

Standard Driver Responsibilities

- By signing the 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.
- Driver agrees to confirm that the information on the BOL (shipper location(s) and consignee location(s), pallet count, weight, product) match the order information on the rate confirmation sent. If the BOL does not match the rate confirmation, the driver/carrier agrees to notify Spot at 866.971.7768 x110 before leaving the shipper's facility. If the driver does not notify Spot, the carrier agrees to pay all costs and expenses incurred by Spot because of the driver's failure to match information on the BOL to the order information on the rate confirmation.
- In the event the driver is not allowed to verify the above, the driver MUST notate "shipper load and count" or "SLC" on the BOL prior to leaving the shipper. Failure to make such notation will make carrier liable for any shortage or missing product claims.
- 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 the 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. 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.
- Any directions given by Spot, 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.
- Carrier agrees to have its drivers obtain a signed BOL or delivery receipt from the consignee(s) upon delivery.
- For temperature-controlled shipments, it is the responsibility of the driver to set the refrigeration unit to the temperature and settings (continuous, cycle sentry, etc.) as stated on the BOL received from the shipper. The driver is further responsible for clarifying any confusing or contradictory temperature instructions by contacting the Spot contact listed on the rate confirmation. Failure to comply with the above instructions may result in a cargo claim up to the full value of the shipment.

Standard Terms and Conditions

- Carrier agrees to the terms herein in addition to those in the Broker-Carrier Agreement previously executed with Spot.
- Spot, as a broker, will not be responsible for any delays, shortages, loss or damage to the shipments transported by the carrier.
- Spot, in its sole discretion, shall be entitled to deduct for any loss, delay, late delivery, shortage or damage from any freight charges that may be owed to the carrier.
- Additional compensation will not be paid on loads that are over the tendered weight.
- 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 harmless of any demands for unpaid freight charges, including attorney fees. If broker and/or its customers remit payment to the substitute service provider, carrier agrees that the transportation charges on that shipment will be considered paid in full to carrier.
- Carrier agrees to look solely to Spot for payment of charges and agrees that Spot's customers, shippers, or consignees will not be contacted or pursued for payment of freight, accessorial or other charges owed to the carrier and waives any right it may have to pursue any entity outside of Spot for payment.
- 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 USD and unexpired cargo damage insurance of at least \$100,000 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 the carrier or any other person acting through or on behalf of the carrier, in connection with any act or omission of any person, including any acts or omissions of employees or agent of the 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 of 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.
- Spotted Lanternfly (SLR) 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 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. If 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 for ensuring the 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 agrees to provide evidence supporting any such compliance to Spot upon request.

Standard Terms and Conditions

■ HANDLING, LOADING AND SEALING

- a. With respect to transportation governed by regulations of the Food and Drug Administration ("FDA") codified at 21 C.F.R. Part 1.900, and regardless of whether such FDA regulations apply to CARRIER, CARRIER shall be responsible for the safety and sufficiency of all items used in the transportation of the goods, including all vehicles and Transportation Equipment as defined in such regulations. CARRIER is responsible for all sanitary conditions during transport. CARRIER must confirm the vehicle and Transportation Equipment: (i) is in appropriate physical condition to transport the goods tendered; (ii) is dry, leak proof, free of harmful or offensive odor, free from pest infestation and free from evidence of prior cargo that could render the shipment unsafe; and (iii) shall never have been used to transport any waste (whether hazardous or not), refuse, garbage, rodenticide, pesticide, or insecticide.
- b. CARRIER will comply with handling instructions provided by the shipper, consignor or consignee (including such instructions that may be passed through to CARRIER by BROKER) including, but not limited to, compliance with requirements related to transportation of temperature controlled shipments. Without in any way limiting the generality of the foregoing, CARRIER shall ensure that any shipments requiring controlled temperature transit are maintained at all times within required temperature ranges.
- c. If goods are tendered to CARRIER and a reasonable person would understand that the goods require controlled temperature transportation, and CARRIER has not been provided instructions regarding controlled temperature goods, CARRIER shall request and obtain such instructions prior to loading the goods. If CARRIER receives contradictory or confusing instructions regarding any shipment, CARRIER must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.
- d. With respect to cargo requiring controlled temperature transportation, CARRIER shall abide by the following: (i) CARRIER shall perform regularly scheduled maintenance on any refrigeration unit used to transport cargo pursuant to this Agreement in accordance with manufacturer recommendations, and shall maintain records of such maintenance; (ii) CARRIER shall ensure all refrigeration units are sufficiently fueled; (iii) CARRIER is responsible to ensure pre-cooling of all transportation equipment prior to pick-up; (iv) CARRIER shall ensure that all trailers are equipped with functioning temperature monitoring devices capable of demonstrating that required temperatures were maintained during the entire period of transit; and (v) CARRIER will only use refrigeration equipment capable of producing a downloadable report demonstrating that required temperatures were maintained throughout the entire period of transit, which reports will be maintained for at least three (3) years after delivery and provided to BROKER or its Customer upon request.
- e. Unless a shipment is loaded and sealed prior to arrival of CARRIER personnel, the manner of loading and securing freight upon Equipment shall be the sole responsibility of CARRIER. With respect to unsealed or unsecured loads loaded prior to or upon CARRIER's arrival, CARRIER shall be obligated to inspect such loading prior to departing and properly secure such loads. CARRIER represents that each driver utilized by it shall be competent to manage the loading, securing, and transportation of the goods subject to this Agreement.
- f. CARRIER shall secure shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall CARRIER or any of its personnel break any seal without the express consent of BROKER. CARRIER shall immediately notify BROKER to report a missing or broken seal.

Standard Terms and Conditions

- g. In the event that law enforcement personnel require that CARRIER break any seal on any shipment, CARRIER shall document such fact on the bill of lading or other form of manifest or receipt by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, CARRIER personnel shall immediately re-seal the shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest or receipt. Furthermore, CARRIER shall, as soon as reasonably possible after being required to break a seal by law enforcement personnel, communicate such fact to BROKER and, if not BROKER, the consignee of the shipment.
- h. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, including loads delivered with a broken, missing or unreadable seal, may be considered “adulterated” within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C § 342(i), and its implementing regulations. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination and CARRIER shall bear sole risk of rejection of cargo arising from or related to broken, missing or unreadable seals or failure to comply with load handling instructions.
- i. Shipper's failure to refuse a trailer for loading does not relieve the carrier of liability for contamination, compromised integrity, etc. claims.

Standard Accessorial Policy

All requests for accessorials must be submitted along with a clear, legible copy of the BOL/POD within 24 hours of delivery (unless otherwise specified in the Special Instructions) or the request will not be processed. An accessorial request must be submitted via the carrier portal via <https://v2.red-trucks.com> or the mobile application, see hyperlink below for instruction. Please note, a desktop or laptop is the most compatible platform to submit a request.

How to Submit an Accessorial Case

Standard Accessorial Policy

In order to be eligible for accessorial payment, ALL OF THE FOLLOWING REQUIREMENTS MUST BE MET. Carrier agrees that failure to meet the requirements (and/or any special requirements listed in the rate confirmation) will result in a forfeiture of reimbursement/compensation. Accessorial rates may vary by shipment.

- CARRIER MUST BE ON TRACKING THROUGH P44 OR RED TRUCKS/RED DRIVER. NO EXCEPTIONS.
- CARRIER MUST BE ON TIME FOR SCHEDULED APPOINTMENT. DRIVERS THAT ARRIVE LATE ARE NOT ELIGIBLE FOR COMPENSATION.
- After 2 hours at the facility, Carrier must notify the broker/booking agent that the truck is being held and detention is being requested.
- 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 must be notified of in/out times upon actual arrival. In some instances, ELD/GPS tracking may be required as proof of arrival/departure times. All supporting documents for accessorials must be submitted via [Red Trucks](#) within 24 hours of delivery. All requests must include a clear, legible copy of the BOL/POD or the request will not be processed. If the supporting documentation is not submitted within 24 hours of delivery, the request will automatically be denied.

Spot Billing Guide

To ensure that you are paid promptly and on time, please follow the steps below:

Invoice Requirements

Provide Spot with the invoice, all BOL(s)/POD(s) and all receipts associated with the shipment. Paperwork must be clear and legible before submitting via: Portal upload: v2.red-trucks.com OR E-mail to redbilling@spotinc.com. Paperwork should be together as one attachment in PDF format. Shipment number MUST be in the subject line of the e-mail or the name of the PDF. One invoice per e-mail. We do NOT need the rate confirmation unless someone on our team asks for it.

Lumper and Other Receipt Policy

Receipts MUST be submitted at v2.red-trucks.com or on our Red Driver app or emailed to redbilling@spotinc.com within 2 BUSINESS DAYS of delivery unless stated otherwise in the special instructions of your rate con or receipt will not be reimbursed. It is the responsibility of the carrier to upload any receipts associated with the shipment. Note: Spot will not send updated rate confirmations with lumper amounts added. We will only reimburse if the above steps are followed. [Click here](#) for clarification.

Payment Status

Please first check your account on our portal v2.red-trucks.com. If you have a question about a shipment after checking your account, make a note on that shipment under the Comments section at the bottom. This will send Spot an e-mail letting us know there is a question on that shipment. We will get to it as soon as possible. For additional assistance, call ext. 150 for Accounts Payable.

Updating Payment Address or Factoring Company

If you're a carrier and need to update your mailing address, you can do so on your account at v2.red-trucks.com. Click your name in the upper right corner, then "My Profile", then "Payment", then "Edit" by Remit To. Factoring companies that need to add a carrier or remove one MUST send a Notice of Assignment (NOA) or Letter of Release (LOR) to paymentstatus@spotinc.com. You MUST have NOA or LOR in the subject line of the e-mail or payment could be delayed. Spot will not be liable for any payments made to an incorrect carrier or factoring company without proof that these procedures were followed.

Carrier Accessorials

If you need to apply for detention, layovers, or anything additional that is not a lumper, you MUST apply for these on your account. Create an accessorial case at v2.red-trucks.com/cases. Select "Accessorial Request" found under Financials and then "Add New". For more detailed information, [click here](#). For additional assistance, call ext. 128 for Carrier Services.

Payment Terms

Standard payment terms are 30 days from receipt of paperwork. To set up standard ACH payments, please email carrierpay@spotinc.com.

Quick Pay

Email quickpay@spotinc.com for two day payment by ACH at a 5% fee. [Click here](#) for details.

Utilizing all these features on your account is key to making sure you are paid correctly and on time. Upload new invoices, upload missing paperwork, send a question about any shipment, check payment status over all shipments, check status of accessorial request or update remit to information. Keep your account up to date and stay informed!

Drayage Billing Guide

Invoicing

Spot will provide the carrier with the base pay rate con along with the delivery paperwork / BOL to be signed but will not send a revised rate con until delivery paperwork, pick up and empty return slips and the final invoice / charges are provided to NONFTL@SPOTINC.COM. Please allow up to two business days to audit the charges and return the revised rate con. Payment terms are 30 days of receipt of paperwork.

Rate cons are never to be used in place of a delivery order / POD / BOL. If your broker did not send you a delivery order or BOL, it is the responsibility of the carrier to reach out to the broker or NONFTL@SPOTINC.COM to get a copy.

It is the responsibility of the carrier to timely appoint the empty return- Spot needs to be made aware of any issues surrounding the empty return. Spot always requires proof of empty return, please be sure to obtain that for each container.

Failure to notify broker and NONFTL@SPOTINC.COM of special circumstances, issues in transit, issues obtaining a delivery appointment for the freight or an appointment to return the empty may result in short pay.

Accessorials

Accessorials need to be reported to NONFTL@SPOTINC.COM within 48 hours of empty return and substantiated by documentation, including but not limited to:

- Out and empty return slip from port to substantiate storage, chassis as well as information on when the appointment was requested if excessive days claimed
- In and out times initialed by the receiver, origin terminal or port for detention
 - Arrival / departure slip for container for port detention.
- Scale ticket for overweight

Failure to provide Spot with the required documentation and charges timely could result in short pay.