPPER'S NO.	
	Metal Packaging USA Corp. arina Drive			eer Comp		1			7282704 CARRIER (SCA	C1
Olive Bra	nch, MS 38654			n, PA 195					SFIK	
									VEHICLE NO. W94950	
SHIPPED DATE			12/03/202	23 11:30:0	O LN	1#: 0		7	PREPAIOCOLL	T
	23 13:22:19 RUCTIONS/SEAL/								PREPAID	
0126562					S/O #	20031	082			
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effect on the properly cla according to familiar with been incorporate	perfy described above has been red date of the issuance of this Bill of sestibed, packaged, may be the applicable regulations of the all of the terms and conditions of orated herein by reference, and the	f Lading. Shipper I arked and labeled a Department of the Bill of Lading e said terms and c	nereby certific l and are in rransportation including the onditions are	es that the a proper con n. Shipper i se terms an hereby agre	bove namedition for urther certain condition ed to by t	transportifies that ons which the Shipp	os are rtation at it is a have er.	Arde	igh Metal Pac (GIGHATURE O	kaging USA Corp. F CONSIGNOR)
RECEIVED	BY:	Freight bill subn e-måll address		ment to	This is to names classified, marked in propercon	o certify materials descr and laborations	that the above are proposed and are transportation application Department	ove erly jed, in tion	AGENT PER	
EXCEPTION	is;	USBEV-AP@ar	aagngroup.	com	regulation Transport	is of the	o Department	of	(Signature)	

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SHEPPED DATE

0126562

NO.

25

RECEIVED BY:

**EXCEPTIONS:** 

Olive Branch, MS 38654

12/01/2023 13:22:19 SPECIAL INSTRUCTIONS / SEAL #

PO Number: 45311641.10

H014008TXQ28C

TWISTED TEA ORIGINAL 5% 120Z

Covered by one or more of the following patents: 5,497,900

<== TOTAL PACKAGES

# STRAIGHT BILL OF LADING FORM

Mertztown, PA 19539

12/03/2023 11:30:00

onv

194500

Arrived: 12-2-23 9:12pm
Appointment: 12-3-23 11:304m

PLACARDS TENDERED Y/N

The property described below has been received by the Carrier in apparent good order expent as orientated text (contents and condition of contents of package unknown) marked consigned and destined as indicated low. The Carrier (the word carrier being understood throughout his contract to mean any person or entity essession of the property described herien) agrees to carry said property to it usual place of delivery at the signation described below. It is mutually agrees to carry said property to it usual place of delivery at the signation described below. It is mutually agreed as to each Carrier to said destinations and as to each part by the interested in all or any of said property, that every service to be performed hereunder shall be subject to of the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth in either (1) the Uniform eight Classification in effect on the date hereof, it this is a rail or rail-water shomant, or (2) the applicable motor right classification of graft, if this is a motor shipment, all of which terms and conditions are hereby incorporated rein by reference and made a part hereof.

B. The property described above has been received by the Carrier subject to the classifications and Tariffs in effect on the date oftne issuance of this Bill of Lading. Shipper hereby certifies that the above names articles 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. Shipper further certifies that it is launtiar with all of the forms and conditions of the Did of Lading including those terms and conditions which have been incorporated herein by reference, and the said terms and conditions are hereby agreed to by the Shipper.

Freight bill submitted for payment to e-mail address below:

USBEV-AP@ardaghgroup.com

TO: CUSTOMER/CARRIER/PLANT 7282704

Ardagh Metal Packaging USA Corp.

Ardagh Metal Packaging USA Corp. 10800 Marina Drive

DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS

Boston Beer Company 8801 Congdon Hill Rd, Ste 1

CUST. ORDER

45311641.1 23351

Packing Materials

This is to certify that the above

(Signature)

certry that the above aterials are properly described, packaged, diabeled and are in tions for transportation to the applicable of the Department of

Scanned with CamScanner

TOTAL WEIGHT ==>

2840

Subject to Section 7 of the conditions of the population of inding, if this shipment is to exceed to the consignor without recourse on the consignor, the consignor shall egn in the space provided below. The consignor shall red in the space provided below. The shipment without payment of freight and all other lawful charges.

Ardagh Metal Packaging USA Corp. (SIGNATURE OF CONSIGNOR)

AGENT

(Egnature)

CARRIER

CARRIER (SCAC) SFIK

VEHICLE NO. W94950 PREPAID/COLLECT

CUST.

PART NO

(BUILLY) CORRI

4474

7314

PREPAID

PLANT

654

S/O # 20031082 NO.

7282704

SKEPPER'S NO.

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