

**Bill to:**

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

Invoice Date: 05/08/2024

Invoice #: S2284376

Terms: NET 30

Due Date: 06/08/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/07/2024		7510 Industrial Hwy, Macon, GA 31216, USA - 6055 Quality Way, Prince George, VA 23875, USA			
			1	\$1,850.00	\$1,850.00

TOTAL
\$1,850.00

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

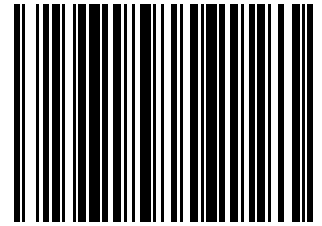
Email: logistics@spotinc.com

Standard

Carrier Rate Confirmation

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

S2284376



SHIPMENT DETAILS

Carrier: **ROYAL3 INC C17780**

Shipment #	# of Pick ups	# of Deliveries	Origin	Destination	Team Required
S2284376	1	1	Macon, GA 31216	Prince George, VA 23875	No

Miles	Weight*	Pickup Date & Time	Delivery Date & Time
550.30	27676.74	5/7/2024 17:00:00	5/8/2024 18:00:00

*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

D2276084: Tracking is required for all loads via P44 or Red Driver Mobile App. Failure to track may result in non-compliance fee

References

SID - 611300322

BM - 846710001

RATE DETAILS

Description	Type	Units	Method	Rate	Total
Line Haul	Flat	1.00	Flat	\$1,558.34	\$1,558.34
Fuel Surcharge	PerMile	550.30	PerMile	\$0.53	\$291.66
					\$1,850.00

FREIGHT DETAILS

Equipment Requirements	Dry (Van)	Shipment Requirements	
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Stop #1

First Quality Enterprises HQ
7510 Industrial Highway
Macon, GA 31216

Pickup:

5/7/2024 17:00:00

Load Style:

Live

Distance:

0

Order :

D2276084

Directions:

53' Food Grade Dry Van
Macro point Required

Carrier Instructions:

NO REFRIGERATED TRAILERS ACCEPTED
***DETENTION IS BILLED STRICTLY OFF OF CHECK CALL
TIMES AND BOL TIMES. IF YOU HAVE NOT BEEN LOADED
AFTER TWO HOURS, YOU MUST NOTIFY SPOT FREIGHT
OPERATIONS AT 866-971-7768. AFTER LOADING YOU MUST
CALL OUR OPERATIONS TEAM AT 866-971-7768***

Driver Instructions:

53' Food Grade Dry Van
Macro point Required

NO REFRIGERATED TRAILERS ACCEPTED
***DETENTION IS BILLED STRICTLY OFF OF CHECK CALL
TIMES AND BOL TIMES. IF YOU HAVE NOT BEEN LOADED
AFTER TWO HOURS, YOU MUST NOTIFY SPOT FREIGHT
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CALL OUR OPERATIONS TEAM AT 866-971-7768***

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
27676.74	Case (1554)	No	3480295682			

Stop #2

SAMS PRINCE GEORGE SDC
6055 Quality Way
Prince George, VA 23875

Dropoff:

5/8/2024 18:00:00

Load Style:

Live

Distance:

550.3

Order :

D2276084

Directions:

24hr drop trailer @ RECEIVER for all First Quality loads with
23:45 appt time

Carrier Instructions:

Driver Instructions:

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
27676.74	Case (1554)	No	3480295682			

Type	Reference #
po	3480295682
PICKUP	611300322

Type	Reference #
PO	3480295682
delivery	83132989

*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

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.

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: spotbilling@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), 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 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

SHIP FROM		BILL OF LADING NUMBER: 611300322 	
FQCP - Retail (US) 2108 Avondale Mill Road Macon GA 31216		Phone: (478) 784-2906	
SHIP TO		CARRIER NAME: Spot Freight Inc Trailer Number: W94944 Seal Number(s): H8604728	
Sams Distribution Center Club 7303 6055 Quality Way Prince George VA 23875		Phone:	
Freight Charges Bill To		PRO (9012K) 	
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:32905374 Appointment:83132989 Appointment Date :05/07/2024 Appointment Time :16:00:00	SHIPPING INSTRUCTIONS: CONTAINS DOT COM ITEMS
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CUSTOMER ORDER INFORMATION				
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/SLIP	ADDITIONAL SHIPPER INFO
3480295682	1,554 CS	12560KG(27689LB)	N	CONTAINS DOT COM ITEMS
GRAND TOTAL	1,554 CS	12560KG(27689LB)		

CARRIER INFORMATION							LTL ONLY	
HANDLING UNIT		PACKAGE		COMMODITY DESCRIPTION			NMFC #	CLASS
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		
		1,554	CS	12560KG(27689LB)		Class 110		
61		1,554		12560KG(27689LB)				
				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"/>
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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 05/07/2024 at 23:27:11	Trailer Loaded: <input checked="" type="checkbox"/> By Shipper <input type="checkbox"/> By Driver Freight Counted: <input checked="" type="checkbox"/> By Shipper <input type="checkbox"/> By Driver Pick Appointment: 05/06/2024 16:00 Driver Arrived: 05/07/2024 20:57	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 05/07/2024 at 23:27:00
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SUPPLEMENT TO THE BILL OF LADING



Date: 05/07/2024

Page 2 of 2

Bill of Lading Number: 611300322

Delivery	Material number	Customer/Catalog number	Description	Qty	UOM
32905374	10009836	980328197	MMRK DIAPER SZ 0 CLUB 1/108	132	CS
32905374	10009838	980328255	MMRK DIAPER SZ 2 CLUB 1/196	39	CS
32905374	10009839	980328536	MMRK DIAPER SZ 3 CLUB 1/234	192	CS
32905374	10009840	980328538	MMRK DIAPER SZ 4 CLUB 1/210	231	CS
32905374	10009841	980328556	MMRK DIAPER SZ 5 CLUB 1/168	240	CS
32905374	10009842	980328569	MMRK DIAPER SZ 6 CLUB 1/150	432	CS
32905374	10009843	980328593	MMRK DIAPER SZ 7 CLUB 1/132	288	CS

SUPPLEMENT TO THE BILL OF LADING



Date: 05/07/2024

Page 2 of 2

Bill of Lading Number: 611300322

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32905374	10009836	980328197	MMRK DIAPER SZ 0 CLUB 1/108	132	CS
32905374	10009838	980328255	MMRK DIAPER SZ 2 CLUB 1/196	39	CS
32905374	10009839	980328536	MMRK DIAPER SZ 3 CLUB 1/234	192	CS
32905374	10009840	980328538	MMRK DIAPER SZ 4 CLUB 1/210	231	CS
32905374	10009841	980328556	MMRK DIAPER SZ 5 CLUB 1/168	240	CS
32905374	10009842	980328569	MMRK DIAPER SZ 6 CLUB 1/150	432	CS
32905374	10009843	980328593	MMRK DIAPER SZ 7 CLUB 1/132	288	CS

UNIFORM BILL OF LADING TERMS AND CONDITIONS

Sec. 1. (a) The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) Carrier shall not be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, terrorism, the authority of law, or the act or default of shipper.

Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or a delay which results when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassable highway; or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except in the case of non-delivery, claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against carrier no later than two years and one day from the day when written notice is given by the claimant to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon, or on account of said property, so far as this provision shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on the bill of lading. Storage charges, based on the carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may be moved without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

UNIFORM BILL OF LADING TERMS AND CONDITIONS



Equip ID: 94944
 Equip Arrival: 05/08/24 17:51
 Carrier: SPOT
 Seal: 8604728
 Reseal:
 Door/Zone: STG1 2
 Del Date: 05/08/24 18:00

Status: SA
 Temp1:
 Temp2:
 Temp3:
 Fuel Lvl:
 Dept: SAXD
 Type: 53

I have read and understand the posted copy of Wal-Mart's
 Appointment / Drop Rules and Regulations

Driver Signature: _____



Delivery: 83132989

DC: 7303

SAM'S MDC 7303

RECEIVER# 83132989 TR# 04944
 PO# 340245682 PLTS 61
 TOTAL RECEIVED 61
 OVER 0 SHORT 0
 DAMAGE KEPT 0 ROC DAMAGE 0
 REC'D BY Brianna DATE 5/8/24

UNIFORM BILL OF LADING TERMS AND CONDITIONS

Sec. 1. (a) The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) Carrier shall not be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, terrorism, the authority of law, or the act or default of shipper.

Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or a delay which results when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway; or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except in the case of non-delivery, claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon, or on account of said property, so far as this provision shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on the bill of lading. Storage charges, based on the carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may be moved without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if be the same were written on or made in connection with this bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

SUPPLEMENT TO THE BILL OF LADING



Date: 05/07/2024

Page 2 of 2

Bill of Lading Number: 611300322

Delivery	Material number	Customer/Catalog number	Description	Qty	UOM
32905374	10009836	980328197	MMRK DIAPER SZ 0 CLUB 1/108	132	CS
32905374	10009838	980328255	MMRK DIAPER SZ 2 CLUB 1/196	39	CS
32905374	10009839	980328536	MMRK DIAPER SZ 3 CLUB 1/234	192	CS
32905374	10009840	980328538	MMRK DIAPER SZ 4 CLUB 1/210	231	CS
32905374	10009841	980328556	MMRK DIAPER SZ 5 CLUB 1/168	240	CS
32905374	10009842	980328569	MMRK DIAPER SZ 6 CLUB 1/150	432	CS
32905374	10009843	980328593	MMRK DIAPER SZ 7 CLUB 1/132	288	CS