

Bill to: Spot Freight 445 North Pennsylvania Ste 701, Indianapolis, IN, 46201 Invoice Date: 04/17/2024 Invoice #: S2242087 Terms: NET 30 Due Date: 05/17/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
04/16/2024		Ardagh Group, 1604 Sawmill Parkway, Huron, OH 44839 - Carbiss Keller Wrhese Covington KY, 4101 Winston Avenue, Covington, KY 41015			
			1	\$700.00	\$700.00

TOTAL	
\$700.00	

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

# Standard

## **Carrier Rate Confirmation**

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



Email: logistics@spotinc.com

#### SHIPMENT DETAILS

#### Carrier: BRZ C93884

Shipment #	# of Pick ups	# of Deliveries	Origin	De	stination	Team Required
S2242087	1	1	Huron, OH 44839	Covingt	on, KY 41015	No
Miles	Miles Weight*		Pickup Date & Time		Delivery	Date & Time
233.40 4655.00		655.00	4/16/2024 17:00:00		4/17/20	24 7:59:00

\*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 D2232367: 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	
CO - 102874216	
REF - 102874216	
sid - 102874216	
DO - 20071150	

# RATE DETAILS

Description	Туре	Units	Method	Rate	Total
Line Haul	Flat	1.00	Flat	\$569.30	\$569.30
Fuel Surcharge	PerMile	233.40	PerMile	\$0.56	\$130.70
					\$700.00

## FREIGHT DETAILS

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

Stop #1	Ardagh Group 1604 Sawmill Parkwa	21/			Туре		Reference #
	Huron, OH 44839	ау			pickup		20071150
Pickup:	4/16/2024 17:00:00				REF	H3	250QDPYY35A
Load Style:	Live						
Distance:	0						
Order :	D2232367						
Directions:	This load is picking up f the shipping office. The						
Carrier Instructions:	the shipping onloc. The		le concer building				
Driver Instructions:							
Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classificatio	Commod n Code		Product Code
4655.0	Skid (25)	No	PALLETIZED METAL CANS		CANS		
Stop #2	Carbliss Keller Wreh 4101 Winston Avenu				Туре		Reference #
- "	Covington, KY 41015				REF	H3	250QDPYY35A
Dropoff:	4/17/2024 7:59:00 Live			(	lelivery		20071150
Load Style: Distance:	233.4						
Order : Directions:	D2232367						
Carrier Instructions:							
Driver Instructions:							
Envermendellone.							
Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classificatio	Commod n Code	lity	Product Code
			PALLETIZED				

\*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.

No

#### STANDARD LUMPER POLICY

Skid (25)

4655.0

Lumper and other receipt policy: Receipts must be submitted at https://myspotcarrier.com/ or on our RED Driver app or can be emailed to spotbilling@spotinc.com within 2 business days of delivery unless stated otherwise in the special instructions on your rate con. It is the responsibility of the carrier to upload or email any receipts associated with the shipment.

METAL CANS

CANS

# 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. Carrier invoice referencing Spot Freight's order number.
- 2. Signed Bill of Lading.
- 3. Lumper receipts or accessorial receipts when applicable.
- 4. Any other load specific documents that may be required.

# STANDARD PAYMENT OPTIONS FOR SUBMITTING INVOICES

- 1. Email documents to: <u>spotbilling@spotinc.com</u>
- 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), an 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@spotinc.com 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

MARKS AND EXCEPTIONS C	8:00:00 LN #: 0 S/O # 200711: NO PLANT LYRS CODE 2400 16 839 3 839065016328 83906 339065016317 83906	CUST. ORDER AND RELEASE SGS031524 55016310 839 5016318 8390	SFIK VEHICLE NO. W97972 PREPAID/COLLEC PREPAID/COLLEC PREPAID/COLLEC	WEIGHT (SUBJ TO COF
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ood throughout this contract to es to carry said property to it as to each Carrier to said destin at every service to be performe estic Straight Bill of Lading set this is a rail or rail-water shipm ent, all of which terms and con	mean any person or entity usual place of delivery at rations and as to each party d hereunder shall be subject forth in either (1) the Unifi ent, or (2) the applicable mo ditions are hereby incorpora	the period call the recourse y at shall sig t to carrier orm shipmen tor other lav	vered to the cosign on the consign n in the space pr shall not make t without paymen vful charges.	this shipment is consignee with lor, the consig rovided below. delivery of it of freight and
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Page 1 of 1 STR/ Ardagh Metal Packaging USA Corp. 1608 Sawmill Pkwy 4uron, OH 44839 HIPPED DATE 04/16/2024 19:05:09 PECKL INSTRUCTIONS / SEAL # 1000431	SHIP TO     SHIP TO       CARBLISS     73489       4101 Winston Ave     73489       Covington, KY 41015     SFIK       VEHICLE HO     W97972       04/17/2024 08:00:00     LN #: 0	118 10. 33 (CAC) 2. 2.

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Covered by one or more of the following patents:

The following phone number is only to be used for questions related to the Bioterrorism act Ph: 773-399-3207 Fax: 773-399-3944

4-17-24

<== TOTAL PACKAGES PLACARDS TENDERED Y/N

Packing Materials 2553

TOTAL WEIGHT ==> Subject to Section 7 of the conditions of the applicable bill of lading, if this shipment is to be delivered to the consignee without shall sign in the space provided below. The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.

7208

A. The property described below has been received by the Carrier in apparent good order except as otherwise noted (contents and condition of contents of package unknown) marked consigned and destined as indicated below. The Carrier (the word carrier being understood through said property to it usual place of delivery at the designation described below. It is mutually agreed as to each Carrier to said destinations and as to each part at all carrier and the units and conditions of the units agreed as to each Carrier to said destinations and as to each part at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all of the terms and conditions of the Unitom Domestic Straight Bill of Lading set forth in either (1) the Unitom Treight Classification of Tarrif, if this is a not or shipment, all of which terms and conditions are hereby incorporated herein by reference and made a part hereol.

Recently reference and made a part hereot. B, The property described above has been received by the Carrier subject to the classifications and Tariffs in effect on the delo other issuance of this Bill of Lading. Shipper hereby certifies that the above names articles are property classified, described, packaged, marked and labeled and are functioned to the transportation familiar di Dine applicaties regulations of the Department and guide the and are functioned to the transportation familiar di Dine termis and conditions of the Department and guide the sub-been incorporated herein by reference, and the said terms and conditions are hereby agreed to by the Shipper. Ardagh Metal Packaging USA Corp. (SIGNATURE OF CONSIGNOR)

IVED BY:	Freight bill submitted for payment to e-mail address below:	marked and labeled and are in	AGENT PER
PTIONS:	USBEV-AP@ardaghgroup.com	properconditions for transportation according to the applicable regulations of the Department of Transportation.	
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