

**FRZF 105 SERIES
GENERAL RULES & CHARGES TARIFF
EFFECTIVE OCTOBER 4, 2021
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SECTION 1 – GENERAL RULES

Governing Publications

Item 1

This tariff is governed, except as otherwise provided herein, by the following described tariffs, and by supplements or loose-leaf page amendments thereto or successive issues thereof:

- 1.1 Applicable Law** – This tariff, unless otherwise specifically agreed to in writing, will be governed by and construed in accordance with the laws of the State of Texas. Parties to this tariff consent to jurisdiction and venue before any federal or state courts in Dallas County, State of Texas for all disputes related to or arising out of this tariff.
- 1.2 Commercial Zones** – FRZF 110 Series, issued by FFE Transportation Services, Inc.
- 1.3 FFE Exception Class Tariff** – FRZF 115 Series, issued by FFE Transportation Services, Inc.
- 1.4 Fuel Surcharge** – FRZF 190 Series, issued by FFE Transportation Services, Inc. The application of the appropriate fuel scale shall apply. In any case where the average fuel price exceeds the highest price listed, the fuel surcharge shall increase incrementally on the appropriate fuel scale for every 0.5 cent increase in fuel price.
- 1.5 Hazardous Materials Regulations** – CFR Title 49, issued by U.S. Department of Transportation
- 1.6 Mileage Guide** – MileMaker® Practical Miles, current issue by Rand McNally
- 1.7 National Motor Freight Classification** – NMF 100 Series, issued by National Motor Freight Traffic Association, Inc.
- 1.8 Precedence of Rates** – When two or more rates may be applicable to a given shipment and one rate is more specific than the others’, the most specific rate shall apply. For example, the Precedence of Rates from the most specific to the least specific is: 5–digit zip code, 3–digit zip code, city, county, region or state.
- 1.9 Procedures for Cargo Loss and Damage Claims** – CRF Title 49 Part 370, issued by U.S. Department of Transportation
- 1.10 Procedures for Cargo Overcharge Claims** – CRF Title 49 Part 378, issued by U.S. Department of Transportation
- 1.11 Zip Codes** – National Five Digit Zip Code Post Office Directory, issued by the U.S.P.S.

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Advancing Charges

Item 2

No charges will be advanced by the Carrier other than charges which are incidental to the transportation of the shipment, such as: drayage, warehouse or cold storage, loading or unloading, transportation charges of other carriers of the same shipment, or inbound Carrier transportation charges.

Application of Rates

Item 3

3.1 Alternation – LTL rates are applicable only to LTL shipments and TL rates are applicable only to TL shipments. There is no alternation of rates between LTL and TL.

3.2 Inactive Rates – At Carrier's sole discretion specific non-contractual rates may not remain effective beyond nine (9) months of inactivity unless otherwise agreed to in writing.

3.3 LTL Rates – LTL rates apply on shipments only when shipped from one point, in one day, by one Shipper on one Bill of Lading (BOL) for delivery to one consignee at one destination. Rates will apply on minimum weight or actual weight (including tare weight) when greater, subject to the minimum charge provided in tariffs made party hereto.

Application of Tariff

Item 4

The Rules published in this Tariff will not apply if specific rules are provided in individual tariffs published by Carrier or otherwise stated in a fully executed contract.

Arrival Notice and Undelivered Freight

Item 5

5.1 Arrival Notice

(a) Actual tender of delivery at the consignee's address as shown on the BOL constitutes the notice of arrival of a shipment.

(b) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee no later than the next business day following the arrival of the shipments.

(i) The notice will be given by telephone if convenient and practical; otherwise, by mail, email or fax.

(ii) If the consignee's address is unknown to Carrier, the notice will be mailed to him at the post office serving the point of destination shown on the BOL.

(iii) In the case of notification by mail, the notice will be deemed to have been received by the addressee at 8:00 a.m. on the first business day after it was mailed.

5.2 Undelivered Freight

(a) If freight cannot be delivered because of the consignee's refusal or inability to accept it, or Carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the Shipper, then prior to the freight being placed in warehouse or public storage, Carrier will make a diligent effort to notify the Shipper that the freight is being stored and the reasons therefore, on behalf of the Shipper. Undelivered freight is subject to Carrier's lien for charges.

(b) Undelivered shipments will be subject to applicable storage or detention charges.

(c) On undelivered shipments, disposition instructions printed on the BOL, shipping order, shipping label, or container, or disposition instructions issued prior to tender of delivery, will not be accepted as an authority to reship, return, or reconsign a shipment, or to limit storage liability.

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Bills of Lading

Item 6

(a) If a Shipper elects to use a Bill of Lading contract or other form of freight receipt, any terms, conditions or provisions of such BOL or other form of freight receipt shall not apply if they are inconsistent with the terms and conditions of the FFE Bill of Lading or subsequent series. The terms of the FFE BOL shall apply and govern, including the terms and conditions of Carrier's tariffs which are incorporated by the reference in FFE Bill of Lading. Carrier's driver's signature does not constitute acceptance of any terms (including, but not limited to, notations regarding special or consequential damages) which conflict or are inconsistent with the FFE Bill of Lading terms and conditions. Carrier's driver's signature does not supersede the authority of any contractual terms with the Shipper or any relevant items of this tariff.

(b) For all shipments originated in the United States, where a BOL issued by the Shipper is other than the BOL required herein, such driver or other Carrier signature will acknowledge receipt of the freight only. Such non-authorized bills of lading are not a contract of carriage and Carrier will not be subject to its pricing, terms and conditions. The terms of the FFE Bill of Lading shall apply and govern.

(c) Continued use of unauthorized bills of lading by the Shipper will not, and does not constitute an implied acceptance or ratification by Carrier.

(d) BOL references made to classifications and tariffs or tariffs on file mean publications contained in Carrier's files. Such classifications and tariffs shall be made available to the Shipper on request to the extent that they apply to the Shipper.

(e) When the BOL does not indicate which Party (Shipper, Consignee or Third Party) is responsible for payment of the freight charges, the freight charges will be billed prepaid and freight charges assessed against the Shipper; otherwise, the Shipper and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of shipment. Nothing in the BOL shall limit the right of the Carrier to require the prepayment or guarantee of the freight charges at the time of shipment or prior to delivery.

(f) On LTL shipments, the name and address of only one Shipper, one consignee and one destination shall appear on a BOL or shipping order.

(g) Bills of lading shall include accurate details of the shipment necessary to effect delivery and apply a correct rate, including but not limited to the Shipper's name and address, pickup location (if different from Shipper), the consignee's name and address, zip codes for all locations, the quantity, weight and commodity description of each product shipped, and the total gross weight of the entire shipment. All shipments are subject to an inspection and, if necessary (for rating purposes), correction of the BOL to reflect correct quantity, weight and /or commodity description.

(h) Movement of property as part of a continuance movement that has been or will be transported by an air, ocean or rail Carrier will be subject to the terms and conditions of the FFE BOL which anticipates movement by another mode of carriage. The Shipper authorizes FFE to act as its agent to sign any additional BOL and Shipper will be bound by the lowest limitation of liability under the applicable bill, unless the Shipper agrees in writing to seek additional liability coverage and to be responsible for payment of the requisite freight charges to obtain full liability coverage. Should a connecting Carrier not offer full liability coverage when requested by the Shipper in writing, FFE may, but is not obligated to, be authorized to obtain the highest liability coverage offered by the connecting Carrier, and Shipper will be responsible for the applicable freight charges.

(i) The signature of a FFE Driver/Sales Representative on any Bill of Lading will act only to acknowledge the receipt of freight as described on the document and identify the entity to deliver same freight. This signature will not acknowledge agreement to any terms and conditions of carriage, non-recourse language, and/or liability conditions that may also appear on the document. FFE drivers/Sales Representative have no authority to bind FFE.

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Item 7

Claims; Loss and Damage

Claims for loss or damage to shipment must be filed in writing by claimant within nine (9) months from date of delivery or scheduled/expected date of delivery for lost shipment, and a civil suit or arbitration proceeding shall be commenced by claimant within two (2) years from the date Carrier gives claimant written notice Carrier is disallowing the claim or any part of it. Claims will be filed and resolved in accordance with federal regulations codified at 49 C.F.R. Part 370. Nothing shall be interpreted as negating in whole or in part Carrier's rights in accordance with 49 U.S.C. 14706.

7.1 Carrier Investigation – Each claim filed against the Carrier in the manner prescribed otherwise herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. When determined by Carrier's investigation, loss and/or damage claims will be honored:

- (a) If loss and/or damage is greater than fifty dollars (\$50.00), and
- (b) Where loss of product is determined to be located with this Carrier, and/or
- (c) Product is damaged due to negligence on the part of the Carrier, and
- (d) Where no claim for delay to property transported is being asserted.

7.2 Carrier Salvage Rights

(a) Subject to any validated claims, Carrier retains all rights to any salvage merchandise. Transportation and disposal of such merchandise is at Carrier's sole discretion.

(b) Carrier shall, at its sole discretion, assume a warehousemen's lien on all goods undelivered within 15 days unless a prior written agreement exists. Goods will not be released unless storage charges are satisfied.

7.3 Concealed Claims – All claims shall be carefully investigated, particularly those involving concealed loss and damage. Such claims will be settled individually based upon the findings determined through investigation.

7.4 Conflicting Claims – If investigation of a claim reveals that one or more other carriers have been presented with a similar claim on the same shipment, the Carrier investigating such claim shall 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, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

7.5 Interline Agreements – Carrier is not a Party to any contracts, agreements, and arrangements between or among carriers that pertain to the processing and disposition of cargo claims.

7.6 Perishable Cargo

(a) The furnishing of protective service, as provided herein, does not undertake to overcome the inherent tendency of perishable goods to deteriorate or decay, but merely to retard such deterioration or decay. This may be accomplished by reasonable protective service of the kind and extent requested by the Shipper, performed without negligence.

(b) When perishable freight is delivered to the consignee by this Carrier, the consignee must check freight to determine quantity being received and condition insofar as it is possible to determine by close, careful observation. The consignee must also take product temperatures of the goods being delivered. If shortage, damage or out-of-line temperatures are found to exist, then a notation applicable to the discrepancy will be so noted by the consignee on the Carrier's copy of the delivery receipt. When

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offering a shipment for delivery, if any portion of the shipment bears any indication of having been pilfered, a joint inventory of contents shall be made by Carrier's driver and the consignee, and the results of inventory so noted on Carrier's copy of the delivery receipt.

(c) Where perishable commodities are transported, the Carrier will not entertain any claims unless the Carrier is notified within 24 hours from the time of delivery. In no case shall the Carrier be responsible for damage to products when the Carrier accepts a shipment, or portion of a shipment, as a unit (i.e. master cases, palletized shipments, etc.), when damage is not outwardly detectable by the Carrier at the time of loading.

(d) Cold Chains may be requested and provided to Shipper at a fee of \$25.00 each.

7.7 Special Damages – In no instance shall the Carrier be liable for any indirect, consequential, loss of profit, special, exemplary or punitive damages, even if it has been advised of the possibility of such damages.

7.8 Supporting Documents – As a necessary part of an investigation, each claim shall be supported by the original BOL, 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 therefrom, 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, allowances, 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 BOL or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, the Carrier shall, before voluntarily paying the claim thereon, require the claimant to establish the actual value of the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

7.9 Verification of Loss – When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the Carrier shall obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

Claims; Recovery of Charges

Item 8

(a) Claims for overcharge, duplicate payment, or over-collection must be filed in writing by claimant within six (6) months from date of delivery and shall be accompanied by sufficient information to allow carriers to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known,

(b) Except when the original invoice is not a paper document but is electronically transmitted, claims for overcharge shall be accompanied by the original invoice. Additional information may include, but is not limited to, the following:

(i) The rate, classification, or commodity description or weight claimed to have been applicable,

(ii) Complete tariff authority for the rate, classification, or commodity description claimed,

(iii) Invoice payment information; check number, check amount and check date,

(iv) Other documents or data which is believed by claimant to substantiate the basis for its claim.

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(c) Claims for duplicate payment and over-collection shall be accompanied by the original invoice(s) for which charges were paid (except when the original invoice is not a paper document but is electronically transmitted) and by invoice payment information.

(d) Carrier may accept copies instead of the original documents required to be submitted in this item where the Carrier is furnished with an agreement entered into by claimant who indemnifies the Carrier for subsequent duplicate claims which might be filed and supported by the original documents.

(e) Carrier must issue any invoice for charges in addition to those originally billed within 180 days of the date of the original invoice in order to have the right to collect such additional charges. Debtor must contest the original invoice within 180 days of the date of the original invoice in order to have the right to contest such charges.

Collect On Delivery (C.O.D.)

Item 9

Carrier does not accept shipments tendered as Collect on Delivery (C.O.D.). If Carrier is inadvertently tendered a shipment that is labeled as C.O.D., Carrier shall not be responsible or held liable for the collection of any funds for the Shipper relating to the C.O.D. shipment.

Debtor Offsets

Item 10

Debtor shall not have the right to withhold or offset the payment of charges due Carrier for any reason, including but not limited to outstanding loss, damage, overcharge or over collected claims.

Exclusive Use of Vehicle

Item 11

Carrier has control of the vehicle and the unrestricted right to select the vehicle or vehicles for the transportation of a shipment, transfer the shipment to other vehicles and to load other freight in the same vehicle with any such shipment. When, upon written request of the Shipper or consignee and consent of the Carrier, a vehicle is used exclusively for the transportation of a shipment because of the need for unscheduled expedited service, or because of the Shipper's or consignee's demand for segregation or separation from other freight, it will be subject to the following.

11.1 Minimum Charge – Authorized rates will apply; however, in no case shall the charge be less than the applicable truckload rate, subject to truckload minimum charges.

11.2 Confirmation and Guarantee – The Party making the demand must confirm same in writing and must guarantee the charges.

Impracticable Operations

Item 12

Carrier shall not be liable for any failure to perform its service or for loss, damage or delay to any of the goods described in the BOL when such is caused by an act of God, public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of custom officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotion or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of the Shipper, consignee, or owner of the goods, or any cause beyond Carrier's control.

Late Pick-Up Or Delivery

Item 13

Carrier is not bound to transport property in any particular vehicle in time for any particular market(s) other than to transport the merchandise with reasonable dispatch.

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13.1 Carrier attempts to meet all requested pick-ups and deliveries, but does not guarantee a specific day or time, except by Payer's request for and Carrier's acceptance of participation in the Carrier's Guarantee Services Program, which specifically identifies the limitation of liability in the event of delay. Pick-up and Delivery times are subject to unanticipated waiting times, adverse traffic conditions, inclement weather conditions and other causes of unforeseen delays. Claims for delayed deliveries, missed appointment time and short codes are not honored. Carrier will do everything reasonably practicable to meet the Shipper's pick-up and delivery request, provided that Carrier is given a due date at the time the order is placed. If Carrier is unable to meet due date because of scheduling conflicts, Carrier will make every practical effort to alert the Shipper by telephone, email, fax or other means as soon as possible after the delay becomes known, but will not pay for late pick-up or delivery charges.

13.2 Late Fees

Carrier is not responsible for late fees at Shipper or Receiver locations. If incurred, Carrier will invoice customer for late fees based on actual cost.

Limitation of Carrier's Liability

Item 14

14.1 Cargo Liability – Except as otherwise provided herein, Carrier's liability for cargo loss or damage shall be limited to a maximum of three dollars (\$3.00) per pound, but not to exceed fifty thousand dollars (\$50,000.00) per shipment while the product is in transit within the continental United States. Carrier shall not be liable for temperature fluctuation, unless loss or damage occurs. Carrier shall not be liable for loss or damage to cargo if the total value of the loss or damage is not greater than fifty dollars (\$50.00). FFE does not have any Cargo Liability nor does FFE provide any Cargo Insurance whatsoever while the product is at the customs brokers or is in transit outside the continental United States, to include within the Republic of Mexico or Canada. Cargo Insurance while the product is outside the continental United States must be arranged for by the Shipper, consignee and/or owner of the goods. Any shipment with an actual value in excess of the valuation limitation described in this paragraph will not be accepted unless Carrier has acknowledged in writing acceptance after prior notification of excess value in accordance with Section 2, Item 6.

14.2 Warehouseman Liability – Unless otherwise agreed to in writing, Carrier's liability as a Warehouseman or ordinary Bailee for cargo loss or damage shall be limited to a maximum of fifty cents (\$0.50) per pound, subject to a maximum fifty thousand dollars (\$50,000.00) per occurrence.

14.3 Return Shipments – The provisions of this item will apply to shipments that are returned, regardless of whether Carrier delivered the original shipment. Carrier will not be liable for the condition of the cartons, packages or products contained therein. Carrier will not be liable for the product piece count in palletized or unitized shipments, but only for the delivery of the same number of pallets or bins tendered to Carrier. Carrier will not accept or be liable for return shipments requiring dual temperatures. Carrier's liability will be limited to delivery of the same amount of pallets or bins tendered, and delivery of the product at the same temperature as recorded when the product was tendered to Carrier.

14.4 Commodities Not Described/Prohibited Items – When the commodity transported cannot be determined from the BOL or on the Prohibited Item List, Carrier's liability for cargo loss or damage shall be limited to a maximum of fifty cents (\$0.50) per pound, but not to exceed fifteen thousand dollars (\$15,000.00) per shipment.

14.5 Specific Commodities – When the commodity transported is determined to be a type as specifically described in this section, Carrier's liability for cargo loss or damage shall be limited to a

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maximum of one dollar (\$1.00) per pound, but not to exceed thirty thousand dollars (\$30,000.00) per shipment, except as otherwise provided in tariffs subject hereto.

- (a) Wine, beer, distilled spirits and/or other alcoholic beverages.
- (b) Crab, crayfish, lobster, oysters, shrimp, and/or other edible crustaceans or parts thereof.
- (c) Caviar and/or caviar substitutes prepared from fish eggs.

14.6 Shipper Causes – Property accepted for shipment under the terms and conditions of this and/or any tariff subject hereto, will be received and transported subject to such directions only, and to such election by the Shipper respecting the character and incidence of the protective service of the kind and extent so directed and elected by the Shipper. The Carrier will not be liable for any loss or damage that may occur because of acts of the Shipper, or because his directions were incomplete, inadequate, or ill-conceived.

14.7 Temperature Change – When the Carrier is requested to reduce the in-transit temperature for a Cooler or Frozen shipment, or to provide lower temperature than that provided in the above paragraphs. Carrier does not provide “Temperature Change” services as defined in this Item and will only maintain temperature ranges of the “Temperature Control Offering and Responsibility” rule found in Item 22.

Order Notify Shipments

Item 15

Carrier will not accept from any Shipper or Carrier a shipment moving on "Order Notify" bills of lading. If Carrier is inadvertently tendered a shipment that is labeled as Order Notify, Carrier shall not be responsible for additional obligation or duty for such shipment other than that of a common Carrier.

Precedence of Applications (NMF 100 and FRZF 115)

Item 16

Where the National Motor Freight Classification – NMF 100 and the FFE Transportation Services, Inc.’s Exception Class Tariff – FRZF 115 conflict, the FRZF 115 classification shall prevail.

Prohibited or Restricted Commodities

Item 17

17.1 Extraordinary or High Value Commodities – Except as otherwise provided in tariffs subject hereto, commodities of extraordinary value in value, will not be accepted for shipment. If such a shipment is inadvertently accepted, it will be deemed to have been released to the Carrier at the Carrier’s standard release valuation. However, all shipments having extraordinary value, which have been agreed to in advance and duly accepted in writing by the Carrier shall be subject to the Excessive Value rule stated in Section 2 Item 6 herein.

17.2 Freight Liable to Damage Other Freight or Equipment – Carrier is not obligated to receive freight liable to impregnate or otherwise damage other freight, and such shipments will be refused.

17.3 Hazardous Materials – Carrier is not authorized by the Department of Transportation (D.O.T.) to transport hazardous materials. If Carrier inadvertently accepts a hazardous shipment, whether tendered as hazardous or not, all liability and cost associated with returning the shipment, taking the shipment to safe storage, or interlining the shipment with an authorized hazardous material Carrier shall be assumed by the Shipper that tendered the shipment.

17.4 Prohibited Items – Carrier does not transport fresh produce, fresh seafood, gelato, ice cream, imitation ice cream, Italian ice, sorbet, plants or any items not completely seal in an approved shipping container.

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References Include Reissues

Item 18

Reference herein to tariffs, items, notes, pages, rules, etc., are continuous and include supplements to and successive reissues of such tariffs, items, notes, pages, rules, etc.

Sealing of Trailers

Item 19

Except as otherwise provided in tariffs subject hereto, nothing herein contained shall authorize the Shipper or consignor of any shipment to seal any vehicle in which its shipment is loaded, nor require the Carrier to transport any shipment in any particular vehicle, nor prevent the Carrier from loading additional freight in any vehicle with any other shipment.

Shipper Load and Count

Item 20

When shipments are loaded by the Shipper or the Shipper's agent and a seal is affixed without Carrier's driver present to confirm count, freight will be considered to be tendered to Carrier as Shipper Load and Count (SL&C). On such shipments, Carrier shall not be liable for overages, shortages, or damages. Carrier will not be responsible for shortages or overages on any unsealed shipment where the freight is banded, strapped, netted, shrink-wrapped or otherwise secured to pallets, skids, bins, or platforms preventing an accurate piece count. Carrier will only be responsible for the number of pallets, skids, bins, or platforms on such shipments. Shipper or driver's failure to include SL&C on the applicable BOL does not change the liability of any Party if the Shipper did, in fact, load and count the shipment.

Substituted Service

Item 21

Carrier may, at its option, substitute rail service for highway service between all points where it has lawful operating rights as a motor or common Carrier. For its operating convenience, Carrier reserves the right to hire other carriers to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties, and obligations owed to Shipper will be provided.

Temperature Control Offering and Responsibility

Item 22

When the Shipper designates a specific temperature requirement or range of temperature requirements on the bill of lading, load tender or other shipping documentation, the Carrier will be responsible and liable only to maintain the following temperatures:

1. Cooler: Air temperature set point 33° F providing an air temperature range of 33° to 38° F during transit.
2. Frozen: Air temperature set point -10° F providing an air temperature range of -10° to 31° F during transit.

Carrier transport shipments with a temperature requirement greater than 38° F at the Cooler temperature range.

Carrier will only recognize temperature recording devices that record actual product temperatures.

Terminal Charges at Ports and Airports

Item 23

Unless otherwise provided in tariffs subject hereto, the rates and charges do not include tolls, wharf access fees, usage fees, loading or unloading charges, or any other port, terminal, or airport charges at piers, wharfs, dockside terminals, or warehouses, and Carrier will not absorb said charges. Where possible, such charges will be added to the initial billing to the Payer of the freight charges, or in a supplement billing, in addition to Carrier's freight charges.

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Transfer Charges

Item 24

Except as otherwise provided in tariffs made subject hereto, joint rates include all charges for drayage or other transfer service at intermediate transfer points on shipments handled through, and not stopped for special services at such intermediate transfer points.

Unjustified Refusal of Product or Shipment

Item 25

Product or Shipment refused for alleged infestation, odor contamination or loading with non-prohibited commodities are subject to independent lab analysis. If the results of the analysis are negative, FFE will bill the costs of the lab analysis to the owner of the goods. The goods will be placed On-Hand and the owner of and the goods will be notified via an On-Hand Notice. Storage charges will apply unless the report shows justifications for refusal, and the lab fees will be paid by FFE.

Weight of Shipment

Item 26

Except as otherwise provided, transportation rates apply on actual gross weights, inclusive of tare weight subject to the minimum weights specified.

Reweigh and Freight Inspection Validation

Item 27

Carrier may reweigh and/or inspect shipment to validated product description.

27.1 Reweigh – No additional charge will be assessed for shipment reweigh.

27.2 No Weight – If Shipper tenders a shipment with no weight noted on the BOL a Verification Fee of \$10.00 will apply.

27.3 Product Validation – In the event that the description or other information contained on the BOL is incomplete or is reasonably believed to be incorrect, the Carrier will take the necessary actions to determine the correct information. Actions may include: examining the product to determine gross weights, inspections of the products, computations of density or other such actions to properly establish facts regarding the shipment characteristics. If such inspection results in an actual BOL discrepancy, excluding weight, a Validation Fee of \$10.00 will apply.

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SECTION 2 – GENERAL CHARGES FOR ACCESSORIAL SERVICES

Additional Labor Charges

Item 1

When requested by the Shipper or consignee and the Carrier's operating conditions permit, extra labor will be furnished or provided by Carrier for the following services and the associated charges shall apply:

1.1 Loading or Unloading Charges

(a) **Driver Labor Charge** – \$100.00 per hour or fraction thereof, with a minimum of \$250.00 per person per location.

(b) **Lumper Service** – When lumper services are required to be paid for loading or unloading, the charges will be passed through to the Party responsible for paying the freight charges. Lumper charges will be passed through on a proration of the total amount paid to the lumper service, based on the weight of each shipment involved, subject to a minimum charge of \$25.00

1.2 Inside Delivery – \$3.15 per 100 pounds with a minimum of \$100.00 per shipment.

1.3 Sorting and/or Segregating and/or Restacking – \$1.35 per 100 pounds with a minimum of \$75.00 per shipment

1.4 Marking or Tagging Freight – Carrier will, at the request of the Shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight, subject to the following additional charge as applicable: \$2.65 per package with a minimum of \$37.00 per shipment.

1.5 Liftgate Service – When liftgate service is requested and where Carrier has the specific equipment available, the following charge shall be applied; otherwise any cost associated with providing the service shall be passed through to the Party responsible for the freight charges: \$200.00 Per Shipment.

1.6 Trailer Cleaning Charge – \$75.00 Per Trailer.

1.7 Dumping Unclaimed Freight – Undamaged Freight that is refused (for reasons not Carrier-caused) and due to quantity must be disposed of in a landfill or dumpsite, will be assessed the following charge in addition to any charges assessed by the landfill or dumpsite: \$52.50 per hour or fraction thereof with a minimum of \$210.00.

Blind Shipments

Item 2

When a Third Party controls the shipment and requests that the Shipper and consignee not be made known to each other, the following additional charge and conditions will apply:

2.1 Blind Shipment Charge – \$100.00 Per Shipment

2.2 A written request from Third Party must be made to and accepted by Carrier prior to pick-up.

2.3 The shipment must be prepaid and Section 7 of the BOL cannot be signed.

2.4 Carrier will not ensure the confidentiality of the transaction

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Changes In Destination

Item 3

Once a shipment has been tendered, picked up, and is en route, and the original destination is changed or delivery cannot be made to the consignee, due to no fault of the Carrier, shipment shall be subject to the following additional charges as applicable:

3.1 Reconsignment or Diversion of Shipment – \$100.00 in addition to the legally published tariff rate to and from reconsignment point but not less than the published direct rate from original point of origin to ultimate destination

3.2 Redelivery Charge – Three Hundred and Fifty Dollars (\$350.00), in addition to applicable tariff rates will be applied for each additional attempt to redeliver any shipment, which due to no fault of the Carrier, was unable to be delivered on the initial attempt.

Consolidating or Distributing Freight

Item 4

Shipments for which consolidation or distribution service is requested will be accepted, subject to the bill(s) of lading being clearly endorsed by the Shipper as to the service requested, specific instructions as to addresses and quantities to be consolidated or distributed, and additional charges being accepted by the responsible Party as follows:

4.1 Consolidation Charges – The charge for distribution service shall be \$1.40 per hundred pounds based on the actual weight tendered for distribution on the inbound movement. This charge is subject to a minimum charge of \$79.00 per inbound.

4.2 Distribution Charges – The charge for distribution service shall be \$1.40 per hundred pounds based on the actual weight tendered for distribution on the inbound movement. This charge is subject to a minimum charge of \$79.00 per inbound.

Detention or Delay of Equipment

Item 5

Carrier's linehaul charges include a reasonable amount of time to accomplish the pickup and/or delivery of a shipment. When, due to no fault of the Carrier, the loading and/or unloading is delayed beyond the allowed free time of two (2) hours, the following additional charges shall be applicable to the Payer of the freight charges:

5.1 Inspection Request – When at the request of the Shipper, other Party to the shipment, or an authorized Third Party, a loaded vehicle that is under the control of the Carrier is required to re-handle or audit any shipment or part thereof, the Carrier may assess against the Party requesting such service a Detention Charge as well as applicable labor charges as defined in this tariff.

5.2 Detention Charges – \$45.00 per quarter-hour or portion thereof with a minimum of \$80.00 per shipment. Charges for each shipment will be prorated based on each shipment's weight compared to the total weight of all shipments for that particular Shipper, load-at and/or consignee.

Excess Value

Item 6

Excess value provisions made a part of any BOL contract executed by Carrier's driver without other prior notification and written acknowledgement shall not be considered to be prior notification; and any shipment thereby accepted by Carrier shall be considered to be an inadvertently accepted shipment. If a shipment is inadvertently accepted, it will be deemed to have been released to the Carrier at the Carrier's standard release valuation. For excess value shipments duly accepted by the Carrier, the following additional charges shall be applicable to the Payer of the freight charges:

6.1 Excess Value Charge – \$75.00 per each additional \$100.00 of declared valuation Carrier.

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Extra Pickup/Delivery Charges

Item 7

Carrier's linehaul charge included one pickup and one delivery at a dock or trailer height platform this is positioned directly adjacent and easily accessible to the carrier's vehicle. Additional requirements of fulfilling the pickup and/or delivery of the shipment that causes Carrier's equipment (generally 53' Trailer) to be repositioned, delayed, or at a non-business dock location, will be subject to the following additional charges as applicable.

7.1 Vehicle Transfer – \$66.00 for each additional repositioning of equipment

7.2 Locations Without Dock Facilities – \$3.15 per hundred pounds with a \$100.00 minimum for pickup or delivery to locations without dock facilities readily accessible by Carrier's equipment.

7.3 Convention Centers Charge – \$5.25 per hundred pounds with a \$150.00 minimum charge for pickup or delivery to a convention center. This charge is in addition to any detention that would apply (Section 2, Item 5).

7.4 Restricted Security Locations – \$3.15 per hundred pounds with a \$100.00 minimum for pickup or delivery to locations that cause delay to gain access due to restricted security.

7.5 Limited Access Locations – \$3.75 per hundred pounds with a \$100.00 minimum for pickup or delivery to locations that require specialized equipment to be used.

Guarantee Services Program

Item 8

When the Payer of the freight charges requests guarantee service and the Carrier confirms acceptance for a specific shipment(s), then the Guarantee Services shall apply. Carrier guarantees that the service will meet the standard transit days for pickup and delivery as established in the Carrier's online (www.ffeinc.com) transit calculator. With the exception of Force Majeure events, Carrier will automatically credit the Payer's account for 100% of the freight charges for its failure to meet the agreed upon Guarantee Services' delivery date.

8.1 Guarantee Services Program Requirements

- (a) Payer must request the service in writing
- (b) Carrier must confirm acceptance of the request in writing
- (c) Shipment(s) must be rated based on Carrier's Tariff FRZF 504
- (d) Pickup and delivery dates must be within Carrier's standard transit times

8.2 Guarantee Services Charge – Additional 30% of net linehaul with a minimum of \$105.00 per shipment.

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High Cost Service Areas

Item 9

Shipments delivering in the following areas shall be subject to the following additional charge as applicable.

9.1 High Cost Service Areas – \$3.25 per one hundred pounds with a \$74.00 minimum for delivery to the following locations **excluding** those designated with a one (1) which are subject to a flat \$74.00 per shipment:

AL, Dauphin Island 36528	¹ NY, All Points
CA, Avalon 90704	NC, Ocracoke 27960
¹ CA, Zip Code Areas 932, 940–941, 943–949 951, 954, 959, 960–961	¹ PA, All Points
¹ CT, All Points	¹ RI, All Points
¹ DE, All Points	SC, Kiawah Island 29455
¹ DC, All Points	TX, North Padre Island 78373
FL, Boca Grande 33921	¹ VT, All Points
FL, Captiva 33924	WA, Anderson Island 98303
FL, Key West 33036, 33037, 33040, 33042, 33043, 33050, 33070	WA, Bainbridge Island 98110
FL, Pensacola Beach 32561	WA, Blakely Island & Cypress Island 98222
FL, Sanibel 33957	WA, Decatur Island 98261
¹ MA, All Points	WA, Deer Harbor 98243
¹ MD, All Points	WA, Eastsound 98245
¹ ME, All Points	WA, Lopez Island 98261
MI, Drummond Island 49726	WA, Lummi Island 98262
¹ NH, All Points	WA, Olga 98279
¹ NJ, All Points	WA, Orcas 98280
	WA, Point Roberts 98281
	WA, San Juan Island 98250
	WA, Shaw Island 98286
	WA, Stuart Island 98250
	WA, Vashon Island 98070
	WA, Waldron Island 98297
	¹ WV, All Points

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Homeland Security Charges

Item 10

Shipments for export or import will be subject to the following additional charges as applicable:

10.1 Border Crossing Charge – Shipments from the United States to Canada/Mexico or from Canada/Mexico to the United States will be assessed an additional charge of \$48.00 per shipment.

10.2 U.S Customs Bond – Shipments moving under U.S. Customs Bond will be subject to the following minimum charges as applicable:

(a) **Special Handling Charge** – \$2.10 per hundred pounds with a minimum of \$105.00 per shipment

(b) **High Security Charge** – \$262.50 per shipment

10.3 Export/ Import Charges

(a) **Additional Day Charge** – \$473.00 per day or part thereof, if due to no fault of the Carrier, the loading or unloading is delayed at piers, wharves, or warehouses beyond a 24 hour period.

(b) **Direct to Pier Charge** – \$105.00 for each pickup or delivery made directly to a pier rather than to a warehouse, cold storage, or local drayman.

Multi-Temperature Services

Item 11

When Multi-Temperature Service is requested by the Shipper, and Carrier provides the requested service, the following additional charges shall be applicable to the Payer of the freight charges:

11.1 Multi-Temperature Charge – 16% added to the linehaul charges with a minimum of \$70.00 and a maximum of \$200.00. This charge is subject to associated fuel charges.

Non-Regular Business Hours

Item 12

Shipments requiring Carrier to pick up or deliver during non-regular business hours will be subject to the following additional charges, as applicable:

12.1 Night/Weekend Pickup or Delivery Charge – \$125.00 per shipment

12.2 Holiday Pickup or Delivery Charge – \$200.00 per shipment for pickups or deliveries on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (if the holiday falls on Saturday it is observed the preceding Friday, and if it falls on Sunday, it is observed the following Monday).

Carrier's business hours are Monday through Friday 4:00 a.m. to 7:00 p.m. according to the Carrier's local Service Center time zone.

Payment of Charges

Item 13

Carrier will not deliver or relinquish possession of any property transported by it until payment has been received or arrangements for payment, acceptable to Carrier, have been made for all tariff rates and charges. Payment of charges must be made in United States Dollars (USD) only. Where applicable, Carrier may assess the following additional charges for the collection of payment:

13.1 Late Payment Penalty – \$37.00 per invoice and subject to additional interest up to the maximum amount allowed by law.

13.2 Return Check Fee – \$53.00 per check

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13.3 Acceptable Methods of Payment – Company check, money order, certified check, wire transfer, electronic funds transfer (EFT/ACH), and payment on line are all acceptable methods of payment, unless at the discretion of the Carrier certified funds are required.

13.4 Extension of Credit – At the sole discretion of the Carrier, credit may be extended to the Party responsible for payment of freight charges for 15 days from freight bill presentation and subject to periodical review.

13.5 Deductions and Offsets – Deductions and offsets are not allowed.

13.6 Additional Collection Cost – In addition to the penalties for late payment, if the Carrier must resort to a collection agency or attorney for collection of the freight charges, the Party responsible for payment of freight will be assessed attorney fees, court cost and any other cost associated with or as a result of collection and/or suit.

Same Day Pickup

Item 14

Shipments tendered to Carrier after 3:00 p.m. of the origin's Service Center time zone for pick up the following business day will be assessed a flat \$50.00 per order tender.

Special Charges

Item 15

Shipments requiring special equipment, handling and/or processing not otherwise identified in this tariff shall be subject to additional charges as applicable, including but not limited to the following:

15.1 Additional Day Charge – \$473.00 when an additional stop requires an overnight delay due to delivery appointment schedules for shipments less than 350 miles.

15.2 Pallet Exchange Charges – When the service of pallet exchange is requested and pallet equipped vehicles are available; Carrier may provide such service for an additional charge of \$15.00 per pallet as applicable to the Payer of the freight charges. Carrier does not warranty the quality, condition or compliance to any food safety regulations with regards to the pallets being exchanged.

Truck Ordered Not Used

Item 16

When Carrier receives instructions from the Party ordering transportation services and dispatches equipment and due to no fault of the Carrier the order is cancelled one of the following charges may be applied at the discretion of the Service Center Manager:

16.1 Truck Ordered Not Used – \$250.00 flat charge per occurrence

Undelivered/Refused Freight/Storage Charges

Item 17

When certain shipment conditions occur that, at no fault of the Carrier, prevent Carrier from completing delivery, the following additional charges shall be applied as warranted:

17.1 Undeliverable Shipment – When Carrier attempts delivery and the consignee cannot receive shipment. Actual tender of delivery will constitute notice of arrival of a shipment at its destination and the shipment shall be subject to the following additional charges after twenty-four hours.

(a) **Carrier Provided Storage** – \$50.00 Per Pallet Per Day will be assessed to all shipments where the receiver has not provided an unloading appointment within 7 days of the FFE standard transit schedule.

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(b) **Public Warehouse or Cold Storage** – Applicable tariff rate from point of Undelivered/Refused Freight to Public Warehouse or Cold Storage. Shipper will be responsible for making arrangement and all charges at the Public storage or Cold Storage facility.

17.2 Refused, Overage and/or Astray Shipments – Refused shipments, or portions thereof, being held awaiting disposition, and which are reshipped from the original destination to an interline Carrier, warehouse, or facility for disposition, shall be subject to the following additional charges:

(a) **Awaiting Disposition** – \$84.00 per hour with a minimum of \$184.00

(b) **Return of Entire Shipment** – When an entire shipment is refused or rejected by the consignee at destination, and upon instructions from the Shipper or owner Carrier is instructed to return the entire shipment to initial point of origin; charges will be based on the rate applicable from initial origin to original destination. If inbound shipment to original destination is shipped collect, the return of the shipment to initial origin will include the inbound collect charges, and payment of these charges will be collected from the Shipper or owner of the shipment, in addition to the return charges.

(c) **Return of Partial Shipment** – When a portion of the shipment is refused or rejected, and Carrier is instructed to return the refused portion, the applicable tariff rates will apply from the point where the shipment was refused to the point to which the shipment was returned.

(d) **Warehouseman Liability** – If by no fault of the Carrier; the consignee refuses the shipment, or if Carrier is unable to deliver the shipment because of fault or mistake of Shipper or the consignee, or if Shipper advises and instructs Carrier to stop movement of the shipment and to hold it in transit, Carrier's liability thereafter immediately shall be that of a warehouseman. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the cargo in a safe or suitable place or to store the shipment properly. Carrier shall (i) attempt to give Shipper notice as soon as possible if the foregoing occurs, (ii) place the shipment in storage at one on its facilities or in public storage, if necessary, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (iii) if disposition instructions are not given by Shipper within ten (10) days of Carrier's initial notification to Shipper, Carrier may offer the shipment for public sale. In the case of perishable shipment, Carrier may dispose of the shipment at a time and in a manner Carrier deems appropriate. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier shall use any commercially reasonable steps to abide with such instructions. Shipper will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so

Peak Demand Surcharge

Item 18

Linehaul charges for shipments destined to the following areas shall be assessed an additional 15%, subject to a \$50.00 minimum, as applicable.

CT, All Points	ME, All Points	PA, All Points
DC, All Points	NC, All Points	RI, All Points
DE, All Points	NH, All Points	SC, All Points
MA, All Points	NJ, All Points	VA, All Points
MD, All Points	NY, All Points	VT, All Points
		WV, All Points

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SECTION 3 – DEFINITIONS

- 3.1 Accessorial Charges** are charges for additional services that are incidental to the handling of a shipment performed by the Carrier as stated in a tariff, tender, or solicitation and are in addition to any linehaul rate and applicable surcharges.
- 3.2 Additional Day** is when an additional stop requires an overnight delay due to delivery appointment schedules. In-transit stops with a distance greater than 300 miles shall not be considered as an additional day.
- 3.3 Bill Of Lading (BOL)** shall mean the FFE BOL or other Carrier accepted document which shall serve as the legal document to be used as a contract of carriage for the movement of traffic by the Carrier. The BOL shall include a description of the origin, destination, commodity, weight, the Party responsible for payment, and other information relative to the shipment rating.
- 3.4 Bill-To/Payer** is the person or entity designated on the BOL as responsible for paying the freight charges and is affiliated with either the Shipper or the consignee.
- 3.5 Blind Shipment** is a shipment which is controlled by a Third Party and does not disclose the point of origin to the consignee per the request of the Third Party. The name of the location where the shipment originated does not appear on any shipping documents or packaging that will be seen by the Party receiving the delivery.
- 3.6 Business Day or Business Hours** are 4:00 a.m. to 7:00 p.m. according to the Carrier's local Service Center time zone, Monday through Friday, excluding Saturday, Sunday, and Holidays (as defined in this Item).
- 3.7 Circuitous Mileage** is the difference between mileage inclusive of all stops and the direct miles from origin to destination exclusive of stops.
- 3.8 Collect Shipment** is one which the charges for transportation services, including accessorial services rendered.
- 3.9 Commercial Zone** means that area embraced in that specific commercial zone as described in applicable tariffs.
- 3.10 Consignee/Receiver** means the Party to whom the Carrier is required, by the BOL or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether it be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water Carrier with whom the Carrier does not maintain direct rates, or other person designated by the BOL.
- 3.11 Consignor/Shipper** means the Party from whom the Carrier received the shipment, or any part thereof, for transportation at origin or any stop-off point, whether it be the original consignor or warehouseman, or a connecting air, motor, rail or water Carrier with which the Carrier does not maintain direct rates, or other person to whom the BOL is issued.

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3.12 Consolidation of Freight is the combining of multiple LTL shipments at one point into a larger unit of volume for transportation to another point.

3.13 Cooler Less–Than–Truckload (LTL) Shipments means when shipped cooler, and so stated on the BOL by the Shipper, the shipment will be transported at an air temperature set point 33°F providing an air temperature range of 33° to 38° F while in transit. In no case shall the Carrier be responsible for maintaining an air temperature that is lower than the temperature of the commodity at the time of acceptance by the Carrier. Carrier will only recognize temperature recording devices that record actual product temperatures.

3.14 Delivery means the service performed by the Carrier in transporting freight to a platform, doorway, or receiving room directly accessible to the highway vehicle of Carrier at a warehouse, factory, store, or place of business. This does not include the performance of removal from or delivery to basements or floors not directly accessible to the highway vehicle of the Carrier, or private residences, nor does it include packing, unpacking, erecting, dismantling, inspection of property and other similar services.

3.15 Density means pounds per cubic foot where classes, exception classes or rates are applicable according to the density of articles as tendered for shipment.

3.16 Detention and/or Delay is when the Carrier's equipment is detained or delayed by a Shipper, load-at and/or consignee, through no fault of the Carrier, beyond the allowed free time.

3.17 Direct Shipments are shipments transported in accordance with Carrier's transport plan of convenience from point of pickup to point of delivery, and applying Carrier's pricing for that particular customer from point of pickup through to the point of delivery.

3.18 Discount is the negotiated percentage reduction from the gross tariff linehaul charge.

3.19 Distribution of Freight is the separating of a single larger shipment into units of smaller volume for transport to multiple destinations.

3.20 Excess Value is the amount of declared value of a shipment, which has been agreed to in advance and in writing.

3.21 Free Astray pertains to shipments or portions thereof which are transported by Carrier for business or other reasons with no transportation charges assessed.

3.22 Freight All Kinds (FAK) is used to collectively describe various commodities moving under the same rates, but the Shipper must identify the specific commodity or product on the BOL for all transportation moving under FAK rates. If the Shipper fails to identify the specific commodity or products, the Carrier will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state, or local laws and regulations.

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3.23 Frozen Less-Than-Truckload (LTL) Shipments means when shipped frozen, and so stated on the BOL by the Shipper, the shipment will be transported at an air temperature set point -10°F providing an air temperature range of -10° to 31° F while in transit. In no case shall the Carrier be required to maintain an air temperature that is lower than the temperature of the commodity at the time of acceptance by the Carrier. Carrier will only recognize temperature recording devices that record actual product temperatures.

3.24 Indirect Shipments are shipments transported by more than one Carrier, usually originating with Carrier, but joint-lined or interlined at some point by another Carrier, subject to each Carrier's applicable rates and pricing from the point at which a Carrier takes possession of the freight, to the point where that Carrier no longer possesses the freight. Indirect, joint-line or interline pricing shown in each Carrier's individual tariff, contract or statement of agreed pricing shall have no application to Direct Shipments.

3.25 Legal Holiday means any day designated as a full holiday nationally, by state statute or by local proclamation including. When a legal holiday falls on Saturday or Sunday, the preceding Friday or following Monday, respectively, will be observed as the holiday. Legal holidays observed by FFE Transportation Services, Inc. include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3.26 Less-Than-Truckload (LTL) Shipments are those shipments which have a gross weight of up to 15,000 pounds.

3.27 Light Density is when the density of articles tendered for shipment is less than twelve (12) pounds per cubic foot.

3.28 Linehaul Charges are tariff charges for the transportation of a shipment between one origin point (Pickup) and one destination point (Delivery). Linehaul charges include minimum charges and all other charges not otherwise defined as accessorial charges or surcharges.

3.29 Load-At is the location given to the Carrier by the Party responsible for paying the freight charges as to where to pick up the shipment.

3.30 Marking or Tagging Freight shall mean each package or piece of every shipment must be plainly and durably marked, stenciled, or tagged by the Shipper, showing the complete name and address of the Shipper and the complete name and address of the consignee. When "Marking or Tagging Freight" is required an additional charge will be assessed.

3.31 Minimum Charge is the absolute lowest linehaul charge for a shipment. Discounts do not apply to Minimum Charges.

3.32 Mixed Shipment is when a shipment of frozen or cooler commodities requiring different and distinct temperatures (or mixed temperatures) are tendered to be transported on a single conveyable unit. Mixed shipments will not be accepted by Carrier.

3.33 Multi-Temperature Less-Than-Truckload (LTL) Shipments means when shipments of frozen and cooler commodities are tendered to be transported at the same time segregated on single separate conveyable units. The freezer portion of the shipment will transported at an air temperature set point -10° F providing an air temperature range of -10° to 31° F while in transit and the cooler portion will be transported at an air temperature set point 33° F providing an air temperature range of 33° to 38° F while in transit. In no case shall the Carrier be responsible for maintaining an air temperature that is

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lower than the temperatures of the commodities at the time of acceptance. Carrier will only recognize temperature recording devices that record actual product temperatures.

3.34 On-Hand Notice is a written notice given to the owner of goods for a shipment that was refused or undeliverable demanding written instructions for disposition of the cargo in the Carrier's possession within a specific time frame.

3.35 Out-of-Route Miles is when a driver goes over the Carrier's set mileage for the distances between locations. The Carrier may charge the responsible Party if the excess mileage was due to no fault of the Carrier.

3.36 Pallet Exchange is the removal of pallets from the Carrier's vehicle and replacement by the consignor or consignee with a like number of pallets of identical size and construction and of the same condition.

3.37 Payment Terms for customers that the Carrier extends credit to are as follows: Prepaid shall mean the Shipper is responsible for payment of freight charges; Collect shall mean the consignee is responsible for payment of freight charges; Third Party shall mean the person or entity responsible for paying the freight charges who is neither the Shipper nor the consignee. Payment terms indicated will only be changed from one Party to another Party per written consent from the new responsible Party. Payment terms are fifteen (15) days from the date of the invoice.

3.38 Pickup is when the Carrier performs the service of calling for and collecting freight from a platform, doorway, or shipping room which is directly accessible to the highway vehicle of the Carrier at a warehouse, factory, store, or place of business. This service does not include the performance of removal from or delivery to basements or floors not directly accessible to the highway vehicle of the Carrier, or private residences, nor does it include packing, unpacking, erecting, dismantling, inspection of property and other similar services.

3.39 Pickup/Delivery Service shall be to all points accessible by the Carrier's equipment within the limits of cities, towns, villages, and other points from and to which applicable rates apply. Only one pickup and one delivery is included in the applicable rate except as otherwise specifically provided. The applicable rate will apply from the Shipper's ground floor door or dock at origin to the consignee's ground floor door or dock at destination, and includes one pickup at the point of origin and one delivery at the point of destination, and the services of loading into and unloading from the Carrier's transporting vehicles.

3.40 Place means a particular street address or other designation of a store, factory, or warehouse, place of business or private residence at a point.

3.41 Point means a particular city, town, village, community or other area which is treated as a unit for the application of linehaul rates, and includes all places within the Commercial Zone of such city, town, village, community or other area.

3.42 Prepaid Shipment is one on which charges for transportation services rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the Shipper.

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3.45 Rate Quote is pricing derived from FRZF 504–RQ and is an estimation of freight charges and is subject to any applicable shipment accessorials, market conditions, the Carrier’s need, equipment availability, and other considerations. Rate quotes are valid for a maximum of seven (7) days and cargo liability is limited to a maximum of fifty cents (\$0.50) per pound, but not to exceed fifteen thousand dollars (\$15,000.00) per shipment unless otherwise agreed to in accordance with Section 2, Item 6.

3.46 Reconsignment or Diversion is when the Load–At location, Consignee, or destination is changed by the Shipper while the shipment is in transit. The Shipper is to provide a corrected BOL to include the change.

3.47 Redelivery of Shipment is when a shipment is once tendered for delivery and such delivery cannot be accomplished. Redelivery will be made upon written request by the responsible Party.

3.48 Refrigerated Service means the adequate protection and preservation of perishable commodities against heat by maintaining in transit air temperatures specified for Cooler or Frozen shipments by use of vehicles equipped with mechanical temperature control devices.

3.49 Release Value is where rates and pricing are based upon a set value of commodity or shipment.

3.50 Said To Contain (STC) shall mean a shipment where the total piece count differs from the handling units tendered. Where the piece count is not verifiable due to being contained in boxes, on shrink wrapped pallets or other handling units.

3.51 Salvage is cargo which has been damaged, alleged to be damaged, refused or undeliverable that has been sold, disposed of or turned over to a competent salvage agent for selling after proper On–Hand notice has been given.

3.52 Scheduled Services means the established LTL operations advertised and performed consistently by the Carrier, unless otherwise provided in tariffs subject hereto. When a LTL shipment is tendered and transported over regular established scheduled service routes at the request of the consignor or Shipper, charges will be assessed on the applicable LTL rate as published in tariffs made party hereto, and these LTL rates will not alternate with published TL rates.

3.53 Shipment means any lot of freight tendered from one Shipper at one point of origin and time, for one consignee at one destination, covered by one BOL or shipping order, whose weight includes all packaging, wrapping, and pallets used in the shipment.

3.54 Shipment Tender means Carrier takes possession of and responsibility for cargo and has also executed the freight documentation form for such cargo and shall terminate upon the cargo being tendered for delivery to Shipper's consignee.

3.55 Shipper Load and Count (SLC) shall mean the trailer unit was loaded with one or more shipments by the Shipper. Carrier’s driver, employee, or agent was not present to observe the loading and verify condition or count.

3.56 Shrink Wrapped Pallet (SWP) shall mean a shipment tendered on a pallet, wrapped in a plastic film.

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3.57 Site means a particular platform(s), specific location(s) or contiguous property for loading and unloading at a "Place."

3.58 Slip Sheet means a flexible or rigid sheet of either cardboard or plastic used by the Shipper and consignee to facilitate the loading and unloading of shipments. The slip sheet is furnished by the Shipper and the special mechanical unit utilized to transfer into and off of trailer or vehicle is furnished by the Shipper and/or consignee. Slip Sheet services will be subject to the "Extra Labor" charge.

3.59 Surcharges are additional fees assessed on a shipment due to costs to the Carrier in such areas as fuel and declaration of excess value.

3.60 Team Driver is where Carrier places an additional driver on a truck to accommodate the expedited delivery schedule of a shipment per the written instructions of the Party responsible for paying the freight charges.

3.61 Third Party Shipment is when a person or entity is designated on the BOL as responsible for paying the freight charges but who is neither the Shipper or affiliate of the Shipper, nor the consignee or an affiliate of the consignee. Third Party Shipments will be accepted, providing the Third Party has established credit with the Carrier and the Shipper guarantees to pay the charges if the Third Party fails to do so, regardless of whether or not the Shipper executes Section 7 of the BOL.

3.62 Truckload (TL) Shipments are those shipments which have a gross weight over 15,000 pounds.

3.63 Warehouseman means a Carrier who is in possession of the goods before the beginning or after the end of the carriage, and he is liable accordingly. The liability of a Warehouseman is that of an ordinary Bailee (a person entrusted with the goods of another). A Warehouseman is only liable for damage to goods which are caused by the negligence of the Warehouseman. This is more limited liability than that of a common Carrier which is, in most cases, liable for damage to goods regardless of the negligence of the Carrier.