



# FedEx Custom Critical Service Guide

Containing rules, regulations and rates for Surface Expedite, White Glove and Temp Control services. Applicable for interstate, intrastate and international shipments between the U.S. and Canada.

*Effective Jan. 5, 2026*

**FedEx Custom Critical, Inc.  
2977 Brecksville Road  
Richfield, OH 44268**

**U.S. DOT Carrier Number 164025**



# FedEx Custom Critical Surface Expedite Exclusive Use and White Glove Exclusive Use Tariff 101-26

Containing rules, regulations and rates specific to  
these services.

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international shipments between the  
U.S. and Canada.

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# Contents

This tariff includes FedEx Custom Critical list rates effective Jan. 5, 2026, for U.S. and U.S./Canada services; FedEx Custom Critical Terms and Conditions, Definitions, and other information.

Your shipment may incur fees in addition to its base rate. The following are descriptions of those fees plus other shipping information. See the FedEx Custom Critical Terms and Conditions for more information.



FedEx Custom Critical's White Glove and Surface Expedite pricing is based on level of care, urgency for delivery and/or security. Please provide ZIP codes, dimensions, weight.

FedEx Custom Critical (also sometimes referred to herein as "Carrier") standard and special service charges and exceptions to governing classification rules.

Applicable for interstate, intrastate, and international shipments between the U.S. and Canada.

The FedEx Custom Critical Terms and Conditions and the FedEx Custom Critical Service Guide, as applicable, and rates in this document make up the contract of carriage under which your shipments are transported, unless modified under a separate agreement.

## FedEx Custom Critical's White Glove and Surface Expedite fees and other shipping information

Effective Jan. 05, 2026

Your shipment may incur fees in addition to its base rate. The following are summary descriptions of those fees. For detailed shipping information on fees and charges, see the FedEx Custom Critical's White Glove and Surface Expedite **Definitions** and **Terms and Conditions**.

Unless otherwise provided, all references in this service guide to Bill of Lading terms published by the NMFC, or otherwise, refer to the Uniform Straight Bill of Lading terms and conditions as they existed in NMFC100, Item 365 on August 1, 2016, without the modifications made by Supplement 2 to NMF 100-AP issued July 14, 2016, by NMFTA with an effective date of August 13, 2016. A copy of this version of the uniform Straight Bill of Lading terms and conditions is available upon request.

Shipments moving between points in the U.S. and points in Canada will be subject to the rules, charges, and provisions listed for U.S./Canada and/or Canada/U.S. The rule, charge, or provision published in U.S./Canada or Canada/U.S. will apply and take precedence.

Applicable service area listed as "All" means that the item applies to all service areas/geographies including: U.S./Canada, Canada/U.S.

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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.

*Note: Shipments weighing over 10,000 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.*

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 10,000 lbs	Typically at 20' or 22' straight truck	Yes
E	More than 10,000 lbs	Typically a tractor with a 48' or 53' trailer or flatbed	Yes

**Restricted 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 the sum of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs, plus 30%.

**Item 310: Additional Labor****LABR**

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 eighty-three dollars (\$83.00) per hour or fraction thereof, subject to a minimum charge of \$335.00. 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 the sum of any fees, charges, and/or general expenses associated with those incurred costs plus 30%. FedEx Custom Critical assumes no liability for damage or shortages caused by Third-Party Handling.

**Item 315: Team Service****TEAM**

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-two cents (\$0.22) per mile with a minimum charge of \$230 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.*

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**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.

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**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.

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**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.*

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**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 signed 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.

*Continued on next page.*

**Item 360: Investigation of Cargo Claims (continued)**

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.

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**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.

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**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.

*Continued on next page.*

**Item 390: Filing of Cargo Claims (continued)**

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 five (5) 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.

g) 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.

h) 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.

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**Item 391: Temperature-Controlled Equipment 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.

**Item 391: Temperature-Controlled Equipment Claims Requirements cont'd**

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 temperature related "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.

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**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.

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**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.

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**Item 435: Claim for BOL Correction – Payment for Carrier Services**

A corrected bill of lading (BOL) 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 BOL with written notice on company letterhead or corrected BOL 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.

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**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.

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**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.

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**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.

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**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%.

**Item 520: Computation of Mileage 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 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.
- 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.

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**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 service providers.

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**Item 555: Constant Surveillance Service (CIS)****CSS**

*Applicable on Department of Defense (DoD) 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) 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-three (.33) cents per mile and a minimum charge of \$333.00 per shipment**, which includes constant and specific surveillance and the maintenance of a signature and tally record.

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**Item 557: Accessorial for Courier Accompanying Freight****COUR**

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 \$2.76 per mile, with a minimum charge of \$330.00**. 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****DVAL**

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, unless a higher value is declared, FedEx Custom Critical cargo liability is limited to, and shall be considered to be no more than, \$25.00 per pound per lost or damaged item up to a \$50,000.00 released valuation per shipment.

Values greater than \$50,000 must be declared at time of original shipment tender and must be verified as such on the bill of lading and/or electronic media. Customer shall pay a fee of \$1.10 per \$100.00 of value declared over \$50,000.00. Maximum declared value accepted by FedEx Custom Critical shall be \$1,000,000.00. 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 \$1.10 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.

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.

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.

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**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.

Where weight cannot be calculated, liability and payment for loss or damage will be allocated among the individual parties who tendered the freight, pro-rata, based upon the percentage of total loss value each party submits.

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**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.

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**Item 575: Descriptions 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: 1) hazardous waste, 2) paper currency, 3) cadavers, 4) carbon black or activated carbon, 5) 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, 6) livestock, unless such livestock is contained in a crate or other suitable, secure enclosure and, 7) tobacco and tobacco products including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha, electronic cigarettes and their component parts, e-liquids, other vaping products to businesses and consumers, and any other product as defined by applicable state and federal laws.

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**Item 580: Detention****DET, DETN, DETP, DETD**

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.

<b>Rate Category</b>	<b>Free Time Allowance for Loading and Unloading per Pickup, Delivery and each Stop</b>	<b>Charge each 15 minutes in excess of "Free Time"</b>
B	1 hour	\$20
C	1.5 hours	\$25
D	1.5 hours	\$25
E	2 hours	\$35

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-to party of record for the shipment at costs plus 30% 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****DETR**

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.

*Continued on next page.*

**Item 581: Temperature-Control Layover/Hold (continued)**

DETR

- 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	\$80.00
C	\$100.00
D	\$100.00
E	\$140.00

**Item 582: Driver Secure Program (Commercial)**

SEC1

*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-two (.32) cents per mile, subject to a minimum charge of \$320.00 per shipment.**

b) Command Center Tracking (CCT) provides: Command Center monitoring of shipment. **Command Center Tracking is \$85.00 for shipments of up to 700 miles; \$170.00 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 (FASP) provides: At minimum, safe overnight parking in gated, fenced yards that provide surveillance cameras and possibly 24-hour guard service. **Safe Parking is \$110.00 per 24-hour period plus any additional miles and fuel to the safe parking location.** Safe parking charges will not be applied when Driver Secure Program has been requested by the customer.

**Item 585: Dual Driver Protective Service (DDP)**

DDPS

*This service is available only through FedEx Custom Critical, Inc.'s 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) 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-two (.42) cents per mile, **subject to a minimum charge of \$420.00 per shipment.**

**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**

**FSC**

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 \$8.55, 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 decrease by 0.5%. At 1.099 per gallon or less, the surcharge is 0%.

Custom Critical FSC			Custom Critical FSC			Custom Critical FSC			Custom Critical FSC			Custom Critical FSC		
Week Price/Gallon	Surcharge		Week Price/Gallon	Surcharge		Week Price/Gallon	Surcharge		Week Price/Gallon	Surcharge		Week Price/Gallon	Surcharge	
Minimum	Maximum	%	Minimum	Maximum	%	Minimum	Maximum	%	Minimum	Maximum	%	Minimum	Maximum	%
\$ -	\$ 1.099	<b>0.00%</b>	\$ 2.550	\$ 2.599	<b>20.50%</b>	\$ 4.050	\$ 4.099	<b>33.40%</b>	\$ 5.550	\$ 5.599	<b>45.40%</b>	\$ 7.050	\$ 7.099	<b>57.40%</b>
\$ 1.100	\$ 1.149	<b>6.00%</b>	\$ 2.600	\$ 2.649	<b>21.00%</b>	\$ 4.100	\$ 4.149	<b>33.80%</b>	\$ 5.600	\$ 5.649	<b>45.80%</b>	\$ 7.100	\$ 7.149	<b>57.80%</b>
\$ 1.150	\$ 1.199	<b>6.50%</b>	\$ 2.650	\$ 2.699	<b>21.50%</b>	\$ 4.150	\$ 4.199	<b>34.20%</b>	\$ 5.650	\$ 5.699	<b>46.20%</b>	\$ 7.150	\$ 7.199	<b>58.20%</b>
\$ 1.200	\$ 1.249	<b>7.00%</b>	\$ 2.700	\$ 2.749	<b>22.00%</b>	\$ 4.200	\$ 4.249	<b>34.60%</b>	\$ 5.700	\$ 5.749	<b>46.60%</b>	\$ 7.200	\$ 7.249	<b>58.60%</b>
\$ 1.250	\$ 1.299	<b>7.50%</b>	\$ 2.750	\$ 2.799	<b>22.50%</b>	\$ 4.250	\$ 4.299	<b>35.00%</b>	\$ 5.750	\$ 5.799	<b>47.00%</b>	\$ 7.250	\$ 7.299	<b>59.00%</b>
\$ 1.300	\$ 1.349	<b>8.00%</b>	\$ 2.800	\$ 2.849	<b>23.00%</b>	\$ 4.300	\$ 4.349	<b>35.40%</b>	\$ 5.800	\$ 5.849	<b>47.40%</b>	\$ 7.300	\$ 7.349	<b>59.40%</b>
\$ 1.350	\$ 1.399	<b>8.50%</b>	\$ 2.850	\$ 2.899	<b>23.50%</b>	\$ 4.350	\$ 4.399	<b>35.80%</b>	\$ 5.850	\$ 5.899	<b>47.80%</b>	\$ 7.350	\$ 7.399	<b>59.80%</b>
\$ 1.400	\$ 1.449	<b>9.00%</b>	\$ 2.900	\$ 2.949	<b>24.00%</b>	\$ 4.400	\$ 4.449	<b>36.20%</b>	\$ 5.900	\$ 5.949	<b>48.20%</b>	\$ 7.400	\$ 7.449	<b>60.20%</b>
\$ 1.450	\$ 1.499	<b>9.50%</b>	\$ 2.950	\$ 2.999	<b>24.50%</b>	\$ 4.450	\$ 4.499	<b>36.60%</b>	\$ 5.950	\$ 5.999	<b>48.60%</b>	\$ 7.450	\$ 7.499	<b>60.60%</b>
\$ 1.500	\$ 1.549	<b>10.00%</b>	\$ 3.000	\$ 3.049	<b>25.00%</b>	\$ 4.500	\$ 4.549	<b>37.00%</b>	\$ 6.000	\$ 6.049	<b>49.00%</b>	\$ 7.500	\$ 7.549	<b>61.00%</b>
\$ 1.550	\$ 1.599	<b>10.50%</b>	\$ 3.050	\$ 3.099	<b>25.40%</b>	\$ 4.550	\$ 4.599	<b>37.40%</b>	\$ 6.050	\$ 6.099	<b>49.40%</b>	\$ 7.550	\$ 7.599	<b>61.40%</b>
\$ 1.600	\$ 1.649	<b>11.00%</b>	\$ 3.100	\$ 3.149	<b>25.80%</b>	\$ 4.600	\$ 4.649	<b>37.80%</b>	\$ 6.100	\$ 6.149	<b>49.80%</b>	\$ 7.600	\$ 7.649	<b>61.80%</b>
\$ 1.650	\$ 1.699	<b>11.50%</b>	\$ 3.150	\$ 3.199	<b>26.20%</b>	\$ 4.650	\$ 4.699	<b>38.20%</b>	\$ 6.150	\$ 6.199	<b>50.20%</b>	\$ 7.650	\$ 7.699	<b>62.20%</b>
\$ 1.700	\$ 1.749	<b>12.00%</b>	\$ 3.200	\$ 3.249	<b>26.60%</b>	\$ 4.700	\$ 4.749	<b>38.60%</b>	\$ 6.200	\$ 6.249	<b>50.60%</b>	\$ 7.700	\$ 7.749	<b>62.60%</b>
\$ 1.750	\$ 1.799	<b>12.50%</b>	\$ 3.250	\$ 3.299	<b>27.00%</b>	\$ 4.750	\$ 4.799	<b>39.00%</b>	\$ 6.250	\$ 6.299	<b>51.00%</b>	\$ 7.750	\$ 7.799	<b>63.00%</b>
\$ 1.800	\$ 1.849	<b>13.00%</b>	\$ 3.300	\$ 3.349	<b>27.40%</b>	\$ 4.800	\$ 4.849	<b>39.40%</b>	\$ 6.300	\$ 6.349	<b>51.40%</b>	\$ 7.800	\$ 7.849	<b>63.40%</b>
\$ 1.850	\$ 1.899	<b>13.50%</b>	\$ 3.350	\$ 3.399	<b>27.80%</b>	\$ 4.850	\$ 4.899	<b>39.80%</b>	\$ 6.350	\$ 6.399	<b>51.80%</b>	\$ 7.850	\$ 7.899	<b>63.80%</b>
\$ 1.900	\$ 1.949	<b>14.00%</b>	\$ 3.400	\$ 3.449	<b>28.20%</b>	\$ 4.900	\$ 4.949	<b>40.20%</b>	\$ 6.400	\$ 6.449	<b>52.20%</b>	\$ 7.900	\$ 7.949	<b>64.20%</b>
\$ 1.950	\$ 1.999	<b>14.50%</b>	\$ 3.450	\$ 3.499	<b>28.60%</b>	\$ 4.950	\$ 4.999	<b>40.60%</b>	\$ 6.450	\$ 6.499	<b>52.60%</b>	\$ 7.950	\$ 7.999	<b>64.60%</b>
\$ 2.000	\$ 2.049	<b>15.00%</b>	\$ 3.500	\$ 3.549	<b>29.00%</b>	\$ 5.000	\$ 5.049	<b>41.00%</b>	\$ 6.500	\$ 6.549	<b>53.00%</b>	\$ 8.000	\$ 8.049	<b>65.00%</b>
\$ 2.050	\$ 2.099	<b>15.50%</b>	\$ 3.550	\$ 3.599	<b>29.40%</b>	\$ 5.050	\$ 5.099	<b>41.40%</b>	\$ 6.550	\$ 6.599	<b>53.40%</b>	\$ 8.050	\$ 8.099	<b>65.40%</b>
\$ 2.100	\$ 2.149	<b>16.00%</b>	\$ 3.600	\$ 3.649	<b>29.80%</b>	\$ 5.100	\$ 5.149	<b>41.80%</b>	\$ 6.600	\$ 6.649	<b>53.80%</b>	\$ 8.100	\$ 8.149	<b>65.80%</b>
\$ 2.150	\$ 2.199	<b>16.50%</b>	\$ 3.650	\$ 3.699	<b>30.20%</b>	\$ 5.150	\$ 5.199	<b>42.20%</b>	\$ 6.650	\$ 6.699	<b>54.20%</b>	\$ 8.150	\$ 8.199	<b>66.20%</b>
\$ 2.200	\$ 2.249	<b>17.00%</b>	\$ 3.700	\$ 3.749	<b>30.60%</b>	\$ 5.200	\$ 5.249	<b>42.60%</b>	\$ 6.700	\$ 6.749	<b>54.60%</b>	\$ 8.200	\$ 8.249	<b>66.60%</b>
\$ 2.250	\$ 2.299	<b>17.50%</b>	\$ 3.750	\$ 3.799	<b>31.00%</b>	\$ 5.250	\$ 5.299	<b>43.00%</b>	\$ 6.750	\$ 6.799	<b>55.00%</b>	\$ 8.250	\$ 8.299	<b>67.00%</b>
\$ 2.300	\$ 2.349	<b>18.00%</b>	\$ 3.800	\$ 3.849	<b>31.40%</b>	\$ 5.300	\$ 5.349	<b>43.40%</b>	\$ 6.800	\$ 6.849	<b>55.40%</b>	\$ 8.300	\$ 8.349	<b>67.40%</b>
\$ 2.350	\$ 2.399	<b>18.50%</b>	\$ 3.850	\$ 3.899	<b>31.80%</b>	\$ 5.350	\$ 5.399	<b>43.80%</b>	\$ 6.850	\$ 6.899	<b>55.80%</b>	\$ 8.350	\$ 8.399	<b>67.80%</b>
\$ 2.400	\$ 2.449	<b>19.00%</b>	\$ 3.900	\$ 3.949	<b>32.20%</b>	\$ 5.400	\$ 5.449	<b>44.20%</b>	\$ 6.900	\$ 6.949	<b>56.20%</b>	\$ 8.400	\$ 8.449	<b>68.20%</b>
\$ 2.450	\$ 2.499	<b>19.50%</b>	\$ 3.950	\$ 3.999	<b>32.60%</b>	\$ 5.450	\$ 5.499	<b>44.60%</b>	\$ 6.950	\$ 6.999	<b>56.60%</b>	\$ 8.450	\$ 8.499	<b>68.60%</b>
\$ 2.500	\$ 2.549	<b>20.00%</b>	\$ 4.000	\$ 4.049	<b>33.00%</b>	\$ 5.500	\$ 5.549	<b>45.00%</b>	\$ 7.000	\$ 7.049	<b>57.00%</b>	\$ 8.500	\$ 8.549	<b>69.00%</b>

**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 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****HAZ**

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	Minimum Charge	Rate per Mile
B	\$165	\$0.16
C	\$265	\$0.26
D	\$265	\$0.26
E	\$375	\$0.37

*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****NYSF**

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.

Rate Category	Charges
B	\$145.00
C	\$170.00
D	\$170.00
E	\$225.00

**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****NADJ**

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:
- 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
  - 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 \$5.50 per 100 pounds (cwt), subject to a minimum charge of \$165.00 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](http://www.adr.org). NO PARTY SHALL HAVE THE RIGHT TO A TRIAL BY JURY IF THE CLAIM IS COVERED BY THE TERMS HEREOF.

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**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.

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**Item 690: Pier Deliveries****PIER**

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 \$200.00** minimum. Detention will be applied normally.

**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 the sum of any and all fees, charges, repairs, replacements, modifications, and/or general expenses incurred associated therewith plus 30%.
- 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.

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**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.

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**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.

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**Item 695: Demand Surcharge (Peak Surcharge)****PEAK**

During specified times of the year, a Demand Surcharge will apply to shipments meeting the published criteria and characteristics. Go to <http://customcritical.fedex.com> for information on demand surcharges in effect, including applicable services, surcharge amounts and effective dates.

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**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) 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) \$0.80 per mile per vehicle with a Minimum Charge PSS (7) \$550.00 per vehicle.**
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**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.

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**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 **\$105 first stop, \$130 second, \$180 each additional shall be assessed.**

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

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**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.

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**Item 727: Right to Use Third Party Carriers**

FedEx Custom Critical reserves the right to tender any shipment to an outside motor carrier. For the convenience of FedEx Custom Critical, or upon Customer request, FedEx Custom Critical may, at its sole discretion, utilize the services of other carrier's or modes of transportation, pursuant to FedEx Custom Critical's property brokerage authority granted by the Federal Motor Carrier Safety Administration, to complete service to its Customers. If FedEx Custom Critical brokers a shipment for a Customer to one or more third party carriers (each, a "Third Party Carrier"), then such operations shall be deemed to have been performed by FedEx Custom Critical in its capacity as a licensed property broker, and not as a motor carrier, and the Third Party Carrier shall be solely responsible for any and all losses, costs, damages or expenses that may occur in connection with such shipment (including, without limitation, for loss or damage to cargo).

In the case of loss or damage to cargo, and upon Customer request, FedEx Custom Critical shall facilitate the filing and processing of cargo claims with the Third Party Carrier but shall not thereby be responsible for cargo loss or damage, the claims process, or the satisfactory outcome of such process. The bill of lading for any shipment brokered pursuant hereto shall be deemed to show the Third Party Carrier as the motor carrier for the shipment (and, in the event that FedEx Custom Critical is listed on the bill of lading as the transporting motor carrier, it shall be deemed for convenience only and not change FedEx Custom Critical's status as a property broker). In no event shall FedEx Custom Critical be liable for any acts or omissions of any third party including, without limitation, any Third-Party Carrier, broker, freight forwarder, or their respective employees, agents, or representatives.

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**Item 730: Satellite Motor Surveillance Service****SMS**

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) \$0.15 per mile or a minimum charge of SNS(2) \$185.00 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 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)****STS**

Carrier shall provide Signature and Tally Record Service (675) upon request of the consignor, subject to the following definition, requirements and charges:

- 1) 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 \$64.00 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****SORT**

As requested or required, when carrier personnel perform services involving sorting, segregating and/or stacking of freight, the charge for such service shall be \$83.00 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****PERM**

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.  
*Continued on next page.*

**Item 760: Specialized Services and/or Equipment** – continued from previous page.

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	4	4
Pads	0	0	0
Load Bars	0	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 (**CRAT**) services: \$83.00 per hour, subject to a minimum of \$135.00 per stop.
- b) Pallet Jack (**PALJ**) will be provided at a charge of cost plus 30%, with a minimum of \$50.00.
- c) Tow motor: \$100.00 per day or actual rental cost plus 30%, whichever is greater.
- d) Requests for excess furniture pads (**PADS**) can be provided at a cost plus 30% with a minimum charge of \$55.00.
- e) Debris removal/disposal (**DEBR**) of packaging material will be charged at the vehicle/mileage rate for all miles driven to a disposal location, and a stop-off charge (see Item 770), and the actual cost of disposal plus 30%, whichever is greater.
- f) Decking (**DECK**) will be provided as a cost plus 30%.
- g) When liftgate (**LIFT**) 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 \$276.00 across all mileage brackets and equipment types.

*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.*

**Item 765: Temperature Controlled Specialized Services and/or Equipment**

**TEMP/TVAL**

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	\$0.40	\$175.00
C	\$0.45	\$195.00
D	\$0.55	\$225.00
E	\$0.60	\$275.00

Temperature-Controlled Equipment With Recording Devices/ High-Cube Electronics Trailers Additional Fee:  
One-Way Mileage/Type of Equipment Charge

Rate Category	Fee Per Mile	Minimum Charge
B	\$0.77	\$335.00
C	\$0.88	\$385.00
D	\$1.05	\$495.00
E	\$1.32	\$605.00

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

- a) 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.
- b) The rate to be assessed shall be the rate applicable from point-of- origin to point-of- final-destination (See Note). c) The initial pickup stop and the final delivery stop are not subject to stop-off charges. The charge shall be \$105 first stop, \$130 second, \$180 each additional.
- d) 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.
- e) Broker/Customs stops shall not be subject to the **any 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.*

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**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.

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**Item 780: Subcontracting Rights**

For its operating convenience, Carrier reserves the right to hire other 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. 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.

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**Item 785: Tolls****TOLL**

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.

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**Item 790: Transportation Protective Service Charges****CSS / DDPS/ PSS**

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****BOND**

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 plus 30% 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 plus 30% of any fees, charges, and/or general expenses associated with those incurred costs.

**Item 795: Trans-Border Fee: Canada****CNTB**

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	\$137.00
C	\$192.00
D	\$192.00
E	\$220.00

**Item 796: TSA Regulated Transport****TSA**

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 \$115.00 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****DRY**

(a) When an order is cancelled within 24 hours of the originally scheduled pickup time or after a vehicle has already been assigned 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.

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

Rate Category	Minimum Charge
B	\$210.00
C	\$315.00
D	\$315.00
E	\$475.00

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

Rate Category	Minimum Charge
B	\$260.00
C	\$415.00
D	\$415.00
E	\$625.00
Flatbed	\$780.00

**Item 805: Vehicle Relocation Process**

**FER2/PDRC**

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

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.*
- c) 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:

Rate Category	Fee per Mile
B	\$1.10
C	\$1.20
D	\$1.20
E	\$1.35

Post Delivery

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:

Delivery Area	Rate Category B	Rate Category C and D	Rate Category E
United States: AZ, CO, NM, NV, South FL (Miami-Dade and Monroe Counties)	\$55.00	\$110.00	\$165.00
United States: OR, UT, WA	\$137.00	\$192.00	\$276.00
United States: ID, MT, ND, SD, WY	\$220.00	\$276.00	\$441.00
United States: AK	\$350.00	\$450.00	\$550.00
Canada: ON, QC	\$220.00	\$276.00	\$441.00
Canada: Remaining Provinces	\$350.00	\$450.00	\$550.00

**Item 807: West Coast Service Charge****WCSC**

Shipments which have an origin or destination in the following West Coast states or provinces will be assessed an additional charge for rate category(s): B \$210.00, C \$225.00, D \$225.00, E \$250.00 per shipment in addition to all other applicable charges. These West Coast states and provinces are defined as: California.

**Item 810: Vehicle Used to Transport Customer Trailer****1WAY**

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****WKHL**

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 for rate category(s): B \$165.00, C \$175.00, D \$175.00, E \$200.00 for transportation services. These 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

Victoria Day

Labour Day

## Canadian Holidays:

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

**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. *Continued on next page.*

**Item 825: Notice of Shipments Containing Food (continued)**

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 notwithstanding, 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.

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**Item 835: Shipment Rescue from Another Carrier****RESC**

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 \$166.00** will be added to the standard applicable rates and accessorial 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.

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**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.



## FedEx Custom Critical Temperature Control Network Tariff

Containing rules, regulations and rates specific to  
the Temperature Control Network.

Applicable for interstate, intrastate and  
international shipments between the U.S.  
and Canada.

**FedEx Custom Critical, Inc.**  
**2977 Brecksville Road**  
**Richfield, OH 44268**

**U.S. DOT Carrier Number 164025**

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**Item: 110: Definitions**

**Occurrence** An “occurrence” is loss, damage or delay (collectively “loss”) resulting from an incident or event, including a loss or multiple losses from continuous or repeated exposure to substantially the same general conditions.

**Per Truck/Vehicle Used** Except as otherwise specifically provided, such terms shall indicate that in the application of rates, the shipment transported on each piece of carrier’s equipment shall be treated as a separate shipment subject to the minimum weight or cubic feet of vehicle provided in connection with the applicable rates.

**Shipment** A “shipment” is a quantity of freight received from one shipper at one point of origin or from places within a single plant at one time for one consignee at one destination and covered by one bill of lading or written shipping order for transportation in one vehicle, unless otherwise provided.

**Metric Conversion**

- One (1) mile = 1.609 kilometers
- One hundred (100) pounds = 45.359 kilograms
- One (1) pint = 0.55 liters

**Temperature Conversion**

- Two Degrees Celsius = Thirty-five point six degrees Fahrenheit
- Eight degrees Celsius = Forty-six point four degrees Fahrenheit
- Fifteen degrees Celsius = Fifty-nine degrees Fahrenheit
- Thirty degrees Celsius = Eighty-six degrees Fahrenheit

**Business Days** Monday through Friday, excluding holidays.

**Business Hours** 8:00 a.m. to 5:00 p.m., excluding Saturdays, Sundays, and legal holidays, except that Consignee may designate its business hours to be other than 8:00 a.m. to 5:00 p.m. provided that such designation is made in writing in advance of delivery and that such designated hours include at least six hours, all of which are between 8:00 a.m. and 5:00 p.m.

**Item 120: Advanced Charges****ADVFE**

Advanced charges are defined as any charges incidental to the transportation of a customer’s goods, including, but not limited to, pier, toll, escorts, flagmen or storage charges. When such charges are incurred by carrier the following handling charges will apply: 5.9% of the amount advanced, **subject to a \$190.00 minimum charge**. These charges will be assessed against the party responsible for the transportation charges in addition to all other charges.

**Item 125: A.M. Delivery****AMDEL**

(a) A.M. Delivery is the Carrier’s delivery, or attempted delivery of a shipment at or prior to 11:00 AM local time, in accordance with the Carrier’s normal transit standards in effect at the time of the shipment under the terms and conditions set forth in this Section. The “scheduled delivery commitment” is based upon the transit standards between any two eligible zip codes/postal codes.

(b) Eligibility: Shipments picked up by 5:00 PM local time for direct point service are eligible for A.M. Delivery at or prior to 11:00 AM local time. The scheduled delivery commitment is based on the date the pickup actually occurs and not on the date that the pickup was scheduled to occur. (i.e., does not cover missed pick-ups). When A.M. Delivery request is accepted by the Carrier, A.M. Delivery covers shipments to eligible points. To determine if a point is eligible for A.M. Delivery within the 48 contiguous United States, call 1-800-421-9128.

(c) Requesting A.M. Delivery service: In order to request the A.M. Delivery service, the Customer must call 1-800-421-9128 and clearly and distinctly indicate “A.M. Delivery” on the face of the bill of lading when the shipment is tendered to the Carrier.

(d) Charges for A.M. Delivery service are the debtor’s otherwise applicable charges for that shipment (the “Standard Charges”), **plus \$200.00**.

*Continued on next page.*

**Item 125: A.M. Delivery (continued)**

(e) Exclusions to A.M. Delivery: A.M. Delivery does not apply on the following shipments:

- Originating from or destined to any points outside the contiguous United States or Canada.
- Not properly packaged or labeled by the Shipper.
- Delayed due to missing, incomplete or inaccurate documentation.
- Requiring special equipment for delivery, including liftgate, forklift, crane or other mechanical devices.
- Shipments that are destined for will call points.
- Shipments for consolidation or distribution.
- Containing hazardous materials that are incompatible with other items on the trailer.
- Shipments subject to Capacity Load.
- Shipments subject to Cubic Capacity and Density.
- Held for inspection or detained by governmental regulation or mandate.
- Shipments moving on Government bills of lading or on shipments where the actual freight charges are to be paid by the government.
- Shipments picked up or delivered at convention or show sites.
- Shipments destined to a non-eligible zip code.
- Shipments delayed due to customs clearance issues.
- Shipments where the requested delivery day is a Holiday, Saturday or Sunday.

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**Item 130: Bills of Lading**

Except as otherwise provided in any written agreement between carrier and shipper applicable to a shipment, the terms and conditions of the Uniform Straight Bill of Lading shall apply, even though the driver or other carrier representative fails to issue said Bill of Lading.

Consignors who have their own preprinted bill of lading forms may, at their option, instead of using the Uniform Straight Bill of Lading, use the Straight Bill of Lading-Short form. In either case, the transportation of the shipment by carrier shall be subject to all terms and conditions of the Uniform Straight Bill of Lading as shown and provided for in this Item.

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**Item 140: Cargo Claim Liability**

(a) The carrier or party in possession of any of the property herein described shall be liable as codified in 49 U.S.C. § 14706 for any loss thereof or damage thereto, except as in hereinafter provided and subject to Item 150, Released Value.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act of default of the shipper, receiver or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed and unpacked by the shipper or its agent or the carrier or their agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the party's or carrier's inspection, and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or their agent.

(c) The carrier or party in possession of all or any of the property herein described shall not be liable for delay caused by highway obstruction, faulty or impassable highway, lack of capacity of any highway bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) The carrier or party in possession of all or any of the property herein described shall not be liable for loss, damage or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such a request, whether such request was made before or after the party or carrier comes into possession of the property.

(e) Should any term or provision of this Item be found to be unenforceable and/or contrary to law, the other terms and provisions shall still be applicable.

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**Item 145: Capacity Load – Minimum Charge**

1. When all or part of an LTL rated shipment tendered to Carrier is classified as being a “capacity load” shipment, the minimum charge will be as follows:

- A. The Capacity Load Minimum Charge is a combination of the Constant Shipment Charge per shipment plus the mileage charges which are calculated using the Variable Mileage Rate times the applicable direct miles between the origin and the destination using the HGB 100 Mileage Guide.
- B. The charges are designated for a loaded pup (28-foot trailer - PUP) and for a loaded set (2 pups – 56 feet - SET) as applicable to the size of shipment and corresponding trailer capacity used. The set price will also apply to a single trailer exceeding 29 feet in length.
- C. The Destination State of the shipment determines which charges apply. The Destination State is determined by three categories identified as “States List A or B or C,” shown immediately below.
- D. Excess freight loaded on the last pup or vehicle exceeding 29 feet in length that is not a Capacity Load as defined in part 2 will be considered a separate shipment and so rated.

<u>CAPACITY LOAD CHARGES</u>	<u>DESTINATION</u>		<u>DESTINATION</u>		<u>DESTINATION</u>	
	List A	List A	List B	List B	List C	List C
	PUP	SET	PUP	SET	PUP	SET
Constant Shipment Charge:	\$771	\$961	\$771	\$961	\$771	\$961
Variable Mileage Rate:	\$3.60	\$6.28	\$4.07	\$7.43	\$4.87	\$8.83

A fuel surcharge will apply: The charges will be the amount published in this tariff, and will be in addition to any other charges.

States List A	AL AR CA GA IL IN KY MO MS NC OH SC TN WI
States List B	AZ DC DE IA ID KS LA MD MI MN NE NJ NV NY PA OK OR TX UT VA WA WV
States List C	CO CT FL MA ME NH NM RI SD VT

Example: 28 feet of loaded capacity from Atlanta, GA 30076, to Omaha, NE 68103 (975 miles)

Determined: Pup charges (≤28 feet), 975 mi. (30076-68103), List B (destination state NE)

Charges: Constant Shipment \$ 771.00

Mileage Variable \$ 3,968.25 (975 mi X \$4.07)

Total \$ 4,739.25 (before addition of fuel surcharge)

*Continued on next page.*

**Item 145: Capacity Load – Minimum Charge (continued)**

2. The terms “Loaded To Capacity” or “Capacity Load” refer to the extent to which a PUP, SET, or vehicle exceeding 29 feet in length is loaded with freight, each term meaning:

- A. That quantity of freight which, because of unusual shape or dimensions or because of necessity for segregation from other freight, requires the entire capacity of a PUP, SET, or a vehicle exceeding 29 feet in length.
- B. That quantity of freight which, in the manner loaded, utilized a linear length of 20 feet or more and either of the following conditions apply:
  - 1. Linear width of the freight is equal to or is greater than 5 feet in the pup(s) or vehicle; or
  - 2. Linear width of the freight is less than 5 feet and no additional article identical in size and shipping form to the largest article in the shipment can be loaded in the pup(s) or vehicle.

Note: Linear feet of freight is measured as floor loaded or is considered to be floor loaded, regardless if the shipment can be stacked. Length of handling unit will be determined based on the side that is accessible by pallet jack. If shipment is unitized/banded into a fewer number of handling units (HU), the Bill of Lading (BOL) must reflect the correct number of HU. If the BOL is not properly completed to reflect the tendered HU and not the total number of stacked skids, the Capacity Load rule will apply using the higher number of HUs, meeting the requirements of this rule.

- C. That quantity of freight that exceeds 20,000 pounds, or by weight, or size exceeds that which can be legally loaded in a pup(s) or vehicle; or,
- D. That quantity of freight consisting of one article loaded in a pup or vehicle when one additional article, weighing the same as or more than the article loaded, cannot be legally loaded.

3. FedEx reserves the right, in its sole discretion, to modify charges and include Capacity Load when this Item 145 applies.

4. The provisions of this Item 145 may not be used to reduce rates, minimum weights or total charges below the otherwise applicable charges on the shipment.

5. When, during one calendar day, two or more shipments with the same debtor are received from one Consignor, at one origin address, destined to one or more Consignees at the same destination delivery address, that combined will aggregate to a capacity shipment as defined above, the shipments will be combined and considered as one shipment and will be subject to the provisions of this Item 145.

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**Item 150: Released Value**

(a) The rate and charges are based upon carrier's liability being limited to the amounts set forth herein. When property is transported subject to the provisions of this tariff and there is no written agreement between carrier and shipper applicable to the shipment, unless the shipper requests in writing in advance of shipment a greater liability limitation and pays the corresponding increased freight charges set forth herein, the cargo liability of carrier is limited to the lesser of (i) the manufacturing/replacement costs for the goods (ii) \$10.00 per pound or (iii) \$50,000 per occurrence, subject to a maximum of \$50,000 per loss incident for co-mingled loads of one or more shippers. Losses for commingled shipments will be allocated prorata based on cargo weights. The shipper may increase carrier's maximum liability set forth in this section by declaring in writing prior to shipment a greater value for the shipment and paying the corresponding charge of \$1.50 per \$100.00 of increased liability. In no event shall carrier's liability exceed the actual amount of loss, and in no event may shipper declare a value greater than \$50.00 per pound per article or \$250,000 per occurrence. For shipments continuing beyond carrier's service, carrier's cargo liability will cease at the time of transfer to a beyond carrier to the extent allowed by law. Shipper and its insurers if any, waive any and all rights of subrogation for any and all cargo loss or damage, however caused, which is in excess of carrier's cargo liability limits as set forth herein.

(b) Shippers who elect to use their own bills of lading shall be deemed experienced in transportation matters. Therefore, the omission of released valuation language on the shipper's bill of lading shall not be deemed relevant and notice herein of shipper's option to declare a higher value shall be considered sufficient notice.

**Item 155: California Compliance Surcharge**

1. Shipments moving to, from, or within the state of California will be subject to a charge of \$24.00 per shipment. The charge will be in addition to all other lawful charges and will be collected from the payor of the freight charges.

**Item 160: Claims Procedures**

The principals and practice for the investigation and disposition of Freight Claims as published in Title 49, Code of Federal Regulations, Part 370, shall apply with respect to any freight loss or damage claim. The limit for filing a cargo claim is nine months after the delivery date; provided, however, that notification of any concealed or latent damage should be made to carrier within five (5) days after delivery. Payment in full for all invoiced amounts must be received by carrier before carrier will process or settle claims of any nature whatsoever.

**Item 165: Collect on Delivery (COD) Shipments**

Carrier will not provide COD (Collect On Delivery) service to customers. In the event Carrier is tendered a shipment in person or through automation with instructions on the collection of COD, Carrier will attempt to notify the appropriate parties for disposition instructions. Carrier will not be liable for collection of the COD. amount as this is not a service provided by Carrier. All storage, reconsignment, and freight charges will apply to shipments marked COD.

**Item 170: Customs or In-Bond Freight****CUS**

1. When shipments move under U.S. Customs Bond to a point in the U.S., the following charges will apply per shipment:
  - A. Each movement from, to, or between U.S. Customs Clearance location(s) will be considered a separate movement and the following customs or in bond charges will apply:
    1. \$8.36 per cwt., subject to a minimum charge of \$166.00. Maximum charge per trailer or vehicle will be \$774.00.
      - a. Includes freight moving from site to initial pickup to another site for customs clearance prior to departure from port facilities.
      - b. For movements requiring the use of more than one trailer, each trailer will be considered a separate shipment when determining charges under this item.
  2. Consignor/Consignee's linehaul charges on shipments requiring U.S. Customs Clearance destined to a point outside of the point of U.S. Customs Clearance will be assessed from origin point to U.S. Customs Clearance point, then to final destination. When the final destination point is within the U.S. Customs Clearance point, the applicable rates and charges will be those to the U.S. Customs Clearance point or final destination, whichever is greater.
    - a. Not applicable for shipments moving from or to Canada when U.S. Customs Clearance is performed at ports on the U.S.-Canada border or adjacent thereto.
3. Shipments moving in bond will not be afforded stop-offs, split pickups, or split deliveries. In bond freight will not be allowed to move on the same Bill of Lading as freight not moving in bond.
4. Shipments held for U.S. Customs Clearance will be subject to applicable detention or storage charges. Such charges will be assessed against the party responsible for payments of the linehaul charges. Notification to the Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery. *Continued on next page.*

**Item 170: Customs or In-Bond Freight (continued)**

5. Each Transportation Entry and Manifest of Goods Subject to Customs Inspections and Permit-CBP Form # 7512 (regardless of class of entry) issued will be considered as a separate shipment and accompanied by one Bill of Lading. This paragraph will not apply to shipments subject to truckload rates or commodity or class rates subject to a minimum weight of 20,000 pounds or more moving between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs warehouse.

6. Shipments picked up in the U.S. and consigned for export outside the U.S. that require advance coordination before export are allowed five (5) business days based on the date of pickup. This coordination may include advance customs entry, export registration, bond cancelation, or any required process that may delay the export of the shipment. After five (5) business days, the shipment will be subject to Storage Rules as prescribed in Item 510.

**Item 180: Computation of Time**

Where rates are based on hours, time will be computed from the time a vehicle arrives at customer’s place of business until it is released by the authorized agent of the customer, except in 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. Fractions of an hour will be rounded up in quarter hour increments.

**Item 190: Delivery Charge**

- Shipments delivered to the service area shown below will be subject to an additional charge per shipment.
- The charge will be in addition to all other lawful charges and will be collected from Payor of the freight charges.

Area (see definition)	Charge
Williston and Minot, ND	\$300.00
Midland and Odessa, TX	\$375.00
Navy Pier, Chicago, IL	\$94.00
Puget Sound, WA	\$424.00
New York City and Long Island, NY	\$150.00

Area Definition: Williston and Minot, ND ZIP Codes

58718	58727	58737	58765	58776	58801	58835	58845	58856
58721	58730	58746	58769	58784	58802	58838	58849	
58722	58733	58752	58772	58794	58830	58843	58852	
58725	58734	58755	58773	58795	58833	58844	58853	

Area Definition: Midland and Odessa, TX and NM ZIP Codes

78851	79710-79714	79733-79735	79752	79768-79770	79830-79832	79845-79846	79854
79511	79718-79721	79738-79745	79754-79756	79772	79834	79848	88231
79701-79708	79730-79731	79748-79749	79758-79766	79788-79789	79842-79843	79852	88252

Area Definition: Navy Pier, Chicago, IL ZIP CODES

60611
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Area Definition: New York City and Long Island, NY ZIP Codes

10000-11999
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Area Definition: Puget Sound, WA ZIP Codes

98013	98222	98245	98261-98262	98281	98297
98070	98243	98250	98279	98286	98280

**Item 200: Descriptions**

- (a) Contents of shipments must be indicated by accurate description on the bill of lading or attached documentation supplied by the shipper.
- (b) The number of pieces included in a shipment must be specified on the bill of lading or attached documentation.
- (c) The gross weight of the shipment shall be specified on the bill of lading or attached documentation. The term "gross weight" includes the contents of any container as well as the weight of any pallets, platforms, racks, containers or packages transported by carrier.

**Item 210: Detention****DET**

1. When Carrier's trailer or vehicle is delayed by Consignor/Consignee for loading or unloading on or near the premises of Consignor/Consignee, detention charges will begin upon expiration of the applicable free time allowed and will end when the trailer or vehicle is loaded or unloaded and is available for movement.
2. Computation of time shall begin upon arrival of the driver to the pick-up, or delivery location. The computation of time shall end upon driver departure of pick-up, or delivery location. The beginning, ending, and non-working times shall be entered into Carrier's driver hand-held log device by Carrier's employee and that will be binding on each party.
3. The following detention charges will apply:
  - A. For detention with power, the following charges and provisions will apply:
    1. \$77.00 per trailer for each 15 minutes or fraction thereof, subject to a minimum charge of \$92.00.
    2. Free time will be determined as follows:
 

<u>WEIGHT PER STOP</u>	<u>FREE TIME PER STOP</u>
a. 1 through 4,999 pounds	30 minutes
b. 5,000 through 9,999 pounds	45 minutes
c. 10,000 pounds or more	60 minutes
    - d. Non-working periods, such as meal, coffee, or rest breaks, not exceeding one hour, will be excluded from the computation of free time.
    - e. The free time will be increased by 5 minutes for each additional shipment, subject to a maximum of 60 minutes additional free time.
3. FedEx Custom Critical shall have the right to collect charges from Payor in the case of both loading or unloading, regardless of whether linehaul charges are prepaid or collect. When there is more than one payor, charges will be prorated on the basis of the weight of each individual shipment.
4. When loading or unloading is not completed by the end of the business day, Consignor/Consignee has the option to:
  - a. Request trailer or vehicle without power remain. Free time will cease, and detention without power will begin with applicable free time.
  - b. Request trailer or vehicle leave the site and return the next business day when loading or unloading will resume. Free time will be suspended until trailer is returned. Storage and redelivery charges will apply without additional free time.
5. Detention with power will also apply when Carrier assists in loading, unloading, counts, or checks the freight whether the power remains or not.
  - B. For detention without power, the following charges and provisions will apply:
    1. \$258.00 per trailer or vehicle for each 24-hour period or fraction thereof, excluding non-business days. Charges cease when Customer notifies Carrier that the equipment is available to Carrier.
    2. Free time will be determined as follows:
      - a. 24 hours, excluding non-business days.
3. Subject to availability of equipment, Carrier will spot trailer or vehicle for loading or unloading on the premises or designated site as requested by Consignor/Consignee, or as close as conditions permit. Customer or its designee may move the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading.
4. Consignor/Consignee will perform all loading or unloading, including the counting and checking of freight. In the case of loading, the Bill of Lading must show, "shipper load and count." When a trailer or vehicle is unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.
5. Carrier responsibility for safeguarding shipments will begin when Carrier takes possession of a trailer or vehicle loaded by Consignor and will end when Carrier spots trailer or vehicle for unloading by Consignee, as the case may be.

**Item 220: Computation of Mileage**

- (a) Except as otherwise provided herein, mileage will be computed from point of origin to point of destination by the shortest timed route (Practical Mileage) and such mileage shall be 100% of the applicable mileage ascertained by compilation of distances as shown in ALK Technologies PC\*Miler, or carrier implemented re-issues thereof. A 5-digit Zip Code or full 6-place Canadian Postal Code will determine locations.
- (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 shipper requests a longer route than the shortest route, the actual mileage over the longest 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 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.
- (f) In computing mileage, a fraction of a mile shall be considered as one mile.
- (g) When U.S. domestic shipments are routed through Canada and culminate back in the U.S., the mileage will computed as practical miles.

**Item 230: Dunnage**

Shipments shall be computed on gross weights including the contents of any containers as well as the weight of any pallets, platforms, racks, containers or packages transported by carrier. Where such materials are used to protect shipments, they shall be furnished by the shipper.

If carrier is required to purchase materials used in loading and unloading, carrier shall be reimbursed for the actual cost plus 30%. Carrier will furnish proof of such cost upon request.

**Item 235: Early Delivery****ELYDEL**

1. Eligibility: Should a shipment be available for delivery at the Customer pickup location on a date preceding its scheduled delivery date and at the request of the consignor, or consignee or third party, the Early Delivery service fee will be assessed to the shipment if the shipment's delivery is accomplished prior to the original scheduled delivery commitment. FCC reserves the right to deny service based on its discretion.
2. Requesting Early Delivery: In order to request the Early Delivery service, the Customer must call 1-800-421-9128 and clearly and distinctly indicate "Early Delivery" on the face of the bill of lading when the shipment is tendered to the Carrier.
3. Charges for Early Delivery are the responsibility of the requestor of the service. A flat fee of \$182.00 will be added to the shipment's invoice.
4. Early Delivery does not carry any guarantee of service. Attempted delivery of the shipment will be considered fulfillment of the Early Delivery request.
5. Carrier reserves the right of recourse against the shipment debtor should Carrier be unable to collect any applicable Early Delivery charges from the requestor of the service.
6. These terms and conditions shall control in the event they directly conflict with the provisions contained in any applicable contract or other applicable tariff item.
7. Any Early Delivery on a non-business day as defined in Item 110 will be subject to charges as stated in Item 465.
8. Early Delivery is defined as delivery of the freight to Customer's facility or pickup by Customer at the FedEx Custom Critical service center before its scheduled delivery date.

**Item 240: Estimated Freight Charges**

When requested in writing, carrier will furnish, either orally or in writing, an estimate of the charges applicable on any given shipment moving under the provisions of this tariff. Such estimate will be given on the basis of the applicable contract rate or, in the case of shipments not subject to the contract rates, to the effective published tariff provisions as applied to those facts concerning the shipment.

Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges, which estimate is not binding on either the carrier or the shipper.

All transportation charges on a shipment will be assessed on the basis of the applicable contract rate or, in the case of shipments not subject to the contract rates, to the published tariff provisions lawfully in effect at the time of shipment as applied to the commodity shipped and the transportation and related services performed in connection therewith.

**Item 250: Exclusive Use of Vehicle**

- (a) When shipper desires to utilize a vehicle or vehicles for the exclusive transportation of a shipment, from origin to destination, for security reasons, or the need for segregation and separation from other freight, or for any other special need of the shipper, a vehicle or vehicles will be furnished for such exclusive use, subject to the conditions provided in this Item and subject to charges established in writing in advance of the shipment.
- (b) Arrangements must be made with the carrier prior to the loading of the vehicle or vehicles. (See Note A).
- (c) The demand or request must be given in writing attached to, referred to or inserted in the Bill of Lading and shipping order. (See Note A)
- (d) All charges covering the shipment must be prepaid by the shipper or guaranteed by shipper by proper endorsement on the Bill of Lading.
- (e) The vehicle will be devoted exclusively to the transportation of the shipment, without transfer of lading and without the breaking of seals, if any have been applied, except in cases of emergency, when the shipment will be given the exclusive use of the vehicle to which it was transferred. Carrier will not be responsible for reapplying a seal or lock following a stop for partial loading or partial unloading, but upon a specific request to reapply a seal or lock following such service, carrier will make a diligent effort to do so.

**NOTE A:** *When the demand for the exclusive use of freight carrying vehicle is made by the consignor or consignee after a shipment has been receipted for and is in possession of the carrier, the carrier will, if possible, intercept the shipment and convert same to exclusive use of vehicle over as much of the same route as possible. In such case, the provisions of this Item will apply. The party making the demand must confirm it in writing and must guarantee the charges.*

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**Item 260: Extra Labor**

1. When Consignor/Consignee requests extra labor be furnished for loading, unloading, blocking, or bracing, or similar services, and labor is available, the following charges will apply:
  - A. \$173.00 per person for each hour or fraction thereof, subject to a minimum charge of \$681.00.
2. Time will be computed from the time the extra labor departs from Carrier's service center through its return to the service center, excluding any time servicing other customers.
3. When service is provided during non-business time as defined in Item 110, charges stated in Item 260 are not applicable. Refer to Item 465 for applicable charges.

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**Item 265: Food Shipments**

1. Bill of Lading: Transportation of food items must be clearly identified on the Bill of Lading.
2. Packaging: Customer will only tender and Carrier will only accept food items packaged in a fully enclosed container as defined by the Food and Drug Administration.
3. Liability: Customer shall, at its cost and expense, comply with the terms of this rules tariff and all applicable federal, state, local, and international laws, rules, and regulations pertaining to its shipments and shall be responsible for all costs, liabilities, delays, fines, and expenses caused by, resulting from, or otherwise associated with any noncompliance by Customer or Customer's shipments with this rules tariff or any such laws, rules, or regulations. Customer shall also be responsible for Carrier's charges pertaining to any services performed by Carrier at Customer's request for compliance with this rules tariff or any such laws, rules or regulations.
4. Refusal of shipment: In the event of refusal of a shipment by Consignee or in the event that Carrier, for any reason, is unable to deliver a shipment, Carrier shall notify Customer and storage charges will apply as defined in Item 510. Should Customer fail to provide Carrier with disposition of the refused shipment within two (2) business days from Carrier's notification, Customer agrees that Carrier shall have the right to dispose of the refused shipment at its sole discretion.

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**Item 270: Fractions Disposition**

In computing freight charges, all fractions must be retained at their full value until the final computation is obtained. In computing mileages, all fractions are rounded off to the next complete mile. In computing weight, all fractions are rounded up to the next whole pound.

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**Item 280: Fuel Surcharge****405P**

1. The weekly national average diesel fuel price set by the U.S. Department of Energy effective each Monday shall be used to determine the fuel surcharge. All rates and charges for linehaul transportation, and other services which consume fuel, in tariffs or contracts making reference to this tariff, will be increased by the percentage shown below.
  2. LTL & TL rated shipments will be subject to the same percentage of fuel surcharge.
- Graph on next page.*

When the EIA Fuel Index is AT LEAST:	The LTL Fuel Surcharge will be:	When the EIA Fuel Index is AT LEAST:	The LTL Fuel Surcharge will be:	When the EIA Fuel Index is AT LEAST:	The LTL Fuel Surcharge will be:
\$1.80	22.80%	\$2.28	25.20%	\$2.76	28.25%
\$1.81	22.90%	\$2.29	25.30%	\$2.77	28.25%
\$1.82	22.90%	\$2.30	25.30%	\$2.78	28.25%
\$1.83	23.00%	\$2.31	25.40%	\$2.79	28.25%
\$1.84	23.00%	\$2.32	25.40%	\$2.80	28.50%
\$1.85	23.10%	\$2.33	25.50%	\$2.81	28.50%
\$1.86	23.10%	\$2.34	25.50%	\$2.82	28.50%
\$1.87	23.20%	\$2.35	25.60%	\$2.83	28.50%
\$1.88	23.20%	\$2.36	25.60%	\$2.84	28.50%
\$1.89	23.30%	\$2.37	25.70%	\$2.85	28.75%
\$1.90	23.30%	\$2.38	25.70%	\$2.86	28.75%
\$1.91	23.40%	\$2.39	25.80%	\$2.87	28.75%
\$1.92	23.40%	\$2.40	25.80%	\$2.88	28.75%
\$1.93	23.50%	\$2.41	25.90%	\$2.89	28.75%
\$1.94	23.50%	\$2.42	25.90%	\$2.90	29.00%
\$1.95	23.60%	\$2.43	26.00%	\$2.91	29.00%
\$1.96	23.60%	\$2.44	26.00%	\$2.92	29.00%
\$1.97	23.70%	\$2.45	26.10%	\$2.93	29.00%
\$1.98	23.70%	\$2.46	26.10%	\$2.94	29.00%
\$1.99	23.80%	\$2.47	26.20%	\$2.95	29.25%
\$2.00	23.80%	\$2.48	26.20%	\$2.96	29.25%
\$2.01	23.90%	\$2.49	26.30%	\$2.97	29.25%
\$2.02	23.90%	\$2.50	26.60%	\$2.98	29.25%
\$2.03	24.00%	\$2.51	26.60%	\$2.99	29.25%
\$2.04	24.00%	\$2.52	26.60%	\$3.00	29.50%
\$2.05	24.10%	\$2.53	26.60%	\$3.01	29.50%
\$2.06	24.10%	\$2.54	26.60%	\$3.02	29.50%
\$2.07	24.20%	\$2.55	26.95%	\$3.03	29.50%
\$2.08	24.20%	\$2.56	26.95%	\$3.04	29.50%
\$2.09	24.30%	\$2.57	26.95%	\$3.05	29.75%
\$2.10	24.30%	\$2.58	26.95%	\$3.06	29.75%
\$2.11	24.40%	\$2.59	26.95%	\$3.07	29.75%
\$2.12	24.40%	\$2.60	27.30%	\$3.08	29.75%
\$2.13	24.50%	\$2.61	27.30%	\$3.09	29.75%
\$2.14	24.50%	\$2.62	27.30%	\$3.10	30.00%
\$2.15	24.60%	\$2.63	27.30%	\$3.11	30.00%
\$2.16	24.60%	\$2.64	27.30%	\$3.12	30.00%
\$2.17	24.70%	\$2.65	27.65%	\$3.13	30.00%
\$2.18	24.70%	\$2.66	27.65%	\$3.14	30.00%
\$2.19	24.80%	\$2.67	27.65%	\$3.15	30.25%
\$2.20	24.80%	\$2.68	27.65%	\$3.16	30.25%
\$2.21	24.90%	\$2.69	27.65%	\$3.17	30.25%
\$2.22	24.90%	\$2.70	28.00%	\$3.18	30.25%
\$2.23	25.00%	\$2.71	28.00%	\$3.19	30.25%
\$2.24	25.00%	\$2.72	28.00%	\$3.20	30.50%
\$2.25	25.10%	\$2.73	28.00%	\$3.21	30.50%
\$2.26	25.10%	\$2.74	28.00%	\$3.22	30.50%
\$2.27	25.20%	\$2.75	28.25%	\$3.23	30.50%

\$3.24	30.50%	\$3.78	33.60%	\$4.32	39.00%
\$3.25	30.75%	\$3.79	33.70%	\$4.33	39.10%
\$3.26	30.75%	\$3.80	33.80%	\$4.34	39.20%
\$3.27	30.75%	\$3.81	33.90%	\$4.35	39.30%
\$3.28	30.75%	\$3.82	34.00%	\$4.36	39.40%
\$3.29	30.75%	\$3.83	34.10%	\$4.37	39.50%
\$3.30	31.00%	\$3.84	34.20%	\$4.38	39.60%
\$3.31	31.00%	\$3.85	34.30%	\$4.39	39.70%
\$3.32	31.00%	\$3.86	34.40%	\$4.40	39.80%
\$3.33	31.00%	\$3.87	34.50%	\$4.41	39.90%
\$3.34	31.00%	\$3.88	34.60%	\$4.42	40.00%
\$3.35	31.25%	\$3.89	34.70%	\$4.43	40.10%
\$3.36	31.25%	\$3.90	34.80%	\$4.44	40.20%
\$3.37	31.25%	\$3.91	34.90%	\$4.45	40.30%
\$3.38	31.25%	\$3.92	35.00%	\$4.46	40.40%
\$3.39	31.25%	\$3.93	35.10%	\$4.47	40.50%
\$3.40	31.50%	\$3.94	35.20%	\$4.48	40.60%
\$3.41	31.50%	\$3.95	35.30%	\$4.49	40.70%
\$3.42	31.50%	\$3.96	35.40%	\$4.50	40.80%
\$3.43	31.50%	\$3.97	35.50%	\$4.51	40.90%
\$3.44	31.50%	\$3.98	35.60%	\$4.52	41.00%
\$3.45	31.60%	\$3.99	35.70%	\$4.53	41.10%
\$3.46	31.60%	\$4.00	35.80%	\$4.54	41.20%
\$3.47	31.60%	\$4.01	35.90%	\$4.55	41.30%
\$3.48	31.60%	\$4.02	36.00%	\$4.56	41.40%
\$3.49	31.60%	\$4.03	36.10%	\$4.57	41.50%
\$3.50	31.70%	\$4.04	36.20%	\$4.58	41.60%
\$3.51	31.70%	\$4.05	36.30%	\$4.59	41.70%
\$3.52	31.70%	\$4.06	36.40%	\$4.60	41.80%
\$3.53	31.70%	\$4.07	36.50%	\$4.61	41.90%
\$3.54	31.70%	\$4.08	36.60%	\$4.62	42.00%
\$3.55	31.80%	\$4.09	36.70%	\$4.63	42.10%
\$3.56	31.80%	\$4.10	36.80%	\$4.64	42.20%
\$3.57	31.80%	\$4.11	36.90%	\$4.65	42.30%
\$3.58	31.80%	\$4.12	37.00%	\$4.66	42.40%
\$3.59	31.80%	\$4.13	37.10%	\$4.67	42.50%
\$3.60	31.80%	\$4.14	37.20%	\$4.68	42.60%
\$3.61	31.90%	\$4.15	37.30%	\$4.69	42.70%
\$3.62	32.00%	\$4.16	37.40%	\$4.70	42.80%
\$3.63	32.10%	\$4.17	37.50%	\$4.71	42.90%
\$3.64	32.20%	\$4.18	37.60%	\$4.72	43.00%
\$3.65	32.30%	\$4.19	37.70%	\$4.73	43.10%
\$3.66	32.40%	\$4.20	37.80%	\$4.74	43.20%
\$3.67	32.50%	\$4.21	37.90%	\$4.75	43.30%
\$3.68	32.60%	\$4.22	38.00%	\$4.76	43.40%
\$3.69	32.70%	\$4.23	38.10%	\$4.77	43.50%
\$3.70	32.80%	\$4.24	38.20%	\$4.78	43.60%
\$3.71	32.90%	\$4.25	38.30%	\$4.79	43.70%
\$3.72	33.00%	\$4.26	38.40%	\$4.80	43.80%
\$3.73	33.10%	\$4.27	38.50%	\$4.81	43.90%
\$3.74	33.20%	\$4.28	38.60%	\$4.82	44.00%
\$3.75	33.30%	\$4.29	38.70%	\$4.83	44.10%
\$3.76	33.40%	\$4.30	38.80%	\$4.84	44.20%
\$3.77	33.50%	\$4.31	38.90%	\$4.85	44.30%

\$4.86	44.40%	\$5.41	49.90%	\$5.96	55.40%
\$4.87	44.50%	\$5.42	50.00%	\$5.97	55.50%
\$4.88	44.60%	\$5.43	50.10%	\$5.98	55.60%
\$4.89	44.70%	\$5.44	50.20%	\$5.99	55.70%
\$4.90	44.80%	\$5.45	50.30%	\$6.00	55.80%
\$4.91	44.90%	\$5.46	50.40%	\$6.01	55.90%
\$4.92	45.00%	\$5.47	50.50%	\$6.02	56.00%
\$4.93	45.10%	\$5.48	50.60%	\$6.03	56.10%
\$4.94	45.20%	\$5.49	50.70%	\$6.04	56.20%
\$4.95	45.30%	\$5.50	50.80%	\$6.05	56.30%
\$4.96	45.40%	\$5.51	50.90%	\$6.06	56.40%
\$4.97	45.50%	\$5.52	51.00%	\$6.07	56.50%
\$4.98	45.60%	\$5.53	51.10%	\$6.08	56.60%
\$4.99	45.70%	\$5.54	51.20%	\$6.09	56.70%
\$5.00	45.80%	\$5.55	51.30%	\$6.10	56.80%
\$5.01	45.90%	\$5.56	51.40%	\$6.11	56.90%
\$5.02	46.00%	\$5.57	51.50%	\$6.12	57.00%
\$5.03	46.10%	\$5.58	51.60%	\$6.13	57.10%
\$5.04	46.20%	\$5.59	51.70%	\$6.14	57.20%
\$5.05	46.30%	\$5.60	51.80%	\$6.15	57.30%
\$5.06	46.40%	\$5.61	51.90%	\$6.16	57.40%
\$5.07	46.50%	\$5.62	52.00%	\$6.17	57.50%
\$5.08	46.60%	\$5.63	52.10%	\$6.18	57.60%
\$5.09	46.70%	\$5.64	52.20%	\$6.19	57.70%
\$5.10	46.80%	\$5.65	52.30%	\$6.20	57.80%
\$5.11	46.90%	\$5.66	52.40%	\$6.21	57.90%
\$5.12	47.00%	\$5.67	52.50%	\$6.22	58.00%
\$5.13	47.10%	\$5.68	52.60%	\$6.23	58.10%
\$5.14	47.20%	\$5.69	52.70%	\$6.24	58.20%
\$5.15	47.30%	\$5.70	52.80%	\$6.25	58.30%
\$5.16	47.40%	\$5.71	52.90%	\$6.26	58.40%
\$5.17	47.50%	\$5.72	53.00%	\$6.27	58.50%
\$5.18	47.60%	\$5.73	53.10%	\$6.28	58.60%
\$5.19	47.70%	\$5.74	53.20%	\$6.29	58.70%
\$5.20	47.80%	\$5.75	53.30%	\$6.30	58.80%
\$5.21	47.90%	\$5.76	53.40%	\$6.31	58.90%
\$5.22	48.00%	\$5.77	53.50%	\$6.32	59.00%
\$5.23	48.10%	\$5.78	53.60%	\$6.33	59.10%
\$5.24	48.20%	\$5.79	53.70%	\$6.34	59.20%
\$5.25	48.30%	\$5.80	53.80%	\$6.35	59.30%
\$5.26	48.40%	\$5.81	53.90%	\$6.36	59.40%
\$5.27	48.50%	\$5.82	54.00%	\$6.37	59.50%
\$5.28	48.60%	\$5.83	54.10%	\$6.38	59.60%
\$5.29	48.70%	\$5.84	54.20%	\$6.39	59.70%
\$5.30	48.80%	\$5.85	54.30%	\$6.40	59.80%
\$5.31	48.90%	\$5.86	54.40%	\$6.41	59.90%
\$5.32	49.00%	\$5.87	54.50%	\$6.42	60.00%
\$5.33	49.10%	\$5.88	54.60%	\$6.43	60.10%
\$5.34	49.20%	\$5.89	54.70%	\$6.44	60.20%
\$5.35	49.30%	\$5.90	54.80%	\$6.45	60.30%
\$5.36	49.40%	\$5.91	54.90%	\$6.46	60.40%
\$5.37	49.50%	\$5.92	55.00%	\$6.47	60.50%
\$5.38	49.60%	\$5.93	55.10%	\$6.48	60.60%
\$5.39	49.70%	\$5.94	55.20%	\$6.49	60.70%
\$5.40	49.80%	\$5.95	55.30%	\$6.50	60.80%

**Item 290: Handling Charges**

1. When Consignor/Consignee or another transportation provider requests Carrier's facilities be furnished to temporarily store (not to exceed 24 hours) or handle a shipment, the following charges will apply:
  - A. \$13.27 per cwt., subject to a minimum charge of \$104.00.
2. Unless otherwise indicated, charges will be payable by the party responsible for payment of the linehaul charges.

**Item 300: Hazardous Materials/Substances****HAZ**

1. Carrier will accept shipments of hazardous materials or substances for transportation in accordance with the transportation requirements of the U.S. Department of Transportation.
2. When Consignor/Consignee requests Carrier to transport hazardous materials or substances, the following charges will apply:
  - A. \$58.00 per shipment.
3. Any notation on the Bill of Lading which limits or denies Carrier access to the trailer shall be deemed by Carrier to require Exclusive Use and rated accordingly.

**Item 310: Impractical Operation**

1. When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of shipments from or to positions beyond the point directly accessible or immediately adjacent to the trailer or vehicle, the following charges will apply:
  - A. \$17.87 per cwt., subject to a minimum charge of \$189.00. Maximum charge will be \$1,888.00 trailer or vehicle, per shipment.
2. Service will be provided to floors above or below the level accessible to Carrier's trailer or vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to Carrier.
3. Charges apply wherever and whenever the service is performed.

**Item 315: Inside Pickup or Delivery****IPU, IDL**

1. When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of shipments from or to positions beyond the point directly accessible or immediately adjacent to the trailer or vehicle, the following charges will apply:
  - A. \$17.87 per cwt., subject to a minimum charge of \$189.00. Maximum charge will be \$1,888.00 trailer or vehicle, per shipment.
2. Service will be provided to floors above or below the level accessible to Carrier's trailer or vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to Carrier.
3. Charges apply wherever and whenever the service is performed.

**Item 320: Liability for Charges**

The shipper and the consignee shall be liable, jointly and severally:

- (a) For all unpaid charges payable on account of a shipment pursuant to applicable tariffs or pricing agreements.
- (b) To pay or indemnify carrier for all claims, fines, penalties, damages, costs or other sums which may be incurred by carrier by reason of any violation of the terms of applicable tariffs or any other default of the shipper, consignee or their agents.

A shipment for which charges are to be paid by a party other than the shipper or consignee will be accepted provided that the shipper has established credit with the carrier and the shipper guarantees to pay the charges if the other party fails to do so.

**Item 330: Liftgate Service**

1. The charges for this service will be paid by the party that requested the service or guaranteed by Shipper. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available, or when such equipment is not available through a contractor or rental agency. When liftgate equipment is not available and Carrier personnel utilizes alternate means to move the freight from the vehicle to ground level, the liftgate charges named herein will apply. Services will only be rendered at locations that are safe and accessible to the vehicle.
  - A. Except as otherwise provided, when Carrier provides liftgate service, the charge will be \$13.18 per cwt., subject to a minimum charge of \$195.00 and a maximum charge of \$643.00.
  - B. When liftgate service is performed at points within the states of Alaska and Hawaii, the charges as found.

**Item 340: Limitation of Size and Weight**

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

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**Item 345: Limited Access - Pickup or Delivery**

1. When Carrier makes a pickup or delivery at a limited-access location, the following charges will apply:
    - A. \$216.00 per shipment.
  2. The term "limited-access location" includes but is not limited to the following:
    - A. Individual (mini) storage units.
    - B. Churches or places of worship.
    - C. Schools.
    - D. Commercial establishments not open to walk-in public during normal business hours.
    - E. Construction sites.
    - F. Fairs or carnivals.
    - G. Prisons, jails, correctional facilities.
    - H. Military base/installations.
    - I. Mine sites.
    - J. Sites requiring security inspections or assistance to enter loading or unloading area prior to pickup or delivery.
    - K. Wind farm sites.
    - L. Airports.
  3. In the case of delivery, such charge will include an initial notification to make delivery arrangements only if Carrier is provided the correct telephone number of Consignee.
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**Item 350: Lumper Fees**

(Applicable only when reference is made to this item)

1. A lumper service is a third-party service that provides loading and/or unloading services at Customer's or Consignee's facility.
  2. If FedEx Custom Critical is required by Customer or Consignee to utilize the services of a lumper service to complete pickup and/or delivery in an efficient and cost-effective manner, the fee will be \$2.98 cwt., subject to a minimum charge of \$57.00 per shipment.
  3. Lumper service fees accruing under this item shall be borne by the debtor of the freight bill.
  4. Charges found in Item 475, sorting and segregating, will not apply on shipments subject to this item.
- 

**Item 355: Mixed Shipments**

When commodities taking different rates are packaged together, charges will be assessed on the weight of the entire package at the highest rate or charge applicable to any commodity therein.

When commodities taking different rates are packaged separately in the same shipment, charges will be assessed by applying the applicable rate based on the weight of the entire shipment to the weight of each part of the shipment.

On shipments containing pieces subject to rates based on minimum weights, by applying the applicable rate per 100 pounds based on the weight of the entire shipment applicable to each part at its actual or dimensional weight, the minimum weight to be observed for the entire shipment will be the highest minimum weight being assessed at the lowest rate applicable to any part in the shipment.

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**Item 360: Notice and Disposition of Property**

In the event of the failure or inability of the consignee to take delivery of the shipment, carrier will return the shipment to shipper. If the shipper fails to accept delivery of the shipment thus returned, carrier may, upon 30 days written notice to the shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by carrier in excess of such transportation charges plus thirty percent (30%) will be paid to the shipper.

No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and the consignee shall remain liable, jointly and severally, for any deficiency.

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**Item 365: Notification Prior to Delivery**

APPDEL

1. When notification prior to delivery is requested, by any means whatsoever, the following charges will apply:
    - A. \$65.00 per shipment.
  2. This item will not apply on initial notification for shipments moving to a private residence or limited-access location.
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**Item 370: Order Notify Shipments**

Carrier will not accept shipments moving under Order Notify Bills of Lading.

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**Item 380: Packing and Marking Requirements**

Shipments must be so prepared or packed as to insure safe transportation with ordinary care in handling. Any articles susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels. Each piece must be legible and durably marked with the name and address of the shipper and consignee.

Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as high or low temperature, high or low atmospheric pressures, or sudden changes in either, must be adequately protected by proper packing and any other necessary measure.

Pieces with a floor bearing weight in excess of 100 pounds per square foot must be provided with a skid or base which will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base must be furnished by the shipper and included in the gross weight of the piece.

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**Item 390: Pickup or Delivery**

Rates include as to each shipment one pick-up at point of origin within a five digit zip code and one delivery at point of destination within a five-digit zip code.

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**Item 395: Pickup or Delivery Service - Residential**

1. When Carrier makes a pickup or delivery at a home or private residence, the following charges will apply:
    - A. \$229.00 per shipment.
    - B. Other applicable charges described in this tariff, including inside pickup or delivery.  
*Exception: In the case of delivery, charges will include an initial notification to make delivery arrangements only if Carrier is provided the correct telephone number of Consignee.*
  2. A residential pickup or delivery charge applies to shipments addressed from/to a home or private residence, including locations where a business is operated from a home, or to any shipment in which the shipper has designated the pickup/delivery address as a residence.
  3. Pickup and delivery service to residences will be made to the front door, back door, or inside the garage.
  4. Residential service does not include packing, unpacking, assembling, setup, or removal of debris. The charges provided in this item apply separately for pickup and separately for delivery and are in addition to inside pickup/delivery and all other lawful charges.
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**Item 400: Port Charges**

1. Rates and charges do not include tollage, wharfage, usage, loading, or unloading charges, or any other port terminal charges at piers, wharves, dockside terminals, or warehouses. Such charges will accrue and are due from Consignor/Consignee or Payor.
  2. Pickup or delivery service for any shipment at U.S. coastal ports or for international shipments at docks, piers, or ports will be subject to an additional charge of \$19.99 per cwt., subject to a minimum charge of \$92.00 and maximum charge of \$1,892.00 per shipment. Charges do not apply to shipments transported in ocean containers with running gear.
  3. Import/export shipments requiring Carrier to secure documentation prior to the pickup or delivery of the freight will be subject to an additional charge of \$285.00 per shipment.
  4. When Carrier, upon request to pick up an LTL shipment at a port location has dispatched a vehicle for such purpose and, due to no disability, fault, or negligence on the part of Carrier.
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**Item 405: Precedence of Rates**

**Shipper Named.** When rates or charges are published from or to a named plant or facility, or for the account of a named shipper, receiver or third party, those rates take precedence and do not alternate with other rates within the same tariff nor do they alternate with other tariffs of carrier.

**Weight/Loading Space.** When items contain rates based on both weight and loading space, the item containing the weight or space which produces the highest charge shall apply.

**Item 410: Proof of Delivery & Delivery Without Receipt**

POD

If there is no one present to sign the delivery receipt, the carrier shall complete delivery as previously instructed at the designated location and carrier's responsibility ceases upon delivery being made. If the customer desires a second delivery receipt, it will be provided for a fee of \$36.00 per receipt.

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**Item 420: Reconsignment or Diversion**

Shipments may be diverted or re-consigned upon instructions from shipper, consignee or owner and the applicable mileage rates, named herein in Item 540, from point of origin to point of re-consignment to point of re-consigned destination may apply. Charges for re-consignment will also apply in the amount of \$68.00, which charge is in addition to any other applicable charge set forth in this tariff.

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**Item 430: Redelivery**

When a shipment is consigned to business, warehouses and other generally recognized receiving locations, tendered for delivery and through no fault of carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be charged at the applicable General Commodity mileage rates in Item 540 from point of dispatch to point of redelivery, and an additional charge of \$100.00 will apply.

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**Item 440: Reference to Tariff Issues**

Where reference is made to a tariff, item, rule or note, such reference also will embrace amendments and supplements to or successive issues of such tariff, item, rule or note.

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**Item 460: Returned, Rejected and Damaged Shipment**

On shipments or portions thereof which are returned due to being undeliverable, rejected and/or damaged, carrier will return such shipments or portions thereof upon the request and direction of the shipper. Carrier will return such shipments or portions thereof upon request of shipper or owner to the original point of origin and charges will be assessed at the original rates, applicable from original point of origin to point of original destination, at actual weight, and the charges described in Item 540 may apply in addition to the charges described in this Item 460.

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**Item 465: Service Provided During Non-Business Time**

1. When Carrier is requested to perform services, such as, but not limited to, pickup or delivery service, during non-business hours and/or non-business days as defined in Item 110 herein, and Carrier agrees to perform the services, the following charges and provisions will apply:

- A. \$281.00 per person per hour or fraction thereof, subject to a minimum charge of \$569.00 per person for non-business hours and \$1,053.00 per person for non-business days.
- B. Charges will be computed from the time Carrier departs its service center until its return thereto.
- C. When Customer chooses to pick up a shipment or deliver a shipment at Carrier's service center on a non-business day or during non-business hours, a charge of \$281.00 per person per hour or fraction thereof, subject to a minimum charge of \$569.00 per person, will apply. Time will commence once Customer's vehicle is in place at Carrier's service center dock.

2. Carrier is not obligated to perform such services, even though they may be requested on the Bill of Lading.

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**Item 470: Shipments Not Acceptable**

The following shipments **will NOT** be accepted. If inadvertently accepted, carrier shall have no liability for loss, damage or delay for such shipments. In the event a court or other tribunal should determine carrier's lack of liability to be unreasonable under the circumstances surrounding the transportation, carrier's liability shall be limited as set forth in Item 150 herein.

**1. Alcoholic Beverages:**

Only licensed entities may ship alcohol of any type with FedEx. For more information, go to [fedex.com/en-us/shipping/alcohol.html](http://fedex.com/en-us/shipping/alcohol.html). Consumers may not ship alcohol.

A. Licensee to licensee. FedEx will accept alcohol shipments (beer, wine, and spirits) when both Shipper and recipient are either licensed wholesalers, licensed dealers, licensed distributors, licensed manufacturers, or licensed importers, subject to additional requirements and all applicable laws and regulations. Licensee should contact FedEx account executive for complete details.

B. Licensee to consumer. Shipments of beer, wine, or spirits to consumers are prohibited.

**2. Firearms:**

A. Only customers holding a Federal Firearms License (FFL) and federal, state, or local government agencies may ship firearms with FedEx. Customers holding an FFL must enter into an approved FedEx Firearms Shipping Compliance Agreement before shipping any firearms with FedEx. For more information, contact your FedEx account executive. *Continued on next page.*

**Item 470: Shipments Not Acceptable (continued)**

B. On behalf of customers holding an FFL who enter into an approved FedEx Firearms Shipping Compliance Agreement and federal, state, or local government agencies, Carrier will transport and deliver firearms, antique firearms, and replica firearms, all as defined by the United States Gun Control Act of 1968, as well as muzzleloaders and black powder firearms (collectively “firearms”).

C. Carrier will transport small-arms ammunition when packed and labeled in compliance with local, state, and federal law, and the Hazardous Materials

section of the FedEx Service Guide. Ammunition is an explosive and must be shipped separately as hazardous materials or limited quantities. Shipper agrees not to ship loaded firearms or firearms with ammunition in the same package or on the same pallet.

**3. Hazardous Materials:**

A. All shipments containing hazardous materials must be properly classified, described, packaged, marked, labeled, and in proper condition for transportation according to applicable regulations and requirements. For hazardous material shipments requiring an emergency response telephone number, Carrier accepts only valid U.S., Canada, or Mexico telephone numbers. Carrier accepts only certain hazardous materials as listed in the current copy of the Shipping Hazardous Materials Guide, which is incorporated herein by reference. Carrier does not accept for transportation hazardous waste and biohazards such as blood, urine, fluids, and other non-infectious diagnostic specimens. All items classified as hazardous materials are prohibited on shipments to, from, and within Mexico regardless of quantity.

Shipper is prohibited from tendering the following items for shipment, and they will not be accepted:

1. Explosives, Canada – Import from U.S. – (Division 1.1, 1.2, 1.3, 1.5).
2. Explosives, Domestic – (Division 1.1, 1.2, 1.3, 1.5).
3. Explosives, Mexico – (All classes and divisions).
4. More than 100 pounds of NA3178, Smokeless Powder for small arms on any transport vehicle.
5. More than 100 pounds of NA0027, Black Powder for small arms on any transport vehicle.
6. All Nitrocellulose, with the exception of UN3270, Nitrocellulose, membrane filter, 4.1.
7. Poisonous/Infectious Substances:
  - Infectious substances Division 6.2
  - Poison materials (with inhalation toxicity) Zone A
  - Poison materials (with inhalation toxicity) Zone B bulk container (over 119 gallons for liquids and greater than 1,000-pound water capacity for gases)
8. Radioactive materials requiring hazardous materials shipping papers.

B. All items classified as hazardous materials on shipments to, from, and within offshore markets as listed in Item 103 (see paragraph 8 herein).

**4. Prohibited Items:**

Shipper is prohibited from tendering the following items for shipment except for antique furniture described in NMFC Items 100240 or 100250, or pictures or paintings described in Items 100240, 100250, or 56165; the following property will not be accepted for shipment nor as premiums accompanying other articles:

A. Firearms not specifically listed in the Firearms section herein, including, but not limited to:

1. Bump fire stocks and other rapid-fire trigger activators.
2. Ghost guns and other firearms, frames, or receivers not containing a serial number, including, but not limited to, items that are designed to or may readily be completed, assembled, restored, or otherwise converted to function as a frame or receiver, as defined in 27 CFR 478.12.
3. Any firearm or other weapon manufactured using a 3D printing machine.
4. 3D printing machines designed or that function exclusively to manufacture firearms.

B. Tobacco and all tobacco products, including but not limited to, cigarettes, cigars, loose tobacco, smokeless tobacco, hookah, or shisha.

C. Electronic cigarettes and their component parts, any other similar device that relies on vaporization or aerosolization, and any noncombustible liquid or gel, regardless of the presence of nicotine, that can be used with any such device (Effective March 1, 2021).

D. Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use and cannabidiol (“CBD”); any product that contains any amount of tetrahydrocannabinols (“THC”), except as set out in 21 CFR 1308.35; and synthetic cannabinoids.

E. Hemp plants, hemp leaves, hemp oil, hemp seed oil, and CBD derived from hemp.

F. Money, cash, bank bills, coins, currency, paper money, and negotiable instruments equivalent to cash, such as endorsed stocks, bonds, drafts, and cash letters.

G. Collectible coins and stamps.

H. Postage stamps.

I. All live animals and live poultry.

J. Live insects.

*Continued on next page.*

**Item 470: Shipments Not Acceptable (continued)**

- K. Animal carcasses. (Taxidermy, animal heads, and other parts for taxidermy may be accepted but must be properly packaged; however, they will not be accepted for any Intra-Canada or cross-border shipments.)
- L. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
- M. Shipments or commodities that are prohibited by applicable local, state, or federal law, or require us to obtain a local, state, or federal license for their transportation.
- N. Shipments that may cause damage or delay to equipment, personnel or other shipments.
- O. Lottery tickets and gambling devices where prohibited by local, state, federal, provincial, or national law.
- P. Hazardous waste, including, but not limited to, used hypodermic needles or syringes, or other medical waste.
- Q. Packages that are wet or leaking.
- R. Pornographic and/or obscene material which is prohibited by law.
- S. Biological products.
- T. Etiologic agents.
- U. Deeds.
- V. Household waste, industrial garbage.
- W. Letters, with or without stamps, unless Consignor/Consignee is U.S.P.S.
- X. Liquids, in bulk, requiring special tank truck equipment.
- Y. All nitrocellulose, with the exception of UN3270, Nitrocellulose, membrane filter, 4.1.
- Z. Notes.
- AA. Revenue or tax stamps.
- BB. Valuable papers of any kind.
- CC. Tires that can be defined as used, defective, scrap, salvage, waste, or are otherwise other than new. Aircraft tires are expressly exempt from this prohibition and are not considered as restricted articles.
- DD. Any food (including beverages) not completely enclosed by a container as defined by the Food and Drug Administration and/or food (including beverages) requiring temperature or other environmental control for the purposes of food safety. Any food shipment requiring temperature or other environmental control for the purposes of food quality is also prohibited unless packaged by Customer so as to ensure that the food shipment remains within the appropriate temperature range at all times during transit.
- FF. Carbon black or fine powder particles demonstrating similar characteristics to carbon black.
- GG. Fresh foods: including milk, cream, vegetables, fruits, and meat.
- HH. Envelopes or wrappers, government stamped, in shipments weighing 30,000 pounds or more.
- II. Articles of extraordinary value (extraordinary value is defined as items valued in excess of \$50 per pound per package).
- JJ. Vehicles, motorized/self-propelled – Canada import from U.S.
- KK. Artwork, including any work created or developed by the application of skill, taste, or creative talent for sale, display, or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture, and collector's items.
- LL. Film (including moving picture films), photographic images (including photographic negatives), photographic chromes, and photographic slides.
- MM. Any commodity that by its inherent nature is particularly susceptible to damage or the market value of which is particularly variable or difficult to ascertain.
- NN. Antiques or any commodity that exhibits the style or fashion of a past era and whose history, age, or rarity contributes to its value. These items include, but are not limited to, furniture, tableware, glassware.
- OO. Museum exhibits.
- PP. Collector's items such as sports cards, souvenirs, and memorabilia. (Collector's coins and stamps may not be shipped.)
- QQ. Jewelry, including, but not limited to, mounted gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal.
- RR. Furs and fur pelts.
- SS. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates, or platinum (except as an integral part of electronic machinery).
- TT. Stocks, bonds, cash letters, or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons and bearer bonds.
- UU. Any commodity described in the National Motor Freight Classification (NMFC) as Class "0." In those cases where Carrier inadvertently picks up such commodities, Carrier will apply rates equal to Class 300 to the shipment.
- VV. Any substance that has not been approved for a medical use by the U.S. Food and Drug Administration and also has been listed as a Drug or Chemical of Concern by the U.S. Drug Enforcement Administration, including, but not limited to, kratom and *Salvia divinorum*.

**Item 475: Sorting, Segregating, Reconstructing****SEG**

1. When Consignor/Consignee requests or when the product terms of sale requires a shipment be sorted or segregated according to size, brand, flavor, or other distinguishing characteristics, and placed on Consignee's dock, pallet, or similar device, or if Consignor/Consignee requests the shipment to be reconstructed, and Carrier is able to provide suitable labor to perform the service, the following charges will apply:

A. \$4.88 per cwt. or \$1.85 per piece, whichever produces the higher charge, subject to a minimum charge of \$196.00, which shall be billed to the debtor of the shipment.

2. This item will not apply when Consignor tenders shipment in a sorted or segregated manner and so notates on the Bill of Lading, unless Consignee requests additional sorting and segregating.

3. Notwithstanding any provision to the contrary that may be contained herein, when the shipment is requested to be sorted or segregated but Consignor fails to tender the shipment in that manner, FedEx Custom Critical. shall have the right, but not the obligation, to bill the charges to Consignor and such charges shall then be borne by Consignor.

**Item 480: Special Permits or Fees**

Any fees paid to any Federal, State or Municipal Government or any subdivision thereof for special permits as may be required in connection with such movement will be added at cost plus 30% of such cost.

**Item 490: Special Services Requirement**

(a) Carrier shall not be responsible to provide special handling, equipment, valuation, accessories or other requirements if not specifically requested to do so prior to tendering shipment.

(b) All such requests for special handling, equipment, valuation, accessories or other requirements must be included with instructions when a request for service is made and must also be noted on the shipping order and bill of lading.

(c) If Shipper fails to make these requests for special services, as described above, and carrier thereafter determines that such designated handling will better protect Shipper's goods. Carrier reserves the right to refuse such shipment and the charges in "Vehicles Furnished But Not Used" in this Agreement will apply. In addition, Shipper may request such special handling equipment, valuation, accessories or other requirements at that time, wherein the rates in this Agreement will apply on the additional vehicles and services in addition to the charges noted in "Vehicles Furnished But Not Used" in this Agreement for the original request of equipment.

(d) If carrier, in good faith, accepts the shipment as tendered, wherein special services should have been, but were not requested, and loss or damage occurs while shipment is in carrier's possession. Carrier shall not be liable for any loss or damage caused by the lack of special services.

**Item 505: Stop-off in Transit for Partial Loading or Unloading**

Shipments may be stopped in transit for the purpose of partial loading and/or unloading for an additional charge of \$75.00 per stop, not including the initial pickup stop and final delivery stop.

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.

**Item 510: Storage**

1. When, through no fault of Carrier, freight is held in Carrier's possession by reason or act or omission of Consignor/Consignee or Owner, or for custom clearance or inspection, such freight will be considered stored and the following charges per shipment will apply:

A. When freight is held by Carrier:

1. \$5.69 per cwt. per each 24 hours, subject to the following minimum and maximum charges:

a. Minimum charge, LTL, \$56.00 per shipment per each 24 hours, but not less than \$198.00 per shipment.

b. Minimum charge, TL, Volume, Exclusive Use or Capacity Load, \$396.00 per shipment.

c. Maximum charge, LTL and/or TL, or per trailer if more than one trailer or if a vehicle is used:

1. \$396.00 for the first 24 hours or fraction thereof.

2. \$530.00 for the second 24 hours or fraction thereof.

3. \$795.00 for the third and each succeeding 24 hours or fraction thereof.

*Continued on next page.*

**Item 510: Storage (continued)**

B. When freight is placed in a public warehouse:

1. \$7.94 per cwt. per each 24 hours, subject to the following minimum and maximum charges:
  - a. Minimum charge, LTL and/or TL, \$198.00.
  - b. Maximum charge, LTL and/or TL, or per pup or a vehicle if more than one trailer is used, \$2,251.00.
2. Storage charges will begin accruing at 12:01 a.m. the first business day following arrival notice to Consignor/Consignee, except no charges will apply on deliveries if actual tender of delivery is made within 24 hours after such notice of arrival has been given, nor on day of actual delivery. Storage charges will only be applicable on the actual number of business days such shipment is stored.
3. When a shipment is placed on hand, storage charges begin the next business day after Notice of Refused or On Hand Freight has been sent.
4. Duty to Mitigate Damaged Freight: When Consignee refuses to accept a damaged item which can be repaired or mitigated at a reasonable cost and in the event Carrier is compelled to sell the item at auction or salvage, Carrier's legal liability, if any, is for the amount realized from such sale, less Carrier's expenses.
5. When a shipment is on hand and disposition has not been received or proper mitigation has not been performed by the specified date shown on the issued notice, freight will be sold at public auction.

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**Item 520: Temperature Control Readings****DOC**

Drivers will maintain temperature logs on each refrigerated unit. Drivers will observe temperature readings and will document temperatures in the logs. A copy will be provided to customer, at customer's request, for an additional charge of \$35.00 per bill of lading.

For all refrigerated equipment, the temperature control will be set at a temperature (i.e. set point) mutually agreed upon by carrier and the customer. Carrier will take all reasonable precautions to ensure that the temperature is maintained within plus or minus five degrees Celsius (i.e. temperature range) of the set point, but will not be liable for temperature excursions outside of the temperature range caused by (1) normal defrost cycles; (2) opening and closing of truck or trailer doors for loading or unloading; (3) mechanical failure of refrigerated units not controlled by carrier through normal preventive maintenance procedures.

Where shipper requests temperature-controlled transportation and carrier agrees to provide such transportation, shipments are subject to up to two (2) hour exposure to ambient temperatures during staging and at cross docking and meet and turns.

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**Item 530: Vehicle Furnished but Not Used**

Vehicles which have already been dispatched on pick-up or delivery orders which are canceled after the driver is dispatched will be charged at the rate applicable to round trip service based on the type of equipment ordered for the mileage from the point of dispatch to point of pick-up or delivery and return to point of dispatch, subject to a minimum charge of \$250.

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**Item 535: Weight Validation (Reweigh)**

A. If the weight on the Bill of Lading is incomplete or believed to be incorrect, carrier or carrier's agent will take action necessary to determine the correct information.

B. When the information is found to be incorrect, carrier freight bill will be corrected and freight charges assessed according to the proper descriptions and weights, as determined by carrier's legal for trade scale, or a public certified scale. Verification record may include individual shipment weight, or reweigh certificate, or other shipment record. Carrier will make a copy of the written or electronic weight verification available to Shipper or Consignee upon request.

C. In the event carrier reweighs the shipment and the difference in weight is less than 25 pounds greater than the weight on the Bill of Lading, no reweigh fee applies and no changes in linehaul charges will occur.

D. In the event carrier validates the weight of the shipment and the difference in weight is an increase of 25 pounds or greater than the weight on the Bill of Lading, a validation fee of \$38.00 applies, plus all applicable freight, fuel surcharge, and optional and additional service fees and charges will be modified accordingly.

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**Item 540: General Commodity Rates**

*Rates in Dollars Per One-Way Mile Except as Noted.*

GENERAL COMMODITIES (Except Classes A and B explosives)

**Column D** – Applies on shipments weighing each 13,000 pounds or less and are transported in a straight truck exceeding 12 feet or vehicle of similar capacity.

**Column E** – Applies on shipments, which are transported with a tractor and tandem axle trailer.

MILEAGE COLUMNS (Rates Per One-Way Mile, Except as Noted)

(Miles Inclusive)	<u>D</u>	<u>E</u>
Minimum Charge	\$400.00	\$500.00
1-99	\$4.19	\$5.32
100-199	\$3.79	\$4.95
200-299	\$3.47	\$4.43
300-399	\$3.18	\$3.96
400 and Over	\$3.01	\$3.71

**Item 1000: Application of Rates**

Except as otherwise provided in any signed agreement between carrier and shipper applicable to a shipment, the rules and regulations set forth in this tariff shall apply to and govern the application of rates set forth herein. Carrier shall charge shipper and shipper shall pay carrier for transportation services in accordance with the rates and charges set forth herein, absent any conflicting written agreement between carrier and shipper. The rules, regulations and rates set forth herein are limited in their application to interstate or foreign commerce to the extent of carrier's operating authority.