

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:

- \$25.00 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

Spot Trailers:

First and Second 24-hour period: \$75.00 per period

Third and Fourth 24-hour period: \$85.00 per period

Fifth and each succeeding 24 hrs: \$95.00 per period

Maximum detention per 24-hour period not to exceed \$750.00* per day.

*Maximum detention will not apply to Target Distribution Center deliveries.

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 \$500.00 per truckload and \$100.00 for LTL pick up will apply. Additionally, any confirmed truckload that is cancelled after 4pm EST prior to day of pick up, due to no fault or negligence on the part of FST, a charge of \$500.00 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 \$50.00. 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 \$175.00 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.

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 \$100.00 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 \$125.00 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 – 3 Tier Max Rate Program**

Tier One: Shipments weighing 16,000-20,000 pounds and/or take up 20-26 feet of trailer floor space (10-13 spaces)

Tier Two: Shipments weighing 20,001-28,000 pounds and/or take up 28-32 feet of trailer floor space (14-16 spaces)

Tier Three: Shipments weighing 28,001-32,000 pounds and/or take up 34-38 feet of trailer floor space (17-19 spaces)

Shipment greater than 38 feet of trailer floor space (19 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 3 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 7,500 pounds or more. When the total aggregate weight of the combined shipments does not total 7,500 pounds or more, a minimum weight of 7,500 pounds will be used when calculating the linehaul charge from the point of origin to the farthest destination point. Maximum of 3 stop-off's to be combined for LTL shipments when billed together.

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 |

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|--------|---------|--------|--------|--------|------|
| \$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 than two years and one day after the claims is denied.

Item 945 Acknowledgments and Disposition of Cargo Claims

1. Acknowledgment of Claims. FST shall, upon receipt in writing of a proper claim from the Shipper in the manner and form described in 49 CFR 370, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by FST unless FST shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. FST Logistics shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim and its preliminary examination of the claim, as filed, may have revealed.

2. Disposition of Cargo Claims. FST shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by FST; provided, however, that if a claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, FST shall advise the claimant in writing of the status of the claim and the reason for delay in making a final disposition thereof and it shall retain copy of each such advice to the claimant in its claim file thereon.

Item 946 **Payment without Offset**

The shipper waives any right to setoff or offset of contested and unliquidated cargo claims against freight charges otherwise due to FST Logistics as a precondition of service. Claimants agree to forfeiture of any contested claim asserted by it as a setoff after notice and demand for freight charges. The shipper shall pay all Freight charges when due without offset for any cause, including but not limited to, cargo claims. All Claims for loss or damage shall be governed by this Rules Tariff and following and neither consignor nor consignee shall deprive FST of proper cargo insurance adjustments by unilateral deduction of claims from payment of freight charges due.

Item 947 **Mitigation of Damages and Salvage**

The shipper must cause the consignee to accept delivery of a shipment and is not entitled to abandon any shipment to FST Logistics. The consignee has a duty to mitigate damages by accepting damaged cargo unless it is of no value and without salvage value. The obligation to mitigate damages also includes replacing damaged cartons and packaging, relabeling freight and undertaking replacement of packaging. The shipper will have the right reasonably to determine to repackage, salvage or scrap damaged product. If the Shipper does not elect to salvage cargo, any claim for cargo loss or damage shall never less be reduced by a reasonable salvage allowance. If the shipper elects to salvage cargo, the shipper shall notify FST to return the cargo to the Shipper or allow FST to dispose of the cargo. Any amounts received in salvage, whether accomplished by FST or the shipper will reduce the amount of the cargo claim. If FST is retained by the Shipper to return the damaged cargo for salvage or for scrapping, the shipper agrees to pay FST standard line haul rates or other mutually agreed to rate, without prejudice to the Shipper's right to recover such freight charges as damages. Damaged cargo will not be scrapped unless salvage is not feasible.