



141 SOUTH MERIDIAN STREET  
INDIANAPOLIS, IN 46225  
PH #: 866-971-SPOT (7768)  
FAX #: 317-635-6357

Email: [logistics@spotinc.com](mailto:logistics@spotinc.com)

Standard

## Carrier Rate Confirmation

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

\*\*\*Spot Freight has identified you as a carrier that is not set up with ELD tracking. We use Project 44 to access this information via API's. In order to haul freight for Spot, you must be integrated via ELD integration.

This will help us track freight more effectively and less calls to your staff for status updates. Please follow the link below to complete the set up process. Click Next under the Welcome message. Then select "I do not have an invitation code". Enter your email address and select Next to complete the survey. Once completed, you will be contacted by Projected 44 for next steps in the process. Again, thank you for your cooperation.  
Click on the following link for more information:

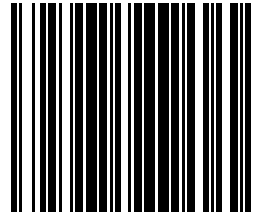
<https://nmc-na12.voc.project44.com/#invite>

### SHIPMENT DETAILS

Carrier: DUBAI EXPRESS HAUL LLC C141965

Shipment #	# of Pick ups	# of Deliveries	Origin	Destination
S549977	1	1	Norfolk,NE 68701	Corpus Christi,TX 78416

S549977



Miles	Weight*	Pickup Date & Time	Delivery Date & Time
1085.20	45000.00	02/05/2021 06:00 - 02/05/2021 14:00	02/08/2021 - 12:00

\*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
RefERENCE - 53339403

### RATE DETAILS

Description	Type	Units	Method	Rate	Total
Line Haul	Flat	1.00	Flat	\$2,324.44	\$2,324.44
Fuel Surcharge	Per Mile	1,085.20	Per Mile	\$0.30	\$325.56
					\$2,650.00

### FREIGHT DETAILS

Equipment Requirements	Shipment Requirements
Dry(Van)	

Stop 1	Wis - Pak, Inc. 1400 Ta Ha Zouka Road Norfolk, NE 68701	Total Weight*	Packaging	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
Pick up	02/05/2021 06:00 - 02/05/2021 14:00	Order : D605671						
Load Style:	Live	Directions:						
Distance:	0	Carrier Instructions:						
		Driver Instructions:						
Type	Reference #	45000	1 Skid		soda		Soda	
Stop 2	Pepsico, Inc HQ 1401 South Padre Island Drive Corpus Christi, TX 78416	Total Weight*	Packaging	Stackable?	Description	Cargo Classification	Commodity Code	Product Code
Delivery	02/08/2021 12:00 - 12:00	Order : D605671						
Load Style:	Live	Directions:						
Distance:	1085.2	Carrier Instructions:						
		Driver Instructions:						
Type	Reference #	45000	1 Skid		soda		Soda	

\*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 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](http://www.red-trucks.com) carrier portal by creating a new case within the shipment, or via our website at [www.spotinc.com](http://www.spotinc.com). All requests must include a clear, legible copy of the BOL/POD or the request will not be processed.

## STANDARD LUMPER POLICY

1. We can advance lumper charges via T-Chek, however, carrier agrees to be short paid the advanced lumper unless a receipt is received with the invoice.
  2. If the Carrier pays for the lumper charge, the Carrier must add the lumper charges to their invoice and submit a receipt with their invoice.
  3. Lumper receipts must be returned to Spot Freight within 21 days or lumper charges may not be reimbursed, unless stated otherwise in the Special Instruction section of the rate confirmation.
- 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 INVOICING REQUIREMENTS

In order for freight charges to be paid, Carrier agrees to submit the following.

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

## STANDARD PAYMENT OPTIONS FOR SUBMITTING INVOICES

1. Email documents to: [redbilling@spotinc.com](mailto:redbilling@spotinc.com)
2. Upload invoice to [www.red-trucks.com](http://www.red-trucks.com)
3. Mail to: Spot Freight, Inc. 141 SOUTH MERIDIAN STREET INDIANAPOLIS, IN 46225

## QUICKPAY OPTIONS FOR SUBMITTING INVOICES

1. Email documents to: [quickpay@spotinc.com](mailto:quickpay@spotinc.com)
2. Upload documents to [www.red-trucks.com](http://www.red-trucks.com)

## PAYMENT OPTIONS

NOTE: ALL SAME DAY PAYMENT REQUESTS MUST BE MADE BEFORE 3 P.M. EST

1. STANDARD PAYMENT: Approximately 25 days upon receipt of paperwork, a check will be mailed to your address
  2. QUICK PAY: Upon receipt of paperwork (prior to 3pm EST), at T-Chek (funds same day) or ACH payment (funds in 1-2 business days) will be issued. A fee of 5% or \$10.00, whichever is greater, will be assessed. Quickpay invoices that are not sent to [quickpay@spotmyfreight.com](mailto:quickpay@spotmyfreight.com) or faxed to 317.715.9853 will not be guaranteed same day, but will be assessed the applicable fee when issued.
  3. FUEL ADVANCES: WILL NOT BE ISSUED TO FIRST TIME CARRIERS
- \* Will only be processed after verification that the freight has been loaded and we receive a copy of the BOL.  
\* Spot Freight will advance 40% of the total rate less 5% and a \$10.00 fee.
4. \*\*Any T Chek Code that has a balance after 5 months from the issue date will be voided and all funds will be forfeited.\*\*

## OTHER STANDARD TERMS AND CONDITIONS

- \* Carrier agrees to the terms herein in addition to those in the Broker-Carrier Agreement previously executed with Spot Freight.
- \* Spot Freight, as a broker, will not be responsible for any delays, shortages, loss or damage to the shipments transported by carrier.
- \* Spot Freight, in its sole discretion, shall be entitled to deduct for any loss, delay, shortage or damage from any freight charges that may be owed to the Carrier. LATE DELIVERIES MAY INCUR FINES.
- \* Additional compensation will not be paid on loads that are over the tendered weight.
- \* Carrier agrees to have its drivers obtain a signed bill of lading or delivery receipt from the consignee upon delivery of the load.

\* "Double-Brokering" is prohibited and Carrier shall remain primarily liable for any personal injury, including death, and/or delay claim arising from double brokering to the extent that Carrier would be liable if it performed the transportation directly. In addition, Carrier will be the sole party responsible for compensating the substitute service provider who transported the shipment and shall defend, indemnify and hold Spot Freight harmless from any demands for unpaid freight charges, including attorney fees. If broker and / or its customers remit payment to the substitute service provider, then Carrier agrees that the transportation charges on that particular shipment will be considered paid in full to Carrier.

\* Carrier agrees that it will look solely to Spot Freight for the payment of its charges and that it will not contact or pursue Spot Freight's customers or the shipper or consignee for payment of freight, accessorial or other charges owed to Carrier, and waives any right it may have to pursue anyone other than Spot Freight for payment of freight charges.

\* By accepting this shipment for transportation, Carrier agrees to all terms and conditions. Carrier warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and that it holds unexpired liability insurance for at least \$1,000,000.00 USD and unexpired cargo damage insurance of at least \$100,000.00 USD, with no exclusions noted for the cargo type

being transported on this order and no exclusions that would preclude insurance coverage in the event of personal injury or death.

\* Carrier shall indemnify broker and any shipper, consignee or receiver of freight from any claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, representative or agent of Carrier or any other person acting through or on behalf of Carrier, in connection with any act or omission of any person, including any acts or omissions of employees or agents of Carrier, while on or about the premises of any shipper, consignee or receiver of freight, and including without limitation any claims resulting from or caused in part by the negligence of broker and any shipper, consignee or receiver of freight, excepting only claims resulting from or caused by the sole negligence of the shipper, consignee, or receiver of freight.

\* Just in time shipment: Spot Freight reserves the right to 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.

**Carrier Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**By its Authorized Agent:** \_\_\_\_\_



Please visit [www.red-trucks.com](http://www.red-trucks.com) to update information on this shipment

**PLEASE UPLOAD RATE CONFIRM TO RED-TRUCKS.COM OR EMAIL TO: [RATECONFIRMS@SPOTINC.COM](mailto:RATECONFIRMS@SPOTINC.COM)**  
**ADDITIONALLY, RATE CONFIRMATIONS AND INVOICES CAN BE FAXED TO: 317-638-2869**

