



UNIVERSAL LOGISTICS HOLDINGS, INC.  
TERMS AND CONDITIONS

EFFECTIVE: April 4, 2024

## APPLICABILITY OF TERMS AND CONDITIONS

These terms and conditions address services provided by the following entities and any future legal acquisitions on the day of purchase of Universal Logistics Holdings, Inc. sometimes collectively referred to as “Universal”:

**UNIVERSAL LOGISTICS SOLUTIONS INTERNATIONAL, INC: MC-664281; FMC 023426N**

**UNIVERSAL CUSTOMS SERVICES INTERNATIONAL, LTD: ONT-86-5061063**

**CENTRAL CAL TRANSPORTATION, LLC: MC-260612**

**DECO LOGISTICS, INC DBA CONTAINER CONNECTION: MC-940144**

**FORE TRANSPORTATION: MC-294796**

**HUBER LOGISTICS, LLC: FID-84-5126409**

**LINC LOGISTICS, LLC: FID-46-1039295**

**LINC OF MICHIGAN, LLC: FID-20-8629542**

**LOGISTICS INSIGHT CORPORATION: MC-1008417**

**MICHAEL’S CARTAGE, INC: MC-303122**

**MORGAN SOUTHERN, INC: MC-162815**

**PURCHASED TRANSPORTATION SERVICES, LLC: MC-162815**

**ROADRUNNER INTERMODAL SERVICES, LLC: MC-294830**

**SOUTHERN COUNTIES EXPRESS, INC: 250680**

**SOUTHWEST TRANSLOAD & DISTRIBUTION, LLC: FID-87-0638080**

**SPECIALIZED RAIL SERVICE, INC: MC-258977**

**UACL LOGISTICS CANADA, LTD: ONT-002713749**

**UACL LOGISTICS LLC: MC-59583**

**UACL SPECIALIZED, LLC: MC-376139**

**UNIVERSAL AGGREGATE, LLC: MC-1539536**

**UNIVERSAL CAPACITY SOLUTIONS, LLC: MC-251704**

**UNIVERSAL DEDICATED OF ARLINGTON, TX LLC: MC-1009225**

**UNIVERSAL DEDICATED OF DETROIT, MI LLC: MC-100350**

**UNIVERSAL DEDICATED OF FORT WAYNE, IN LLC: MC-1008679**

**UNIVERSAL DEDICATED OF GREER SC, LLC: MC-1500816**

**UNIVERSAL DEDICATED OF NEBRASKA & WISCONSIN, LLC: MC-1008909**

**UNIVERSAL DEDICATED OF ROMULUS, MI LLC: MC-1007917**

**UNIVERSAL DEDICATED OF SMYRNA, TN LLC: MC-1008085**

**UNIVERSAL INTERMODAL SERVICES, INC: MC-468507**

**UNIVERSAL LOGISTICS SOLUTIONS CANADA, LTD: MC-930536**

**UNIVERSAL ON-DEMAND, INC: MC-181004**

**WANDO TRUCKING, LLC: MC-170331**

**WESTPORT AXLE CO, LLC: FID-61-1100604**

**WESTPORT MACHINING, LLC: FID-47-4779195**

Because certain Universal entities perform multiple transportation functions, the applicable terms and conditions applicable to a particular service are set forth below within separate Parts of this Terms and Conditions document based upon the type of service being performed. Where services provided do not include transportation, the application terms from these terms and conditions will apply and those that do not apply will be excluded. This Terms and Conditions document is referred to herein as “Terms and Conditions”, “tariff”, or “Rules and Regulations”. A copy of this tariff is available to the entity that purchases Universal’s services (“Customer” and/or PURCHASES OF CARRIER’S SERVICE”) upon request and is available on Universal’s website. The Terms and Conditions contained herein shall apply contractually for all shipments unless a separate written contract is executed between an officer of the Universal entity performing the service, and the Customer, to the extent that the provisions of that separate agreement is inconsistent with these Terms and Conditions the terms of the separate agreement will apply.

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## **PART 1**

# Motor Carrier Service Terms and Conditions

**SCOPE AND APPLICATION OF PART 1  
MOTOR CARRIER TERMS AND CONDITIONS**

Part 1 of the Terms and Conditions contain Universal’s rules, rates and charges applicable to Universal’s function as a motor carrier or freight forwarder (domestic) (as those terms are defined in 49 U.S. Code § 13102). In this Part, Universal as well as its applicable operating divisions, subsidiaries, agents, subcontractors, officers and assigns is referred to as (“CARRIER”). In this Part “PURCHASER OF CARRIER’S SERVICES” shall mean the individual and/or entity that contracts with CARRIER for motor-carrier services, or any other services agreed upon by CARRIER and said individual or entity, and/or which agrees to pay CARRIER for motor CARRIER services. In this Part, the term “Contract” refers to the terms included in only in this Part. A copy of this tariff is available to the PURCHASER OF CARRIER’S SERVICES upon request and is available on Universal’s website.

Pursuant to 49 U.S.C. § 14101(b), this tariff is a contract for specified services provided under specified rates and conditions. **The parties hereby expressly waive any and all conflicting rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act (the “Acts”) as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq. including application of 49 U.S.C. § 14706.** Neither CARRIER nor PURCHASER OF CARRIER’S SERVICES shall challenge any provision of this Contract on the ground that any such provision or provisions violates the waived rights and remedies under the Acts.

PURCHASER OF CARRIER’S SERVICES expressly acknowledges and agree that the rights and liabilities of the parties are to be determined exclusively pursuant to the terms and conditions of this Contract. Liability and damages with respect to any claims for freight loss or damage shall be determined exclusively pursuant to the terms and conditions of this Contract. Consistent with this provision, PURCHASER OF CARRIER’S SERVICES hereby knowingly and voluntarily waives any and all claims for common law and/or equitable indemnification that it has or may have under state, federal or international law arising from or related to any freight loss, damage or delay claims against CARRIER.

By placing freight with us for transportation, PURCHASER OF CARRIER’S SERVICES agrees to abide by and be bound by the terms set forth in this Contract, and represent and warrant that PURCHASER OF CARRIER’S SERVICES has fully read the terms and conditions contained herein.

This Contract is intended for the sole benefit of CARRIER and the PURCHASER OF CARRIER’S SERVICES. Nothing contained in this Contract is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, or their permitted successors or assigns, any legal or equitable right, remedy or claim under this Contract. CARRIER shall have no liability to any person or entity that is not a party to this Contract. PURCHASER OF CARRIER’S SERVICES warrants it has authority to enter into this Contract and agrees to be bound by the terms of this Contract. The PURCHASER OF CARRIER’S SERVICES is responsible for ensuring that all such parties including the beneficial owner of the freight and shipper or consignee are given notice of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

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**1100. GOVERNING TARIFFS**

This Contract is governed by, except as otherwise provided herein, the following publications or successive issues thereof:

NOMENCLATURE	TARIFF AND ISSUING AGENT
Classification, governing Mileage Guide	STB NMF 100 STB HGB 100

**1110. ADDITIONAL COPIES OF PROOF OF DELIVERY**

One proof of delivery will be provided with the invoice at no extra charge. All others will be provided at a surcharge as listed in the applicable Addendum.

#### **1120. ADDITIONAL LIABILITY TERMS**

- A. Excess Valuation Coverage, Blanket Coverage.
  - 1. Blanket Certificates for liability assumption above Standard Limits will be provided under conditions that will allow for a surcharge for the payment of the additional coverage.
  - 2. The issuance of the certificate will be by the Chief Executive Officer and will be subject to review for commodity identification, volume of business and other factors that may impact the level of coverage.
- B. Additional Liability Assumption
  - 1. Named Insured Certificates will be approved by the Chief Executive Officer.
- C. Damage to Premises or Property other than Goods
  - 1. Because third party contractors or others are frequently present at the time of delivery it is not always possible to establish who was responsible for loss or damage. Therefore CARRIER's liability is limited as follows:
  - 2. For loss or damage to premises or property other than goods for transportation as a result of CARRIER negligence or breach of contract, CARRIER's liability shall be limited to repairing, to a reasonable standard, the damaged area only;
  - 3. If CARRIER causes damage solely as a result of transporting goods in the manner provided for as expressly instructed by of any other person or entity, CARRIER shall have no liability;
  - 4. Where CARRIER causes damage to premises or to property other than freight, the consignor must note this on the delivery receipt at the time of delivery, or, in the case of damage that is not readily observable, within five business days of discovery. Failure to do so will result in the denial of any resulting claim for loss or damage and waiver of this claim. In the absence of CARRIER's prior written agreement to accept liability in a higher amount, CARRIER liability for causing damage to premises or property shall be limited to an aggregate maximum of \$5,000.

#### **1130. ARRIVAL NOTICE**

- A. Actual tender of delivery at the consignee's location constitutes the notice of the arrival of a shipment.
- B. If the shipment is not actually tendered for delivery, notice of arrival will be given to the PURCHASER OF CARRIER'S SERVICES not later than the next business day following the arrival of the shipment. The notice will be given by telephone, mail or computer. The notice, however transmitted, will specify the point of origin, the consignor, the commodity and weight of the shipment.
- C. Unless otherwise agreed to in writing by an authorized officer of CARRIER (which shall not include any driver transporting freight for CARRIER), CARRIER does not agree to complete delivery to any named consignee by any specific timetable. Transportation and delivery by CARRIER will be performed with reasonable dispatch as conditions and circumstances allow.

#### **1140. BILL OF LADING**

- A. All shipments handled by CARRIER are governed by the Uniform Straight Bill of Lading Terms and Conditions shown in the National Motor Freight Classifications, except as modified by the rules, regulations and charges published in this Contract. No deviation from these standard terms and conditions will be applicable in connection with shipments handled by CARRIER except upon written agreement signed by an officer of CARRIER. Terms and conditions of preprinted bills of lading tendered to CARRIER by either the PURCHASER OF CARRIER'S services or other third party at the time of shipment and signed by CARRIER'S driver or dock worker will not apply except upon written agreement of an officer of CARRIER. CARRIER will accept all bills of lading so tendered by the PURCHASER OF CARRIER'S SERVICES at the time of shipment subject to the terms and conditions shown herein and as modified in this Contract.
- B. Driver signature on the bill of lading acknowledges receipt of freight only.
- C. CARRIER no longer accepts Section 7 provisions under any circumstances. Carrier bill of lading does not contain "Section 7" language and does not allow "Section 7" (non-recourse) election by shipper. If shipper uses a bill of lading other than Carrier's Bill of Lading and signs Section 7, the signature will be invalid.



**1150. CAPACITY LOADS**

- A. A separate Bill of Lading and Shipping Order must be used for each shipment and in no case may a single truckload shipment exceed the carrying capacity of the vehicle.
- B. Each and every standard truck bearing a capacity load of freight will be assessed freight charges based on the actual weight or the applicable truckload minimum weight, but not less than 40,000 pounds, whichever is greater and at the applicable truckload rate.
- C. The term "Capacity Load" of freight shall be considered to mean:
  - a. The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in shipping form tendered can be loaded in or on the vehicle; or
  - b. The quantity of freight which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight requires the entire capacity of standard vehicle; or
  - c. That quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of state or regulatory bodies.

**1160. CAPACITY SURGE**

- A. An additional capacity charge will apply when:
  - a. Shipper exceeds its average daily volume (ADV/AWV), plus 10%, and
  - b. CARRIER is over sold in the area of load origin and has no additional capacity available.

**1170. CLAIMS-FREIGHT LOSS AND DAMAGE**

- A. Subject to the provisions of this Contract, CARRIER shall be liable only to PURCHASER OF CARRIER'S SERVICES for loss or damage to freight occurring while in transit. CARRIER's liability to PURCHASER OF CARRIER'S SERVICES's shall be limited to the actual value of freight lost or damaged by the negligent or willful conduct of CARRIER. For purposes of this Contract, "actual value" shall be construed to mean the manufacturing cost of the lost or damaged freight, or \$.60 a pound, whichever is less. While CARRIER is performing contract carriage under 49 U.S.C. 14101(b), CARRIER shall be entitled to raise all defenses that would otherwise exist under Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. 14706, including preemption of state-law claims. And CARRIER shall not be liable for any loss, damage, injury to, or delay of a shipment caused by an Act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of the shipper, the acts or omissions of any other party or their agents; failure to comply with CARRIER'S loading instructions; illegal acts; weather conditions; riots; labor strikes; public unrest; or when the freight is not in CARRIER'S exclusive possession.
- B. As a condition precedent for filing suit and any recovery, claims for freight loss, damage, or delay must be filed in writing by the PURCHASER OF CARRIER'S SERVICES with the CARRIER within nine months of the date of delivery, or date of scheduled delivery, whichever date is earlier. Claims must conform to the requirements of 49 CFR 370.3, and must identify the shipment involved, assert liability for a specified amount of money, and be supported by copies of the bill of lading and delivery receipt. The time limit within which PURCHASER OF CARRIER'S SERVICES must institute suit against CARRIER to recover on a claim filed pursuant to this Section shall be two years and a day from the date PURCHASER OF CARRIER'S SERVICES receives a written disallowance of such claim from CARRIER.
- C. Claims for concealed freight loss or damage, including freight transported in sealed containers and/or involving a claim for seal tampering, must be reported to the CARRIER within 48 hours after delivery, and CARRIER must have an opportunity to inspect such shipments within 48 hours after receiving such a request.
- D. CARRIER has extended to the Purchaser of its services a discounted freight rate in exchange for the Purchaser of its services agreeing to limit CARRIER'S liability for freight loss, damage or delay to no more than \$100,000 per shipment, regardless of the quantity or quality of freight. As set forth in the subsequent paragraph, PURCHASER OF CARRIER'S SERVICES acknowledges that greater "actual loss" coverage commensurate with 49 U.S.C. section 14706 at a higher level of freight rate is available from CARRIER upon request and upon compliance with all requirements of Section 1170(E). PURCHASER OF CARRIER'S SERVICES represents and warrants to CARRIER, as a material term of this Contract, that PURCHASER OF CARRIER'S SERVICES has the requisite authority from all persons or companies tendering freight on PURCHASER OF CARRIER'S SERVICES's behalf under the terms of this Contract to agree to the terms of this

- limitation and that PURCHASER OF CARRIER'S SERVICES has provided these persons and companies with notice of this limitation and the opportunity to ship freight under alternative liability terms.
- E. CARRIER offers to PURCHASER OF CARRIER'S SERVICES the right and ability to hold CARRIER liable under 49 U.S.C 14706 for the full value of any and all freight hauled by CARRIER, in exchange for a higher freight rate, subject to the following conditions:
- (i) At least 7 business days prior to the releasing the freight for transportation, the PURCHASER OF CARRIER'S services must request in writing via directed to an authorized officer of CARRIER (which shall not include any driver transporting freight for CARRIER) requesting that CARRIER transport specifically identified freight subject to full liability for the value of the freight. At least three business days prior to the shipment, CARRIER will provide the Purchaser of its services with a freight rate for the transportation of the identified and valued freight; and
  - (ii) At least 2 business days prior to releasing the freight, the PURCHASER OF CARRIER'S services must acknowledge and accept in a writing directed to an authorized officer of CARRIER (which shall not include any driver transporting freight for CARRIER) the freight rate offered by CARRIER pursuant to paragraph (i); and
  - (iii) The PURCHASER OF CARRIER'S services must place the following notation on the bill of lading: "This shipment subject to full liability under 49 U.S.C. 14706."
  - (iv) In addition to the foregoing requirements, if the PURCHASER OF CARRIER'S SERVICES desires to tender a shipment requiring CARRIER liability in excess of \$100,000.00, the PURCHASER OF CARRIER'S SERVICES must indicate in writing on the bill of lading at the time of shipment the total dollar amount of excess coverage requested. The maximum excess liability is \$900,000 per shipment, for a total of \$1,000,000.00.
  - (v) CARRIER will assess an additional charge of \$150.00 for every \$100,000.00 in value up to a maximum of \$900,000.00 in additional coverage. Minimum charge of \$150.00. Such charge is in addition to the freight charges otherwise accruing to the shipment.
  - (vi) Failure to comply with all the above stated conditions will be deemed a waiver of any request for CARRIER'S full liability.
- F. **CARRIER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND ARISING FROM FREIGHT LOSS, DAMAGE OR DELAY, REGARDLESS OF NOTICE.**
- G. PURCHASER OF CARRIER'S SERVICES shall not dispose of, and shall not permit the disposal of, any damaged product without the prior written consent of CARRIER. CARRIER and PURCHASER OF CARRIER'S SERVICES may jointly determine whether the goods may be salvaged, and if salvageable, the value of such salvage. While awaiting inspection by CARRIER, the PURCHASER OF CARRIER'S SERVICES shall hold the packaging of the freight and its contents in the same condition they were in when damage was discovered. In the event CARRIER decides that salvage will be neither sought nor allowed, then such goods shall be destroyed and PURCHASER OF CARRIER'S SERVICES will provide, upon request, a certificate or statement confirming the destruction of such goods. Any salvage receipts shall be credited against PURCHASER OF CARRIER'S SERVICES claim, in partial satisfaction of its claim against CARRIER.
- H. If CARRIER receives a full truckload shipment that has been loaded, counted and properly sealed by the shipper, CARRIER will not be held responsible for shortages if: (1) CARRIER's driver indicates on the bill of lading the shipment is "SL&C", (2) the shipper's seal number(s) are noted on the bill of lading, (3) the trailer is delivered with original seal(s) intact.
- I. If CARRIER is the prevailing party on a cargo claim under this Section, in a court of law or arbitration proceeding, CARRIER shall be entitled to recover all of its expenses incurred in collecting its claim, including reasonable attorneys' fees, costs and interest from the date of delivery or scheduled delivery of the shipment. Notwithstanding the foregoing, if applicable state law imposes an obligation of mutuality, each party shall bear its own attorneys' fees and costs.
- J. PURCHASER OF CARRIER'S SERVICES agrees that it, and any other person or entity tendering freight to CARRIER on PURCHASER OF CARRIER'S SERVICES's behalf, are expressly prohibited from withholding payment of charges due to CARRIER and/or engaging in self-help in any kind. This shall expressly include, without limitation, attempts to offset, recoup, or otherwise

elect not to pay charges due and owing to CARRIER. Should PURCHASER OF CARRIER'S SERVICES, or any other person or entity tendering freight to CARRIER on PURCHASER OF CARRIER'S SERVICES's behalf nonetheless withhold payment or engage in self-help of any kind, CARRIER shall be entitled to indemnification from PURCHASER OF CARRIER'S SERVICES of all costs, fees (including attorneys' and expert-witness fees), expenses, and disbursements of any kind that are incurred due by CARRIER in any way related to the withholding of payment and/or self-help. CARRIER shall also be entitled to receive interest on the withheld amount, beginning on the original due date and continuing until full payment of all principal, fees, and costs, at a rate of 25% per annum (compounded annually), or the maximum interest rate authorized by applicable law, whichever is less and a late fee of 25% of the principal amount due. Cargo claims will be denied if freight charges for subject shipment are not paid or claimant account receivables are not current.

- K. In addition to the terms of the above Item 1170(E), CARRIER'S liability for loss or damage to any commodities for which the freight charges are determined by NMFC Class or Class Exception Ratings including FAK (Freight All Kinds) ratings is limited to the lesser of:
  - (i) Invoice value of the commodities damaged or lost;
  - (ii) Limited liability provisions of the bill of lading (CARRIER's standard liability limits); or
  - (iii) Applicable limited liability provisions/released value provisions of the NMFC subject to the maximums by NMFC Class or Class Exception Rating as shown above in this Item, unless a higher value is declared on the original bill of lading and additional charges are paid pursuant to provisions contained in this Contract.
- L. CARRIER reserves the right to not assume higher liability limits than its standard limits.
- M. In addition to the above limits, CARRIER's entire liability for damages and shortages in any way related to movement of freight shall not exceed the greater of the shipping charges for the shipments involved or ten (10) percent of the debtor's total freight charges for the immediately preceding twelve (12) months.

**1180. COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**

This service is not provided. As such, CARRIER will not be liable for collecting any COD charges even if the bill of lading is designated as a COD delivery. If for any reason, this service is provided, charges will be assessed as listed in the applicable Addendum.

**1190. COLLECTION OF CHARGES**

- A. When the Bill of Lading and/or Shipping Order identifies a party other than the PURCHASER OF CARRIER'S SERVICES as being responsible for paying the freight charges, such party's name and address must be clearly shown in the body of the Bill of Lading and/or Shipping Order at the time of original tender, except for banks or freight payment auditors.
- B. Shipper guarantees to pay all lawfully accrued charges if the third party fails to do so within 30 days of invoicing.
- C. The non-recourse provisions of Section 7 of the Bill of Lading contract will be null and void on shipments tendered under the provisions of this item and/or Contract.

**1200. CONSENT TO JURISDICTION**

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan without regard to its provisions concerning conflicts or choice of law to the extent Michigan law does not conflict with applicable federal or state regulatory laws governing CARRIER. Furthermore, the PURCHASER OF CARRIER'S SERVICES and CARRIER desire that the provisions of this Contract shall have precedence over any conflicting federal or state provisions governing or dealing with the specific provisions of this Contract. PURCHASER OF CARRIER'S SERVICES and CARRIER agree that, pursuant to 49 U.S.C. § 14101(b)(1), they expressly waive any and all rights and remedies under the Acts that are inconsistent with the express provisions of this Contract. PURCHASER OF CARRIER'S SERVICES shall not challenge any provision of this Contract on the ground that any such provision or provisions violate the waived rights and remedies under the Acts. English shall be the governing language of this Contract.

Any action to enforce or interpret this Contract shall be brought in the state or federal courts located in Macomb County, State of Michigan. PURCHASER OF CARRIER'S SERVICES expressly consents

to the jurisdiction of the state or federal courts in Macomb County, State of Michigan and hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and shall not plead or claim, in any legal action or proceeding with respect to this Contract brought in any of the aforesaid courts, that any such court lacks jurisdiction over it. PURCHASER OF CARRIER'S SERVICES hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Contract in the courts referred to in this Section and hereby further irrevocably waives and shall not plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. It is specifically agreed that this Contract shall not be covered by nor construed in accordance with the terms of the United Nations Convention on Contracts for the International Sale of Goods.

**1210. CONTROL OF VEHICLE**

- A. Except as otherwise provided in EXCLUSIVE USE OF VEHICLE, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported and the CARRIER has control of the vehicle with the unrestricted right to
  - a. Select the vehicle for the transportation of a shipment.
  - b. Transfer the shipment to another vehicle.
  - c. Load other freight on the same vehicle.
  - d. Remove locks or seals applied to the vehicle.
  - e. Utilize the services of another CARRIER to handle all or part of the shipment.

**1220. CORRECTED BILLS OF LADING**

- A. Corrected bills of lading and corrected shipping orders, which change the terms or conditions of the shipment, will be accepted only under mutual consent. The published tariff charge applicable under the original terms of the shipment will apply.
- B. If driver is required to count or verify contents of load while loading or unloading, a charge shall apply per load as listed in the applicable Addendum.

**1230. COUNTY RATES APPLICATION**

When portions of a city are located in more than one county, the county in which the main post office is located shall be used.

**1240. CUSTOMS OR IN BOND FREIGHT**

- A. Shipments moving under United States customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purposes of this provision and subject to a per shipment charge as listed in the applicable Addendum.
- B. Line haul charges on shipments requiring the U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from points of U.S. Customs clearance to the final destination. No beyond line haul charges will apply when the final destination is located within the terminal service area of the points of U.S. Customs Clearance.
- C. Import freight moving in Bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in Bond.
- D. Shipments moving under U.S. Customs Bond will not be allowed to stop in transit or split pick up or split delivery.
- E. Detention charges, if any, will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs inspection will constitute tender of shipment for delivery.
- F. Each IT permit (Immediate Transportation Permit) issued for movement of an In Bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply to shipments upon which charges are based on 20,000 pounds or more moving in Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.
- G. Shipments tendered in a vehicle sealed by or at the instructions of the consignor or as required by competent authority, will be considered as fully loaded or loaded to capacity. On shipments cleared

in route by U.S. Customs, and movement beyond such clearance does not require a seal. Normal rates and charges shall apply to the beyond point.

- H. Shipments moving from the United States under Tar Carnet issued by the originating CARRIER are subject to a charge of per shipment as listed in the applicable Addendum, which will be in addition to all other lawfully applicable rates and charges.
- I. When CARRIER is required to pick up shipping documents or U.S. Customs Release Forms for a non-Universal forwarder or broker for validation prior to pickup of a shipment, a charge of \$50.00 per shipment will apply.

**1250. DEADHEAD**

An additional charge per mile as listed in the applicable Addendum will be assessed when empty equipment is requested.

**1260. DELIVERY CHARGES**

In addition to line haul charges, a special charge of \$450 per shipment will apply to pickup or delivery from or to points and places where service is authorized by CARRIER'S certificates, but not directly accessible by truck service because of weight, size, hazardous material restriction or geographical location.

**1270. DETENTION WITH POWER GENERAL PROVISIONS**

- A. When, due to no fault, negligence or disability of the CARRIER, the loading or unloading of freight is delayed beyond the free time of 1 hour, a charge for detention will be billed to the party that is responsible for the payment of freight charges.
- B. If the consignee requires notification before delivery for a stated period of time and unloading is delayed due to the PURCHASER OF CARRIER'S SERVICES failure to notate the Bill of Lading and Shipping Order with that requirement, the PURCHASER OF CARRIER'S SERVICES will be held responsible for detention charges, and the non-recourse clause in the Bill of Lading contract will not apply.
- C. Where disputes arise about detention, CARRIER may not deliver the shipment to the consignee until all accrued detention charges are guaranteed to the satisfaction of the CARRIER.

**1280. DETENTION WITH POWER, COMPUTATION OF TIME**

- A. Time consumed in loading or unloading shall commence from the time of arrival of the CARRIER'S vehicle and the presentation to the responsible party at the site that is available to load or unload and shall cease upon a signature being given the CARRIER by the PURCHASER OF CARRIER'S SERVICES upon completion of unloading, or the signing by the CARRIER'S representative of the Bill of Lading and Shipping Order on pickup.
- B. Where loading or unloading is performed on a pre-arranged schedule, and CARRIER'S vehicle arrives prior to the scheduled time, time shall run from the scheduled time or actual time loading or unloading commences, whichever is earlier.
- C. Where loading or unloading is to be performed on a pre-arranged schedule, and the CARRIER for any reason is unable to maintain such schedule, such mutually agreed alternative arrival time shall be used.
- D. When CARRIER'S employee interrupts loading or unloading to take any normal non-working periods, such time will be excluded from free time or detention time, if free time has been exceeded.
  - a. One hour free time shall be allowed for each vehicle, loading and/or unloading.

**1290. DETENTION, WITH POWER, CHARGES**

- A. When delay per vehicle beyond free time takes place the charge will be as listed in the applicable Addendum.
- B. If shipment remains undelivered despite CARRIER's best efforts, and vehicle is remanded to CARRIER'S control, storage charges will begin when detention charges end.

**1300. DETENTION, VEHICLES WITHOUT POWER, GENERAL PROVISIONS**

- A. This rule applies when CARRIER'S vehicles without power units are delayed or detained on the premises of PURCHASER OF CARRIER'S SERVICES, or on other premises designated by them, or as close thereto as conditions will permit.

- a. Requests by the PURCHASER OF CARRIER'S SERVICES for spotting or placing trailers must be made in writing in advance of the date of shipment and must be in CARRIER's possession at time of shipment.
- b. CARRIER will not move the trailer until such time as it has received notification that loading or unloading has been completed and the trailer is available for pick up. The PURCHASER OF CARRIER'S SERVICES, or other designated party may move the spotted trailer with its own power units, at its own expense and risk for the purpose of loading or unloading. Any damage to CARRIER'S trailer while at the PURCHASER OF CARRIER'S SERVICES' designated premises will be the PURCHASER OF CARRIER'S SERVICES' responsibility.
- c. Loading or unloading will be performed by the PURCHASER OF CARRIER'S SERVICES, or other party designated by them. When CARRIER'S representative assists in loading, unloading or in checking the freight; the detention provisions governing vehicle with power units will apply. In the case of spotting for loading, the Bill of Lading must show "Shipper Load and Count".
- d. CARRIER responsibility for safeguarding shipments loaded on or in trailers spotted under the provisions of this item shall begin when loading has been completed and the CARRIER takes possession.
- e. CARRIER responsibility for safeguarding shipments unloaded from trailers spotted shall cease when the trailer is spotted at or on the site designated by PURCHASER OF CARRIER'S SERVICES.
- f. Detention will be assessed against the party who will pay the freight charges.
- g. Nothing in this provision shall require CARRIER to pickup or deliver spotted trailers at hours other than CARRIER'S normal business hours. This shall not be construed as a restriction on CARRIER'S ability to pickup or deliver spotted trailers at hours other than its' normal business hours.

**1310. DETENTION, WITHOUT POWER, COMPUTATION OF TIME**

- A. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.
- B. For trailers spotted for loading or unloading, time commences at the time of placement for loading or unloading as the case may be.
- C. Saturday, Sunday and holidays shall be included in the free time calculation.
- D. When a trailer is both loaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, the free time for loading shall not begin until free time for unloading has elapsed.
- E. Consignor shall notify CARRIER, the PURCHASER OF CARRIER'S SERVICES or other party designated by them, when loading or unloading has been completed and the trailer is available for pickup.
- F. When a spotted trailer is changed to a vehicle with power, free time shall cease at the time of the request. Detention provisions governing vehicles with power units will then apply.
- G. When prearranged scheduling has been made, time begins from the actual time of spotting if the CARRIER'S vehicle arrives later than the scheduled time. If the CARRIER'S vehicle arrives prior to the scheduled time, time shall begin at the scheduled time of actual time spotting commences whichever is earlier.
- H. Except for losses that are proximately caused by the acts or omissions of CARRIER, PURCHASER OF CARRIER'S SERVICES shall be liable for all loss or damage to CARRIER's spotted trailers regardless of whether such loss or damage occurs due to the acts or omissions of third-parties on non-parties.

**1320. DETENTION, WITHOUT POWER, CHARGES**

Detention charges after the expiration of free time apply as listed in the applicable Addendum.

**1340. DRIVER ASSIST LOAD/UNLOAD**

Driver assist during either loading or unloading will be charged per hour as listed in the applicable Addendum.

**1350. DRIVER COUNT**

If driver is required to count or verify contents of load while loading or unloading, a charge shall apply per load as listed in the applicable Addendum.

**1360. DROP TRAILER**

Charged per trailer as listed in the applicable Addendum. Excess Miles accessorial may also apply.

**1370. DUNNAGE DISPOSAL**

Charge is per occurrence as listed in the applicable Addendum. Excess Miles accessorial may also apply.

**1380. EXCESS MILES**

Price is per mile as listed in the applicable Addendum plus applicable fuel surcharge for each mile in excess of point to point route.

**1390. EXCLUSIVE USE OF VEHICLE**

- A. When the exclusive use of a vehicle is provided by the CARRIER at the request of the PURCHASER OF CARRIER'S SERVICES, the following provisions will apply:
  - a. The request must be given in writing or placed on the Bill of Lading and Shipping Order.
  - b. Charges are to be paid or guaranteed by the party requesting the services and non-recourse stipulation on the Bill of Lading will not apply.
  - c. Charges for this service will be a minimum charge of 150% of the freight charges based on the actual weight or the applicable truckload charge based on 40,000 pounds (full truckload) whichever is greater.

**1400. EXPEDITED SERVICE**

- A. This provision applies when a specific request is made by the PURCHASER OF CARRIER'S SERVICES for expedited service in addition to the normal service of the CARRIER to meet specific pickup or delivery schedules.
- B. If multiple trucks are required to ship the product the charge will be applied to each truck use.
- C. When a shipment is tendered under this item the bill of lading and shipping order must be endorsed "EXPEDITED SERVICE REQUESTED" and the PURCHASER OF CARRIER'S SERVICES guarantees all freight charges.
- D. Unless already agreed upon, the charges shall be computed subject to a minimum of 135% of the truckload line haul charges, to a maximum of 500 miles per day for a single driver unit or for 1,000 miles per day for a team of two drivers. Relay equipment may be substituted in route if single driver units are used.

**1410. EXTRA LABOR/LUMPER SERVICE**

Charged for costs incurred in obtaining extra labor, plus a handling charge as listed in the applicable Addendum.

**1420. FERRY CHARGES**

Any Ferry Crossing charges incurred while servicing a specific movement will be added as an accessorial item at 120% of actual cost.

**1430. FLORIDA KEYS CHARGES**

For any shipments originating at or destined to the Florida Keys, additional charges per shipment will be charged in addition to all other lawfully published charges as listed in the applicable Addendum.

**1435. FORCE MAJEURE**

Without prejudice to any rights or privileges of the CARRIER's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, rail congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the CARRIER's operations, the CARRIER shall not be held liable or responsible to the PURCHASER OF CARRIER's services for failure or delay in fulfilling or performing any obligation under this agreement, provided, however that

CARRIER shall continue performance hereunder with reasonable dispatch whenever such causes are removed. CARRIER shall provide written notice of any delay or failure to perform that occurs by reason of force majeure.

**1440. FUEL SURCHARGE**

Total line haul charges as shown on the freight bill will be increased according to the schedule outlined in Addendums C, D, and E as applicable, with said surcharge amount shown as a separate line item on the freight invoice.

**1450. GENERAL APPLICATION OF RATES**

- A. Line-haul charges from or to points where direct service is authorized by CARRIER'S certificates will not apply from or to points not directly accessible to truck service because of weight, size or hazardous material restrictions, or because of geographical location. For such points, line haul charges will apply to the point of transfer to other transportation for delivery only. Additional transportation and delivery charges will apply (see Item 1260).
- B. Rates published "for the Account of" will apply only when freight charges are paid by the named account. Rates published "From the Facilities of" apply when freight originates at that specific location, without regard to the party responsible for payment.
- C. Except as provided above, "Freight All Kinds" (FAK) rates will not apply when rates are published in the same or any other applicable tariff on commodities specifically named.

**1460. HAZARDOUS MATERIALS**

- A. Shipments of hazardous materials will be subject to an additional charge as listed in the applicable Addendum, per shipment per vehicle used. Line-haul rates and the additional charge for hazardous materials will be computed over the actual route of movement when specific routing is mandated by Local, State or Federal governments.
- B. PURCHASER OF CARRIER'S SERVICES is responsible for providing CARRIER with a current Material Safety Data Sheet for each hazardous material to be transported and for providing CARRIER with a properly completed hazardous material manifest.

**1470. HIGH VALUE STORAGE**

Loads exceeding \$250,000 in value shall have an additional charge as listed in the applicable Addendum per shipment per day or fraction thereof.

**1480. JOBSITE DELIVERY**

Charge is per occurrence as listed in the applicable Addendum.

**1490. INSURANCE COVERAGE**

Insurance Certificates will be provided at PURCHASER OF CARRIER'S SERVICES request. The certificate will include all General Liability, Automobile Liability, Motor Truck Cargo and certain other coverage where necessary. At the PURCHASER OF CARRIER'S services request, they will be shown as a certificate holder.

**1500. LAYOVER**

Charges are per day as listed in the applicable Addendum. Subsequent 24 hour periods will be subject to Power Detention up to the maximum charge without additional free time. Emergency zones are subject to additional surcharge as listed in the applicable Addendum.

**1510. LOAD STRAPS/LOCKS**

Charge is per load bar/lock as listed in the applicable Addendum when more than 2 load locks are requested or required by Shipper.

**1520. LOAD/UNLOAD CHARGES**

Charge is per trailer for each occurrence as listed in the applicable Addendum. Partial Loading and/or Partial Unloading by CARRIER charged per trailer for each occurrence as listed in the applicable Addendum.



**1530. MEXICO BORDER DETENTION**

No charge for the first 72 hours while crossing the border, each 24 hour period or portion thereof will be subject to a surcharge as listed in the applicable Addendum.

**1540. MEXICO DELIVERY DETENTION**

No charge for the first 72 hours from time of arrival/drop at destination, each 24 hour period or portion thereof will be subject to a surcharge as listed in the applicable Addendum.

**1550. MILEAGE COMPUTATION**

A. Mileage shall be computed from the point of loading to the points of unloading by the practical direct highway miles, and shall be calculated using PC Miler, versions updated as they become available.

B. EXCEPTIONS

When stopping in transit to load or unload part of the load, the mileage to be used to determine the charges is the aggregate of the mileage from the origin point of the shipment to the final destination via the stop-off points. Mileage required by the order of loading or unloading and as specified on the Bill of Lading shall be used to determine the applicable charges. If after receipt of the shipment by the CARRIER and while in route, the PURCHASER OF CARRIER'S SERVICES requests stopping in transit in a different order of unloading or loading than as received and specified on the bill of lading, the aggregate mileage of the new route of movement shall apply. There will be an additional reconsignment charge as listed in the applicable Addendum for labor required to unload, shift or reload the freight to accomplish out-of-sequence deliveries. These charges shall be in addition to all other charges.

- a. If the route of movement by virtue of the content of hazardous materials, or because of being overweight or over dimension, the closing or prohibition of use of bridges, tunnels, or highway sections requires a longer route by the Public Authority, charges based on mileage of the required longer route shall apply.
- a. CANADIAN CROSSING: In the absence of the PURCHASER OF CARRIER'S SERVICES routing on shipping order, border-crossing point will be selected by CARRIER.
- b. MEXICAN CROSSING: In the absence of PURCHASER OF CARRIER'S SERVICES routing on shipping order, border-crossing point will be selected by CARRIER.

**1560. MINIMUM CHARGE**

Charge is per trailer used as listed in the applicable Addendum except as otherwise specifically stated in the applicable rate schedule.

**1570. NEW YORK CITY CHARGES**

Shipments originating at or destined to zip codes 100-108 and 110-119, which are located in the boroughs of New York, NY and points on Long Island, NY, additional charges per shipment will be charged in addition to all other lawfully published charges as listed in the applicable Addendum.

**1580. NON PERMITTED USE OF EQUIPMENT**

Utilization of equipment, which does not strictly comply with the intended use between Universal and its customers, will result in a daily charge per trailer or container, per day, for each occurrence as listed in the applicable Addendum.

**1590. ORAL CONTRACT DISCLAIMER/ENTIRE AGREEMENT**

Except as otherwise provided in this provision, all shipments tendered to CARRIER will be transported, subject to the rates, rules and regulations provided in this Contract or any addendum or subsequent revisions thereto. Such rates, rules and regulations may not be negated or superseded by any claimed oral contract, promise, representation, or understanding between the parties. Rates, rules and regulations negotiated with the PURCHASER OF CARRIER'S SERVICES, which are not contained in this Contract, will become effective only upon the execution of a written contract between the officers of CARRIER and the PURCHASER OF CARRIER'S services containing such rates, rules and regulations.

In the absence of a separate written contract executed between an officer of CARRIER and the PURCHASER OF CARRIER'S SERVICES, which contains terms and conditions contrary to the provisions of this Contract, this Contract represents the entire understanding of the parties and cannot be amended except in writing signed by both parties. All prior discussions, understandings, negotiations and agreements are merged herein. All prior oral or written agreements between the parties are hereby canceled. The provisions of this Contract shall be binding upon the heirs, personal representatives, successors, assigns, and receivers of PURCHASER OF CARRIER'S SERVICES, and PURCHASER OF CARRIER'S SERVICES represents and warrants, as a material term of this Contract, that it has all necessary authority to bind such persons and entities. In the instance of force majeure, this Contract shall govern.

**1600. OUT OF ROUTE MILES**

Charge is per mile plus applicable fuel surcharge for each mile in excess of point to point route as listed in the applicable Addendum.

**1610. OVER DIMENSION FREIGHT, ESCORT CAR AND FLAGMAN CHARGES**

- A. Arrangements for transporting shipments that contain articles, any of which exceed one or more of the following dimensions.
  - (1) Nine (9) feet in height.
  - (2) Eight (8) feet, Six (6) inches in width.
  - (3) Forty-five (45), (48) or (53) feet in length or any distance beyond the floor of the trailer.
- B. Such shipments that are accepted will be subject to a minimum weight of 40M or actual weight and freight charges will be assessed at the applicable rate.
- C. When the weight of the articles exceed Federal, State or Municipal weight regulations, freight charges will be assessed in accordance with the weight of the article and the percentage of the applicable rate as follows as listed in the applicable Addendum.
- D. When the weight of the articles requires the use of specialized trailers, said equipment will be brought empty to the shipping location at the request of the PURCHASER OF CARRIER'S SERVICES for an additional charge of \$1.40 per mile plus \$75 per day per diem, if needed due to over dimension, from the equipment's terminal of origin to the shipping point. For the purpose of this item, specialized equipment will be defined as flatbed or removable side trailers with five or more axles. If the nature of the specialized equipment, in order to comply with Federal, State or Municipal regulation, require use of special highway permits to facilitate the empty movement of the equipment from terminal or origin to the shipping point, then CARRIER will secure permits as an agent for the PURCHASER OF CARRIER'S SERVICES and assess charges equal to the cost of each permit. Permits secured for the empty movement of equipment will not be subject to an additional service charge.
- E. Where regulations or laws of any Federal, State or Municipal government or any subdivision thereof, require use of special highway permits and/or the pilot cars or escort service, CARRIER will, upon request of the PURCHASER OF CARRIER'S SERVICES, and as agent for them, engage a third person to perform this service. All charges of the third person must be paid by the PURCHASER OF CARRIER'S SERVICES and are in addition to all other lawful charges in the rules and regulations. Such charges may be advanced by the CARRIER and billed to the PURCHASER OF CARRIER'S services at actual cost of the service plus a 20% service charge. These charges shall be in addition to all other applicable charges and shall be shown separately on the freight bill.
- F. Shipments requiring over-weight bonds or over-dimensional permits, the actual cost plus a 20% service charge of the bond or permit for each state or city shall be added to the freight bill subject to a minimum charge of \$75.00 for each bond or permit. When the permit specifies route of the movement that shall be used in transporting the shipment, all tolls or fees paid by CARRIER for the use of bridges, ferries, tunnels or highway shall be in addition to all other applicable charges and shall be shown separately on the freight bill.
- G. When upon request of the PURCHASER OF CARRIER'S SERVICES or if required by Federal, State, or Municipal regulations or laws, the shipment must be transported via specified accessible route, the mileage, for the purpose of determine the rate applicable, shall be computed via such route.

**1620. PACKAGING & LABELING BY THE SHIPPER**

All shipments must be packaged securely and properly labeled, and accompanied by a bill of lading completed by the PURCHASER OF CARRIER'S SERVICES. CARRIER shall not be responsible for any loss, damage, penalty or fine that may be caused by the shipper's failure to properly package and label the shipment, or from the shipper's failure to provide CARRIER with the complete and accurate bill of lading.

**1630. PALLET EXCHANGE**

Service not provided. CARRIER will not be responsible for any pallet exchange or return. If for any reason, this service is provided, charges will be assessed as listed in the applicable Addendum.

**1640. PALLETS, PLATFORMS, OR SKIDS**

- A. Any request or provisions noted on the bill of lading or shipping order at the time of movement requesting the return of these shipping devices shall be deemed to be for informational purposes only, and it will not be binding upon the CARRIER to accomplish or comply with such request or provisions to complete the contract of carriage on the shipment.
- B. Weight and space for pallets, platforms, skids, packaging will be considered, for rating purposes, as a part of the shipment. These items will be assessed at the rate applicable to the articles being transported.

**1650. PAYMENT OF FREIGHT CHARGES**

- A. When the payer of the freight charges fails to make payment in 30 days, the following can be assessed on each unpaid freight bill in addition to all other lawful freight and accessorial charges as provided in these Rules and Regulations:
  - (1) Interest of 25% per annum (compounded annually) on the unpaid balance, minimum charge \$100.00, or the maximum amount allowed by applicable law, whichever is less, plus the reimbursement for all collection and legal costs, including reasonable attorneys' fees.
  - (2) And a late fee of 25% of the principal amount due.
- B. This item is only applicable to the nonpayment of original, separate and independent freight bills and does not apply to the aggregate "balance due" claims sought for a collection on any past shipments by a bankruptcy trustee, or any other person or agent.
- C. The PURCHASER OF CARRIER'S SERVICES shall be liable, jointly and severally with the consignee, consignor and any other responsible party, for all unpaid charges on account of a shipment and to pay and/or indemnify CARRIER for all claims, fines, penalties, damages, costs and other sums, including attorneys' fees, which may be incurred by CARRIER by reason of any violation of the shipment contract/tariff or any other default of the PURCHASER OF CARRIER'S SERVICES or their agents. Regardless of which party is initially invoiced however, the Shipper, Consignee, and any Third Party remain jointly liable for all charges. In the event Shipper, Consignee, or Third Party primarily responsible for payment does not pay applicable charges within normal terms, the other parties shall remain liable for all charges. Under this paragraph, CARRIER is entitled to recover all of its costs, including attorneys' fees, of collecting delinquent freight bills.
- D. Rates and charges named or provided in this document are in U.S. Currency for shipments moving wholly within the U.S.A. and for shipments moving between the U.S.A. and Canada. Rates and charges for Canadian Domestic Shipments are in Canadian Currency.
- E. Remitting Payments: When remitting freight charges, PURCHASER OF CARRIER'S SERVICES must provide remittance. Notwithstanding this requirement, payments may be allocated pursuant to provisions of paragraph (F) of this Item
- F. Allocation of Payments: When freight is tendered to CARRIER subject to provisions of this rules tariff, PURCHASER OF CARRIER'S SERVICES authorizes CARRIER to allocate payments and credits in a way that is most favorable to or convenient for CARRIER and grants CARRIER full discretion as to how payments are applied. For example, PURCHASER OF CARRIER'S SERVICES authorizes CARRIER to apply payments and credits to oldest balances before CARRIER applies them to more recent freight charges.
- G. Offsetting Charges Not Allowed: PURCHASER OF CARRIER'S SERVICES shall not offset from or delay the payment of lawfully established transportation charges due CARRIER as a result of any overcharge claim, charge-back, duplicate payment, or loss and/or damage cargo claim. A formal claim shall be filed and processed separately.

- H. Payment in Full: Any attempt to discharge an outstanding debt to CARRIER by marking a payment of less than full outstanding balance “paid in full” or “accord and satisfaction” or similar language will be null and void.
- I. Where claims of any kind have been filed with CARRIER for specific shipments, if the claimant involved has open invoices with CARRIER that are more than 60 days old, CARRIER will offset amounts determined due on the claim against outstanding amounts receivable.
- J. On any charges where approval has been requested in writing for lawfully valid charges and the PURCHASER OF CARRIER’S SERVICES has failed to respond, after three attempts without response, the charges will be considered approved and the CARRIER will invoice and collect payment on said charges in the same manner as if the charges had been approved in writing.
- K. Any and all disputes for any charges must be submitted to CARRIER within 30 days of the date of invoice. CARRIER will not accept any disputes after the expiration of the dispute period. PURCHASER OF CARRIER’S SERVICES waives and releases any disputes to charges that it fails to submit within the 30 day dispute period.

**1660. PERMIT SERVICES**

Permit, escort services arranged by the company will be charged with a 20% service fee add on to compensate for the administration cost of securing and acquiring required permits.

**1670. PICK-UP OR DELIVERY SERVICE SATURDAY, SUNDAY OR HOLIDAY**

- A. When the PURCHASER OF CARRIER’S SERVICES requests CARRIER to pick up or deliver freight on Saturday, Sunday or Holiday, such service shall be subject to an additional charge as listed in the applicable Addendum.
- B. The CARRIER is not obligated to furnish pickup or delivery service on Saturday, Sunday or Holiday.
- C. The PURCHASER OF CARRIER’S SERVICES may request CARRIER to place or pick up and empty trailer(s) (vehicles without power units) on holidays, even though the actual pick up and or delivery of freight may occur on a day other than holidays. The charge for this service is per vehicle, per day, or fraction thereof as listed in the applicable Addendum.
- D. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the CARRIER before pickup or delivery will be made.

**1675. POWER UNIT TRACKING**

- A. Satellite Motor Surveillance Service
  - (1) Satellite Motor Surveillance Service (SM OR SNS) is a service used in the commercial truck movement of certain shipper selected material. The purpose of the service is to provide the shipper or consignee with truck or container location reports, in transit status changes and emergency situation notification.
  - (2) A SM or SNS vendor is a commercial company utilized by the carrier to assist in providing SM or SNS service to the PURCHASER OF CARRIER’S SERVICES. Utilizing any technical means that meets the requirements set forth in this Item.
  - (3) Use of SM or SNS is for informational, tracking and notifications purposes only, and shall not be considered an additional transportation security measure or service.
- B. PURCHASER OF CARRIER’S SERVICES requirements
  - (1) When SM or SNS is required, the PURCHASER OF CARRIER’S SERVICES, shipper and/or consignee shall notify the carrier 48 hours before tender of the shipment to CARRIER.
  - (2) Confirmation to pay the additional charges negotiated between CARRIER and PURCHASER OF CARRIER’S SERVICES as discussed below.
- C. CARRIER Charges
  - (1) In addition to all other charges for transportation, charges for shipments on which SM or SNS is provided shall be negotiated between the CARRIER and PURCHASER OF CARRIER’S SERVICES as of the time of shipment tender and noted on the bill of lading or confirmed in writing.

**1680. PREPAYMENT OR GUARANTEE OF CHARGES**

- A. Unless otherwise provided, shipments will be accepted subject to the following provisions:
  - (1) A “PREPAID SHIPMENT” is one on which the charges for transportation service 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 consignor. Notwithstanding the consignor's primary payment responsibility, both consignor and the consignee are liable for payment of the CARRIER'S freight charges considering that the PURCHASER OF CARRIER'S SERVICES, consignor, and the consignee receive the benefit of the CARRIER'S services. Thus, if the consignor does not pay the charges within the CARRIER'S payment terms, for any reason, including insolvency, the charges may be reversed to PURCHASER OF CARRIER'S SERVICES and/or the consignee and become the PURCHASER OF CARRIER'S SERVICES and the consignee's responsibility for payment.

- (2) A "COLLECT SHIPMENT" is one in which the charges for transportation services, including accessorial services, are rendered at the request of the consignee or requested by the consignor for the consignee, are to be paid by the consignee. Notwithstanding the consignee's primary payment responsibility, the PURCHASER OF CARRIER'S SERVICES, consignor, and the consignee are liable for payment of the CARRIER'S freight charges considering that the PURCHASER OF CARRIER'S SERVICES, the consignor, and the consignee received the benefit of the CARRIER'S services. Thus, if the consignee does not pay the charges within the CARRIER'S payment terms, for any reason, including insolvency, the charges may be reversed to the PURCHASER OF CARRIER'S SERVICES and the consignor and become the PURCHASER OF CARRIER'S SERVICES and the consignor's responsibility for payment. The consignor and/or the PURCHASER OF CARRIER'S SERVICES acknowledge that it acts as a limited agent for the consignee in procuring transportation services and that it has been provided with no limitation by consignee with respect to the liability terms for the engagement of the CARRIER.
- (3) A "THIRD PARTY PAYOR SHIPMENT" is one for which the charges for transportation services, including accessorial services, are rendered at the request of the consignor and/or the consignee are to be paid for by a third party. Third parties are often firms such as logistics companies (3PL's), brokers or other intermediaries who provide services of/to consignors and/or the consignees. Notwithstanding a third party's primary payment responsibility, both consignor and the consignee remain liable for payment of the CARRIER'S freight charges considering that all parties receive the benefit of the CARRIER'S services. Thus, if the third party does not pay the charges within the CARRIER'S payment terms for any reason, including insolvency, the charges may be reversed to the PURCHASER OF CARRIER'S SERVICES, the consignor, or the consignee or all three if any fail to pay. It is a recognized risk to consignors and the consignee dealing with third parties that should the third party fail to pay a valid freight bill, the PURCHASER OF CARRIER'S SERVICES, the consignors, and the consignees remain liable for payment to the CARRIER. This is the case even if the consignor or the PURCHASER OF CARRIER'S SERVICES has already forwarded payment to the third party and the third party fails to pay the CARRIER.
- (4) If the PURCHASER OF CARRIER'S SERVICES is a third party freight broker or any form of third party logistics provider, by placing freight with CARRIER, PURCHASER OF CARRIER'S SERVICES acknowledges CARRIER'S right to pursue unpaid freight charges from the consignor or consignee should the PURCHASER OF CARRIER'S SERVICES not make payment within 30 days. This term supersedes and takes priority over any separate contract with the CARRIER and any terms or rules promulgated by the broker or third party logistics provider.
- (5) If, in the judgment of the CARRIER picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.
- (6) If a shipment is required to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the CARRIER picking up the shipment at origin and the consignor guarantees to pay the charges if the PURCHASER OF CARRIER'S SERVICES fail to do so within the time allowed under the credit policy. Such a shipment will not be accepted as a collect shipment if the consignor executes Section 7 of the Bill of Lading.
- (7) CARRIER shall have 3 years from the date of shipment to file a claim with the consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES for undercharges or other charges in addition to its original freight charges. The consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES shall have 30 days from the date the original freight bill and all supporting documentation was received to file a claim with CARRIER for overcharges, except that claims resulting from duplicate payments may be filed by PURCHASER OF CARRIER'S SERVICES at any time. All overcharges, unidentified and duplicate payment claims shall be processed by CARRIER in accordance with 49 CFR Part

378. Carrier will not open new overcharge claims on any invoice for which a closed overcharge claim exists.

- (8) CARRIER must bring a civil action to recover charges for transportation or service provided by CARRIER to the consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES pursuant to this Contract within 4 years from the date of shipment. The consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES must bring a civil action to recover overcharges from CARRIER within eighteen (18) months from the date such entity receives written notification of its claim for overcharges. Any demand for payment after this limitation shall be considered time barred and void.

**1690. PROHIBITED OR RESTRICTED ARTICLES**

- A. The following property will not be accepted for shipment nor as premiums accompanying other articles:
- |                       |  |
|-----------------------|--|
| Bank Bills            | Museum Exhibits or Articles of Antiquity |
| Notes                 | Drafts                                   |
| Original Works of Art | Letters                                  |
| Valuable papers       |  |
- B. Additional prohibited articles: pharmaceuticals, prohibited or stolen goods, illegal drugs, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition, Jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, tickets, stamps, coins, or goods or collections of any similar kind. Goods likely to encourage vermin or other pests or to cause infestation or contamination.
- C. Articles of extraordinary value (i.e., articles tendered with an invoice value exceeding \$100,000 or \$10.00 per pound per package, whichever is less) will not be accepted for shipment or as premiums accompanying other articles, unless PURCHASER OF CARRIER'S SERVICES has first complied with Section 1170(E) herein.
- D. CARRIER is not obligated to receive freight, liable to impregnate or otherwise damage other freight or CARRIER'S equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment", or may, for lack of suitable equipment, be refused.
- E. CARRIER shall not be liable for any loss or damage to any prohibited or restricted articles should the consignor tender such articles to CARRIER in contradiction of this provision. The PURCHASER OF CARRIER'S SERVICES agrees to defend, indemnify and reimburse CARRIER for any physical harm, damage or liability, including attorneys' fees, which may result in any way from the transportation of any prohibited or restricted article as identified above.

**1695. RATE CONFIRMATION**

When an individual shipment is tendered on a rate confirmation, the individual shipment shall be subject to the rate or charge contained on the rate confirmation sheet and will prevail over all conflicting rates and/or charges published in any other applicable contract or pricing schedule/tariff.

If the rate confirmation is prepared by Shipper, or a third party acting on behalf of Shipper, CARRIER'S signature on the rate confirmation only evidences CARRIER'S acknowledgement and agreement to the transportation rates and charges thereon and does not constitute approval of any other provisions set forth on the rate confirmation sheet. Such other changes can only be approved in writing signed by an officer of the CARRIER.

**1700. RECONSIGNMENT OR DIVERSION**

- A. Definitions of Reconsignment or Diversion: For the purpose of this rule, the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:
1. A change in the name of the consignor or consignee.
  2. A change in the place of delivery within the original destination point.
  3. A change in the destination point.
  4. Relinquishment of a shipment at point of origin.
- B. Conditions:
1. Requests for reconsignment must be made in writing or confirmed in writing. The CARRIER must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.

2. CARRIER will make a diligent effort to execute a request for reconsignment but will not be responsible if such service is not affected.
  3. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the CARRIER before reconsignment will be made.
  4. Only entire shipments, not portions of shipments may be reconsigned.
  5. An order for reconsignment of a shipment moving under uniform bills of lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed or exchange.
- C. Charges for this service are as listed in the applicable Addendum for the mode of service provided.
- D. Where request is made by the PURCHASER OF CARRIER'S SERVICES, before a shipment has left CARRIER'S terminal at point of origin for return of a shipment to the original place of shipment, or delivery thereof to another CARRIER at point of origin, or relinquish possession to the PURCHASER OF CARRIER'S SERVICES or another CARRIER at CARRIER'S terminal, such service will be subject to charges as listed in the applicable Addendum.

**1710. RE-DELIVERY**

- A. When a shipment is tendered for delivery and through no fault of the CARRIER such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions.
1. If one or more additional tenders or final delivery of the shipment are made a minimum charge per vehicle will be made for each such tender and for the final delivery as listed in the applicable Addendum.
  2. All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of the CARRIER, by the party or parties requesting redelivery before the shipment is redelivered.

**1720. RENOTIFICATION CHARGE**

When the CARRIER has fully complied with the shipping and delivery instructions and through the fault of the consignee, CARRIER is unable to tender delivery as scheduled; there will be a re-notification charge as listed in the applicable Addendum, in addition to all other applicable charges.

**1730. REPOSITIONING EQUIPMENT**

Excess mileage charge along with a minimum charge per occurrence as listed in the applicable Addendum will apply.

**1740. RETURNED/UNDELIVERED SHIPMENTS**

Excess mileage charge along with a minimum charge per occurrence as listed in the applicable Addendum will apply.

**1750. SHIPMENTS OF UNUSUAL CONFIGURATION**

When a single shipment weighs less than the authorized volume or truckload minimum weight, and the average weight per lineal foot is less than 800 pounds, freight charges will be computed on the basis of 800 pounds per lineal foot.

**1760. SHIPMENTS TENDERED IN EXCESS OF MAXIMUM WEIGHT/CHANGES**

Shipments in excess of a stated maximum weight will be rated at the truckload or volume provisions applicable, and weights in excess shall be rated as a separate shipment.

**1770. SHIPMENTS TENDERED IN EXCESS OF MAXIMUM WEIGHT RESTRICTIONS  
PREARRANGED WITH CARRIER**

- A. Excess weight will be rated as follows:
- (1) First determine the line haul charges that would apply at the stated maximum weight.
  - (2) Divide the line haul charges by the stated maximum weight expressed as a hundredweight.
  - (3) Result is a rate in cents per hundredweight to be applied to the excess weight over the stated maximum in the rate item.
  - (4) Charges for the excess weight may not be less than the applicable minimum charge for less than truckload.
  - (5) Charges for excess weight shall be in addition to all other applicable charges.

- B. No vehicle may be loaded in excess of that quantity of freight which can be transported from origin to destination in or on such vehicle because of weight or size limitations of federal, state or municipal laws or regulations.

**1780. SORTING AND SEGREGATING**

Upon instructions of the PURCHASER OF CARRIER'S SERVICES, CARRIER will sort or segregate freight into individual lots and place such segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the PURCHASER OF CARRIER'S SERVICES for receipt of freight within or adjacent to the vehicle. The charge for this service shall be \$1.50 per 100 pounds; subject to a minimum charge of \$250.00 per shipment which shall be in addition to all other charges assessed and the PURCHASER OF CARRIER'S services or party requesting the service should be responsible for payment of the charge.

**1790. SPECIAL EQUIPMENT**

Subject to the availability of the equipment, if requested by the PURCHASER OF CARRIER'S SERVICES, in lieu of already agreed upon charges, special equipment will be furnished subject to a twenty (\$.20) cent per mile per vehicle used charge or 125% of the cost of renting the special equipment, whichever is greater. Such charges will be in addition to the otherwise applicable truckload rate.

**1800. SPECIALIZED TRAILER CHARGE**

- A. Shipments that contain articles not exceeding 8'6" high, but for which single drop-frame or drop-deck equipment is required by the PURCHASER OF CARRIER'S services and furnished by the CARRIER, will be charged at 150% of the truckload rate based on the highest minimum weight in the rate item, or the actual weight if greater, but not less than 40,000 pounds, in lieu of already agreed upon charges.
- B. When double drop frame or drop deck equipment is furnished, the charge will be 175% of the truckload rate.

**1810. STOP-OFF CHARGES**

- A. Shipments subject to truckload rates and truckload minimum weights, received from one shipper at one point at one time for one consignee at one destination and covered by one bill of lading, may be stopped for partial loading and or partial unloading, subject to the following provisions:
  - 1. Each stop-off is limited to one placement of the truck.
  - 2. Stop-offs for partial loading or partial unloading will not be permitted on shipments moving "In Bond" or where Section 7 of the bill of lading has been executed.
  - 3. The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.
  - 4. The entire component parts of a shipment must be loaded and in transit before any stop is made for partial unloading.
- B. Each stop for either partial loading or partial unloading, but not both on the same shipment, will be subject to a stop-off charge per stop as listed in the applicable Addendum, excluding the stops for initial pick-up and final delivery.
- C. A vehicle transfer charge will be assessed for each transfer of a vehicle from one loading or unloading site to another as listed in the applicable Addendum.
- D. Line-haul charges will be determined as follows:
  - 1. Shipments will be rated as if the entire shipment moved from each place where any portion of the shipment is picked up to each place where any portion of the shipment is delivered and the highest of such charges will apply to the entire shipment. In determining charges, apply rates in effect on date of shipment from point of origin.
  - 2. Point to Point Rates (Specific Commodity Rates): If the total distance from initial origin to final destination via the stop-off point or points exceeds 105% of the shortest route mileage from initial origin to final destination, or if the route movement, by virtue of the content of hazardous materials, or because of over-weight or over-dimension, or the closing or prohibition of use of bridges, tunnels, or highway section by any public authority, that distance in excess of 105% will charged per mile as listed in the applicable Addendum, but total freight charges to be not less than provided in D1 above.
  - 3. Distance Commodity Rates: Charges on shipments stopped for completion of loading or partial unloading shall be assessed on the basis of the applicable truckload rate and minimum



weight (or actual weight if greater). The mileage to be used to determine the charge is the mileage from the original point via the stop-off points determined via the order of stop-off(s) as loaded for delivery by the PURCHASER OF CARRIER'S services. The greatest mileage between any point of loading and any point of unloading will determine initial origin and final destination.

E. Conditions:

1. Consignor must prepay all charges and only one freight bill will be issued for the entire shipment. However, charges may be collect when they are guaranteed by the consignor and so noted on the bill of lading at the time of shipment. All charges to be collected from the consignee at final destination.
2. When bill of lading requires stop-off to unload a component part of the shipment and CARRIER is unable during business hours to effect delivery of such freight at the point of place of stop-off, that undelivered portion of such shipment shall then be subject to rules and regulations governing unclaimed freight, storage and delivery of freight, to the extent that services are applicable.
3. Except where shipment consists of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by the consignor in such manner that each lot of freight intended for delivery at a particular point or place of stop-off will be readily distinguishable from all other freight in the shipment.
4. For CARRIER'S convenience, any portion of the shipment may be picked up, transported, or delivered, in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.
5. Arrangements for any stop-off service provided in this item must be made with the CARRIER before shipment, or any portion thereof, is tendered for transportation.
6. The entire portion of shipment to be picked up must be available for pickup at time of tender.
7. The PURCHASER OF CARRIER'S SERVICES must tender the part lots in the order required by the CARRIER.
8. The party or parties authorized and designated by the PURCHASER OF CARRIER'S SERVICES to accept or tender freight at a point or place of stop-off may be the same or other than the billed the PURCHASER OF CARRIER'S SERVICES.
9. The bill of lading shall designate the following:
  - a. Stop-off point or points and places.
  - b. The weight, quantities, marking and description of articles to be loaded or unloaded.
  - c. The name and address of the party authorized to tender freight or to accept freight for unloading at point or place of stop-off.

**1820. STORAGE**

- A. Freight held in CARRIER'S possession by reason of an act or an omission of the PURCHASER OF CARRIER'S SERVICES, or owner, or for customs, clearance or inspection and through no fault of the CARRIER, will be considered stored immediately and will be subject to the following provisions.
  1. Storage charges on freight awaiting line haul transportation or on undelivered freight after arrival notice has been given, will begin the day freight is received by the CARRIER for storage.
  2. Freight placed on company equipment and not moving will be considered to be in storage.
  3. Freight stored in CARRIER'S possession will be assessed the following charges.
    - (a) \$100.00 per day, 7 days per week including weekends and holidays, minimum charge \$700.00.
    - (b) Storage charges under this item will end when CARRIER is enabled to deliver or transport the freight as a result of action by the PURCHASER OF CARRIER'S services, consignor owner or customs official.
    - (c) When CARRIER does place the freight in a public warehouse, a minimum charge of \$100.00 per square foot will be made in addition to the applicable warehouse charges, and CARRIER shall have no further liability with respect to any loss or damage to the cargo placed in storage.

- B. CARRIER will place goods in storage-in-transit only upon specific request and upon PURCHASER OF CARRIER'S SERVICES's agreement to the terms and conditions appearing in this Agreement and any additional terms provided prior to shipment.
- C. CARRIER shall have the right to terminate the interstate character of any shipment if PURCHASER OF CARRIER'S SERVICES does not make payment of the billed charges within the due date of the billing.
- D. Upon request, and providing CARRIER with reasonable advance notice, any party with an interest in the freight shall have the right to inspect it for damage of any kind prior to placement in storage. Absent notification, in writing, of loss or damage occurring prior to conversion to permanent storage, all loss or damage to freight placed in storage shall be deemed to have occurred during permanent storage and CARRIER shall have no liability for such loss or damage.

**1830. STRIKE INTERFERENCE**

When because of a strike or labor issue with employees, it is impossible to make available for movement any partially loaded or empty trailers detained on premises, a detention charge of \$100.00 per day or fraction thereof will be made following the expiration of free time.

**1840. TARP CHARGE**

When Tarp service is required, additional charges will apply as listed in the applicable Addendum.

**1850. TEAM DRIVER**

When requested by the PURCHASER OF CARRIER'S SERVICES, an extra driver will be furnished an additional rate per mile as listed in the applicable Addendum in addition to all other published charges. The bill of lading must bear the notation "Team Driver Requested".

**1860. TEMPERATURE CONTROL**

Unless otherwise agreed in a written agreement, executed by an officer of CARRIER, CARRIER assumes no responsibility for articles or commodities that require protection from either heat or cold regardless of any notations on the bill of lading, rate confirmation sheet or other document. Any shipment requiring temperature control will be accepted at the PURCHASER OF CARRIER'S SERVICES's own risk. If for any reason, this service is provided, charges will be assessed as listed in the applicable Addendum.

**1870. TENDERED AS A TRUCKLOAD**

- A. All shipments tendered to CARRIER will be considered as truckload unless otherwise specified and approved.
- B. Shipments will be accepted only on a prepaid basis unless otherwise specified and approved.

**1880. TENDERED AS LESS-THAN-TRUCKLOAD**

- A. Shipments tendered as Less-than-truckload will require special pricing.
- B. Shipment moving under this provision will be accepted either on a prepaid basis or collect basis if Section 7 of the Bill of Lading is not executed.

**1890. TOLLS, ROADS, AND BRIDGES**

Increases in toll costs (occurring after date of base rate) will be a pass through plus a 20% administrative fee.

**1900. TRAILER POOL CHARGE**

Charge is per trailer, per day as listed in the applicable Addendum for each trailer in excess of the negotiated pool. Repositioning of Equipment accessorial may apply.

**1910. TRAILER WASH OUT**

Cost pass through at 100% with actual washout service receipt plus a 20% administrative fee.

**1920. TRENCHING OR STRINGING SERVICE**

- A. The additional use of CARRIER'S vehicle at point of destination for the purpose of trenching or stringing will be permitted, subject to the following terms and conditions:
  - 1. Nothing in this rule shall compel CARRIER to perform service at or to the sites not accessible to trucks.

2. Service under this rule shall be performed upon request of the PURCHASER OF CARRIER'S services.
3. Charge for service performed shall be \$100.00 per hour and does not include unloading by the CARRIER.
4. Charges for service performed under this item shall be in addition to all other lawful accrued charges.

**1930. UNDELIVERED FREIGHT**

- A. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the CARRIER cannot locate the consignee's facility, or if the freight cannot be transported because of an error or omission on the part of the consignor or consignee, the CARRIER will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefore. However, CARRIER will have no liability for any damages of any kind, arising out of CARRIER's inability to deliver the freight.
- B. On undelivered shipments, disposition instructions issued prior to tender of delivery will not be accepted as authority to re-ship or return a shipment or to limit storage liability.
- C. Undelivered shipments will be subject to storage and or detention charges. PURCHASER OF CARRIER'S SERVICES shall be liable for all costs incurred by CARRIER to dispose of any freight that it cannot deliver under this Section.

**1940. UNNAMED POINTS OR TERMINAL AREA**

- A. Rules and regulation, published in this Contract, will apply from and to points named in this Contract, as well as from and to places within the limits specified below:
  1. If the point of origin or destination is an unincorporated community, all places within two and one-half miles by air line of the post office of the same name in such unincorporated community if the community has a population of less than 2,500; within four miles if it has a population of 2,500 but less than 25,000; and within five and one-half miles if it has a population of 25,000 or more.
  2. If the point of origin or destination is an incorporated community at any place within the corporate limits, and places as defined. With population of less than 2,500 at any place not more than two miles from the base municipality. With population of 2,500 or more but less than 25,000 at any place not more than three miles from the base municipality. With population of 25,000 or more but less than 100,000 at any place not more than four miles from the base municipality. With population of 100,000 or more at any place not more than five miles from the base municipality.
  3. Population figures to be used are those determined by the latest US Census Bureau Census, as shown in the standard Rand McNally.

**1950. UNSAFE OPERATION**

Nothing in this Contract shall be construed as making it binding on the part of the CARRIER to receive freight for destination to which, on account of conditions of roads, it is impracticable to operate trucks, or to make deliveries at location at destination stations to which location, account of condition of streets or roadways it is impracticable to operate trucks. In such latter cases notice shall be given the PURCHASER OF CARRIER'S services and delivery made at terminal depot, or at other practicable location. PURCHASER OF CARRIER'S SERVICES agrees that CARRIER shall have absolute discretion to take whatever actions it deems necessary to ensure safe operations.

**1960. USED COMMODITIES**

- A. Shipments of any used commodity will be released at a value not to exceed ten (10) cents per pound per package. Used commodities are any commodities with prior use, including but not limited to restored, refurbished and remanufactured commodities as well as factory warranty returns. Also included are any commodities that have been set-up and operated, including any commodity that has been used for the commodity's stated purpose or to demonstrate the performance or merits of a product to prospective buyers. Also included are items not manufactured by the shipper; previously owned and shipping for re-use or as a result of resale. CARRIER'S liability, if any, for any loss or damage to such shipment, regardless of the cause of the loss or damage, shall not exceed this released value.
- B. Regardless of any higher valuations that may exist in this Contract, if the PURCHASER OF CARRIER'S SERVICES requests that CARRIER be liable for loss, damage or delay of

commodity at a value exceeding ten (10) cents per pound, the PURCHASER OF CARRIER'S SERVICES must comply with all conditions and procedures specified in Section 1170 (E) of these Freight Rules and Regulations.

**1970. VEHICLES FURNISHED BUT NOT USED**

- A. When CARRIER upon receipt of a request to pick-up a shipment and CARRIER have dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the CARRIER, the vehicle is not used; a charge per vehicle will be assessed as listed in the applicable Addendum.
- B. If vehicle is a Team Driver shipment, an additional charge will be assessed as listed in the applicable Addendum along with the Excess Miles accessorial may apply.

**1980. WEIGHTS – GROSS WEIGHTS**

- A. Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.
- B. All and any packaging, dunnage or securement material will be included in the weight of the shipment.
- C. Materials requiring securing a shipment beyond the normal truck equipment of tarps, straps and chains will require the PURCHASER OF CARRIER'S services to provide load locks.
- D. If additional materials are required to be provided by the CARRIER the cost of that material will be reimbursed a rate of 130% of purchase price plus \$25.00 per hour labor for the time required to acquire the material.
- E. When the bill of lading does not accurately reflect the gross weight of a shipment, the CARRIER can adjust the gross weight to reflect the actual shipment weight. Such adjustments must be supported by certified scale tickets and charges as applicable to the increased gross weight will be applied.
- F. When the CARRIER is detained at any federal, state or local government facility due to overweight, and the bill of lading does not accurately reflect the gross weight of the shipment, the PURCHASER OF CARRIER'S services will be liable for the cost of any citations issued to the CARRIER as a result, plus the costs associated with the repositioning or unloading of the shipment to facilitate achieving legal weight.
  - (1) When CARRIER is required to dispatch a second unit to assist in repositioning or unloading of a shipment, the charge for this service will be \$1.65 per mile, with mileage computed from the point of dispatch to the location of the federal, state or local facility where the original equipment is detained, subject to a minimum charge of \$750.00.
  - (2) The labor charge for the repositioning or unloading of such a shipment shall be at the rate of \$75.00 per hour or fraction thereof, per man and shall apply in addition to charges assessed in paragraph F (1) above.
  - (3) Excess materials not able to be retained as part of the original shipment as a result of federal, state or local weight restrictions, shall be transported at a flat rate of \$1.65 per mile with a minimum charge of \$750.00.

**1990. WEIGHT VERIFICATION**

CARRIER will verify the weight of any shipment upon request by the PURCHASER OF CARRIER'S SERVICES. Such verification will only be made while in the custody of the CARRIER. A charge per shipment or per vehicle as listed in the applicable Addendum will be made for furnishing such verification. This charge is to be paid by the party requesting the service.

**2000. YARD STORAGE**

Charge is per shipment per day loaded trailer storage as listed in the applicable Addendum. Trailer detention and positioning may apply.

**2010. SPECIAL CONDITIONS FOR THIRD PARTY LOGISTICS PROVIDERS**

The additional provisions contained in this item govern CARRIER's business relationships with 3PLs (Third-Party Logistics Providers) in connection with generic pricing programs published for those companies. These terms are intended to be in addition to the above terms, except where inconsistent with the below – in which case the below will govern. A 'generic pricing program' as contrasted to a 'ULSIIent-specific pricing program' is one established for a 3PL for general application to a broad range of possible shippers and commodities unknown to CARRIER prior to tender of freight. For such

cases this Contract item contains the terms, conditions and requirements applicable to such shippers, consignees, shipments and commodities.

- A. **INDEMNIFICATION FOR FREIGHT CLAIMS:** 3PL agrees to indemnify, defend and hold CARRIER harmless from and against all freight loss or damage claims arising out of services arranged for by 3PL for which liability exceeds limitations stated in either the National Motor Freight Classification and/or this Contract and/or for which packaging requirements are not met.
- B. **PAYMENT FOR TRANSPORTATION:** In the event 3PL invoices shippers for transportation services and in turn receives payment for transportation services, 3PL shall pay CARRIER as follows:
  - 1. **Payments:** 3PL assures that all payments due to CARRIER providing transportation shall be paid not later than THIRTY (30) days following receipt of CARRIER's invoice.
  - 2. **Covenant of Trust:** 3PL covenants and represents that 3PL shall segregate and maintain all amounts due CARRIER for transportation purchased from CARRIER by sequestering those funds immediately as the funds of CARRIER and such funds shall be the funds of the CARRIER and not of the 3PL and shall be treated in a manner similar to the interline trust fund doctrine.

## **PART 2**

# International Air and Domestic Air/Ground Freight Forwarding Terms and Conditions

## **SCOPE AND APPLICATION OF PART 2**

### **INTERNATIONAL AIR AND DOMESTIC AIR/GROUND FREIGHT FORWARDING TERMS AND CONDITIONS**

Part 2 of the Terms and Conditions contain Universal's terms and conditions governing the transportation of, or facilitating the transportation of, articles moving via air and ground services between points in the United States and points throughout the world. This includes, air freight forwarding, customs brokerage and related warehousing functions. The services set forth in this Part will primarily be performed by Universal Logistics Solutions International, Inc. However, some services in this Part may be performed by other Universal entities collectively referred to in this Part as ("ULSII"), which is an Indirect Air Carrier compliant with TSA rules and regulations. The TSA recognizes Universal Logistics Solutions International, Inc. as an approved indirect air carrier under IAC GL 9911001.

#### **EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS, AND SYMBOL**

1. ULSII means UNIVERSAL LOGISTICS SOLUTIONS INTERNATIONAL, INC. or other Universal entities performing services set forth in this Part.
2. All abbreviations for states within the United States of America are the USA Postal Service designated two letter codes for use with all zip codes.
3. All abbreviations for Canadian Provinces are the Canadian Postal Service designated two letter codes for use with postal mailing codes.
4. USA means United States of America.
5. lb. (s) means pound(s).
6. kg. (s) means kilogram(s).
7. no. (s) means number(s).
8. cu. means cubic.
9. in. means inch(es).
10. ft. means foot/feet.
11. mm. means millimeter
12. f. means Fahrenheit
13. C.O.D. means Collect On Delivery.
14. F.C.C.O.D. means Freight Charges Collect On Delivery.
15. cy. means currency.
16. DOT means Department of Transportation
17. etc. means and so forth.
18. FAA means Federal Aviation Administration
19. FAR means Federal Aviation Regulations
20. IATA means International Air Transport Association
21. i.e. means that is
22. a.k.a. means also known as.
23. NVD means no value declared
24. % denotes percentage.
25. \$ denotes United States of America dollars (USD).
26. / denotes and/or.
27. & denotes and.
28. (X) denotes cancellation.
29. TSA means Transportation Security Administration.

#### **DEFINITIONS**

1. Advance arrangements, see special arrangements.
2. Airbill, which is equivalent to the term air consignment note, means the document entitled "airbill", "air waybill/consignment note", or "non-negotiable bill of lading" made out by or on behalf of the shipper which evidences the contract between the shipper and ULSII for carriage of the shipment.
3. Area No. 1 comprises all of the North and South American Continent and the adjacent islands, Greenland, Bermuda, the West Indies and the islands of the Caribbean Sea, the Hawaiian Islands (including Midway and Palmyra).
4. Area No. 2 comprises all of Europe (including the European part of the Russian Federation) and the adjacent islands, Iceland, the Azores, all of Africa and the adjacent islands, Ascension Island, that part of Asia lying west of and including Iran (Islamic Rep. of).

5. Area No. 3 comprises all of Asia and the adjacent islands, except that portion included in Area 2, all of the East Indies, Australia, New Zealand, and the adjacent islands, the islands of the Pacific Ocean, except those included in Area 1.
6. Carriage, which is equivalent to transportation, means carriage of shipments by air.
7. Charges Collect, means the charges entered on the air waybill for collection from consignee.
8. C.O.D. (Collect on Delivery) means an arrangement between the shipper and ULSII, whereby the latter, upon delivery of the shipment, is to collect from the consignee the amount indicated on the airbill as payable to the shipper.
9. Consignee means the person whose name appears on the airbill as the party to whom the shipment is consigned.
10. Consignor, which is equivalent to the term shipper, means the person whose name appears on the airbill as the party contracting with the ULSII for carriage of the shipment.
11. Contiguous United States means the 48 contiguous states and the District of Columbia.
12. Customs Consignee, which is equivalent to the term customs clearance agent, means customs broker or other agent of the consignee designated to perform customs clearance services for the consignee.
13. Days means full calendar days, including Sundays and holidays; provided, that for purposes of notification, the balance of the day upon which notice is dispatched shall not be counted.
14. Domestic means points within United States and Puerto Rico.
15. FAK means Freight All Kinds (excluding hazardous materials). An open classification to all commodities listed as acceptable by this tariff and which are being shipped to certain designated points.
16. International means to/from points in the USA and points throughout the world (except points in Item 14).
17. Legal holiday means any national, state or locally recognized holiday.
18. Next business day will mean shipments tendered to ULSII on Monday through Thursday between 8:00 a.m. and 5:00 p.m. the next business day is the following day, except on holidays which will be the next business day following the holiday. For shipments received on Friday between 8:00 a.m. and 5:00 p.m. the next business day is Monday. For shipments received on Saturday or Sunday the next business day is the following Tuesday. For shipments received on holidays the second business day following the holiday will be considered as the next business day
19. Shipment means one or more pieces accepted by ULSII from one shipper at one time and at one address, receipted for in one lot and moving on one airbill to one consignee at one destination address.
20. Shipper means the person or entity contracting with ULSII for carriage of the shipment.
21. Special Arrangements or Advance Arrangements means that the shipper is required to first contact ULSII prior to tender of the shipment.
22. "USA", "United States of America" or "The United States" means, unless otherwise specified, the area comprising the 48 contiguous, federated states; the Federal District of Columbia; Alaska; The Hawaiian Islands.
23. Weight rating, per pound domestic and per kilogram international.
24. Volume rating, 194 cubic inches per pound domestic, 166 cubic inches per pound international, and integrated carriers 139 cubic inches per pound.

#### **DEFINITION OF DOMESTIC SERVICES**

1. When pick up is executed Monday through Friday between 8:00 a.m. and 5:00 p.m. the following will apply:
  - A. Next Day by Noon will be delivered by 12:00 noon the next business day.
  - B. Next Day by 5:00 p.m. will be delivered by 5:00 p.m. the next business day.
  - C. 2<sup>nd</sup> Day by 5:00 p.m. will be delivered by 5:00 p.m. the 2<sup>nd</sup> business day.
  - D. 3 to 5 Day will be delivered between three and five business days at ULSII's discretion.
2. Additional services requested will apply as follows:
  - A. Next Flight Out will be picked up upon request and moved via the next available commercial or cargo flight that can accommodate the shipment. Shipment will be delivered as soon as shipment is released from the carrier and when the consignee can take delivery.
  - B. Air Charter will be setup upon request. ULSII will select aircraft type based on shipment size, shipment weight, origin, destination, and aircraft available at the time movement is required. Peripheral services associated with air charter movement will be accomplished in an expedited manner. Peripheral services include but are not limited to: shipment information verification, pick up, drop at origin airport, ground services, aircraft loading, departure confirmation, arrival confirmation, aircraft unloading, recover from destination airport, delivery, and proof of delivery.



- C. Exclusive Use Truck will be picked up upon request and delivered upon arrival when the consignee can take delivery.
  - D. When 2<sup>nd</sup> Day by Noon service is requested the Next Day by 5 p.m. rate will apply.
  - E. When 3<sup>rd</sup> Day service is requested the 2<sup>nd</sup> Day by 5:00 p.m. rate will apply.
  - F. When 4<sup>th</sup> Day service is requested the 3 to 5 Day rate will apply.
  - G. When a service level is not selected on the ULSII airbill Next Day by 5:00 p.m. service will apply.
3. When pick up is requested at a specific time between 8:00 a.m. and 5:00 p.m. Monday through Friday the rate for the service level selected will apply plus special pick up.
  4. When delivery is requested at a specific time between 8:00 a.m. and 5:00 p.m. Monday through Friday the next higher service rate will apply. Example: For delivery requested by 10:00 a.m. the next day the Next Flight Out rate will apply. Example 2: For delivery requested by 2:00 p.m. the next day the Next Day by Noon rate will apply.
  5. When pick up is after 5:00 p.m. Monday through Friday the next higher service rate will apply plus special pick up. Examples as follows:
    - A. Next Day by Noon will be rated at the Next Flight Out rate.
    - B. Next Day by 5:00 p.m. will be rated at the Next Day by Noon rate plus special pick up.
    - C. Second Day will be rated at the Next Day by 5:00 p.m. rate plus special pick up.
    - D. 3 to 5 Day will be rated at the 3 to 5 Day rate plus special pick up.
  6. When pick up is requested on Friday for delivery on Saturday or Sunday the Next Flight Out rates will apply plus the applicable Saturday/Sunday delivery surcharge.
  7. When pick up is executed between 8:00 a.m. and 5:00 p.m., Monday through Friday, and delivery is requested before 8:00 a.m., the following rates will apply:
    - A. Next day will be rated at the Next Flight Out rate.
    - B. 2<sup>nd</sup> day will be rated at the Next Day by 5:00 p.m. rate plus special delivery.
    - C. 3 to 5 Day will be rated at the 3 to 5 Day rate plus special delivery.
  8. When pick up is requested on Saturday or Sunday the next business day will be Tuesday. When pick up is requested on a holiday the second business day following the holiday will be considered as the next business day. Delivery under these circumstances prior to the next business day will be rated at Next Flight Out rates. In all cases Saturday/Sunday/Holiday surcharge will apply.
  9. Any and all other service conditions that may arise shall be routed and rated at the discretion of ULSII who will determine the rate thereof.

### **3000. TRANSPORTATION SECURITY ADMINISTRATION (TSA) REQUIREMENTS**

The TSA recognizes ULSII as an approved indirect air carrier under IAC GL 9911001. As such ULSII will abide by all TSA regulations.

### **3100. INSPECTION OF SHIPMENTS**

All shipments are subject to manual inspection, as deemed necessary and without prior notice, by ULSII, the TSA, the DOT, or any other authorized government agency. Customers are not required to be present during the manual inspection, and may not have access to any shipment during or after inspections have occurred. It will be imperative that the commodity indicated on the airbill match the contents of the shipment. If they do not match, per the TSA security directive, ULSII will not transport the shipment. In this event the shipper will be contacted to determine the disposition of the shipment.

### **3110. PACKING AND MARKING REQUIREMENTS**

1. Shipments must be prepared or packed to insure safe transportation with ordinary care in handling.
2. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
3. Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as high or low temperature, high or low atmospheric pressure or sudden changes in either, must be adequately protected by proper packing and any other necessary measures.
4. Each piece must be legibly and durably marked with the name and address of the shipper and consignee.
5. Pieces with a floor bearing weight in excess of 100 pounds per square foot must be provided with skid or base which will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base must be furnished by the shipper and included in the gross weight of the piece.
6. Each piece of "C.O.D." shipment must be plainly marked to show that the shipment is "C.O.D." The markings must also show the number of pieces in the shipment.

7. Shipments with a declared value for carriage of \$100.00 per pound or higher must be packed in outside containers with measurements of 1728 cubic inches (one cubic foot) or more.

**3120. DESCRIPTION OF SHIPMENTS**

1. The contents of all shipments must be indicated by accurate description by the shipper on the airbill, bill of lading, or letter of instruction.
2. The number of pieces included in a shipment must be specified on the airbill, bill of lading, or letter of instruction.

**3130. SHIPMENTS ACCEPTABLE**

Shipments are acceptable for transportation only when the rules and regulations shown in this Part and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper and/or consignee.

**3140. SHIPMENTS ACCEPTABLE ONLY WITH PRIOR APPROVAL**

ULSII will transport the following commodities listed upon approval from the ULSII Corporate Office. Responsibility for the non-observance of the conditions relating to shipments containing these commodities rests upon the shipper and consignee of the shipment who will be liable to the forwarder for any loss, damage, liability, or penalties it may incur because of carriage of any such shipment. ULSII reserves the right to refuse any shipment without prejudice

1. Alcoholic beverages not shipped from a licensed dealer or distributor to another licensed dealer or distributor and will only be accepted on an airport to airport basis.
2. Antiques.
3. Corpses, Cremated or Disinterred Remains.
4. Firearms not shipped from or consigned to a licensed manufacturer, licensed importer, licensed dealer, or licensed collector who is not prohibited from such shipments by federal, state or local regulations. Shipper is responsible to comply with all applicable government regulations, laws, etc., including regulatory compliance by the consignee.
5. Fresh fruits, vegetables or perishable foods, nursery stock or plants.
6. Industrial and synthetic diamonds.
7. Musical instruments.
8. Original items of which no copy exists such as, but not limited to, original manuscripts, drawings, computer software, models, etc.
9. Personal effects, namely: used clothing or articles in trunks, suitcases, or other containers described as personal effects, upon inspections.
10. Adult oriented material, hard core and soft core including, but not limited to books magazines, films, videos, and computer software.
11. Shipments consigned "To Order Of" or "To Order - Notify", or shipments moving collect.
12. Shipments consigned to USA or Canadian post office boxes, or other post office boxes.
13. Shipments improperly packed or packaged.
14. Shipments not accompanied by proper documentation and the necessary information as required by convention or statute.
15. Used furniture and/or household goods.
16. Used computer and/or electronic equipment (purchase of additional insurance not allowed).
17. Pharmaceuticals.

**3150. SHIPMENTS NOT ACCEPTABLE**

ULSII will not transport the following commodities at any time. Responsibility for the non-observance of the conditions relating to shipments containing these commodities rests upon the shipper and consignee of the shipment who will be liable to the forwarder for any loss, damage, liability, or penalties it may incur because of carriage of any such shipment. ULSII reserves the right to refuse any shipment without prejudice.

The following shipments will not be accepted under any circumstances:

1. Archeological Items.
2. Artwork, original paintings, drawings, etching, water colors and sculptures.
3. Class A and class B explosives.
4. Coins, coin collections, tokens, medals, and similar objects.
5. Furs, fur clothing and fur trimmed clothing.

6. Jewelry (other than costume), gem stones (cut or uncut), precious and semi-precious stones (cut or uncut).
7. Live animals.
8. Money, currency, bonds, bills of exchange, deeds, promissory notes, negotiable securities, stock certificates, evidences of debt, travelers checks, and credit cards (with names imprinted).
9. Precious metals including, but not limited to, gold, silver, platinum, bronze, copper, gallium, palladium, dore bullion, gold or silver in the form of bullion or dust cyanides, dust sulfides, or concentrates.
10. Shipments not expressly covered by these rules, or which would be likely to cause damage to other shipments, equipment, crew or passengers, or the carriage of which is prohibited by law.
11. Shipments of an inherent nature or defect which indicate to ULSII that such transportation could not be furnished by ULSII without loss of or damage to the shipment.
12. Shipments requiring special care or attention between origin and destination, without advance arrangement.
13. Shipments which require that ULSII obtain a Federal, State or local license for their transportation will not be accepted when ULSII has elected not to comply with such license requirements.
14. Stamps, postage, trading or revenue, and stamp collections.
15. Watches, watch cases, clocks or chronographs.

**3160. ROUTING AND RE-ROUTING**

1. ULSII, in the absence of specific routing instructions by the shipper on the airbill, exercising due diligence in order to protect all shipments accepted for transportation, reserves the right to determine the routing of all shipments, i.e., the carrier and mode utilized.
2. The shipper, when requesting specific routing instructions on the airbill, i.e., the carrier and mode utilized, shall be responsible for all additional charges incurred as a result of the requested routing.
3. When the requested routing cannot be performed, ULSII will route the best method possible and notify the shipper.

**3170. NOTICE AND DISPOSITION OF PROPERTY**

1. ULSII will promptly notify the consignee of the arrival of the shipment, except when delivery service is to be provided by ULSII.
2. If, at the expiration of the free storage time provided, a shipment containing non-perishable property is unclaimed or delivery cannot be effected, ULSII will so notify the shipper and consignee, by mail, at the addresses shown on the Airbill or letter of instruction. Upon written instructions from the shipper, ULSII will return the shipment to the shipper, forward or reconsign it, or otherwise dispose of it, all at the shipper's expense. If no such instructions are received within thirty (30) days after the date of mailing such notice, ULSII will dispose of the shipment at public or private sale.
3. If a shipper or consignee desires notification by collect telephone call or telegram when a shipment containing perishable property is delayed in the possession of ULSII, threatened with deterioration, unclaimed, or delivery cannot be effected, authorization and instructions for such notification, including the name, telephone number and/or address of the party to be notified, shall be given on the Airbill or letter of instruction. If such authorization and instructions are not given, or if, after reasonable attempt to comply therewith, ULSII does not promptly receive further instructions concerning the disposition of the shipment ULSII will take such steps as due diligence requires for the protection of all parties in interest, including rerouting the shipment by other means of transportation, or disposal of the shipment, at public or private sale, without further notice to the shipper or consignee.
4. No sale or disposal pursuant to this provision shall discharge any liability or lien to any greater extent than the proceeds thereof, less selling expenses if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency.
5. Exercise of Right of Disposition on International Shipment:  
Every exercise of the right of disposition must be made by the shipper and must be applicable to the whole shipment under a single air waybill. The right of disposition over the shipment may only be exercised if the shipper produces the copy of the air waybill which was delivered to them. Instructions as to disposition must be given in writing to forwarder. In the event that the exercise of the right of disposition results in a change of consignee, such new consignee shall be the consignee appearing on the air waybill.
  - A. Shipper's Option:

Subject to their liability to carry out all their obligations under the contract of carriage, the shipper may dispose of the shipment by:

- (1) Withdrawing it at the airport of departure or of destination;
  - (2) Stopping it in the course of the journey on any landing;
  - (3) Calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air waybill; or
  - (4) Requiring it to be returned to the airport of departure.
- B. Payment of Expense:
- (1) The shipper shall be liable to ULSII for all expenses incurred by forwarder as a result of the exercise of its right of disposition.
  - (2) Forwarder's inability to Comply:
  - (3) If it is not practical to carry out the order of the shipper, ULSII shall so inform it promptly. The cost of so doing attaches to the shipment.
- C. Extent of Shipper's Right:
- The shipper's right of disposition shall cease at the moment when, after arrival of the shipment at the destination, the consignee takes possession of the shipment or airbill or otherwise shows its acceptance of the shipment. Nevertheless, if the consignee deULSIInes to accept the airbill or the shipment, or if it cannot be communicated with, such right of disposition shall continue to vest in the shipper.

### **3180. INTERNATIONAL DELIVERY**

1. Delivery to Consignee:
  - A. Except as specifically provided in the airbill, delivery will be made only to the consignee named on the face of the airbill. Delivery to the consignee shall be affected when the shipment has been delivered to customs or other government authorities as required by applicable law or customs regulations and ULSII has delivered to the consignee any authorization from ULSII required to enable the consignee to obtain release of the shipment and has forwarded the notice of arrival referred to in paragraph 2 of this rule.
  - B. Delivery of the shipment shall be made by ULSII only upon written receipt of the consignee and upon compliance with all other applicable terms and conditions of this tariff.
2. Notice of Arrival:

Notice of arrival of the shipment will, in the absence of other instructions, be sent to the consignee or the person to be notified. Forwarder is not liable for non-receipt or delay in receipt of such notice.
3. Place of Delivery:

The consignee must accept delivery of and collect the shipment at the airport of destination.

### **3190. SHIPMENTS IN TRANSIT**

1. Compliance with Government Requirements:
  - A. The shipper shall comply with all applicable laws, customs and other government regulations of any country to, from, through, or over which the shipment may be carried, including those relating to packing, carriage or delivery of the shipment, and shall furnish such information and shall attach necessary to comply with such laws and documents to the air waybill as may be necessary to comply with such laws and regulations. ULSII shall not be liable to the shipper for loss or expense due to shipper's failure to comply with this provision.
  - B. No liability shall attach to ULSII if ULSII, in good faith, determines that what it understands to be the applicable law, government regulation, demand, order or requirement required that it refuse and it does refuse to carry a shipment.
2. Certain Rights of ULSII over Shipment in Transit:

If it is necessary to hold the shipment at any place for any purpose, either before, during, or after transit, ULSII will, upon giving notice thereof to the shipper or consignee at the address stated in the airbill, store the shipment for the account and at the expense of the shipper and consignee of the shipment, or any one of them, in any warehouse or other available place, or with the customs authorities. The shipper and consignee of the shipment shall be jointly and severally liable to ULSII for any expenses so incurred.

### **3200. SHIPMENTS SUBJECT TO DELAY**

The following conditions may delay delivery of the shipment to the consignee:

1. If the dimensions and/or cubic weight displacement of the shipment are too large for the available aircraft.
2. Oversized freight as defined in Rule No. 3400.

3. Shipments that do not enter the ULSII system in time to meet the critical departure times of aircraft, or critical processing.
4. Improperly packaged shipments that have to be repackaged by ULSII or turned back to the shipper for repackaging.
5. Acts of God, force majeure, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of the law, quarantine, riots, strikes, civil commotion, or hazards incident to a state of war.
6. Dangerous Goods as defined in Rule No. 3370.
7. Shipments suspected of being in violation of FAR Part 109.3. ULSII reserves the right to detain these shipments and notify the proper authorities when necessary. If the shipment is determined to be in compliance with FAR 109.3 it will be forwarded as requested on the airbill, bill of lading, or letter of instruction. If the shipment is determined not to be in compliance with FAR Part 109.3 it will be returned to the shipper at the shipper's expense.
8. The transportation charges shall be assessed as if the shipment moved from origin to destination according to the service level requested.

### **3210. STORAGE**

1. Shipments may be held by ULSII without charge for three (3) calendar days (excluding Saturdays, Sundays, and Legal holidays) computed from the first 8:00 a.m. following notification to the consignee of the arrival of the shipment.

#### **EXCEPTION:**

Storage charges will not be assessed on domestic shipment lacking proper documentation when advance arrangements have been made with ULSII by the shipper or the shipper's agent.

2. After the expiration of such free time ULSII will continue to hold such shipments for the shipper and consignee, subject to the charges as listed in the applicable Addendum. If such continued holding is not practicable, ULSII will place the shipment in a public warehouse, at the expense of the shipper and consignee, subject to a lien for all transportation, storage, delivery, warehousing, and other charges, including handling charges as listed in the applicable Addendum.
3. When the shipment is held by ULSII after the expiration date of such free time, ULSII liability shall be reduced to that of a warehouseman, and when the shipment is placed in public warehouse, ULSII's liability for the shipment will terminate.
4. Shipments will be held for a period of time not to exceed thirty (30) calendar days from the first 8:00 a.m. following the receipt of the shipment. At the expiration of thirty (30) calendar days, ULSII will return the shipment or part of the shipment, to the shipper at the shipper's expense subject to a lien for all charges applicable to the shipment or part thereof.
5. The provisions of ULSII lien shall apply to all shipments which are stored pursuant to this Rule.  
Calendar week means a period of seven (7) successive calendar days, including Saturdays, Sundays, and Legal Holidays.

### **3220. AIRBILL/SHIPPING DOCUMENTS**

1. The shipper shall have the duty to prepare and present a nonnegotiable ULSII Airbill, nonnegotiable bill of lading, or letter of instruction with each shipment tendered for transportation. If the shipper shall fail to present such document to ULSII at the time of tendering the shipment, ULSII will accept such shipment if accompanied by a nonnegotiable shipment document. No Airbill or other shipping document issued or accepted by ULSII shall be negotiable. Each such shipment, irrespective of the form of shipping document accepted by ULSII in connection therewith, shall be subject to the rules, regulations, rates, and charges set forth by ULSII in effect on the date of acceptance of such shipment by ULSII.
2. The Airbill shall be binding upon the shipper, the consignee and ULSII.
3. No employee, agent or representative of ULSII is authorized or empowered to vary or modify any terms or conditions of the airbill or these rules and regulations.
4. The shipper and the consignee shall be liable, jointly and severally, (a) for all unpaid charges on account of a shipment pursuant to this Contract, and (b) to pay or indemnify ULSII for all claims, fines, penalties, damages, costs or other sums which may be incurred by ULSII by reason of any violation of this Contract or any other default of the shipper or consignee or their agents. In the event of nonpayment of collect freight charges, ULSII reserves the right to reverse the freight charges to the account of the seller/shipper/consignor.

5. ULSII shall have a lien on the shipment for all sums due and payable to ULSII.
6. The shipper is responsible for the correctness and completeness of the particulars and statements which it inserts in the airbill, bill of lading, or letter of instruction, or which forwarder inserts on its behalf. The shipper shall be liable for all damages suffered by forwarder by reason of irregularity, incorrectness or incompleteness of said particulars or statements, whether the airbill was made out by or on behalf of the shipper or completed by forwarder on behalf of the shipper.
7. Alterations: Airbills, the writing on which has been altered or erased, will not be accepted by the forwarder.

### **3230. TARIFF AGREEMENTS**

1. Tariff agreements issued by ULSII to a customer will be effective for one year unless otherwise stated in the tariff. ULSII reserves the right to extend this period without notice to the customer for as long as it is beneficial to ULSII and the customer. Revisions will be made in writing and agreed to by ULSII and the customer.
2. Tariffs may be canceled by either party with fifteen days written notice to the other party. ULSII reserves the right to cancel a tariff without notice due to nonpayment of charges.
3. Upon cancellation of any tariff and/or when no other rate agreement exists, rates and charges will be applied according to applicable ULSII rates and charges contained within this tariff.

### **3240. CHARGES PREPAID, COLLECT OF FCCOD**

1. Shipments will be accepted with the charges to be prepaid by the shipper, or to be collected from the consignee, or as third party shipments when the shipper guarantees, in writing, the payment of the charges. When a guarantee is not given by the shipper, no delivery will be made until the transportation charges have been collected.
2. Shipments not marked prepaid, collect, or third party by the shipper, shall be F.C.C.O.D. (Freight Charges Collect On Delivery).
3. International shipments consisting of the following will only be accepted on a prepaid basis:
  - A. Shipments addressed to persons restrained of their liberty.
  - B. Shipments addressed to the USA government agencies or political parties, unless shipped on USA government bill of lading
  - C. Shipments not equal in commercial value to charges thereof.
  - D. Shipments destined to exhibition grounds, parks, fairs, hotels or where admission is charged for entrance.
  - E. Shipments addressed to consignee at a transient address.
  - F. Perishables (unless payment of all charges is guaranteed by consignor).

### **3250. PAYMENT OF CHARGES**

1. Except as noted, rates and charges published by ULSII are stated in USA currency and are payable in lawful money of the USA.
2. All charges applicable to a shipment are payable in cash at the time of acceptance thereof by ULSII in the case of a prepaid shipment (i.e. a shipment on which the charges are to be paid by the shipper) or at the time of delivery thereof by ULSII in case of a collect shipment (i.e. a shipment on which the charges are to be paid by the consignee).

#### **EXCEPTION:**

Upon request of the shipper or consignee and upon proof of credit standing acceptable to ULSII, credit will be extended for a period of thirty (30) calendar days. Credit will not be extended on collect international shipments.

3. When the payer of the freight charges fails to make payment in 30 days, the following can be assessed on each unpaid freight bill, in addition to all other lawful freight and accessorial charges as provided in these Rules and Regulations.
  - a. Interest of 25% per annum (compounded annually) on the unpaid balance, minimum charge \$100.00, or the maximum amount allowed by applicable law, whichever is less, plus the reimbursement for all collection and legal costs, including reasonable attorney fees.
  - b. And a late fee of 25% of the principal amount due.
4. ULSII reserves the right to terminate credit without notice.
5. On any charges where approval has been requested in writing for lawfully valid charges and the shipper or consignee has failed to respond, after three attempts without response, the charges will

be considered approved and ULSII will invoice and collect payment on said charges in the same manner as if they charges had been approved in writing.

**3270. BANKING**

ULSII is not a recognized financial institution with respect to letters of credit/sight draft/time draft processing. As a forwarding agent ULSII agrees only to assist in obtaining payment on behalf of the shipper/beneficiary through the normal banking channels. ULSII does not, however, agree to take on liability for payment in full or part relative to any drafts drawn or processed on behalf of the shipper, consignee, or beneficiary.

**3270. COLLECT ON DELIVERY (COD) SHIPMENTS**

1. Collect on Delivery (C.O.D.) service will be provided by ULSII on domestic shipments, subject to the following conditions:
  - A. The amount of the C.O.D. to be collected from the consignee must be entered on the Airbill by the shipper in the space provided.
  - B. The letters "C.O.D." must be legibly and durably marked on each piece of the C.O.D. shipment by the shipper.
  - C. In the absence of a declaration of value by the shipper on a C.O.D. shipment the C.O.D. amount will be considered to be the shipper's declared value for carriage.
  - D. The full amount of the C.O.D. is payable by certified check, bank check, or money order, payable to the shipper, except when the shipper, in writing or by endorsement on the Airbill, authorizes ULSII to accept the consignee's company check made payable to the shipper on C.O.D. shipments. ULSII's sole responsibility shall be to secure the funds and to exercise due care and diligence in forwarding them to the shipper. ULSII's charge for collecting and remitting the amount of the C.O.D. and collect transportation charges must not be included in the funds made payable to the shipper.
  - E. No privilege of examination or trial will be given prior to collection of the C.O.D. No partial collection on the amount of the C.O.D. will be made. No delivery or partial delivery of a C.O.D. will be made unless the full amount of the C.O.D. and the collect transportation charges has been collected.
  - F. The disposition of refused or unclaimed C.O.D. shipments may be arranged for by the shipper in the following manner:
    - (1) By instructions placed on the Airbill at the time of shipment,
    - (2) By written order to ULSII at origin, which will transmit such instructions to destination at the expense of the shipper.
  - G. C.O.D. shipments refused or unclaimed by the consignee will be held subject to storage. If written disposal instructions as prescribed in Paragraph F are not received within thirty (30) days after notice has been given to the shipper, such shipments will be returned to the shipper who will be held responsible for the freight charges of the original shipment and the return shipment. ULSII may, at its discretion, collect all freight charges upon delivery (F.C.C.O.D.) upon return of the shipment.
  - H. For collecting and remitting the amount of the C.O.D., a charge will be assessed as listed in the applicable Addendum.
  - I. The C.O.D. amount will be mailed to the shipper by ULSII within ten (10) days after collection from the consignee.
    - A. ULSII will not provide C.O.D. service on the following types of shipments:
      1. Shipments on which the amount to be collected on delivery exceeds \$50,000.00.
      2. International shipments, unless written acceptance of the C.O.D. is received by ULSII from the consignee via our agent prior to export from the U.S.
  - J. C.O.D can be canceled only by the shipper, who will provide the approval to cancel the C.O.D. in writing.

**3280. LIABILITY OF CARRIER**

1. In consideration of ULSII's rate for transportation of a shipment, which rate, in part, is dependent upon the value of the shipment, the shipper and all other parties having an interest in the shipment agree that unless a higher declared value (see Rule #3290) is written on the airbill, bill of lading, or letter of instruction at time of tender to ULSII, that the limit of ULSII's liability is the actual amount of loss or damage or the following amounts, whichever is less:
  - A. Domestic USA Air and Ground shipments: \$.50 per pound or \$50.00 whichever is less, not to exceed the actual shipment value, or
  - B. International air shipments: 19 Special Drawing Rights ("SDR") per kilogram of that part of the cargo adversely affected thereby, unless at the time of shipment the Shipper makes a declaration of value in writing to ULSII in accordance with Rule 3290 and pays the appropriate valuation charge,

- which ULSII will provide in writing. ULSIIs' liability shall not exceed such higher declared value. Current change rates may be found online at the homepage of the International Monetary Fund (<http://www.imf.org>). Declared value is subject to maximum allowable limits and applicable local law restrictions. For shipments with an origin or destination outside the United States, Canada, Mexico, or Puerto Rico, Higher valuation is available (see Item 3290 below). If the Shipper does not receive a valuation charge from ULSII prior to shipping the freight, the Shipper agrees that ULSII has accepted the shipment according to a limitation of liability equal to 19 SDR's per kilogram.
- C. The amount of ULSII's transportation charges applicable only to that part of the shipment lost or damaged.
  - D. In no event shall ULSII be liable for special, incidental, or consequential damages, including but not limited to loss of profits or income whether or not ULSII had knowledge that such damages might be incurred.
  - E. All limitations of liability shall be calculated using actual weight of the shipment. ULSII's liability shall at no time exceed the actual value of the goods lost or damaged, and it is the Shipper's responsibility to prove actual damages. The limitations of liability contained in these Terms apply to all services, and limit ULSII's liability for damages, including, but not limited to, damages arising from or related to loss of, or damage to cargo, misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow Shipper or consignee instructions, or failure to collect or properly deliver a payment instrument), non-delivery, or missed pickup.
  - F. No employee, agent, subcontractor, or representative of ULSII, other than an officer of ULSII may waive or alter any of the limitations set forth in these Terms and any such waiver or alteration shall be in writing and signed by an officer of ULSII.
  - G. ULSII's liability for claims not arising from cargo loss, delay or damage during periods of ULSII carriage or Bailee liability -- including, but not limited to, any liabilities for importation/exportation clearance services/filings, and all other non-carrier services such as brokering, packing, loading and consolidation, and always including any liability for any fine or penalty -- shall be limited to the lesser of the amount shown in the applicable Addendum per entry, shipment, transaction, occurrence or the fees paid for the affected entry, clearance, shipment, or transaction.

**3290. DECLARED VALUE FOR CARRIAGE OR INSURANCE**

- 1. Declared Value; Declared Value Charges
  - A. The Shipper acknowledges that it has been given the opportunity to declare a value in excess of the applicable liability limits where permitted by applicable law. When a declaration of value for carriage is made, the value per pound or per kilogram for calculating declared value liability shall be determined by dividing the Shipper's declared value for carriage by the actual weight of the shipment. Liability shall in no event exceed the lesser of the declared value of the shipment or the actual amount of loss or damage to that part of the shipment adversely affected. For shipments with an origin or destination outside the United States, Canada, Mexico, or Puerto Rico, Cargo Insurance is available.
  - B. When the declared value exceeds the greater of the amounts shown in the applicable Addendum, an additional amount will be charged for each \$100 (or fraction thereof) of additional declared value as follows: (i) For shipments transported between and within the U.S., Canada, Mexico and Puerto Rico, charges are as listed in the applicable Addendum.
- 2. Notwithstanding the above liability limitations, shipments containing the following commodities are subject to the following maximum declared values, and ULSII's liability (or the insurer's liability if Cargo Insurance applies) shall not exceed such maximum declared values:
  - A. ULSII shall have no liability for loss or damage of commodities deemed "unacceptable for transportation".
  - B. The maximum declared value for any shipment containing glass is \$50.00, and ULSII's liability for damage to shipments containing glass shall be limited to \$50.00. Shipments containing glass with a declared value exceeding \$50.00 will not be accepted. Shipments containing glass include but are not limited to windshields, plate glass, ceramics, chinaware, light bulbs, televisions, monitors, glass, and glassware.
  - C. Shipments of any used commodity will be released at a value not to exceed ten (10) cents per pound per package. Used commodities are any commodities with prior use, including but not limited to restored, refurbished and remanufactured commodities as well as factory warranty returns. Also included are any commodities that have been set-up and operated, including any commodity that has been used for the commodity's stated purpose or to demonstrate the performance or merits of a product to prospective buyers.



Also included are items not manufactured by the shipper; previously owned and shipping for re-use or as a result of resale. CARRIER'S liability, if any, for any loss or damage to such shipment, regardless of the cause of the loss or damage, shall not exceed this released value.

**3300. CLAIM PROCEDURES**

1. A. Domestic Shipments (see Definitions page, Item 14):
  - (1) Concealed damage discovered by the consignee after delivery and after a clear receipt has been given to ULSII, must be reported to ULSII in writing (letter, fax or e-mail is acceptable) within three (3) business days after delivery of the shipment, with privilege to ULSII to make inspection of the shipment, its container(s), and packing material.
  - (2) Non-delivery of goods must be reported to ULSII in writing within seven (7) days of the scheduled delivery date.
  - (3) Claims for which loss, damage or shortage is discovered by the consignee must be noted on the delivery receipt.
  - (4) Claims must be submitted to ULSII in writing within ninety (90) days of the event giving rise to the claim.
- B. International Shipments (see Definitions page, Item 16):
  - (1) Concealed damage discovered by the consignee after delivery and after a clear receipt has been given to ULSII, must be reported to ULSII in writing (letter, fax or e-mail is acceptable) within three (3) business days after delivery of the shipment, with privilege to ULSII, or its agent, to make inspection of the shipment, its container(s), and packing material.
  - (2) Non-delivery of goods must be reported to ULSII, or its agent, in writing within seven (7) days of the scheduled delivery date.
  - (3) Claims for which loss, damage or shortage is discovered by the consignee must be noted on the delivery receipt.
  - (4) Delay must be reported to ULSII, or its agent, in writing within 7 days from the date shipment is placed at the disposal of the person entitled to the delivery of the cargo.
  - (5) Claims must be submitted to ULSII in writing within ninety (90) days after the date of shipment.
2. No claim for loss or damage to a shipment will be settled until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.
3. When claims have been paid on shortages and the shortage is then recovered at a later date, ULSII will be entitled to a refund of the claim amount less any adjustment in transportation charges deemed by ULSII to be fair compensation for delay in delivery. ULSII will not be responsible for special, incidental, or consequential damages, including but not limited to loss of profits or income whether or not ULSII had knowledge that such damages were incurred
4. Overcharge claims must be made in writing to ULSII within 180 days after the date of shipment.

**3310. LIABILITIES NOT ASSUMED**

1. ULSII shall not be liable for any loss, damage, delay, misdelivery, or nondelivery or other result not caused by its own negligence.
2. Without limiting the generality of Paragraph 1, ULSII shall not be liable for any loss, damage, misdelivery, or other result caused by:
  - A. The act, default or omission of the consignee, shipper, or any other party claiming an interest in the shipment.
  - B. The nature of the shipment or defect or inherent vice therein.
  - C. Improper or insufficient packing, securing or addressing or any other violation of the terms contained herein.
  - D. Acts of God, force majeure, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of the law, quarantine, riots, strikes, civil commotion, or hazards incident to a state of war.
  - E. Acts of omissions of any person other than ULSII, including compliance with delivery instructions from the shipper or consignee.
  - F. ULSII shall not be liable in any event for any special, incidental or consequential damages arising from transportation including but not limited to loss of profits or income, whether or not ULSII had knowledge that such damages might be incurred.
  - G. ULSII shall not be liable for repacking or recouping at customers request.

**3320. LIMITATIONS OF ACTIONS**

1. All claims against ULSII for a potential, or actual, loss must be made in writing and received by ULSII within ninety (90) days of the event giving rise to claim; the failure to give ULSII timely notice shall be a complete defense to any suit or action commenced by Customer.
2. ULSII shall not be liable in any action brought to enforce a claim unless such action is brought within one (1) year after the date written notice is given to the claimant that ULSII has disallowed the claim in whole or in part.
3. ULSII is not liable to the shipper or any other person for any damage, delay or loss of whatsoever nature (referred to in this tariff collectively as “damage”) arising out of or in connection with the carriage of the shipment or other service performed by ULSII incidental thereto, unless such damage is proved to have been caused by negligence or willful fault of ULSII and there has been no contributory negligence of the shipper or consignee.
4. ULSII is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, orders or requirements, or from any cause beyond forwarder’s control.

**3330. APPLICATION OF CHARGES**

1. Except as otherwise provided in these regulations, transportation charges for a shipment will be assessed on the gross weight (including tare weight), of the shipment based on the greater of:
  - A. The actual weight, or
  - B. The cubic dimensional weight determined in accordance with Paragraph 5 of this rule.
2. Charges will be assessed at the rates in effect on the day of acceptance of the shipment by ULSII.
3. In computing charges, fractions of less than one-half cent will be omitted and fractions of one-half cent or more will be considered as one cent.
4. Fractions of pounds will be assessed at the charge for the next higher pound. Fractions less than one half kilo will be assessed as half kilo, fractions exceeding a half kilo will be charged to the next higher kilo.
5. Charges for domestic shipments with overall measurements exceeding 194 cubic inches per pound which includes all packaging and pallets, will be assessed on the basis of one pound for each 194 cubic inches or fraction thereof. Charges for international shipments with overall measurements exceeding 166 cubic inches per pound, or 366 cubic inches per kilo or 6000 cubic centimeters per kilo will be assessed on the basis of one pound per 166 cubic inches, one kilo per 366 cubic inches, one kilo per 6000 cubic centimeters, or fraction thereof. When freight is moved via integrated carrier, dimensional calculation will be 139 cubic inches per pound. Cubic measurements will be based on the product of the greatest length times the greatest width times greatest height of each piece of the shipment then all products will be totaled to obtain total cubic measurement of the shipment. Dimensional calculations will include the actual freight, all packaging, pallets and other items necessary to attach to the shipment for movement.
6. When two or more rates subject to different minimum quantities of weight are provided on the same commodity in the same shipment from and to all the same points, the lower of the following two charges shall be applied:
  - A. The charge computed on the quantity shipped at the rate applicable to such quantity, or
  - B. The charge computed on the next greater quantity, for which a lower rate is provided at the rate applicable to such greater quantity.
7. Airport to Airport:  
Unless otherwise provided in ULSII’s tariffs, international rates and charges apply from airport to airport.

**3340. CONVERSION-KILOGRAMS/POUNDS**

When necessary to convert pounds to kilograms, divide the pound figure by 2.2046. To convert kilograms to pounds, multiply the kilogram figure by 2.2046. Fractions of one half kilogram or less will be charged for as a half kilogram; fractions over a half kilogram will be charged for the next higher whole kilogram; fractions of a pound will be increased to the next higher pound.

**3350. ADVANCEMENT OF CHARGES**

1. Upon request, ULSII will advance the charges for transportation, cartage, storage, loading, unloading, special equipment, special labor, unpacking, packaging and processing NOT performed by ULSII, when sufficient guarantee is given by either shipper or consignee that such charges will be paid.
2. Charges for services provided by ULSII that are not otherwise listed within this tariff will have charges advanced.
3. For each advancement of charges performed by ULSII, a fee will be assessed as listed in the applicable Addendum.

**3360. PICKUP AND DELIVERY SERVICE**

Unless otherwise stated, this rule applies to shipment pickup and delivery within the U.S., Canada and Puerto Rico.

1. Pick up and/or delivery service will be provided during normal business hours (8:00 a.m. through 5:00 p.m.) Monday through Friday (excluding legal holidays).
2. Saturday, Sunday, and Holiday pickup and delivery service is available on request if advance arrangements are made with ULSII.
3. Pick up and/or delivery services will not be provided:
  - A. When, because of conditions beyond ULSII's control, it is impractical to operate vehicles, or
  - B. To and from any address not directly accessible to vehicles.
4. At buildings where ULSII's employees are not permitted access to floors above ground floor:
  - A. ULSII will pick up shipments only when tendered at the ground floor;
  - B. Shipments delivered to the person whose duty it is to receive property for the occupants of such buildings, will constitute delivery to the consignee.
5. Loading and unloading incidental to pick up and delivery service will ordinarily be performed by one person; pickup and delivery service will not be provided for pieces which cannot be handled by one person unless advance arrangements have been made, including where necessary, for the furnishing of additional persons and equipment by the shipper or consignee. Any additional cost incurred by ULSII will be advanced.
6. Charges will apply as follows:
  - A. When Door to Door rates apply to a shipment the pickup and delivery charges will be included in the Door to Door rate except as stated in Items C through J below.
  - B. When pick up and/or delivery is requested, or when pick up and/or delivery is requested in conjunction with for Airport to Airport, Airport to Door, and Door to Airport service, the charges will be as listed in the applicable Addendum.
  - C. Saturday, Sunday, and Holiday pickup and delivery charges are listed in Item I below.
  - D. Convention Center pickup and delivery service will be assessed a charge as listed in the applicable Addendum, plus any applicable waiting time charges as stated in Rule No. 3380.
  - E. Inside pickup and delivery service will be assessed a surcharge as listed in the applicable Addendum. This surcharge will apply when ULSII is requested to provide service beyond an appropriate shipping/receiving entrance.
  - F. Residential, Hotel, Military Installation, and College/University pickup and delivery service will be assessed a surcharge as listed in the applicable Addendum.
  - G. A shipment, which through no fault of ULSII, cannot be delivered on the first tender of delivery to the consignee, will be returned to ULSII's terminal and the consignee will be notified. Re-delivery will be made only upon request of the consignee. Re-delivery or tender of delivery will be accomplished under regular delivery service and for each redelivery or tender of delivery, the delivery charges in Item 6-B above will be assessed in addition to all other applicable charges.
  - H. In the event a vehicle has been dispatched and the order for service is canceled, the charges in Item 6-B above will be assessed in addition to all other applicable charges.
  - I. Special pick and delivery service will be provided upon request. Surcharges will be applied as listed in the applicable Addendum.
    - (a) Charges assume shipment dimensions and weight do not exceed lawful limits of the vehicle utilized.
    - (b) Mileage is calculated between the airport of origin/destination and the shipper's/consignee's location using PC MILER practical miles.
  - (2) In the event a vehicle has been dispatched and the order for service is cancelled a fee will be assessed as listed in the applicable Addendum, plus applicable special pick up/delivery charge at the mileage traveled.
  - (3) Lift gate truck pick up/delivery service will be assessed a surcharge as listed in the applicable Addendum.
  - (4) Two man pick up/delivery service will be assessed a surcharge as listed in the applicable Addendum.
- J. Secondary Areas are points greater than 40 miles from the airport terminal. Secondary Areas will surcharges applied as listed in the applicable Addendum.

**3365. GROUND EXPEDITE SERVICE**

1. Charges for exclusive use truck service are shown in the applicable Addendum of this tariff.

2. Mileage is calculated from shipper's facility to consignee's facility using PC Miler practical mileage, versions updated as they become available.
3. When the shipper's facility is more than fifty (50) miles from the city of vehicle dispatch the mileage will be calculated from the city of vehicle dispatch to the shipper's facility then to the consignee's facility using PC Miler practical mileage, versions updated as they become available.

When the distance traveled during any non-stop run is greater than 450 miles, a second man may be applied as listed in the applicable Addendum.

**3370. ADVANCEMENT OF DANGEROUS GOODS**

1. Dangerous Goods are defined as those commodities when transported must be in accordance with the provisions set forth in the U.S. Department of Transportation (DOT) Hazardous Materials Regulations and/or IATA Dangerous Goods Regulations.
2. ULSII's surcharge for dangerous goods will be in addition to normal tariff charges at the following rates:  
Domestic:           Via air carrier: \$95.00 minimum or \$.75 per pound  
                          Via surface carrier: \$75.00  
International:      Airport to airport charge times 1.75 plus \$110.00 per UN number

**3380. WAITING TIME**

When vehicles are held for loading, unloading, or other reasons beyond the control of ULSII, waiting time will be charged. Charges based on time will be computed by multiplying the rate by the time involved. 20 minutes of free time will be allotted per vehicle per occurrence. Charges will be assessed as listed in the applicable Addendum.

**3390. RECONSIGNMENT**

Reconsignment will be assessed a surcharge as listed in the applicable Addendum per airbill for each reconsignment. This charge will be in addition to all other applicable charges incurred including additional air charges, redelivery charges and any other charges incurred to satisfy the reconsignment requirements.

**3400. OVERSIZED/EXCESS WEIGHT**

1. Oversized/Excess Weight is any shipment with a single piece exceeding 250 pounds, or having one dimension of 60 inches or greater, or with a combined length plus girth exceeding 210 inches (the length being the longest dimension).
2. Surcharge for Oversized/Excess Weight is based on total shipment weight and will apply as listed in the applicable Addendum.
3. Where ULSII must provide additional services in order to meet the required service level for Oversized/Excess Weight, charges for the additional services will be added according to additional charges listed in this tariff.

**3410. REPACKAGING OR RECONFIGURATION OF SHIPMENTS**

1. When required to meet ULSII packing requirements, as stated in Rule No. 3120 of this tariff, or upon request of the shipper or consignee, ULSII will repack a shipment for transportation as listed in the applicable Addendum. This charge will be calculated based on the chargeable weight of the shipment. If ULSII must contract an outside firm for repackaging, charges will be as listed in the applicable Addendum.
2. When a shipment is tendered to ULSII packaged in an inadequate manner for transportation, and it is necessary for ULSII to repack the shipment to meet its packing requirements, ULSII will not be liable for the contents of the shipment, whether or not a value is declared.
3. When a piece exceeds 250 pounds in weight, it may become necessary to alter the size or shape of the shipment in order for movement on an aircraft. That is to say, additional shoring and/or break down of the shipment into smaller pieces may be necessary. Additional cost for repackaging and a change in weight may occur.

**3420. PROOF OF DELIVERY**

1. Verbal proof of delivery and first hard copy proof of delivery will be provided at no charge.
2. When requested by the shipper or consignee, ULSII will provide a Photostatted copy or telephone facsimile of the airbill, bill of lading, or manifest signed by the consignee or its agent as proof of delivery. A charge for each copy as listed in the applicable Addendum will be assessed for this service, except

there will be no charge when the Photostatted copy or telephone facsimile is provided in defense of a written claim.

3. When requested by the shipper or consignee ULSII will furnish a Photostatted copy or telephone facsimile of the contracted airline or other document signed by the consignee or its agent as proof of delivery when consignee is shown as such on contracted carrier document. A charge per copy as listed in the applicable Addendum will be assessed for this service, except there will be no charge when the Photostatted copy or telephone facsimile is provided in defense of a written claim.

#### **3430. FUEL AND SECURITY SURCHARGE**

ULSII reserves the right to assess a multi-level fuel and/or security surcharge on any and all shipments tendered. The actual surcharge will be based on internal cost considerations as related to increases in fuel prices or security costs. Surcharges may be implemented without advanced notice and can be canceled at any time by ULSII. Surcharges will vary based on mode of transportation utilized (i.e. surface transportation, commercial airline, all cargo airline, air charter, etc.) and by domestic and international movements.

#### **3440. US CUSTOMS BROKERAGE**

Pricing is based on volume and complexity of work required as listed in the applicable Addendum. An executed Power of Attorney is required. Billing is transactional and sent electronically along with the 7501 to customers. Importer should carefully review all entries made on their behalf with USCBP. Notify ULSII as soon as possible – not later than 30 days of any errors or omissions to allow time to submit corrections and update importer data.

#### **3450. ADDITIONAL TERMS APPLICABLE TO INTERMODAL MOVEMENTS**

The following are additional liability terms governing Intermodal transportation on ULSII or transportation provided by ULSII as part of a continuous Intermodal movement. The shipper or consignee must arrange for the transportation of equipment before and/or after transportation by ULSII, and ULSII is not a party to or liable for any portion of such arrangements. Any specific provisions pertaining to intermodal freight shall take precedence over general provisions in this Tariff, unless otherwise stated. For additional intermodal terms, please reference Part 5 of this Tariff.

1. For any shipments involving motor carriage within the United States of America where the Interstate Commerce Act (including the Carmack Amendment, 49 U.S.C. § 14706), Interstate Commerce Commission Termination Act, or any related statutes would otherwise be applicable, the terms of this Tariff shall continue to be construed as a contract for specified services provided under specified rates and conditions pursuant to 49 U.S.C. § 14101(b). The parties hereby expressly waive any and all rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act (the “Acts”) as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq. including application of 49 U.S.C. § 14706. No Party shall challenge any provision of this Contract on the ground that any such provision or provisions violates the waived rights and remedies under the Acts.
  - A. Except where prohibited by applicable law, the rights and liabilities of the parties are to be determined exclusively pursuant to the terms and conditions of this Contract. Liability and damages with respect to any claims for freight loss or damage shall be determined exclusively pursuant to the terms and conditions of this Contract.
  - B. Except where there is a statute of compulsory applicability, with terms that cannot be modified by private contract, the sole remedy against ULSII available for any loss or damage to cargo shall be a claim for breach of this contract. Shipper (and all parties tendering freight through Shipper) expressly waives and releases any other claims it has or may have against ULSII arising from or related to any intermodal transportation of cargo, specifically including but not limited to, any claim for freight loss or damage.
2. For Shipments Involving Ocean Carriage to or from the United States of America
  - A. For shipments to or from the United States involving ocean carriage, ULSII’s liability shall not exceed USD \$500 per package or customary freight unit, or any lesser limitation afforded herein, as set forth in the Carriage of Goods by Sea Act (“COGSA”). The term package shall mean a class of cargo, irrespective of size, shape, or weight, to which some packaging preparation for transportation has been made which facilitates handling, but which does not necessarily conceal or completely enclose the goods.

- B. Shipper hereby acknowledges and agrees (on behalf of itself and all those tendering cargo via Shipper) that the liability terms of COGSA, and specifically the per package limitation of liability, shall extend to all times in which your consignment is in ULSII's possession (including our employees, agents, subcontractors, draymen, and subcarriers involved in the transportation of your goods), and during all transit within the United States of America, including all transport occurring prior to loading onto a vessel and/or all transport occurring after unloading from the vessel;
  - C. ULSII has no knowledge of the value of the cargo, and higher compensation than that provided for by COGSA may be claimed only when, with ULSII's consent: (i) for multimodal shipments to or from the United States of America, SHIPPER performs all requirements for higher liability, as set forth in Items 3280 and 3290 (above); and (ii) in all other cases, the Shipper declares the value of the cargo on the face of ULSII's bill of lading and pay an extra freight charge agreed upon by ULSII. In that case, the amount of the declared value shall be substituted for the limits laid in this bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
  - D. However, for avoidance of doubt, nothing in the bill of lading document shall operate to limit or deprive ULSII of any statutory protection, defense, exception or limitation of liability authorized by any applicable laws, statutes or regulations of any country, which are hereby incorporated into the terms and conditions of this Tariff. ULSII shall have the benefit of the said laws, statutes or regulations as would the owner of any carrying vessel.
3. For Shipments Involving Air Carriage to or from the United States of America: ULSII's liability shall be unchanged from the terms set forth in Rules 3280 and 3290 (above), except that any loss or damage occurring during motor carriage shall be *exclusively* governed by 49 U.S.C. § 14101(b) and private contract.
4. Additional Terms:
- A. For avoidance of doubt, all terms appearing in this Tariff shall remain applicable to intermodal traffic, and shall continue to govern ULSII's rights and responsibilities except as specifically set forth herein.
  - B. These limitations of liability shall extend and apply to any of ULSII's employees, agents, subcontractors, and subcarriers involved in the intermodal transportation of goods.
  - C. All lawsuits for cargo loss, damage, or delay must be filed within the minimum time period permitted by any statute or treaty of compulsory applicability, or in the absence of any such time period, 1 year from the actual delivery date or the expected date of delivery.
  - D. If intermodal cargo is moved under the terms of a through bill of lading issued by another carrier, such as an air or ocean carrier that has limited liability terms (including but not limited to a maximum value per pound or package limitation), ULSII's released-value liability shall be no greater than the limitation of liability applicable to that bill of lading.
  - E. In the event of an unlocated loss (where the cause cannot be determined by normal inspection), ULSII shall have no greater liability for cargo loss or damages than any other participating carrier unless ULSII been found to be the sole proximate cause of the loss alleged.
  - F. For avoidance of doubt, unless comparative fault is not permitted by applicable statute or treaty, ULSII shall not be liable for any loss and damage to cargo and/or equipment, injury or death to any person, or loss and damage to property that is greater than the percentage of ULSII's causal negligence in the event the loss of damage resulting from the concurrent negligence of ULSII and any other participating in the intermodal movement including, but not limited to the Shipper, the consignee, and third party involved in the movement (including any NVOCC, broker, or forwarder), and their respective employees, servants, contractors, invitees, directors, officers, or agents; or the negligence of any other carrier participating in the shipment.

#### **3460. RATE CONFIRMATION**

When an individual shipment is tendered on a rate confirmation, the individual shipment shall be subject to the rate or charge contained on the rate confirmation sheet and will prevail over all conflicting rates and/or charges published in any other applicable contract or pricing schedule/tariff.

If the rate confirmation is prepared by Shipper, or a third party acting on behalf of Shipper, CARRIER'S signature on the rate confirmation only evidences CARRIER'S acknowledgement and agreement to the transportation rates and charges thereon and does not constitute approval of any other

provisions set forth on the rate confirmation sheet. Such other changes can only be approved in writing signed by an officer of the CARRIER.

## PART 3

UNIVERSAL LOGISTICS SOLUTIONS INTERNATIONAL, INC.

ORIGINAL TITLE PAGE

FMC ORG No. 023426

**NON-VESSEL OPERATING COMMON CARRIER**

**EFFECTIVE DATE: 04APRIL2024**

**PUBLISHED DATE: 04APRIL2024**

**EXPIRATION DATE:**

**CONTROLLED CARRIER STATUS: NONE**

## TITLE PAGE

**TARIFF No. 004**

**SUPERSEDES CAVALRY LOGISTICS INTERNATIONAL, INC. TARIFF No. 003**

### **NRA GOVERNING RULES TARIFF**

**NAMING RULES AND REGULATIONS ON CARGO MOVING**

**IN CONTAINERS AND BREAKBULK**

**BETWEEN**

**U.S. PORTS AND POINTS**

**AND**

**WORLD PORTS AND POINTS**

UNIVERSAL LOGISTICS SOLUTIONS INTERNATIONAL, INC. is a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC organization number 023426.

Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531, 532, OSRA 2022 and FMC 2024 Final Rule Making. In that respect Carrier has opted for use of Negotiated Rate Arrangements (“NRAs”) and may also opt to utilize NVOCC Service Arrangement (“NSAs”). NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”** The effective date of the NRA shall be the date of Carrier’s receipt of Shipper’s and/or Consignee’s acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

PUBLISHED BY:

UNIVERSAL LOGISTICS SOLUTIONS INTERNATIONAL, INC.

12775 E 9 MILE RD.

WARREN, MI 48089

PUBLISHING OFFICER: JOSEPH DAVID PENA

EMAIL: [JPENA@UNIVERSALLOGISTICS.COM](mailto:JPENA@UNIVERSALLOGISTICS.COM)

TEL: 313.965.8299



## Tariff Rule Information

### TARIFF DETAILS

Tariff Number: **004**  
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**  
EFFECTIVE: 04APRIL2024  
THRU: None  
EXPIRES: None  
PUBLISH: 04APRIL2024  
AMENDMENT TYPE: O  
ORIGINAL ISSUE: 04APRIL2024  
WEIGHT RATING: 1,000KGS  
VOLUME RATING: 1CBM  
TARIFF TYPE: GOVERNING NRA RULES TARIFF  
CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

### ORGANIZATION INFORMATION

ORG NUMBER: 023426  
NAME: **UNIVERSAL LOGISTICS SOLUTIONS INTERNATIONAL, INC.**  
TRADE NAME:  
TYPE: NON-VESSEL OPERATING COMMON CARRIER  
HDQ. COUNTRY: USA  
PHONE: 313.965.8299  
FAX:  
EMAIL ADDRESS: JOSEPH DAVID PENA - [JPENA@UNIVERSALLOGISTICS.COM](mailto:JPENA@UNIVERSALLOGISTICS.COM)

**RULE 1. SCOPE**

Rules and regulations published herein apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points AND Worldwide Ports and Points as specified in Rule 1.A of this tariff:

U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD  
 Boston, MA  
 Charleston, SC  
 Jacksonville, FL  
 Miami, FL  
 New York, NY  
 Newark, NJ  
 Norfolk VA  
 Philadelphia, PA  
 Savannah, GA  
 Wilmington, NC

U.S. GULF COAST BASE PORTS: (GCBP)

Houston, TX  
 New Orleans, LA  
 Tampa, FL  
 Mobile, AL

U.S. PACIFIC COAST BASE PORTS: (PCBP)

Los Angeles, CA  
 Long Beach, CA  
 Oakland, CA  
 San Francisco, CA  
 Portland, OR  
 Seattle, WA  
 Tacoma, WA

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.

B. INTERMODAL SERVICE

Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service.

Intermodal Rates will be shown as single-factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 herein). Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

**RULE 1A. WORLDWIDE PORTS AND POINTS**

Except as otherwise provided this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points

AFGHANISTAN	ASHMORE AND	BERMUDA	CAMBODIA
ALBANIA	CARTIER ISLANDS	BHUTAN	CAMEROON
ALGERIA	AUSTRALIA	BOLIVIA	CANADA
AMERICAN SAMOA	AUSTRIA	BOTSWANA	CAPE VERDE
ANDORRA	BAHAMAS THE	BOUVET ISLAND	CAYMAN ISLANDS
ANGOLA	BAHRAIN	BRAZIL	CENTRAL AFRICAN
ANGUILLA	BAKER ISLAND	BRITISH VIRGIN	REPUBLIC
ANTARCTICA	BANGLADESH	ISLANDS	CHAD
ANTIGUA AND	BARBADOS	BRUNEI	CHILE
BARBUDA	BASSAS DA INDIA	BULGARIA	CHINA
ARGENTINA	BELGIUM	BURKINA	CHRISTMAS
ARUBA	BELIZE	BURMA	ISLAND
	BENIN	BURUNDI	

CLIPPERTON ISLAND	GUINEA BISSAU	MEXICO	SPRATLY ISLANDS
COCOS (KEELING) ISLANDS	GUYANA	MIDWAY ISLANDS	SRI LANKA
COLOMBIA	HAITI	MONACO	ST HELENA
COMOROS	HEARD ISLAND AND MCDONALD ISLA	MONGOLIA	ST KITTS AND NEVIS
CONGO	HONDURAS	MONTSEERRAT	ST LUCIA
COOK ISLANDS	HONG KONG	MOROCCO	ST PIERRE AND MIQUELON
CORAL SEA ISLANDS	HOWLAND ISLAND	MOZAMBIQUE	ST VINCENT AND THE GRENADINES
COSTA RICA	HUNGARY	NAMIBIA	SUDAN
CUBA	ICELAND	NAURU	SURINAME
CYPRUS	INDIA	NAVASSA ISLAND	SVALBARD
CZECHOSLOVAKIA	INDONESIA	NEPAL	SWAZILAND
DENMARK	IRAN	NETHERLANDS	SWEDEN
DJIBOUTI	IRAQ	NETHERLANDS ANTILLES	SWITZERLAND
DOMINICA	IRELAND	NEW CALEDONIA	SYRIA
DOMINICAN REPUBLIC	ISRAEL	NEW ZEALAND	TAIWAN
ECUADOR	ITALY	NICARAGUA	TANZANIA UNITED REPUBLIC OF
EGYPT	IVORY COAST	NIGER	THAILAND
EL SALVADOR	JAMAICA	NIGERIA	TOGO
EQUATORIAL GUINEA	JAN MAYEN	NIUE	TOKELAU
ETHIOPIA	JAPAN	NORFOLK ISLAND	TONGA
EUROPA ISLAND	JARVIS ISLAND	NORTHERN MARIANA ISLANDS	TRINIDAD AND TOBAGO
FALKLAND ISLANDS (ISLAS MALVIN)	JERSEY	NORWAY	TROMELIN ISLAND
FAROE ISLANDS	JOHNSTON ATOLL	OMAN	TRUST TERRITORY OF THE PACIFIC
FEDERATED STATES OF MICRONESIA	JORDAN	PAKISTAN	TUNISIA
FIJI	JUAN DE NOVA ISLAND	PALMYRA ATOLL	TURKEY
FINLAND	KENYA	PANAMA	TURKS AND CAICOS ISLANDS
FRANCE	KINGMAN REEF	PAPUA NEW GUINEA	TUVALU
FRENCH GUIANA	KIRIBATI	PARACEL ISLANDS	UGANDA
FRENCH POLYNESIA	KOREA	PARAGUAY	UNION OF SOVIET SOCIALIST REPUB
FRENCH SOUTHERN AND ANTARCTIC	DEMOCRATIC PEOPLES REP	PERU	UNITED ARAB EMIRATES
GABON	KOREA REPUBLIC OF	PHILIPPINES	UNITED KINGDOM
GAMBIA THE	KUWAIT	PITCAIRN ISLANDS	URUGUAY
GAZA STRIP	LAOS	POLAND	USA
GERMANY	LEBANON	PORTUGAL	VANUATU
GHANA	LESOTHO	PUERTO RICO	VATICAN CITY
GIBRALTAR	LIBERIA	QATAR	VENEZUELA
GLORIOSO ISLANDS	LIBYA	REUNION	VIETNAM
GREECE	LIECHTENSTEIN	ROMANIA	VIRGIN ISLANDS
GREENLAND	LUXEMBOURG	RWANDA	WAKE ISLAND
GRENADA	MACAU	SAN MARINO	WALLIS AND FUTUNA
GUADELOUPE	MADAGASCAR	SAO TOME AND PRINCIPE	WEST BANK
GUAM	MALAWI	SAUDI ARABIA	WESTERN SAHARA
GUATEMALA	MALAYSIA	SENEGAL	WESTERN SAMOA
GUERNSEY	MALDIVES	SEYCHELLES	YEMEN
GUINEA	MALDI	SIERRA LEONE	YUGOSLAVIA
	MALI	SINGAPORE	ZAIRE
	MALTA	SOLOMON ISLANDS	ZAMBIA
	MAN ISLE OF MARSHALL ISLANDS	SOMALIA	ZIMBABWE
	MARTINIQUE	SOUTH AFRICA	
	MAURITANIA	SOUTH GEORGIA AND THE SOUTH SA	
	MAURITIUS	SPAIN	
	MAYOTTE		

**RULE 1-B. INTERMODAL SERVICE**

Intermodal through rates applies between points in the U.S. and worldwide destinations.

**RULE 2. NOTICE TO TARIFF USERS**

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements (“NRAs”) and may also opt to utilize NVOCC Service Arrangement (“NSAs”). NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a written acceptance of the NRA; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”** The effective date of the NRA shall be the date of Carrier’s receipt of Shipper’s and/or Consignee’s acceptance herein. All applicable origin, destination local terminal

and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

**RULE 2A. APPLICATION OF NRAS AND CHARGES**

- A. NRAs are stated in terms of U.S. Currency and or local currencies, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight. NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
- B. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper, or Consignee of the Cargo. NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.
- C. Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.
- D. NRAs do not include Marine Insurance or Consular fees.
- E. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.
- F. Unless otherwise specified, when NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
- G. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
- H. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
- I. Wherever NRAs are provided for articles named, the same NRA will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific NRA are provided for such parts.
- J. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."

K. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo..

L. TYPES OF SERVICE PROVIDED

- a. CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.
- b. CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.
- c. CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.
- d. CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.
- e. DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

M. SERVICE OPTIONS:

The following service types are available and pertain to rates contained in this tariff.

- a. Container Yard (Y)  
The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.
- b. Container Freight Station (S)  
The term Container Freight Station means the location designated by the carrier or its authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or its agent.
- c. Door (D)  
Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.
- d. Ocean Port (O)  
Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.
- e. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.
- f. Carrier may also utilize the following terminology to describe its services:
  - A. IPI Service, from Asia to USA  
The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.
  - B. MLB Service (Mini Land Bridge), from Asia to USA  
The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.
  - C. RIPI Service, from Asia to USA  
The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

N. ADVANCED CHARGES

Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading, and provided they do not relate in any part to cargo cost and/or ocean freight thereon, but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

**RULE 2-010. PACKING REQUIREMENTS**

- A. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
- B. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
- C. Gross weight in pounds, and/or Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
- D. **Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.**

**RULE 2-015. REROUTING OF VESSELS AND OTHER CHARGES RELATED TO RED SEA ACTIVITIES AND ACTIVITIES AT CANALS & WATERWAYS**

- A. Merchant acknowledges that for certain transport the underlying vessel will generally travel through certain waterways, including the Red Sea Region, the Panama Canal, and the Suez Canal, where the underlying ocean common carrier has deemed the most convenient route to the discharge port. Merchant acknowledges that there are current risks that any such Waterway may be blocked, closed, attacked by hostile forces or that the vessel may otherwise encounter significant delays and may opt to circumvent the Waterway. The underlying carrier may opt to exercise the following at its discretion: (1) the vessel may wait at the Waterway, and/or (2) may opt to pay additional fees in order to access the Waterway sooner; and/or (3) the vessel may sail such alternative route as the vessel operation common carrier deems suitable, including routes via the Cape of Good Hope at the southern tip of Africa vice traversing the Red Sea, and/or (3) the vessel operator may discharge the cargo at a close or convenient port with all of the Carrier's obligations under this contract being considered fulfilled. The Merchant shall be liable to pay the Carrier for the vessel operator's assessment of vessel detention at a daily detention rate on a pro rata basis with other cargo on the vessel for any time waiting exceeding certain specified time period and for the costs for consequent increase in time for sailing an alternative route plus any additional costs of all kinds, including, but not limited to bunkers resulting from such deviations and or alternate services, and to the consequences of force majeure which the underlying ocean common carrier may deem necessary to enforce as a result of the activities noted herein.
- B. To the extent that any cargo is damaged pursuant to decisions taken or not taken by the underlying carrier which results in damages to the cargo from third party activities relevant to the waterway or other actions chosen by the underlying ocean carrier shall be allocated to the Merchant and/or cargo interest to the extent that such damage does not result directly from the gross negligence of Carrier.

**RULE 2-020. DIVERSION BY CARRIER**

When the Ocean Carrier discharges cargo at a terminal port other than the port named in the ocean bill of lading, the ocean carrier may arrange, at its option, for movement via rail, truck or water, of the shipment from the port of actual discharge only as indicated hereunder:

- A. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between Carrier discharging terminal and carrier's delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.
- B. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the NRA applicable to the port of destination named in the bill of lading shall be assessed. In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or would have borne had the shipment cleared through the port originally intended.

**RULE 2-030. BOOKING CANCELLATION FEE (BCF) – NO SHOW FEE (NSF)**

- A. Effective August 9, 2021, Carrier has implemented a Booking Cancellation Fee (BCF) on all types of containers. If the Merchant wishes to cancel shipment(s) after the Booking Confirmation has been issued, a cancellation notice must be provided by the merchant to the Carrier in writing not less than five (5) days before the scheduled estimated time of departure (ETD) and shall also pay the Carrier a cancellation fee. The BCF shall be provided in each individual NRA. If a cancellation is provided, but not within the time indicated above; a cancellation fee shall be imposed. All BCF fees imposed shall apply to the account of the cargo.
- B. No-Show Fee (NSF)  
If the merchant fails to notify the Carrier of cancellation of part or all containerized goods in accordance or fails to deliver part or all of the containerized goods for shipment, the Merchant shall pay a no-show fee (NSF). The NSF shall be provided in each individual NRA. All NSF fees imposed shall apply to the account of the cargo.

**RULE 2-035. OCEAN CARRIER SPOT PRICING – CONGESTION FEE – REVENUE RECOVERY SURCHARGES – SPACE ARRANGEMENT FEES**

- A. Ocean Carriers during the pandemic period commencing on or about February 2020 and currently in place for so long as port congestion is occurring in the United States and globally, have been imposing charges in congested port areas in addition to base rate and sur-charges applicable to Carrier’s service contract with ocean carriers in either or both of the following manners:
  - a. By imposing newly negotiated rate structures as a pre-condition to loading cargo previously tendered by Carrier or its agent, whereby, said Ocean Carrier will not load such cargo unless Carrier accepts such increased base spot rates, or
  - b. By imposing newly structured sur-charges with nominations such as, but not limited to “Revenue Recovery Surcharges”, “Space Arrangement Fees”, and other similar titles to indicate charges over and above those in place during the negotiations of the service contract, which are imposed as charges as a pre-condition to acceptance of cargo in a congested port, notwithstanding the negotiated service contract rates and/or surcharges were in place at the time the cargo was tendered to the Ocean Carriers by Carrier or its agent.
  - c. The term Spot Rates shall apply to either or both procedures defined in Paragraph 1. a) and b) above.
- B. Carrier, in view of the Spot Rates practices developed by Ocean Carriers during the pandemic period, shall in order to provide consistency and predictability of transport shall accept such Spot Rates to the extent that not accepting same would lead to non-delivery of cargo, and/or port demurrage and other charges, unless Shipper shall decide and will timely notify Carrier that it is abandoning such cargo, at which time Carrier may take whatever steps necessary in terminating transport and/or asserting liens and effecting the sale of such cargo. To the extent that such cargo is not appropriately abandoned as provided herein, and the sale of the cargo does not cover the freight monies and other charges due to Carrier, Shipper shall remain responsible to Carrier for such charges.
- C. Carrier shall define and treat such Spot Rates as Ocean Carrier General Rate Increases (“GRIs”), a term not otherwise defined in the Federal Maritime Commission’s regulations. GRIs shall include charges implemented by Ocean Carriers as defined in the term Spot Rates herein. As such, pursuant to 46 CFR §532.5 (d) (2) (iv) such Spot Rates are not included in a Negotiated Rate Arrangement nor a Rules Tariff and shall be charged as a pass-through without a markup by Carrier.
- D. To the extent that the increased rates and/or charges imposed by the ocean common carriers are not considered GRIs for whatever reason, Shipper agrees that these increases are an acceptable amendment to the pertinent NRA.

**RULE 2-035A. OCEAN CARRIER SURCHARGES AND GENERAL RATE INCREASE (GRI) PASS-THROUGHS**

- A. Pursuant to 46 C.F.R. §520.7(a)(3)(iv) Carrier hereby references the following category of surcharges and other pass throughs contained in Vessel Operating Common Carriers’ governing tariffs which Carrier shall assess to shipper at cost per the underlying VOCCs’ governing tariffs. Pursuant to 46 C.F.R. §520.7(h) Carrier hereby references the category of surcharges and other pass throughs contained in Vessel Operating Common Carriers’ (“VOCC”) governing tariffs relating to charges

assessed by unrelated outside entities to the VOCC which Carrier shall assess to shipper at cost per the underlying, VOCC’s governing tariff:

- Bunker related charges, - Bunker Adjustment Factor (BAF), Inland Fuel Surcharge (IFS),
- Low Sulfur Fuel Surcharge (LSFS),
- Security related charges
- Origin Terminal Handling charges
- Destination Terminal Handling charges
- Destination Delivery Charge (DDC)
- Peak Season Surcharges (PSS)
- Specific trade related Surcharges
- Marine Fuel Recovery Surcharge (MFR) and IMO 2020 Transition Charge (ITC)
- Regional Terminal Handling- and Security Charges
- Shipping Guarantee Fees
- Ship Green Fees
- Emission Allowance Surcharge (ETS) / EU Emission Trading System
- Currency Adjustment Factors (CAF)
- All Other Surcharges Not Included Herein which are Imposed from Time to Time by VOCCs when included in their Tariffs.
- All Third-Party Surcharges Imposed on Vessel Operating Common Carriers from Time to Time Which are Passed on to Shippers.

- B. Notwithstanding any other terms in the Rules Tariff to the contrary, pursuant to 46 C.F.R. § 532.5(d)(2) and 46 C.F.R. § 520.7(a)(3)(iv), Carrier may pass-through to its Shippers VOCC General Rate Increases (“GRIs”) to apply to an NRA, NSA, or to transport pursuant to tariff published rates with no mark ups.

**RULE 2-040. CONTAINER CAPACITY**

Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as indicated in each individual NRA.

NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.

**RULE 2-045. PORT OF LA & LB CONTAINER EXCESS DWELL FEES**

The following Container Excess Dwell Fees imposed by the Port of Los Angeles and the Port of Long Beach (“the Ports”) shall be applicable to shippers as of the date of this publication in Carrier’s tariff pursuant to 46 CFR § 520.8 (b)(4) for any such fees being assessed by the Ports against ocean carriers, and ocean carriers thereby assessing these as pass-through accessorial terminal charges to Carrier on or about November 15, 2021 and thereafter, until such Container Excess Dwell Rates are eliminated by the ocean carriers:

**These Dwell Fees are only applicable to imported containers through the Ports and fees are cumulative on a per day basis with no limits:**

**A. Local Import Loaded Container (to be removed by motor carrier)**

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
9	100	100
10	200	300
11	300	600
12	400	1,000
13	500	1,500
More than 13	(Increments of \$100 Increase per day)	

**B. Intermodal Import Loaded Container (going by rail)**

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
6	100	100
7	200	300



8	300	600
9	400	1,000
10	500	1,500
More than 10	(Increments of \$100 Increase per day-no limit)	

**RULE 2-050. SHIPPER FURNISHED CONTAINERS**

In lieu of the carrier furnished containers, shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following provisions:

- A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.
- B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carrier's vessel prior to loading by the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.
- C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.
- D. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.

**RULE 2-060. MEASUREMENT AND WEIGHT**

Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively. Whenever freight charges are assessed on a W/M "weight or measurement" basis or where rates are provided on both a "W" and "M" basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier.

- A. All packages will be measured in Centimeters and weight in Kilograms.
- B. Rounding off- Dimensions  
Where parts of centimeter occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. And over are to be rounded off to the centimeter above.
- C. Calculating Cubic Measurements  
The three dimensions in centimeters (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals.  
In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.  
In the case of multiple packages of like dimensions, the cube on one package to six decimals are to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.
- D. Official Measurers and Weighers  
The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container.
- E. Misdescription, Underweights and Undermeasurement
  - a. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing Carrier may arrange at the port/point of destination for the verification of the description, measurement, or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.
  - b. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighing, re-measuring and/or

resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

**RULE 2-070. OVERWEIGHT CONTAINERS**

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for the account of the cargo.

The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents and the motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).

**RULE 2-080. SHIPPER'S LOAD AND COUNT**

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so claused, and:

- A. No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.
- B. Carrier will not be directly or indirectly responsible for:
  - a. Damage resulting from improper loading or mixing of articles in containers, or shipper's use of unsuitable or inadequate protective and securing materials when loading to open-side flat-rack type containers.
  - b. Any discrepancy in count or concealed damage to articles.

Except as otherwise provided, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container.

Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers at their expense and the carrier shall not be responsible for such materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

**RULE 2-090. DIVERSION OF CARGO (BY SHIPPER OR CONSIGNEE)**

A request for diversion of a shipment will be considered as an amendment to the contract of carriage and will be subject to the following definitions, conditions and charges:

- A. **Definition of Diversion:**
  - A change in the original billed destination (which may also include a change in Consignee, order party, or both).
  - A change in Consignee, order party or both will not be considered as diversion of cargo.
- B. **Conditions:**
  - a. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
  - b. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the

- original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
- c. This rule will apply to full Bill of Lading quantities or full container loads only.
  - d. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
  - e. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
  - f. Diversion charges or administrative charge are payable by the party requesting the diversion.

**RULE 2-100. SECURITY FEES**

Security Fees may be applicable on shipments and identified in each individual NRA.

**RULE 2-110. RESTRICTED ARTICLES**

Except as otherwise provided, the following articles will not be accepted for transportation:

- A. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
- B. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
- C. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
- D. Corpses or cremated remains.
- E. Animals, birds, fish, livestock.
- F. Eggs, viz: Hatching.
- G. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
- H. Silver articles or ware, sterling.
- I. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
- J. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
- K. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
- L. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

**RULE 2-120. FREIGHT ALL KINDS (FAK)**

Unless otherwise provided herein, any cargo described as "Freight All Kind" shall consist of a minimum of two different commodities. Further restrictions to the items shall be contained in the NRA.

**RULE 2-130. ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM**

Different levels of Service are offered by the Carrier. Unless otherwise specified in the individual NRA, NRAs are applicable for Regular Service.

**RULE 2-140. AES USA EXPORT SHIPMENTS**

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to assure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert the applicable commodity Schedule B number in the Line Copy of the B/L.

**RULE 2-150. DOCUMENTATION FEE**

Document fees are considered origin and destination local charges and shall be for the account of the cargo.

**RULE 2-160. AMS CHARGES**

Except as otherwise noted in each individual NRA, all Shipments are subject to the U.S. Manifest Processing Fee as specified in each individual NRA. If a correction and/or amendment are made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess a Correction Fee in addition to all other applicable charges

**RULE 2-170. SUBMISSION OF CARGO DECLARATION DATA**

**A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.**

Pursuant to Customs regulations effective December 2, 2002, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.

- a. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.
- b. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').
- c. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.
- d. Internationally recognized hazardous material code when such materials are being shipped.
- e. Seal numbers for all seals affixed to the container.

**B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.**

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

- a. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transhipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.
- C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.
- Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and has posted the required financial security with the FMC.
- a. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
  - b. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C(1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.
  - c. All NVOCCs shall be subject to Paragraphs D and E of this rule.
- D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO
- a. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
  - b. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.
- E. INDEMNIFICATION OF CARRIER.
- If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after

a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

F. **CONFIDENTIALITY.**

Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper.

**RULE 2-180. U.S. CUSTOMS RELATED CHARGES**

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier.

NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo or merchant.

**RULE 2-190. LIEN NOTICE**

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, in its possession, custody or control or en-route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales.

**RULE 2-200. CARGO ROLL-OVER FEE**

Carrier will require complete and accurate shipping instructions by the "Document Due by Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shipper's/Owner's Account.

**RULE 2-210. FREE TIME DETENTION/DEMURRAGE/STORAGE**

The term "Demurrage" indicates a daily charge assessed to the shipper/consignee for the use of space, the occupation of land at marine terminals and/or services provided at the carrier's load/discharge port, rail ramp or inland container yard (CY) facility when the cargo remains in or on carrier's containers, tanks or trailers and/or such facilities beyond the permitted free-time as stipulated per tariff or contract of the vessel operator or the marine terminal after the expiration of free time. The term "Detention" indicates a charge for the use of equipment. The term "Free time" indicates the grace period for which neither of these charges will be incurred. Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading is for the account of such shipper, consignee or holder of a relevant bill of lading ("holder"). The shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to Carrier for the payment of all detention, demurrage, or storage charges before, during and after the carriage of the cargo.

**RULE 3. RATE APPLICABILITY RULE**

The rules and charges applicable to a given shipment must be those in an NRA and in effect when the cargo is received by the ocean carrier or its agent (including originating carriers in the case of NRAs for through transportation). A shipment shall not be considered as “received” until the full bill of lading quantity has been received.

**RULE 4. HEAVY LIFT**

Any Heavy Lift charges assessed shall be identified in each individual NRA and shall apply to the account of the cargo.

**RULE 5. EXTRA LENGTH**

Any Extra Length charges assessed shall be identified in each individual NRA and shall apply to the account of the cargo

**RULE 6. MINIMUM BILL OF LADING CHARGES**

Any applicable bill of lading charge shall be for the account of the cargo and shall be included in the individual NRA, if any.

**RULE 7. PAYMENT OF FREIGHT CHARGES**

**A. CURRENCY**

Rules and charges are quoted in U.S. Currency and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change in this relationship, carrier reserves the right, upon publications in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the NRAs and charges as required.

**B. PAYMENT IN U.S. DOLLARS**

Except as otherwise provided, freight and charges shall be prepaid in the United States in US currency.

**C. METHODS OF PAYMENT**

Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft acceptable by carrier's bank for immediate credit without charges.

**D. PREPAID FREIGHT**

a. When freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or his duly authorized licensed Freight Forwarder or Agent acting on his behalf.

b. When freight and charges are billed prepaid, they shall be paid in U.S. dollars.

**E. FREIGHT COLLECT**

All freight and charges which are billed on a freight collect basis must be paid in full in U.S. Dollars, or in a currency acceptable to the carrier provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars, for the complete originally issued Bill of Lading quantity prior to release of cargo or any portion thereof.

**F. CURRENCY CONVERTABILITY:**

Conversion Provisions:

In addition to the United States Dollars, freight monies and charges may be billed and paid in foreign currencies, provided they are freely convertible and remittable and free of tax.

**RULE 8. BILL OF LADING**

Carrier's bill of lading terms and conditions can be found on the Carrier's website at:

RULES AND REGULATIONS ([shipwithu.com](http://shipwithu.com))

**RULE 9. FREIGHT FORWARDER COMPENSATION**

Not applicable

**RULE 10. SURCHARGES, ASSESSORIAL AND ARBITRARIES**

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's.

**RULE 10-A. SURCHARGES, ASSESSORIAL AND ARBITRARIES**

Ocean carriers whose vessels will be traveling through designated Emission Control Areas (ECA), which may also be designated as China's Emission Control Areas, or by other designations, will be required to use fuel with sulfur content of 0.1% or less, a substantial decrease from the 1.0% concentration fuel currently used in maritime shipping. These areas include the Baltic Sea, English Channel, North Sea, and 200 nautical miles off the U.S. and Canadian coasts, and all cargoes originating from Europe destined to all ports in China, including Hong Kong, and Taiwan (including inland destinations). The surcharge may be termed differently by ocean carriers but the main ingredient in common is that the surcharges are related to the increased price of bunker fuels surcharges. Carrier will be passing these charges to shippers pursuant to this Rule, and if a Negotiated Rate Arrangement has been utilized, these surcharges shall be passed on to shippers pursuant to 46 C.F.R. §532.5 (d) (2)(ii).

**RULE 11. MINIMUM QUANTITY RATES**

Carrier may charge minimum quantity rates as specified in each individual NRA

**RULE 12. AD VALOREM RATES**

- A. The liability of the Carrier as to the value of shipments shall be determined in accordance with the clause(s) of the Carrier's Bill of Lading form attached in rule 8
- B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRAs applying to the commodities shipped.
- C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

**RULE 13. TRANSSHIPMENT**

Not Applicable.

**RULE 14. CO-LOADING IN FOREIGN COMMERCE**

- A. Carrier has entered a Less than Containerload ("LCL") agreement(s) which establishes a carrier-to-carrier relationship with NVOCCs for the co-loading of cargo.
- B. Carrier may enter into a co-loading arrangement which results in a shipper-to-carrier relationship and may tender Full Container Load ("FCL") cargo to another NVOCC (the master co-loader) by which the master co-loader must issue a house bill to Carrier. Carrier as the tendering NVOCC shall be responsible for the payment of ocean freight and charges for the transportation of the cargo.
- C. A shipper-to-carrier relationship is presumed to exist where the receiving NVOCC issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo. Shipper-to-carrier relationships may apply to the co-loading of full container loads or less than container loads of cargo.
- D. Carrier when tendering cargo to another NVOCC for co-loading, whether under a shipper-to-carrier or carrier-to-carrier relationship, shall annotate each applicable bill of lading with the identity of any other NVOCC to which the shipment has been tendered for co-loading. Such annotation shall be shown on the face of the bill of lading in a clear and legible manner as follows: "Ocean transportation services for this shipment were provided by Universal Logistics Solutions International, Inc., FMC# 023426N, in collaboration with Co-loader partner. (If no FMC number is provided, this is not a co-loaded shipment.)"

**RULE 15. OPEN RATES IN FOREIGN COMMERCE**

Not Applicable.

**RULE 16. HAZARDOUS CARGO**

Except as otherwise provided below, hazardous, explosive, flammable or dangerous cargo, as defined in the publications named below, will be accepted by the Carrier for transportation under the rules, charges and rates named in NRAs governed by this Tariff:

- 1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier.
- 2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities.



3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.

4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier cannot provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is not in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.

5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.

6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:

- A. Classes A and B Explosives
- B. Radioactive Substances (IMCO Class No. 7)

7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:

- A. U.S. Coast Guard Regulations (46 CFR §§146-179).
- B. U.S. Department of Transportation Regulations (49 CFR §§170-179).
- C. the International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization).
- D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities,
- E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt,
- F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.

8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:

- A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials,
- B. The hazardous class, IMCO Code Number and UN Number (if any),
- C. The flash point or flash point range (when applicable),
- D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required).
- E. Identification of the type of packaging (e.g drums, cylinders, barrels, etc.).
- F. The number of pieces of each type package.
- G. The gross weight of each type of package or the individual gross weight of each package.
- H. The Harmonized Code, SITC or BTN number of the commodity.
- I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.

9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to assure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to assure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.

10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.

11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.

12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

#### **RULE 16-A. OCEAN CARRIERS HAZARDOUS CARGO PENALTIES**

Ocean carriers are imposing substantial penalties regarding the following acts with respect to the transportation of hazardous cargo commencing after full container gate-in at origin until delivered to the consignee at destination:

- a. Mis-declaring hazardous cargo for any reason,
- b. Not declaring hazardous cargo,
- c. Booking and declaring a commodity is “Non-Hazardous cargo” while commodity identified is ‘Hazardous cargo’,
- d. Booking and declaring commodity is Hazardous cargo with incorrect IMO Class or UN No.,
- e. Informing ocean carrier to amend cargo property, from dry cargo to hazardous cargo,
- f. Informing ocean carrier to modify or add IMO/UN No.,
- g. Identification from the Maritime Safety Administration of China, or any other governmental department authority to confirm the mis-declaration,
- h. Amendment of commodity character or IMO/UN No. on booking information, Shipping instructions and bills of lading; and
- i. Untimely, incorrect, and incomplete commodity and cargo property declarations made to Carrier or any other acts, statements, omissions by shipper upon which Carrier relied which results in any penalty to Carrier by ocean carriers for the matters identified directly or impliedly in this Rule are shipper’s liability.

#### **RULE 17. SOLAS REGULATIONS**

- A. We understand that the SOLAS requirements (Chapter VI Regulation 2, at: <http://www.imo.org/en/OurWork/Safety/Cargoes/Containers/Documents/MSC.1%20Circ.1475.pdf>) require the packed containers’ true and accurate Verified Gross Mass (VGM) to be submitted prior to stowage aboard a vessel. Non-compliance herewith will bar the vessel operator from loading a packed container onto the intended vessel. Shipper undertakes that the information provided to the Carrier is true and accurate for compliance with SOLAS requirements.
- B. Carrier declare that the VGM of packed container(s) declared was obtained in accordance with either method 1 of method-2 by which the shipper can obtain the verified mass of a packed container as stipulated in the SOLAS Chapter VI Regulation 2 and the applicable law of the State of the loading port.  
Method 1: After packing and sealing a container, the shipper may weigh or arrange a third party to weigh the packed container or Method 2: The shipper or a third party (as arranged by the shipper) may weigh all packages and cargo items, including the mass of pallets, dunnage, and other packing materials securing the cargo to be packed in the container, and add the tare mass of the container to the sum of the single masses of the container’s contents.
- C. Carrier will rely on the accuracy of the shipper’s VGM details furnished to UNIVERSAL LOGISTICS INTERNATIONAL, INC. Carrier will tender such details to the vessel operator or any other entity which requires or relies upon this information. In case the VGM details are not made available timely or are not accurate, Carrier will not be allowed to load the container(s) on board of the planned vessel. A subsequent delay of the shipment might occur, and non-compliance may result in additional costs for but not limited to stevedoring, transportation, storage, weighing as well as penalties and/or administrative charges.
- D. Shipper undertake to comply with SOLAS Chapter VI Regulation 2 and agree to indemnify and will hold UNIVERSAL LOGISTICS INTERNATIONAL, INC. harmless from and against all liabilities, damages, claims suits, actions, losses, fines, penalties, associated costs, and additional costs arising

from inaccurate, incomplete, or delayed VGM details and from non-compliance with SOLAS requirements.

**RULE 18. RETURNED CARGO IN FOREIGN COMMERCE**

Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government or for any other reason whatsoever.

**RULE 19. SHIPPERS REQUESTS IN FOREIGN COMMERCE**

Shipper or Consignee requests or complaints (including request for adjustment in NRAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page and/or Tariff Record.

**RULE 20. OVERCHARGE CLAIMS**

- A. Bill of Lading Commodity Description  
Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.
- B. Overcharges  
For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:
  - a. Where an error has been made by the dock in calculation of measurements.
  - b. Against re-measurement at port of loading prior to vessel's departure.
  - c. Against re-measurement by vessel's agent at destination.
  - d. By joint re-measurement of vessel's agent and consignee.
  - e. By re-measurement of a marine surveyor when requested by vessel's agent.
  - f. Re-measurement fees and cable expenses in all cases to be paid by party at fault.

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984.

Any claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

**RULE 21. USE OF CARRIER EQUIPMENT**

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs) the VOCC, either directly or via the carrier, provisions and charges will be for the account of the cargo.

**RULE 22. AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE**

Not Applicable.

**RULE 23. CARRIER TERMINAL RULES AND CHARGES**

Carrier does not operate terminals at origin or destination. Except as otherwise provided in the individual NRA all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo.

**RULE 23-01. DESTINATION TERMINAL HANDLING CHARGES**

In destination countries where DTHC are required to be prepaid Carrier shall require the same prior to shipment.

**RULE 24. NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS**

Bonding of NVOCC

- A. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

- B. Bond No. IT1975NVO
- C. Issued By: U.S. Specialty Insurance Company.  
Agent for Service of Process
- D. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is Universal Logistics Solutions International, Inc. Carrier is domiciled in the U.S. See Title Page and/or Tariff Record for additional contact information.
- E. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
- F. Service of administrative process, other hand subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

**RULE 25. CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE**

If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR Part 520 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

**RULE 26. RESERVED FOR FUTURE USE**

**RULE 27. LOYALTY CONTRACTS IN FOREIGN COMMERCE**

Not Applicable.

**RULE 28. DEFINITIONS**

**CARRIER** - means UNIVERSAL LOGISTICS SOLUTIONS INTERNATIONAL, INC

**CONSIGNOR, CONSIGNEE OR SHIPPER** - include the authorized representatives or agents of such "consignor," "consignee," or "shipper."

**CONTAINER FREIGHT STATION (CFS)** - (Service Code S) -

- A. At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or its agent.
- B. At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

**CONTAINER LOAD - (CL)** - Means all cargo tendered to carrier in shipper-loaded containers.

**CONTAINER YARD** - The term "Container Yard" (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.

**CONTROLLED TEMPERATURE** - means the maintenance of a specific temperature or range of temperatures in carrier's trailers.

**DRY CARGO** - means cargo other than that requiring temperature control.

**IN PACKAGES** - shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in other containers" or "skids"

**KNOCKED DOWN (KD)** - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 33.3 percent from its normal shipping cubage when set up or assembled.

**KNOCKED DOWN FLAT (KDF)** - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 66 2/3 percent from its normal shipping cubage when set up or assembled.

**LESS THAN CONTAINER LOAD (LTL)** - means all cargo tendered to carrier not in shipper-loaded/stuffed containers.

**LOADING OR UNLOADING** - means the physical placing of cargo into or the physical removal of, cargo from containers.

**MIXED SHIPMENT** - means a shipment consisting of articles described in and rated under two or more NRAs.

**MOTOR CARRIER** - means U.S. Motor Carrier or Motor Carriers.

**NVOCC SERVICE ARRANGEMENT (NSA)** means a written contract, other than a bill of lading or receipt, between one or more NSA shippers and an individual NVOCC or two or more affiliated NVOCCs, in which the NSA shipper makes a commitment to provide a certain minimum quantity or

portion of its cargo or freight revenue over a fixed time-period, and the NVOCC commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.

**NSA SHIPPER** - means a cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers' association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the NSA.

**NEGOTIATED RATE ARRANGEMENT (NRA)** - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

**NESTED** - means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.

**NESTED SOLID** - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch.

**ONE COMMODITY** - means any or all of the articles described in any one-NRA.

**PACKING** - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.

**PUBLISHING CARRIER** - means UNIVERSAL LOGISTICS SOLUTIONS INTERNATIONAL, INC., a licensed Non-Vessel Operating Common Carrier (NVOCC) with the U.S. Federal Maritime Commission under FMC organization number 023426.

**RAIL CARRIER** - means U.S. rail carrier or rail carriers.

**SHIPMENT** - means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.

**STUFFING - UNSTUFFING** - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.

**UNPACKING** - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

**RULE 29. ABBREVIATIONS, CODES AND SYMBOLS**

**EXPLANATION OF ABBREVIATIONS**

Ad Val	Ad Valorem
AI	All Inclusive
BF	Board Foot or Board Feet
B/L	Bill of Lading
BAF	Bunker Adjustment Factor
BM	Board Measurement
C	Change in tariff Item
CAF	Currency Adjustment Factor
CBM, CM or M3	Cubic Meter
CC	Cubic Centimeter
CFS	Container Freight Station
CFT	Cubic Foot or Cubic Feet
CLD	Chilled
CM	Centimeter
CU	Cubic
CWT	Cubic Weight
CY	Container Yard
D	Door
DDC	Destination Delivery Charge
E	Expiration
ET	Essential Terms
Etc	Et Cetera
FAK	Freight All Kinds
FAS	Free Alongside Ship
FB	Flat Bed
FCL	Full Container Load

FEU	Forty Foot Equivalent Unit
FI	Free In
FIO	Free In and Out
FO	Free Out
FOB	Free On Board
FMC	Federal Maritime Commission
FR	Flat Rack
Ft	Feet or Foot
GOH	Garment on Hanger
H	House
HAZ	Hazardous
I	New or Initial Tariff Matter
K/D	Knocked Down
Kilos	Kilograms
K/T	Kilo Ton
LCL or LTL	Less than Container Load
LS	Lumpsum
L/T	Long Ton (2240 Lbs)
M	Measure
Max	Maximum
MBF or MBM	1,000 Feet Board Measure
Min	Minimum
MM	Millimeter
MQC	Minimum Quantity Commitment
N/A	Not Applicable
NRA	Negotiated Rate Arrangements
NSA	NVOCC Service Arrangements
NHZ	Non-Hazardous
NOS	Not otherwise specified
OT	Open Top
P	Pier
Pkg	Package or Packages
PRC	People's Republic of China
PRVI	Puerto Rico and U.S. Virgin Islands
R	Reduction
RE	Reefer / Refrigerated
R/T	Revenue Ton
RY	Rail Yard
SL&C	Shipper's Load and Count
Sq. Ft	Square Foot or Square Feet
S/T	Short Ton (2000 lbs.)
SU or S/U	Set Up
TEU	Twenty Foot Equivalent Unit
THC	Terminal Handling Charge
TRC	Terminal Receiving Charge
USA	United States of America
USD	United States Dollars
VEN	Ventilated
VIZ	Namely
VOL	Volume
W	Weight
W/M	Weight/Measure

**RULE 30. ACCESS TO TARIFF INFORMATION**

This tariff is published on the Internet website of UNIVERSAL LOGISTICS SOLUTIONS INTERNATIONAL, INC. at [www.cavalrylogistics.com](http://www.cavalrylogistics.com). Please refer to the tariff profile or title page for additional contact information.

**RULE 201. NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)**



## **PART 4**

# Freight Brokerage Service Terms and Conditions



## **SCOPE AND APPLICATION OF PART 4 FREIGHT BROKERAGE SERVICE TERMS AND CONDITIONS**

Part 4 of the Terms and Conditions contain Universal's rules, rates and charges applicable to Universal's function as a freight broker (as that term is defined in 49 U.S. Code § 13102). In this Part, Universal as well as its applicable operating divisions, subsidiaries, agents, subcontractors, officers and assigns is referred to as ("Broker"). In this Part "Shipper" shall mean the individual and/or entity that contracts with Broker for freight brokerage services. In this Part, Broker and Shipper may collectively be referred to as Parties. In this Part, the term "Agreement" refers to the terms included only in this Part. A copy of this tariff is available to the Shipper upon request and is available on Universal's website.

The rights and liabilities of the Parties associated with freight brokerage services are to be determined exclusively pursuant to the terms and conditions of this Part of the Terms and Conditions.

By placing freight with Broker for transportation, Shipper agrees to abide by and be bound by the terms set forth in this Part, and represent and warrant that Shipper has fully read the terms and conditions contained herein.

This Agreement is intended for the sole benefit of Broker and Shipper, nothing contained in this Agreement is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, or their permitted successors or assigns, any legal or equitable right, remedy or claim under this Agreement. Broker shall have no liability to any person or entity that is not a signatory to this Agreement. Shipper warrants it has authority to enter into this Agreement and agrees to be bound by the terms of this Agreement. The Shipper is responsible for ensuring that all such parties including the beneficial owner of the freight and shipper or consignee are given notice of this Agreement.

Broker is engaged in the business for compensation of arranging and/or offering to arrange for the transportation of property, by motor carriers and desires to provide its services to Shipper. Shipper desires to retain Broker on a non-exclusive basis to satisfy a portion of its transportation needs as detailed in this Agreement. Nothing within this Part shall be considered or interpreted to imply that Broker is providing any services as a carrier.

### **1. AUTHORITY**

Broker represents and warrants that it is duly authorized to perform all services detailed in this Agreement under a license or permit issued by the Federal Motor Carrier Safety Administration or its predecessor (hereinafter "FMCSA").

### **2. TENDER OF GOODS**

- a. Shipper may from time-to-time offer shipments for transportation to Broker during the Term ("Tender"). Such Tender shall not be deemed or construed, under any circumstances to establish a minimum or maximum guarantee of shipments to be tendered to Broker, or to establish a practice or course of conduct of any kind. Broker shall not be obligated to accept any such Tender if, in its reasonable discretion, it will be unable to fulfill its obligations hereunder.
- b. Broker shall place shipments only with properly authorized and licensed motor carriers, and shall make all arrangements to transport and deliver each shipment promptly, efficiently, and with reasonable dispatch, as directed by Shipper or its designated agent. If Broker is also a duly licensed and authorized motor carrier, Broker shall nonetheless continue to be treated as a broker for all purposes unless Broker utilizes its own vehicles and drivers to transport any shipment hereunder, then for purposes of that shipment, Broker shall be considered a motor carrier and that service will be subject to the terms set forth in Part 1 of these Terms and Conditions.
- c. It is understood that this is a non-exclusive Agreement, and that Broker shall be free to accept freight for transportation from entities other than Shipper, and that Shipper shall be free to tender freight to carriers and brokers other than Broker.

### **3. RIGHTS AND REMEDIES**

- a. Each shipment Tendered to Broker on or after the date of this Agreement shall be subject solely to the terms and conditions of this Agreement and non-conflicting provisions of law applicable to property brokerage and motor carriage hereunder. To the extent permitted for contracts between shippers and brokers, all rights and remedies found in Part B, 49 U.S.C. Subtitle IV and/or Title 49 of the Code of Federal Regulations, that

conflict with the terms and conditions of this Agreement are hereby knowingly waived by Shipper and by Broker, both for itself and on behalf of Broker's Carriers (as defined below), pursuant to 49 U.S.C. § 14101(b), and the presence of specific waivers elsewhere herein shall not act to waive or limit the scope of this general waiver.

- b. Shipper expressly agrees that Broker has the right to tender Shipper's freight to any carrier lawfully authorized to transport the freight ("Broker's Carriers") on any terms whatsoever, so long as the agreed terms do not cause Broker to breach its obligations to Shipper under the terms of this Agreement

#### **4. RECEIPTS AND BILLS OF LADING**

- a. Broker shall use reasonable efforts to cause Broker's Carriers to issue and sign a receipt for each shipment Tendered to it in a form agreed to by Broker and Shipper. Upon notice, Broker will provide Shipper with original or certified copies of such receipts at no cost to Shipper.
- b. If Broker, Broker's Carriers, Shipper, or any other person or entity elects to utilize bills of lading or other forms of shipping documents, freight receipts, or contracts ("Documents") for any shipment hereunder, then any terms and conditions of such Documents shall be null and void to the extent that they conflict with the terms of this Agreement, and the Documents shall act solely as a proof of receipt and/or delivery, as applicable.
- c. Under no circumstances is Broker to be identified as the carrier in any bill of lading or receipt. If Shipper or any other individual or entity utilize a bill of lading or receipt that identifies Broker as a carrier, it will be considered a breach of the terms of the Agreement for purposes of Shipper's indemnification obligations as set forth below.

#### **5. RATES, CHARGES, RULES AND REGULATIONS**

- a. General. As full compensation for the services provided by Broker and/or Broker's Carriers hereunder, Shipper shall pay Broker solely in accordance with the rates and charges agreed upon by the Parties prior to the Shipment. Shipper, for itself and on behalf of all persons and entities shipping freight through shipper, hereby waives the applicability of any other rates, rules, practices, and classifications to the extent inconsistent with this rate agreement.
- b. Special Rates. In the event that Shipper requests Broker to accept shipments from Shipper, its agents or contractors at rates which are not covered by an existing agreement, Shipper agrees to pay Broker mutually agreed upon, reasonable rates and charges for the subject transportation in accordance with all other terms and provisions of this Agreement. In determining the "reasonable rates and charges" for such transportation, the Parties shall consider the then-prevailing level of rates and charges being quoted and assessed for like transportation services by Broker.

#### **6. RATES CONFIRMATION**

- a. When an individual shipment is tendered on a rate confirmation, the individual shipment shall be subject to the rate or charge contained on the rate confirmation sheet and will prevail over all conflicting rates and/or charges published in any other applicable contract or pricing schedule/tariff.

If the rate confirmation is prepared by Shipper, or a third party acting on behalf of Shipper, CARRIER'S signature on the rate confirmation only evidences CARRIER'S acknowledgement and agreement to the transportation rates and charges thereon and does not constitute approval of any other provisions set forth on the rate confirmation sheet. Such other changes can only be approved in writing signed by an officer of the CARRIER.

#### **7. FREIGHT PAYMENTS**

- a. Notwithstanding the Shipper's primary payment responsibility, if Shipper does not pay the charges within Broker's payment terms, for any reason, including insolvency, the charges may be sought from any other lawful party.
- b. Payment Terms. Broker will use reasonable efforts to invoice Shipper for all payments due hereunder within 180 days of a shipment's delivery. Shipper shall make payment to Broker for Broker's and Broker's Carriers' services hereunder within thirty (30) days of its receipt of Broker's invoice.
- c. When the payer of the freight charges fails to make payment in 30 days, the following can be assessed on each unpaid freight bill, in addition to all other lawful freight and accessorial charges as provided in these Rules and Regulations.

(1) Interest of 25% per annum (compounded annually) on the unpaid balance, minimum charge \$100.00, or the maximum amount allowed by applicable law, whichever is less, plus the reimbursement for all collection and legal costs, including reasonable attorney fees.

(2) And a late fee of 25% of the principal amount due.

- d. Errors and Omissions. Shipper shall notify Broker in writing within ten (10) days of discovery, and in any event within thirty (30) days of receipt of any Broker invoice, of any known invoicing errors or omissions on Broker's part, including overpayment. Shipper shall communicate such potential errors or omissions by contacting the following source:

**Customers@goutsi.com**

Failure by Shipper to provide such notification shall be deemed to be Shipper's waiver of its rights to dispute any monies due and owing relating to or caused by Broker or Broker's Carrier's error(s) or omission(s).

- e. Payment of Broker's invoices by Shipper shall not waive any right of Broker to contest any payment, for any reason, equitable principle, or rule of law, provided however that Broker shall make diligent efforts to discover such disputes in a timely manner and notify Shipper of any such dispute within thirty (30) days of discovery by Broker.
- f. On any charges where approval has been requested in writing for lawfully valid charges and the Shipper has failed to respond, after three attempts without response, the charges will be considered approved and the Broker will invoice and collect payment on said charges in the same manner as if the charges had been approved in writing.
- g. Any and all disputes for any charges must be submitted to Broker within 30 days of the date of invoice. Broker will not accept any disputes after the expiration of the dispute period. Shipper waives and releases any disputes to charges that it fails to submit within the 30 day dispute period. .
- h. The provisions of this Section 6 shall survive the cancellation, termination or expiration of this Agreement.

## **8. LIEN**

Broker shall have a lien on any shipment, or portion thereof, transported under this Agreement, until receipt of full freight payment.

## **9. FREIGHT LOSS AND DAMAGE**

- a. Broker shall have no liability, to any party, for the loss, damage, or delay in delivery, or any part thereof, unless Broker was the sole proximate cause of such loss, damage, or delay. In cases where Broker is found to be the sole proximate cause of the loss, damage, or delay, the maximum liability of Broker for any loss, delay, or damage will not under any circumstances exceed \$100,000 per shipment. Similarly, the liability of Broker's Carriers for any loss, delay, or damage to a shipment will not under any circumstances exceed \$100,000 per shipment. Shipper expressly acknowledges that it agreed to the transportation of Shipper's cargo at a reduced rate and reduced liability structure in lieu of higher rates associated with full actual loss under 49 U.S.C. section 14706, and that Shipper has knowingly and voluntarily agreed to ship the product under the liability limitations set out in this Section. Shipper acknowledges that full "actual loss" coverage commensurate with 49 U.S.C. section 14706 at a higher level of freight rate is available from Broker and Broker's Carriers upon request and upon execution of a special written agreement.

A special written agreement under this provision must be executed by a duly authorized signatory of both parties at least twelve (12) hours prior to scheduled pick-up. A driver is not an authorized representative of Broker or Broker's Carrier and the bill of lading is not a "special written agreement". IN NO EVENT SHALL BROKER OR ANY OF BROKER'S CARRIERS BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE AT THE TIME OF THE SHIPMENT.

- b. Shipper shall submit a written claim to Broker and Broker's Carrier for loss, damage or non-delivery of any shipment within nine (9) months after delivery of such shipment, or if non-delivery of any shipment tendered to Broker for delivery to Shipper occurs, Shipper shall submit a claim within nine (9) months after reasonable time for such delivery has elapsed. Shipper's failure to identify the exact value of a claim shall be a valid reason for deULSIInation by Broker's Carrier.

- c. Any action at law to recover for loss, damage or non-delivery shall be instituted against Broker and/or Broker's Carriers not later than two (2) years after written deULSIInation of claim has been delivered to Shipper.
- d. While Broker may make reasonable efforts to assist Shipper with the claims process, Broker shall be under no obligation to take any action whatsoever on freight loss and damages claims where Broker is not the sole proximate cause. Shipper shall be solely responsible for submitting loss and damage claims to Broker's Carriers, although Broker maintains the right to do so at its sole discretion. In the event Shipper fails to submit a loss or damage claim to Broker's Carriers, its actions shall be construed to waive its rights with respect to Broker and any claim pertaining to Broker's liability hereunder.
- e. Shipper shall not agree with any other person or entity to any limitation on liability for loss, damage or non-delivery, inconsistent with the terms of this Agreement, without the express prior written consent Broker, and any such limitation not expressly agreed to by Broker, including, without limit, if found in any document or Purchasing Contract, shall be null and void. To the extent Shipper inadvertently or otherwise ships products which are later deemed subject to a limitation on liability, Shipper shall be solely responsible for the difference between the agreed limitation herein and any such limitation amount.
- f. Shipper and Broker, on behalf of themselves and Broker's Carriers and all those tendering freight through Shipper, hereby waive any rules and regulations found in 49 U.S.C. 14706 or Title 49 of the United States Code, and, more specifically, 49 C.F.R. Part 370, to the extent that such rules and regulations conflict with this Agreement.
- g. The provisions of this Section 8 shall survive the cancellation, termination, or expiration of this Agreement.

#### **10. RECOVERY OF CHARGES AND OVERCHARGES**

- a. Any claims by Shipper its designated consignee, or any party acting on behalf of the Shipper to recover overcharges shall be filed with Broker not more than one hundred eighty (180) days after Shipper's receipt of Broker's original invoice with respect to which such charge(s) are claimed due. Expiration of such one hundred eighty (180) day period shall be a complete and absolute defense against any such claim, absent any extenuating or mitigating circumstances of any nature.
- b. Any civil action by Shipper, its designated consignee, or any party acting on behalf of the Shipper to recover overcharges hereunder shall be commenced not more than one (1) year after receipt of the shipment by Shipper, or its designated consignee, with respect to which such charge is claimed due. Expiration of such one (1)-year period shall be a complete and absolute defense against any such claim.
- c. Shipper knowingly and expressly waives the filing periods found in 49 U.S.C. § 14705, where inconsistent with this agreement.
- d. The provisions of this Section 9 shall survive the cancellation, termination or expiration of this Agreement.

#### **11. INDEMNIFICATION**

Shipper agrees to indemnify, defend and hold Broker and Broker's Carriers harmless from and against any and all loss, actions, damages, expenses (including reasonable attorneys' fees and court costs), judgments, fines, rulings and claims of any type or kind brought by any person or entity for injury or death of persons and/or damage to property, to the extent proximately arising out of or in connection with (i) the actions to be performed or provided by the Shipper under this Agreement, (ii) Shipper's breach or default of any terms of this Agreement hereunder, (iii) Shipper's misrepresentation of any fact or claim within this Agreement or upon which Broker or Broker's Carrier has otherwise relied, and/or (iv) Shipper's failure to comply with any applicable Federal, State or local laws or regulations. The provisions of this Section 10 shall survive the termination, cancellation or expiration of this Agreement.

#### **12. REFUSAL OF FREIGHT/DELAY IN DELIVERY**

- a. Broker will use reasonable efforts to promptly notify Shipper by telephone facsimile, or other electronic medium of any (i) accidents, spills, theft, hijacking, delays, damages or shortages which may occur during the time any shipment is in Broker or Broker's Carrier's care, possession, custody and/or control and (ii) refused or "on-hand" shipment, or parts thereof, and request additional instructions from Shipper regarding delivery or storage of such shipment. Broker will endeavor to promptly advise Shipper in the event of delay in the carriage of any shipment, and provide Shipper a reasonable estimate of the delay in delivery anticipated.

- b. If any shipment is refused by the consignee thereof, or if Broker or Broker's Carrier is unable to deliver any shipment for any reason, the liability of Broker's Carrier as a warehousemen shall begin once it has placed the shipment in a public warehouse or other storage facility.

### **13. ASSIGNMENT, WAIVER, SEVERABILITY AND SURVIVAL**

Neither this Agreement nor any right hereunder may be assigned by Shipper without the Broker's prior written consent. Broker reserves the right to assign this Agreement to its present and future subsidiaries, affiliates and parent companies. The waiver of any breach of, or default under, or the failure to enforce any provision of this Agreement shall not be deemed as a waiver of any subsequent breach or default. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving party. If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect. The expiration or termination of this Agreement shall not affect the Section and the rights and obligations set forth herein, which either (a) state or evidence the intent of the Parties that the provisions survive expiration or termination, or (b) must survive to give effect to the provisions thereof.

### **14. FORCE MAJEURE**

Neither Broker nor Broker's Carrier shall be liable in any manner or respect to any party for failure to perform any of the services set forth in the Agreement that are as a result of any cause not within its/their control, including without limitation, acts of God, wars, revolutions, civil disturbances or other disorders, strikes, ordinances, laws or governmental action (each, a "Force Majeure Event"). If a Force Majeure Event lasts for a period of more than thirty (30) days, then either Party may terminate this Agreement without any further obligation except for the payment of any valid charges due to Broker or Broker's Carriers for services provided prior to the date of termination.

### **15. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement constitutes the complete and exclusive agreement between the parties in regard to the subject matter herein, and supersedes any and all prior and/or contemporaneous agreements, contracts, correspondence, communications or term sheets, whether oral or in writing. This Agreement may not be modified or amended unless such modifications or amendments are made in writing and signed by Shipper and Broker. All modifications or amendments shall be numbered consecutively, beginning with the number one ("1").

### **16. NO SOLICITATION/NO HIRE**

Shipper agrees not to solicit for hire or hire any of Broker's employees or agents whose identity is known to Shipper during the Term hereof and for a period of twelve (12) months from the expiration or termination of this Agreement unless otherwise agreed to in writing by Broker.

### **17. HEADINGS**

The headings for the various Sections herein are for reference only and are not part of the Agreement.

### **18. DISPUTE RESOLUTION**

Prior to the commencement of litigation, the parties will attempt in good faith to resolve any controversy promptly by negotiations between executives of the parties (if appropriate, with their respective counsel).

### **19. APPLICABLE LAW AND WAIVER OF JURY TRIAL**

IRRESPECTIVE OF ANY CONFLICTS OF LAW PRINCIPLES, THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN EXECUTED IN, AND SHALL BE CONSTRUED SOLELY UNDER APPLICABLE FEDERAL LAW AND THE LAWS OF THE STATE OF MICHIGAN. THE PARTIES AGREE THAT ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE ADJUDICATED EXCLUSIVELY IN THE MICHIGAN STATE OR FEDERAL COURTS, AND CONSENT TO THE JURISDICTION OF SUCH COURTS, ACKNOWLEDGE THAT VENUE IS PROPER THEREIN, AND WAIVE ALL OBJECTIONS THERETO. IN ADDITION, THE SHIPPER KNOWINGLY AGREES TO WAIVE ITS RIGHTS TO A TRIAL BY JURY IN REGARD TO ANY CLAIM OR ACTION RELATING TO THIS AGREEMENT, ITS ENFORCEMENT, OR A PARTY'S RIGHTS AND OBLIGATIONS HEREUNDER.

## **PART 5**

# Intermodal Motor Carrier Service Terms and Conditions

## **SCOPE AND APPLICATION OF PART 5 INTERMODAL MOTOR CARRIER TERMS AND CONDITIONS**

Part 5 of the Terms and Conditions contain Universal's rules, rates and charges applicable to Universal's function as a motor carrier or freight forwarder (domestic) (as those terms are defined in 49 U.S. Code § 13102) as part of a continuous Intermodal movement. In this Part, Universal as well as its applicable operating divisions, subsidiaries, agents, subcontractors, officers and assigns is referred to as ("CARRIER"). In this Part "PURCHASER OF CARRIER'S SERVICES" shall mean the individual and/or entity that contracts with CARRIER for motor-carrier services, or any other services agreed upon by CARRIER and said individual or entity, and/or which agrees to pay CARRIER for motor CARRIER services. In this Part, the term "Contract" refers to the terms included in only in this Part. The PURCHASER OF CARRIER'S SERVICES must arrange for the transportation of equipment before and/or after transportation by CARRIER, and CARRIER is not a party to or liable for any portion of such arrangements. Any specific provisions pertaining to intermodal freight shall take precedence over general provisions in this Contract, unless otherwise stated. A copy of this tariff is available to the PURCHASER OF CARRIER'S SERVICES upon request and is available on Universal's website.

For any shipments involving carriage within the United States of America where the Interstate Commerce Act (including the Carmack Amendment, 49 U.S.C. § 14706), Interstate Commerce Commission Termination Act, or any related statutes would otherwise be applicable, the terms of this Item shall continue to be construed as a contract for specified services provided under specified rates and conditions pursuant to 49 U.S.C. § 14101(b). The parties hereby expressly waive any and all rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act (the "Acts") as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq. including application of 49 U.S.C. § 14706. No Party shall challenge any provision of this Contract on the ground that any such provision or provisions violates the waived rights and remedies under the Acts.

PURCHASER OF CARRIER'S SERVICES expressly acknowledges and agree that the rights and liabilities of the parties are to be determined exclusively pursuant to the terms and conditions of this Contract. Liability and damages with respect to any claims for freight loss or damage shall be determined exclusively pursuant to the terms and conditions of this Contract. Consistent with this provision, PURCHASER OF CARRIER'S SERVICES hereby knowingly and voluntarily waives any and all claims for common law and/or equitable indemnification that it has or may have under state, federal or international law arising from or related to any freight loss, damage or delay claims against CARRIER.

By placing freight with us for transportation, PURCHASER OF CARRIER'S SERVICES agrees to abide by and be bound by the terms set forth in this Contract, and represent and warrant that PURCHASER OF CARRIER'S SERVICES has fully read the terms and conditions contained herein.

Except where there is a statute of compulsory applicability, with terms that cannot be modified by private contract, the sole remedy against CARRIER available for any loss or damage to cargo shall be a claim for breach of this contract. PURCHASER OF CARRIER'S SERVICES (and all parties tendering freight through the PURCHASER OF CARRIER'S SERVICES) expressly waives and releases any other claims it has or may have against CARRIER arising from or related to any intermodal transportation of cargo, specifically including but not limited to, any claim for freight loss or damage.

This Contract is intended for the sole benefit of CARRIER and the PURCHASER OF CARRIER'S SERVICES. Nothing contained in this Contract is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, or their permitted successors or assigns, any legal or equitable right, remedy or claim under this Contract. CARRIER shall have no liability to any person or entity that is not a party to this Contract. PURCHASER OF CARRIER'S SERVICES warrants it has authority to enter into this Contract and agrees to be bound by the terms of this Contract. The PURCHASER OF CARRIER'S SERVICES is responsible for ensuring that all such parties including the beneficial owner of the freight and shipper or consignee are given notice of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

**4100. GOVERNING TARIFFS**

This Contract is governed by, except as otherwise provided herein, the following publications or successive issues thereof:

NOMENCLATURE	TARIFF AND ISSUING AGENT
Classification, governing Mileage Guide	STB NMF 100 STB HGB 100

**4110. ACCESSORIAL CHARGES**

Accessorial charges will be assessed as listed in Addendum B for any service provided as a part of this item. For any accessorial items incurred and not listed in Addendum B, Addendum A or the applicable terms of this Contract will apply.

**4120. ADDITIONAL COPIES OF PROOF OF DELIVERY**

One proof of delivery will be provided with the invoice at no extra charge. All others will be provided at a surcharge as listed in the applicable Addendum.

**4130. ADDITIONAL LIABILITY TERMS**

- A. Excess Valuation Coverage, Blanket Coverage.
  - 1. Blanket Certificates for liability assumption above Standard Limits will be provided under conditions that will allow for a surcharge for the payment of the additional coverage.
  - 2. The issuance of the certificate will be by the Chief Executive Officer and will be subject to review for commodity identification, volume of business and other factors that may impact the level of coverage.
- B. Additional Liability Assumption
  - 1. Named Insured Certificates will be approved by the Chief Executive Officer.
- C. Damage to Premises or Property other than Goods
  - 1. Because third party contractors or others are frequently present at the time of delivery it is not always possible to establish who was responsible for loss or damage. Therefore CARRIER’s liability is limited as follows:
    - i. For loss or damage to premises or property other than goods for transportation as a result of CARRIER negligence or breach of contract, CARRIER’s liability shall be limited to repairing, to a reasonable standard, the damaged area only;
    - ii. If CARRIER causes damage solely as a result of transporting goods in the manner provided for as expressly instructed by of any other person or entity, CARRIER shall have no liability;
    - iii. Where CARRIER causes damage to premises or to property other than freight, the consignor must note this on the delivery receipt at the time of delivery, or, in the case of damage that is not readily observable, within five business days of discovery. Failure to do so will result in the denial of any resulting claim for loss or damage and waiver of this claim. In the absence of CARRIER’s prior written agreement to accept liability in a higher amount, CARRIER liability for causing damage to premises or property shall be limited to an aggregate maximum of \$5,000.

**4140. ADDITIONAL TERMS**

- A. For avoidance of doubt, all terms appearing in this Contract shall remain applicable to intermodal traffic, and shall continue to govern CARRIER’s rights and responsibilities except as specifically set forth herein.
- B. These limitations of liability shall extend and apply to any of CARRIER’s employees, agents, subcontractors, and subcarriers involved in the intermodal transportation of goods.
- C. All lawsuits for cargo loss, damage, or delay must be filed within the minimum time period permitted by any statute or treaty of compulsory applicability, or in the absence of any such time period, 9 months from the actual delivery date or the expected date of delivery.



- D. If intermodal cargo is moved under the terms of a through bill of lading issued by another carrier, such as an air or ocean carrier that has limited liability terms (including but not limited to a maximum value per pound or package limitation), CARRIER's released-value liability shall be no greater than the limitation of liability applicable to that bill of lading.
- E. In the event of an unlocated loss (where the cause cannot be determined by normal inspection), CARRIER shall have no greater liability for cargo loss or damages than any other participating carrier unless CARRIER has been found to be the sole proximate cause of the loss alleged.
- F. For avoidance of doubt, unless comparative fault is not permitted by applicable statute or treaty, CARRIER shall not be liable for any loss and damage to cargo and/or equipment, injury or death to any person, or loss and damage to property that is greater than the percentage of CARRIER's causal negligence in the event the loss of damage resulting from the concurrent negligence of CARRIER and any other participating in the intermodal movement including, but not limited to the shipper, the consignee, the PURCHASER OF CARRIER'S SERVICES and their respective employees, servants, contractors, invitees, directors, officers, or agents; or the negligence of any other carrier participating in the shipment.

**4150. ADMINISTRATIVE FEE**

In the event CARRIER pays any vendor on behalf of the PURCHASER OF CARRIER'S SERVICES, an administrative fee as outlined in the applicable addendum will apply.

**4160. APPLICATION OF RATES**

For the application of rates, a point is defined as a particular city, township, village, community, or other narrowly localized area such as a port or rail terminal.

The order of precedence in the application of rates is as follows:

- a. 5 digit zip code to 5 digit zip code
- b. Point to 5 digit zip code
- c. Point to point
- d. Point to County
- e. Point to 3 digit zip code prefix
- f. Point to Zone
- g. Point to state
- h. County to 5 digit zip code
- i. County to point
- j. County to county
- k. County to 3 digit zip code prefix
- l. County to zone
- m. County to state
- n. Zone to 5 digit zip code
- o. Zone to point
- p. Zone to county
- q. Zone to 3 digit zip code prefix
- r. Zone to zone
- s. Zone to state
- t. State to 5 digit zip code
- u. State to point
- v. State to county
- w. State to 3 digit zip code prefix
- x. State to zone
- y. State to State

**4170. ARRIVAL NOTICE**

- A. Actual tender of delivery at the consignee's location or interchange at port, rail, or yard constitutes the notice of the arrival of a shipment.
- B. If the shipment is not actually tendered for delivery, notice of arrival will be given to the PURCHASER OF CARRIER'S SERVICES not later than the next business day following the arrival of the shipment. The notice will be given by telephone, mail or computer. The notice,

however transmitted, will specify the point of origin, the consignor, the commodity and weight of the shipment.

- C. Unless otherwise agreed to in writing by an authorized officer of CARRIER (which shall not include any driver transporting freight for CARRIER), CARRIER does not agree to complete delivery to any named consignee by any specific timetable. Transportation and delivery by CARRIER will be performed with reasonable dispatch as conditions and circumstances allow.

**4180. BILL OF LADING**

- A. All shipments handled by CARRIER are governed by the Uniform Straight Bill of Lading Terms and Conditions shown in the National Motor Freight Classifications, except as modified by the rules, regulations and charges published in this Contract. No deviation from these standard terms and conditions will be applicable in connection with shipments handled by CARRIER except upon written agreement signed by an officer of CARRIER. Terms and conditions of preprinted bills of lading tendered to CARRIER by either the PURCHASER OF CARRIER'S services or other third party at the time of shipment and signed by CARRIER'S driver or dock worker will not apply except upon written agreement of an officer of CARRIER. CARRIER will accept all bills of lading so tendered by the PURCHASER OF CARRIER'S SERVICES at the time of shipment subject to the terms and conditions shown herein and as modified in this Contract.
- B. Driver signature on the bill of lading acknowledges receipt of freight only.
- C. CARRIER no longer accepts Section 7 provisions under any circumstances. Carrier bill of lading does not contain "Section 7" language and does not allow "Section 7" (non-recourse) election by shipper. If shipper uses a bill of lading other than Carrier's Bill of Lading and signs Section 7, the signature will be invalid.

**4190. BOBTAIL**

An additional charge per mile as listed in the applicable Addendum will be assessed when power equipment is requested to enter or exit a facility without an attached chassis.

**4200. BOLT SEAL**

Occurs when the PURCHASER OF CARRIER'S SERVICES requests a bolt seal be applied to the container. A bolt seal is a single use security seal that has a bolt that passes through the container or door latch on shipping containers. Charge is per occurrence.

**4210. CAPACITY LOADS**

- A. A separate Bill of Lading and Shipping Order must be used for each shipment and in no case may a single truckload shipment exceed the carrying capacity of the vehicle.
- B. Each and every standard truck bearing a capacity load of freight will be assessed freight charges based on the actual weight or the applicable truckload minimum weight, but not less than 40,000 pounds, whichever is greater and at the applicable truckload rate.
- C. The term "Capacity Load" of freight shall be considered to mean:
  - a. The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in shipping form tendered can be loaded in or on the vehicle; or
  - b. The quantity of freight which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight requires the entire capacity of standard vehicle; or
  - c. That quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of state or regulatory bodies.

**4220. CHAINS AND BINDER**

Occurs when a shipment requires additional securement to operate safely. Charge is per occurrence as specified in the applicable Addendum.

**4230. CHASSIS INSPECTION FEE**

Occurs when a chassis has been inspected by CARRIER or a third party. Charge is per occurrence as outlined in the applicable Addendum.

**4240. CHASSIS RENTAL**

- A. Chassis rental will be charged per calendar day, starting on the date of chassis outgated interchange and ending on the date of chassis ingated interchange. Chassis rental will be charged in full day

- increments to include the first and last day of usage, 3 day minimum. Chassis rental will not be charged on any movement that is a door move.
- B. If the PURCHASER OF CARRIER'S SERVICES has any agreement with the independent equipment provider, altering the application of rates or the provider to be used in each market, it is the PURCHASER OF CARRIER'S SERVICES responsibility to inform CARRIER of such agreements prior to the shipment.
  - C. The charges may be billed directly to PURCHASER OF CARRIER'S SERVICES separately from the normal freight charges. The PURCHASER OF CARRIER'S SERVICES will be responsible for all Chassis rental charges caused by this type of delay as outlined in Addendum B.

**4250. CHASSIS REPAIRS**

Charge is per occurrence as outlined in the applicable Addendum.

**4260. CHASSIS SPLIT**

When the date or location of the chassis interchange is different than the date or location of the container interchange, chassis split charges will apply as outlined in the applicable Addendum. These charges will apply on either the ingate, outgate, or both.

**4270. CLAIMS-FREIGHT LOSS AND DAMAGE**

- A. Subject to the provisions of this Contract, CARRIER shall be liable only to PURCHASER OF CARRIER'S SERVICES for loss or damage to freight occurring while in transit. CARRIER's liability to PURCHASER OF CARRIER'S SERVICES shall be limited to the actual value of freight lost or damaged by the negligent or willful conduct of CARRIER. For purposes of this Contract, "actual value" shall be construed to mean the manufacturing cost of the lost or damaged freight, or \$.60 a pound, whichever is less. While CARRIER is performing contract carriage under 49 U.S.C. 14101(b), CARRIER shall be entitled to raise all defenses that would otherwise exist under Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. 14706, including preemption of state-law claims. And CARRIER shall not be liable for any loss, damage, injury to, or delay of a shipment caused by an Act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of the shipper, the acts or omissions of any other party or their agents; failure to comply with CARRIER'S loading instructions; illegal acts; weather conditions; riots; labor strikes; public unrest; or when the freight is not in CARRIER'S exclusive possession.
- B. As a condition precedent for filing suit and any recovery, claims for freight loss, damage, or delay must be filed in writing by the PURCHASER OF CARRIER'S SERVICES with the CARRIER within nine months of the date of delivery, or date of scheduled delivery, whichever date is earlier. Claims must conform to the requirements of 49 CFR 370.3, and must: identify the shipment involved, assert liability for a specified amount of money, and be supported by copies of the bill of lading and delivery receipt. The time limit within which PURCHASER OF CARRIER'S SERVICES must institute suit against CARRIER to recover on a claim filed pursuant to this Section shall be two years and a day from the date PURCHASER OF CARRIER'S SERVICES receives a written disallowance of such claim from CARRIER.
- C. Claims for concealed freight loss or damage, including freight transported in sealed containers and/or involving a claim for seal tampering, must be reported to the CARRIER within 48 hours after delivery, and CARRIER must have an opportunity to inspect such shipments within 48 hours after receiving such a request.
- D. CARRIER has extended to the Purchaser of its services a discounted freight rate in exchange for the Purchaser of its services agreeing to limit CARRIER'S liability for freight loss, damage or delay to no more than \$100,000 per shipment, regardless of the quantity or quality of freight. As set forth in the subsequent paragraph, PURCHASER OF CARRIER'S SERVICES acknowledges that greater "actual loss" coverage commensurate with 49 U.S.C. section 14706 at a higher level of freight rate is available from CARRIER upon request and upon compliance with all requirements of Section 4270(E). PURCHASER OF CARRIER'S SERVICES represents and warrants to CARRIER, as a material term of this Contract, that PURCHASER OF CARRIER'S SERVICES has the requisite authority from all persons or companies tendering freight on PURCHASER OF CARRIER'S SERVICES's behalf under the terms of this Contract to agree to the terms of this limitation and that PURCHASER OF CARRIER'S SERVICES has provided these persons and companies with notice of this limitation and the opportunity to ship freight under alternative liability terms.

- E. CARRIER offers to PURCHASER OF CARRIER'S SERVICES the right and ability to hold CARRIER liable under 49 U.S.C 14706 for the full value of any and all freight hauled by CARRIER, in exchange for a higher freight rate, subject to the following conditions:
- (i) At least 7 business days prior to the releasing the freight for transportation, the PURCHASER OF CARRIER'S services must request in writing via directed to an authorized officer of CARRIER (which shall not include any driver transporting freight for CARRIER) requesting that CARRIER transport specifically identified freight subject to full liability for the value of the freight. At least three business days prior to the shipment, CARRIER will provide the Purchaser of its services with a freight rate for the transportation of the identified and valued freight; and
  - (ii) At least 2 business days prior to releasing the freight, the PURCHASER OF CARRIER'S services must acknowledge and accept in a writing directed to an authorized officer of CARRIER (which shall not include any driver transporting freight for CARRIER) the freight rate offered by CARRIER pursuant to paragraph (i); and
  - (iii) The PURCHASER OF CARRIER'S services must place the following notation on the bill of lading: "This shipment subject to full liability under 49 U.S.C. 14706."
  - (iv) In addition to the foregoing requirements, if the PURCHASER OF CARRIER'S SERVICES desires to tender a shipment requiring CARRIER liability in excess of \$100,000.00, the PURCHASER OF CARRIER'S SERVICES must indicate in writing on the bill of lading at the time of shipment the total dollar amount of excess coverage requested. The maximum excess liability is \$900,000 per shipment, for a total of \$1,000,000.00.
  - (v) CARRIER will assess an additional charge of \$150.00 for every \$100,000.00 in value up to a maximum of \$900,000.00 in additional coverage. Minimum charge of \$150.00. Such charge is in addition to the freight charges otherwise accruing to the shipment.
  - (vi) Failure to comply with all the above stated conditions will be deemed a waiver of any request for CARRIER'S full liability.
- F. **CARRIER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND ARISING FROM FREIGHT LOSS, DAMAGE OR DELAY, REGARDLESS OF NOTICE.**
- G. PURCHASER OF CARRIER'S SERVICES shall not dispose of, and shall not permit the disposal of, any damaged product without the prior written consent of CARRIER. CARRIER and PURCHASER OF CARRIER'S SERVICES may jointly determine whether the goods may be salvaged, and if salvageable, the value of such salvage. While awaiting inspection by CARRIER, the PURCHASER OF CARRIER'S SERVICES shall hold the packaging of the freight and its contents in the same condition they were in when damage was discovered. In the event CARRIER decides that salvage will be neither sought nor allowed, then such goods shall be destroyed and PURCHASER OF CARRIER'S SERVICES will provide, upon request, a certificate or statement confirming the destruction of such goods. Any salvage receipts shall be credited against PURCHASER OF CARRIER'S SERVICES claim, in partial satisfaction of its claim against CARRIER.
- H. If CARRIER receives a full truckload shipment that has been loaded, counted and properly sealed by the shipper, CARRIER will not be held responsible for shortages if: (1) CARRIER's driver indicates on the bill of lading the shipment is "SL&C", (2) the shipper's seal number(s) are noted on the bill of lading, (3) the trailer is delivered with original seal(s) intact.
- I. If CARRIER is the prevailing party on a cargo claim under this Section, in a court of law or arbitration proceeding, CARRIER shall be entitled to recover all of its expenses incurred in collecting its claim, including reasonable attorneys' fees, costs and interest from the date of delivery or scheduled delivery of the shipment. Notwithstanding the foregoing, if applicable state law imposes an obligation of mutuality, each party shall bear its own attorneys' fees and costs.
- J. PURCHASER OF CARRIER'S SERVICES agrees that it, and any other person or entity tendering freight to CARRIER on PURCHASER OF CARRIER'S SERVICES's behalf, are expressly prohibited from withholding payment of charges due to CARRIER and/or engaging in self-help in any kind. This shall expressly include, without limitation, attempts to offset, recoup, or otherwise elect not to pay charges due and owing to CARRIER. Should PURCHASER OF CARRIER'S SERVICES, or any other person or entity tendering freight to CARRIER on PURCHASER OF CARRIER'S SERVICES's behalf nonetheless withhold payment or engage in self-help of any

kind, CARRIER shall be entitled to indemnification from PURCHASER OF CARRIER'S SERVICES of all costs, fees (including attorneys' and expert-witness fees), expenses, and disbursements of any kind that are incurred due by CARRIER in any way related to the withholding of payment and/or self-help. CARRIER shall also be entitled to receive interest on the withheld amount, beginning on the original due date and continuing until full payment of all principal, fees, and costs, at a rate of 25% per annum (compounded annually), or the maximum interest rate authorized by applicable law, whichever is less and a late fee of 25% of the principal amount due. Cargo claims will be denied if freight charges for subject shipment are not paid or claimant account receivables are not current.

- K. In addition to the terms of the above Item 4270(E), CARRIER'S liability for loss or damage to any commodities for which the freight charges are determined by NMFC Class or Class Exception Ratings including FAK (Freight All Kinds) ratings is limited to the lesser of:
- (i) Invoice value of the commodities damaged or lost;
  - (ii) Limited liability provisions of the bill of lading (CARRIER's standard liability limits); or
  - (iii) Applicable limited liability provisions/released value provisions of the NMFC subject to the maximums by NMFC Class or Class Exception Rating as shown above in this Item, unless a higher value is declared on the original bill of lading and additional charges are paid pursuant to provisions contained in this Contract.
- L. CARRIER reserves the right to not assume higher liability limits than its standard limits.
- M. In addition to the above limits, CARRIER's entire liability for damages and shortages in any way related to movement of freight shall not exceed the greater of the shipping charges for the shipments involved or ten (10) percent of the debtor's total freight charges for the immediately preceding twelve (12) months.

**4280. COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**

This service is not provided. As such, CARRIER will not be liable for collecting any COD charges even if the bill of lading is designated as a COD delivery. If for any reason, this service is provided, charges will be assessed as listed in the applicable Addendum.

**4290. COLLECTION OF CHARGES**

- A. When the Bill of Lading and/or Shipping Order identifies a party other than the PURCHASER OF CARRIER'S SERVICES as being responsible for paying the freight charges, such party's name and address must be clearly shown in the body of the Bill of Lading and/or Shipping Order at the time of original tender, except for banks or freight payment auditors.
- B. Shipper guarantees to pay all lawfully accrued charges if the third party fails to do so within 30 days of invoicing.
- C. The non-recourse provisions of Section 7 of the Bill of Lading contract will be null and void on shipments tendered under the provisions of this item and/or Contract.

**4300. CONGESTION FEE**

Charge is per shipment as outlined in the applicable Addendum where the congestion of ports or rails is present in the marketplace.

**4310. CONSENT TO JURISDICTION**

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan without regard to its provisions concerning conflicts or choice of law to the extent Michigan law does not conflict with applicable federal or state regulatory laws governing CARRIER. Furthermore, the PURCHASER OF CARRIER'S SERVICES and CARRIER desire that the provisions of this Contract shall have precedence over any conflicting federal or state provisions governing or dealing with the specific provisions of this Contract. PURCHASER OF CARRIER'S SERVICES and CARRIER agree that, pursuant to 49 U.S.C. § 14101(b)(1), they expressly waive any and all rights and remedies under the Acts that are inconsistent with the express provisions of this Contract. PURCHASER OF CARRIER'S SERVICES shall not challenge any provision of this Contract on the ground that any such provision or provisions violate the waived rights and remedies under the Acts. English shall be the governing language of this Contract.

Any action to enforce or interpret this Contract shall be brought in the state or federal courts located in Macomb County, State of Michigan. PURCHASER OF CARRIER'S SERVICES expressly consents to the jurisdiction of the state or federal courts in Macomb County, State of Michigan and hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and shall not plead or claim, in any legal action or proceeding with respect to this Contract brought in any of the aforesaid courts, that any such court lacks jurisdiction over it. PURCHASER OF CARRIER'S SERVICES hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement in the courts referred to in this Section and hereby further irrevocably waives and shall not plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. It is specifically agreed that this Contract shall not be covered by nor construed in accordance with the terms of the United Nations Convention on Contracts for the International Sale of Goods.

**4320. CONTAINER CLEAN-UP**

Applies when a container has to be cleaned. Charge is per occurrence as outlined in the applicable Addendum.

**4330. CONTAINER REPAIRS**

Charge is per occurrence as outlined in the applicable Addendum.

**4340. CONTAINER SWEEP OUT**

Charge is per occurrence as outlined in the applicable Addendum.

**4350. CONTAINER WASHOUT**

Applies when the inside of a container has to be washed. Only where available, charge is per occurrence plus extra stop as outlined in the applicable Addendum.

**4360. CONTROL OF VEHICLE**

- A. Except as otherwise provided in EXCLUSIVE USE OF VEHICLE, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported and the CARRIER has control of the vehicle with the unrestricted right to
  - a. Select the vehicle for the transportation of a shipment.
  - b. Transfer the shipment to another vehicle.
  - c. Load other freight on the same vehicle.
  - d. Remove locks or seals applied to the vehicle.
  - e. Utilize the services of another CARRIER to handle all or part of the shipment.

**4370. CORRECTED BILLS OF LADING**

- A. Corrected bills of lading and corrected shipping orders, which change the terms or conditions of the shipment, will be accepted only under mutual consent. The published tariff charge applicable under the original terms of the shipment will apply.
- B. If driver is required to count or verify contents of load while loading or unloading, a charge shall apply per load as listed in the applicable Addendum.

**4380. COUNTY RATES APPLICATION**

When portions of a city are located in more than one county, the county in which the main post office is located shall be used.

**4390. CUSTOMS OR IN BOND FREIGHT**

- A. Shipments moving under United States customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purposes of this provision and subject to a per shipment charge as listed in the applicable Addendum.
- B. Line haul charges on shipments requiring the U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from points of U.S. Customs

- clearance to the final destination. No beyond line haul charges will apply when the final destination is located within the terminal service area of the points of U.S. Customs Clearance.
- C. Import freight moving in Bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in Bond.
  - D. Shipments moving under U.S. Customs Bond will not be allowed to stop in transit or split pick up or split delivery.
  - E. Goods not cleared through customs for any reason may be turned over to the customs authorities without any further responsibility on part of CARRIER.
  - F. Detention charges, if any will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs inspection will constitute tender of shipment for delivery.
  - G. Each IT permit (Immediate Transportation Permit) issued for movement of an In Bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply to shipments upon which charges are based on 20,000 pounds or more moving in Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.
  - H. Shipments tendered in a vehicle sealed by or at the instructions of the consignor or as required by competent authority, will be considered as fully loaded or loaded to capacity. On shipments cleared in route by U.S. Customs, and movement beyond such clearance does not require a seal. Normal rates and charges shall apply to the beyond point.
  - I. Shipments moving from the United States under Tar Carnet issued by the originating CARRIER are subject to a charge of per shipment as listed in the applicable Addendum, which will be in addition to all other lawfully applicable rates and charges.
  - J. When CARRIER is required to pick up shipping documents or U.S. Customs Release Forms for a non-Universal forwarder or broker for validation prior to pickup of a shipment, a charge of \$50.00 per shipment will apply.

#### **4400. CUSTOMS EXAM**

When CARRIER is requested to transport shipment to a US Customs Bonded Warehouse for a Customs Exam, a fee as outlined in the applicable Addendum will apply. In addition, applicable fuel surcharges will be assessed along with per diem that exceeds the allotted free time. Per Diem guarantee is required.

#### **4410. DELIVERY CHARGES**

In addition to line haul charges, a special charge of \$450 per shipment will apply to pickup or delivery from or to points and places where service is authorized by CARRIER'S certificates, but not directly accessible by truck service because of weight, size, hazardous material restriction or geographical location.

#### **4420. DEMURRAGE**

The charge assessed for holding Container Equipment beyond the Free Time, as expressed in calendar days, allowed by CARRIER for loading or unloading at a port.

If goods go into demurrage, CARRIER shall assume all rights of warehouseman. If goods are not claimed within (10) days after demurrage commences, CARRIER may exercise its warehouseman's right to sell or auction such goods. CARRIER may assert a general lien for charges and expenses in relation to other goods, whether or not these goods have been delivered by CARRIER.

#### **4430. DETENTION WITH POWER GENERAL PROVISIONS**

- A. When due to no fault, negligence or disability of the CARRIER, if the loading or unloading of freight is delayed beyond the free time of 1 hour, a charge for detention will be billed to the party that is responsible for the payment of freight charges.
- B. If the consignee requires notification before delivery for a stated period of time and unloading is delayed due to the PURCHASER OF CARRIER'S SERVICES failure to notate the Bill of Lading and Shipping Order with that requirement, the PURCHASER OF CARRIER'S SERVICES will be

held responsible for detention charges, and the non-recourse clause in the Bill of Lading contract will not apply.

- C. Where disputes arise about detention, CARRIER may not deliver the shipment to the consignee until all accrued detention charges are guaranteed to the satisfaction of the CARRIER.
- D. Nothing in this rule shall require the CARRIER to pick up or deliver at hours other than CARRIER'S normal Business hours. CARRIER operating outside of their normal business hours is solely in CARRIER'S discretion.

**4440. DETENTION WITH POWER, COMPUTATION OF TIME**

- A. Time consumed in loading or unloading shall commence from the time of arrival of the CARRIER'S vehicle and the presentation to the responsible party at the site that is available to load or unload and shall cease upon a signature being given the CARRIER by the PURCHASER OF CARRIER'S SERVICES upon completion of unloading, or the signing by the CARRIER'S representative of the Bill of Lading and Shipping Order on pickup.
- B. Where loading or unloading is performed on a pre-arranged schedule, and CARRIER'S vehicle arrives prior to the scheduled time, time shall run from the scheduled time or actual time loading or unloading commences, whichever is earlier.
- C. Where loading or unloading is to be performed on a pre-arranged schedule, and the CARRIER for any reason is unable to maintain such schedule, such mutually agreed alternative arrival time shall be used.
- D. When CARRIER'S employee interrupts loading or unloading to take any normal non-working periods, such time will be excluded from free time or detention time, if free time has been exceeded.
  - a. One hour free time shall be allowed for each vehicle, loading and/or unloading.

**4450. DETENTION, WITH POWER, CHARGES**

- A. When delay per vehicle beyond free time takes place the charge will be as listed in the applicable Addendum.
- B. If shipment remains undelivered despite CARRIER'S best efforts, and vehicle is remanded to CARRIER'S control, storage charges will begin when detention charges end.

**4460. DETENTION, VEHICLES WITHOUT POWER, GENERAL PROVISIONS**

- A. This rule applies when CARRIER'S vehicles without power units are delayed or detained on the premises of PURCHASER OF CARRIER'S SERVICES, or on other premises designated by them, or as close thereto as conditions will permit.
  - a. Requests by the PURCHASER OF CARRIER'S SERVICES for spotting or placing trailers must be made in writing in advance of the date of shipment and must be in CARRIER'S possession at time of shipment.
  - b. CARRIER will not move the trailer until such time as it has received notification that loading or unloading has been completed and the trailer is available for pick up. The PURCHASER OF CARRIER'S SERVICES, or other designated party may move the spotted trailer with its own power units, at its own expense and risk for the purpose of loading or unloading. Any damage to CARRIER'S trailer while at the PURCHASER OF CARRIER'S SERVICES' designated premises will be the PURCHASER OF CARRIER'S SERVICES' responsibility.
  - c. Loading or unloading will be performed by the PURCHASER OF CARRIER'S SERVICES, or other party designated by them. When CARRIER'S representative assists in loading, unloading or in checking the freight; the detention provisions governing vehicle with power units will apply. In the case of spotting for loading, the Bill of Lading must show "Shipper Load and Count".
  - d. CARRIER'S responsibility for safeguarding shipments loaded on or in trailers spotted under the provisions of this item shall begin when loading has been completed and the CARRIER takes possession.
  - e. CARRIER'S responsibility for safeguarding shipments unloaded from trailers spotted shall cease when the trailer is spotted at or on the site designated by PURCHASER OF CARRIER'S SERVICES.
  - f. Detention will be assessed against the party who will pay the freight charges.
  - g. Nothing in this provision shall require a CARRIER to pickup or deliver spotted trailers at hours other than CARRIER'S normal business hours. This shall not be construed as a



restriction on CARRIER'S ability to pickup or deliver spotted trailers at hours other than its' normal business hours.

**4470. DETENTION, WITHOUT POWER, COMPUTATION OF TIME**

- A. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.
- B. For trailers spotted for loading or unloading, time commences at the time of placement for loading or unloading as the case may be.
- C. Saturday, Sunday and holidays shall be included in the free time calculation.
- D. When a trailer is both loaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, the free time for loading shall not begin until free time for unloading has elapsed.
- E. Consignor shall notify CARRIER, the PURCHASER OF CARRIER'S SERVICES or other party designated by them, when loading or unloading has been completed and the trailer is available for pickup.
- F. When a spotted trailer is changed to a vehicle with power, free time shall cease at the time of the request. Detention provisions governing vehicles with power units will then apply.
- G. When prearranged scheduling has been made, time begins from the actual time of spotting if the CARRIER'S vehicle arrives later than the scheduled time. If the CARRIER'S vehicle arrives prior to the scheduled time, time shall begin at the scheduled time of actual time spotting commences whichever is earlier.
- H. Except for losses that are proximately caused by the acts or omissions of CARRIER, PURCHASER OF CARRIER'S SERVICES shall be liable for all loss or damage to CARRIER's spotted trailers regardless of whether such loss or damage occurs due to the acts or omissions of third-parties on non-parties.

**4480. DETENTION, WITHOUT POWER, CHARGES**

Detention charges after the expiration of free time apply as listed in the applicable Addendum.

**4490. DISPUTE RESOLUTION**

Except to the extent governed by federal law or international treaty, this Contract shall be deemed to have been drawn in accordance with the statutes and laws of the State of Michigan and in the event of any disagreement or dispute, the internal laws of the State of Michigan shall apply.

**4500. DRIVER ASSIST LOAD/UNLOAD**

A fee charged to the PURCHASER OF CARRIER'S SERVICES when a driver assists in the loading or unloading of freight onto/from a container, as well as when a driver is required to count items being loaded/unloaded into a container. Charged per hour as listed in the applicable Addendum.

**4510. DROP**

Charge is incurred when a container is dropped and not loaded or unloaded at the same time. Charged per hour and per container as listed in the applicable Addendum. Per Diem guarantee, as specified in this agreement, required.

**4520. DRY RUN**

- A. When CARRIER upon receipt of a request to pick-up a shipment and CARRIER have dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the CARRIER, the vehicle is not used or is rescheduled; a charge per vehicle will be assessed as listed in the applicable Addendum.

**4530. EQUIPMENT RENTAL**

Charge is per shipment when CARRIER rents any equipment to perform a move or service.

**4540. EXCLUSIVE USE OF VEHICLE**

- A. When the exclusive use of a vehicle is provided by the CARRIER at the request of the PURCHASER OF CARRIER'S SERVICES, the following provisions will apply:
  - a. The request must be given in writing or placed on the bill of lading and shipping order.
  - b. Charges are to be paid or guaranteed by the party requesting the services and non-recourse stipulation on the Bill of Lading will not apply.
  - c. Charges for this service will be a minimum charge of 150% of the freight charges.

**4550. EXPEDITED SERVICE**

- A. This provision applies when a specific request is made by the PURCHASER OF CARRIER'S SERVICES for expedited service in addition to the normal service of the CARRIER to meet specific pickup or delivery schedules.
- B. If multiple trucks are required to ship the product the charge will be applied to each truck use.
- C. When a shipment is tendered under this item the bill of lading and shipping order must be endorsed "EXPEDITED SERVICE REQUESTED" and the PURCHASER OF CARRIER'S SERVICES guarantees all freight charges.
- D. Unless already agreed upon, the charges shall be computed subject to a maximum of 500 miles per day for a single driver unit or for 1,000 miles per day for a team of two drivers. Relay equipment may be substituted in route if single driver units are used.

**4560. EXTRA STOP**

- A. Shipments received from one shipper at one point at one time for one consignee at one destination and covered by one bill of lading, may be stopped for partial loading and or partial unloading, subject to the following provisions:
  - 1. Each stop-off is limited to one placement of the truck.
  - 2. Stop-offs for partial loading or partial unloading will not be permitted on shipments moving "In Bond" or where Section 7 of the bill of lading has been executed.
  - 3. The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.
  - 4. The entire component parts of a shipment must be loaded and in transit before any stop is made for partial unloading.
- B. Each stop for either partial loading or partial unloading, but not both on the same shipment, will be subject to a stop-off charge per stop as listed in the applicable Addendum, excluding the stops for initial pick-up and final delivery.
- C. A vehicle transfer charge will be assessed for each transfer of a vehicle from one loading or unloading site to another as listed in the applicable Addendum.
- D. Line-haul charges will be determined as follows:
  - 1. Shipments will be rated as if the entire shipment moved from each place where any portion of the shipment is picked up to each place where any portion of the shipment is delivered and the highest of such charges will apply to the entire shipment. In determining charges, apply rates in effect on date of shipment from point of origin.
  - 2. Point to Point Rates (Specific Commodity Rates): If the total distance from initial origin to final destination via the stop-off point or points exceeds 105% of the shortest route mileage from initial origin to final destination, or if the route movement, by virtue of the content of hazardous materials, or because of over-weight or over-dimension, or the closing or prohibition of use of bridges, tunnels, or highway section by any public authority, that distance in excess of 105% will be charged per mile as listed in the applicable Addendum, but total freight charges to be not less than provided in D1 above.
  - 3. Distance Commodity Rates: Charges on shipments stopped for completion of loading or partial unloading shall be assessed on the basis of the applicable truckload rate and minimum weight (or actual weight if greater). The mileage to be used to determine the charge is the mileage from the original point via the stop-off points determined via the order of stop-off(s) as loaded for delivery by the PURCHASER OF CARRIER'S services. The greatest mileage between any point of loading and any point of unloading will determine initial origin and final destination.
- E. Conditions:
  - 1. Consignor must prepay all charges and only one freight bill will be issued for the entire shipment. However, charges may be collected when they are guaranteed by the consignor and so noted on the bill of lading at the time of shipment. All charges to be collected from the consignee at final destination.
  - 2. When bill of lading requires stop-off to unload a component part of the shipment and CARRIER is unable during business hours to effect delivery of such freight at the point of place of stop-off, that undelivered portion of such shipment shall then be subject to rules and regulations governing unclaimed freight, storage and delivery of freight, to the extent that services are applicable.

3. Except where shipment consists of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by the consignor in such manner that each lot of freight intended for delivery at a particular point or place of stop-off will be readily distinguishable from all other freight in the shipment.
4. For CARRIER'S convenience, any portion of the shipment may be picked up, transported, or delivered, in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.
5. Arrangements for any stop-off service provided in this item must be made with the CARRIER before shipment, or any portion thereof, is tendered for transportation.
6. The entire portion of shipment to be picked up must be available for pickup at time of tender.
7. The PURCHASER OF CARRIER'S SERVICES must tender the part lots in the order required by the CARRIER.
8. The party or parties authorized and designated by the PURCHASER OF CARRIER'S SERVICES to accept or tender freight at a point or place of stop-off may be the same or other than the billed the PURCHASER OF CARRIER'S SERVICES.
9. Charges also apply to transportation of empty returns to marine terminal subject to applicable fuel surcharge.
10. The bill of lading shall designate the following:
  - a. Stop-off point or points and places.
  - b. The weight, quantities, marking and description of articles to be loaded or unloaded.
  - c. The name and address of the party authorized to tender freight or to accept freight for unloading at point or place of stop-off.

**4570. FLIP/LIFT CHARGE**

Applies when a container needs to be moved from one chassis to another. Charge is per occurrence as invoiced with the addition of an administrative fee as outlined in the applicable Addendum.

**4580. FORCE MAJEURE**

Without prejudice to any rights or privileges of the CARRIER's under covering bills of lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, rail congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the CARRIER's operations, the CARRIER shall not be held liable or responsible to the PURCHASER OF CARRIER'S services for failure or delay in fulfilling or performing any obligation under this agreement, provided, however that CARRIER shall continue performance hereunder with reasonable dispatch whenever such causes are removed. CARRIER shall provide written notice of any delay or failure to perform that occurs by reason of force majeure.

**4590. FUEL SURCHARGE**

Total line haul charges as shown on the freight bill will be increased according to the schedule outlined in Addendums C, D, and E as applicable, with said surcharge amount shown as a separate line item on the freight invoice.

**4600. GATE FEE**

An expense charged to the PURCHASER OF CARRIER'S SERVICES when a gate fee is paid to a depot on behalf of the PURCHASER OF CARRIER'S SERVICES in order to retrieve/terminate a container. Applies per occurrence as outlined in the applicable Addendum.

**4610. GENERAL APPLICATION OF RATES**

- A. Line-haul charges from or to points where direct service is authorized by CARRIER'S certificates will not apply from or to points not directly accessible to truck service because of weight, size or hazardous material restrictions, or because of geographical location. For such points, line haul charges will apply to the point of transfer to other transportation for delivery only. Additional transportation and delivery charges will apply (see Item 4410).

- B. Rates published “for the Account of” will apply only when freight charges are paid by the named account. Rates published “From the Facilities of” apply when freight originates at that specific location, without regard to the party responsible for payment.
- C. Except as provided above, “Freight All Kinds” (FAK) rates will not apply when rates are published in the same or any other applicable tariff on commodities specifically named.

**4620. HARBOR WAIT TIME**

Charge is per terminal visit at the ports of Long Beach and Los Angeles when a driver is unable to pickup the container from the port at the scheduled time, the day for which is caused by congestion present in the marketplace or any delays outside of CARRIER control as outlined in the applicable Addendum.

**4630. HAZARDOUS MATERIALS**

- A. Shipments of hazardous materials will be subject to an additional charge as listed in the applicable Addendum, per shipment per vehicle used. Line-haul rates and the additional charge for hazardous materials will be computed over the actual route of movement when specific routing is mandated by Local, State or Federal governments.
- B. PURCHASER OF CARRIER’S SERVICES is responsible for providing CARRIER with a current Material Safety Data Sheet for each hazardous material to be transported and for providing CARRIER with a properly completed hazardous material manifest.

**4640. INSURANCE COVERAGE**

Insurance Certificates will be provided at PURCHASER OF CARRIER’S SERVICES request. The certificate will include all General Liability, Automobile Liability, Motor Truck Cargo and certain other coverage where necessary. At the PURCHASER OF CARRIER’S services request, they will be shown as a certificate holder.

For any coverage above standard limits, additional charges will apply as outlined in the applicable addendum.

**4650. LAYOVER**

An expense charged to the PURCHASER OF CARRIER’S SERVICES when a driver is required to stop/rest due to running out of legal driving hours. Applies to moves with one-way miles of 250-275, but may apply to shorter lanes if the driver runs out of legal driving hours for the day of the move. Charges apply as listed in the applicable Addendum.

**4660. LOAD LOCKS**

Charge is per load bar/lock as listed in the applicable Addendum when load locks are requested or required by Shipper.

**4670. LUMPER SERVICE**

Charged for costs incurred in obtaining extra labor, plus an administrative charge as listed in the applicable Addendum.

**4680. MILEAGE COMPUTATION**

- A. Mileage shall be computed from the point of loading to the points of unloading by the practical direct highway miles, and shall be calculated using PC Miler, versions updated as they become available.
- B. EXCEPTIONS  
When stopping in transit to load or unload part of the load, the mileage to be used to determine the charges is the aggregate of the mileage from the origin point of the shipment to the final destination via the stop-off points. Mileage required by the order of loading or unloading and as specified on the Bill of Lading shall be used to determine the applicable charges.  
If after receipt of the shipment by the CARRIER and while in route, the PURCHASER OF CARRIER’S SERVICES requests stopping in transit in a different order of unloading or loading than as received and specified on the bill of lading, the aggregate mileage of the new route of movement shall apply. There will be an additional reconsignment charge as listed in the applicable Addendum for labor required to unload, shift or reload the freight to accomplish out-of-sequence deliveries. These charges shall be in addition to all other charges.

- a. If the route of movement by virtue of the content of hazardous materials, or because of being overweight or over dimension, the closing or prohibition of use of bridges, tunnels, or highway sections requires a longer route by the Public Authority, charges based on mileage of the required longer route shall apply.
- b. CANADIAN CROSSING: In the absence of the PURCHASER OF CARRIER'S SERVICES routing on shipping order, border-crossing point will be selected by CARRIER.
- c. MEXICAN CROSSING: In the absence of PURCHASER OF CARRIER'S SERVICES routing on shipping order, border-crossing point will be selected by CARRIER.

**4690. MINIMUM CHARGE**

When a minimum charge is assessed, the charge is exclusive of any accessorial charges including, but not limited to stop offs, storage, and chassis rental fees. All accessorial charges will be billed in addition to the minimum charges.

**4700. ORAL CONTRACT DISCLAIMER/ENTIRE AGREEMENT**

Except as otherwise provided in this provision, all shipments tendered to CARRIER will be transported, subject to the rates, rules and regulations provided in this Contract or any addendum or subsequent revisions thereto. Such rates, rules and regulations may not be negated or superseded by any claimed oral contract, promise, representation, or understanding between the parties. Rates, rules and regulations negotiated with the PURCHASER OF CARRIER'S SERVICES, which are not contained in this Contract, will become effective only upon the execution of a written contract between the officers of CARRIER and the PURCHASER OF CARRIER'S services containing such rates, rules and regulations.

In the absence of a separate written contract executed between an officer of CARRIER and the PURCHASER OF CARRIER'S SERVICES, which contains terms and conditions contrary to the provisions of this Contract, this Contract represents the entire understanding of the parties and cannot be amended except in writing signed by both parties. All prior discussions, understandings, negotiations and agreements are merged herein. All prior oral or written agreements between the parties are hereby canceled. The provisions of this Contract shall be binding upon the heirs, personal representatives, successors, assigns, and receivers of PURCHASER OF CARRIER'S SERVICES, and PURCHASER OF CARRIER'S SERVICES represents and warrants, as a material term of this Contract, that it has all necessary authority to bind such persons and entities. In the instance of force majeure, this Contract shall govern.

**4710. OVER DIMENSION, ESCORT CAR AND FLAGMAN CHARGES**

- A. Arrangements for transporting shipments that contain articles, any of which exceed one or more of the following dimensions.
  - (1) Nine (9) feet in height.
  - (2) Eight (8) feet, Six (6) inches in width.
  - (3) Forty-five (45), (48) or (53) feet in length or any distance beyond the floor of the trailer.
- B. Such shipments that are accepted will be subject to a minimum weight of 40M or actual weight and freight charges will be assessed at the applicable rate.
- C. When the weight of the articles exceeds Federal, State or Municipal weight regulations, freight charges will be assessed in accordance with the weight of the article and the percentage of the applicable rate as follows as listed in the applicable Addendum.
- D. When the weight of the articles requires the use of specialized trailers, said equipment will be brought empty to the shipping location at the request of the PURCHASER OF CARRIER'S SERVICES for an additional charge of \$1.40 per mile plus \$75 per day per diem, if needed due to over dimension, from the equipment's terminal of origin to the shipping point. For the purpose of this item, specialized equipment will be defined as flatbed or removable side trailers with five or more axles. If the nature of the specialized equipment, in order to comply with Federal, State or Municipal regulation, require use of special highway permits to facilitate the empty movement of the equipment from terminal or origin to the shipping point, then CARRIER will secure permits as an agent for the PURCHASER OF CARRIER'S SERVICES and assess charges equal to the cost of each permit. Permits secured for the empty movement of equipment will not be subject to an additional service charge.

- E. Where regulations or laws of any Federal, State or Municipal government or any subdivision thereof, require use of special highway permits and/or the pilot cars or escort service, CARRIER will, upon request of the PURCHASER OF CARRIER'S SERVICES, and as agent for them, engage a third person to perform this service. All charges of the third person must be paid by the PURCHASER OF CARRIER'S SERVICES and are in addition to all other lawful charges in the rules and regulations. Such charges may be advanced by the CARRIER and billed to the PURCHASER OF CARRIER'S services at actual cost of the service plus a 20% service charge. These charges shall be in addition to all other applicable charges and shall be shown separately on the freight bill.
- F. Shipments requiring over-weight bonds or over-dimensional permits, the actual cost plus a 20% service charge of the bond or permit for each state or city shall be added to the freight bill subject to a minimum charge of \$75.00 for each bond or permit. When the permit specifies route of the movement that shall be used in transporting the shipment, all tolls or fees paid by CARRIER for the use of bridges, ferries, tunnels or highway shall be in addition to all other applicable charges and shall be shown separately on the freight bill.
- G. When upon request of the PURCHASER OF CARRIER'S SERVICES or if required by Federal, State, or Municipal regulations or laws, the shipment must be transported via specified accessible route, the mileage, for the purpose of determine the rate applicable, shall be computed via such route.

**4720. OVERWEIGHT**

All shipments exceeding the Truck Axle Weight Limits by State as imposed by the states shipment is moving through will be assessed overweight charges as outlined in the applicable Addendum.

**4730. PACKAGING & LABELING BY THE SHIPPER**

All shipments must be packaged securely and properly labeled, and accompanied by a bill of lading completed by the PURCHASER OF CARRIER'S SERVICES. CARRIER shall not be responsible for any loss, damage, penalty or fine that may be caused by the shipper's failure to properly package and label the shipment, or from the shipper's failure to provide CARRIER with the complete and accurate bill of lading.

**4740. PALLET EXCHANGE**

Service not provided. CARRIER will not be responsible for any pallet exchange or return.

**4750. PALLETS, PLATFORMS, OR SKIDS**

- A. Any request or provisions noted on the bill of lading or shipping order at the time of movement requesting the return of these shipping devices shall be deemed to be for informational purposes only, and it will not be binding upon the CARRIER to accomplish or comply with such request or provisions to complete the contract of carriage on the shipment.
- B. Weight and space for pallets, platforms, skids, packaging will be considered, for rating purposes, as a part of the shipment. These items will be assessed at the rate applicable to the articles being transported.

**4760. PAYMENT OF FREIGHT CHARGES**

- A. When the payer of the freight charges fails to make payment in 30 days, the following can be assessed on each unpaid freight bill, in addition to all other lawful freight and accessorial charges as provided in these Rules and Regulations:
  - (1) Interest of 25% per annum (compounded annually) on the unpaid balance, minimum charge \$100.00, or the maximum amount allowed by applicable law, whichever is less, plus the reimbursement for all collection and legal costs, including reasonable attorneys' fees.
  - (2) And a late fee of 25% of the principal amount due.
- B. This item is only applicable to the nonpayment of original, separate and independent freight bills and does not apply to the aggregate "balance due" claims sought for a collection on any past shipments by a bankruptcy trustee, or any other person or agent.
- C. The PURCHASER OF CARRIER'S SERVICES shall be liable, jointly and severally with the consignee, consignor and any other responsible party, for all unpaid charges on account of a shipment and, to pay and/or indemnify CARRIER for all claims, fines, penalties, damages, costs and other sums, including attorneys' fees, which may be incurred by CARRIER by reason of any violation of the shipment contract/tariff or any other default of the PURCHASER OF CARRIER'S

SERVICES or their agents. Regardless of which party is initially invoiced however, the Shipper, Consignee, and any Third Party remain jointly liable for all charges. In the event Shipper, Consignee, or Third Party primarily responsible for payment does not pay applicable charges within normal terms, the other parties shall remain liable for all charges. Under this paragraph, CARRIER is entitled to recover all of their costs, including attorneys' fees, of collecting delinquent freight bills.

- D. Rates and charges named or provided in this document are in U.S. Currency for shipments moving wholly within the U.S.A. and for shipments moving between the U.S.A. and Canada. Rates and charges for Canadian Domestic Shipments are in Canadian Currency.
- E. Remitting Payments: When remitting freight charges, PURCHASER OF CARRIER'S SERVICES must provide remittance. Notwithstanding this requirement, payments may be allocated pursuant to provisions of paragraph (F) of this Item
- F. Allocation of Payments: When freight is tendered to CARRIER subject to provisions of this rules tariff, PURCHASER OF CARRIER'S SERVICES authorizes CARRIER to allocate payments and credits in a way that is most favorable to or convenient for CARRIER and grants CARRIER full discretion as to how payments are applied. For example, PURCHASER OF CARRIER'S SERVICES authorizes CARRIER to apply payments and credits to oldest balances before CARRIER applies them to more recent freight charges.
- G. Offsetting Charges Not Allowed: PURCHASER OF CARRIER'S SERVICES shall not offset from or delay the payment of lawfully established transportation charges due CARRIER as a result of any overcharge claim, charge-back, duplicate payment, or loss and/or damage cargo claim. A formal claim shall be filed and processed separately.
- H. Payment in Full: Any attempt to discharge an outstanding debt to CARRIER by marking a payment of less than full outstanding balance "paid in full" or "accord and satisfaction" or similar language will be null and void.
- I. Where claims of any kind have been filed with CARRIER for specific shipments, if the claimant involved has open invoices with CARRIER that are more than 60 days old, CARRIER will offset amounts determined due on the claim against outstanding amounts receivable.
- J. On any charges where approval has been requested in writing for lawfully valid charges and the PURCHASER OF CARRIER'S SERVICES has failed to respond, after three attempts without response, the charges will be considered approved and the CARRIER will invoice and collect payment on said charges in the same manner as if they charges had been approved in writing.
- K. Any and all disputes for any charges must be submitted to CARRIER within 30 days of the date of invoice. CARRIER will not accept any disputes after the expiration of the dispute period. PURCHASER OF CARRIER'S SERVICES waives and releases any disputes to charges that it fails to submit within the 30 day dispute period..

**4770. PEAK SEASON SURCHARGE**

A fee charged to the PURCHASER OF CARRIER'S SERVICES for the movement of containers during times of high volumes/demand, as defined by either CARRIER or the rail with notification of this defined period sent to the PURCHASER OF CARRIER'S SERVICES.

**4780. PER DIEM**

- A. With respect to any shipment for which vessel operating common carrier (VOCC) equipment is used, the Shipper, the Consignee, and the signatory of the equipment interchange agreement, if any, are jointly and severally liable for the payment of all per diem charges that may be imposed with respect to the use of VOCC equipment. The liability will be imposed notwithstanding whether these parties have executed an equipment interchange agreement with the vessel operating common carrier and notwithstanding whether any equipment interchange agreement pertaining to such equipment provides for such liability.
- B. Per Diem will be charged after the expiration of 3 free days starting on the date of container outgated interchange and ending on the date of container ingated interchange. Per Diem will be charged in full day increments to include the first and last day of usage, 1 day minimum.
- C. If the PURCHASER OF CARRIER'S SERVICES has any agreement with the VOCC altering the application of free time or rates, it is the PURCHASER OF CARRIER'S SERVICES responsibility to inform CARRIER of such agreements prior to the shipment.
- D. The charges will be billed directly to PURCHASER OF CARRIER'S SERVICES separately from the normal freight charges. The PURCHASER OF CARRIER'S SERVICES will be responsible for all per diem charges caused by this type of delay as outlined in Addendum B.

**4790. PERMIT SERVICES**

Permit, escort services arranged by the company will be charged with a 20% service fee add on to compensate for the administration cost of securing and acquiring required permits.

**4800. PIERPASS/CLEAN TRUCK FUND**

Charge applies when PierPass or Clean Truck Fund charges are paid on the PURCHASER OF CARRIER'S SERVICES behalf.

**4810. PIER TERM**

A fee charged to the PURCHASER OF CARRIER'S SERVICES when a container is not able to return to the port/rail/yard immediately after completion of the move. A pier termination fee will be charged to return a container at a later date. Charge is per occurrence as listed in the applicable Addendum.

**4820. PLACARDS**

A fee charged to the PURCHASER OF CARRIER'S SERVICES when placards either need to be removed or installed. Charge is per occurrence as listed in the applicable Addendum.

**4830. POWER UNIT TRACKING**

- A. Satellite Motor Surveillance Service
  - (1) Satellite Motor Surveillance Service (SM OR SNS) is a service used in the commercial truck movement of certain shipper selected material. The purpose of the service is to provide the shipper or consignee with truck or container location reports, in transit status changes and emergency situation notification.
  - (2) A SM or SNS vendor is a commercial company utilized by the carrier to assist in providing SM or SNS service to the PURCHASER OF CARRIER'S SERVICES. Utilizing any technical means that meets the requirements set forth in this Rule.
  - (3) Use of SM or SNS is for informational, tracking and notifications purposes only, and shall not be considered an additional transportation security measure or service.
- B. PURCHASER OF CARRIER'S SERVICES requirements
  - (1) When SM or SNS is required the PURCHASER OF CARRIER'S SERVICES, shipper or consignee shall notify the carrier 48 hours before tender of the shipment to CARRIER.
  - (2) Confirmation to pay the additional charges negotiated between CARRIER and PURCHASER OF CARRIER'S SERVICES as discussed below.
- C. CARRIER Charges
  - (1) In addition to all other charges for transportation, charges for shipments on which SM or SNS is provided shall be negotiated between the CARRIER and PURCHASER OF CARRIER'S SERVICES as of the time of shipment tender and noted on the bill of lading or confirmed in writing.

**4840. PREPAYMENT OR GUARANTEE OF CHARGES**

- A. Unless otherwise provided, shipments will be accepted subject to the following provisions:
  - (1) A "PREPAID SHIPMENT" is one on which the charges for transportation service 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 consignor. Notwithstanding the consignor's primary payment responsibility, both consignor and the consignee are liable for payment of the CARRIER'S freight charges considering that the PURCHASER OF CARRIER'S SERVICES, consignor, and the consignee receive the benefit of the CARRIER'S services. Thus, if the consignor does not pay the charges within the CARRIER'S payment terms, for any reason, including insolvency, the charges may be reversed to PURCHASER OF CARRIER'S SERVICES and/or the consignee and become the PURCHASER OF CARRIER'S SERVICES and the consignee's responsibility for payment.
  - (2) A "COLLECT SHIPMENT" is one in which the charges for transportation services, including accessorial services, are rendered at the request of the consignee or requested by the consignor for the consignee, are to be paid by the consignee. Notwithstanding the consignee's primary payment responsibility, the PURCHASER OF CARRIER'S SERVICES, consignor, and the consignee are liable for payment of the CARRIER'S freight charges considering that the PURCHASER OF CARRIER'S SERVICES, the consignor, and the consignee received the benefit of the CARRIER'S services. Thus, if the consignee does not pay the charges



within the CARRIER'S payment terms, for any reason, including insolvency, the charges may be reversed to the PURCHASER OF CARRIER'S SERVICES and the consignor and become the PURCHASER OF CARRIER'S SERVICES and the consignor's responsibility for payment. The consignor and/or the PURCHASER OF CARRIER'S SERVICES acknowledge that it acts as a limited agent for the consignee in procuring transportation services and that it has been provided with no limitation by consignee with respect to the liability terms for the engagement of the CARRIER.

- (3) A "THIRD PARTY PAYOR SHIPMENT" is one for which the charges for transportation services, including accessorial services, are rendered at the request of the consignor and/or the consignee are to be paid for by a third party. Third parties are often firms such as logistics companies (3PL's), brokers or other intermediaries who provide services of/to consignors and/or the consignees. Notwithstanding a third party's primary payment responsibility, both consignor and the consignee remain liable for payment of the CARRIER'S freight charges considering that all parties receive the benefit of the CARRIER'S services. Thus, if the third party does not pay the charges within the CARRIER'S payment terms for any reason, including insolvency, the charges may be reversed to the PURCHASER OF CARRIER'S SERVICES, the consignor, or the consignee or all three if any fail to pay. It is a recognized risk to consignors and the consignee dealing with third parties that, should the third party fail to pay a valid freight bill, the PURCHASER OF CARRIER'S SERVICES, the consignors, and the consignees remain liable for payment to the CARRIER. This is the case even if the consignor or the PURCHASER OF CARRIER'S SERVICES has already forwarded payment to the third party and the third party fails to pay the CARRIER.
- (4) If the PURCHASER OF CARRIER'S SERVICES is a third party freight broker or any form of third party logistics provider, by placing freight with CARRIER, PURCHASER OF CARRIER'S SERVICES acknowledges CARRIER'S right to pursue unpaid freight charges from the consignor or consignee should the PURCHASER OF CARRIER'S SERVICES not make payment within 30 days. This term supersedes and takes priority over any separate contract with the CARRIER and any terms or rules promulgated by the broker or third party logistics provider.
- (5) If, in the judgment of the CARRIER picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.
- (6) If a shipment is required to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the CARRIER picking up the shipment at origin and the consignor guarantees to pay the charges if the PURCHASER OF CARRIER'S SERVICES fail to do so within the time allowed under the credit policy. Such a shipment will not be accepted as a collect shipment if the consignor executes Section 7 of the Bill of Lading.
- (7) CARRIER shall have 3 years from the date of shipment to file a claim with the consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES for undercharges or other charges in addition to its original freight charges. The consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES shall have 30 days from the date the original freight bill and all supporting documentation was received to file a claim with CARRIER for overcharges, except that claims resulting from duplicate payments may be filed by PURCHASER OF CARRIER'S SERVICES at any time. All overcharges, unidentified and duplicate payment claims shall be processed by CARRIER in accordance with 49 CFR Part 378. Carrier will not open new overcharge claims on any invoice for which a closed overcharge claim exists.
- (8) CARRIER must bring a civil action to recover charges for transportation or service provided by CARRIER to the consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES pursuant to this Contract within 4 years from the date of shipment. The consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES must bring a civil action to recover overcharges from CARRIER within eighteen (18) months from the date such entity receives written notification of its claim for overcharges. Any demand for payment after this limitation shall be considered time barred and void.

**4850. PREPULL**

Per occurrence when CARRIER pulls container out of the rail or port to help the PURCHASER OF CARRIER'S SERVICES avoid demurrage/storage charged, loaded or empty, subject to applicable fuel surcharge.

**4860. PRESTAGE**

A fee charged to the PURCHASER OF CARRIER'S SERVICES when a grounded container needs to be loaded to a chassis at a rail, prior to the drayage service being performed.

**4870. PROHIBITED OR RESTRICTED ARTICLES**

- A. The following property will not be accepted for shipment nor as premiums accompanying other articles:

Bank Bills	Museum Exhibits or Articles of Antiquity
Notes	Drafts
Original Works of Art	Letters
Valuable papers	
- B. Additional prohibited articles: pharmaceuticals, prohibited or stolen goods, illegal drugs, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition, Jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, tickets, stamps, coins, or goods or collections of any similar kind. Goods likely to encourage vermin or other pests or to cause infestation or contamination.
- C. Articles of extraordinary value (i.e. articles tendered with an invoice value exceeding \$100,000 or \$10.00 per pound per package, whichever is less) will not be accepted for shipment or as premiums accompanying other articles, unless PURCHASER OF CARRIER'S SERVICES has first complied with Section 4270(E) herein.
- D. CARRIER is not obligated to receive freight, liable to impregnate or otherwise damage other freight or CARRIER'S equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment", or may, for lack of suitable equipment, be refused.
- E. CARRIER shall not be liable for any loss or damage to any prohibited or restricted articles should the consignor tender such articles to CARRIER in contradiction of this provision. The PURCHASER OF CARRIER'S SERVICES agrees to defend, indemnify and reimburse CARRIER for any physical harm, damage or liability that may result in any way from the transportation of any prohibited or restricted article as identified above.

**4880. PULL**

Charged when a container is pulled and taken to be loaded or unloaded per the applicable Addendum.

**4890. RAIL STORAGE**

A fee charged to the PURCHASER OF CARRIER'S SERVICES when a container is not moved out of the rail or port within the allowed free days. This charge is paid to the rail or port for the space used to store the container. Rail Storage will be assessed based on charges incurred by CARRIER plus an administrative fee of 20%.

**4900. RATE CONFIRMATION**

When an individual shipment is tendered on a rate confirmation, the individual shipment shall be subject to the rate or charge contained on the rate confirmation sheet and will prevail over all conflicting rates and/or charges published in any other applicable contract or pricing schedule/tariff.

If the rate confirmation is prepared by Shipper, or a third party acting on behalf of Shipper, CARRIER'S signature on the rate confirmation only evidences CARRIER'S acknowledgement and agreement to the transportation rates and charges thereon and does not constitute approval of any other provisions set forth on the rate confirmation sheet. Such other changes can only be approved in writing signed by an officer of the CARRIER.

**4910. RECONSIGNMENT OR DIVERSION**

- A. Definitions of Reconsignment or Diversion: For the purpose of this rule, the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:
  - 1. A change in the name of the consignor or consignee.
  - 2. A change in the place of delivery within the original destination point.
  - 3. A change in the destination point.
  - 4. Relinquishment of a shipment at point of origin.
- B. Conditions:

1. Requests for reconsignment must be made in writing or confirmed in writing. The CARRIER must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.
  2. CARRIER will make a diligent effort to execute a request for reconsignment but will not be responsible if such service is not affected.
  3. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the CARRIER before reconsignment will be made.
  4. Only entire shipments, not portions of shipments may be reconsigned.
  5. An order for reconsignment of a shipment moving under uniform bills of lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed or exchange.
- C. Charges for this service are as listed in the applicable Addendum for the mode of service provided.
- D. Where request is made by the PURCHASER OF CARRIER'S SERVICES, before a shipment has left CARRIER'S terminal at point of origin for return of a shipment to the original place of shipment, or delivery thereof to another CARRIER at point of origin, or relinquish possession to the PURCHASER OF CARRIER'S SERVICES or another CARRIER at CARRIER'S terminal, such service will be subject to charges as listed in the applicable Addendum.

**4920. REEFER REFUEL**

An expense charged to the PURCHASER OF CARRIER'S SERVICES when a driver is required to add reefer fuel to the equipment in order to fulfill the delivery without spoilage. May occur when a refrigerated container is being stored by CARRIER and requires additional reefer fuel to maintain temperature. Charge is per occurrence as outlined in the applicable Addendum.

**4930. RELOAD**

Charge is per shipment where freight is loaded onto container at same location of delivery as outlined in the applicable Addendum.

**4940. RESIDENTIAL**

A fee charged to the PURCHASER OF CARRIER'S SERVICES for delivery to a residential area per shipment as listed in the applicable Addendum.

**4950. SCALE STOP**

An expense charged to the PURCHASER OF CARRIER'S SERVICES when a driver is required to stop out of route for a weight check where no scales are located in area or on route. Charge is per stop as listed in applicable Addendum.

**4960. SCALE TICKET**

An expense charged to the PURCHASER OF CARRIER'S SERVICES when a driver is required to stop for a weight check on route. Charge is assessed as incurred by CARRIER plus the assessment of an administrative fee.

**4970. SHIPMENTS INVOLVING AIR CARRIAGE TO OR FROM THE UNITED STATES OF AMERICA**

- A. For shipments involving air carriage to or from the United States of America, carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Convention.
- B. To the extent not in conflict with the foregoing, except where there is a legal regime of compulsory applicability, all carriage hereunder and all services performed by CARRIER shall nonetheless be subject to these terms and conditions.
- C. Except as otherwise provided herein, in carriage to which the Montreal Convention does not apply, our liability for consignments lost, damaged, or delayed shall be the lesser of 19 Special Drawing Rights per kilogram, or CARRIER'S Released Value Liability (as set forth below), unless a greater per kilogram monetary limit is required by any applicable Convention, and/or you comply with all requirements for higher level of liability, as set forth in Item 4270.

**4980. SHIPMENTS INVOLVING OCEAN CARRIAGE TO OR FROM THE UNITED STATES OF AMERICA**

- A. For shipments to or from the United States involving ocean carriage, CARRIER'S liability shall not exceed USD \$500 per package or customary freight unit, or any lesser limitation afforded herein, as set forth in the Carriage of Goods by Sea Act ("COGSA"). The term package shall mean a class of cargo, irrespective of size, shape, or weight, to which some packaging preparation for transportation has been made which facilitates handling, but which does not necessarily conceal or completely enclose the goods.
- B. PURCHASER OF CARRIER'S SERVICES hereby acknowledges and agrees (on behalf of itself and all those tendering cargo via PURCHASER OF CARRIER'S SERVICES) that the liability terms of COGSA, and specifically the per package limitation of liability, shall extend to all times in which consignment is in CARRIER'S possession (including CARRIER'S employees, agents, subcontractors, draymen, and subcarriers involved in the transportation of PURCHASER OF CARRIER'S SERVICES' goods), and during all transit within the United States of America, including all transport occurring prior to loading onto a vessel and/or all transport occurring after unloading from the vessel;
- C. CARRIER has no knowledge of the value of the cargo, and higher compensation than that provided for by COGSA may be claimed only when, with CARRIER's consent: (i) for multimodal shipments to or from the United States of America, PURCHASER OF CARRIER'S SERVICES performs all requirements for higher liability, as set forth in Item 4270 (above); and (ii) in all other cases, the PURCHASER OF CARRIER'S SERVICES declares the value of consignment on the face of CARRIER's bill of lading and pay an extra freight charge agreed upon by CARRIER. In that case, the amount of the declared value shall be substituted for the limits laid in this bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
- D. However, for avoidance of doubt, nothing in the bill of lading document shall operate to limit or deprive CARRIER of any statutory protection, defense, exception or limitation of liability authorized by any applicable laws, statutes or regulations of any country, which are hereby incorporated into the terms and conditions of this Agreement. CARRIER shall have the benefit of the said laws, statutes or regulations as would the owner of any carrying vessel.

**4990. SNOW CHAINS**

An expense charged to the PURCHASER OF CARRIER'S SERVICES when snow chains are required to be utilized for the transportation of the freight, as required by state governmental laws based on weather conditions. Charges are assessed per shipment as listed in the applicable Addendum.

**5000. SORTING AND SEGREGATING**

- A. Upon instructions of the PURCHASER OF CARRIER'S SERVICES, CARRIER will sort or segregate freight into individual lots and place such segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the PURCHASER OF CARRIER'S SERVICES for receipt of freight within or adjacent to the vehicle. The charge for this service shall be \$1.50 per 100 pounds; subject to a minimum charge of \$250.00 per shipment which shall be in addition to all other charges assessed and the PURCHASER OF CARRIER'S services or party requesting the service should be responsible for payment of the charge.

**5010. SPECIAL EQUIPMENT**

Subject to the availability of the equipment, if requested by the PURCHASER OF CARRIER'S SERVICES, in lieu of already agreed upon charges, special equipment will be furnished subject to a twenty (\$0.20) cent per mile per vehicle used charge or 125% of the cost of renting the special equipment, whichever is greater. Such charges will be in addition to the otherwise applicable rate.

**5020. STRIKE INTERFERENCE**

When because of a strike or labor issue with employees, it is impossible to make available for movement any partially loaded or empty trailers detained on premises, a detention charge of \$100.00 per day or fraction thereof will be made following the expiration of free time.

**5030. SUPER CHASSIS**

An expense charged to a PURCHASER OF CARRIER'S SERVICES when a chassis with 4 axles is required in order to move the container due to the size or weight of the container. Charges are assessed per calendar day as outlined in the applicable Addendum.

**5040. TANKER ENDORSEMENT**

An expense charged to the PURCHASER OF CARRIER'S SERVICES when the freight being moved is a tanker, as it requires a driver with specific training and certifications. Charge is per shipment as listed in the applicable Addendum.

**5050. TARP CHARGE**

An expense charged to the PURCHASER OF CARRIER'S SERVICES when a tarp is required to be utilized in order to protect and secure the freight. When Tarp service is required, additional charges will apply as listed in the applicable Addendum.

**5060. TEMPERATURE CONTROL**

Unless otherwise agreed in a written agreement, executed by an officer of CARRIER, CARRIER assumes no responsibility for articles or commodities that require protection from either heat or cold regardless of any notations on the bill of lading, rate confirmation sheet or other document. Any shipment requiring temperature control will be accepted at the PURCHASER OF CARRIER'S SERVICES's own risk. If for any reason, this service is provided, charges will be assessed as listed in the applicable Addendum.

**5070. TIRE REPAIR**

An expense charged to the PURCHASER OF CARRIER'S SERVICES for tire repair costs incurred while in route to the specified destination. Charges are as incurred by CARRIER plus an administration fee as outlined in the applicable Addendum.

**5080. TOLLS, FERRY, AND BRIDGES**

An expense charged to the PURCHASER OF CARRIER'S SERVICES when a toll is paid by the driver or the CARRIER in order to move the freight to the specified destination. Charges are as incurred by CARRIER plus an administration fee as outlined in the applicable Addendum.

**5090. TOW CHARGES**

An expense charged to the PURCHASER OF CARRIER'S SERVICES for towing fees incurred while in route to the specified destination. Charges are as incurred by CARRIER plus an administration fee as outlined in the applicable Addendum.

**5100. TRANSLOAD**

An expense charged to the PURCHASER OF CARRIER'S SERVICES for the service of transferring goods from one mode of transportation to another en route to the ultimate destination. Charges are per instance and as listed in the applicable Addendum.

- A. CARRIER's maximum liability for goods tendered for storage or transload as a part of this service is limited to \$0.25 per point with a maximum not to exceed the total value of the work performed.

**5110. TRIAXLE**

An expense charged to a PURCHASER OF CARRIER'S SERVICES when a chassis with 3 axles is required in order to move the container due to the size or weight of the container. Charges are per shipment and may require life at the rail and/or additional accessories as applicable.

**5120. TRIAXLE CHASSIS PER DIEM**

- A. Triaxle Chassis Per Diem will be charged per calendar day, starting on the date of the triaxle chassis outgated interchange and ending on the date of triaxle chassis ingated interchange. Triaxle Chassis Per Diem will be charged in full day increments to include the first and last day of usage.
- B. The charges may be billed directly to PURCHASER OF CARRIER'S SERVICES separately from the normal freight charges. The PURCHASER OF CARRIER'S SERVICES will be responsible for all Chassis rental charges caused by this type of delay as outlined in Addendum B.

**5130. UNDELIVERED FREIGHT**

- A. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the CARRIER cannot locate the consignee's facility, or if the freight cannot be transported because of an error or omission on the part of the consignor or consignee, the CARRIER will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefore.

However, CARRIER will have no liability for any damages of any kind, arising out of CARRIER's inability to deliver the freight.

- B. On undelivered shipments, disposition instructions issued prior to tender of delivery will not be accepted as authority to re-ship or return a shipment or to limit storage liability.
- C. Undelivered shipments will be subject to storage and or detention charges. PURCHASER OF CARRIER'S SERVICES shall be liable for all costs incurred by CARRIER to dispose of any freight that it cannot deliver under this Section.

**5140. UNNAMED POINTS OR TERMINAL AREA**

- A. Rules and regulation, published in this Contract, will apply from and to points named in this Contract, as well as from and to places within the limits specified below:
  - 1. If the point of origin or destination is an unincorporated community, all places within two and one-half miles by air line of the post office of the same name in such unincorporated community if the community has a population of less than 2,500; within four miles if it has a population of 2,500 but less than 25,000; and within five and one-half miles if it has a population of 25,000 or more.
  - 2. If the point of origin or destination is an incorporated community at any place within the corporate limits, and places as defined. With population of less than 2,555 at any place not more than two miles from the base municipality. With population of 2,500 or more but less than 25,000 at any place not more than three miles from the base municipality. With population of 25,000 or more but less than 100,000 at any place not more than four miles from the base municipality. With population of 100,000 or more at any place not more than five miles from the base municipality.
  - 3. Population figures to be used are those determined by the latest US Census Bureau Census, as shown in the standard Rand McNally.

**5150. UNSAFE OPERATION**

- A. Nothing in this Contract shall be construed as making it binding on the part of the CARRIER to receive freight for destination to which, on account of conditions of roads, it is impracticable to operate trucks, or to make deliveries at location at destination stations to which location, account of condition of streets or roadways it is impracticable to operate trucks. In such latter cases notice shall be given the PURCHASER OF CARRIER'S services and delivery made at terminal depot, or at other practicable location. PURCHASER OF CARRIER'S SERVICES agrees that CARRIER shall have absolute discretion to take whatever actions it deems necessary to ensure safe operations.

**5160. USDA STOP OFF**

A fee charged to the PURCHASER OF CARRIER'S SERVICES when the commodity/container is selected by the USDA to perform an inspection. Charge is assessed per stop as listed in the applicable Addendum.

**5170. USED COMMODITIES**

- A. Shipments of any used commodity will be released at a value not to exceed ten (10) cents per pound per package. Used commodities are any commodities with prior use, including but not limited to restored, refurbished and remanufactured commodities as well as factory warranty returns. Also included are any commodities that have been set-up and operated, including any commodity that has been used for the commodity's stated purpose or to demonstrate the performance or merits of a product to prospective buyers. Also included are items not manufactured by the shipper; previously owned and shipping for re-use or as a result of resale. CARRIER'S liability, if any, for any loss or damage to such shipment, regardless of the cause of the loss or damage, shall not exceed this released value.
- B. Regardless of any higher valuations that may exist in this Contract, if the PURCHASER OF CARRIER'S SERVICES requests that CARRIER be liable for loss, damage or delay of commodity at a value exceeding ten (10) cents per pound, the PURCHASER OF CARRIER'S SERVICES must comply with all conditions and procedures specified in Section 4270(E) of these Freight Rules and Regulations.

**5180. WASH/STEAM CLEAN**

A fee charged to the PURCHASER OF CARRIER'S SERVICES for having to clean a container. Cost is assessed per occurrence where applicable as listed in Addendum B.

**5190. WEIGHTS – GROSS WEIGHTS**

- A. Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.
- B. All and any packaging, dunnage or securement material will be included in the weight of the shipment.
- C. Materials requiring securing a shipment beyond the normal truck equipment of tarps, straps and chains will require the PURCHASER OF CARRIER'S services to provide load locks.
- D. If additional materials are required to be provided by the CARRIER the cost of that material will be reimbursed a rate of 130% of purchase price plus \$25.00 per hour labor for the time required to acquire the material.
- E. When the bill of lading does not accurately reflect the gross weight of a shipment, the CARRIER can adjust the gross weight to reflect the actual shipment weight. Such adjustments must be supported by certified scale tickets and charges as applicable to the increased gross weight will be applied.
- F. When the CARRIER is detained at any federal, state or local government facility due to overweight, and the bill of lading does not accurately reflect the gross weight of the shipment, the PURCHASER OF CARRIER'S services will be liable for the cost plus an administrative fee of any citations issued to the CARRIER as a result, plus the costs associated with the repositioning or unloading of the shipment to facilitate achieving legal weight.
  - (1) When CARRIER is required to dispatch a second unit to assist in repositioning or unloading of a shipment, the charge for this service will be \$1.65 per mile, with mileage computed from the point of dispatch to the location of the federal, state or local facility where the original equipment is detained, subject to a minimum charge of \$750.00.
  - (2) The labor charge for the repositioning or unloading of such a shipment shall be at the rate of \$75.00 per hour or fraction thereof, per man and shall apply in addition to charges assessed in paragraph F (1) above.
  - (3) Excess materials not able to be retained as part of the original shipment as a result of federal, state or local weight restrictions, shall be transported at a flat rate of \$1.65 per mile with a minimum charge of \$750.00.

**5200. WEIGHT VERIFICATION**

CARRIER will verify the weight of any shipment upon request by the PURCHASER OF CARRIER'S SERVICES. Such verification will only be made while in the custody of the CARRIER. A charge per shipment or per vehicle as listed in the applicable Addendum will be made for furnishing such verification. This charge is to be paid by the party requesting the service.

**5210. YARD MOVEMENT**

A fee charged to the PURCHASER OF CARRIER'S SERVICES for shuttling a container/trailer at the PURCHASER OF CARRIER'S SERVICES yard. Charge is assessed per occurrence as listed in the applicable Addendum

**5220. YARD STORAGE**

- A. Storage will be defined as any instance where the container is interchanged on a calendar date that differs from the pickup/delivery date regardless of the reason for the occurrence. Storage will be charged in full day increments to include the first and last day of storage with one day minimum.
- B. Freight held in CARRIER'S possession by reason of an act or an omission of the PURCHASER OF CARRIER'S SERVICES, or owner, or for customs, clearance or inspection and through no fault of the CARRIER, will be considered stored immediately and will be subject to the following provisions.
  - 1. Storage charges on freight awaiting line haul transportation or on undelivered freight after arrival notice has been given, will begin the day freight is received by the CARRIER for storage.
  - 2. Freight placed on company equipment and not moving will be considered to be in storage.
  - 3. Freight stored in CARRIER'S possession will be assessed charges as listed in the applicable addendum.
    - (a) Storage charges under this item will end when CARRIER is enabled to deliver or transport the freight as a result of action by the PURCHASER OF CARRIER'S services, consignor owner or customs official.

- (b) When CARRIER does place the freight in a public warehouse, a minimum charge of \$100.00 per square foot will be made in addition to the applicable warehouse charges, and CARRIER shall have no further liability with respect to any loss or damage to the cargo placed in storage.
- C. CARRIER will place goods in storage-in-transit only upon specific request and upon PURCHASER OF CARRIER'S SERVICES's agreement to the terms and conditions appearing in this Agreement and any additional terms provided prior to shipment.
- D. CARRIER shall have the right to terminate the interstate character any shipment if PURCHASER OF CARRIER'S SERVICES does not make payment of the billed charges within the due date of the billing.
- E. Upon request, and providing CARRIER with reasonable advance notice, any party with an interest in the freight shall have the right to inspect it for damage of any kind prior to placement in storage. Absent notification, in writing, of loss or damage occurring prior to conversion to permanent storage, all loss or damage to freight placed in storage shall be deemed to have occurred during permanent storage and CARRIER shall have no liability for such loss or damage.

**5230. SPECIAL CONDITIONS FOR THIRD PARTY LOGISTICS PROVIDERS**

The additional provisions contained in this item govern CARRIER's business relationships with 3PLs (Third-Party Logistics Providers) in connection with generic pricing programs published for those companies. These terms are intended to be in addition to the above terms, except where inconsistent with the below – in which case the below will govern. A 'generic pricing program' as contrasted to a 'ULSIIent-specific pricing program' is one established for a 3PL for general application to a broad range of possible shippers and commodities unknown to CARRIER prior to tender of freight. For such cases this Contract item contains the terms, conditions and requirements applicable to such shippers, consignees, shipments and commodities.

- A. INDEMNIFICATION FOR FREIGHT CLAIMS: 3PL agrees to indemnify, defend and hold CARRIER harmless from and against all freight loss or damage claims arising out of services arranged for by 3PL for which liability exceeds limitations stated in either the National Motor Freight Classification and/or this Contract and/or for which packaging requirements are not met.
- B. PAYMENT FOR TRANSPORTATION: In the event 3PL invoices shippers for transportation services and in turn receives payment for transportation services, 3PL shall pay CARRIER as follows:
  - i. Payments: 3PL assures that all payments due to CARRIER providing transportation shall be paid not later than THIRTY (30) days following receipt of CARRIER's invoice.
  - ii. Covenant of Trust: 3PL covenants and represents that 3PL shall segregate and maintain all amounts due CARRIER for transportation purchased from CARRIER by sequestering those funds immediately as the funds of CARRIER and such funds shall be the funds of the CARRIER and not of the 3PL and shall be treated in a manner similar to the interline trust fund doctrine.



## **PART 6**

### Addendums

**ADDENDUM A  
TRANSPORTATION ACCESSORIALS**

<b>Universal Logistics Holdings Accessorials</b>	
<b>Transportation</b>	
ADDT'L COPIES OF PROOF OF DELIVERY	One proof of delivery will be provided with the invoice at no extra charge. All others will be provided at a charge of \$15 USD
BORDER CROSSING FEE	\$ 250.00 Per Shipment applies at Laredo, TX. \$125.00 Per Shipment applies to any shipment that requires crossing out of the United States to any Canadian Border.
C.O.D. SHIPMENTS	\$ 300.00 per transaction.
CAPACITY SURGE	An additional capacity charge will apply when a) Shipper exceeds its average daily volume (ADV/AWV), plus 10% and b) Universal Logistics is over sold in the area of load origin and has no additional capacity available
CORRECTED BILL OF LADING	If driver is required to count or verify contents of load while loading or unloading, a charge of \$100.00 shall apply per load.
DEADHEAD	A charge of \$1.65 per mile USD will be assessed when empty equipment is requested.
DETENTION W/ POWER	Charge: \$20.00 every 15 minutes after expiration of free time or fraction thereof. Layover charges will apply on time after 7 hours.  0-200 length of haul = a max of 1 calendar day; 0-200 length of haul = a max of 1 calendar day; 200-450 length of haul = a max of 2 calendar days; 451-900 length of haul = a max of 3 calendar days; 901-1350 length of haul = a max of 4 calendar days; 1351-1800 length of haul = a max of 5 calendar days; 1801-2250 length of haul = a max of 6 calendar days; 2251-over length of haul = a max of 7 calendar days. Free Time: 1 hour.
DETENTION W/O POWER	Charge: \$50.00 per day for day 1-3; \$75.00 per day for day 4-10 and \$100.00 per day for day 11+. Trailer Tracking technology will be used to determine detention days. The party responsible for the Linehaul Charges will also be the responsible party for accessorial charges. Refrigerated Trailer Charge: \$150.00 per day.
DRIVER ASSIST LOAD/UNLOAD	\$75.00 per hour subject to 2 hour minimum.
DRIVER COUNT	If driver is required to count or verify contents of load while loading or unloading, a charge of \$100.00 shall apply per load.
DROP TRAILER	\$250.00 per trailer. Excess Miles accessorial may apply.
DUNNAGE DISPOSAL	\$ 150.00 per occurrence. Excess Miles accessorial may apply.
ESCORT SERVICE	Charge: \$1.40 per mile plus \$75 per day per diem if needed due to over dimension.

EXCESS MILES	\$1.65 per mile plus applicable fuel surcharge for each mile in excess of point to point route.
EXTRA LABOR/LUMPER SERVICE	Charged for costs incurred in obtaining extra labor plus \$25.00 handling charge
FERRY CHARGES	Any Ferry Crossing charges incurred while servicing a specific movement will be added as an accessorial item at 120% of actual cost.
FLORIDA KEYS SURCHARGE	Additional \$400 for any destination or stop(s) (for partial loading or unloading) in these zip codes.
FREEZE/HEAT PROTECTION CHARGE	\$500 per Shipment
HAZARDOUS	Shipments of hazardous materials will be subject to an additional charge of 40 cents/mile and minimum charge of \$250.00/shipment/vehicle used
HIGH VALUE STORAGE	\$ 750.00 per shipment per day or fraction thereof. (loads that exceed \$250,000 in value)
IN BOND CHARGES	Shipments moving under United States customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purposed of this provision and subject to a \$150.00 per shipment charge.
LAYOVER	\$ 750.00 for Single. \$ 950.00 for Team. Subsequent 24 hour periods will be subject to Power Detention up to the maximum charge without additional free time. When in an Emergency Zone: \$900.00 for single, \$1,200.00 for team.
LIMITED ACCESS PICKUP/DELIVERY	A charge of \$250 per occurrence. This includes military bases, prisons, job sites, ports and government buildings.
LIFT GATE SERVICE	A charge of \$200 will apply for any loads requiring a lift gate
LOAD STRAPS/LOCKS	\$75 per load bar/lock when more than 2 load locks requested or required by Shipper
LOAD/UNLOAD CHARGES	\$200.00 per trailer for each occurrence. Partial Loading and/or Partial Unloading by Universal: \$100.00 per trailer for each occurrence.
LUMPERS	Cost plus 20% administrative fee per occurrence
MEXICO BORDER DETENTION	No charge for the first 72 hours while crossing at the border, each 24 hour period or portion thereof will be subject to a charge of \$100.00
MEXICO DELIVERY DETENTION	No charge for the first 72 hours from time of arrival/drop at destination, each 24 hour period or portion thereof will be subject to a charge of \$100.00
MINIMUM CHARGE	\$750 per trailer used except as otherwise specifically stated in the applicable rate schedule
NEW YORK CITY SURCHARGE	An additional charge of \$600 will apply when destined to zip codes 100-108 and 110-119, which

	are located in the boroughs of New York City, NY and points on Long Island, NY
NON PERMITTED USE OF EQUIPMENT	Utilization of equipment, which does not strictly comply with the intended use between Universal and its customer, will result in a \$400 USD per trailer or container, per day, for each occurrence.
OUT OF ROUTE MILES	\$ 1.65 per mile plus applicable fuel surcharge for each mile in excess of point to point route.
PALLET CHARGES	100% pass through to customer, plus 10% administrative charge.
RECONSIGNMENT OR DIVERSION	Special charge of \$450 per shipment will apply to pick up or delivery from or to points and places where services is authorized by CARRIER'S certificates, but not directly accessible by truck service because of weight, size, hazardous material restriction or geographical location. If a reconsignment occurs prior to tender of delivery the charge will be \$25.00 + 125% of the original quoted rate to the reconsignment point, Min charge \$125.00; If a reconsignment occurs prior to tender of delivery the charge will be \$250.00 + 125% of the original quoted rate to the reconsignment point, Minimum charge \$250.00
REDELIVERY	If one or more additional tenders or final delivery of the shipment are made a charge of \$300.00/vehicle will be made for each such tender and for the final delivery
RENOTIFICATION CHARGE	When the CARRIER has fully complied with the shipping and delivery instructions and through the fault of the consignee, CARRIER is unable to tender delivery as scheduled there will be a renotification charge of \$50.00
REPOSITIONING EQUIPMENT	Excess Miles mileage charge with a minimum charge of \$400.00 per occurrence
RETURNED/UNDELIVERED SHIPMENTS	Excess Miles mileage charge with a minimum charge of \$600.00 per occurrence
STOPS IN TRANSIT	Each stop off is limited to one placement of the truck. Each stop for each partial loading or partial unloading, but not both on the same shipment will be subject to a stop-off charge of \$85.00/stop. A vehicle transfer charge of \$55.00 will be assessed for each transfer of a vehicle from one loading or unloading site to another. If the total distance from initial origin to final destination via the stop-off point or points exceeds 105% of the shortest route mileage then that excess distance will be charges \$2.00/mile.
TARP SERVICE	For regular Flat-bed - \$100.00 per tarping; Over-dimensional - \$200.00 per tarping
TEAM SERVICE	Extra driver will be furnished at the rate \$0.75/mile in addition to all other published charges.
TOLLS ROADS AND BRIDGES	Increases in toll costs (occurring after date of base rate) will be pass through.

TRAILER POOL CHARGE	\$ 50.00 per trailer per day for each trailer in excess of the negotiated pool. Repositioning of Equipment may apply.
TRAILER WASH OUT	Cost pass through at 100% with actual washout service receipt.
VEHICLE FURNISHED BUT NOT USED - SOLO DRIVERS	A charge of \$250.00/vehicle will be assessed.
VEHICLE FURNISHED BUT NOT USED - TEAM DRIVERS	\$ 350.00 per occurrence. Excess Miles accessorial may apply.
WEEKEND/HOLIDAY PICK UP/DELIVERY	\$200.00 on Saturdays; \$300.00 on Sundays and Holidays
WEIGHING AND WEIGHTS	IF OVERWEIGHT freight charges will be assessed in accordance with the weight of the article and the percentage of the applicable rate as follows: up to 75,000 lbs. - 150%; 75,001 to 125,000 lbs. - 200%; 125,001 lbs. and over - 225%. WEIGHT VERIFICATON is a charge of \$50.00/shipment or/vehicle
YARD STORAGE	25.00 per shipment per day loaded trailer storage. Trailer detention and positioning may apply.

**ADDENDUM B  
INTERMODAL ACCESSORIALS**

Universal Logistics Holdings		
INTERMODAL		
GENERAL TERMS	Charge	Notes
ADMINISTRATION FEE	20%	APPLIES TO CHARGES WHERE VENDORS ARE PAID BY UNIVERSAL
BOBTAIL	\$300 + FSC +\$3.00/Mile	PER OCCURRENCE WHEN CARRIER BOBTAILS INTO OR OUT OF CUSTOMER FACILITY
BOLT SEAL	\$15	PER OCCURRENCE
BOND CHARGE	\$150	PER OCCURRENCE FOR SHIPMENTS MOVING UNDER UNITED STATES CUSTOMS BOND FOR US CUSTOMS CLEARANCE
CHAINS AND BINDER	\$250	PER OCCURRENCE
CHASSIS INSPECTION FEE	\$20	PER OCCURRENCE
CHASSIS RENTAL	DAYS 1-3: \$50 DAYS 4-9: \$75 DAYS 10+: \$100	PER DAY UNLESS MOVE IS A DOOR MOVE, 3 DAY MINIMUM
CHASSIS REPAIRS	COST + 20% ADMIN FEE	PER OCCURRENCE
CHASSIS SPLIT	\$200	PER OCCURRENCE - WHEN THE CHASSIS AND THE CONTAINER ARE PICKED UP/DELIVERED AT DIFFERENT LOCATIONS
CONGESTION FEE	\$500	PER SHIPMENT WHERE CONGESTED PORTS/RAILS ARE PRESENT IN THE MARKETPLACE
CONTAINER CLEAN-UP	\$150	PER OCCURRENCE
CONTAINER REPAIRS	COST + 20% ADMIN FEE	PER OCCURRENCE
CONTAINER SWEEP OUT	\$150	PER OCCURRENCE
CONTAINER WASHOUT	\$250	PLUS EXTRA STOP - ONLY WHERE AVAILABLE
CUSTOMS EXAM	\$300	PLUS FUEL; 1 HR FREE; \$100/HR AFTER; PER DIEM GUARANTEE REQUIRED
DEMURRAGE CHARGE	COST + 20% ADMIN FEE, MINIMUM \$25	PER OCCURRENCE WHEN CONTAINER IS NOT PULLED FROM THE PORT PRIOR TO THE LAST FREE DAY
DETENTION	\$25	EVERY 15 MINUTES AFTER 1 FREE HR, MINIMUM CHARGE

		\$25, IF OCCURRING AT CONSIGNEE FOR DROP-SWITCH FACILITIES, 1 HALF HOUR FREE
DRIVER ASSIST/LOAD/UNLOAD	\$100	PER HOUR - WHERE APPLICABLE, MINIMUM 1 HOUR
DROP	BASE RATE X2	PER DIEM GUARANTEE REQUIRED
DRY RUN	BASE RATE, MINIMUM \$100	PER OCCURRENCE WHEN CARRIER PERFORMS DRAYAGE SERVICES ON A LOAD THAT WAS EITHER CANCELLED OR RESCHEDULED, SUBJECT TO APPLICABLE FUEL SURCHARGE
EQUIPMENT RENTAL	COST + 20% ADMIN FEE	PER SHIPMENT WHEN CARRIER RENTS ANY EQUIPMENT TO PERFORM A MOVE OR SERVICE
ESCORT SERVICE	COST OF SERVICE + 20% ADMIN FEE	PER OCCURRENCE
EXPEDITED SERVICE	\$500	PER OCCURRENCE, AS REQUESTED BY PURCHASER OF CARRIER'S SERVICES
EXTRA STOP	\$200	ANY STOP BETWEEN ORIGIN AND DESTINATION. ALSO APPLIES TO EMPTY RETURNS TO MARINE TERMINAL SUBJECT TO FSC
FLIP/LIFT CHARGE	COST OF FLIP/LIFT + 20% ADMIN FEE	PER OCCURRENCE
FUEL SURCHARGE	SEE ADDENDUM D	
GATE FEE	\$50	OAKLAND LOCATION
HARBOR WAIT TIME	\$85 PER HOUR, 1ST HOUR FREE	APPLIES PER TERMINAL VISIT FOR CONGESTION OR ANY OTHER DELAYS OUTSIDE OF CARRIER CONTROL
HAZMAT	\$250	PER SHIPMENT, PER VEHICLE USED
INSURANCE SURCHARGE	\$150 FOR EVERY \$100,000 IN VALUE UP TO A MAXIMUM OF \$900,000 IN ADDITIONAL COVERAGE, MINIMUM CHARGE OF \$150	PER SHIPMENT
LAYOVER	\$500	APPLIES FOR LANES WITH ONE WAY MILES OF 250-275 BUT MAY APPLY TO SHORTER LANES IF DRIVER RUNS OUT OF LEGAL DRIVING HOURS FOR THE DAY OF THE LOAD.

LOAD LOCKS	\$75	PER LOAD LOCK
LUMPERS	COST + 20% ADMIN FEE	PER OCCURRENCE
OVERWEIGHT	COST OF PERMIT + 20% ADMIN FEE, \$150 MINIMUM	PER STATE - WHERE APPLICABLE AS REFERENCED IN THE TRUCK AXLE WEIGHT LIMITS BY STATE
OVER DIMENSION	COST OF SPECIALTY PERMIT(S) + 20% ADMIN FEE, \$150 MINIMUM	PER STATE – WHERE APPLICABLE
PEAK SEASON SURCHARGE	\$150 PER DELIVERY	APPLIED DURING PERIODS OF PEAK DEMAND
PER DIEM	DAYS 1-4 - \$200 DAYS 5-8 - \$300 DAYS 9 AND THEREAFTER - \$400	PER DAY AFTER THE EXPIRATION OF 3 FREE DAYS CHARGED IN FULL DAY INCREMENTS TO INCLUDE THE FIRST AND LAST DAY OF USAGE, 1 DAY MINIMUM
PERMITS	COST + 20% ADMIN FEE	PER OCCURRENCE
PIER PASS/CLEAN TRUCK FUND	COST + 20% ADMIN FEE, MINIMUM \$25	APPLIES WHEN PIERPASS OR CTF CHARGES ARE PAID ON THE SHIPPER'S BEHALF
PIER TERM/TERM MOVE	\$250	PER SHIPMENT WHERE A CONTAINER IS NOT ABLE TO RETURN TO PORT/RAIL/CY IMMEDIATELY AFTER THE COMPLETION OF A MOVE, A PIER TERMINATION FEE WILL BE CHARGED TO RETURN CONTAINER AT A LATER DATE
PLACARDS	\$175	REMOVAL/INSTALLATION PER OCCURRENCE
PREPULL	\$250	PER OCCURRENCE WHEN CARRIER PULLS CONTAINER OUT OF THE RAIL OR PORT TO HELP THE PURCHASER OF CARRIER'S SERVICES AVOID DEMURRAGE/STORAGE CHARGES, LOADED OR EMPTY, SUBJECT TO APPLICABLE FUEL SURCHARGE
PRE-STAGE	\$150	PER OCCURRENCE WHEN PRESTAGING EQUIPMENT FOR DRAYAGE SERVICE PERFORMED AT A LATER DATE
PULL	\$250	APPLIES WHEN CONTAINER IS PULLED AND TAKEN TO BE LOADED/UNLOADED



RAIL STORAGE	COST + 20% ADMIN FEE	PER OCCURRENCE
RECONSIGNED	\$300 + FSC + \$3.00/Mile	SEE ITEM 4900
REEFER REFUEL	\$250 + FSC	APPLIES WHEN A GENSET MUST BE REFILLED WITH FUEL TO KEEP IT RUNNING
RE-LOAD	\$300 < 100 MILES \$600 > 100 MILES	PER SHIPMENT WHERE FREIGHT IS LOADED ONTO CONTAINER AT SAME LOCATION OF DELIVERY
RESIDENTIAL	\$150	WHERE APPLICABLE
SCALE STOP	\$200	PER STOP
SCALE TICKET	COST + 20% ADMIN FEE	PER OCCURRENCE
SNOW CHAINS	\$250	PER SHIPMENT WHERE DRIVER IS REQUIRED TO APPLY SNOW CHAINS AS REQUIRED BY STATE GOVERNMENTAL LAWS BASED ON WEATHER CONDITIONS
SUPER CHASSIS	\$250	PER DAY - MULTIDAY RUNS ARE \$325 - ONLY IN SEATTLE
TANKER ENDORSEMENT	\$200	WHERE APPLICABLE
TARPIING CHARGE	\$250	PER SHIPMENT
TIRE REPAIR	COST + 20% ADMIN FEE	PER OCCURRENCE
TOLLS	COST OF TOLL + 20% ADMIN FEE	PER OCCURRENCE
TOW CHARGES	COST + 20% ADMIN FEE	PER OCCURRENCE
TRANSLOAD	\$500	ONLY WHERE APPLICABLE
TRIAXLE	\$175	PER CALENDAR DAY – APPLIES WHEN CARGO IN A 20’ CONTAINER EXCEEDS 34,000 LBS. LIVE LOAD/UNLOAD BASIS ONLY. MAY REQUIRE LIFT AT THE RAIL AND OTHER ACCESSORIALS AS APPLICABLE
TRIAXLE CHASSIS PER DIEM	DAYS 1-2: \$150 DAYS 3-5: \$200 Days 6+: \$250	PER CALENDAR DAY WHEN EQUIPMENT IS DROPPED OR SPOTTED
USDA STOP OFF	\$200	PER STOP
WASH/STEAM CLEAN	\$250	ONLY WHERE APPLICABLE
YARD MOVEMENT	\$75	PER OCCURRENCE, FEE APPLIED FOR YARD SHUTTLLING CONTAINERS/TRAILERS AT CUSTOMER’S FACILITY. THIS

		ALSO ENCOMPASSES WHEN A DRIVER HAS TO HOOK UP ANOTHER CONTAINER TO REMOVE FROM A DOCK DOOR IN ORDER TO DROP A CONTAINER
YARD STORAGE	DAYS 1-4: \$50 DAYS 5-9: \$75 DAYS 10+: \$100	PER CALENDAR DAY, 1 DAY MINIMUM

**ADDENDUM C  
TRANSPORTATION FUEL SCHEDULE**

In consideration of the provisions contained in this agreement, the parties hereto establish the following fuel surcharge to apply in addition to normal rates for transportation services as addressed in either existing tariff or contract form. This new scale is effective August 14, 2017.

On all loads shipped on or after August 14, 2017, total linehaul charges as shown on the freight bill will be increased according to the schedule outlined below, with said surcharge amount shown as a separate line item on the freight invoice. The fuel price per gallon will be determined by the national average by the Department of Energy Diesel Fuel Hotline at (202) 586-6966 or <https://www.eia.gov/petroleum/gasdiesel/> as reported weekly and related increases will be effective from Tuesday through the following Monday.

From	To	Surcharge Per Mile	From	To	Surcharge Per Mile	From	To	Surcharge Per Mile
\$0.000	\$1.109	\$0.00	\$2.710	\$2.759	\$0.33	\$4.360	\$4.409	\$0.66
\$1.110	\$1.159	\$0.01	\$2.760	\$2.809	\$0.34	\$4.410	\$4.459	\$0.67
\$1.160	\$1.209	\$0.02	\$2.810	\$2.859	\$0.35	\$4.460	\$4.509	\$0.68
\$1.210	\$1.259	\$0.03	\$2.860	\$2.909	\$0.36	\$4.510	\$4.559	\$0.69
\$1.260	\$1.309	\$0.04	\$2.910	\$2.959	\$0.37	\$4.560	\$4.609	\$0.70
\$1.310	\$1.359	\$0.05	\$2.960	\$3.009	\$0.38	\$4.610	\$4.659	\$0.71
\$1.360	\$1.409	\$0.06	\$3.010	\$3.059	\$0.39	\$4.660	\$4.709	\$0.72
\$1.410	\$1.459	\$0.07	\$3.060	\$3.109	\$0.40	\$4.710	\$4.759	\$0.73
\$1.460	\$1.509	\$0.08	\$3.110	\$3.159	\$0.41	\$4.760	\$4.809	\$0.74
\$1.510	\$1.559	\$0.09	\$3.160	\$3.209	\$0.42	\$4.810	\$4.859	\$0.75
\$1.560	\$1.609	\$0.10	\$3.210	\$3.259	\$0.43	\$4.860	\$4.909	\$0.76
\$1.610	\$1.659	\$0.11	\$3.260	\$3.309	\$0.44	\$4.910	\$4.959	\$0.77
\$1.660	\$1.709	\$0.12	\$3.310	\$3.359	\$0.45	\$4.960	\$5.009	\$0.78
\$1.710	\$1.759	\$0.13	\$3.360	\$3.409	\$0.46	\$5.010	\$5.059	\$0.79
\$1.760	\$1.809	\$0.14	\$3.410	\$3.459	\$0.47	\$5.060	\$5.109	\$0.80
\$1.810	\$1.859	\$0.15	\$3.460	\$3.509	\$0.48	\$5.110	\$5.159	\$0.81
\$1.860	\$1.909	\$0.16	\$3.510	\$3.559	\$0.49	\$5.160	\$5.209	\$0.82
\$1.910	\$1.959	\$0.17	\$3.560	\$3.609	\$0.50	\$5.210	\$5.259	\$0.83
\$1.960	\$2.009	\$0.18	\$3.610	\$3.659	\$0.51	\$5.260	\$5.309	\$0.84
\$2.010	\$2.059	\$0.19	\$3.660	\$3.709	\$0.52	\$5.310	\$5.359	\$0.85
\$2.060	\$2.109	\$0.20	\$3.710	\$3.759	\$0.53	\$5.360	\$5.409	\$0.86
\$2.110	\$2.159	\$0.21	\$3.760	\$3.809	\$0.54	\$5.410	\$5.459	\$0.87
\$2.160	\$2.209	\$0.22	\$3.810	\$3.859	\$0.55	\$5.460	\$5.509	\$0.88
\$2.210	\$2.259	\$0.23	\$3.860	\$3.909	\$0.56	\$5.510	\$5.559	\$0.89
\$2.260	\$2.309	\$0.24	\$3.910	\$3.959	\$0.57	\$5.560	\$5.609	\$0.90
\$2.310	\$2.359	\$0.25	\$3.960	\$4.009	\$0.58	\$5.610	\$5.659	\$0.91
\$2.360	\$2.409	\$0.26	\$4.010	\$4.059	\$0.59	\$5.660	\$5.709	\$0.92
\$2.410	\$2.459	\$0.27	\$4.060	\$4.109	\$0.60	\$5.710	\$5.759	\$0.93
\$2.460	\$2.509	\$0.28	\$4.110	\$4.159	\$0.61	\$5.760	\$5.809	\$0.94
\$2.510	\$2.559	\$0.29	\$4.160	\$4.209	\$0.62	\$5.810	\$5.859	\$0.95
\$2.560	\$2.609	\$0.30	\$4.210	\$4.259	\$0.63	\$5.860	\$5.909	\$0.96
\$2.610	\$2.659	\$0.31	\$4.260	\$4.309	\$0.64	\$5.910	\$5.959	\$0.97
\$2.660	\$2.709	\$0.32	\$4.310	\$4.359	\$0.65	\$5.960	\$6.009	\$0.98

Note: When the fuel cost is \$6.01 per gallon or higher, the adjustment of \$0.01 for each \$0.049 cents change in fuel cost per gallon will take effect. This surcharge will be adjusted up or down on a weekly basis and will be cancelled immediately upon imposition of a federal surcharge by the Department of Energy or by written notice of the Shipper to Carrier.

The increase applies to linehaul charges only and will not be assessed against accessorial charges unless the charge relates directly to the consumption of fuel.

\*PC Miler Practical Mileage will be used to determine mileage unless otherwise noted, versions updated as they become available.

**ADDENDUM D  
INTERMODAL FUEL SCHEDULE**

In consideration of the provisions contained in this Agreement, the parties hereto establish the following fuel surcharge to apply in addition to normal rates for transportation services as addressed in either existing tariff or contract form. This new scale is being adapted effective November 1, 2021.

On all loads shipped on or after November 1, 2021, total linehaul charges as shown on the freight bill will be increased according to the schedule outlined below, with said surcharge amount shown as a separate line item on the freight invoice. The fuel price per gallon will be determined by the Department of Energy Diesel Fuel Hotline (202-586-6966) as reported weekly and related increases will be effective from Tuesday through the following Monday. Percentages are not cumulative.

DOE PRICE/GALLON	% OF BASE RATE	DOE PRICE/GALLON	% OF BASE	DOE PRICE/GALLON	% OF BASE	DOE PRICE/GALLON	% OF BASE
1.69	10%	3.02	29%	4.35	48%	5.68	67%
1.759		3.089		4.419		5.749	
1.76	11%	3.09	30%	4.42	49%	5.75	68%
1.829		3.159		4.489		5.819	
1.83	12%	3.16	31%	4.49	50%	5.82	69%
1.899		3.229		4.559		5.889	
1.90	13%	3.23	32%	4.56	51%	5.89	70%
1.969		3.299		4.629		5.959	
1.97	14%	3.30	33%	4.63	52%	5.96	71%
2.039		3.369		4.699		6.029	
2.04	15%	3.37	34%	4.70	53%	6.03	72%
2.109		3.439		4.769		6.099	
2.11	16%	3.44	35%	4.77	54%	6.10	73%
2.179		3.509		4.839		6.169	
2.18	17%	3.51	36%	4.84	55%	6.17	74%
2.249		3.579		4.909		6.239	
2.25	18%	3.58	37%	4.91	56%	6.24	75%
2.319		3.649		4.979		6.309	
2.32	19%	3.65	38%	4.98	57%	6.31	76%
2.389		3.719		5.049		6.379	
2.39	20%	3.72	39%	5.05	58%	6.38	77%
2.459		3.789		5.119		6.449	
2.46	21%	3.79	40%	5.12	59%	6.45	78%
2.529		3.859		5.189		6.519	
2.53	22%	3.86	41%	5.19	60%	6.52	79%
2.599		3.929		5.259		6.589	
2.60	23%	3.93	42%	5.26	61%	6.59	80%
2.669		3.999		5.329		6.659	
2.67	24%	4.00	43%	5.33	62%	6.66	81%
2.739		4.069		5.399		6.729	
2.74	25%	4.07	44%	5.40	63%	6.73	82%
2.809		4.139		5.469		6.799	
2.81	26%	4.14	45%	5.47	64%	6.80	83%
2.879		4.209		5.539		6.869	
2.88	27%	4.21	46%	5.54	65%	6.87	84%
2.949		4.279		5.609		6.939	
2.95	28%	4.28	47%	5.61	66%	6.94	85%
3.019		4.349		5.679		7.009	

Note: When the fuel cost is \$7.10 per gallon or higher, the adjustment shall be 1% for each \$0.069 cents change in fuel cost per gallon. This surcharge will be adjusted up or down on a weekly basis and will be cancelled immediately upon imposition of a federal surcharge by the Department of Energy or by written notice of the Shipper to Carrier.

The increase applies to linehaul charges only and will not be assessed against accessorial charges unless the charge relates directly to the consumption of fuel or as otherwise listed in Addendum B.

**ADDENDUM E**  
**US CUSTOMS BROKERAGE RATES AND SERVICE FEES**

Customs Entry/Release	Highway Mode	Rail Mode
Per Paps Entry	120.00	

Ancillary Service	Description	Fee
Additional CI lines	fee to input, validate and audit invoice lines, first 5 lines are included	\$5.50
Additional Invoices	fee for additional invoices beyond the first filed per entry	\$6.30
Disbursement Fee	fee to cover cost to pay out charges such as duty, freight, exam fees, etc.	3%
Entry Cancellation	fee for the cancellation of an entry/PAPS	\$30.00
PGA Filing	filing with another Partner Government Agency per line of CI filing	\$8.00
Special Handling	extra phone calls, arranging services, transportation, examination	\$5.00-\$50.00
7512 Bonds	Transportation bonds T&E, IE, IT	\$50.00
Single Entry Bond	\$4.00 per \$1,000.00 of value, with a minimum charge	\$30.00
Importer Bond	Annual fee to file and secure bond, anniversary notice of renewal	\$425.00
ADD/CVD entry	fee for filing an ADD/CVD entry	\$30.00
C-TPAT	Security fee - cost of C-TPAT	\$2.50

### Terms of Agreement

This pricing is based on volume and complexity of work required. An executed Power of Attorney is required prior to service. Billing is transactional and sent electronically along with the 7501 to customers. Importer should carefully review all entries made on their behalf with USCBP. Notify ULSII as soon as possible – not later than 30 days of any errors or omissions to allow time to submit corrections and update importer data.

**ADDENDUM F  
INTERNATIONAL ACCESSORIALS**

Universal Logistics Holdings		
International		
Description	Charges	
Advancement of Charges	Contracted cost plus 20%.	
AES Reporting	\$25.00	
Airline Terminal	\$85.00 or Advancement of Charges, whichever is greater.	
Airport Transfer	\$35.00 min or \$0.15 per kg	
Airway Bill	\$45.00	
Bill of Lading - Ocean	\$95.00	
Bond Cancellation	\$50.00	
Bond Execution	\$50.00	
Bond - US Customs Single Entry Surety	\$4.50 per \$1,000.00 value, \$45.00 minimum.	
Cargo Screening	See Advancement of Charges.	
Certificate of Origin	\$25.00	
Collect On Delivery	\$5.00 per \$100.00, or fraction thereof, of collect on delivery amount, \$35.00 minimum charge.	
Consular Document Preparation	\$25.00	
Courier Service - International Docs	\$75.00	
Customs Clearance	Informal = \$95.00 Formal = \$125.00 Temporary = See Advancement of Charges.	
Customs Duty Advancement	3% of duty amount.	
Dangerous Goods	See Advancement of Charges.	
Declared Value	\$0.90 for each \$100.00 of declared value, \$17.60 minimum charge.	
Document Messenger Service in USA	\$25.00	
Document Transfer	\$75.00	
Export Licensing Handling	\$50.00	
Free Domicile	Duty <\$1,000.00 = \$75.00 - Duty >\$1,000.00 = \$125.00	
Fuel Surcharge	Based on current market conditions and are subject to change without notice.	
Ground Expedite	See Pickup and Delivery - Special	
Import Security Fee	\$5.00	
Legalization	See Advancement of Charges.	
Letter of Credit Processing	\$300.00	
Oversized/Excess Weight	\$0.75 per pound, \$75.00 minimum.	
Pickup and Delivery	Attempted	All applicable charges apply according to the service performed.
	Cancelled	Prior to dispatch: \$20.00
		After dispatch: All applicable charges apply according to the service performed.
	Convention Center	\$.06 per pound, \$25.00 minimum.
	College/University	\$.06 per pound, \$25.00 minimum.
	Hotel	\$.06 per pound, \$25.00 minimum.
	Inside	\$.06 per pound, \$25.00 minimum.
	Lift Gate	\$95.00 flat
	Military base	\$.06 per pound, \$25.00 minimum.
Redelivery	All applicable charges apply according to the service performed.	

	Regular	\$0.20 per pound, \$35.00 minimum within 30 miles of terminal.
		\$0.35 per pound, \$75.00 minimum beyond 30 miles of terminal.
	Residential	\$.06 per pound, \$25.00 minimum.
	Secondary Areas	Regular: \$0.20 per pound, \$35.00 minimum outside 30 miles of terminal.
		Special: Special charges apply.
	Special	Van \$1.55 per mile, \$180.00 minimum. Subject to weight and size restrictions.
		Straight Truck \$2.40 per mile, \$300.00 minimum. Subject to weight and size restrictions.
Tractor Trailer \$3.00 per mile, \$450.00 minimum. Subject to weight and size restrictions.		
Two Man	Special applies	
Proof of Delivery	\$20.00 per copy.	
Reconsignment	\$20.00 per airbill or bill of lading plus Advancement of (additional) Charges where applicable.	
Repackaging or Reconfiguration	ULSII Facility: \$0.20 per pound, \$40.00 minimum charge.	
	Contracted: See Advancement of Charges.	
Sight or Time Draft	\$25.00	
Storage	ULSII Facility: \$0.50 per 100 pounds, \$10.00 minimum charge, per day.	
	Public Warehouse: See Advancement of Charges.	
Terminal Transfer Fee - Ocean	\$35.00 min or \$.04 per kg.	
Waiting Time	See Advancement of Charges.	