

Item 490**Blind Shipments**

A charge of \$60.00 per shipment will apply to any shipment tendered to FST as a blind shipment.

Item 500**Detention**

Vehicles with a power unit:

Each 15 minutes or fraction thereof beyond free time:

- \$15.00 for each 15-minute period

Free time shall be as follows per vehicle stop:

- LTL & Multi-stop TL - 1 Hour for Loading, 1 Hour for Unloading
- Truckload (single stop) – 2 Hours for Loading, 2 Hours for Unloading

<u>Spot Trailers:</u>	<u>Dry Trailers</u>	<u>Refrigerated Trailers</u>
First and Second 24-hour period:	\$40.00 per period	\$75.00 per period
Third and Fourth 24-hour period:	\$55.00 per period	\$85.00 per period
Fifth and each succeeding 24 hrs:	\$75.00 per period	\$95.00 per period

Maximum detention per 24-hour period not to exceed \$500.00 per day.

Item 510**Equipment Ordered and Not Used**

When FST, upon receipt of request from the shipper to furnish a vehicle for loading, has dispatched a vehicle for such purpose and, due to no fault or negligence on the part of the FST, such vehicle is not used; or if upon arrival of the vehicle at the place of loading as designated by the shipper, shipper fails to tender a shipment for transportation or informs FST that a shipment will not be tendered, a charge of \$400.00 per truckload and \$75.00 for LTL pick up will apply. Additionally, any confirmed truckload that is cancelled by the shipper after 12:00 noon on the date of pick up, due to no fault or negligence on the part of FST, a charge of \$400.00 per truckload will apply. Cancellation must be tendered to FST in writing.

Item 566

**Inside Delivery
(Handling Freight at Positions Not Immediately Adjacent to Vehicle)**

When requested by consignor or consignee FST may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading position. Service under this item will be provided to floors above or below the level accessible only when elevator or escalator service is available and labor is provided without cost to the carrier.

Charges will be assessed at \$3.40 per 100 pounds, subject to a minimum charge of \$50.00 per shipment and a maximum of \$375.00 per shipment.

Item 580**Marking or Tagging Freight**

If a shipment needs further marking or tagging, there will be an additional charge of 75 cents per 100 pounds, with a minimum charge of \$30.00. The charges will be assessed to the payer of the freight bill.

Item 600**Exhibition Sites Pickup or Delivery**

Shipments originating at or destined to exhibition sites or convention centers will be rated at NMFC Class 100 at full, undiscounted rate, based on actual weight, subject to a minimum weight of 2,000 lbs. FST's current rate base will apply.

Item 700 **Weight Verification/Inspection**

When FST believes it is necessary, they will re-weigh a shipment to determine the actual weight of the shipment. If the weight of the shipment is found to be incorrectly described, freight charges will be collected according to the proper weight. A copy of the re-weigh certificate will be included with freight invoice.

Item 720 **Lumper**

All lumper charges will be billed at actual cost plus a 10% administration fee. This amount will be added to the lumper charge and billed as a single line item on the freight invoice.

Item 750 **Sort and Segregate**

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight EXCEPT as provided below:

- a) When a shipment is tendered to FST in lots according to size, brand, flavor or other characteristics and is so identified on the bill of lading or accompanying papers, normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyer, pallet, dolly, buggy or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, FST will continue to unload the vehicle subject to applicable detention charges.
 - b) When the conditions above are not met, a charge of \$1.00 cents per 100 pounds, with a minimum charge of \$50.00, will be assessed for sorting or segregating by marks, brands, sizes, flavors or other distinguishing characteristics. Such charges will be assessed against the payer of the freight bill and are in addition to applicable detention charges.
 - c) No sorting or segregating charge will be assessed when the only service performed is a count necessary to identify shortages or overages as may have been ascertained by carrier's employee or unloading full pallet quantities to 1st threshold of the dock
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Item 753 **Private Residence Delivery**

Shipments picked up at or delivered to private residences will be assessed a charge of \$4.00 per hundred weight (/cwt), subject to a minimum charge of \$100.00 per shipment and a maximum of \$350.00 per shipment. The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

Item 754 **Hours of Operation**

FST's normal hours of operation are from 4:00am to 6:00pm Monday through Friday. FST is not obligated to furnish pickup or delivery service on Saturdays, Sundays, Holidays, or outside of normal hours of operation.

When consignor or consignee requests FST to pickup or deliver freight outside of normal hours of operation (Monday through Friday), a charge of \$125.00 may be assessed.

For weekends and Holiday pickups or deliveries a charge of \$300.00 may be assessed. This charge is in addition to all other applicable charges. 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.

Item 755 **Layover**

When FST handles a load with a specific pickup date and the consignee requires a specific delivery date and additional day(s) will be required to complete the load at no fault of the carrier, layover charges will be applied.

The layover charge will be \$300.00 per 24-hour period per load.

Item 756 **Receiver/Consignee Fee**

FST will make every effort to schedule and deliver an order as requested. FST will not be responsible for any type of fee associated with an order that is delivered late or not within the Receiver's parameters. This includes, but not limited to, no call/no show fee, missed appointment fee, fees applied to appointments made outside receivers scheduling guidelines, late delivery fee, no appointment fee, etc.

Item 780 **Maximum Liability**

Maximum released value will not exceed \$35.00 per pound per LTL shipment, with a total liability not to exceed \$35,000.00 per LTL shipment, or \$300,000.00 per truckload.

Item 780-01 **Excess Liability Coverage**

Liability coverage in excess of \$35,000.00 per LTL shipment will be quoted and provided as requested.

Item 820 **Reconsignment or Diversion**

A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

- a) Definition of reconsignment or diversion:
 - 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 shipment at point of origin

- b) Conditions:
 - 1) Requests must be made or confirmed in writing. FST must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. FST will not accept disposition instructions printed on the Bill of Lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.
 - 2) FST will make 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 FST before reconsignment will be made.
 - 4) Only entire shipments, not portions of shipments, may be reconsigned.
 - 5) Instructions for reconsignment of COD shipments will be accepted only from the consignor.

- c) Charges for Reconsignment/Diversion requested prior to dispatch of delivery vehicle:
 - 1) Changes in the name of the consignor or consignee with no change in the place of delivery will be assessed a charge of \$30.00 per shipment.
 - 2) Change in the place of delivery will be charged \$30.00 per shipment in addition to the published tariff rate from original point of origin to the ultimate destination.

- d) Charges for Reconsignment/Diversion requested after dispatch of vehicle:
 - 1) Changes in the name of the consignor or consignee with no change in the place of delivery will be assessed a charge of \$30.00 per shipment.
 - 2) Changes in the place of delivery will be charged \$2.25 per mile for all out of route miles

incurred, subject to a minimum of \$100.00, in addition to the published tariff rate from the original point of origin to the ultimate destination.

Item 821 **Cancel or Change Shipment**

After a shipment has been picked up by FST and a request has been made by the Shipper for FST not to make the delivery, a charge of \$75.00 will be assessed.

When a shipment is cancelled after 10:00 AM EST on the day of the sailing date of the outbound load, there may be a 60% charge of the net revenue based on the estimated weight and/or skids of the order as originally tendered to FST.

Item 830 **Redelivery/Return**

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:

- a) If one or more additional tenders or final delivery of the shipment is made at consignee's location, the existing outbound rate to that location will be applicable for each such tender and for the final delivery.
 - b) If, in lieu of final delivery to consignee's location, consignee or shipper elects to accept delivery at any FST Logistics facility, an LTL charge from the original destination to FST's facility will be assessed. An additional charge of \$100.00 will apply if shipper elects to have the freight returned to the original shipping facility.
 - c) All charges accruing under the provisions of this item must be paid or guaranteed to the satisfaction of the carrier, by the party or parties requesting delivery before the shipment is redelivered.
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Item 840 **LTL – 2 Tier Max Rate Program**

Tier One: Shipments cannot weigh more than 20,000 pounds or take up more than 24 feet of trailer floor space (12 spaces)

Tier Two: Shipments cannot weigh more than 30,000 pounds or take up more than 32 feet of trailer floor space (16 spaces)

Shipment greater than 32 feet of trailer floor space (16 spaces) will be rated as Truckload

Item 905 **Stop-off Charges – LTL Shipments & Truckload**

When requested in writing by the shipper, FST will combine up to four shipments on a Master Bill of Lading for delivery and billing purposes. Charges will be based on the current applicable rate to the farthest destination from the point of origin, subject to the following provisions:

- a) The total aggregate weight of the combined shipments must total 5,000 pounds or more. When the total aggregate weight of the combined shipments does not total 5,000 pounds or more, a minimum weight of 5,000 pounds will be used when calculating the linehaul charge from the point of origin to the farthest destination point. Maximum of 4 stop-off's to be combined for LTL shipments when billed together.

Item 940

Fuel Surcharge

FST will implement a fuel surcharge allowance for every movement of \$0.05 cents per gallon based on the national average price of diesel fuel as reported by the Energy Information Administration (U.S. Department of Energy). Fractions of less than one-half cent will be dropped. Fractions of one-half cent or greater will be increased to the next whole cent.

- a) LTL Shipments: The fuel surcharge will be calculated by multiplying the net freight charges by the fuel surcharge percentage found in the table below. The fuel surcharge is not subject to discounts.
- b) TL Shipments: The fuel surcharge will be calculated by multiplying the total number of miles by the cents per mile charge found in the following table.

When the U.S. National Average Diesel Fuel Index is:

At Least	But Less Than	LTL Dry Fuel Surcharge: % of Freight Charges	LTL Temp-Control Fuel Surcharge: % of Freight Charges	T/L Dry Fuel Surcharge: Cents/Mile	T/L Temp-Control Fuel Surcharge: Cents/Mile
\$1.05	\$1.119	0	0	0	0
\$1.12	\$1.199	1.00%	7.00%	\$0.02	0.17
\$1.20	\$1.249	2.00%	8.00%	\$0.04	0.18
\$1.25	\$1.299	2.50%	8.50%	\$0.05	0.19
\$1.30	\$1.349	3.00%	9.00%	\$0.06	0.20
\$1.35	\$1.399	3.50%	9.50%	\$0.07	0.21
\$1.40	\$1.449	4.00%	10.00%	\$0.08	0.22
\$1.45	\$1.499	4.50%	10.50%	\$0.09	0.23
\$1.50	\$1.549	5.00%	11.00%	\$0.10	0.24
\$1.55	\$1.599	5.50%	11.50%	\$0.11	0.25
\$1.60	\$1.649	6.00%	12.00%	\$0.12	0.26
\$1.65	\$1.699	6.50%	12.50%	\$0.13	0.27
\$1.70	\$1.749	7.00%	13.00%	\$0.14	0.28
\$1.75	\$1.799	7.50%	13.50%	\$0.15	0.29
\$1.80	\$1.849	8.00%	14.00%	\$0.16	0.30
\$1.85	\$1.899	8.50%	14.50%	\$0.17	0.31
\$1.90	\$1.949	9.00%	15.00%	\$0.18	0.32
\$1.95	\$1.999	9.50%	15.50%	\$0.19	0.33
\$2.00	\$2.049	10.00%	16.00%	\$0.20	0.34
\$2.05	\$2.099	10.50%	16.50%	\$0.21	0.35
\$2.10	\$2.149	11.00%	17.00%	\$0.22	0.36
\$2.15	\$2.199	11.50%	17.50%	\$0.23	0.37
\$2.20	\$2.249	12.00%	18.00%	\$0.24	0.38
\$2.25	\$2.299	12.50%	18.50%	\$0.25	0.39
\$2.30	\$2.349	13.00%	19.00%	\$0.26	0.40
\$2.35	\$2.399	13.50%	19.50%	\$0.27	0.41
\$2.40	\$2.449	14.00%	20.00%	\$0.28	0.42
\$2.45	\$2.499	14.50%	20.50%	\$0.29	0.43
\$2.50	\$2.549	15.00%	21.00%	\$0.30	0.44
\$2.55	\$2.599	15.50%	21.50%	\$0.31	0.45
\$2.60	\$2.649	16.00%	22.00%	\$0.32	0.46
\$2.65	\$2.699	16.50%	22.50%	\$0.33	0.47
\$2.70	\$2.749	17.00%	23.00%	\$0.34	0.48
\$2.75	\$2.799	17.50%	23.50%	\$0.35	0.49
\$2.80	\$2.849	18.00%	24.00%	\$0.36	0.50
\$2.85	\$2.899	18.50%	24.50%	\$0.37	0.51

\$2.90	\$2.949	19.00%	25.00%	\$0.38	0.52
\$2.95	\$2.999	19.50%	25.50%	\$0.39	0.53
\$3.00	\$3.049	20.00%	26.00%	\$0.40	0.54
\$3.05	\$3.099	20.50%	26.50%	\$0.41	0.55
\$3.10	\$3.149	21.00%	27.00%	\$0.42	0.56
\$3.15	\$3.199	21.50%	27.50%	\$0.43	0.57
\$3.20	\$3.249	22.00%	28.00%	\$0.44	0.58
\$3.25	\$3.299	22.50%	28.50%	\$0.45	0.59
\$3.30	\$3.349	23.00%	29.00%	\$0.46	0.60
\$3.35	\$3.399	23.50%	29.50%	\$0.47	0.61
\$3.40	\$3.449	24.00%	30.00%	\$0.48	0.62
\$3.45	\$3.499	24.50%	30.50%	\$0.49	0.63
\$3.50	\$3.549	25.00%	31.00%	\$0.50	0.64
\$3.55	\$3.599	25.50%	31.50%	\$0.51	0.65
\$3.60	\$3.649	26.00%	32.00%	\$0.52	0.66
\$3.65	\$3.699	26.50%	32.50%	\$0.53	0.67
\$3.70	\$3.749	27.00%	33.00%	\$0.54	0.68
\$3.75	\$3.799	27.50%	33.50%	\$0.55	0.69
\$3.80	\$3.849	28.00%	34.00%	\$0.56	0.70
\$3.85	\$3.899	28.50%	34.50%	\$0.57	0.71
\$3.90	\$3.949	29.00%	35.00%	\$0.58	0.72
\$3.95	\$3.999	29.50%	35.50%	\$0.59	0.73
\$4.00	\$4.049	30.00%	36.00%	\$0.60	0.74
\$4.05	\$4.099	30.50%	36.50%	\$0.61	0.75
\$4.10	\$4.149	31.00%	37.00%	\$0.62	0.76
\$4.15	\$4.199	31.50%	37.50%	\$0.63	0.77
\$4.20	\$4.249	32.00%	38.00%	\$0.64	0.78
\$4.25	\$4.299	32.50%	38.50%	\$0.65	0.79
\$4.30	\$4.349	33.00%	39.00%	\$0.66	0.80
\$4.35	\$4.399	33.50%	39.50%	\$0.67	0.81
\$4.40	\$4.449	34.00%	40.00%	\$0.68	0.82
\$4.45	\$4.499	34.50%	40.50%	\$0.69	0.83
\$4.50	\$4.549	35.00%	41.00%	\$0.70	0.84
\$4.55	\$4.599	35.50%	41.50%	\$0.71	0.85

Item 942 Minimum Claim Amount

Due to administrative costs, FST Logistics will not process or pay cargo claims less than \$25.00.

Item 943 Cargo Claims Application

The provisions of the Rules Tariff are intended to comply with federal claim, loss and damage regulations (49 C.F.R 370 and standard bill of lading terms) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

Item 944 Filing of Claims

Time Limits. Claims in writing are required within nine (9) months from the date of delivery or a reasonable time during which delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by FST unless filed in writing, as provided in subparagraph 2 of this item with FST Logistics within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract of carriage, and all rules circular provisions applicable there to. Claims for concealed damaged will be submitted to FST within forty-eight (48) hours of delivery. Any suite to recover loss of damage or delay to cargo must be instituted no later

