

Loadsmith

1875 Lawrence St, Suite 600

Denver, CO 80202

Sent at: 09/17/2024 11:45 CST

**LOADSMITH****To update tracking info:**

Please make sure you are tracking in MacroPoint, Trucker Tools, or Project 44. For any further questions, or if any issues arise, please call 888-975-5623.

Contact your Loadsmith Rep, Angie Sierra

Email:**Phone:** +18889755623 Ext. 131**Questions?** Call Loadsmith at: 888-975-5623**Rate Confirmation****Route # 1000060935****Mode:** Truck**Size:** FTL**Route Type:** OTR**Distance:** 532 Miles**# of Stops:** 2**Cargo Value:** \$100,000

Origin

Holland, OH 43528

Destination

MIDDLETOWN, DE 19709-8769**Date:** 9/17/2024**Equipment:** Van 53**Expected Min Temp:****Expected Max Temp:****Temp Setting:****Carrier:** ZIGI FREIGHT INC**MC#:** 944686**DOT#:** 2828543**Contact:** Dispatch Dispatch**Phone:** +16304857370**Email:** Dispatch@royal3inc.com**Total Rate:** \$1,700.00 USD**Notes:** NO REEFER TRAILER ON ANY CLARIOS LOAD EVER.**Route Refs:****Vendor Refs:****PU #:** SA17717706**Load Ref #:** CLARIOS**EDI #:** 21000441**EDI #:** IBT**EDI #:** Domestic**EDI #:** East**Cust Ref #:** 21502796**Cust Ref #:** 211004500**PO #:** 72104283**EDI #:** CC236b**Trailer #:** ZZZZ**Ship ID #:** SA17717706**If this is a Temperature Controlled Shipment Please Follow These Guidelines:**

Run all reefers on continuous unless specific written instructions are given to do otherwise. Run reefer at the temperature on BOL.

If no temperature on BOL, please call 888-975-5623 for instruction.

Stop 1 – Pick Up

Clarios
10300 Industrial Rd,
Holland, OH 43528

Special Reqs:

Date/Time: 9/17/2024 12:00
Scheduling: Appointment
Loading Type: Live
Pallet Count: 0
Work: No Touch

EDI #: 1
EDI #: CLAR0270735
PO #: 72104283

Pick Up Instructions: EST FEET: 53'

Facility Notes:

Commodity Details

Handling Unit		Pieces		Hazmat	Description	Dimensions	OD	Temp Control	Temp Setting	Pre-Cool To	Min° Temp	Max° Temp	Weight
Qty	Type	Qty	Type										
		1		No	Palletized Batteries (Non-Hazardous) - 1	0 L x 0 W x 0 H ft	No	No					41,469 lb

Additional Details | Load On: Pallet

Total HU: 0

Total Pcs: 1

Total Cmdty: 1

Total Wgt: 41469 lb

Stop 2 – Delivery

MID 972
50 Patriot Dr,
MIDDLETOWN, DE 19709-8769

Special Reqs:

Date/Time: 9/18/2024 08:00
Scheduling: Appointment
Loading Type: Live
Pallet Count: 0
Work: No Touch

EDI #: 2
EDI #: CLAR0270735
PO #: 72104283

Delivery Instructions:

Facility Notes:

Commodity Details													
Handling Unit		Pieces		Hazmat	Description	Dimensions	OD	Temp Control	Temp Setting	Pre-Cool To	Min° Temp	Max° Temp	Weight
Qty	Type	Qty	Type										
		1		No	Palletized Batteries (Non-Hazardous) - 1	0 L x 0 W x 0 H ft	No	No					41,469 lb
Additional Details Load On: Pallet													
Total HU: 0				Total Pcs: 1			Total Cmdty: 1			Total Wgt: 41469 lb			

Carrier Cost Date: 09/17/2024 11:45 CST				
Cost Type	Currency	Cost Per	Units	Total Cost
Flat Rate	USD	\$1,700.00	1	\$1,700.00
Total Cost				\$1,700.00

Freight and Payments Terms

All appointment times must be met. If driver is late, they may be refused or worked in without detention and any missed appointment fees or chargebacks from the Shipper or Consignee will be passed along to the carrier via reduction from the carrier invoice. If Shipper and Consignee addresses from the Bill of Lading do not match this tender, a Loadsmith representative must be contacted prior to departure from the shipper

Information for Carrier's Driver

- Loadsmith will not reimburse carrier for any Load or Unload payments without prior Loadsmith approval.
- Scale load at nearest scale to shipper prior to departure; weight in this order confirmation is an **ESTIMATION ONLY**, actual weight may vary up to 80,000 combined Tractor/Trailer GVWR.
- For any safety, accident, or cargo claim (OS&D) refusal please call 888-975-5623, 24 hours a day.
- All loads must remain sealed with all old and new seal numbers recorded on the Bill of Lading / Delivery Receipt.
- Driver must request accessorial approval at time of occurrence or payment will be denied.

Tracking

Driver must be **ACTIVELY TRACKING on MACROPOINT, TRUCKER TOOLS or PROJECT 44 two hours prior to arrival at the shipper, throughout the duration of the load and through delivery to the consignee.** If the driver does not track prior to arrival at the shipper and **CONTINUOUSLY** throughout the duration of the load through delivery to the final destination, a **\$100.00** fee for will be imposed via reduction from the carrier invoice.

Detention

To qualify for detention all appointment times must be met; you must be **ACTIVELY TRACKING on MACROPOINT, TRUCKER TOOLS or PROJECT 44 prior to arrival at the shipper, throughout the duration of the load and through delivery to the consignee.** To report detention please follow the process outlined below for all stops to receive payment:

- Report the detention event immediately to your Loadsmith Carrier Sales Representative via telephone or email.
- Submit a signed Bill of Lading, Proof of Delivery and/or Lumper receipt to verify arrival and departure dates and times to your Loadsmith Carrier Sales Representative and detention@loadsmith.com within 24 hours of delivery.

Your Loadsmith Carrier Sales Representative will then verify the times on the documentation provided against the tracking data. If the times indicate detention has been earned, an updated Loadsmith rate confirmation will be sent including detention charges as outlined in Appendix A of this agreement. You may then submit your invoice with updated rate confirmation for payment. Detention must be billed with original invoice and will only be paid if detention is reflected on the rate confirmation.

High Value Load Protocols

If the cargo value is in excess of \$100,000.00 USD, you will be notified on the rate confirmation of the cargo liability and by accepting the carrier will be liable for the full released value of the load up to \$250,000.00 USD, regardless of your cargo liability insurance exclusions and/or limits. Additionally, the driver must follow the High Value Load Protocols listed below:

- The pickup number will not be provided to the driver until they are tracking at the shipper.
- A local driver will not be used to pick up the load and relay with another OTR driver.
- The truck must be fully fueled at the time of arrival at shipper.
- The driver must have a physical copy of a United States commercial driver's license.
- The driver must drive a minimum of 200 miles away from shipper before stopping for any reason.
- The trailer will not be disconnected from the tractor at any time and the tractor / trailer will not be left unattended for any reason without prior written consent from Loadsmith.
- If carrier has a secured, guarded, well lit and surveillance camera equipped drop yard; use of such drop yard must be obtained prior to utilization through written consent from Loadsmith.

OS&D or Full / Partial Load Refusal

In the event a tendered load/shipment is not accepted for delivery by the consignee at the original destination, the tendered load/shipment may, at Loadsmith's direction be re-consigned to a new destination. In the event of such refusal, Carrier shall promptly notify Loadsmith at OSD@loadsmith.com of such refusal and await Loadsmith's instructions on any re-consignment, return to shipper, or other handling of such load/shipment. Carrier shall be solely responsible for inspection of cargo and cargo securement before signing the bill of lading and departing the shipper. Carrier shall be solely responsible for verifying that cargo is properly secured for transport. Carrier shall be solely responsible for any cargo disturbance of shift that occurs during transit and any cost associated with re-working, re-stacking, or re-delivering cargo in its original condition. Carrier shall be solely responsible, and shall promptly pay to Loadsmith, the full value of any cargo that is disposed of, abandoned, damaged, or lost due to Carrier's actions not in accordance with Loadsmith's written instructions. Carrier understands that its intentional or willful misconduct may not be covered by Carrier's insurance policies and that a lack of coverage shall not limit its obligations to Loadsmith.

Setoff

Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, Loadsmith may, without notice, set off or recoup any liability it owes to Carrier against any liability for which Loadsmith determines Carrier is liable to Loadsmith.

Carrier Payment

For Carrier to be paid, an invoice and all paperwork must be submitted with the Loadsmith order # present on each page:

1. Customer Signed Bill of Lading with arrival and departure times for applicable detention.
2. Lumper and/or Pallet Exchange Receipts.
3. All other load specific documentation.
4. Loadsmith Carrier confirmation.
5. Invoices must be emailed to: carrierinvoice@loadsmith.com

Rate Agreement

This agreement is entered into by Carrier and Loadsmith, Inc. The rates and charges contained in this agreement shall supersede all conflicting rate and charges in the tariff on file by Carrier and all prior letter agreements. This is confirmation of a rate contract between Carrier and Loadsmith. Carrier must notify of any accessorial at time of occurrence or payment will be denied.

QuickPay

QuickPay processing time will be 2 business days from receipt of Carrier Invoice and subsequent required paperwork with a fixed 1% processing fee deducted from each settlement.

Carrier Acceptance

Carrier's acceptance of this agreement or by taking possession of the shipment the Carrier agrees to all the terms and conditions outlined in this confirmation and the Loadsmith Broker Carrier transportation agreement. No changes or amendments to this confirmation will be binding unless Loadsmith approves such changes in writing prior to the Carrier taking possession of the shipment. In accordance with 49 CFR §392.9 and 49 CFR § 393.100 et al the Carrier and its drivers are solely responsible for verifying the contents, counts, conditions, loading, weight, proper weight distribution per axel, blocking, bracing and securement of each load for transportation. Carrier and its drivers are solely responsible for attaching a seal either provided by the Shipper or by the Carrier to each shipment and ensuring the seal is not tampered or broken during transit. Bills of Lading (BOL) must indicate the seal number and "Seal Intact" at the time shipment is delivered. Carrier acknowledges and agrees that Carrier is liable for the full value of the shipment or any part thereof due to loss or damage. Carrier shall notify Loadsmith immediately in the event any exception is listed on the BOL, the seal is broken due to regulatory inspection, delay in the transportation of the shipment or there is an incident or accident during transit.

Food Grade Notice

Federal, State and Local regulations govern food grade commodities. If the shipment container is damaged, breached, exposed to outside elements or the seal is broken during shipment; or if Carrier is not able to provide a downloadable temperature reporting indicating that the required temperatures were always maintained during transit, the customer may reject the entire shipment. If the customer denies the right of salvage or there is no right of salvage, the Carrier will remain fully liable for loss or damage to the shipment and no salvage will be allowed.

Shipments Traveling in/or Through California

Your company must be compliant with the regulations promulgated by the California Air Resources Board (CARB) regarding refrigerated equipment (TRU regulations), the truck and bus equipment regulations (engine and particulate matter filter requirements) and greenhouse gas regulations effective on January 1, 2013.

If your company is not able to timely comply with these regulations, you must inform Loadsmith immediately that you are not able to comply with them. By accepting this load tender, you represent and warrant that your company is compliant with these regulations and requirements.

FMCSA Regulations

Carriers and its drivers shall adhere to all applicable FMCSA regulations, including drivers' hours-of-service limits, the commercial driver's license (CDL) regulations and the prohibiting of coercion of commercial motor vehicle drivers (coercion rule). Carrier agrees that such regulations shall supersede any conflicting service instructions stated in this confirmation or any comments made by Loadsmith's employees. Loadsmith does not condone coercion of any driver to operate a commercial motor vehicle when the driver reports that they would not be able to drive safely due to illness, fatigue, equipment inspection, repair, and maintenance regulations or due to not having hours available under applicable regulations.

Carrier Assurances and Indemnifications

Carrier is an independent contractor and not an agent or employee of Loadsmith. Carrier agrees to obey all federal, state, and local laws and

regulations. Carrier acknowledges that Loadsmith does not exercise direction or control over the daily operations of the Carrier and that the Carrier can legally meet all the terms, conditions and times as enumerated herein. Carrier shall indemnify Loadsmith for any loss, damage, injury, liability, expense, costs, including reasonable attorney fees, fines, penalties, actions, and claims including but not limited to, claims for injuries to persons (including death), for damage to equipment, and for damage to third parties arising out of the Carrier's own negligence, wrongful act or omission, or failure to comply with the terms of this agreement.

Required Documents at Empty Call

Upon completion of unloading, all signed Bill of Lading pages, other Proof of Delivery documentation and any receipts (Lumper and/or Pallet Exchange) for pre-approved accessorials must be submitted with Loadsmith Order number on each page by emailing pod@loadsmith.com with the Loadsmith Order number in the subject line.

Standard Accessorials**Detention**

2 hours free time, \$45.00 per hour payable in 20-minute increments. Maximum charge of \$300.00 at which time detention converts to Layover. Applies to all loading and unloading stops as well as OS&D.

Layover

\$300.00 per 24-hour period including accrued detention time.

Lumper Load/Unload

Loadsmith must be notified of and authorize prior to load/unload work being performed. If a lumper is needed, carrier will pay the lumper vendor and request reimbursement by providing receipt of payment to accompany carrier's invoice to Loadsmith. If reimbursement via Comdata Check is requested a \$5.00 convenience fee for the check issuance will be applied.

Early Termination

On a multiple-stop order if the customer terminates the load prior to the next subsequent stop and the driver is free and clear from continuing on, the original rate will be renegotiated in good-faith by both Loadsmith and the Carrier.

Reconsignment/Redelivery

\$100.00 reconsignment/delivery fee plus \$2.15 a mile from point of destination to the newly designated delivery location.

Truck Ordered Not Used

\$150.00 per occurrence



Please sign and return to Loadsmith



INVOICE

BILL TO:

LOADSMITH
1875 LAWRENCE STREET SUITE 600
DENVER, CO 80202

INVOICE DATE: 09/18/2024**INVOICE #:** 1000060935**TERMS:** NET 30**DUE DATE:** 10/18/2024

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
09/17/2024		Clarios, 10300 Industrial Rd, Holland, OH 43528 - MID 972, 50 Patriot Dr, Middletown, DE 19709-8769			
		Freight Income	1	\$1,700.00	\$1,700.00

TOTAL

\$1,700.00

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

IN CASE OF EMERGENCY CONTACT CHEMTREC, 24HR #(800)424-9300 INTERNATIONAL 24 HR #+1(703)527-3887

CHEMTREC CUSTOMER NUMBER: 12008

STRAIGHT BILL OF LADING

Bay 4



211004500

☐ RECEIVED, Subject to classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading
☐ Four (4) Corrosive No. 8 Placards Have Been Offered. Plaques/placards matieres corrosives 8.

Shipper/BOL	Ship-from	Order Date	Cust. Ref. #	Ship Date	Clarios Order #	Cust. Ord. #
21502796	TOLEDO	08/20/24		09/17/24	21100450	72104283

Consigned-To: 28000972
 Clarios - Middletown
 50 PATRIOT DR.
 MIDDLETOWN, DE 19709

Sold-To: 28000972 Shipment Level # 0 Page # 1 of 1
 Clarios - Middletown
 50 PATRIOT DR.
 MIDDLETOWN, DE 19709

Fr Terms: Prepaid

FOB:

Pickup Carrier: Loadsmith

DESTINATION CODE: 972

TRAILER NUMBER: 97031

Line No.	Customer Part Number / Comments	Qty. Ordered	Qty. Shipped	Qty. Backorder	Item Weight
	MBOL: 21000441 TMS Load: SA17717706				
1	015001 WET/LN3/760/120/70/A GM//	924	924		41,468
	TOTAL	924	924	0	41,468

Seal # 5196047

704 322 1105

[Signature] 9.18.24

No. Packages	HM	KIND OF PACKAGES DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	Class or Rate Ref NMFC Item	WEIGHT
		UN2796, Battery Fluid acid, Class 8, PG II, All on Pallet, Total Net (Liters/Lbs) Maximum capacity of 5 gallons (18 liters) per package/bottle/container	#44157 sub 3	
		UN2796, Battery Fluid acid, Class 8, PG II, with dry battery.49 CFR 173, 159(h), 12 acid containers or less/Box, all on Pallet, total Net (Liters/Lbs)	#60680 sub 1	
		UN2794, Batteries, wet, filled with acid, Class 8	#60680 sub 1	
924		UN2800, Batteries, wet, non-spillable, Class 8. Meets 49 CFR 173.159a	#60680 sub 1	41,468
		Batteries, Dry (DUF Batteries). (Not regulated as Hazardous Material)	#60700	
924		Shipper Total		41,468

Delivery Total Pallets: 14 Qty: 924 Net Weight: 41,468 Gross Weight: 42,098

Note: Where the rate is dependent on value, shippers are required to state specifically in writing the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding:

\$2.00/LB

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 the applicable regulations of the Department of Transportation.

OBTAIN CONSIGNEE
SIGNATURE BELOW REC'D

20

Per _____

SHORTAGE OVERAGE

DRIVER'S SIGNATURE

Clarios, LLC - Toledo (UNITED STATES OF AMERICA)
 10300 INDUSTRIAL ROAD HOLLAND, OH 43528

For CPSIA Certificate: www.clarios.com/client/documents/Clarios%20CPSIA.pdf

SHIPPER PER [Signature] DATE 9/17/24 CARRIER PER [Signature] DATE _____