



**FedEx Custom Critical, Inc.
Surface Expedite Exclusive Use and
Exclusive Use White Glove Services**
MC-141898 / US DOT164025 / FF-3926-P

Service Guide Tariff FDCC 101-bb

Rules / Accessorials Tariff via all motor routes naming, rules, regulations and claims procedures for carrier exclusive-use expedited services between points in North America (except Mexico).

Effective:
January 1, 2021



The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

This tariff applies only in connection with tariffs or contracts making reference to this tariff.

All fees, sums and valuations based on U.S. currency.

Issued by,
Ramona M. Hood
President

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Item 10: Application of Rates and Operating Rights

Rates and provisions named in this tariff, or as amended, or in tariffs governed by this tariff, or contractual arrangements making reference to tariff 101, are limited in their application on interstate, intrastate and/or foreign commerce to the extent FedEx Custom Critical has operating authority.

Shipments will be categorized in accordance with the Rate Category Column applicable for each shipment. Shipments requiring larger equipment than those associated with each Rate Category, due to dimensional characteristics of the cargo, will be rated utilizing the necessary Dimensional Column needed to accommodate the dimensional characteristics. Specifications for non-temperature-controlled vehicles are as follows:

Rate Category	Weight Capacity	Vehicle Size/ Dimensions	Dock High
B	Up to 2,500 lbs.	Typically a cargo van	No
C	Up to 5,000 lbs.	Typically a 12' or 14' straight truck	Yes
D	Up to 13,000 lbs.	Typically a 20' or 22' straight truck	Yes
E	More than 13,000 lbs.	Typically a tractor with a 48' or 53' trailer	Yes

Note: Shipments weighing over 13,000 lbs. include flatbed equipment unless flatbed-specific designations appear. When dock-high equipment is requested or required, pricing for dock-high equipment will apply even when shipment characteristics would have been satisfied by a smaller vehicle type.

Commodity Description - In Straight or Mixed Shipments

General Commodities, except commodities in bulk and Household Goods and those commodities injurious or contaminating to other lading. Classes A and B explosives, poisons, radioactive materials, trade show materials and those items which require

special care-in- handling and/or special equipment or services shall be referred to Exclusive Use White Glove Services. FedEx Custom Critical reserves the right, at its sole discretion, to refuse to transport certain commodities if it is believed that in the performance of transporting said cargo there is a possibility of harm or damage to persons, property, equipment, the environment or the cargo itself.

Item 20: Governing Tariff

This tariff is governed, except as otherwise provided for within, by supplements thereto or successive issues thereof as implemented by FedEx Custom Critical, Inc.:

- a) Mileage Guide: Rand McNally Milemaker where contract(s) or special tariff(s) make reference to this mileage calculation system. See Item 520 applicable to Item 20, sub-item a) for additional rules of application.
- b) Mileage Guide: ALK Technologies, Inc. PC*MILER where contract(s) or other special tariff(s) make reference to this mileage calculation system. Also, on contract(s), special tariff(s) or general tariff(s) which do not specifically incorporate the system identified in a) above, this system shall apply. See Item 520 applicable to Item 20, sub-item b) for additional rules of application.

Item 300: Additional Incurred Costs Whenever FedEx Custom Critical, Inc. incurs costs due to customer requirements, the billed customer shall be invoiced at 130% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

Item 310: Additional Labor

- a) Except as otherwise specifically provided, rates published in tariffs governed by this tariff include the service of driver only.
- b) When an additional person or persons are required and furnished by the carrier or requested by the consignor or consignee and are furnished by the carrier, an extra charge for each additional person will be made of seventy-five dollars (\$75.00) per hour or fraction thereof, subject to a minimum charge of \$300.00.

- c) In applying the charges named in this item, time will be computed from the time additional person or persons leaves their place of business until they return to their place of business, except in case of delay beyond the control of shipper or consignee in which time lost occasioned thereby will be deducted from the total time.

d) In the event that FedEx Custom Critical utilizes Third-Party handling services, additional fees will apply. The billed customer shall be invoiced at 130% of any fees, charges, and/or general expenses associated with those incurred costs. FedEx Custom Critical assumes no liability for damage or shortages caused by Third- Party Handling.

Item 315: Team Service

Team Service will be provided by the carrier upon request of the customer, which is subject to the following definition, requirements and charges:

Definitions and Requirements

1. Shipment will be assigned a team of drivers, defined as two drivers.
2. When Team Service is required for a shipment, customer must notify the carrier in advance of the receipt of the freight by the carrier.
3. When a Team Service is provided, service will be subject to a charge of twenty cents (\$0.20) per mile with a minimum charge of \$200 per shipment. This charge is in addition to all other rates and charges for transportation of the shipment.

Not to be confused with items 582 Driver Secure Program or 585 Dual Driver Protective Service.

Item 320: Alternation of Charges

In no case shall the charge for any shipment from and to the same points, be greater than the charge for a greater quantity of the same kind of freight at the rate and weight applicable to such greater quantity of freight. In no case shall the charge for a shorter distance be greater than the charge for a greater distance for use of the same type of vehicle.

Item 340: Application of Tariff

Rates, rules and other provisions named herein apply only in connection with tariffs and/or contractual arrangements making specific reference hereto by Tariff Number FDCC 101, Tariff 101 and/or FedEx Custom Critical Rules and Accessorials Charges Tariff. The provisions of this tariff will not take precedence over provisions published in individual tariffs governed by this tariff.

To the extent a conflict exists between a FedEx Custom Critical Transportation Agreement and this tariff, the Transportation Agreement controls with respect to the specific conflict in terms. If there is a conflict between the terms and conditions of this tariff and the terms and conditions on any air bill, manifest, stamp, shipping label, bill of lading or other transit documentation, the terms and conditions of this tariff, as amended, modified, changed, or supplemented, will control.

Rates and service quotations are good faith estimates based upon information provided to us, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information and subsequent inclusion of the terms and conditions of this tariff.

Item 350: Cargo Claims Procedures Items included herein are published in compliance with the report and order of 49 C.F.R. (Code of Federal Regulations) Part 370, et. seq. Principles and Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing of Salvage.

Note: Payment in full for all invoiced amounts must be received by FedEx Custom Critical, Inc. before FedEx Custom Critical, Inc. will finalize claims of any nature whatsoever.

Item 360: Investigation of Cargo Claims

- a) Prompt investigation required: Each claim filed against carrier in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of claim.
- b) Supporting documents: When a necessary part of an investigation, in addition to the following, Carrier reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim. Each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made there from, certified by the claimant to be true and correct with respect to the property and value involved in the claim or certification of prices or values, with trade or other discounts, allowance or deductions of any nature whatsoever and the terms thereof, or

depreciation reflected thereon.

Provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property has not been sold or where the property has been transferred at bookkeeping values only, the carrier will, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

- c) Verification of loss: A prerequisite to the voluntary payment by a carrier of a claim for loss of an entire package or an entire shipment will be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.

Where carrier is directed by consignee, consignor, owner of the goods or agent of any of the foregoing parties, to unload or deliver property at a particular location where consignor, consignee, owner of the goods or the agent of any of the foregoing parties, is not regularly located, the risk after unloading or delivery shall not be that of carrier.

Item 370: Disposition of Cargo Claims Carrier, when having received written claim for loss or damage to cargo or for loss, damage, injury or delay to property transported will pay, decline or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier, provided, however, that if the claim cannot be processed and disposed of within 120 days after the receipt thereof, carrier will at that time, and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof, and it will retain a copy of such advice to the claimant in its claim file thereon.

Item 380: Processing of Salvage

Whenever material, goods or other cargo or property transported by a carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee or person entitled to receive such property, the carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such

notice, will undertake to sell or dispose of such property or by the employment of a competent salvage agent. The carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon.

The carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage material or goods will be made directly to an agent or employees of a carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers or managers has any interest, financial or otherwise, that carrier's salvage records will fully reflect the particulars of each transaction or relationship.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, the carrier will record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Note: If carrier does not receive disposition instructions within forty-eight (48) hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within ten (10) days of that notification, carrier may offer the shipments for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership.

Item 390: Filing of Cargo Claims

- a) Claims in writing required. A claim for loss or damage to cargo or property transported or for loss, damage, injury or delay to cargo will not be voluntarily paid by a carrier unless filed in writing, as provided in

subparagraph (b) below, with carrier issuing the bill of lading or receipt within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage and all tariff provisions applicable hereto.

- b) Minimum filing requirements. A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property (or, in the case of export traffic, within nine (9) months after delivery at the port of export) except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date and time of delivery as established by Carrier at time of original order entry (1) containing facts sufficient to identify the cargo or property transported (2) asserting liability for alleged loss, damage, injury, or delay and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
- c) Documents not constituting claims. Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents on inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- d) Claims filed for uncertain amounts. Whenever a claim is presented against a carrier for an uncertain amount, such as "\$100 more or less", the carrier against whom such claim is filed will determine the condition of the cargo or property transported involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.
- e) Claims involving temperature controlled equipment. Additionally subject to the terms and conditions defined in item 391 of this tariff 101.
- f) Concealed damage claims. When damage to contents of a shipping container is discovered by the consignee which could not have been determined at

the time of delivery, it must be reported by the consignee to the carrier upon discovery and a request for inspection by the carrier's representative made by consignee. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier.

If more than fifteen (15) days pass between date of delivery of shipment by carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier.

While awaiting inspection by carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

- a) Institution of Suits. Suit for loss, damage, injury or delay shall be instituted against carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable, and such claims will not be paid.
- b) Other claims. If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier, and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

Item 391: Temperature-Controlled Equipment-Specific Claims Requirements

Shipper will be responsible for "pre-conditioning" or "tempering" its freight to ensure that the product is at the proper temperature for transport. Failure by a shipper to properly pre- condition or temper its freight shall be complete defense against any claim for temperature excursions that occur during transport or any claims of damage to commodities transported.

For claims filed due to perceived failures and subsequent damage to cargo transported while

utilizing temperature-controlled equipment, claimant will be required to provide:

All chain of custody shipping documents, including but not limited to bills of lading and/or airway bills, and temperature reports from the date of manufacturing until final termination. Final termination will be considered the destruction of the product or the status of the product at the moment of filing a cargo claim.

- 1) All "Research Stability Test Results" for all commodities transported.
- 2) For temperature-controlled validated service: A copy of the Exclusive Use White Glove Services temperature data receipts (printout) provided at shipment delivery. Said receipts will be the sole supporting temperature-related documentation carrier will consider in basing its determination of a valid claim.
- 3) For temperature-controlled moves other than temperature-controlled validated: A copy of all temperature data recordings (printouts) from any devices placed by the shipper.
- 4) Identification of the date and time of the product testing by claimant used to determine stability of the product as well as documentation that will demonstrate the handling and care of the product from the time of delivery until the inspection and analysis of the product by claimant's quality assurance group.
- 5) The foregoing requirements are in addition to any and all other specified requirements identified in this tariff as relates to claims, loss and/or damage.

Item 400: Acknowledgement of Claims

Carrier will, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the carrier unless the carrier will have paid or declined such claim in writing within 30 days of the receipt thereof.

The carrier will 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 as its preliminary examination of the claim as filed, may have revealed.

The carrier will, at the time each claim is received,

create a separate file and assign thereto a successive claim file number, and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt, and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received, the carrier will cause the date of the receipt to be recorded on the face of the claim document, and the date of receipt will also appear in the carrier's written acknowledgment of receipt to the claimant.

Item 420: Claims Overcharge, Undercharge or Duplicate Payment

- a) "Overcharge" as used herein shall be deemed to mean charges for transportation services in excess of those applicable thereto under the tariffs for which carrier assesses all applicable transportation charges. It also includes duplicate payments as defined in paragraph (b) herein when a dispute exists between the parties concerning such charges.
- b) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable tariff rates and charges.
- c) "Unidentified payment" means a payment which a carrier has received for the performance of transportation services but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due.
- d) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.
- e) "Undercharge" as used herein shall be deemed to mean charges for transportation services which are less than those applicable thereto under the tariffs for which carrier assesses all applicable transportation charges.
- f) All claims shall be filed in accordance with the provisions of Item 430 (Filing and Processing Claims).

Item 430: Filing and Processing Claims

- a) Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow the carriers to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice to the party responsible for payment of the freight charges. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents

or data which is believed by claimant to substantiate the basis for its claim.

- b) If either party "Shipper" or "Carrier" disputes the other party's claim for either "Overcharge", "Duplicate Payment" or "Undercharge", the disputing party has 180 days from the date of the invoice to file in writing with the Interstate Commerce Commission, or empowered successors thereof, a request for the determination of the applicability or reasonableness of the claim as provided for under "The Trucking Industry Regulatory Reform Act of 1994".
- c) Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by freight bill payment information.
- d) In the event carrier invoices the shipper, receiver or its authorized agent for charges for transportation services which are less than those applicable thereto under the tariffs for which carrier assesses all applicable transportation charges, carrier shall file an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Carrier shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data which is believed by carrier to substantiate the basis for its claim.

Item 435: Claim for B.O.L. Correction- Payment for Carrier Services

A corrected bill of lading (B.O.L.) for changes in collection status from collect to prepaid, prepaid to collect or to add, change or delete a third-party billing will only be accepted up to 90 days from the date of Carrier's invoice, and only from a party to the original B.O.L. with written notice on company letterhead or corrected B.O.L. from the party to be assuming primary obligation for payment identifying the company and person submitting the correction. The new debtor must have established credit with FedEx Custom Critical. Changes in payment status that would result in the application of a discounted rate shall not be entitled to such reduction.

Item 440: Claims Records

At the time a claim is received, the carrier shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt required. If pertinent to the disposition of the claim, the carrier

shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

Item 445: Delinquent Accounts

In any action to recover unpaid freight bills from delinquent accounts, carrier shall be entitled to reimbursement for reasonable attorney's fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

Item 450: Disposition of Unidentified Payments, Overcharges or Duplicate Payments Not Supported By Claims

- 1) Carriers shall establish procedures for identifying and properly applying all unidentified payments. If a carrier does not have sufficient information with which to properly apply such a payment, the carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If the carrier does not receive the information requested within 90 days from the date of the notice, the carrier may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this item shall be applicable.
- 2) "Overcharge and duplicate payment" claims shall be acknowledged within 30 days of receipt. Carrier will set up a separate file for each request, investigate and request additional information in writing, if necessary. The carrier will pay, decline or make a firm compromise settlement offer within 60 days of receipt of the claim.

Item 520: Computation of Mileage If Item 20, Sub-Item (a) applies:

- a) Except as otherwise provided herein, mileage will be computed from point-of- origin to point-of-destination by the shortest distance route times 105% of such mileage, with the basis for mileage calculation ascertained by compilation of distances as shown in Rand McNally Milemaker Mileage Guide No. 19 or Carrier implemented re-issues thereof.
- b) From any point-of-origin to any point-of- destination not shown in the Guide referred to above or when mileage is not shown in the Guide between named points, the distance from or to the next more distant point that is shown shall apply times 105%.
- c) When the shipper requests a longer route than the

shortest route, the actual mileage over the longer route will apply times 105%.

- d) When shipments move under special permits as required by or obtained from a Municipal, State or Federal Agency or Commission or Canadian authority, which specifies the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the route specified in the special permit times 105%.
- e) In computing mileage, mileage fractions of 0.4 or less will be rounded down and therefore not considered in the rating calculation. Mileage fractions of 0.5 or more will be rounded up and therefore considered as one mile in the rating calculation.
- f) When shipments require re-routing due to any local, state and/or federal requirements (i.e. tunnels, bridges, etc.), charges will be assessed at 105% of total applicable mileage incurred including any enroute corrections necessary for legal compliance and/or safe carrier operation for transportation of hazardous shipments, over-dimensional shipments or any other shipments requiring specialized considerations.
- g) When U.S. domestic shipments are routed through Canada and culminate back in the U.S., the mileage will be computed as practical miles plus 5%.

If Item 20, Sub-Item (b) applies:

- a) Except as otherwise provided herein, mileage will be computed from point-of- origin to point-of-destination by the least amount timed route (Practical Mileage) and such mileage shall be 100% of the applicable mileage ascertained by compilation of distances as shown in prevailing ALK Technologies PC*MILER Mileage Guide currently in use, or Carrier implemented re-issues thereof. A 5-digit ZIP Code or full 6-place Canadian Postal Code will determine location.
- b) From any point-of-origin to any point-of- destination not shown in the Guide referred to above or when mileage is not shown in the Guide between named points, the distance from or to the next more distant point that is shown shall apply.
- c) When the shipper requests a longer route than the recommended route provided by the prevailing ALK Technologies PC*MILER Mileage Guide currently in use, the actual mileage of the longer route will apply.
- d) When shipments move under special permits as required by or obtained from a Municipal, State or

Federal Agency or Commission or Canadian authority, which specifies the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the route specified in the special permit.

- e) When shipments require re-routing due to any local, state and/or federal requirements (i.e. tunnels, bridges, hazardous routes, etc.), charges will be assessed at the total applicable mileage incurred including any en-route corrections necessary for legal compliance and/or safe carrier operation for transportation of hazardous shipments, over-dimensional shipments or any other shipments requiring specialized considerations.
- f) In computing mileage, mileage fractions of 0.4 or less will be rounded down and therefore not considered in the rating calculation. Mileage fractions of 0.5 or more will be rounded up and therefore considered as one mile in the rating calculation.
- g) When U.S. domestic shipments are routed through Canada and culminate back in the U.S., the mileage will be computed as practical miles.

Item 540: Computation of Time

- a) Where rates are based on hours, time will be computed from the time vehicle arrives at customer's place of business until it is released by authorized agent of the customer, except in the case of breakdown or other delay beyond the control of customer in which event lost time occasioned thereby will be deducted from the total elapsed time.
- b) Fraction of an hour shall be considered as one hour.

Item 550: Consequential Damages / Liabilities Not Assumed

FedEx Custom Critical, Inc. shall not be liable, regardless of the actual or alleged negligence of FedEx Custom Critical, its employees, contractors or utilized individuals or business entities, in any event for any special, incidental, extended or consequential damages, including but not limited to loss of profits or income, whether or not FedEx Custom Critical, Inc. had knowledge that such damages might be incurred.

FedEx Custom Critical will not be liable for, nor shall any adjustment, refund or credit of any kind be made, as a result of any loss, damage, delay, misdelivery, non-delivery, misinformation or any failure to provide information, except such as may result from our sole negligence. No claims will be accepted and no liabilities will be assumed for any damages whatsoever that are determined to have resulted

from or were contributed to from conditions typically known as Force Majeure events, including but not limited to, strikes, weather, war, order of local, state or federal authority, or claims found to have involved the actions, inactions, and/or negligence of any party other than FedEx Custom Critical, its employees and/or independent owner-operator drivers.

Item 555: Constant Surveillance Service (CIS) (Applicable on Department of Defense shipments and applicable ONLY on shipments utilizing the services of FedEx Custom Critical, Inc., Exclusive Use White Glove Services) DOD Constant Surveillance Service (DOD CIS) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

- 1) Definition and Requirements: Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1A and reissues thereof. A textual representation of these definitions and requirements can be obtained by contacting Exclusive Use White Glove Services at: 1.800.255.2421.
- 2) Annotation: When CIS is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading: "Constant Surveillance Service Requested. Signature and Tally Record (DD Form 1907) furnished to Carrier".
- 3) Charges: In addition to all rates and charges for transportation, shipments for which DOD CIS is provided by the carrier at shipper's request will be subject to a charge of thirty (.30) cents per mile and a minimum charge of \$300.00 per shipment, which includes constant and specific surveillance and the maintenance of a signature and tally record.

Item 557: Accessorial for Courier Accompanying Freight

Upon customer's prior request and at Carrier's discretion, Carrier will allow a single courier designated by the customer to accompany freight during transport. Carrier's allowing a courier to accompany the freight shall be subject to the following:

1. A courier as described in this Item will be provided a seat in the commercial vehicle carrying the freight; no other services, provisions or accommodations will be provided to the courier.
2. Requests for a courier to accompany freight must be

made in advance; Carrier does not guarantee that a vehicle with an extra seat to accommodate a courier will be available.

3. Any shipment accompanied by a courier will be subject to a charge of \$300.00. This charge is in addition to all other rates and charges for transportation of the shipment.
4. Courier may not be permitted to accompany freight on any air transport that might follow the surface transportation described herein.

Item 560: Tariff Cargo Liability Limit; Declared Value

The liability of FedEx Custom Critical shall only be for loss or damage as defined in 49 U.S.C. 14706 (Carmack), regardless of whether transport is interstate or intrastate, and limited to the lesser of the cost of repair, cost to replace, actual value, tariff cargo liability limit or declared value. In any event, FedEx Custom Critical cargo liability is limited to, and shall be considered to be no more than a \$25.00 per pound per lost or damaged item up to \$50,000.00 released valuation per shipment unless a higher value, not exceeding \$1,000,000.00, is declared at time of original shipment tender and is verified as such on the bill of lading and/or electronic media and a fee of one dollar (\$1.00) per \$100.00 of value declared over \$50,000.00 is paid. Declared values above \$1,000,000.00 may be permitted on a case by case basis at the sole discretion of FedEx Custom Critical. Regardless, FedEx Custom Critical will not be liable for any claims of diminished value or any other value not set forth herein.

Shipments involving **Used or Reconditioned Equipment** shall be additionally subject to the following: FedEx Custom Critical cargo liability on used or reconditioned equipment is limited to the lesser of the cost of repair, cost to replace, actual value, tariff cargo liability limit or declared value. In any event, FedEx Custom Critical cargo liability is limited to, and shall be considered to be no more than \$5.00 per pound per lost or damaged item up to \$20,000.00 in tariff cargo liability limit unless specific arrangements for higher value is made with the carrier prior to shipment tender and noted on the bill of lading and/or any electronic media.

Regardless of valuation, FedEx Custom Critical's liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit, and will not be liable for any

claims of diminished value or any other value not specifically set forth herein. The charge will be one dollar (\$1.00) per \$100.00 of value declared over \$20,000.00 with a limit of \$500,000.00 valuation permissible. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused or reconditioned parts added during the reconditioning processes.

The maximum declarable value for **Beer, Wine and Alcohol** is \$500,000.00.

The value of shipments involving **Documents, Records and Data Records**, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. As such, electronic records will be considered of no greater value than the lesser of the cost to repair, cost to replace, actual value, tariff cargo liability limit or declared value of the tape, disc or other media being transported.

Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data. The value of documents such as **Checks, Bonds or any other Negotiable or Non-Negotiable Instruments**, shall again be considered of no value greater than the actual media, regardless of any face value or negotiable value. For example, in the case of paper documents the value shall be limited to the value of the paper. The foregoing shall apply regardless of declarations made or documentation on any shipment paperwork.

Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage or delay claims from any freight charges owed to FedEx Custom Critical, Inc. FedEx Custom Critical reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed.

If through no fault of FedEx Custom Critical delivery cannot be accomplished on a straight- through, direct basis, FedEx Custom Critical liability for damage and/or loss to cargo is reduced to the extent the damage and/or loss is predicated upon and a

result of the inability of FedEx Custom Critical to make delivery.

The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the tariff cargo liability limit provisions or declared value provisions as provided for in this item is assumed by the shipper.

Item 561: Declared Value International Shipments

- a) If a shipment is intra-Canadian in nature and the damage occurs within the borders of Canada, Canadian cargo liability is limited to those stipulated in Item 560 with the exception that limits liability "...to the lesser of the cost of repair, cost to replace, actual value, released value or declared value, or the rate affixed under the laws of the Canadian Province where the damage occurred."
- b) Intra-Canadian transport cargo claims must be filed within three (3) months of delivery.
- c) In all cases, the weight of the packaging and/or shipping container, pallets, skids and the like shall not be included when determining the Carrier's cargo liability.

Item 562: Declared Value - Multiple Pickups

Multiple pickups will be considered a single shipment, regardless of the number of individually tendered shipments involving individual pickup locations and regardless of the number of shipper-executed bills of lading, when such shipments move a) collectively within a single form of conveyance, b) move under a single FedEx Custom Critical Shipment/Pro #, or move in response to a request for service from a single point of contact.

With respect to items 560 and 565 hereof, liability and payment for loss or damage will be allocated among the individual parties who tendered freight, pro-rata, based upon the weight of the product lost or damaged as a percentage of the total aggregate shipment weight.

Item 565: Declared Value - Rescued / Interlined Shipments

On shipments that have had a previous move or where any portion of a shipment is not able to be

directly inspected due to packaging, wrapping, and/or otherwise consisting of "containerized" cargo, no liability for damage to cargo shall be offered, provided, inferred or implied, and liability is limited to visual surface damage to the package or container only.

The provisions of this item shall supersede the provisions of item 560 herein to the extent there are conflicts between these provisions.

Item 575: Description of Commodities to be Handled and Prohibited Items.

General Commodities, except commodities in bulk and Household Goods and those commodities injurious or contaminating to other lading. Explosives, poisons, radioactive materials, and those items which require special care-in handling and/or special equipment or services shall be referred to Exclusive Use White Glove Services. FedEx Custom Critical reserves the right, at its sole discretion, to refuse to transport certain commodities if it is believed that in the performance of transporting said cargo there is a possibility of harm or damage to persons, property, equipment, the environment or the cargo itself.

Commodities that FedEx Custom Critical will not transport include, but are not limited to, hazardous waste; paper currency; cadavers; carbon black or activated carbon; marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use, synthetic cannabinoids, and any product that contains any amount of tetrahydrocannabinols ("THC"), except as set out in 21 CFR 1308.35 or pharmaceuticals shipped between Drug Enforcement Agency registrants and specifically approved by Fed Ex Custom Critical; livestock, unless such livestock is contained in a crate or other suitable, secure enclosure; and tobacco and tobacco products including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha.

Item 580: Detention

- 1) When carrier's vehicles are delayed or detained at premises of customer or other places designated by the customer for loading or unloading, the charges below will be assessed which will be in addition to all other lawful transportation charges. Broker and Custom delays and detainment due to no fault of FedEx Custom Critical are also subject to additional assessed charges. "Rate Category" shall mean vehicle type shown below or any vehicle of similar capacity.

- 2) Time per vehicle shall begin upon notification by driver to the responsible representative of the consignor or consignee that the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by driver of a signed bill of lading or delivery receipt.
- 3) When shipments move under a pre-paid basis, the detention charge will be billed to the consignor regardless of whether the consignor, the consignee or a third party was responsible for the detention of the vehicle. When shipments move under a collect basis, the detention charges will be billed to the consignee regardless of whether the consignor, the consignee or a third party was responsible for the detention of the vehicle.

Rate Category	Free Time Allowance for Loading and Unloading per Pickup, Delivery and each Stop	Charge each 15 minutes in excess of "Free Time"
B	1 Hours	\$15.00
C	1.5 Hours	\$20.00
D	1.5 Hours	\$20.00
E	2 Hours	\$25.00

When a third party was established as the bill-to party for the shipment, the detention charges will be billed to the third party regardless of whether a consignor, a consignee or a third party was responsible for the detention of the vehicle.

- 4) Carrier holds itself out as an expedited service. Except as may be specifically provided for in individual Exclusive Use White Glove Services tariffs, no trailer drops, spotted trailer or unattended vehicle services are offered. Further, all shipments must be of a "live unload" nature and are subject to detention as stated herein. Such detention shall be in addition to any and all other charges applicable to services performed by carrier. Saturdays, Sundays and/or Holidays are included in the application of this Item.
- 5) Consignee has the responsibility to unload freight, or allow unloading of freight, within 24 hours of the truck arriving at delivery, or scheduled delivery, whichever is later. Carrier reserves the right, at its sole discretion, to place freight into a temporary storage facility when unloading is not performed in accordance with the foregoing.

Upon placement of cargo into storage, carrier

responsibility, care, custody and control shall be considered concluded. All costs associated with the temporary storage will be charged to the bill-party of record for the shipment at 130% of such costs. Unless, and then only to the extent carrier is found to be guilty of negligent entrustment by a court of competent jurisdiction, carrier assumes no liability for loss or damage to stored cargo.

Item 581: Temperature-Control Layover/Hold

FedEx Custom Critical provides temperature-control services that are quoted based on expedited delivery schedules. When FedEx Custom Critical is unable to deliver at the calculated transit time and is required to layover and/or hold the freight for a later delivery, additional detention charges will apply when the refrigeration unit is required.

- The Temp-Control Layover/Hold charge applies when a temperature controlled vehicle is required to layover and/or hold the freight and the refrigeration unit is mandatory to remain operating either overnight and/or on Saturday or Sunday. Chargeable hours are from 0800-2359. A maximum charge of 10 hours per day will be applied and does not include any Free Time.
- The detention charge for the use of the refrigeration unit will be assessed in addition to any standard vehicle detention charges calculated under Item 580 Detention and transport related charges.
- Charges for Temp-Control/Layover are as follows:

Rate Category	Charge per hour
B	\$40.00
C	\$60.00
D	\$80.00
E	\$100.00

Item 582: Driver Secure Program (Commercial)

(This service is available only through FedEx Custom Critical, Inc.'s Exclusive Use White Glove Services)

- a) The Driver Secure Program (DSP) is available upon request at time of original order placement. Under DSP the vehicle will not be left unattended while in transit from the time the carrier vehicle leaves a shipper location until arrival at a consignee location, except upon notice by carrier that an enroute stop was necessary, in which case a secure haven parking location is utilized.

Shipment details are only reviewed with individuals on a need-to-know basis and every shipment is sealed. DSP is provided at a rate of thirty (.30) cents per mile, subject to a minimum charge of \$300.00 per shipment.

- b) Command Center Tracking (CCT) provides: Command Center monitoring of shipment. Command Center Tracking is \$75.00 for shipments of up to 700 miles; \$150.00 for shipments of 701 miles and greater. Services include the following:
 - Driver contact at shipment-specific milestones
 - Possible re-routing in high-theft regions.
- c) Safe Parking: At minimum, safe overnight parking in gated, fenced yards that provide surveillance cameras and possibly 24-hour guard service. Safe Parking is \$100.00 per 24-hour period plus any additional miles and fuel to the safe parking location.

Item 585: Dual Driver Protective Service (DDP) - (Available only on shipments utilizing the services of FedEx Custom Critical, Inc., Exclusive Use White Glove Services)

Dual Driver Protective Service (DDP) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

- a) Definition and Requirements: Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1A and reissues thereof. A textual representation of these definitions and requirements can be obtained by contacting Exclusive Use White Glove Services at: 1.800.255.2421.
- b) Annotation: When DDP is required for a shipment, shipper shall notify carrier in advance of the requirement, and annotate on the bill of lading: **"Dual Driver Protective Service Requested. Signature and Tally Record (DD Form 1907) furnished to Carrier"**
- c) Charges: In addition to all rates and charges for transportation, shipments for which:
 - DDP is provided by the carrier at the shipper's request will be charged for at a rate of forty (.40) cents per mile, subject to a minimum charge of \$400.00 per shipment.

decrease by 0.5%. At 1.099 per gallon or less, the surcharge is 0%.

Item 590: FedEx Custom Critical Bill of Lading

No modifications to the FedEx Custom Critical Bill of Lading and/or any applicable tariff item will be permitted or enforceable except upon prior written agreement signed by a corporate Officer, Director or other authorized representative of FedEx Custom Critical, Inc.

Item 595: Force Majeure Events

FedEx Custom Critical, Inc. shall have no liability for damage, loss, delay or any other failure to perform services under this tariff or agreements referencing and/or incorporating this tariff where such damage, loss, failure or delay in performance is wholly or partially

due to an Act of God, War, Fire, Weather, Explosion, Riot, Civil Commotion, Act of Terrorism, Restriction by Government or other competent Authority, Strikes, Lock Outs, Failure of Suppliers, or to any cause whatsoever beyond the direct and exclusive ability of FedEx Custom Critical to control.

Item 600: Fuel Surcharge

Absent FedEx Custom Critical's written waiver, a fuel surcharge shall be applied. The calculated fuel cost is determined using the most recently published U.S. Department of Energy's Energy Information Administration U.S. National Average On-Highway diesel fuel price. FedEx Custom Critical does not represent that the applied fuel surcharge is a direct offset or pass through of actual fuel costs. Shipments where all pickups, stop offs, and deliveries involve a PADD V State (AK, AZ, CA, NV, OR, WA) shall use the most recent PADD V On-Highway diesel fuel price for calculations.

Shipments originating in Canada shall use the most recent Canadian Government diesel fuel price.

Adjustments, if any, in surcharges will be made effective for shipments picked up the calendar day following the calendar day of publication of each week's price. The surcharge shall be applied and utilize the criteria established herein regardless of whether shipments are entirely within the U.S., involve the U.S. and Canada, or entirely within Canada. Fuel surcharges will be applied to any/all mileage related charges and any post delivery relocation fees. For every five-cent incremental rise in the price of fuel beyond \$5.05, the fuel surcharge percentage will increase by 0.4%.

For every five-cent incremental decline in the price of fuel below 2.50, the fuel surcharge percentage will

Item 600: Fuel Surcharge

Week Price / Gallon		Surcharge %		Week Price / Gallon		Surcharge %
\$ 2.500	\$ 2.549	20.0%		\$ 3.800	\$ 3.849	31.4%
\$ 2.550	\$ 2.599	20.5%		\$ 3.850	\$ 3.899	31.8%
\$ 2.600	\$ 2.649	21.0%		\$ 3.900	\$ 3.949	32.2%
\$ 2.650	\$ 2.699	21.5%		\$ 3.950	\$ 3.999	32.6%
\$ 2.700	\$ 2.749	22.0%		\$ 4.000	\$ 4.049	33.0%
\$ 2.750	\$ 2.799	22.5%		\$ 4.050	\$ 4.099	33.4%
\$ 2.800	\$ 2.849	23.0%		\$ 4.100	\$ 4.149	33.8%
\$ 2.850	\$ 2.899	23.5%		\$ 4.150	\$ 4.199	34.2%
\$ 2.900	\$ 2.949	24.0%		\$ 4.200	\$ 4.249	34.6%
\$ 2.950	\$ 2.999	24.5%		\$ 4.250	\$ 4.299	35.0%
\$ 3.000	\$ 3.049	25.0%		\$ 4.300	\$ 4.349	35.4%
\$ 3.050	\$ 3.099	25.4%		\$ 4.350	\$ 4.399	35.8%
\$ 3.100	\$ 3.149	25.8%		\$ 4.400	\$ 4.449	36.2%
\$ 3.150	\$ 3.199	26.2%		\$ 4.450	\$ 4.499	36.6%
\$ 3.200	\$ 3.249	26.6%		\$ 4.500	\$ 4.549	37.0%
\$ 3.250	\$ 3.299	27.0%		\$ 4.550	\$ 4.599	37.4%
\$ 3.300	\$ 3.349	27.4%		\$ 4.600	\$ 4.649	37.8%
\$ 3.350	\$ 3.399	27.8%		\$ 4.650	\$ 4.699	38.2%
\$ 3.400	\$ 3.449	28.2%		\$ 4.700	\$ 4.749	38.6%
\$ 3.450	\$ 3.499	28.6%		\$ 4.750	\$ 4.799	39.0%
\$ 3.500	\$ 3.549	29.0%		\$ 4.800	\$ 4.849	39.4%
\$ 3.550	\$ 3.599	29.4%		\$ 4.850	\$ 4.899	39.8%
\$ 3.600	\$ 3.649	29.8%		\$ 4.900	\$ 4.949	40.2%
\$ 3.650	\$ 3.699	30.2%		\$ 4.950	\$ 4.999	40.6%
\$ 3.700	\$ 3.749	30.6%		\$ 5.000	\$ 5.049	41.0%
\$ 3.750	\$ 3.799	31.0%				

Item 605: Guarantee of Service

All standard service time quotations are good faith estimates and FedEx Custom Critical will use its commercially reasonable efforts to keep quoted service ETA's.

The Guarantee of Service shall be automatically suspended and no refund will be given for service failures resulting from Force Majeure type events or any circumstances beyond the direct and exclusive ability of FedEx Custom Critical to control, or service failures resulting from any act, inaction or omission of any party other than FedEx Custom Critical, that contributes to, causes or triggers events that directly, indirectly or ultimately result in a delay or non-delivery. The Guarantee of Service shall also be suspended and no service guarantee shall be applied to any shipment, or portion of a shipment, which through no fault of FedEx Custom Critical requires or involves a re-delivery. Should the Guarantee of Service be suspended, there are no other remedies offered or implied for service failures.

When a service failure occurs solely as a direct result of the negligent acts or omissions of FedEx Custom Critical, the following shall apply:

If an initial delivery occurs more than (a) two (2) hours after the time agreed upon, a refund will be processed for 25% of the total per-mile rate for all miles traveled (or of the minimum charge in the event of a minimum-charge shipment), or (b) four (4) hours after the time agreed upon, a refund will be processed for 50% of the total per mile rate for all miles traveled (or of the minimum charge in the event of a minimum- charge shipment). Fees such as Fuel Surcharges, Declared Value (Released Value) charges, C.O.D. charges and any and all other accessorial service fees are not subject to any refund or adjustment.

At its sole discretion, FedEx Custom Critical reserves the right to make a compromise in the event of conflicting findings.

No automatic invoice adjustments will occur. In order to request any refund, the consignor or consignee must apply in writing for a refund within 30 days after the delivery of the shipment. All transportation charges must be paid in full before any claim relating to service performance will be processed or investigated. FedEx Custom Critical shall investigate and approve or decline the claim for a refund within 30 days of the receipt of the latter of a written request and payment in full. Should payment in full and/or

written request be received after 30 days, no Guarantee of Service shall be offered. No deductions or offsets will be permitted with respect to transportation charges owed to FedEx Custom Critical.

FedEx Custom Critical, Inc. shall not be liable in any event for any special, incidental, extended or consequential damages, including but not limited to loss of profits or income, whether or not FedEx Custom Critical, Inc. had knowledge that such damages might be incurred. This Guarantee of Service constitutes the sole and exclusive remedy for any service failure, delay in delivery or failure to deliver.

Item 610: Hazardous Materials

Shipments which contain articles considered hazardous (See Note), will be subject to an additional charge per shipment, consisting of the greater of the applicable minimum charge, or the additional rate per mile based on the total loaded miles. Such charge shall be in addition to all other applicable charges.

Category:	B	C	D	E
Minimum Charge	150.00	250.00	250.00	350.00
Rate per Mile	.15	.25	.25	.35

Note: The transport bill of lading and shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to the carrier. Shipper must provide the carrier with the proper shipping names, hazardous class and the proper "UN" classification. Carrier and shipper shall operate in conformity with all applicable regulations contained in Title 49, CFR, Parts 100 to 180 insofar as they pertain to the preparation and transportation of Hazardous Materials. Shipper will be responsible for the proper packaging, marking, and related paperwork, including Material Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments.

Shipper will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the occurrence of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by FedEx Custom Critical, as a result of its failure to comply with any of the foregoing and/or those as required of a Shipper by law. Further, Shipper shall assume

all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing.

Item 615: NY Metro / Northeast

A fee will be charged per shipment on all shipments that pickup and/or deliver within New York City or the surrounding NY Boroughs with postal code ranges within 100-119 zip code parameters.

Item 620: Impracticable Operations

Nothing in this tariff, or as amended, or in tariffs governed by this tariff, or in contracts referencing and incorporating this tariff shall be construed as making it binding upon this carrier to accept freight from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this tariff, local, state or federal regulations restricting or prohibiting certain vehicle types, commodities services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public or pose a security risk. Further, at its sole discretion, FedEx Custom Critical, Inc. reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur.

Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.

Item 640: Inside/Pickup Delivery

Shipper is responsible for loading and consignee is responsible for unloading unless special handling is required and additional fees applied.

- 1) When requested by the consignor or consignee, otherwise required, the carrier may move shipments or portions of shipments:
 - a) To positions beyond the immediately adjacent unloading or loading position located on the ground floor or dock area if dock-high equipment is requested, required and/or utilized. For purposes of clarification, "immediately adjacent" shall mean less than 100 feet from the back of the vehicle and assumes no steps are involved. If steps are involved, regardless of whether the freight is moved less than 100 feet from the back of the vehicle, it shall be considered a non-adjacent movement.
OR
 - b) Pickups or deliveries involving apartment houses,

private residences, country clubs, farms, estates, golf courses or camps (other than military), office buildings, stores or offices in malls shall all be considered non-adjacent movements.

- 2) The charge for services as described above will be \$5.00 per 100 pounds (cwt), subject to a minimum charge of \$150.00 per pickup or delivery

Item 650: Lien Rights

FedEx Custom Critical shall retain lien rights on freight for transportation charges, any applicable storage charges and any charges advanced.

Item 655: Limitation of Size and Weight The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles or facilities.

Item 660: Limitation on Legal Actions/ Arbitration

The right to damages against FedEx Custom Critical under any cause of action arising from the transportation of any shipment governed by this tariff shall be extinguished unless an action is brought within two (2) years from the date of delivery of the shipment or from the date on which the shipment should have been delivered, and that compliance, without limitation, with all other applicable terms and conditions prescribed by this tariff is fully satisfied.

FedEx Custom Critical agrees to provide transportation and related services with the understanding that no shipper, consignee, consignor, payor, third party or any other individual or entity with an ownership interest in a shipment or portion thereof, will not sue FedEx Custom Critical as a class plaintiff or class representative, join a class as a member or participate as an adverse party in any way in a class action lawsuit against FedEx Custom Critical. However, nothing in this paragraph limits any rights to bring a lawsuit as an individual plaintiff or commence an arbitration proceeding against FedEx Custom Critical.

To the extent any court finds that state rather than federal law applies to any provision of this tariff, the controlling law is the substantive law of the jurisdiction in which freight is actually (physically) tendered to FedEx Custom Critical for transport. In the event multiple locations in more than one state tender cargo for transport as a part of a single or

consolidated shipment, the controlling law is the substantive law of the respective jurisdiction where individual freight was physically tendered.

The performance of any services does not make us an agent of a shipper or any third party for any purpose.

Any dispute, claim or lawsuit arising out of, or related to any shipment under this tariff, or the services provided or that were offered to be provided, or the consideration that was paid or agreed to be paid for such services ("claim") containing a request for monetary or injunctive relief that, if allowed or granted, would have a reasonable value in excess of \$500,000.00, inclusive of the claims asserted by the claimant in conjunction with others or on behalf of others, shall be resolved by binding arbitration. The arbitrator shall be responsible for determining whether a claim meets the requirements for resolution by arbitration under this provision. FedEx Custom Critical agrees to pay all filing and other administrative fees necessary to initiate any such arbitration, subject to the right of the arbitrator to reallocate and assess such fees against other parties to the arbitration in accordance with the Arbitration Rules applicable to the proceedings.

If the claim is made by a person who purchased FedEx Custom Critical services or contracted to purchase such services for personal, family or household use and that person's individual claim is for less than \$10,000.00, then the arbitration shall be administered in accordance with the American Arbitration Association's Arbitration Rules for Resolution of Consumer-Related Disputes. Otherwise, the arbitration shall be administered in accordance with the American Arbitration Association's Commercial Arbitration Rules including, when appropriate, its Procedures for Large, Complex Commercial Disputes. These Rules, as amended from time to time, are available on the Web at: www.adr.org. NO PARTY SHALL HAVE THE RIGHT TO A TRIAL BY JURY IF THE CLAIM IS COVERED BY THE TERMS HEREOF.

Item 670: Non-Waiver

Failure by FedEx Custom Critical, Inc. to apply or enforce the provisions of its tariff(s), service guides, standard operating procedures, terms and conditions or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided.

Item 675: Over-Dimensional Shipments

Shipments containing articles exceeding 9 feet 2 inches in height, 8 feet 6 inches in width or 47 feet in length (or exceeding any of the above dimensions, singly or combined) or shipments which contain articles, any one of which when loaded on a standard vehicle exceed Federal, State or Municipal regulations, will be handled by Exclusive Use White Glove Services only and when transported on flatbed- type equipment are subject to the following conditions and minimum charges:

- a) Arrangements for transporting over- dimensional or over-weight freight provided above must be made with the carrier before shipment or any portion thereof is tendered for transportation.
- b) Such shipments as are accepted will be subject to freight charges based on 150% of the actual weight of the shipment or 150% of the established minimum weight, whichever is greater, and at the Column rate applicable thereto.
- c) Where regulations or laws of any Federal, State or Municipal Government or any subdivision thereof require use of one or more flagmen and/or one or more escort vehicles to legally transport over-dimensional or over-weight articles, such arrangements will be made by the carrier as required and shall be invoiced at 130% of any and all fees, charges, repairs, replacements, modifications, and/or general expenses incurred associated therewith.
- d) FedEx Custom Critical will not assume any liability whatsoever, directly or indirectly, resulting from or occurring in connection with its involvement in making any of the arrangements defined in c) above.

Item 680: Packaging, Marking and Paperwork The "shipper," not FedEx Custom Critical, Inc., is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications and all paperwork required for the safe and lawful transportation of its tendered cargo.

Item 685: Payment

Absent a written waiver by FedEx Custom Critical, Inc. or contractual specification to the contrary, all freight transportation and related charges are due and payable within fifteen (15) days of delivery of shipment or in the event of a cancelled move, within fifteen (15) days of the date of the scheduled delivery. Payments not received within fifteen (15) days of delivery of shipment are subject to interest

accruing daily for all past due amounts at a rate of 1.5% per month.

Item 690: Pier Deliveries

Carrier expenses incurred for pickup or delivery service on shipments involving piers, docks, pier terminals, transit sheds or wharves, including the loading and/or unloading charges of the longshoremen, stevedores, public loaders, gate passes and all other applicable charges, the charge will be actual costs, plus 30%, subject to a \$100.00 minimum. Detention will be applied normally.

Item 700: Protective Security Services (PSS) - (Available on Department of Defense shipments and only on shipments utilizing the services of FedEx Custom Critical, Inc., Exclusive Use White Glove Services)

Carriers that have been cleared by the Defense Investigative Service and qualified by MTMC to transport Secret shipments shall provide Protective Security Service (PSS) upon request of shipper, subject to the following definition, requirements and charges:

- 1) Definition and Requirements: Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1A and reissues thereof. A textual representation of these definitions and requirements can be obtained by contacting Exclusive Use White Glove Services at: 1.800.255.2421.
- 2) Annotation: When PSS is required for a DOD shipment, the shipper shall notify the carrier in advance and annotate the bill of lading as follows:

“Protective Security Service Requested. Signature and Tally Record (DD Form 1907) Furnished to Carrier.”
- 3) Charges: In addition to all rates and charges for transportation, shipments for which PSS is provided by carrier at shipper's request will be subject to the following charges which will apply from point-of-origin to point-of-destination:
 - Any Distance PSS (1) \$0.75 per mile per vehicle
 - Minimum Charge PSS (7) \$500.00 per vehicle

Item 695: Peak Surcharge

During specified times of the year, a Peak Surcharge will apply to shipments meeting the published criteria and characteristics.

Go to <http://customcritical.fedex.com> for information on peak surcharges in effect, including applicable services, surcharge amounts and effective dates.

Item 705: Reconsignment or Diversion Shipments may be diverted or reconsigned upon instructions from the shipper, consignee or owner, and carrier's applicable prevailing tariff mileage rates from point of original destination to reconsignment destination will be applied and added to the original shipment mileage charges.

Item 710: Redelivery

When a shipment is consigned to businesses, warehouses and other generally recognized receiving locations, and the carrier vehicle is capable of making delivery and through no fault of the carrier such delivery cannot be accomplished, applicable detention charges will be assessed, with credit for any applicable free- time given per Item 580 of this tariff (see note below), until delivery is made, subject to a maximum of ten (10) hours detention per calendar day, regardless of whether or not carrier's vehicle remains on the consignee premises or departs from said premises while waiting (a) to deliver on the consignee's next regularly scheduled business day or (b) to deliver at a re-designated time as instructed by a consignee representative.

If redelivery is to a location other than original consignee location, detention charges will accrue as provided for herein until carrier receives instruction to deliver to a new consignee location. An additional charge based upon mileage and vehicle furnished will also be assessed for all miles from the original consignee location to the newly designated consignee location, provided however, that if redelivery is to a location within the confines of the same plant, compound or facility grounds, no additional mileage charges shall apply but in lieu thereof a stop-off charge of \$60.00 shall be assessed.

Note: No free time exists for Exclusive Use White Glove Services Temperature-Controlled equipment.

Item 725: Return, Rejected and Damaged Shipments

On shipments or portions thereof which are returned (refused), rejected or damaged, carrier will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin and charges will be assessed at the mileage rates shown in carrier's applicable tariffs (in effect on the date of the return shipment) for the vehicle type used in the original outbound move with mileage

calculated from delivery point to point of original pickup.
Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

Item 727: Right to Use Outside Carriers FedEx Custom Critical reserves the right to tender any shipment to an outside motor carrier.

All shipments utilizing outside carriers are pursuant to FedEx Custom Critical's U.S. DOT property broker authority. FedEx Custom Critical shall remain responsible to the customer for performance of any such shipment to the same extent as if FedEx Custom Critical had carried such shipment itself. In the event a contract is in place relating to the shipment, FedEx Custom Critical tariffs shall, to the extent permitted under the contract, continue to apply as between FedEx Custom Critical, the shipper, consignee, and/or consignor as otherwise set forth herein.

Item 730: Satellite Motor Surveillance Service (SNS) - (Available on Department of Defense shipments and on shipments utilizing the services of FedEx Custom Critical Inc., Exclusive Use White Glove Services)

- 1) **Definition and Requirements:** Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1A and reissues thereof. A textual representation of these definitions and requirements can be obtained by contacting Exclusive Use White Glove Services at: 1.800.255.2421.
- 2) **Annotation:** When SNS is required on a DOD shipment, the shipper shall notify the carrier in advance (48 hours or more if possible) and annotate the bill of lading as follows:

"Satellite Motor Surveillance Service (SNS) requested. In the event of SNS system failure, driver must immediately notify the motor carrier dispatcher who will contact DTTS at 1.800.826.0794. Driver must subsequently provide DTTS a telephonic location/status report every four (4) hours, with a final telephonic report upon delivery at destination."
- 3) **Charges:** In addition to all other charges for transportation, shipments on which SNS is requested and provided will be subject to a charge of SNS(1) \$0.13 per mile or a minimum charge of SNS(2) \$160.00 per vehicle or dromedary service.

Carriers offering this service will enter in Section F(1) of the DOD tender SNS(1) with the appropriate mileage charge and SNS(2) in the "Minimum Charge/Wt." Column.

Item 735: Security Escort Vehicle Service (SEV) - (Available only on shipments utilizing the services of FedEx Custom Critical, Inc., Exclusive Use White Glove Services)

Security Escort Vehicle Service is offered to commercial customers as well as U.S. Government customers and consists of the following:

- 1) Carrier will provide an escort vehicle manned by two drivers to maintain constant and specific surveillance of the cargo vehicle. Constant and specific surveillance of the cargo vehicle is defined as maintaining a continuous view of the cargo vehicle from behind. During en-route stops, at least one of the escort vehicle drivers must maintain a constant, unobstructed view of the cargo vehicle while either remaining in the escort vehicle or being within approximately 25 feet of such vehicle.
- 2) In the event of an accident, breakdown, natural disaster or civil disturbance involving or affecting either vehicle, drivers will immediately contact dispatch, and, if appropriate, the nearest state or local law enforcement agency for emergency assistance.
- 3) **Charges:** In addition to all standard rates and charges for transportation, shipments on which this service is provided will be subject to an additional charge of \$3.00 per mile for all miles from point-of-pickup to point-of-delivery, subject to a \$950.00 minimum.

Item 740: Shipper Bill of Lading / Airway Bills/ Paperwork

Bills of lading, airway bills and/or paperwork provided by a shipper, broker, forwarder, other carrier, intermediary or other documents not issued by FedEx Custom Critical, shall act solely as "receipts" for the transfer of custody of cargo only. Absent a contractual arrangement, all terms and conditions of transport shall be pursuant to the FedEx Custom Critical bill of lading and applicable tariffs in effect when service is provided.

Item 745: Signature and Tally Record Service (675) - (Applicable and available only on shipments utilizing the services of FedEx Custom Critical, Inc., Exclusive Use White Glove Services)

Carrier shall provide Signature and Tally Record

Service (675) upon request of the consignor, subject to the following definition, requirements and charges:

- 1) Definition and Requirements: Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1A and reissues thereof. A textual representation of these definitions and requirements can be obtained by contacting Exclusive Use White Glove Services at: 1.800.255.2421.
- 2) Annotation: Shipper or their agent must notify the carrier in advance and sign the following annotation on the bill of lading:

Signature and Tally Record requested. DD Form 1907 provided by the shipper and furnished to carrier.

Date: _____ Signature: _____
 Title: _____

3) Charges: In addition to all rates and charges for transportation, shipments on which 675 is provided at shipper's request will be subject to a charge of \$60.00 per shipment. A separate charge for Signature and Tally Record Service will not be billed when a higher protective security service is charged, which includes the requirement for Signature Tally Record.

Item 750: Sorting, Segregating, Stacking As requested or required, when carrier personnel perform services involving sorting, segregating and/or stacking of freight, the charge for such service shall be \$75.00 per hour or fraction thereof and subject to a minimum charge of four (4) hours. This charge is in addition to any applicable inside pickup / delivery fee as identified in item 620 of this tariff, and is in addition to any other lawful transportation charges contained in this tariff or any other tariff or publication referenced in this tariff.

Item 755: Special Permits or Fees
 Any fees paid to any Federal, State or Municipal Government or Canadian Authority, or any subdivision thereof for special permits as may be required in connection with such movement will be added at a cost plus 30% of such cost.

Item 760: Specialized Services and/or Equipment
 Upon request, FedEx Custom Critical may provide the following services and/or equipment. Carrier will not be responsible to provide special and/or extra equipment or perform accessorial services if not specifically requested to do so prior to the tender of

the shipment. If prior arrangements for specialized services and/or equipment are not made with the carrier, carrier reserves the right to refuse such shipment and the charges named in Item 800 (Vehicle Furnished But Not Used) and Item 805 (Vehicle Relocation Charges) will apply. A customer may however, at their own risk, choose to unload the shipment and wait for the required equipment to be furnished. Requests for special equipment and/or services must be noted on all shipping orders, bills of lading, and/or electronic media. Surface Expedite Exclusive Use Services includes the following items:

	Cargo Van	Straight Truck	Tractor
Straps	2	2	4
Pads	0	0	0
Load Bars	2	2	4

White Glove Services includes the following items:

	Cargo Van	Straight Truck	Tractor
Straps	2	6	12
Pads	0	12	36
Load Bars	2	6	12

The following charges shall be in addition to all other lawful transportation and related charges.

- a) Crating or Uncrating services: \$75.00 per hour, subject to a minimum of \$120.00 per stop.
- b) Pallet Jack will be provided at a charge of cost plus 130%, with a minimum of \$50.00.
- c) Towmotor: \$100.00 per day or actual rental cost plus 130%, whichever is greater.
- d) Requests for excess furniture pads can be provided at a cost plus 30% with a minimum charge of \$50.00.
- e) Debris removal/disposal of packaging material will be charged at the vehicle/mileage rate for all miles driven to a disposal location, and a stop-off charge of (\$75.00), and the actual cost of disposal plus 130%, whichever is greater.
- f) Decking will be provided as a cost plus 130%.

Note 1: Surface Expedite Exclusive Use will only provide items b) and e) above.

Note 2: Exclusive Use White Glove Services will provide all of the above. Also, there is no charge applied for Pallet Jack service item b) for shipments performed with White Glove Services

- g) When liftgate equipment is requested or required for shipments tendered to,

accepted by, and transported via carrier's Surface Expedite Exclusive Use service, such equipment will be furnished, whenever practicable, at the fee of \$250.00 across all mileage brackets and equipment types.

Item 765: Temperature Controlled Specialized Services and/or Equipment

Where requested or required, shipments involving temperature-controlled equipment and/or a high-cube electronics trailer will be referred to FDCC Tariff 424 and 425.

Note: Where contract(s) and special tariff(s) are in existence, the following accessorial charges apply.

Temperature-Controlled Equipment Without Recording Devices/ High-Cube Electronics Trailers Additional Fee:

One-Way Mileage / Type of Equipment Charge Rate

Category	Fee Per Mile	Minimum Charge
B	\$0.36	\$157.50
C	\$0.40	\$175.00
D	\$0.50	\$200.00
E	\$0.55	\$250.00

Temperature-Controlled Equipment With Recording Devices (Temperature-Controlled Validated® Service) Additional Fee:

One-Way Mileage / Type of Equipment Charge Rate

Category	Fee Per Mile	Minimum Charge
B	\$0.70	\$300.00
C	\$0.80	\$350.00
D	\$0.95	\$450.00
E	\$1.20	\$550.00

Item 770: Stop-Off In Transit: Loading / Unloading

- Shipments may be stopped in transit for the purpose of partial loading and/or unloading. One (1) hour additional free time will be given for each such in transit stop.
- The rate to be assessed shall be the rate applicable from point-of- origin to point-of- final-destination (See Note).
- The initial pickup stop and the final delivery stop are not subject to stop-off charges. The charge shall be \$75.00 per stop.

- On shipments where the charges are collect or prepaid but not a combination of both, and shipper or consignee requests separate billing per stop-off, the carrier will divide the total applicable revenue of such shipment by the number of stops, and the result will be the charges for each billed stop.
- Broker/Customs stops shall not be subject to the \$75.00 stop-off fee identified in (c) above and will not be subject to any additional free-time.

Note: When rates are based on mileage, the rate to be applied shall be the rate applicable for the total mileage of the shipment calculated from the original point-of-origin to point-of-final- destination via all stop-off points. Mileage shall be computed as provided for in Item 520 (Computation of Mileage). When the carrier performs stop-off service involving two or more stops within the limits of the same city, town, compound, distribution center or plant, the applicable mileage between each such stop shall be 10 miles and shall be in addition to the charge provided in Paragraph (c) herein.

Item 775: Storage Rights

On refused, rejected or other shipments where FedEx Custom Critical is unable to deliver a shipment or part of a shipment, to its intended final destination, FedEx Custom Critical shall be entitled to recover "any and all costs in any way associated with the storage of any cargo." At its sole option, FedEx Custom Critical may deposit the cargo in a public warehouse or storage facility under the consignee's, and/or shipper's name so that storage fees do not accrue against FedEx Custom Critical.

FedEx Custom Critical liability for loss or damage to cargo is eliminated once cargo is deposited.

Consignee has the responsibility to unload freight, or allow unloading of freight, within 24 hours of the truck arriving at delivery or scheduled delivery time, whichever is later.

Item 780: Subcontracting Rights

For its operating convenience, carrier reserves the right to hire other qualified carrier subcontractors to provide all or part of any given transport. Whenever such service is substituted by the Carrier, the rules, tariffs and rates shall continue to apply unless shipment-specific agreements are utilized.

Item 785: Tolls

In concert with mileage calculations using ALK Technologies, Inc.'s PC*MILER mileage calculation software, a companion tolls calculation software, ALK Technologies, Inc.'s FleetSuite Tolls, will be used to determine toll charges. Toll charges will be

assessed in addition to any and all other lawful transportation and related charges and subject to the following:

- 1) Applies on tolls incurred in the continental United States only.
- 2) Applies on loaded miles from point-of-pickup through point-of-delivery.
- 3) Applies on chargeable pre-pickup and post-delivery vehicle relocation for all miles (no 100-mile exclusion) from closest Exclusive Use Service Location to point-of-pickup and/or from point-of-delivery to closest Exclusive Use Service Location.
- 4) Will not apply on Vehicle Furnished But Not Used shipments (Dry Runs).
- 5) Toll percentages applicable for each vehicle type:
Cargo Van/Sprinter = 30% of that determined by ALK FleetSuite Tolls software.

Straight Trucks = 60% of that determined by ALK FleetSuite Tolls software.

Tractor, Tractor-Trailer and Flatbed = 100% of that determined by ALK FleetSuite Tolls software.

Item 790: Transportation Protective Service Charges - (Available on Department of Defense shipments and only on shipments utilizing the services of FedEx Custom Critical, Inc., Exclusive Use White Glove Services)

If a DOD shipper annotates the bill of lading requesting that carrier provide more than one transportation protective service, and the requirements of one service duplicate the requirements of one of the other requested services, carrier will assess charges only for the higher protective service. For example: If shipper annotates the bill of lading requesting the carrier to provide both DDP and CIS, then the carrier will assess charges only for DDP since DDP also includes the requirements for CIS.

Item 792: Import / Export / Customs Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those related to the packing, marking, import, export, carriage or delivery of the cargo, and shall furnish such information as may be necessary to comply with such laws and regulations. Carrier is not liable to Shipper and Shipper shall indemnify Carrier for loss or expense due to Shipper's failure to comply with this provision. For shipments requiring customs clearance, the Shipper, consignee, Third Party, Customs Broker and/or Agent is responsible for complying with all applicable domestic and international treaties, laws,

government regulations, orders or requirements, including but not limited to, customs and import/export laws and regulations of any country to, from, through or over which the shipment may be carried and agrees to furnish such information and complete such documents as are necessary to comply with such treaties, laws, regulations, orders or requirements. Under no circumstance will the carrier be liable for failure to comply with any such provisions.

Carrier assumes no responsibility for insuring or otherwise providing for clearance of freight through Customs. Carrier does not represent any knowledge or expertise in Customs Clearance processes and/or procedures and is not responsible for the acts or omissions of the Customs Agent and/or its affiliate Custom's Broker that may have been selected for the purpose of clearing the shipper's freight through Customs and serves as a liaison between the Shipper and Customs Agents and/or Brokers at shipper's request and convenience.

Item 793: In-Bond Shipment

When FedEx Custom Critical, Inc. accepts to transport commodities it is with the understanding that each product is at full potency, stability and tolerance, and has not experienced any temperature excursion. No liability whatsoever is assumed when any shipment or portion thereof has experienced temperature excursions associated with any prior or subsequent transport to FedEx Custom Critical, Inc.'s chain of custody. When requested by the consignor or consignee, FedEx Custom Critical may move shipments or portions of shipments to a U.S. destination or point of re-export for shipments entering the U.S. that are not cleared at the first point of entry. FedEx Custom Critical will attempt to arrange for the in-bond movement and appropriate U.S. Customs & Border Protection authorization (CBP Form 7512). FedEx Custom Critical will utilize the services of authorized third parties for these services and their fee will be passed along to the customer at 130% of any fees, charges, and/or general expenses associated with those incurred costs.

When requested by the consignor or consignee, FedEx Custom Critical may move shipments or portions of shipments to a Canadian destination or point of re-export for shipments entering Canada that are not cleared at the first point of entry. FedEx Custom Critical will attempt to arrange for the in-bond movement and appropriate Canada Border Services Agency (CBSA) authorization (Form A8A).

FedEx Custom Critical will utilize the services of

authorized third parties for these services and their fees will be passed along to the customer at 130% of any fees, charges, and/or general expenses associated with those incurred costs.

Item 795: Trans-Border Fee: Canada

A fee will be charged on all shipments that a) pick up in the U.S. and deliver in Canada, b) pick up in Canada and deliver in the U.S., c) pick up in the U.S. and trip-through Canada making delivery in the U.S., and d) pick up in Canada and trip-through the U.S. making delivery in Canada. No such fee will be charged for intra- Canadian moves.

Rate Category	Charge
B	\$125.00
C	\$175.00
D	\$175.00
E	\$200.00

Item 796: TSA Regulated Transport

FedEx Custom Critical has instituted a security program to comply with federal regulations governing the transportation of cargo ultimately destined for transport by aircraft. FedEx Custom Critical is in compliance with the Transportation Security Administration (TSA) Indirect Air Carrier Standard Security Program (IACSSP). No shipment services will be performed except those that are in strict compliance with the IACSSP and regulations governing shipments destined for an aircraft including, but not limited to the use of TSA qualified drivers. Any person, persons or entity found to be attempting to undermine the regulations will be vigorously prosecuted by FedEx Custom Critical, Inc. to the fullest extent of the law and immediately reported to the appropriate government authority. FedEx Custom Critical and any utilized transportation service provider reserves the right to open and inspect any cargo tendered for transport. FedEx Custom Critical reserves the right to follow the above security protocol as it deems appropriate. Shipments designated by FedEx Custom Critical as requiring the above security protocol will be assessed a fee of \$100.00 per shipment.

Certified Cargo Screening Program

(Available via White Glove Services only)

TSA has developed the Certified Cargo Screening Program (CCSP) as a solution to help the industry reach the 100-percent screening mandate. Certified Cargo Screening Facilities (CCSF) must carry out a

TSA-approved security program and adhere to strict chain-of-custody requirements. FedEx Custom Critical is not a CCSF and has no access to provide storage services to customers. FedEx Custom Critical solely provides transportation of the certified prescreened cargo using TSA qualified drivers as directed by the shipper. Customers requiring transportation services of certified prescreened cargo must advise FedEx Custom Critical during order entry allowing a minimum of 48 hours advance notice for pickup. Fees associated will vary based on the requirements of the shipment.

Item 797: Use of the English Language: Quebec Residents

The parties declare that they have required that these Terms of Use and all documents related hereto, either present or future, be drawn up in the English language only.

Les parties déclarent par les présentes qu'ils exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.

Item 800: Vehicle Furnished but Not Used

- (a) When an order is cancelled after a vehicle has already been dispatched to make a pickup, fees will be charged at the applicable one-way rate based on the type of equipment ordered and per the customer's contract/tariff or standard tariff rates, whichever is applicable. The fee includes all miles from the point of dispatch to the point of the vehicle's location at the approximate time of order cancellation or a minimum charge as outlined below or as applicable to customer's contract/tariff. This applies to all orders regardless of order- entry method.
- (b) Fees described in (a) above shall also be assessed when no cancellation notice is received by FedEx Custom Critical subsequent to order placement and the arrival of a vehicle at point of pickup, and it is then determined that there is no such shipment to transport. This applies to all orders regardless of order- entry method.
- (c) Shipments booked online must be cancelled by telephone at 1.800.762.3787.

Rate Category	Weight Classification	Length	
B	up to 2,500 lbs.	Up to 8 1/2'	
C	up to 5,000 lbs.	Up to 14'	
D	up to 13,000 lbs.	Up to 22'	
E	over 13,000 lbs.	Up to 53'	

Flatbed	Tractor and any type of flatbed or drop-deck trailer.
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Rate Category	*Minimum Charge in Dollars and Cents
B	\$150.00
C	\$250.00
D	\$250.00
E	\$400.00

*Applies ONLY when services are provided by FedEx Custom Critical, Inc., Surface Expedite Exclusive Use.

Rate Category	*Minimum in Dollars and Cents
B	\$200.00
C	\$350.00
D	\$350.00
E	\$350.00
Flatbed	\$650.00

*Applies ONLY when services are provided by FedEx Custom Critical, Inc., Exclusive Use White Glove Services.

Item 805: Vehicle Relocation Process

With respect to services involving the following Vehicle Classifications, the following vehicle-relocation charges and provisions of Paragraphs (a) through (e) will apply:

Rate Category	Weight Classification	Length
B	up to 2,500 lbs.	Up to 8 1/2'
C	up to 5,000 lbs.	Up to 14'
D	up to 13,000 lbs.	Up to 22'
E	over 13,000 lbs.	Up to 53'
	or any type of tractor and trailer combination including flatbed equipment	

Pre Pickup

- a) No inbound to pickup relocation charge will be made if equipment is required to travel less than 100 miles to the point of pickup. Except as may be otherwise provided for herein, mileage shall be computed from the closest "Exclusive Use Service Location" where suitable power is based to the point of pickup by the shortest timed route (practical mileage). Such mileage shall be the applicable mileage ascertained by compilation of distances consistent with Items 20 and 520 of this tariff.

- b) For shipments involving tractor-trailer combinations with a liftgate, high-cube electronics trailer, flatbed, drop-deck, shipments requiring movement in a cryogenic state (-50 degrees Celsius or below) or a vehicle with customer-requested exact, abnormal or unique specifications, or shipments involving explosives, or where protective security service (PSS), or Dual Driver Protective Service (DDP) is requested or required, vehicle relocation charges per the below fee schedule will apply when the vehicle is required to travel in excess of 100 miles from its dispatched location to the point of pickup by the shortest timed route (practical mileage).

Such mileage shall be the applicable mileage ascertained by compilation of distances consistent with Items 20 and 520 of this tariff.

Note: No such fee applies on shipments requiring temperature-controlled vehicles or equipment, except shipments requiring movement in a cryogenic state (-50 degrees Celsius or below) or shipments involving a vehicle with customer-requested exact, abnormal or unique specifications.

- d) From any point-of-origin to any point-of-pickup not shown in the guide referred to in Paragraph (a) or in (b) above, or when mileage is not shown in the guide between named points, the distance from or to the next more distant point that is shown shall apply. Pre-pickup vehicle relocation charges shall be in addition to any and all lawful equipment charges already in effect as follows:

Fee Schedule for Relocation Unit	Fee Per Mile
Rate Category B	\$1.00
Rate Category C	\$1.10
Rate Category	\$1.10
Rate Category E	\$1.20

Delivery Area		Equipment and Rate		
United States	Canada	B	C and D	E
AZ, CO, NM, NV, South FL (Miami-Dade, and Monroe counties)		\$50.00	\$100.00	\$150.00
OR, UT, WA		\$125.00	\$175.00	\$250.00
ID, MT, ND, SD, WY	ON, QC	\$200.00	\$250.00	\$400.00

charges will be in addition to all other applicable charges. Only one surcharge per shipment shall apply.

FedEx Custom Critical Holiday Schedule:

United States Holidays:

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

Canadian Holidays:

New Year's Day
 Good Friday
 Victoria Day
 Canada Day
 Labour Day
 Christmas Day
 Boxing Day

Post Delivery

- d) Shipments making a final delivery in the states listed or any province in Canada are additionally subject to post-delivery relocation fees. A fee will be assessed on all shipments where a shipment's delivery is destined for a state/country below: Fuel surcharge will be charged in addition to these charges. Post-delivery vehicle relocation charges shall be in addition to any and all lawful equipment charges already in effect as follows:

Item 810: Vehicle Used to Transport Customer Trailer

All such moves are considered to be round-trip moves, even if the customer trailer is only transported one-way. As carrier is requested or required to provide power to transport a customer trailer, charges will be 150% of the applicable one-way mileage (outbound) rate.

Item 815: Waiver of Class-Action Participation

FedEx Custom Critical, Inc. accepts all shipments with the understanding that any shipper, consignee, paying agent, owner of the goods or any other entity or individual with an interest in a shipment, agrees not to be a participant in any class action against FedEx Custom Critical, Inc., and waives any right to be involved with such an activity.

Item 820: Warranties

FedEx Custom Critical, Inc. makes no warranties, implied or other, for any transportation and/or related services provided.

Item 825: Weekend and Holiday Surcharge

Shipments that are picked up and/or delivered on holidays or weekends (12:01 a.m. Saturday through 11:59 p.m. Sunday) will be assessed an additional charge of \$150.00 for transportation services. These

Item 830: NOTICE OF SHIPMENTS CONTAINING FOOD

For purposes of this Item, "Food" shall mean any food intended for human or animal consumption (including articles used for components thereof), except any food that is completely enclosed by a container and does not otherwise require controlled temperature service in order to ensure the safety of such food. Notwithstanding any other provisions of this tariff, with respect to any shipment of "Food", the provisions of this Item shall apply and supersede to the extent in conflict with any other provisions in this tariff.

- a) Notice. Any Customer tendering, receiving or otherwise requesting services for any shipment containing Food shall, no later than at the time of original order placement of the individual shipment, provide written notice to Carrier (hereinafter, the "Food/Temp Notice") specifically providing (1) notice that Food is being shipped, and (2) any special instructions or applicable handling requirements, including, but not limited to, any requirements related to condition, design, maintenance or type of transportation equipment; sealing of trailers; cross-contaminant restrictions; segregation/isolation of Food consignments; the need for equipment records (such as prior use or cleaning); temperature range (clearly stating whether the desired temperature is in degrees Fahrenheit or Celsius); the need for temperature records (including method of measuring, monitoring and documenting temperature); equipment pre-cooling requirements; desired transit- times, etc., (any such instructions, hereinafter the "Specialized Instructions"). Carrier shall not be bound to comply with any provisions contained in a Food/Temp Notice, including any Specialized Instructions set forth therein, unless Carrier expressly confirms its agreement to comply in a signed writing that identifies the specific shipment covered by the Food/Temp Notice. Except as specifically agreed in a signed writing by Customer and Carrier, in no event shall any Food/Temp Notice purporting to apply to multiple shipments (including any Food/Temp Notice purporting to apply to any specifically enumerated commodities, any category of commodities, or commodities moving to or from specified locations) be binding on Carrier or otherwise apply to services provided by Carrier. Customer warrants and represents that if no Food/Temp Notice is provided with respect to a shipment containing articles intended for human or animal consumption, then no special handling is required to ensure safety with respect to any such shipment.
- b) Effect of Failure to Provide Required Notice. If a Food/Temp Notice is required for a shipment as described above, but notice is not given or Carrier has not agreed to comply in writing in accordance with this Item [Number], then, notwithstanding any other provision of this tariff, the liability of Carrier arising from or related to cargo loss, damage or destruction, including loss, damage or destruction due to unreasonable delay, shall be limited to \$.10 per pound unless excess value has been declared by Shipper in accordance with the requirements of this tariff. Moreover, if Shipper has declared excess valuation with respect to any such shipment for which notice is required but not provided, in no event will liability of Carrier exceed \$20,000 per shipment. Food/Temp Notice not with standing, as with any claim, claimant must substantiate that damages have occurred during transport in order for Carrier to pay on the claim. If a claimant suspects the Food has been contaminated or adulterated, it has the responsibility to provide proof of same with any claim submission.
- c) Food Shipments Requiring Temperature Control. With respect to any shipment containing Food for which temperature control service has been requested via Food/Temp Notice containing Specialized Instructions, in the absence of Carrier's confirmation of any Specialized Instructions to the contrary, the following terms and conditions will apply to Carrier's transportation of such commodities: (1) the consignor of the shipment shall ensure that commodities are preconditioned to within appropriate temperature ranges at the time of physical tender to Carrier and any failure to properly pre-condition or temper the cargo shall constitute a complete defense to any claim for damage resulting from temperature excursions; (2) prior to loading, the consignor will be given the opportunity to take an ambient air temperature reading either from the thermometer located on the exterior of the trailer or within the trailer using a thermometer provided by the consignee; and (3) prior to unloading, the consignee will be given the opportunity to take an ambient air temperature reading either from the thermometer located on the exterior of the trailer or within the trailer using a thermometer provided by the consignee.
- d) Failure to Comply with Written Instructions. Any failure or alleged failure by carrier to comply with specialized instructions provided and acknowledged in accordance with the provisions of this item shall not, in and of itself, result in any presumption that the consignment is unsafe, contaminated, adulterated, or otherwise unfit for its intended purpose. Without limiting the generality of the foregoing, in no event

will lack of the original seal at the time of delivery result in any presumption that the consignment is unsafe, contaminated, or adulterated. Any initial determination that food has been rendered unsafe, contaminated, or adulterated requires customer to exercise reasonable discretion and provide affirmative proof. Carrier, or a third party appointed by carrier, shall be afforded the opportunity to inspect and test any food with respect to which such an initial determination has been made by customer, and carrier may offer evidence to rebut customer's determination. In no event will an allegation that food quality (as opposed to food safety) has been compromised result in a rejection of a load, or a claim alleging that the load has been rendered worthless. In all instances, customer confirms its obligation to mitigate damages.

- e) Indemnity. Shipper agrees to indemnify, defend, and hold carrier harmless from, and to pay and reimburse, any and all direct and indirect claims, liabilities, assessments, allegations, damages, fines, costs (including reasonable attorney fees), penalties and judgments arising from or related to shipper's failure to provide, or from carrier's compliance with or reliance on, any food /temp notice or specialized instructions as required herein.

Item 835: Shipment Rescue from another carrier

When Carrier dispatches a truck to retrieve a shipment from another mode of transport or transportation service provider in order to complete

delivery (a "Rescue"), an administrative Rescue fee of \$150 will be added to the standard applicable rates and accessorials for service. Prior to dispatch, customer must also provide a signed Letter of Authority in a form acceptable to Carrier to allow Carrier to retrieve the shipment. If the transportation service provider refuses to relinquish the freight to Carrier, Customer remains obligated to pay Carrier the Rescue fee and other applicable charges.

Item 840: Shipment of Firearms

FedEx Custom Critical will transport and deliver firearms (as defined by the Gun control Act of 1968), between areas served in the U.S. for shippers who are licensed importers, licensed manufacturers, licensed dealers, licensed collectors, the United States or any department or agency thereof, or any State or any department, agency, or political subdivision thereof, where not prohibited by local, state, and federal law. Shipper and receiver must: 1) be of legal age to send and receive firearms, 2) advise FCC that the shipment contains firearms, 3) not mark, label, or otherwise identify on the packaging that the shipment contains firearms, and 4) not ship ammunition with firearms. Adult signature required for delivery. All parties to the shipment are required to comply with all applicable government regulations and laws, and Shipper agrees to provide FCC with information regarding Federal Firearms licensing at order entry. An Accessorial fee for Security Services may apply.