# 💲 SPOT

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: ROYAL3 INC C17780

Shipment #	Shipment # df Pick ups		# of Deliveries	Origin	De	stination	Team Required
S2507565 1		1	Berwick, PA 18603	Lansii	ng, MI 48917	No	
Miles We		eight*	Pickup Date & T	ime	Delivery	Date & Time	
546.10 2984.42		84.42	9/5/2024 14:00:0	)	9/6/20	24 7:00:00	

\*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	References
D2465949: TRACKING THROUGH RED DRIVER IS MANDTORY	CN - D2465949
DRIVER MUST SEND PICTURES OF THE INSIDE OF TRAILER PRIOR TO AND AFTER LOADING.	PO - 216074721
PICTURES OF TRAILER AND BOLS (with seal # listed) REQUIRED	
BEFORE RECEIVING OK TO DEPART SHIPPER.	TN - 212371817
CARRIER MUST NOTIFY BROKERS IF WE ARE NOT ALLOWED	SID - 179234153
ON THE DOCK TO VERIFY SHIPPER LOAD AND COUNT.	
Trailers must be precooled or tempered to appropriate continuous	
temperature for 3 hours prior to loading.	
Driver Must Pulp Product and Confirm Temp before loading and	
confirm ALL orders listed and case counts being loaded matches case	
count on rate con. If temperature on BOL and rate con are different driver must notify	
broker of the difference. Broker will advise driver what temp to set	
reefer to. All loads must run on continuous setting unless specifically	
mentioned, in writing by the broker.	
Driver must ensure product is properly secured to prevent any	
damage in transit before departing from shipper or receiver, if not	
please provide photos to the brokers.	
Carrier must be able to provide a reefer download upon request.	
Brokers must be notified in writing prior to the switching of drivers.	
Claims resulting from insufficient precooling or tempering will place all	
liability on carrier.	
Any charges for late, missed product or rejection for temperature	
issues will be passed through from customer to broker to carrier.	
FAILURE TO ABIDE BY THE RULES AND PROCEDURES LISTED	
ABOVE CAN RESULT IN FINES UP TO \$250 FOR EACH	
INFRACTION	

#### RATE DETAILS

Description Type		scription Type Units Method		Rate	Total
Line Haul	Flat	1.00	Flat	\$537.87	\$537.87
Fuel Surcharge	PerMile	546.10	PerMile	\$0.48	\$262.13
					\$800.00

### FREIGHT DETAILS

Equipment Requi	rements	[	Dry (Van)	Shipment Re	equirem	ents				
Stop #1	Berwick In	dustries						24		
		Brd street 4	05 West 3rd Street	(GPS Use)	ŀ		ype s count	Reference # 2,738		
Pickup:	9/5/2024 1					ndor	BERWICK			
Load Style:	Live				-		INDUSTRIES L			
					-		PO	5318353 216074721		
Distance:	0							210074721		
Order :	D2465949									
Directions:	Address: IG Design Group BIDA Complex Bldg. # 93 W 3rd & Oak Streets Berwick, PA 18603									
Carrier Instructions: Driver Instructions:	ructions:									
Total Weight*		aging ount)	Stackable?	Description		Cargo Commoo lassification Code		Product Code		
2984.42	Piece	(2738)	No	PO216074721 Dry Goods						
Stop #2	Meijer Con	npanies, Li	td.		[	т	уре	Reference #		
	2501 South Lansing, M		oad		ŀ		PO	216074721		
Dropoff:	9/6/2024 7				ŀ		livery	1984545		
Load Style:	Live				L	De	livery	1304343		
Distance:	546.1									
Order :	D2465949									
Directions:			RED TO HAUL THIS Carrier Link" (free to us							
<ol> <li>Driver must download "Carrier Link" in the App Store</li> <li>Allow "Carrier Link" to have access to driver location (this MUST be on to ensure the app is working correctly)</li> <li>Register mobile number</li> <li>Enter in six-digit number that was sent to driver's text messages</li> <li>Make sure driver's status is set ON-DUTY in the application *When driver sets app to off duty when they are on a break, they need to switch it back to "on duty", or else it won't share locations.</li> <li>*If driver isn't being tracked, tap the Blue colored '+' icon at the bottom-right corner of the app and tap "Share location" to send in your latest location. Tracking will then resume.</li> </ol>										
	Driver Resp Driver is cor pick up until product rem Driver Must while in tran Fine up to \$	nsidered in t delivery ha ains on the Accept trac sit with this								

Drivers must report location at 0900 est each day while in transit. Driver Must Seal trailer after each pick and record seal number on BOL's Failure to do so will result in rejection at the consignee. The trailer must always be sealed after the final pick and that seal must be recorded on the BOL's. The seal must be in tact upon arrival to the consignee and the consignee must be the one to break the seal.

Driver is responsible to make sure load is secured properly for transit

Drivers are responsible to observe, verify and ensure the following:

Precool trailer, minimum 2 hours prior to arrival at first pick-up. The driver is required to verify the Purchase Order numbers and carton count unless the bill of lading is signed "Shipper Load and Count". Only clean trailers will be loaded and Meijer will accept only clean trailers.

Accurate case count and ALL products (incl. organics or specialty items) loaded – reference ALL pickup numbers. Loading integrity, weight distribution, air circulation through trailer & packaging integrity.

Product pulp temp, running temp of trailer and proper functionality of the trailer. If driver is not allowed on the dock or allowed to pulp product, driver must notify

khservice@spotinc.com and they must not leave the shipper until given a written ok from the KH Service team.

Block, brace the load. Request airbags or use clean pallets (pyramid configuration) to stabilize product, filling void space, as necessary.

Ensure temperature recorder is provided by the shipper. Align refrigerated trailer telematics with bill of lading requirements and temperature recorder settings

Drivers are required to present the Meijer Load ID in order to gain entry onto the Meijer complex. If you do not have a Load ID please email khservice@spotinc.com immediately. Driver Self Check In will be utilized to allow drivers to check-in from their smart device or computer once they have arrived on the Meijer complex for their appointment. The drivers can access the application at the website from their device or for drivers who do not have access to smart technology can use the IPad kiosks that are located in all the AP offices. Below is the link to the app. https://secureapps.meijer.com/DriverSelfCheckIn/ Lumper / Driver Unload. Driver should utilize the provided lumping service at the DC's they are delivering to. If the driver chooses to unload the freight themselves, there are strict policies that must be followed. Please reach out to khservice@spotinc.com before unloading to be briefed on proper protocol. Failure to do so could result in fines or load rejection at the fault of the driver.

#### Late Delivery

Customer reserves the right to debit 10% of freight pay value, per day, minimum \$500, and/or reject the load in transit due to reduced shelf life, if delivery is rescheduled beyond 1 day after expected arrival date. All fines and deductions issued by customer will be passed through to the Carrier and or Driver. If Driver cannot provide an accurate ETA and arrives late for delivery, the customer may issue fine. Any and all fines will be passed through.

#### Assessorial Requests:

All requests for additional compensation ie: Detention, Layover, TONU must be made within 4 hours of the load delivering. If the load delivers after 1700 requests must be made in writing no later than 0900 the following business day. Failure to do so will result in forfeiture of all additional compensation. Produce Loads: no detention will be paid unless carrier is detained more than 5 hours at the pckup or delivery. If Carrier demands to receive an updated rate confirmation before delivering the load. This will be considered holding the load hostage. In this instance, in order to uphold OTD, a new rate confirmation will be sent and the carrier will subsequently be deducted the additional compensation plus a 10% penalty on the entire load when the load is settled and the carrier is paid.

By signing this rate confirmation you are agreeing to the above, as well as any and all additional policies of Meijer for transportation of their goods or the goods of their vendors.

Carrier Instructions: Driver Instructions:

Total Weight*	Packaging (Count)	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
2984.42	Piece (2738)	No	PO216074721 Dry Goods			

\*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: <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

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.
 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





BILL TO: SPOT FREIGHT INC 141 S MERIDIAN ST STE 200 INDIANAPOLIS, IN 46225

INVOICE DATE: 09/09/2024 INVOICE #: S2507565 TERMS: NET 30 DUE DATE: 10/09/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
09/05/2024		500 West 3rd Street, Berwick, PA 18603 - 2501 South Creyts Road, Lansing, MI 48917			
		Freight Income	1	\$800.00	\$800.00

TOTAL	
\$800.00	

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

Date:	09/05/2	4				BILL OF		NG				Pag	e 1 of 1
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# **Created with Scanner Mini**