

**Bill to:**

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

Invoice Date: 01/16/2024

Invoice #: S2082568

Terms: NET 30

Due Date: 02/16/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
01/15/2024		2601 North Huron Road, Pinconning, MI, USA - 1006 U.S. 11, Kirkwood, NY 13795, USA			
			1	\$2,100.00	\$2,100.00

TOTAL
\$2,100.00

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



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

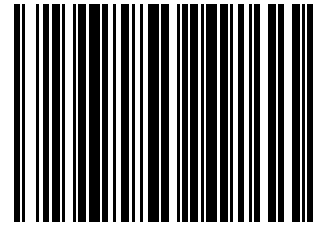
Email: logistics@spotinc.com

Standard

Carrier Rate Confirmation

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

S2082568



SHIPMENT DETAILS

Carrier: **ROYAL3 INC C17780**

Shipment #	# of Pick ups	# of Deliveries	Origin	Destination	Team Required
S2082568	1	1	Pinconning, MI 48650	Kirkwood, NY 13795	No

Miles	Weight*	Pickup Date & Time	Delivery Date & Time
542.80	41952.00	1/15/2024 13:00:00	1/16/2024 9:00:00

*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

D2092428: TRACKING IS REQUIRED FOR THIS LOAD VIA RED TRUCKS OR P44. IF NOT COMPLIANT WITH TRACKING, A FEE OF \$100 OFF THE BOOKED RATE WILL OCCUR. MUST MAKE SURE RATE CONFIRMATION AND BOL'S MATCH BEFORE LEAVING SHIPPER, MUST NOTIFY BROKER IMMEDIATELY IF THEY DO NOT AND STAY ONSITE FOR FUTHER INSTRUCTION. FEES CAN OCCUR IF DRIVER LEAVES SITE WITH THE INCORRECT PRODUCT. PLEASE CONTACT QCPOD@SPOTINC.COM WITH ANY QUESTIONS.

References

PO # - 5975824

RATE DETAILS

Description	Type	Units	Method	Rate	Total
Line Haul	Flat	1.00	Flat	\$1,817.74	\$1,817.74
Fuel Surcharge	PerMile	542.80	PerMile	\$0.52	\$282.26
					\$2,100.00

FREIGHT DETAILS

Equipment Requirements	Dry (Van)	Shipment Requirements	
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Stop #1

Mr Chips, Inc.
2601 North Huron Road
Pinconning, MI 48650

Pickup:

1/15/2024 13:00:00

Load Style:

Live

Distance:

0

Order :

D2092428

Directions:

Carrier Instructions:

Driver Instructions:

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
41952	Skid (19)	No	food packaging			

Stop #2

Willow Run Foods
1006 US-11
Kirkwood, NY 13795

Dropoff:

1/16/2024 9:00:00

Load Style:

Live

Distance:

542.8

Order :

D2092428

Directions:

Carrier Instructions:

Driver Instructions:

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
41952	Skid (19)	No	food packaging			

Type	Reference #
PO #	5975824

Type	Reference #
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*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 Freight, 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 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
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 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

MR CHIPS STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of the original Bill of Lading

At: Mr. Chips, Inc
2628 N Huron Road
Pinconning, MI 48650
Contact: Gary Vermeesch
Telephone: 989-879-3555

Consigned

To: Willow Run Foods, Inc.
Five Mile Point Industrial Park
1006 U.S. RT. 11
Kirkwood, NY 13795-9600
607-338-5221

Carrier: Royal 3
6850 W. 63rd
Chicago, IL 60638
630-485-7370

Date: 2024-01-15

Order: 64200

B/L Number: WWR-64200

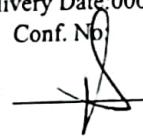
PO Number: 5975824

Trailer Number: 244731

Seal Number: 15913

Delivery Date: 0000-00-00

Conf. No.

Driver ID Verified: **PERISHABLE PRODUCT - DO NOT ALLOW PRODUCT TO FREEZE**

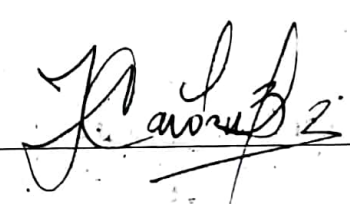
The property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood through out this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. This shipment is subject to the terms of a continuing written contract between the parties in effect the date of issuance of the bill of lading. The below named materials are property classified, described, packages marked and labeled and in proper condition according to the applicable regulations of the Department of Transportation. The carrier is responsible for loss of product costs or claim by the consigned resulting from product having been frozen during transit.

Item	Description	Qty Ordered	Qty Picked	Qty Shipped
21505	Wendy s 3/16 Dill Pickle Slice 6 Pouch Case	1216	1216	1216

Total Pallets: 19 Approx. Weight 43700 lbs

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. DRIVERS must assist with the unloading of trucks. Failure to help unload may result in lump sum charges. Any charges implemented due to driver refusal will not be the responsibility of Mr. Chips, Inc. Charges will be the responsibility of the carrier company.

Signature of Consignor _____ If Charges are to be prepaid, write or stamp here, "To Be Prepaid" _____

Shipper, Per Carrier, Per Driver agrees to call shipper in case of breakdown or delay enroute to the customer destination: 

Date: 1-15-24

MR CHIPS STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of the original Bill of Lading

At: Mr. Chips, Inc
2628 N Huron Road
Pinconning, MI 48650
Contact: Gary Vermeesch
Telephone: 989-879-3555

Consigned

To: Willow Run Foods, Inc.
Five Mile Point Industrial Park
1006 U.S. RT. 11
Kirkwood, NY 13795-9600
607-338-5221

WILLOW RUN UNLOADED

Carrier: Royal 3
6850 W. 63rd
Chicago, IL 60638
630-485-7370

**SEAL INTACT/
VERIFIED**Driver ID Verified: Date: 2024-01-15 **#35**

Order: 64200

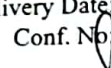
B/L Number: WWR-64200 **905m**

PO Number: 5975824

Trailer Number: 244731 **9 app**

Seal Number: 15913

Delivery Date: 0000-00-00

Conf. No: **PERISHABLE PRODUCT - DO NOT ALLOW PRODUCT TO FREEZE**


The property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood through out this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry its usual place of delivery at said destination if on its route otherwise to deliver to another carrier on the route to said destination. This shipment is subject to the terms of a continuing written contract between the parties in effect the date of issuance of the bill of lading. The below named materials are property classified, described, packages marked and labeled and in proper condition according to the applicable regulations of the Department of Transportation. The carrier is responsible for loss of product costs or claim by the consigned resulting from product having been frozen during transit.

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Signature of Consignor _____ If Charges are to be prepaid, write or stamp here, "To Be Prepaid" _____

Shipper, Per Carrier, Per **Royal 3**Driver agrees to call shipper in case of breakdown or delay enroute to the customer destination: Date: **1-15-24****1216 CS Blvd**
1-16-24**NO Pallets
Exchanged**