# GENERAL RULES

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## GENERAL CHARGES FOR ACCESSORIAL SERVICES

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SECTION 1 - GENERAL RULES
Re-Issued on April 1, 2013

Governing Publications

This tariff is governed, except as otherwise provided herein, by the following described tariffs, and by supplements or loose-leaf page amendments thereto or successive issues thereof:

1.1 Applicable Law - This tariff, unless otherwise specifically agreed to in writing, will be governed by and construed in accordance with the laws of the State of Texas. Parties to this tariff consent to jurisdiction and venue before any federal or state courts in Dallas County, State of Texas for all disputes related to or arising out of this tariff.

1.2 Commercial Zones - FRZF 110 Series, issued by FFE Transportation Services, Inc.

1.3 FFE Class Exception Tariff - FRZF 115 Series, issued by FFE Transportation Services, Inc.

1.4 Fuel Surcharge - FRZF 190 Series, issued by FFE Transportation Services, Inc. The application of the appropriate fuel scale shall apply. In any case where the average fuel price exceeds the highest price listed, the fuel surcharge shall increase incrementally on the appropriate fuel scale for every 0.5 cent increase in fuel price.

1.5 Hazardous Materials Regulations - CFR Title 49, issued by U.S. Department of Transportation

1.6 LTL Rate Base - FRZF 504 Series, issued by FFE Transportation Services, Inc. Customer specific rates will not be deemed effective for longer than six (6) months of customer shipment inactivity.

1.7 Mileage Guide - MileMaker® Practical Miles, current issue by Rand McNally

1.8 National Motor Freight Classification - NMF 100 Series, issued by National Motor Freight Traffic Association, Inc.

1.9 Precedence of Rates - When two or more rates may be applicable to a given shipment and one rate is more specific than the others’, the most specific rate shall apply. For example, the Precedence of Rates from the most specific to the least specific is: 5-digit zip code, 3-digit zip code, city, county, region or state.

1.10 Procedures for Cargo Loss and Damage Claims - CRF Title 49 Part 370, issued by U.S. Department of Transportation

1.11 Procedures for Cargo Overcharge Claims - CRF Title 49 Part 378, issued by U.S. Department Of Transportation

1.12 Zip Codes - National Five Digit Zip Code Post Office Directory, issued by the U.S.P.S.
Definitions

SECTION 1

2.1 Accessorial Charges are charges for additional services that are incidental to the handling of a shipment performed by the carrier as stated in a tariff, tender, or solicitation and are in addition to any line-haul rate and applicable surcharges.

2.2 Additional Day is when an additional stop requires an overnight delay due to delivery appointment schedules. In-transit stops with a distance greater than 300 miles shall not be considered as an additional day.

2.3 Bill of Lading (BOL) shall mean the FFE Bill of Lading or other Carrier accepted document which shall serve as the legal document to be used as a contract of carriage for the movement of traffic by the carrier. The BOL shall include a description of the origin, destination, commodity, weight, the Party responsible for payment, and other information relative to the shipment rating.

2.4 Bill-To / Payor is the person or entity designated on the bill of lading as responsible for paying the freight charges and is affiliated with either the shipper or the consignee.

2.5 Blind Shipment is a shipment which is controlled by a Third Party and does not disclose the point of origin to the consignee per the request of the Third Party. The name of the location where the shipment originated does not appear on any shipping documents or packaging that will be seen by the Party receiving the delivery.

2.6 Business Day or Business Hours means 8 AM to 5 PM according to the carrier’s local Service Center time each day, Monday through Friday, excluding Saturday, Sunday, and Holidays (as defined in this Item).

2.7 Circuitous Mileage is the difference between mileage inclusive of all stops and the direct miles from origin to destination exclusive of stops.

2.8 Collect Shipment is one which the charges for transportation services, including accessorial services rendered at the request of the consignee or requested by the consignor for the consignee, are to be paid for by the consignee.

2.9 Commercial Zone means that area embraced in that specific commercial zone as described in applicable tariffs.

2.10 Consignee / Receiver means the Party to whom the carrier is required, by the BOL or other instructions, to deliver the shipment, or any part thereof, at destination or any stop–off points, whether it be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water carrier with whom the carrier does not maintain direct rates, or other person designated by the BOL.

2.11 Consignor / Shipper means the Party from whom the carrier received the shipment, or any part thereof, for transportation at origin or any stop–off point, whether it be the original consignor or warehouseman, or a connecting air, motor, rail or water carrier with which the carrier does not maintain direct rates, or other person to whom the bill of lading is issued.

2.12 Consolidation of Freight is the combining of multiple LTL shipments at one point into a larger unit of volume for transportation to another point.
2.13 **Cooler Less-Than-Truckload (LTL) Shipments** means when shipped cooler, and so stated on the bill of lading by the shipper, the shipment will be transported and maintained at an air temperature range of 32 – 34 degrees Fahrenheit to an air temperature range of 36 – 38 degrees Fahrenheit while in transit. In no case shall the carrier be responsible for maintaining an air temperature that is lower than the temperature of the commodity at the time of acceptance by the carrier. Carrier will only recognize temperature recording devices that record actual product temperatures.

2.14 **Delivery** means the service performed by the carrier in transporting freight to a platform, doorway, or receiving room directly accessible to the highway vehicle of carrier at a warehouse, factory, store, or place of business. This does not include the performance of removal from or delivery to basements or floors not directly accessible to the highway vehicle of the carrier, or private residences, nor does it include packing, unpacking, erecting, dismantling, inspection of property and other similar services.

2.15 **Density** means pounds per cubic foot where classes and rates are applicable according to the density of articles as tendered for shipment.

2.16 **Detention and/or Delay** is when the carrier’s equipment is detained or delayed by a shipper, load at and/or consignee, through no fault of the carrier, beyond the allowed free time.

2.17 **Direct Shipments** are shipments transported in accordance with Carrier’s transport plan of convenience from point of pickup to point of delivery, and applying Carrier’s pricing for that particular customer from point of pickup through to the point of delivery.

2.18 **Discount** is the negotiated percentage reduction from the gross tariff line-haul charge.

2.19 **Distribution of Freight** is the separating of a single larger shipment into units of smaller volume for transport to multiple destinations.

2.20 **Excess Value** is the amount of declared value of a shipment, which has been agreed to in advance and in writing, that is above the Carrier’s Standard Release Value of Three Dollars per pound ($3.00/lb.) up to a maximum of One Hundred Thousand Dollars ($100,000.00).

2.21 **Free Astray** pertains to shipments or portions thereof which are transported by Carrier for business or other reasons with no transportation charges assessed.

2.22 **Freight All Kinds (FAK)** is used to collectively describe various commodities moving under the same rates, but the shipper must identify the specific commodity or product on the bill of lading for all transportation moving under FAK rates. If the shipper fails to identify the specific commodity or products, the carrier will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state, or local laws and regulations.

2.23 **Frozen Less-Than-Truckload (LTL) Shipments** means when shipped frozen, and so stated on the bill of lading by the shipper, the shipment will be transported and maintained at an air temperature range of -10 – 0 degrees Fahrenheit to an air temperature range of 28 – 31 degrees Fahrenheit while in transit. In no case shall the carrier be required to maintain an air temperature that is lower than the temperature of the commodity at the time of acceptance by the carrier. Carrier will only recognize temperature recording devices that record actual product temperatures.
2.24 **Indirect Shipments** are shipments transported by more than one carrier, usually originating with Carrier, but joint-lined or interlined at some point by another carrier, subject to each carrier’s applicable rates and pricing from the point at which a carrier takes possession of the freight, to the point where that carrier no longer possesses the freight. Indirect, joint-line or interline pricing shown in each carrier’s individual tariff, contract or statement of agreed pricing shall have no application to Direct Shipments.

2.25 **Legal Holiday** means any day designated as a full holiday nationally, by state statute or by local proclamation including. When a legal holiday falls on Saturday or Sunday, the preceding Friday or following Monday, respectively, will be observed as the holiday. Legal holidays observed by FFE Transportation Services, Inc. include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.26 **Less-Than-Truckload (LTL) Shipments** are those shipments which have a gross weight of up to 10,000 pounds.

2.27 **Light Density** is when the density of articles tendered for shipment is less than twelve (12) pounds per cubic foot.

2.28 **Linehaul Charges** are tariff charges for the transportation of a shipment between one origin point (Pickup) and one destination point (Delivery). Linehaul charges include minimum charges and all other charges not otherwise defined as accessorial charges or surcharges.

2.29 **Load At** is the location given to the carrier by the Party responsible for paying the freight charges as to where to pick up the shipment.

2.30 **Marking or Tagging Freight** shall mean each package or piece of every shipment must be plainly and durably marked, stenciled, or tagged by the shipper, showing the complete name and address of the shipper and the complete name and address of the consignee.

2.31 **Minimum Charge** is the absolute lowest linehaul charge for a shipment. Discounts do not apply to Minimum Charges.

2.32 **Mixed Shipment** is when a shipment of frozen and/or cooler commodities requiring different and distinct temperatures (or mixed temperatures) are tendered to be transported on a single conveyable unit. Mixed shipments will not be accepted by Carrier.

2.33 **Multi-Temperature Less-Than-Truckload (LTL) Shipments** means when shipments of frozen and cooler commodities are tendered to be transported at the same time segregated on single separate conveyable units. The freezer portion of the shipment will be transported and maintained at an air temperature range of -10 – 0 degrees Fahrenheit to an air temperature range of 28 – 31 degrees Fahrenheit while in transit, and the cooler portion will be transported and maintained at an air temperature range of 32 – 34 degrees Fahrenheit to an air temperature range of 36 – 38 degrees Fahrenheit while in transit. In no case shall the carrier be responsible for maintaining an air temperature that is lower than the temperatures of the commodities at the time of acceptance. Carrier will only recognize temperature recording devices that record actual product temperatures.

2.34 **On Hand Notice** is a written notice given to the owner of goods for a shipment that was refused or undeliverable demanding written instructions for disposition of the cargo in the carrier’s possession within a specific time frame.
2.35 **Out-of-Route Miles** is when a driver goes over the carrier’s set mileage for the distances between locations. The carrier may charge the responsible Party if the excess mileage was due to no fault of the carrier.

2.36 **Pallet Exchange** is the removal of pallets from the carrier's vehicle and replacement by the consignor or consignee with a like number of pallets of identical size and construction and of the same condition.

2.37 **Payment Terms** for customers that the carrier extends credit to are as follows: Prepaid shall mean the shipper is responsible for payment of freight charges; Collect shall mean the consignee is responsible for payment of freight charges; Third Party shall mean the person or entity responsible for paying the freight charges who is neither the shipper nor the consignee. Payment terms indicated will only be changed from one Party to another Party per written consent from the new responsible Party. Payment terms are fifteen (15) days from the date of the invoice.

2.38 **Pickup** is when the carrier performs the service of calling for and collecting freight from a platform, doorway, or shipping room which is directly accessible to the highway vehicle of the carrier at a warehouse, factory, store, or place of business. This service does not include the performance of removal from or delivery to basements or floors not directly accessible to the highway vehicle of the carrier, or private residences, nor does it include packing, unpacking, erecting, dismantling, inspection of property and other similar services.

2.39 **Pickup / Delivery Service** shall be to all points accessible by the carrier’s equipment within the limits of cities, towns, villages, and other points from and to which applicable rates apply. Only one pickup and one delivery is included in the applicable rate except as otherwise specifically provided. The applicable rate will apply from the shipper's ground floor door or dock at origin to the consignee's ground floor door or dock at destination, and includes one pickup at the point of origin and one delivery at the point of destination, and the services of loading into and unloading from the carrier's transporting vehicles.

2.40 **Place** means a particular street address or other designation of a store, factory, or warehouse, place of business or private residence at a point.

2.41 **Point** means a particular city, town, village, community or other area which is treated as a unit for the application of linehaul rates, and includes all places within the Commercial Zone of such city, town, village, community or other area.

2.42 **Prepaid Shipment** is one on which charges for transportation services rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the shipper.

2.43 **Protective Service** means the adequate protection and preservation of perishable commodities against heat and/or cold by use of vehicles equipped with mechanical temperature control devices. When Protective Service is requested, and so stated on the bill of lading by the shipper, the shipment will be transported and maintained at an air temperature range of 50 – 55 degrees Fahrenheit to an air temperature range of 60 – 65 degrees Fahrenheit while in transit. In no case shall the carrier be responsible for maintaining an air temperature that is lower than the temperature of the commodity at the time of acceptance by the carrier. Carrier will only recognize temperature recording devices that record actual product temperatures.
2.44 **Rate Quote** is a one-time shipment estimation of freight charges and is subject to any applicable shipment accessorials, market conditions, the carrier’s need, equipment availability, and other considerations. Rate quotations are valid for a maximum of 7 days and cargo liability is limited to a maximum of fifty cents per pound ($0.50/lb.), but not to exceed fifteen thousand dollars ($15,000.00) per shipment unless otherwise agreed to.

2.45 **Reconsignment or Diversion** is when the Load At location, Consignee, or destination is changed by the shipper while the shipment is in transit. The shipper is to provide a corrected bill of lading to include the change.

2.46 **Redelivery of Shipment** is when a shipment is once tendered for delivery and such delivery cannot be accomplished. Redelivery will be made upon written request by the responsible Party.

2.47 **Refrigerated Service** means the adequate protection and preservation of perishable commodities against heat by maintaining in transit air temperatures specified for Cooler, Frozen or Protective Service shipments by use of vehicles equipped with mechanical temperature control devices.

2.48 **Release Value** is where rates and pricing are based upon a set value of commodity or shipment. The Standard Release Value for which Carrier’s rates and pricing are based upon is a maximum of three dollars per pound ($3.00/lb.) up to a total shipment maximum of one hundred thousand dollars ($100,000.00). Unless otherwise agreed to in advance and in writing, the assumed release value shall be the carrier’s Standard Release Value, unless otherwise specified in this tariff.

2.49 **Salvage** is cargo which has been damaged, alleged to be damaged, refused or undeliverable that has been sold, disposed of or turned over to a competent salvage agent for selling after proper On-Hand notice has been given.

2.50 **Scheduled Services** means the established LTL operations advertised and performed consistently by the carrier, unless otherwise provided in tariffs subject hereto. When a LTL shipment is tendered and transported over regular established scheduled service routes at the request of the consignor or shipper, charges will be assessed on the applicable LTL rate as published in tariffs made party hereto, and these LTL rates will not alternate with published TL rates.

2.51 **Shipment** means any lot of freight tendered from one shipper at one point of origin and time, for one consignee at one destination, covered by one bill of lading or shipping order, whose weight includes all packaging, wrapping, and pallets used in the shipment.

2.52 **Site** means a particular platform(s), specific location(s) or contiguous property for loading and unloading at a "Place."

2.53 **Slip Sheet** means a flexible or rigid sheet of either cardboard or plastic used by the shipper and consignee to facilitate the loading and unloading of shipments. The slip sheet is furnished by the shipper and the special mechanical unit utilized to transfer into and off of trailer or vehicle is furnished by the shipper and/or consignee.

2.54 **Surcharges** are additional fees assessed on a shipment due to costs to the carrier in such areas as fuel and declaration of excess value.
2.55 **Team Driver** is where carrier places an additional driver on a truck to accommodate the expedited delivery schedule of a shipment per the written instructions of the Party responsible for paying the freight charges.

2.56 **Third Party Shipment** is when a person or entity is designated on the bill of lading as responsible for paying the freight charges but who is neither the shipper or affiliate of the shipper, nor the consignee or an affiliate of the consignee. Third Party Shipments will be accepted, providing the Third Party has established credit with the carrier and the shipper guarantees to pay the charges if the Third Party fails to do so, regardless of whether or not the shipper executes Section 7 of the bill of lading.

2.57 **Truckload (TL) Shipments** are those shipments which have a gross weight of 10,000 pounds or more.

2.58 **Warehouseman** means a carrier who is in possession of the goods before the beginning or after the end of the carriage, and he is liable accordingly. The liability of a Warehouseman is that of an ordinary Bailee (a person entrusted with the goods of another). A Warehouseman is only liable for damage to goods which are caused by the negligence of the Warehouseman. This is more limited liability than that of a common carrier which is, in most cases, liable for damage to goods regardless of the negligence of the carrier.
Advancing Charges

No charges will be advanced by the carrier other than charges which are incidental to the transportation of the shipment, such as: drayage, warehouse or cold storage, loading or unloading, transportation charges of other carriers of the same shipment, or inbound carrier transportation charges.

Application of Rates

4.1 **Alternation** - LTL rates are applicable only to LTL shipments and TL rates are applicable only to TL shipments. There is no alternation of rates between LTL and TL.

4.2 **Inactive Rates** - At Carrier’s sole discretion exception rates that are non-contractual may not remain effective beyond one calendar year of inactivity unless otherwise agreed to in writing.

4.3 **LTL Rates** - LTL rates apply on shipments only when shipped from one point, in one day, by one shipper on one bill of lading for delivery to one consignee at one destination. Rates will apply on minimum weight or actual weight (including tare weight) when greater, subject to the minimum charge provided in tariffs made party hereto.

Application of Tariff

The Rules published in this Tariff will not apply if specific rules are provided in individual tariffs published by carrier or otherwise stated in a fully executed contract.

Arrival Notice and Undelivered Freight

6.1 **Arrival Notice**

(a) Actual tender of delivery at the consignee's address as shown on the bill of lading constitutes the notice of arrival of a shipment.

(b) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee no later than the next business day following the arrival of the shipment.

(i) The notice will be given by telephone if convenient and practical; otherwise, by mail, email or fax.

(ii) If the consignee's address is unknown to Carrier, the notice will be mailed to him at the post office serving the point of destination shown on the bill of lading.

(iii) In the case of notification by mail, the notice will be deemed to have been received by the addressee at 8:00 a.m. on the first business day after it was mailed.

6.2 **Undelivered Freight**

(a) If freight cannot be delivered because of the consignee's refusal or inability to accept it, or Carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the shipper, then prior to the freight being placed in warehouse or public storage, Carrier will make a diligent effort to notify the shipper that the freight is being stored and the reasons therefore, on behalf of the shipper. Undelivered freight is subject to Carrier’s lien for charges.

(b) Undelivered shipments will be subject to applicable storage or detention charges.

(c) On undelivered shipments, disposition instructions printed on the bill of lading, shipping order, shipping label, or container, or disposition instructions issued prior to tender of delivery, will not be accepted as an authority to reship, return, or reconsign a shipment, or to limit storage liability.

Bills of Lading

(a) If a shipper elects to use a bill of lading contract or other form of freight receipt, any terms, conditions or provisions of such bill of lading or other form of freight receipt shall not apply if they are
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TARIFF FRZF 105

inconsistent with the terms and conditions of the FFE Bill of Lading or subsequent series. The terms of the FFE Bill of Lading shall apply and govern, including the terms and conditions of Carrier’s tariffs which are incorporated by the reference in FFE Bill of Lading. Carrier’s driver's signature does not constitute acceptance of any terms (including, but not limited to, notations regarding special or consequential damages) which conflict or are inconsistent with the FFE Bill of Lading terms and conditions. Carrier’s driver’s signature does not supersede the authority of any contractual terms with the shipper nor any relevant items of this tariff.

(b) For all shipments originated in the United States, where a bill of lading issued by the shipper is other than the bill of lading required herein, such driver or other Carrier signature will acknowledge receipt of the freight only. Such non-authorized bills of lading are not a contract of carriage and Carrier will not be subject to its pricing, terms and conditions. The terms of the FFE Bill of Lading shall apply and govern.

(c) Continued use of unauthorized bills of lading by the shipper will not, and does not constitute an implied acceptance or ratification by Carrier.

(d) Bill of lading references made to classifications and tariffs or tariffs on file mean publications contained in Carrier’s files. Such classifications and tariffs shall be made available to the shipper on request to the extent that they apply to the shipper.

(e) When the bill of lading does not indicate which Party (Shipper, Consignee or Third Party) is responsible for payment of the freight charges, the freight charges will be billed prepaid and freight charges assessed against the shipper; otherwise, the shipper and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of shipment. Nothing in the bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the freight charges at the time of shipment or prior to delivery.

(f) On LTL shipments, the name and address of only one shipper, one consignee and one destination shall appear on a bill of lading or shipping order.

(g) Bills of lading shall include accurate details of the shipment necessary to effect delivery and apply a correct rate, including but not limited to the shipper’s name and address, pickup location (if different from shipper), the consignee’s name and address, zip codes for all locations, the quantity, weight and commodity description of each product shipped, and the total gross weight of the entire shipment. All shipments are subject to an inspection and, if necessary (for rating purposes), correction of the bill of lading to reflect correct quantity, weight and/or commodity description.

(h) Movement of property as part of a continuance movement that has been or will be transported by an air, ocean or rail carrier will be subject to the terms and conditions of the FFE Bill of Lading which anticipates movement by another mode of carriage. The shipper authorizes FFE to act as its agent to sign any additional bill of lading and shipper will be bound by the lowest limitation of liability under the applicable bill, unless the shipper agrees in writing to seek additional liability coverage and to be responsible for payment of the requisite freight charges to obtain full liability coverage. Should a connecting carrier not offer full liability coverage when requested by the shipper in writing, FFE may, but is not obligated to, be authorized to obtain the highest liability coverage offered by the connecting carrier, and shipper will be responsible for the applicable freight charges.

Claims; Loss and Damage

Claims for loss or damage to shipment must be filed in writing by claimant within nine (9) months from date of delivery or scheduled/expected date of delivery for lost shipment, and a civil suit or arbitration proceeding shall be commenced by claimant within two (2) years from the date Carrier gives claimant written notice Carrier is disallowing the claim or any part of it. Claims will be filed and resolved in accordance with federal regulations codified at 49 C.F.R. Part 370. Nothing shall be interpreted as negating in whole or in part Carrier’s rights in accordance with 49 U.S.C. 14706.

8.1 Carrier Investigation - Each claim filed against the carrier in the manner prescribed otherwise herein shall be promptly and thoroughly investigated if investigation has not already been made prior to
receipt of the claim. When determined by Carrier's investigation, loss and/or damage claims will be honored:
(a) Where loss of product is determined to be located the carrier, and/or
(b) Product is damaged due to negligence on the part of the carrier, and
(c) Where no claim for delay to property transported is being asserted.

8.2 Carrier Salvage Rights
(a) Subject to any validated claims, Carrier retains all rights to any salvage merchandise. Transportation and disposal of such merchandise is at Carrier’s sole discretion.
(b) Carrier shall, at its sole discretion, assume a warehousemen’s lien on all goods undelivered within 15 days unless a prior written agreement exists. Goods will not be released unless storage charges are satisfied.

8.3 Concealed Claims - All claims shall be carefully investigated, particularly those involving concealed loss and damage. Such claims will be settled individually based upon the findings determined through investigation.

8.4 Conflicting Claims - If investigation of a claim reveals that one or more other carriers have been presented with a similar claim on the same shipment, the carrier investigating such claim shall communicate with each such other carrier, and prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

8.5 Interline Agreements - Carrier is not a Party to any contracts, agreements, and arrangements between or among carriers that pertain to the processing and disposition of cargo claims.

8.6 Perishable Cargo
(a) The furnishing of protective service, as provided herein, does not undertake to overcome the inherent tendency of perishable goods to deteriorate or decay, but merely to retard such deterioration or decay. This may be accomplished by reasonable protective service of the kind and extent requested by the shipper, performed without negligence.
(b) When perishable freight is delivered to the consignee by this carrier, the consignee must check freight to determine quantity being received and condition insofar as it is possible to determine by close, careful observation. The consignee must also take product temperatures of the goods being delivered. If shortage, damage or out-of-line temperatures are found to exist, then a notation applicable to the discrepancy will be so noted by the consignee on the carrier's copy of the delivery receipt. When offering a shipment for delivery, if any portion of the shipment bears any indication of having been pilfered, a joint inventory of contents shall be made by Carrier's driver and the consignee, and the results of inventory so noted on Carrier's copy of the delivery receipt.
(c) Where perishable commodities are transported, the carrier will not entertain any claims unless the carrier is notified within 24 hours from the time of delivery. In no case shall the carrier be responsible for damage to products when the carrier accepts a shipment, or portion of a shipment, as a unit (i.e. master cases, palletized shipments, etc.), when damage is not outwardly detectable by the carrier at the time of loading.

8.7 Special Damages - In no instance shall the carrier be liable for any indirect, consequential, loss of profit, special, exemplary or punitive damages, even if it has been advised of the possibility of such damages.
8.8 Supporting Documents - As a necessary part of an investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowances, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, the carrier shall, before voluntarily paying the claim thereon, require the claimant to establish the actual value of the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

8.9 Verification of Loss - When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the carrier shall obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

### Claims; Recovery of Charges

<table>
<thead>
<tr>
<th>SECTION 1</th>
<th>Item 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Claims for overcharge, duplicate payment, or over-collection must be filed in writing by claimant within six (6) months from date of delivery and shall be accompanied by sufficient information to allow carriers to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known,</td>
<td></td>
</tr>
<tr>
<td>(b) Except when the original invoice is not a paper document but is electronically transmitted, claims for overcharge shall be accompanied by the original invoice. Additional information may include, but is not limited to, the following:</td>
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<tr>
<td>(i) The rate, classification, or commodity description or weight claimed to have been applicable,</td>
<td></td>
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<tr>
<td>(ii) Complete tariff authority for the rate, classification, or commodity description claimed,</td>
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<tr>
<td>(iii) Invoice payment information; check number, check amount and check date,</td>
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<tr>
<td>(iv) Other documents or data which is believed by claimant to substantiate the basis for its claim.</td>
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<tr>
<td>(c) Claims for duplicate payment and over-collection shall be accompanied by the original invoice(s) for which charges were paid (except when the original invoice is not a paper document but is electronically transmitted) and by invoice payment information.</td>
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</tr>
<tr>
<td>(d) Carrier may accept copies instead of the original documents required to be submitted in this item where the carrier is furnished with an agreement entered into by claimant who indemnifies the carrier for subsequent duplicate claims which might be filed and supported by the original documents.</td>
<td></td>
</tr>
<tr>
<td>(e) Carrier must issue any invoice for charges in addition to those originally billed within 180 days of the date of the original invoice in order to have the right to collect such additional charges. Debtor must contest the original invoice within 180 days of the date of the original invoice in order to have the right to contest such charges.</td>
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</tr>
</tbody>
</table>

### Collect On Delivery (C.O.D.)

<table>
<thead>
<tr>
<th>SECTION 1</th>
<th>Item 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carrier does not accept shipments tendered as Collect on Delivery (C.O.D.). If Carrier is inadvertently tendered a shipment that is labeled as C.O.D., Carrier shall not be responsible or held liable for the collection of any funds for the shipper relating to the C.O.D. shipment.</td>
<td></td>
</tr>
</tbody>
</table>

### Debtor Offsets

<table>
<thead>
<tr>
<th>SECTION 1</th>
<th>Item 11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debtor shall not have the right to withhold or offset the payment of charges due Carrier for any reason, including but not limited to outstanding loss, damage, overcharge or over collected claims.</td>
<td></td>
</tr>
</tbody>
</table>
Exclusive Use of Vehicle

SECTION 1  
Item 12

Carrier has control of the vehicle and the unrestricted right to select the vehicle or vehicles for the transportation of a shipment, transfer the shipment to other vehicles and to load other freight in the same vehicle with any such shipment. When, upon written request of the shipper or consignee and consent of the carrier, a vehicle is used exclusively for the transportation of a shipment because of the need for unscheduled expedited service, or because of the shipper's or consignee's demand for segregation or separation from other freight, it will be subject to the following.

12.1 Minimum Charge - Authorized rates will apply; however, in no case shall the charge be less than the applicable truckload rate, subject to truckload minimum charges.

12.2 Confirmation and Guarantee - The Party making the demand must confirm same in writing and must guarantee the charges.

Impracticable Operations

SECTION 1  
Item 13

Carrier shall not be liable for any failure to perform its service or for loss, damage or delay to any of the goods described in the bill of lading when such is caused by an act of God, public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotion or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of the shipper, consignee, or owner of the goods, or any cause beyond Carrier's control.

Late Delivery

SECTION 1  
Item 14

Carrier is not bound to transport property in any particular vehicle in time for any particular market(s) other than to transport the merchandise with reasonable dispatch.

14.1 Carrier attempts to meet all requested deliveries, but does not guarantee a specific day or time, except by Payor’s request for and Carrier’s acceptance of participation in the Carrier’s Guarantee Services Program, which specifically identifies the limitation of liability in the event of delay. Delivery times are subject to unanticipated waiting times, adverse traffic conditions, inclement weather conditions and other causes of unforeseen delays. Claims for delayed deliveries, missed appointment time and short codes are not honored. Carrier will do everything reasonably practicable to meet the shipper's delivery request, provided that Carrier is given a due date at the time the order is placed. If Carrier is unable to meet due date because of scheduling conflicts, Carrier will make every practical effort to alert the shipper by telephone, email, fax or other means as soon as possible after the delay becomes known, but will not pay for late delivery charges.

Limitation of Carrier's Liability

SECTION 1  
Item 15

15.1 Cargo Liability - Except as otherwise provided herein, Carrier's liability for cargo loss or damage shall be limited to a maximum of three dollars per pound ($3.00/lb.), but not to exceed one hundred thousand dollars ($100,000.00) per shipment while the product is in transit within the continental United States. FFE does not have any Cargo Liability nor does FFE provide any Cargo Insurance whatsoever while the product is at the customs brokers or is in transit outside the continental United States, to include within the Republic of Mexico or Canada. Cargo Insurance while the product is outside the continental United States must be arranged for by the shipper, consignee and/or owner of the goods. Any shipment with an actual value in excess of the valuation limitation described in this paragraph will
not be accepted unless Carrier has acknowledged in writing acceptance after prior notification of excess value.

15.2 Warehouseman Liability - Unless otherwise agreed to in writing, Carrier’s liability as a Warehouseman or ordinary Bailee for cargo loss or damage shall be limited to a maximum of fifty cents per pound ($0.50/lb.).

15.3 Return Shipments - The provisions of this item will apply to shipments that are returned, regardless of whether Carrier delivered the original shipment. Carrier will not be liable for the condition of the cartons, packages or products contained therein. Carrier will not be liable for the product piece count in palleled or unitized shipments, but only for the delivery of the same number of pallets or bins tendered to Carrier. Carrier will not accept or be liable for return shipments requiring dual temperatures. Carrier’s liability will be limited to delivery of the same amount of loose pieces, pallets, or bins tendered, and delivery of the product at the same temperature as recorded when the product was tendered to Carrier.

15.4 Commodities Not Described - When the commodity transported cannot be determined from the bill of lading, carrier's liability for cargo loss or damage shall be limited to a maximum of $0.50 per pound, but not to exceed $15,000.00 per shipment.

15.5 Specific Commodities - When the commodity transported is determined to be a type as specifically described in this section, Carrier's liability for cargo loss or damage shall be limited to a maximum of one dollar per pound ($1.00/lb.), but not to exceed thirty thousand dollars ($30,000.00) per shipment, except as otherwise provided in tariffs subject hereto.
   (a) Wine, beer, distilled spirits and/or other alcoholic beverages.
   (b) Crab, crayfish, lobster, oysters, shrimp, and/or other edible crustaceans or parts thereof.
   (c) Caviar and/or caviar substitutes prepared from fish eggs.

15.6 Shipper Causes - Property accepted for shipment under the terms and conditions of this and/or any tariff subject hereto, will be received and transported subject to such directions only, and to such election by the shipper respecting the character and incidence of the protective service of the kind and extent so directed and elected by the shipper. The carrier will not be liable for any loss or damage that may occur because of acts of the shipper, or because his directions were incomplete, inadequate, or ill-conceived.

15.7 Temperature Change - When the carrier is requested to reduce the in transit temperature for a Cooler, Frozen or Protective Service shipment, or to provide lower temperature than that provided in the above paragraphs, the carrier will make a reasonable effort to do so, at the expense of the shipper, but in no case does the carrier guarantee to reduce or provide a temperature other than that provided herein.

Order Notify Shipments

Carrier will not accept from any shipper or carrier a shipment moving on "Order Notify" bills of lading. If Carrier is inadvertently tendered a shipment that is labeled as Order Notify, Carrier shall not be responsible for additional obligation or duty for such shipment other than that of a common carrier.
SECTION 1

Precedence of Applications (NMF 100 and FRZF 115)

Where the National Motor Freight Classification - NMF 100 and the FFE Transportation Services, Inc.’s Class Exception Tariff - FRZF 115 conflict, the FRZF 115 classification shall prevail.

SECTION 1

Prohibited or Restricted Commodities

18.1 Extraordinary or High Value Commodities - Except as otherwise provided in tariffs subject hereto, commodities of extraordinary value, which exceed three dollars per pound ($3.00/lb.) in value, will not be accepted for shipment. If such a shipment is inadvertently accepted, it will be deemed to have been released to the carrier at the carrier’s standard release valuation. However, all shipments having extraordinary value, which have been agreed to in advance and duly accepted in writing by the carrier shall be subject to the Excessive Value rule stated in Section 2 Item 6 herein.

18.2 Freight Liable to Damage Other Freight or Equipment - Carrier is not obligated to receive freight liable to impregnate or otherwise damage other freight, and such shipments will be refused.

18.3 Hazardous Materials - Carrier is not authorized by the Department of Transportation (D.O.T.) to transport hazardous materials. If Carrier inadvertently accepts a hazardous shipment, whether tendered as hazardous or not, all liability and cost associated with returning the shipment, taking the shipment to safe storage, or interlining the shipment with an authorized hazardous material carrier shall be assumed by the shipper that tendered the shipment.

SECTION 1

References Include Reissues

Reference herein to tariffs, items, notes, pages, rules, etc., are continuous and include supplements to and successive reissues of such tariffs, items, notes, pages, rules, etc.

SECTION 1

Sealing of Trailers

Except as otherwise provided in tariffs subject hereto, nothing herein contained shall authorize the shipper or consignor of any shipment to seal any vehicle in which its shipment is loaded, nor require the carrier to transport any shipment in any particular vehicle, nor prevent the carrier from loading additional freight in any vehicle with any other shipment.

SECTION 1

Shipper Load and Count

When shipments are loaded by the shipper or the shipper’s agent and a seal is affixed without Carrier’s driver present to confirm count, freight will be considered to be tendered to Carrier as Shipper Load and Count (SL&C). On such shipments, Carrier shall not be liable for overages, shortages, or damages. Carrier will not be responsible for shortages or overages on any unsealed shipment where the freight is banded, strapped, netted, shrink-wrapped or otherwise secured to pallets, skids, bins, or platforms preventing an accurate piece count. Carrier will only be responsible for the number of pallets, skids, bins, or platforms on such shipments. Shipper or driver’s failure to include SL&C on the applicable bill of lading does not change the liability of any Party if the shipper did, in fact, load and count the shipment.

SECTION 1

Substituted Service

Carrier may, at its option, substitute rail service for highway service between all points where it has lawful operating rights as a motor or common carrier. For its operating convenience, Carrier reserves the right to hire other carriers to provide all or part of given movements. Carrier agrees to protect the rates set
forth herein when substituted services are provided and warrants that all terms, conditions, duties, and obligations owed to shipper will be provided.

SECTION 1

Item 23

Terminal Charges at Ports and Airports

Unless otherwise provided in tariffs subject hereto, the rates and charges do not include tolls, wharf access fees, usage fees, loading or unloading charges, or any other port, terminal, or airport charges at piers, wharfs, dockside terminals, or warehouses, and Carrier will not absorb said charges. Where possible, such charges will be added to the initial billing to the payor of the freight charges, or in a supplement billing, in addition to Carrier's freight charges.

SECTION 1

Item 24

Transfer Charges

Except as otherwise provided in tariffs made subject hereto, joint rates include all charges for drayage or other transfer service at intermediate transfer points on shipments handled through, and not stopped for special services at such intermediate transfer points.

SECTION 1

Item 25

Unjustified Refusal of Product or Shipment

Product or Shipment refused for alleged infestation, odor contamination or loading with non-prohibited commodities are subject to independent lab analysis. If the results of the analysis are negative, FFE will bill the costs of the lab analysis to the owner of the goods. The goods will be placed On-Hand and the owner of and the goods will be notified via an On-Hand Notice. Storage charges will apply unless the report shows justifications for refusal, and the lab fees will be paid by FFE.

SECTION 1

Item 26

Weight of Shipment

Except as otherwise provided, transportation rates apply on actual gross weights, inclusive of tare weight subject to the minimum weights specified.
GENERAL RULES AND CHARGES FOR SPECIAL AND ACCESSORIAL SERVICES
TARIFF FRZF 105

SECTION 2 - GENERAL CHARGES FOR ACCESSORIAL SERVICES
Re-Issued on April 1, 2013

Additional Labor Charges
When requested by the shipper or consignee and the carrier's operating conditions permit, extra labor will be furnished or provided by Carrier for the following services and the associated charges shall apply:

1.1 Loading or Unloading Charges
(a) Driver Labor Charge - $52.50 per hour or fraction thereof, with a minimum of $210.00 per person per location.
(b) Lumper Service - When lumper services are required to be paid for loading or unloading, the charges will be passed through to the Party responsible for paying the freight charges as follows:
   Lumper charges will be passed through on a proration of the total amount paid to the lumper service, based on the weight of each shipment involved.

1.2 Pickup / Delivery Charge Not Adjacent To Vehicle - $3.15 per 100 pounds with a minimum of $63.00 per shipment.

1.3 Sorting and/or Segregating and/or Restacking - $1.35 per 100 pounds with a minimum of $53.00 per shipment

1.4 Marking or Tagging Freight - Carrier will, at the request of the shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight, subject to the following additional charge as applicable:
(a) Labeling Charge - $2.65 per package with a minimum of $37.00 per shipment.

1.5 Liftgate Service - When liftgate service is requested and where Carrier has the specific equipment available, the following charge shall be applied; otherwise any cost associated with providing the service shall be passed through to the Party responsible for the freight charges:
(a) Liftgate Fee - $237.00 per shipment

1.6 Trailer Cleaning Charge - $75.00 per trailer

1.7 Dumping Unclaimed Freight - Undamaged Freight that is refused (for reasons not Carrier-caused) and due to quantity must be disposed of in a landfill or dumpsite, will be assessed the following charge in addition to any charges assessed by the landfill or dumpsite:
(a) Dumping Charge – $52.50 per hour or fraction thereof with a minimum of $210.00

Blind Shipments
When a Third Party controls the shipment and requests that the shipper and consignee not be made known to each other, the following additional charge and conditions will apply:

2.1 Blind Shipment Charge - $42.00 per shipment

2.2 A written request from Third Party must be made to and accepted by Carrier prior to pickup.

2.3 The shipment must be prepaid and section 7 of the BOL cannot be signed.

2.4 Carrier will not ensure the confidentiality of the transaction
Changes in Destination

Once a shipment has been tendered, picked up, and is en route, and the original destination is changed or delivery cannot be made to the consignee, due to no fault of the carrier, shipment shall be subject to the following additional charges as applicable:

**3.1 Reconsignment or Diversion of Shipment** - $80.00 in addition to the legally published tariff rate to and from reconsignment point but not less than the published direct rate from original point of origin to ultimate destination

**3.2 Redelivery Charge** - Applicable tariff rates will be applied for each additional attempt to redeliver any shipment, which due to no fault of the carrier, was unable to be delivered on the initial attempt.

Consolidating or Distributing Freight

Shipments for which consolidation or distribution service is requested will be accepted, subject to the bill(s) of lading being clearly endorsed by the shipper as to the service requested, specific instructions as to addresses and quantities to be consolidated or distributed, and additional charges being accepted by the responsible Party as follows:

**4.1 Consolidation Charges** - The charge for distribution service shall be $1.40 per hundred pounds based on the actual weight tendered for distribution on the inbound movement. This charge is subject to a minimum charge of $79.00 per inbound

**4.2 Distribution Charges** - The charge for distribution service shall be $1.40 per hundred pounds based on the actual weight tendered for distribution on the inbound movement. This charge is subject to a minimum charge of $79.00 per inbound

Detention or Delay of Equipment

Carrier’s linehaul charges include a reasonable amount of time to accomplish the pickup and/or delivery of a shipment. When, due to no fault of the carrier, the loading and/or unloading is delayed beyond the allowed free time of two hours, the following additional charges shall be applicable to the payor of the freight charges:

**5.1 Inspection Request** - When at the request of the shipper, other Party to the shipment, or an authorized Third Party, a loaded vehicle that is under the control of the carrier is required to re-handle or audit any shipment or part thereof, the carrier may assess against the Party requesting such service a Detention Charge as well as applicable labor charges as defined in this tariff.

**5.2 Detention Charges** - $13.20 per quarter-hour or portion thereof with a minimum of $27.00 per shipment. Charges for each shipment will be prorated based on each shipment’s weight compared to the total weight of all shipments for that particular shipper, load at and/or consignee.

Excess Value

Excess value provisions made a part of any bill of lading contract executed by carrier's driver without other prior notification and written acknowledgement shall not be considered to be prior notification; and any shipment thereby accepted by carrier shall be considered to be an inadvertently accepted shipment. If a shipment is inadvertently accepted, it will be deemed to have been released to the carrier at the carrier’s
standard release valuation. For excess value shipments duly accepted by the carrier, the following additional charges shall be applicable to the payor of the freight charges:

6.1 **Excess Value Charge** - $75.00 per each additional $100.00 of declared valuation over $100,000.00

### Extra Pickup/ Delivery Charges

**SECTION 2**  
**Item 7**

Carrier’s linehaul charges include one pickup at a dock of a business location and one delivery at a dock of a business location that is easily accessible by Carrier’s equipment without unreasonable delays. Additional requirements of fulfilling the pickup and/or delivery of the shipment that causes Carrier’s equipment to be repositioned, delayed, or at a non-business dock location, will be subject to the following additional charges as applicable:

7.1 **Vehicle Transfer** - $63.00 for each additional repositioning of equipment

7.2 **Locations Without Dock Facilities** - $3.15 per hundred pounds with a $63.00 minimum for pickup or delivery to locations without dock facilities readily accessible by Carrier’s equipment.

7.3 **Convention Centers Charge** - $5.25 per hundred pounds with a $105.00 minimum charge for pickup or delivery to a convention center. This charge is in addition to any detention that would apply (Section 2, Item 5).

7.4 **Restricted Security Locations** - $3.15 per hundred pounds with a $63.00 minimum for pickup or delivery to locations that cause delay to gain access due to restricted security.

### Guarantee Services Program

**SECTION 2**  
**Item 8**

When the Payor of the freight charges requests guarantee service and the Carrier confirms acceptance for a specific shipment(s), then the Guarantee Services shall apply. Carrier guarantees that the service will meet the standard transit days for pickup and delivery as established in the Carrier’s online transit calculator. Except for causes of force majeure, Carrier will refund the net linehaul charges to the Payor of the freight charges for its failure to meet the guarantee.

8.1 **Guarantee Services Program Requirements**

(a) Payor must request the service in writing  
(b) Carrier must confirm acceptance of the request in writing  
(c) Shipment(s) must be rated based on Carrier’s tariff FRZF-504  
(d) Pickup and delivery dates must be within Carrier’s standard transit times  
(e) To receive a refund, Payor must file a claim in writing, referencing the order/invoice number, to Carrier’s corporate headquarters within sixty (60) days of shipment pickup date.

8.2 **Guarantee Services Charge** - Additional 30% of net linehaul with a minimum of $79.00 per shipment
**High Cost Service Areas**

Shipments that originate or deliver in the following zip code areas that, due to no fault of the carrier, require additional cost including but not limited to local cartages, toll charges, ferry charges or extra labor shall be subject to the following additional charge as applicable:

9.1 **High Cost Service Areas** - $3.15 per one hundred pounds with a $79.00 minimum for pickup or delivery to the following locations:

<table>
<thead>
<tr>
<th>State</th>
<th>Zip Codes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alabama</td>
<td>Dauphin Island, AL 36528</td>
</tr>
<tr>
<td>North Carolina</td>
<td>Ocracoke, NC 27960</td>
</tr>
<tr>
<td>California</td>
<td>Avalon, CA 90704</td>
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<tr>
<td>Texas</td>
<td>North Padre Island, TX 78373</td>
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<tr>
<td>Florida</td>
<td>Boca Grande, FL 33921</td>
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<td></td>
<td>Captiva, FL 33924</td>
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<td></td>
<td>Key West, FL 33036, 33037, 33040, 33042, 33043, 33050, 33070</td>
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<td>Pensacola Beach, FL 32561</td>
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<td>Sanibel, FL 33957</td>
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<td>Maine</td>
<td>Isleboro, ME 04848</td>
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<td>Northhaven, ME 04853</td>
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<td>Vinalhaven, ME 04863</td>
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<td>Massachusetts</td>
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<td>Nantucket, MA 02554, 02564, 02584</td>
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<td>Michigan</td>
<td>Drummond Island, MI 49726</td>
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<tr>
<td>New York</td>
<td>Long Island/Shelter Island/NY City Zip Codes 100-108, 110-119</td>
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<tr>
<td>Washington</td>
<td>Anderson Island, WA 98303</td>
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<td>Bainbridge Island, WA 98110</td>
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<td>Blakely Island and Cypress Island, WA 98222</td>
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<td>Decatur Island, WA 98261</td>
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<td></td>
<td>Deer Harbor, WA 98243</td>
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<td>Eastsound, WA 98245</td>
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<td>Lopez Island, WA 98261</td>
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<td>Lummi Island, WA 98262</td>
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<td>Olga, WA 98279</td>
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<td>Orcas, WA 98280</td>
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<td></td>
<td>Point Roberts, WA 98281</td>
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<td>San Juan Island, WA 98250</td>
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<td>Shaw Island, WA 98286</td>
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<td>Stuart Island, WA 98250</td>
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<td>Vashon Island, WA 98070</td>
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<tr>
<td></td>
<td>Waldron Island, WA 98297</td>
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</table>

**Homeland Security Charges**

Shipments for export or import will be subject to the following additional charges as applicable:

10.1 **Border Crossing Charge** - Shipment from the United States to Canada/Mexico or from Canada/Mexico to the United States will be assessed an additional charge of $48.00 per shipment.
GENERAL RULES AND CHARGES FOR SPECIAL AND ACCESSORIAL SERVICES
TARIFF FRZF 105

10.2 U.S Customs Bond - Shipments moving under U.S. Customs Bond will be subject to the following minimum charges as applicable:
(a) Special Handling Charge - $2.10 per hundred pounds with a minimum of $105.00 per shipment
(b) High Security Charge - $262.50 per shipment

10.3 Export/Import Charges
(a) Additional Day Charge - $473.00 per day or part thereof, if due to no fault of the carrier, the loading or unloading is delayed at piers, wharves, or warehouses beyond a 24 hour period.
(b) Direct to Pier Charge - $105.00 for each pickup or delivery made directly to a pier rather than to a warehouse, cold storage, or local drayman.

SECTION 2
Item 11
Multi-temperature Services
When Multi-Temperature Service is requested by the shipper, and Carrier provides the requested service, the following additional charges shall be applicable to the payor of the freight charges:
11.1 Multi-temperature Charge - 16% added to the linehaul charges with a minimum of $53.00 and a maximum of $158.00. This charge is subject to associated fuel charges.

SECTION 2
Item 12
Non-Regular Business Hours
Shipments requiring carrier to deliver during non-regular business hours will be subject to the following additional charges as applicable:
12.1 Night Pickup or Delivery Charge - $105.00 per shipment

12.2 Holiday Pickup or Delivery Charge - $158.00 per shipment for pickups or deliveries on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (if the holiday falls on Saturday it is observed the preceding Friday, and if it falls on Sunday, it is observed the following Monday).

SECTION 2
Item 13
Payment of Charges
Carrier will not deliver or relinquish possession of any property transported by it until payment has been received or arrangements for payment, acceptable to Carrier, have been made for all tariff rates and charges. Payment of charges must be made in United States Dollars (USD) only. Where applicable, Carrier may assess the following additional charges for the collection of payment:
13.1 Late Payment Penalty - $37.00 per invoice and subject to additional interest up to the maximum amount allowed by law.

13.2 Return Check Fee - $53.00 per check

13.3 Acceptable Methods of Payment - Company check, money order, certified check, wire transfer, electronic funds transfer (EFT / ACH), and payment on line are all acceptable methods of payment, unless at the discretion of the carrier certified funds are required.

13.4 Extension of Credit - At the sole discretion of the carrier, credit may be extended to the Party responsible for payment of freight charges for 15 days from freight bill presentation and subject to periodical review.
13.5 Deductions and Offsets - Deductions and offsets are not allowed.

13.6 Additional Collection Cost - In addition to the penalties for late payment, if the carrier must resort to a collection agency or attorney for collection of the freight charges, the Party responsible for payment of freight will be assessed attorney fees, court cost and any other cost associated with or as a result of collection and/or suit.

### Special Charges

Shipment requiring special equipment, handling and/or processing not otherwise identified in this tariff shall be subject to additional charges as applicable, including but not limited to the following:

**14.1 Additional Day Charge** - $473.00 when an additional stop requires an overnight delay due to delivery appointment schedules for shipments less than 350 miles

**14.2 Pallet Exchange Charges** - When the service of pallet exchange is requested and pallet equipped vehicles are available, Carrier may provide such service for an additional charge of $8.50 per pallet as applicable to the payor of the freight charges. Carrier does not warranty the quality, condition or compliance to any food safety regulations with regards to the pallets being exchanged.

### Truck Ordered Not Used

When Carrier receives instructions from the Party ordering transportation services and dispatches equipment towards a point designated in accordance with the instructions and due to no fault of the carrier the orders are cancelled, the following charge will be applied:

**15.1 Truck Ordered Not Used** - $158.00 flat charge per occurrence

### Undelivered / Refused Freight / Storage Charges

When certain shipment conditions occur that, at no fault of the carrier, prevent Carrier from completing delivery, the following additional charges shall be applied as warranted:

**16.1 Undeliverable Shipment** - When Carrier attempts delivery and the consignee cannot receive shipment. Actual tender of delivery will constitute notice of arrival of a shipment at its destination and the shipment shall be subject to the following additional charges after twenty-four hours.

  (a) **Carrier Provided Storage** - $1.85 per hundred pounds with a minimum of $90.00 per day

  (b) **Public Warehouse or Cold Storage** - $1.85 per hundred pounds with a minimum of $90.00 per day and a maximum of $525.00 per vehicle used to transport shipment to storage, plus any and all storage charges by the public storage facility. Carrier will not be responsible for any charges accruing to the public warehouse or cold storage.

**16.2 Refused, Overage and/or Astray Shipments** - Refused shipments, or portions thereof, being held awaiting disposition, and which are reshipped from the original destination to an interline carrier, warehouse, or facility for disposition, shall be subject to the following additional charges:

  (a) **Awaiting Disposition** - $84.00 per hour with a minimum of $184.00

  (b) **Return of Entire Shipment** - When an entire shipment is refused or rejected by the consignee at destination, and upon instructions from the shipper or owner Carrier is instructed to return the entire shipment to initial point of origin, charges will be based on the rate applicable from initial origin to original destination. If inbound shipment to original destination is shipped collect, the return of the
shipment to initial origin will include the inbound collect charges, and payment of these charges will be collected from the shipper or owner of the shipment, in addition to the return charges.

(c) **Return of Partial Shipment** - When a portion of the shipment is refused or rejected, and carrier is instructed to return the refused portion, the applicable tariff rates will apply from the point where the shipment was refused to the point to which the shipment was returned.