

Effective April 1, 2018



XPO Logistics Express, LLC

Rules Tariff 102

("Rules Tariff 102" replaced "Rules Tariff EPOI 101" in its entirety effective July 14, 2014)

**Providing Rules and Special Service Charges BETWEEN ALL
POINTS**

IN THE UNITED STATES, CANADA, and MEXICO

MC 219694

US DOT 460019

**THIS RULES TARIFF APPLIES ON INTERNATIONAL, INTERSTATE AND
INTRASTATE COMMERCE**

For Surface Expedite Call 1.800.800.5161

For Select Services Call 1.877.367.3971

CHECK SHEET

Amendments and revisions to this publication are effective as of the date provided below.

ITEM NUMBER	PAGE NUMBER	DATE OF REVISION
Modified to reflect company name change from XPO Express, Inc. to XPO Logistics Express, LLC	Cover page, footer, 1	07.17.2017
The name of the document was changed from "Rules Tariff EPOI 101" to "Rules Tariff 102"	Cover page	07.14.2014
Modified for company branding d/b/a XPO Logistics, website address and logo change	Cover page	05.01.2015
100	1	11.15.15
110	1	11.15.15
120	1	11.15.15
150		Removed
161	1	11.15.15
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Item 100 - APPLICATION OF TARIFF

This Rules Tariff 102 (this "Tariff") and the rates, rules and special service charges stated herein apply to motor carrier transportation of cargo by **XPO LOGISTICS EXPRESS, LLC** (the "Carrier" or "XPO") in interstate, intrastate and/or foreign commerce between points in the United States, Canada and Mexico. Application of this Tariff may be waived only if such waiver is express and contained in a written agreement signed by an authorized representative of Customer and an officer of Carrier.

If XPO arranges for transportation of cargo exclusively via third party motor carrier and does not transport such cargo at any time on motor vehicle equipment owned by or leased to XPO, then such services will be under XPO's property broker authority issued by the United States Department of Transportation (the "DOT") and will be subject to and governed by the XPO Customer Standard Terms and Conditions available at www.xpo.com/business-terms.

For any shipments where XPO arranges air transportation, any ground transportation provided by XPO with respect to any such shipment will be subject to and governed by this Tariff, and in all other respects, such services will be subject to and governed by the XPO Customer Standard Terms and Conditions available at www.xpo.com/business-terms, which provides that, among other provisions, that the bill of lading issued by the air carrier will apply.

If there is a conflict between the terms and conditions of this Tariff and the terms and conditions on any bill of lading, shipping order, manifest, or any other transit document issued in connection with motor carrier transportation performed by Carrier, the terms and conditions of this Tariff as amended, modified, changed, or supplemented will take precedence.

Nothing in this Tariff will be deemed to obligate Carrier to accept cargo from Customer. Carrier is free to accept or reject any specific tender and will have no liability arising from or related to any refusal to transport cargo tendered by Customer.

Item 110 - CHANGES TO THIS TARIFF

This Tariff may be changed from time to time without notice.

When this Tariff is amended or revised, the revisions will take effect at 12:01 AM Eastern Time as of the Effective Date shown thereon and will cancel all prior versions of this Tariff.

Customers are advised that the terms, conditions, limitations and charges set forth in this Tariff in effect on the shipment tender date will apply. The current version of this Tariff may be obtained from Carrier's website at www.xpo.com/business-terms.

Item 120 – DEFINITION OF CUSTOMER

For purposes of this Tariff, "Customer" will mean any entity responsible for requesting that Carrier provide services governed by this Tariff, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services or having an interest in the cargo, including but not limited to the shipper (i.e., consignor), the receiver (i.e., consignee) and the beneficial owner of the cargo.

Item 161 - APPLICATION OF TARIFF-FUEL SURCHARGE

All shipments transported by Carrier will be subject to a fuel surcharge as provided below.

DOE WEEKLY INDEX COST PER	SURCHARGE
1.800-1.899	8.0%
1.900-1.999	9.0%
2.000-2.099	10.0%
2.100-2.199	11.0%
2.200-2.299	12.0%
2.300-2.399	13.0%

DOE WEEKLY INDEX COST PER	SURCHARGE
2.400-2.499	14.0%
2.500-2.599	15.0%
2.600-2.699	16.0%
2.700-2.799	17.0%
2.800-2.899	18.0%
2.900-2.999	19.0%

DOE WEEKLY INDEX COST PER	SURCHARGE
3.000-3.099	20.0%
3.100-3.199	21.0%
3.200-3.299	22.0%
3.300-3.399	23.0%
3.400-3.499	24.0%
3.500-3.599	25.0%
3.600-3.699	26.0%
3.700-3.799	27.0%
3.800-3.899	28.0%

DOE WEEKLY INDEX COST PER	SURCHARGE
3.900-3.999	29.0%
4.000-4.099	30.0%
4.100-4.199	31.0%
4.200-4.299	32.0%
4.300-4.399	33.0%
4.400-4.499	34.0%
4.500-4.599	35.0%

Fuel surcharges will be reviewed each Monday after 4:00pm and are taken from the Department of Energy Diesel Price Index-Region 2. Prices are available by calling 202-586-6966 or on the internet at www.eia.doe.gov. Should the price of fuel exceed this schedule, the surcharge will increase by 1% for every \$.10 increase in the price of fuel beginning at \$4.60. The fuel surcharge amount will be determined on the net line haul charge exclusive of any accessorial charges. Fuel Surcharge will appear as a separate item on the invoice.

Item 360 - BILLS OF LADING

Except as otherwise set forth herein, the terms and conditions of Carrier's standard bill of lading will apply regardless of a bill of lading or other document that is issued or substituted by Customer or any other party. Carrier's agent and/or drivers are not authorized to execute any documents with alternative terms and conditions. Any document other than Carrier's bill of lading will service as receipt for the goods received.

Item 360-01 - BILLS OF LADING-CORRECTED

A request for a corrected bill of lading for changes in collection, i.e., from collect to prepaid, prepaid to collect or to add, change, or delete a third-party billing may be accepted up to ninety (90) days from the date of Carrier's invoice and only from a party to the original bill of lading with written notice on company letterhead or a corrected bill of lading from the party assuming the payment identifying the company and person authorizing the correction, provided however that the party originally identified as being responsible for payment will remain liable to Carrier notwithstanding the terms of the corrected bill of lading.

Item 401 - CARGO CLAIMS RULES

Except as otherwise set forth herein, claims for cargo loss or damage will be processed in accordance with the federal claims, loss and damage regulations (49 C.F.R. 370) Code of Federal Regulations, Part 370, Principles and Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing of Salvage.

(A) FILING OF CARGO CLAIMS

- i. Claims must be filed in writing within nine (9) months from the date of delivery or within a reasonable time during which delivery should have been accomplished or Carrier will have no liability therefor. A claim for loss, damage, injury or delay to cargo will not be paid by Carrier unless filed in writing as provided in subparagraph (C) of this item with Carrier within the specified time limits applicable thereto. Notice of concealed damages will be submitted to Carrier within forty-eight (48) hours of delivery or the claimant will be responsible for overcoming the presumption that cargo delivered pursuant to a clean bill of lading was delivered in good order and condition.
- ii. Any suit to recover loss, damage or delay to cargo must be instituted no later than two years and one day after all or any part of the claim is denied.
- iii. The claim must be submitted in writing from the claimant within the time limits specified in the bill of lading or contract between Carrier and the shipper or this Tariff and (1) contain facts sufficient to identify the shipment (s) of property involved; (2) assert liability for alleged loss, damage, injury or delay; and (3) make claims for the payment of a specified or determinable amount of money.
- iv. Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damages or both on freight bills, delivery receipts or other documents or inspection reports issued by Customer or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by Carrier as sufficient to comply with the minimum claim filing requirements as provided herein.

- v. Whenever a claim is filed with Carrier for an uncertain amount such as “\$ 100.00 more or less” Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. Carrier will not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions as provided herein.

(B) ACKNOWLEDGMENT OF CLAIMS

- i. Carrier will, upon receipt in writing of a proper claim, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by Carrier unless Carrier has paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier will indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by Carrier to further process the claim that the preliminary examination of the claim as filed may have revealed.
- ii. Carrier will, at the time each claim is received, create a separate file and assign a specific, unique claim file number and note the number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgement of receipt and, if in Carrier’s possession, the shipping order, bill of lading and delivery receipt, if any, regarding the claim in process. At the time the claim is received, Carrier will notate the date of receipt on the face of the claim document and the date of receipt will be notated on Carrier’s written acknowledgment of receipt to the claimant.

(C) INVESTIGATION OF CLAIMS

- i. Any claim filed against Carrier filed in the manner prescribed herein will be promptly and thoroughly investigated, provided investigation has not already been satisfied prior to the receipt of the claim.
- ii. Each claim will be supported by
 - a. the original bill of lading;
 - b. evidence of the freight charges, if any; and
 - c. evidence supporting the value of the property subject to the claim;
 - d. provided, however, that
 - 1. where the invoice does not show price or value,
 - 2. where the property involved has not been sold, or
 - 3. where the property has been transferred at book value only, then
 - 4. Carrier will require the claimant to establish the destination value in the quantity shipped, transported or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms, before voluntarily paying a claim.
- iii. A prerequisite to payment by Carrier of a claim for loss of an entire piece, package or shipment will be securing a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other party.

(D) DISPOSITION OF CARGO CLAIMS

Carrier will pay, decline or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by Carrier; provided that if the claim cannot be processed and disposed of within one hundred twenty (120) days, after expiration of each succeeding sixty (60) day period while the claim is pending, Carrier will advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition and Carrier will retain a copy of each advise to the claimant in its claim file.

Upon payment of any loss, damage or delay claim, Carrier will become subrogated to all rights and remedies of Customer in respect to such claim, and Customer agrees to cooperate with Carrier in pursuing any subrogation rights or remedies that may not be available to Carrier.

(E) CLAIMS LOSS AND DAMAGE-SALVAGE

- i. Customer must cause the consignee to accept delivery of a shipment and is not entitled to abandon any shipment to Carrier. Customer has a duty to mitigate damages by accepting damaged cargo unless it is of no value and without salvage value. The obligation to mitigate damages also includes replacing damaged cartons and packaging, relabeling freight and undertaking other repairs and replacement of packaging.
- ii. If owner, consignee or other person entitled to receive the cargo refuses to accept such cargo due to damage or any other reason, Carrier, after giving due notice, wherever practical to do so, to the

owner and other parties that may have an interest therein, and unless otherwise advised to the contrary after giving such notice, may sell or dispose of such property directly or by a competent salvage agent. The amount of sale will be applied to the costs of the sale and Carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership. Carrier will maintain a record sufficient to identify the property involved in order to be able to correlate it to the shipment or transportation involved and claim filed.

- iii. Upon receipt of a shipment on which salvage has been processed as provided herein, Carrier will record on its claim file the lot number assigned, the amount of money recovered, if any, and the transmittal of such money to the person or persons lawfully entitled to receive the same.

(F) DISPOSITION OF OVERAGE

Consignee will accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by Carrier upon request in return for payment of Carrier's freight charges.

In the event consignor or consignee decline to accept overages and mitigate damages, Carrier will treat any overage as salvage and after notice will sell the overage in accordance with the provisions herein. The proceeds of any such sale less Carrier's freight and storage charges will be remitted to the persons lawfully entitled to receive the same.

Carrier will not be liable for any difference between the sales price of overage and destination market value where the shipper or consignee decline to mitigate damages.

(G) DISPOSITION OF CONTESTED CARGO CLAIMS

Claimant waives any right to set off or offset contested and unliquidated cargo claims against freight charges otherwise due to Carrier as a precondition of service. Claimant agrees to forfeiture of any contested claim asserted by it as a setoff after notice and demand for freight charges.

(H) ADDITIONAL RULES

- i. In no event will Carrier's liability exceed the lesser of the actual value of the cargo or the declared value.
- ii. The value of shipments involving documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, will be limited to the value of the actual media upon which it is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value will be limited to the value of the paper.
- iii. Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. Customer may not deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.
- iv. The valuation as determined by the provisions of this Tariff will be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is Customer's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this Tariff are assumed by Customer.
- v. Carrier is not bound to transport a shipment by a particular appointment schedule, or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch. Carrier will not be liable for late deliveries or missed appointments unless such late delivery or missed appointment is beyond Carrier's duty of reasonable dispatch, and such failure of reasonable dispatch results in actual loss or damage to goods, in which case Carrier's liability for the late delivery or missed appointment will be limited to the linehaul rate payable for such delayed shipment. In no event will a time quotation be considered a guarantee of delivery time.
- vi. If Customer loads and seals the cargo within the trailer and the seal is intact upon delivery, Carrier will not be liable for shortages or any damage to the cargo unless there is physical evidence of unauthorized entry into the trailer or conveyance while it was in the possession of Carrier and proof of actual damage or loss of Goods. In no event will a broken seal, in and of itself, be the sole ground for

rejection of cargo or filing a claim with Carrier. Carrier will also not be liable if (1) the seal is broken at the direction and under the supervision of an agent of a governmental authority, or (2) trailers or containers are preloaded and the adequacy of loading or count of such trailer or container cannot be practically determined by Carrier's representative. If a seal is broken for an inspection by an agent of a governmental authority, Carrier will request that the governmental authority reseal the trailer or container and/or make appropriate notation on the freight documentation form. The consignee may not refuse delivery of a shipment, even for food grade loads, due to broken or missing seals unless there is direct physical evidence of product tampering or contamination beyond the broken or missing seal. Contamination claims must be supported by appropriate quality inspections outlining the full actual loss. Carrier may break the seal on a trailer or container if it determines that breaking the seal is reasonably necessary to inspect, reposition, or protect the cargo or the equipment or to comply with federal, state, municipal, or provincial laws.

- vii. Customer is not entitled to reject a shipment, in whole or in part, due to ants or other pests on the outside of packaging. In the absence of any other evidence, the presence of ants or other pests will not create a presumption of loss to or contamination of the Goods.

Item 402 - CARGO CLAIM LIABILITY AND LIMITATION - U.S. AND CANADA

- (A) With respect to motor carrier services provided by Carrier entirely in the United States and/or Canada under Carrier's motor carrier authority with the DOT, Carrier will be liable for cargo loss or damage as a "carrier" pursuant to the Carmack Amendment (49 USC 14706) as amended from time to time regardless of whether transport is interstate, intrastate or involves foreign commerce. Carrier's liability for loss or damage to the shipment will not begin until the shipment is in Carrier's actual possession (as evidenced by a signed bill of lading or pick-up receipt). Unless a higher value is declared by Customer in accordance with the provisions herein and additional freight charges applicable to such declaration have been paid, Carrier's liability for such claims is limited to the lesser of: (i) the value of the goods lost, damaged or destroyed; (ii) \$.50 per pound per package; or (iii) \$100,000 per trailer or conveyance.
- (B) Consistent with the Carmack Amendment, Carrier will not be liable for the following: (1) damage to cargo or equipment to the extent due to packaging, loading, unloading, blocking, bracing or securing of the cargo (unless Carrier was engaged to provide such services); (2) inherent vice or defect in the cargo transported, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, deterioration of perishable products, or damages caused by heat or cold; (3) act of God; (4) an act or default of any Customer; or (5) shipments stopped and held in transit at Customer's request.
- (C) Declaring Excess Value.
 - i. Carrier must be notified at the time it agrees to transport cargo that a value in excess of the lesser of \$.50 per pound per package or \$100,000 per trailer or conveyance will be declared, and the amount that will be declared. The released value will be valid (meaning Carrier's limitation of liability will apply) unless Carrier has agreed in writing signed by an authorized representative to accept the cargo at the declared value. In order to request such additional liability, Customer must contact Carrier at (877) 367-3971 and make such request. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation sheet acknowledging Carrier's acceptance of increased liability and reflecting additional charges as set forth below. Carrier's driver is not an authorized representative of Carrier for purposes of this provision, meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring value.
 - ii. The declared value must be clearly stated as such on the face of the bill of lading.
- (D) Unless otherwise agreed by Carrier, a charge of \$0.60 per \$100.00 of declared value over \$100,000, in addition to all other charges, will be assessed.
- (E) The foregoing notwithstanding, cargo consisting of used or reconditioned machinery and equipment are released to a maximum of \$.10 per pound per lost or damaged article, subject to a maximum value of \$20,000 per trailer or conveyance. Cargo will be considered used or reconditioned if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused or reconditioned parts added during the reconditioning process. If Customer would like to declare excess value with respect to such shipments, it must comply with the procedures set forth above. The charge will be \$.05/mile per \$100.00 of value declared over \$20,000. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged.
- (F) In no event will Carrier's liability exceed the lesser of the actual value of the cargo or, if applicable, the declared value.

Item 403 - CARGO CLAIM LIABILITY AND LIMITATION – MEXICO

- (A) This item applies to any shipment that moves by motor carrier to, from or within Mexico regardless of the shipment's origin or destination point. Except to the extent that a court of competent jurisdiction determines that the Carmack Amendment compulsorily applies by its own terms to any such shipment as a matter of law, Carrier will have no liability with respect to claims for loss, damage or delay occurring or arising within Mexico. For purposes of this item, it will be assumed that any loss, damage or delay occurring with respect to any shipment to, from or within Mexico will have occurred within Mexico unless the claimant can prove by clear and convincing evidence that the loss, damage or delay arose elsewhere.
- (B) If it is determined by a court of competent jurisdiction that the Carmack Amendment compulsorily applies by its own terms to a shipment moving to, from or within Mexico, Carrier will be liable for such claims in an amount not to exceed the liability imposed by Mexican law as it pertains to loss or damage to cargo carried by motor carrier unless excess value is declared in accordance with the provisions of this item.
- (C) Declaring Excess Value.
 - i. Carrier must be notified at the time it agrees to transport cargo moving to, from or within Mexico that Customer would like to declare value in excess of the limits imposed by Mexican law (which is 15 days minimum wage (currently \$70.10 Pesos in 2015) per ton or approximately \$0.033 per pound as of 2015), and the amount that will be declared. The applicable limitation of liability will be valid (meaning Carrier's liability will be capped in accordance with Mexican law) unless Carrier has agreed in a writing signed by an authorized representative to accept the cargo at the declared value. In order to request such additional liability, Customer must contact Carrier at (877) 367-3971 and make such request. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation sheet acknowledging Carrier's acceptance of increased liability and reflecting additional charges as set forth below. Carrier's driver is not an authorized representative of Carrier for purposes of this provision, meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring value.
 - ii. The declared value must be clearly stated as such on the face of the bill of lading.
 - iii. A charge of \$.10/mile per \$5,000 of declared value in addition to all other charges will be assessed.
 - iv. Declared values in excess of \$50,000 will not be accepted, and in the event Customer attempts to declare a value in excess of \$50,000 per trailer or conveyance, Carrier's liability will continue to be limited to \$50,000 per trailer or conveyance.

Item 404 - CARGO CLAIMS RULES-TEMPERATURE CONTROL

Carrier will have no obligation to provide temperature controlled transportation, and all transportation services will be provided at ambient temperature, unless Customer notifies Carrier at the time of the initial request for services that controlled temperature service is required and provides Carrier specified temperature ranges. Customer will be responsible for ensuring that cargo is at the proper temperature for transportation at the time of tender and is otherwise properly packaged and prepared for transport. If cargo is required to be held below a specific temperature or within a temperature range, the cargo must be at or below that temperature or within that range at the time Carrier takes possession of the cargo. Customer must prove compliance with these obligations by clear and convincing evidence in order to prove delivery to Carrier in good condition in relation to any and all claims arising from or related to Carrier's alleged noncompliance with temperature requirements that occur during transportation or any claims of damage or loss to the freight transported.

For claims filed due to perceived failures and subsequent damage to cargo transported while utilizing temperature controlled equipment, claimant will be required to provide the following:

- (A) all chain of custody shipping documents, including but not limited to Bills of Lading, and temperature reports from the date of manufacturing until final disposition (final disposition will be considered the destruction or sale of the product or the status of the product at the time of filing a cargo claim);
- (B) all "Research Stability Test Results" related to the product;
- (C) identification of the date and time of the product testing by claimant used to determine stability of the product as well as demonstrate the handling and care of the product from the time of delivery until the inspection and analysis of the product by the claimant's quality assurance department; and
- (D) a copy of all temperature data recordings (printout) from any devices placed by the shipper.

These requirements are in addition to any and all other specified requirements provided in this publication as it relates to claims, loss and damage.

Carrier is not liable for any actual or alleged deviation from required temperatures where there is no other evidence of actual damage to the cargo.

Item 430 - C.O.D. SHIPMENTS

Collect-On-Delivery shipments will be accepted by Carrier subject to the following terms and conditions:

- (A) Carrier must be notified at the time the order is placed that the shipment requires the driver to Collect-On-Delivery, and the form of payment must be acceptable to Carrier.
- (B) The letters C.O.D. must be stamped or written in bold red lettering on the bill of lading or any paperwork that the driver will receive.
- (C) The charge for collecting and remitting the amount of each C.O.D. shipment will be based on 1.5% of the C.O.D. amount subject to a minimum charge of \$50.00 per shipment.
- (D) The C.O.D. invoice payment must be tendered to Carrier on a certified check, cashier's check or money order. Carrier assumes no liability whatsoever for COD payments that default, without exception or limitation, for any reason whatsoever, including but not limited to those that default due to a lack of funds, credit exceeding established limits, erroneous, forged, counterfeit, stolen or fraudulent checks, drafts, currency, credit card or voucher.
- (E) Carrier will remit C.O.D. collections within thirty (30) days from the date of collection. The C.O.D. amount will be remitted to the shipper via U.S. Postal Service and Carrier will not be liable for loss or delay of payment.

Item 450 - CONSEQUENTIAL DAMAGE

IN NO EVENT WILL CARRIER WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT WITHOUT LIMITATION TO LOST PROFITS OR INCOME, REGARDLESS OF WHETHER CARRIER HAD KNOWLEDGE THAT SUCH DAMAGE MIGHT BE INCURRED.

Item 455 - CONSTANT SURVEILLANCE (CIS)

Constant Surveillance service and its requirements are handled in accordance with the terms established within the MFTRP No 1C and reissues thereof. Further details and definitions can be requested from the applicable XPO Sales Manager or Select Services Division.

This service must be requested in advance as well as annotated on the bill of lading as follows: "Constant Surveillance Service (CIS) is Requested. Signature and Tally Record (DD Form 1907) furnished to carrier."

Charges for this service are in addition to transportation costs and, unless otherwise stated in a written rate quotation for the particular shipment, will be subject to a rate of fifteen cents (\$0.15) per mile or a minimum of \$125.00, whichever is greater.

Item 500 - DETENTION

When Carrier's vehicle(s) are delayed or detained at the premises of the consignor or consignee, or other places designated by either party for loading or unloading, Carrier will assess a detention charge in addition to all other applicable charges.

Unless otherwise stated in a written rate quotation for the particular shipment, detention charges will be billed at a rate of \$25.00 for dry van equipment or \$50.00 for temperature controlled equipment per 15 minutes in excess of allowable free time subject to a maximum of ten (10) hours per calendar day, regardless of whether or not Carrier's vehicle remains on the premises or departs from the premises while waiting to deliver. Detention time will begin once the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or delivery receipt. Unless otherwise agreed by Carrier in writing, the total allowable free time for loading or unloading will be 1 hour. If a vehicle is both loaded and unloaded, the free time will be 1 hour for each service.

Charges for detention will be charged to the billing party regardless of where the detention occurs. Saturdays, Sundays and/or Holidays are not excluded from this item.

Carrier holds itself out as an expedited Carrier and as such, does not typically drop trailers, spot trailers or provide any unattended vehicles, unless provided in specific agreements.

Consignee has the responsibility to unload freight or allow unloading of the freight within 24 hours of the vehicle arriving at delivery or scheduled delivery, whichever is later. Carrier's liability as a warehouseman will begin at the earlier of refusal or rejection of cargo, or expiration of such 24 hour period. Carrier reserves the right, at its sole discretion, to place freight into a storage facility when unloading is not performed in accordance with this item. Upon placement of cargo into storage, Carrier's responsibility, care, custody and control will conclude. All costs

related to the transportation of freight to the storage facility will be billed to the party of record, in addition to the storage fee. Carrier assumes no liability for loss or damage to stored cargo and will have no responsibility for ensuring that the storage facility accepts responsibility for the full value of cargo tendered or any lesser amount.

Item 510 - DISTANCES-COMPUTATION OF MILEAGES

Mileage will be determined by the use of AKL Technologies, Inc., PC Miler (current version) based on practical routings, origin city to destination city via intermediate points as specified on the bill of lading. If a shipment travels a specific route required by state, municipal, federal agency or Canadian ministry, mileage will be determined by the route(s) specified.

Item 511 - DUAL DRIVER PROTECTIVE (DDP) SERVICE

Dual driver protective service and its requirements are handled in accordance with the terms established within the MFTRP No 1C and reissues thereof. Further details and definitions can be requested from the applicable XPO Sales Manager or Select Services Division.

This service must be requested in advance as well as annotated on the bill of lading as follows: "Dual Driver Protective Service (DDP) is Requested. Signature and Tally Record (DD Form 1907) furnished to carrier."

Charges for this service are in addition to transportation costs and, unless otherwise stated in a written rate quotation for the particular shipment, will be subject to a rate of twenty five cents (\$0.25) per mile or a minimum of \$175.00, whichever is greater.

Item 515 - ESTIMATED CHARGES

Rates and quotations are good faith estimates based upon information provided to Carrier, but the final charges may vary based upon the actual shipment tendered, unknown circumstances, incorrect or incomplete information and subsequent inclusion of the terms and conditions of this Tariff.

Item 520 – EXTRA LABOR-LOADING AND/OR UNLOADING

Shipments subject to this Tariff are based on a shipper load and consignee unload basis. Omission of a shipper load, count and seal or similar notation on the bill of lading will not result in a presumption of Carrier liability for shortage or damage where the driver was either not present or not allowed to observe the loading and/or unloading. If Customer requests the driver(s) to assist with loading and/or unloading, Inside Pickup and/or Inside Delivery or other additional labor services, Carrier will charge a rate of \$50.00 per hour, per driver or other person, subject to a minimum charge of \$50.00. Where the additional labor is performed by a person other than the driver, time will be computed from the time the additional person or persons leave their place of business until the time they return to their place of business. These charges will be assessed in addition to all other applicable charges.

Item 525 - HAZARDOUS MATERIALS CHARGES AND PROCEDURES

Hazardous material shipments will be charged at the applicable rate plus a handling fee of \$150.00 per shipment in addition to all other applicable charges. A minimum of 24 hours advance notice must be given to Carrier before tendering such a shipment, with such notice stating the consignor, origin, consignee and destination.

Customer must comply with applicable federal regulations, including 49 C.F.R. Parts 100 to 185, when tendering hazardous materials. Customer will be responsible for the proper packaging, marking, placarding and related paperwork, including Material Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Customer will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the occurrence of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by Carrier, as a result of its failure to comply with any of the foregoing and/or those as required of a Customer by law. Further, Customer will assume all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing. Customer will indemnify, defend, and hold Carrier harmless from any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fees, and related expenses, related to noncompliance with the obligations set forth herein.

Customer's failure to disclose the presence of hazardous materials or to comply with these requirements will relieve Carrier of any liability for loss or damage directly or indirectly caused to or by the hazardous materials. Any hazardous materials found to have been misdeclared may be warehoused at Customer's risk and expense. If Customer does refuse to pre-pay return transportation charges to the point of origin and accept return of undeclared or misdeclared hazardous materials, Carrier may arrange for the destruction of such hazardous

materials at Customer's expense and Customer will defend, indemnify and hold harmless Carrier from and against any direct or indirect claims arising from or related to such destruction.

Item 530 - MOTOR CARRIER TRANSPORTATION ASSOCIATED WITH AIR TRANSPORTATION

Customer must be familiar and comply with all applicable Transportation Security Administration ("TSA") and Federal Aviation Administration ("FAA") rules and regulations governing the transportation by air of hazardous materials and/or "dangerous goods" (as so classified according to the most current editions of the International Civil Aviation Organization ("ICAO") Technical Instructions for Safe Transport of Dangerous Goods by Air and the International Air Transport Association ("IATA") Dangerous Goods Regulations) and required security protocols. Customer agrees at time of booking to notify Carrier if the shipment is intended to have a subsequent movement by air and agrees to be responsible for all required labeling, placarding, and shipping document preparation. Customer agrees to indemnify, defend, and hold Carrier and its contracted service providers harmless from any liability, claim, or fine relating to or arising out of Customer's breach of warranty or improper tendering of air freight Shipments to Carrier, including, but not limited to, any violation of federal security or safety regulations.

Item 570 - IMPRACTICAL OPERATIONS AND FORCE MAJEURE

Nothing in this Tariff, as amended, or in tariffs governed by this Tariff, or in contracts referencing and incorporating this Tariff will be construed as making it binding upon Carrier to accept freight from or make delivery to locations to which it is impractical to operate vehicles, inclusive of performing pickup or delivery services, of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or force majeure events. Moreover, Carrier will not be liable for failure to perform, including failure to timely perform, services under this Tariff where such failure is wholly or partially due to an event of force majeure (whether foreseeable or not), including, but not limited to, an act of God, war, fire, weather, explosion, riot, civil commotion, act of terrorism, restriction by government or other authority, customs delays, mechanical delays, strikes, lock outs, failure of suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control. Any applicable service guarantees are rendered null and void in the event of any impractical operation or force majeure event.

Item 575 - LAYOVER SERVICE

When Carrier's equipment and driver are not unloaded on the date scheduled, or, in the absence of a scheduled delivery date, on the date of arrival of such equipment and driver at the unloading point, charges for layover service will be assessed in addition to all other applicable charges, including detention.

- Cargo Van \$ 175.00
- Sprinter Van \$ 225.00
- Straight Truck \$ 300.00
- Tractor Trailer \$ 400.00

Item 580 - LIEN RIGHTS

CARRIER WILL HAVE A POSSESSORY LIEN ON SHIPMENTS AND ANY PROCEEDS THEREFROM IN ITS DOMINION AND CONTROL FOR THE PAYMENT OF ANY AMOUNTS DUE AND OWING TO CARRIER. IN ADDITION, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, CARRIER WILL HAVE A GENERAL LIEN ON ANY GOODS THAT HAVE COME OR WILL COME INTO ITS POSSESSION, AND ON ANY PROCEEDS THEREOF, FOR ANY AND ALL CHARGES DUE AND OWING TO CARRIER REGARDLESS OF WHETHER THOSE CHARGES RELATE TO THE GOODS OR PROCEEDS AGAINST WHICH THE GENERAL LIEN IS ENFORCED.

Item 590 - PACKING, LOADING, MARKING OR TAGGING FREIGHT

Shipments must be packed, braced, loaded and secured to ensure safe transportation with ordinary care and handling. Any article susceptible to damage by ordinary handling must be adequately protected by proper packaging and must be marked or bear appropriate labels. Carrier will not have any liability as a result of a shipment being improperly packed, braced, loaded or secured.

Item 600 - PACKAGING, MARKING AND PAPERWORK

Customer, and not Carrier, is responsible for ensuring compliance with all applicable laws and/or governmental regulations relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

All reusable containers, crates, exhibit cases, displays, drums, tubes, tanks, corrugated boxes, personal lockers, flight cases, luggage, injection molded cases, and cases manufactured from exotic materials, when shipped as

cargo, must be externally packaged and shipped to withstand the perils of transportation and will be subject to limitations of liability stated in this Tariff and its declared weight. Otherwise, external packaging will be considered as non-reusable and will have no claims value.

Item 601 - PROTECTIVE SECURITY SERVICE (PSS)

Protective Security Service and its requirements are handled in accordance with the terms established within the MFTRP No 1C and reissues thereof. Further details and definitions can be requested from the applicable XPO Sales Manager or Select Services Division.

This service must be requested in advance as well as annotated on the bill of lading as follows: "Protective Security Service (PSS) is Requested. Signature and Tally Record (DD Form 1907) furnished to carrier."

Charges for this service are in addition to transportation costs and, unless otherwise stated in a written rate quotation for the particular shipment, will be subject to a rate of forty five cents (\$0.45) per mile or a minimum of \$225.00, whichever is greater.

Item 610 - MINIMUM CHARGES

All shipments governed this Tariff will be subject to minimum charges provided in any applicable rate agreement or contract, if any.

Item 710 - TAXES AND OTHER CHARGES EXCLUDED; PAYMENT IN US DOLLARS

All transportation charges are exclusive of applicable federal, state, or local sales, use, excise, or similar taxes; government fees; and customs penalties. Customer will pay directly to the applicable government authority or reimburse Carrier for all such taxes, fees, and penalties incurred as a result of the services provided. All payments due to Carrier will be made in U.S. Dollars.

Item 720 - OFFSETS OF CHARGES

The reduction or offset of amounts due to Carrier for cargo claims, ancillary or other charges, invoice disputes or any other amount alleged to be due from Carrier is not permitted.

Item 725 - PAYMENT OF CHARGES

All freight charges are due and payable within thirty (30) days from the date of Carrier's invoice. Interest will accrue daily for all past due amounts at the lesser of 2% per month or the maximum amount permitted under law. All charges are payable in US funds and all references to dollar amounts stated in this Tariff are in US funds unless otherwise specified. In any action to recover unpaid freight bills from delinquent accounts, Carrier will be entitled to interest, reimbursement of attorneys' fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

Item 730 - CLAIMS FOR UNDERCHARGE, OVERCHARGE, DUPLICATE PAYMENT OR INVOICE DISPUTES

(A) For purposes of this item, the following definitions apply:

- i. "Overcharge" means an overcharge as defined in Section 49 U.S.C. § 14704(b), or any other charge imposed that is in excess of agreed upon and otherwise applicable rates. It also includes duplicate payments and unidentified payments as hereinafter defined when a dispute exists between the parties concerning such charges.
- ii. "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds will be made on the basis of the excess amount over the applicable rates and charges.
- iii. "Unidentified payment" means a payment which a carrier has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
- iv. "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.
- v. "Undercharge" means charges for transportation services which are less than those applicable thereto.

(B) Customer must submit claims for overcharge, duplicate payment or other invoice disputes within 180 days of the date of the invoice, or the right to recover for such claim is deemed waived. Such claims must be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim. Claims will include the name of the claimant, its file number and the amount of the refund sought to be recovered and will be accompanied by the original freight bill along with all other documents or data

in the possession of the claimant which substantiates the basis for the claim. Claims for duplicate payment will be accompanied by the original freight bill(s) for which charges were paid and by applicable payment information.

- (C) If Carrier invoices Customer or its authorized agent for charges for transportation services which are less than those applicable to such services, Carrier will file an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Carrier will provide the amount of the undercharge sought to be recovered and such claim will be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Carrier's claim.
- (D) If Carrier is not provided sufficient information with which to properly apply a payment, Carrier will notify the payer of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, Carrier may treat the unidentified payment as a payment of freight charges owing to it. Following the 90-day period, the regular claims procedure will be applicable.
- (E) Customer and Carrier must file a civil action or arbitration proceeding for overcharge, duplicate payment or other invoice disputes within eighteen (18) months of delivery or tender of delivery of the shipments involved, or the right to recover for such claim is deemed waived.

Item 740 - PERMITS OR FEES-SPECIAL

Any permit or special fees paid to any federal, state, municipal government or Canadian authority as required in connection with a shipment will be added to Carrier's freight bill at cost plus a 30% handling fee.

Item 750 - PICKUP AND DELIVERY SERVICES-CANADA

Shipments that are destined to, from or within Canada will be assessed an additional charge for trans-border crossing. Charges will be based on the size of the vehicle used to transport the shipment. These charges will be assessed in addition to all other applicable charges.

- Cargo Van \$ 100.00
- Sprinter Van \$ 125.00
- Straight Truck \$ 175.00
- Tractor Trailer \$ 200.00

Item 750-01 - PICKUP AND DELIVERY SERVICES-FLORIDA

Shipments that have an origin or destination in Florida will be assessed an additional charge for transportation services. Charges will be based on the size of the vehicle used to transport the shipment. These charges will be assessed in addition to all other applicable charges.

- Cargo Van \$ 100.00
- Sprinter Van \$ 125.00
- Straight Truck \$ 225.00
- Tractor Trailer \$ 250.00

Item 750-02 - PICKUP AND DELIVERY SERVICES-NEW YORK

Shipments that are destined to or from New York or Long Island New York (zip codes 100-119) will be assessed an additional charge of \$ 150.00 for transportation services. These charges will be in addition to all other applicable charges.

Item 750-03 - PICKUP AND DELIVERY SERVICES-NORTHEAST

Shipments that are destined to or move between the states of MD, DE, NJ, NY, CT, MA, NH, RI, ME or VT will be assessed an additional charge for transportation services. Charges will be based on the size of the vehicle used to transport the shipment. These charges will be in addition to all other applicable charges.

- Cargo Van \$ 100.00
- Sprinter Van \$ 150.00
- Straight Truck \$175.00
- Tractor Trailer \$ 200.00

Item 750-04 - PICKUP AND DELIVERY SERVICES-WEST COAST

Shipments that are picked up or delivered within the states of CA, AZ, AK, NM, NV, WA, OR, ID, UT, MT, WY or CO will be assessed an additional charge of \$200.00 for transportation services. These charges will be in addition to all other applicable charges.

Item 750-05 - PICKUP AND DELIVERY SERVICES-WESTERN CANADA

Shipments that are destined to or move between the provinces of AB, BC, MB and SK will be assessed an additional charge of \$200.00 for transportation services. These charges will be in addition to all other applicable charges.

Item 755 - PICKUP AND DELIVERY SERVICES-HOLIDAYS AND WEEKENDS

Shipments that are picked up or delivered on Holidays or weekends or are held over a weekend for Monday delivery will be assessed an additional charge for transportation services. Charges will be based on the size of the vehicle used to transport the shipment. These charges will be in addition to all other applicable charges.

- Cargo Van \$ 100.00
- Sprinter Van \$ 150.00
- Straight Truck \$ 175.00
- Tractor Trailer \$ 200.00

Item 755-01 - PICKUP AND DELIVERY SERVICES-WEEKEND FEE

Shipments where delivery date was changed from Friday or Saturday to Monday after loading will be assessed an additional charge for transportation services. Charges will be based on the size of the vehicle used to transport the shipment. These charges will be in addition to all other applicable charges.

- Cargo Van \$ 250.00
- Sprinter Van \$ 250.00
- Straight Truck \$ 500.00
- Tractor Trailer \$ 750.00

Item 760 - PICKUP OR DELIVERY SERVICES-RESIDENTIAL OR OTHER NON-BUSINESS LOCATIONS

Shipment that are picked up or delivered from or to locations considered in Carrier's sole discretion to be residences, country clubs, farms, estates, convention centers, stores or offices in malls, schools, hotels or museums will be assessed an additional charge for transportation services. Charges will be based on the size of the vehicle used to transport the shipment. These charges will be in addition to all other applicable charges.

- Cargo Van \$ 100.00
- Sprinter Van \$ 150.00
- Straight Truck \$ 175.00
- Tractor Trailer \$ 200.00

Item 770 - ADVANCING CHARGES

When Carrier incurs additional costs due to the requirements of the shipment or the request of Customer, Customer will be responsible for 130% of any and all charges, fees or general expenses being advanced by Carrier.

Item 780 - PROHIBITED OR RESTRICTED ARTICLES

Carrier reserves the right to refuse or restrict certain commodities. These commodities include but are not limited to the following:

- Art or Precious Artifacts
- Currency or equivalent; stamps; precious metals
- Jewelry
- Alcohol, Beer, Wine or other Spirits
- Cadavers
- Coal or Carbon Products
- Hazardous Class 2 Division 3 (Poison Gas)
- Hazardous Class 6 Division 2 (Infectious Substances)
- Hides
- Radioactive Materials if Classified as SCO-1 and SCO-2

Customer must make prior arrangements with Carrier before tendering shipments containing the foregoing commodities, including but not limited to obtaining a special rate quote.

Item 820 - RECONSIGNMENT OR DIVERSION SERVICES

Shipments may be reconsigned or diverted upon written instructions from the shipper, consignee or owner of the goods. Charges will be assessed based on the applicable mileage tariff rate from point of origin to the final destination point via the diversion or reconsignment point, plus an additional charge of \$75.00 per shipment.

These charges will apply in addition to all other applicable charges.

Item 830 - REDELIVERY SERVICES

When through no fault of Carrier, delivery cannot be accomplished, redelivery charges will apply regardless of whether or not Carrier's vehicle remains on the premises or departs from the premises while waiting to deliver on the consignee's next regularly scheduled business day or waiting to deliver at a designated time as instructed in writing by the consignee. If redelivery is to a location other than the original location, the shipment will be treated as a new shipment and charges will be assessed based on the applicable tariff rates. If the redelivery is made to

the same location or within the same plant or facility an additional charge of \$ 75.00 will apply in addition to all other applicable charges.

Item 865 - RETURNED OR REJECTED SHIPMENTS

When shipments are returned, rejected or refused, Carrier will return such shipments or portions thereof upon request of Customer back to the original point of origin; charges will be assessed based on the applicable tariff rate in effect on the date of the return shipment for the vehicle type used from the delivery point to the original point of pickup. Charges will be assessed in addition to all other applicable charges.

Item 870 - ROUNDING OF FRACTIONS

When rates and/or charges are based on hours, a fraction of an hour will be considered one hour.

Item 880 - SECURE TRAILER FACILITY

When Carrier is authorized by Customer or third party to provide in-transit trailer security, Carrier will drop the trailer at a secured facility. A secured facility will provide 24/7/365 security guards, perimeter fencing, security cameras and lighting. A minimum charge of \$60.00 per eight hour period, or fraction thereof will be billed to the party requesting the service.

Item 881 - SIGNATURE AND TALLY RECORD SERVICE (675)

Signature and Tally Record service and its requirements are handled in accordance with the terms established within the MFTRP No 1C and reissues thereof. Further details and definitions can be requested from the applicable XPO Sales Manager or Select Services Division.

This service must be requested in advance as well as annotated on the bill of lading as follows: "Signature and Tally Record requested. DD Form 1907 furnished to carrier."

Charges for this service are in addition to transportation costs and, unless otherwise stated in a written rate quotation for the particular shipment, will be subject to a charge of twenty five dollars (\$25.00).

Item 885 – SCALING

When Customer requests Carrier to have a shipment weighed, Carrier will charge an additional charge of \$ 50.00 per scale plus out-of-route mileage to and from the scale location. Charges will be assessed in addition to all other applicable charges.

Item 887 - SORTING OR SEGREGATING OR STACKING FREIGHT

When Carrier is requested or required to perform services involving sorting, segregating and/or stacking freight, Carrier will charge an additional charge of \$ 50.00 per man, per hour or fraction thereof and subject to a minimum of (2) two hours. Charges will be assessed in addition to all other applicable charges.

Item 890 - SPECIALIZED SERVICES AND/OR EQUIPMENT

Upon request and subject to availability, Carrier may provide the following services and/or equipment. The request for these services and/or equipment must be noted on the bill of lading or by written request.

- (A) Palletizing or Unpalletizing Services \$ 50.00 per hour, three (3) hour minimum.
- (B) Pallet Jack Services \$ 150.00 minimum charge.
- (C) Decking-Straight Truck \$ 500.00 Decking-Tractor Trailer \$750.00
- (D) Debris Removal will be charged for all miles driven to the disposal site plus a stop off charge of \$ 50.00 and the actual cost of disposal plus a 30% service fee.
- (E) Straps or Load Bars four (4) free. Additional straps \$25.00 each, bars \$ 100.00 each.
- (F) Pads or Blankets two (2) free. Additional pads or blankets \$25.00 each.

Item 895 - SPECIALIZED SERVICES-LIFT GATE EQUIPMENT

When Carrier is requested or required to provide lift gate equipment, such equipment will be furnished, wherever practical, at a charge of \$ 250.00 in addition to all other applicable rates and charges.

Item 895-01 - SPECIALIZED SERVICES-ESCORT VEHICLE

When Carrier is requested or required to provide an escort vehicle for the security of commercial accounts, Carrier will provide this service, subject to the following terms, conditions and charges.

- (A) The request for these services and/or equipment must be received in writing or annotated on the bill of lading.

- (B) Carrier will provide an escort vehicle with two drivers to maintain constant and specific surveillance of the cargo vehicle. Constant and specific surveillance of the cargo vehicle is defined as maintaining continuous view of the vehicle from behind the cargo vehicle. During en-route stops, at least one of the escort vehicle drivers must maintain a constant, unobstructed view of the cargo vehicle while remaining in the escort vehicle or approximately within 25 feet of such vehicle.
- (C) In the event of an accident, breakdown, natural disaster or civil disturbance involving or affecting either vehicle, drivers will immediately contact dispatch, and if appropriate, the nearest state or local law enforcement for emergency assistance.
- (D) Unless otherwise stated in a written rate quotation for the particular shipment, the charges for the escort vehicle will be assessed at \$ 2.25 per mile, subject to a minimum charge of \$700.00 per vehicle for all miles from the point of origin to the point of delivery. Charges will be assessed in addition to all other applicable charges.

Item 900 - STOP OFF IN TRANSIT

Shipments may be stopped in transit for the purpose of partial loading and/or unloading, subject to the following terms, conditions and charges.

- (A) Shipments received from one consignor at one point, at one time and tendered on one bill of lading may be stopped in transit for partial loading and/or unloading.
- (B) The rates to be assessed will be the mileage rate applicable from the point of origin to the point of delivery via the stop-off point or points. Plus an additional charge per stop of \$ 75.00 excluding the original pickup and delivery will apply.
- (C) Freight charges on a shipment stopped to partially load and/or unload must be prepaid or guaranteed by Customer. If not prepaid, Customer must show on the bill of lading the name of one party from whom the entire freight charges, including the stop-off charges will be collected, which must be a party to the bill of lading.
- (D) Charges will be assessed in addition to all other applicable charges.

Item 910 - STORAGE

When a shipment is refused or rejected in whole or in part and Carrier is unable to deliver to the final destination, Carrier will be entitled to recover any and all costs associated with the storage of any cargo. In its sole discretion, Carrier may place the freight in a public storage or warehouse facility and will be entitled to recover any costs associated with the storage of the freight. Carrier assumes no liability for loss or damage once the freight is placed in storage and will have no responsibility for ensuring that the storage facility accepts responsibility for the full value of cargo tendered or any lesser amount.

Item 920 - SUBSTITUTED SERVICE

For its convenience, Carrier may elect to subcontract to other qualified motor carriers and forwarders. In such cases, Carrier may provide a spot quote to secure substituted service.

Item 930 - TEMPERATURE MAPPED/VALIDATED EQUIPMENT

This applies to temperature controlled straight trucks and trailers that have gone through a validation test of temperatures and passed according to Carrier's Master Validation Plan. Unless otherwise stated in a written rate quotation for the particular shipment, charges for this service are \$.10/mile, \$100 minimum.

Item 950 - VEHICLE FURNISHED, BUT NOT USED

Unless an order is cancelled within thirty (30) minutes after booking, with respect to all cancelled orders, Carrier will charge and Customer will be liable for the applicable mileage rate from the point of dispatch to the point of pickup and return to the point of dispatch or the applicable minimum charge for the equipment requested, or the applicable minimum charge for the transportation requested, whichever is greater.

Item 970 - VEHICLE LIMITATIONS

If Customer requests a vehicle that is not available, Carrier will provide a vehicle of equal or greater capacity. Charges will be assessed on the basis of the vehicle size provided and not the vehicle requested, unless otherwise provided in individual agreements.

Item 995 - VEHICLE REPOSITIONING

When Carrier agrees to relocate equipment at the request of Customer, an additional charge per mile based on the vehicle type below plus the fuel surcharge will be assessed in addition to all other applicable charges.

- Cargo Van \$ 0.35

- Sprinter Van \$ 0.50
- Straight Truck \$ 0.75
- Temperature Control Straight Truck \$ 0.95
- Tractor Trailer \$ 1.00
- Temperature Control Tractor Trailer \$ 1.10

Item 1000 - WARRANTIES AND NON-WAIVER

CARRIER MAKES NO WARRANTIES, IMPLIED OR OTHER, FOR ANY TRANSPORTATION AND/OR RELATED SERVICES PROVIDED. FAILURE BY CARRIER TO APPLY OR ENFORCE THE PROVISIONS OF ITS TARIFF(S), SERVICE GUIDES, STANDARD OPERATING PROCEDURES, TERMS AND CONDITIONS, OR REQUIREMENTS WILL NOT BE CONSIDERED A WAIVER OF ITS ABILITY TO ENFORCE APPLICATION OF SUCH ON ANY PAST, CURRENT OR FUTURE TRANSPORTATION SERVICES PROVIDED.