

**Bill to:**

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

Invoice Date: 01/28/2024

Invoice #: S2108013

Terms: NET 30

Due Date: 02/28/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
01/27/2024		441 Masters Boulevard, Anderson, SC 29626 - 2200-2293 New Germany Trebein Road 3446 Pentagon Blvd, Beavercreek, OH 45431			
			1	\$850.00	\$850.00

TOTAL
\$850.00

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

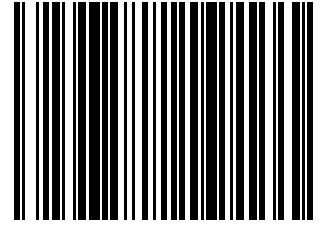
Email: logistics@spotinc.com

Standard

Carrier Rate Confirmation

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

S2108013



SHIPMENT DETAILS

Carrier: ROYAL3 INC C17780

Shipment #	# of Pick ups	# of Deliveries	Origin	Destination	Team Required
S2108013	1	1	Anderson, SC 29626	Beavercreek Township, OH 45431	No

Miles	Weight*	Pickup Date & Time	Delivery Date & Time
515.20	13926.00	1/27/2024 11:00:00	1/28/2024 5:30:00

*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

D2128157: Tracking is required for all loads via P44 or Red Driver Mobile App. Failure to track may result in non-compliance fee

References

BM - 141660001

SID - 611250696

RATE DETAILS

Description	Type	Units	Method	Rate	Total
Line Haul	Flat	1.00	Flat	\$582.10	\$582.10
Fuel Surcharge	PerMile	515.20	PerMile	\$0.52	\$267.90
					\$850.00

FREIGHT DETAILS

Equipment Requirements	Dry (Van)	Shipment Requirements
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Stop #1

Pickup:

Load Style:

Distance:

Order :

Directions:

FQTSE ANDERSON

441 Masters Boulevard

Anderson, SC 29626

1/27/2024 11:00:00

Live

0

D2128157

FIRST QUALITY WILL NOT LOAD AMAZON, TARGET, WHOLEFOODS,OR WALMART BRANDED TRAILERS - CAN NOT USE LOAD OUT TRAILERS

DO NOT CHECK IN AT SAM'S CLUB MORE THAN 2 HOURS PRIOR TO APPT TIME

SAMS CLUB DELIVERIES MUST ARRIVE ON THE CALENDAR DAY OF APPT TIME

53' Food Grade Dry Van with swing doors- Unless Otherwise specified

DRIVER MUST DOWNLOAD RED DRIVER MOBILE APP - AVAILABLE ON APPLE AND ANDROID STORE

Failure to make on-time delivery may result in late fee

Type	Reference #
PICKUP	611250696
po	4881364564

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
13926.00	Case (1100)	No	4881364564			

Stop #2

Dropoff:

Load Style:

Distance:

Order :

Directions:

Carrier Instructions:

Driver Instructions:

Sam's Club Travel

2200-2293 New Germany Trebein Road 3446 Pentagon Blvd, Beavercreek, OH 45431

Beavercreek Township, OH 45431

1/28/2024 5:30:00

Live

515.2

D2128157

3446 Pentagon Blvd, Beavercreek, OH 45431 - USE THIS ADDRESS FOR GPS

3446 Pentagon Blvd, Beavercreek, OH 45431

3446 Pentagon Blvd, Beavercreek, OH 45431

Type	Reference #
delivery	ONLINE
PO	4881364564

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
13926.00	Case (1100)	No	4881364564			

*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 reposition 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



BILL OF LADING

Date: 01/27/2024 Page 1 of 2

SHIP FROM FQCP - Retail (US) 441 Masters Blvd Anderson SC 29626 Phone: (864) 437-2172		BILL OF LADING NUMBER: 611250696 						
SHIP TO Sam's Club Club #6517 3446 Pentagon Blvd Beavercreek OH 45431 Phone: 937-426-2650		CARRIER NAME: Spot Freight Inc Trailer Number: W97041 Seal Number(s): 0290613 PRO (9012K) 						
Freight Charges Bill To First Quality Attn: Accounts Payable-Freight Payment 121 North Road, PO Box 270, McElhattan PA 17748		Freight Charge Terms: (Prepaid unless marked otherwise) Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/> <input type="checkbox"/> Master Bill of Lading: with underlying Bill of Lading						
SPECIAL INSTRUCTIONS: Deliveries: 32541123 Appointment: ONLINE Appointment Date : 01/26/2024 Appointment Time : 05:30:00		SHIPPING INSTRUCTIONS:						
CUSTOMER ORDER INFORMATION								
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/SLIP	ADDITIONAL SHIPPER INFO				
4881364564	1,100 CS	6637KG(14631LB)	N					
GRAND TOTAL	1,100 CS	6637KG(14631LB)						
CARRIER INFORMATION								
HANDLING UNIT	PACKAGE	WEIGHT	COMMODITY DESCRIPTION	LYL ONLY				
QTY	TYPE	QTY	TYPE	WEIGHT	H.M. (X)	Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC Item 360.	NMFC #	CLASS
		1,100	CS	6637KG(14631LB)		Class 110		
30		1,100		6637KG(14631LB)		GRAND TOTAL		
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.						COD Amount: \$ _____ Fee Terms: Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>		
NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C § 14706(c)(1)(A) and (B).								
RECEIVED Subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper. If applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are applicable to the shipper, on request, and to all applicable state and federal regulations.						The carrier shall not make delivery of this shipment without payment of		
SHIPPER SIGNATURE/DATE This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the U.S. DOT.  Signed by shipper on 01/27/2024 at 09:28:06			Trailer Loaded: <input checked="" type="checkbox"/> By Shipper <input type="checkbox"/> By Driver Pick Appointment: 01/27/2024 10:00 Driver Arrived: 01/27/2024 08:24		Freight Counted: <input checked="" type="checkbox"/> By Shipper <input type="checkbox"/> By Driver 01/27/2024 10:00 01/27/2024 08:24		CARRIER SIGNATURE/PICKUP DATE Carrier acknowledges the receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the US DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order except as noted.  Signed by carrier on 01/27/2024 at 09:28:02	



BILL OF LADING

Date: 01/27/2024 Page 1 of 2

SHIP FROM FOCP - Retail (US) 441 Master Blvd Anderson SC 29626		SHIP TO Sam's Club Club #6517 3446 Pentagon Blvd Bevercreek OH 45431		Phone (664) 437 2172	
Freight Charges Bill To First Quality Attn: Accounts Payable Freight Payment 121 North Road PO Box 270 McEhatten PA 17748		Freight Charge Terms: (Prepaid unless marked otherwise) Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/>		Master Bill of Lading: with underlying Bill of Lading	
SPECIAL INSTRUCTIONS: Deliveries 32541123 Appointment ONLINE Appointment Date 01/28/2024 Appointment Time 05:30:00		SHIPPING INSTRUCTIONS: PO # 4881364564 Total Received \$42.30 Received By <u>KC</u>			
CUSTOMER ORDER INFORMATION CUSTOMER ORDER NUMBER 4881364564		# PKGS 1,100 CS		WEIGHT 6637KG(14631LB)	
GRAND TOTAL		1,100 CS		6637KG(14631LB)	
CARRIER INFORMATION					
HANDLING UNIT		PACKAGE		WEIGHT	
QTY		TYPE		H.M. (X)	
1,100		CS		6637KG(14631LB)	
GRAND TOTAL		1,100		6637KG(14631LB)	
COMMODITY DESCRIPTION					
CLASS 110					
GRAND TOTAL					
NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).					
SHIPPER SIGNATURE/REDATE					
SHIPPER SIGNATURE/PICKUP DATE					
CARRIER SIGNATURE/PICKUP DATE					