



**RULES TARIFF
FOR CALIFORNIA PORT DRAYAGE
SERVICES**

**November 1, 2014
Updated
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Rules Tariff for California Port Drayage Services

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INTRODUCTION

Application of Tariff; Conflicts with Agreements:

This Rules Tariff applies to all shipments tendered to XPO Logistics Port Services, LLC (formerly known as Intermodal Container Service, Inc. d/b/a Harbor Rail Transport) ("XPO") for transportation. In the event of any direct inconsistency between the terms and conditions set forth in this Tariff and in a written agreement signed by an authorized representative of XPO, the terms and conditions in the written agreement will prevail. If the terms of the written agreement and the terms of this Tariff are not inconsistent (for instance, the written agreement does not address an issue addressed by the provisions of this Tariff), the terms of this Tariff shall apply in addition to the terms in the written agreement. XPO is an affiliated corporation of XPO Distribution Services, Inc. (formerly known as Pacer Distribution Services, Inc.) ("XPO Distribution"), a provider of warehouse, transload and related services primarily in Southern California. Warehouse, transloading or other services provided by XPO Distribution are generally provided under standard warehouse agreements and are not covered by this Rules Tariff.

Changes to this Tariff:

This Tariff may be changed from time to time without notice, although XPO will generally endeavor to provide 15 days prior notice of any change. Customers are advised that the terms, conditions, limitations and charges set forth in this Tariff in effect on the shipment tender date shall apply. The current version of this Tariff may be obtained from our website at www.xpo.com or by calling 1-855-744-7976.

Terminology:

As used in this Tariff, "Customer" refers to the person or entity contracting to engage XPO's services with respect to a shipment as well as any other person or entity having an interest in the cargo, including the consignee, consignor, ocean carrier, any third party logistics provider and the beneficial owner. "Detention" refers to the charges assessed for the period of time that a driver or power unit is waiting. A "delivery order" or a work order refers to the transportation instructions from Customer to XPO requesting pick up of the shipment from the consignor, harbor, rail ramp, a distribution facility (including the warehouses operated by XPO Distribution) or other origin or delivery of the shipment to the consignee, harbor, rail ramp, a distribution facility (including the warehouses operated by XPO Distribution) or other destination. "Storage charges" (sometimes referred to as demurrage) refers to the daily charges assessed by rail terminal, container yard and other facility operators for storage of container or trailers at their facilities. "Per diem equipment charges" refer to the daily use charges assessed by providers of chassis, containers and trailers for use and possession of such equipment. A prenotification, also known as a "prenote," refers to the shipping instructions from Customer to XPO requesting pick up of the shipment from the consignor or delivery of the shipment to the consignee in connection with a rail intermodal move. "Storage charges" (sometimes referred to as demurrage) refers to the daily charges assessed by rail terminal, container yard and other facility operators for storage of containers or trailers at their facilities. "UFC" refers to the Uniform Freight Classification.

EFFECTIVE DATE

July 1 2018. This Rules Tariff supersedes all prior tariffs issued previously by XPO Cartage, Inc.

LINE-HAUL RATES AND PAYMENT

Application of Rates:

XPO generally quotes rates for harbor-related, ramp-related and other moves on a round-trip basis based on transportation between and within pre-set zones. Charges for miscellaneous services, often called accessorials, are not included in XPO's line-haul rates. All additional charges are the responsibility of Customer paying the line-haul charges. Any exceptions must be confirmed prior to shipping.

Payment Terms:

All invoices are due and payable within seven (7) days. A finance and collection charge of 2% per month will be added to any invoices not paid within thirty (30) days. **THE REDUCTION OR OFFSET OF**

AMOUNTS DUE TO XPO FOR CARGO CLAIMS, *PER DIEM* EQUIPMENT, STORAGE OR OTHER CHARGES, INVOICE DISPUTES OR ANY OTHER AMOUNT ALLEGED TO BE DUE FROM XPO IS NOT PERMITTED UNLESS AUTHORIZED IN WRITING BY XPO BEFORE SUCH OFFSET OR REDUCTION IS MADE.

Fuel Surcharge:

XPO’s line-haul rates are subject to a fuel surcharge. DOE fuel index will be the California index published by the DOE. Fuel surcharge is charged as a percentage of the linehaul rate for the shipment.

DOE Fuel Index \$/gallon	Fuel Surcharge	DOE Fuel Index \$/gallon	Fuel Surcharge	DOE Fuel Index \$/gallon	Fuel Surcharge
\$0.000 - \$1.059	0.00%	\$2.380 - \$2.419	17.50%	\$3.740 - \$3.779	34.50%
\$1.060 - \$1.099	1.00%	\$2.420 - \$2.459	18.00%	\$3.780 - \$3.819	35.00%
\$1.100 - \$1.139	1.50%	\$2.460 - \$2.499	18.50%	\$3.820 - \$3.859	35.50%
\$1.140 - \$1.179	2.00%	\$2.500 - \$2.539	19.00%	\$3.860 - \$3.899	36.00%
\$1.180 - \$1.219	2.50%	\$2.540 - \$2.579	19.50%	\$3.900 - \$3.939	36.50%
\$1.220 - \$1.259	3.00%	\$2.580 - \$2.619	20.00%	\$3.940 - \$3.979	37.00%
\$1.260 - \$1.299	3.50%	\$2.620 - \$2.659	20.50%	\$3.980 - \$4.019	37.50%
\$1.300 - \$1.339	4.00%	\$2.660 - \$2.699	21.00%	\$4.020 - \$4.059	38.00%
\$1.340 - \$1.379	4.50%	\$2.700 - \$2.739	21.50%	\$4.060 - \$4.099	38.50%
\$1.380 - \$1.419	5.00%	\$2.740 - \$2.779	22.00%	\$4.100 - \$4.139	39.00%
\$1.420 - \$1.459	5.50%	\$2.780 - \$2.819	22.50%	\$4.140 - \$4.179	39.50%
\$1.460 - \$1.499	6.00%	\$2.820 - \$2.859	23.00%	\$4.180 - \$4.219	40.00%
\$1.500 - \$1.539	6.50%	\$2.860 - \$2.899	23.50%	\$4.220 - \$4.259	40.50%
\$1.540 - \$1.579	7.00%	\$2.900 - \$2.939	24.00%	\$4.260 - \$4.299	41.00%
\$1.580 - \$1.619	7.50%	\$2.940 - \$2.979	24.50%	\$4.300 - \$4.339	41.50%
\$1.620 - \$1.659	8.00%	\$2.980 - \$3.019	25.00%	\$4.340 - \$4.379	42.00%
\$1.660 - \$1.699	8.50%	\$3.020 - \$3.059	25.50%	\$4.380 - \$4.419	42.50%
\$1.700 - \$1.739	9.00%	\$3.060 - \$3.099	26.00%	\$4.420 - \$4.459	43.00%
\$1.740 - \$1.779	9.50%	\$3.100 - \$3.139	26.50%	\$4.460 - \$4.499	43.50%
\$1.780 - \$1.819	10.00%	\$3.140 - \$3.179	27.00%	\$4.500 - \$4.539	44.00%
\$1.820 - \$1.859	10.50%	\$3.180 - \$3.219	27.50%	\$4.540 - \$4.579	44.50%
\$1.860 - \$1.899	11.00%	\$3.220 - \$3.259	28.00%	\$4.580 - \$4.619	45.00%
\$1.900 - \$1.939	11.50%	\$3.260 - \$3.299	28.50%	\$4.620 - \$4.659	45.50%
\$1.940 - \$1.979	12.00%	\$3.300 - \$3.339	29.00%	\$4.660 - \$4.699	46.00%
\$1.980 - \$2.019	12.50%	\$3.340 - \$3.379	29.50%	\$4.700 - \$4.739	46.50%
\$2.020 - \$2.059	13.00%	\$3.380 - \$3.419	30.00%	\$4.740 - \$4.779	47.00%
\$2.060 - \$2.099	13.50%	\$3.420 - \$3.459	30.50%	\$4.780 - \$4.819	47.50%
\$2.100 - \$2.139	14.00%	\$3.460 - \$3.499	31.00%	\$4.820 - \$4.859	48.00%
\$2.140 - \$2.179	14.50%	\$3.500 - \$3.539	31.50%	\$4.860 - \$4.899	48.50%
\$2.180 - \$2.219	15.00%	\$3.540 - \$3.579	32.00%	\$4.900 - \$4.939	49.00%
\$2.220 - \$2.259	15.50%	\$3.580 - \$3.619	32.50%	\$4.940 - \$4.979	49.50%
\$2.260 - \$2.299	16.00%	\$3.620 - \$3.659	33.00%	\$4.980 - \$5.019	50.00%
\$2.300 - \$2.339	16.50%	\$3.660 - \$3.699	33.50%	\$5.020 - \$5.059	50.50%
\$2.340 - \$2.379	17.00%	\$3.700 - \$3.739	34.00%	\$5.060 - \$5.099	51.00%

Percent Surcharge will increase in 0.5% increments for every \$.004 increase in the DOE index should it exceed the table above.

Special Rate Quotations:

A special XPO Quotation ("SPQ") is required to evidence any special line-haul rates that XPO may issue due to volume, special services, special equipment or origins or destinations not covered by existing rates. If a SPQ is needed, please contact XPO at 1-800-995-6008 or at portpricing@xpo.com. If a SPQ applies to a shipment, the SPQ number must be stated on the prenote or delivery order.

Overcharges and Undercharges:

Customer should promptly notify XPO of any invoice disputes. Under federal law, if XPO alleges undercharges or Customer alleges overcharges, duplicate payment, overcollection or other invoice disputes, XPO and Customer each must give notice of such claims or unidentified payments within 180 days of receipt of the invoice or payment declination and must file a civil action or arbitration proceeding within eighteen (18) months of delivery or tender of delivery of the shipments involved. The processing, investigation and disposition of overcharge, unidentified payment, duplicate payment, or overcollection claims shall be governed by federal regulations 49 C.F.R. Part 378 (or any successor regulation).

Mileage:

All mileage will be calculated using PC Miler, practical route, current version in effect at the time of shipment.

XPO's Responsibility for Per Diem/Storage Charges:

XPO requires free time of at least the day of notification and two business days before it will accept any responsibility for *per diem* charges. The day of notification means the day that XPO is notified of the grounding/availability of the Equipment at the rail terminal or receives confirmation of availability of the Equipment for pickup at shipper/consignee pool locations, except that if XPO receives notification after 12:00 pm, local time, on a Friday, the day of notification shall be the next business day (not any intervening Saturday, Sunday or Holiday).

XPO requires an invoice with backup documentation from the equipment provider as a prerequisite to paying any *per diem* charges to the Customer. In light of the time and expense required to investigate the circumstances and the difficulty of verifying stale documentation, XPO will not accept *per diem* equipment invoices more than 30 days after the termination of the per diem charges upon return of the equipment to the terminal or pool location or interchange to another carrier. Upon receipt of an invoice for *per diem* or storage charges and backup documentation, XPO will review the per diem invoice and will notify the Customer if it disputes the invoice within 30 days of such receipt. If XPO does not receive a response to a dispute from the Customer within 30 days, it will be presumed that the dispute has been accepted and the invoice has been voided. XPO will pay any undisputed invoices for equipment *per diem* or storage charges for which it is responsible under this Section within 45 days of receipt.

SHIPPING INSTRUCTIONS**Prenote or Delivery Order:**

All prenotes must state the line-haul rate to be considered valid. Customer must submit the prenote or delivery or work order no later than 3:00 pm, local time, the day before the shipment is expected to be picked up or delivered. XPO's liability for loss or damage to the shipment will not begin until the shipment is in XPO's actual possession (as evidenced by a signed bill of lading or interchange receipt). Any accessorial services requested (such as driver load, unload, count, stop-offs) and any pre-approved miscellaneous charges should be stated on the prenote or delivery or work order. Prenotes or delivery or work orders may be provided to XPO by e-mail, facsimile, electronic data interchange or other mutually agreed-upon means.

Additional Data in Prenote or Delivery or Work Order:

The prenote or delivery or work order should also include the following information: (1) Name of Customer; (2) Telephone number of Customer's office providing the shipping instructions; (3) any SPQ

number applicable to the shipment; (4) STCC number of the commodity; (5) Commodity description; (6) Container identification number (e.g., PACU 480001), including any equipment substitution number, if applicable; (7) Container length and height; (8) Shipment weight in pounds; (9) Service required (i.e., ramp to consignee, consignor to ramp, pier to ramp, ramp to pier); (10) Shipment origin and contact numbers; (11) Shipment destination and contact numbers; (12) Any special routing or handling instructions (such as reefer temperature, fumigation, stop-off locations); and (13) Overdimensional size (if applicable).

Commodity Descriptions:

With heightened focus on transportation security, Customers must provide more detailed and accurate descriptions of commodities. Descriptions such as "FAK (Freight All Kinds)," "SLAC (Shippers Load and Count)," chemicals, household goods, sporting goods and consolidated cargo are no longer acceptable. Those descriptions are too vague and do not specifically describe a commodity. Customer should avoid use of vague catchall phrases and industry jargon. An example of an improved description may be "golf clubs" and "golf balls" instead of "sporting goods"; or "television sets" instead of "electronics." Failing to provide accurate and detailed descriptions may result in transportation delays, additional accessorial and related costs and other adverse consequences.

COMMODITY RESTRICTIONS AND REQUIREMENTS**Hazardous Materials:**

Any container or trailer loaded with materials deemed to be hazardous requires the services of a driver with special hazardous materials endorsements. Customer must comply with applicable federal regulations, including 49 CFR Parts 100 to 185, when tendering hazardous materials. Among other requirements, Customer must provide a legible bill of lading with proper hazardous materials information, including the shippers' certificate containing all required information such as the emergency response number and information, and must affix any required placards before or at the time that the shipment is tendered to XPO for transportation. The additional charge for handling containers/trailers containing hazardous materials is set forth below in the accessorial table.

Failure to disclose the presence of hazardous materials or to comply with these requirements will relieve XPO of any liability for loss or damage directly or indirectly caused to or by the hazardous materials. Any hazardous materials found to have been misdeclared may be warehoused at Customer's risk and expense or destroyed without compensation. In addition to all other charges that may apply to that shipment and without limiting other remedies available to it, XPO may assess an administrative charge, as liquidated damages not as a penalty, of (a) \$2,000 for any shipment of hazardous materials that is not declared as containing hazardous materials or (b) \$500 if declared as containing hazardous materials but not shipped, placarded and documented as required by applicable regulations.

Restricted and Prohibited Commodities

The rail transportation providers and ocean carriers prohibit and restrict the transportation of certain commodities through their rail or vessel networks. XPO generally does not accept shipments containing commodities prohibited by the rail transportation providers or ocean carriers and requires a SPQ for any restricted commodities restricted by the rail transportation providers or ocean carriers. Commodities requiring warehousing in food-grade warehouses should not be tendered to XPO for transportation and subsequent warehousing by XPO Distribution unless Customer has made special arrangements with XPO. In addition to commodities restricted or prohibited by the rail transportation providers, XPO does not accept shipments containing the following commodities (and its rates cannot be used for such commodities) and Customer agrees not to tender any of the following commodities for transportation by XPO: (1) animals, fish, or fowl, trophies, stuffed or mounted or research cadavers; (2) asbestos products as described in item 6400 of UFC; (3) asbestos insulation as described in items 53170, 53210, and 53350 of UFC; (4) -asbestos, crude as described in item 6450 of UFC; (5) asbestos, scrap as described in item 6600 of UFC; (6) blown aluminum scrap pieces; (7) carbon black; (8) cigar, cigarettes, snuff and

manufactured tobacco products; (8) coal or coke; (9) explosives as described in Classes A and B in Tariff BOE 6000 Series; (10) green, green salted, pickled or dry hides, pelts or skins (not dressed or tanned only); (11) hazardous waste; (12) iron oxide slurry residue for extraction of iron; (12) lime sludge or waste; (13) liquid corrosive materials, in excess of 25% of total weight; (14) livestock; (15) metal coils (unless the coils range from 1/8 inch to 1.0 inch in width and are reeled in a package, packaged in cardboard or paper with each reel not weighing more than 250 pounds); (16) missiles, rockets, guided; guidance systems or electronic guidance control apparatus; or mobile missile guidance control systems, missile or launching apparatus and related equipment; (17) motor vehicles, freight or passenger, or combination of freight and passenger; (18) radioactive materials (as described in Item UFC 6000-A); (19) sodium compounds (as covered by STCC 28-123 of STCC Tariff 6001-K); (20) scrap engine parts; and (21) steamrollers or other heavy road equipment.

MISCELLANEOUS AND ACCESSORIAL CHARGES

<p>Driver/Power Unit Free Time</p>	<p>Customer Facilities: Live load/unload, 1 hour free; drop location, 30 minutes free. Free time begins when container/trailer is available for loading or unloading and ends when the container/trailer is released after loading or unloading. If appointment is first-come, first-served, free time begins when the trailer/container arrives at customer’s facility, or when the facility opens for business, whichever is later.</p> <p>Rail or marine terminals/yards, and Customs Facilities: 30 minutes free. For marine pick-ups/deliveries, free time begins when the power unit arrives at the harbor terminal and ends when the power unit exits the harbor terminal.</p>
<p>Driver/Power Unit Detention</p>	<p>\$100 per hour No minimum. Billed in 15 minute increments</p>
<p>Driver Assist and/or Count</p>	<p>\$80 per hour No free time and no minimum.</p>
<p>Lumper</p>	<p>\$50 plus Lumper cost - If Customer requires loading or unloading services other than at XPO Distribution warehouse facilities, Customer should request such services on the delivery or work order or otherwise provide advance notice to XPO.</p>
<p>Out-of-Route</p>	<p>\$1.75 per mile plus fuel surcharge</p>
<p>Stop Offs – Multiple Stops per (1) customer order</p>	<p>1st stop: \$100 2nd stop: \$125 3rd stop: \$150 + out of route miles Customer, not XPO, is responsible for packaging, loading, blocking and bracing each partial load within the trailer so that safe transit can be achieved to the next stop. At the next stop, it is Customer’s responsibility to cause the next party to load or unload the correct portion of the shipment and for blocking and bracing the remainder of the shipment so that it can be safely transported to the next unloading point.</p>
<p>Dry Run</p>	<p>\$1.75 per mile, \$75.00 minimum in most other markets. Applies if shipment is cancelled or unavailable after dispatch of the power unit or after dropping of empty equipment for loading which is not used by Customer.</p>

Off Peak or Night Gate Pick Up:	\$40 per container Applies when XPO is requested to pick up containers during off peak or night gates which normally extend from Monday through Thursday 6:00 pm to 3:00 am and Saturday from 8:00 am to 4:00 pm
Bob Tail	\$1.50 per mile \$75.00 minimum Applies if unloaded power unit travels to another location to be available to move a shipment
Scale	\$50 per weigh (\$100 for weighing both light and heavy weights of a trailer) + out of route miles
Rate Differential:	Difference between the charges paid by the steamship line and the charges due from Customer Applies when Customer instructs XPO to invoice the steamship line for transportation services (i.e., a store door move) and there is a difference between the linehaul and other charges paid by the steamship line and the agreed rates and charges between the Customer and XPO
Port of Los Angeles or Long Beach Clean Truck Shipments	\$50 per loaded FEU or TEU handled with a tractor meeting 2007 emissions standards that is exempt from the Port of Los Angeles and the Port of Long Beach fee of \$70 per loaded shipment
Split Container/Chassis Fee	\$100.00 per container or chassis Applies when pick up or termination of chassis/container to a location other than the shipment delivery location is required
Customs Inspections	\$100.00 for stop at authorized CES location
Yard Storage at XPO Terminal	\$25 per day per loaded trailer (1st chargeable date - day after drop date.)
Rail, CY or other Third Party Yard Storage	Actual cost assessed by storage facility plus 2% administrative fee
Yard Pull to Storage Facility	\$1.75 per mile \$100.00 minimum.
Redelivery/ Reconsignment	1st stop rate \$100 + any out of route miles.
Flips	\$75.00 plus terminal operator charges at actual cost and applicable driver detention
Haz. Mat.	\$150 + any out of route miles. Also applies to shipments requiring tanker endorsed driver
Shipments Requiring Protection from Heat or Cold; Refrigerated Equipment	\$150 + \$35 per night Need for temperature protection should be noted in advance. XPO is not liable for any loss, damage or destruction to cargo requiring protection from heat or cold caused by failure of the temperature controlled equipment or protective services or for any maintenance, inspection, refueling, or other protective services involving such equipment. XPO's facility cannot store refrigerated or other specialized equipment.
Overweight Permit / Liquor Fee	Cost per permit + \$25.00
Overweight Fines	Cost of fine + \$100.00 administrative fee + any other associated cost

Dunnage Removal/Cleaning	\$75 minimum for general sweep out and dunnage removal Additional fees may be assessed for other services, such as washouts, disposal, steam cleaning, reefer services and dunnage transportation to another location.
Layover	\$200 per night plus other applicable charges
Tarping	\$100 per shipment requiring placement of a tarp on and off the shipment
Shipment Cancellation	\$50 for shipment cancellation with less than 24 hours notice. Dry run charges may apply if the shipment has already been dispatched or the empty equipment has been dropped for loading. Plus applicable linehaul and other charges
Shipment Changes	\$25 for each approved change in the origin or destination After the driver has been dispatched, any changes to the origin or destination stated on the prenote must be approved by XPO. XPO will endeavor to comply with the requested change in circumstances where it has approved the change in time to be able to issue revised instructions to the appropriate personnel. However, XPO does not guarantee or accept liability if it is unable to implement the change.
Barrier/Road Tolls Enroute	Toll cost with prior approval When service requires use of barge or other type of transportation service provider, cost of barge or other transportation service + \$25
Chassis Pool Charges	\$25 per calendar day Will apply to all steamship containers (import or export) moving to or from Los Angeles or Long Beach terminals
Container <i>Per Diem</i>	Cost assessed by equipment provider plus an 18% administrative fee per invoice on steamship line and other per diem that is billed to and paid by XPO on behalf of your account.
Tri-Axle Charge	\$250 - Applies when tri-axle chassis is required to legally transport 20' containers due to the axle weight exceeding local laws
Cash Advance	Amount of cash advance plus 10% (\$25 minimum). Applies when XPO agrees to advance charges for the terminal storage, equipment per diem use charges and or other charges due on a given trailer.
COD shipments	COD shipments will only be handled in special cases and with prior approval only. All other COD shipments will be refused by XPO. If XPO approves handling of a COD shipment, XPO may access an additional administrative charge, in addition to all other applicable charges. Customer may incur redelivery, detention and other charges if the C.O.D. transaction is not completed in a timely manner.

Additional Terms:

Upon notice of or presentation of accessorial charges from XPO via facsimile, email, EDI or other acceptable method, Customer must approve or confirm receipt of such accessorial charge and communicate such approval/confirmation to XPO within two (2) days. Accessorial charges are cumulative, and assessment of one accessorial charge will not preclude assessment of other applicable accessorial charges incurred for the same shipment or circumstance. If accessorial services not listed in the table above are necessary, the charges for such services will be established by XPO and Customer at the time such services are necessary. The term "trailer" also refers to containers and chassis. If Customer knows that a shipment will require accessorial services, Customer should notify XPO of the type of accessorial service(s) required at the time Customer tenders the shipment in the shipping instructions. Customer will also notify XPO of any caustic or toxic commodities contained in a shipment

(if not otherwise hazardous materials requiring notation on the shipping documents) in advance to allow for the taking of appropriate precautions by personnel doing the transportation and related services.

LIABILITY FOR CARGO LOSS AND DAMAGE

General Standard:

XPO will assume liability for cargo loss and damage in accordance with the provisions of 49 U.S.C. 14706, subject to a limitation of liability of \$100,000 as well as the other provisions of this section.

Carmack Liability:

On domestic shipments that originate in the United States, Customer may, at its option, select the full liability provisions set forth in 49 U.S.C. Section 14706, without a cap on liability or minimum claim amount ("Carmack liability").

If full value Carmack liability under 49 U.S.C. Section 14706 is not selected, the \$100,000 cap and other provisions of this Rules Circular that vary from Carmack liability will apply.

If Customer wishes to obtain a higher loss or damage limit, Customer has the following two options:

1. The Customer may obtain insurance.
2. The Customer may obtain coverage under the terms of 49 USC 14706.

49 U.S.C. Section 14706 provides for full-value liability and other liability terms for XPO and Customer. In order for a Shipment to be subject to the terms of 49 U.S.C. Section 14706, it must comply with all of the following provisions:

1. Customer must notify XPO's Damage Prevention Department in writing to: XPO Port Services, Inc., Attn: Damage Prevention Department, 6805 Perimeter Dr., Dublin, OH 43016, or via email at insurance@xpo.com no less than 5 working days in advance of the scheduled pick-up dated for the shipment that Customer chooses Carmack liability protection.
2. On shipments that Customer requests full-value Carmack liability protection, Customer must prepay a negotiated Carmack rate which will be obtained by contacting XPO Port Services' Pricing Department via portpricing@xpo.com. Carmack coverage will in no case be less than the applicable FAK rate plus 200% of that rate. This Carmack rate will apply unless special written pricing authority is obtained by contacting portpricing@xpo.com.

Failure by Customer to provide a written agreement, prior to XPO's receipt of physical possession of the shipment, evidencing that XPO has agreed to provide Carmack Liability for any specified shipment shall relieve XPO from any obligation in excess of \$100,000 per trailer or container.

Carmack Liability protection is not available for Shipments moving under FAK rates. **ANY SHIPPER TENDERING A SHIPMENT FOR TRANSPORTATION WITHOUT COMPLYING WITH ALL OF THESE PROCEDURES WILL BE SUBJECT TO THE XPO LIMITED LIABILITY TERMS.**

Carmack liability coverage is not available for any shipments that originate outside the borders of the United States of America.

Defenses to Liability:

XPO will not be liable for the following: (1) damage to cargo or equipment to the extent due to packaging, loading, unloading, blocking, bracing or securing of the cargo (unless XPO was engaged to provide such services); (2) inherent vice or defect in the cargo transported, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, deterioration of perishable products, or damages caused by heat or cold; (3) force majeure events; (4) an act or default of any Customer, consignor, consignee or beneficial owner; or (5) shipments stopped and held in transit at Customer's request.

Limitations on Cargo Liability:

XPO's liability for any cargo loss or damage will not exceed \$100,000.00. All line-haul rates are conditioned upon such limitation of liability. This limitation will apply whether or not the released value is stated on the bill of lading. Customer may request an increase in legal liability by submitting a written request for a higher released value, and paying an additional fee depending on the desired released value. Due to the administrative costs, XPO will not process or pay cargo claims for less than \$250.

Time Limits:

As a condition precedent to recovery, claims for loss or damage to cargo must be filed in writing with XPO within nine (9) months from the delivery date, or the scheduled date of delivery for lost shipments, or in the absence of a scheduled delivery date, the filing period shall begin after a reasonable time has elapsed for delivery. A civil suit or arbitration proceeding for cargo claims must be commenced against XPO within two (2) years and one day from the date XPO gives Customer written notice that XPO is disallowing the claim or any part of it.

Immediate Notice of Cargo Loss or Damage:

Customer will use reasonable efforts to provide immediate notice of cargo loss or damage upon discovery to allow XPO to inspect the loss and damage and determine its cause and to prevent reuse of damaged intermodal containers or trailers.

Documentation of Cargo Claims:

Cargo claims should include the following information: (1) a demand for payment of a specified dollar amount accompanied by documentation to verify the amount of the demand such as certified copies of repair invoices or actual product costs; (2) information to identify the shipment such as container/trailer number, date of shipment, origin and destination of the shipment, shipper's, consignee' and notify party's names, and bill of lading number; (3) legible copies of shipping instructions, the delivery receipt and other shipping documents; (4) the applicable salvage amount; (5) legible copies of the loading and unloading tally denoting contents and quantities of each of the packages involved in the shipment and seal record (particularly for shortage claims); (6) supporting documentation detailing the nature of the damage or loss (such as photographs); and (7) any import declaration (if applicable).

Determination of Damages; Exclusion of Certain Damages:

The measure of damages for loss of or physical damage to the cargo shall be the lower of the actual value of the lost or damaged commodity at origin or at destination, reduced by a reasonable amount for salvage. XPO shall be liable for the reasonable costs of the Customer to mitigate its damages. In no event shall XPO be liable to Customer or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless Customer has informed XPO in written or electronic form, prior to or when tendering the shipment to XPO, of the potential nature and type of such damages, and XPO specifically agrees in written or electronic form to accept responsibility for such damages. In no event shall XPO be liable to Customer or anyone else for punitive or exemplary damages that relate to loss, damage or delay to a shipment.

Sealed Shipment:

If Customer loads and seals the cargo within the trailer or container and XPO the seal is intact upon delivery, XPO will not be liable for shortages or any damage to the cargo except when proximately caused by independent action of XPO. XPO will also not be liable if (1) the seal is broken at the direction and under the supervision of an agent of a governmental authority, or (2) trailers or containers are preloaded and the adequacy of loading or count of such trailer or container cannot be practically determined by XPO's representative. If a seal is broken for an inspection by an agent of a governmental authority, XPO will request that the governmental authority reseal the trailer or container and/or make appropriate notation on the freight documentation form. XPO may break the seal on a trailer or container if, upon XPO's determination, it becomes reasonably necessary to do so to inspect, reposition, or protect the cargo or the Equipment or to comply with federal, state, municipal, or provincial laws. The consignee of

a shipment may not refuse delivery of a shipment solely because the seal on a trailer or container is broken.

Mitigation of Damages; Salvage:

Customer must cause the consignee to accept delivery of a shipment and is not entitled to abandon any shipment to XPO. The consignee has a duty to mitigate damages by accepting damaged cargo unless it is of no value and without salvage value. The obligation to mitigate damages also includes replacing damaged cartons and packaging, relabeling freight and undertaking other repairs and replacement of packaging. Customer will have the right to determine, in its reasonable discretion, to repair, repackage, salvage, or scrap damaged cargo. If Customer does not elect to salvage cargo, any claim for cargo loss or damage shall nevertheless be reduced by a reasonable salvage allowance. If Customer elects to salvage cargo, Customer shall notify XPO to return the cargo to Customer or allow XPO to dispose of the cargo. Any amounts received in salvage, whether accomplished by XPO or Customer, will reduce the amount of the cargo claim. Customer may condition salvage upon the removal of all identifying marks or labels or the cargo being permanently marked as "*damaged*" or with a similar notation. If XPO is retained by Customer to return the damaged cargo for repair, salvage, or scrapping, Customer agrees to pay XPO standard line-haul rates or other mutually agreed to rate, without prejudice to the Customer's right to recover such freight charges as damages. Damaged cargo will not be scrapped unless repair and/or salvage are not feasible. If XPO salvages the cargo, XPO may bill a reasonable charge for doing so against salvage receipts.

Mexico Cargo:

XPO does not accept liability for cargo loss or damage to shipments while moving throughout Mexico.

TRANSPORTATION DELAYS

XPO will provide transportation with reasonable dispatch and will use commercially reasonable efforts to meet all reasonable pickup and delivery appointments. However, XPO does not guarantee adherence to any particular transit or appointment schedule and is not liable for delay, interruption or other failure to transport any shipment by any particular appointment time. XPO is not liable for alternative transportation costs, other direct expenses or consequential, special, indirect or exemplary damages arising out of any delay to shipments unless Customer has informed XPO in written or electronic form, prior to or when tendering the shipment to XPO, of the potential nature and type of such delay-related damages, and XPO specifically agrees in written or electronic form to accept responsibility for such damages.

STORAGE AND WAREHOUSEMAN LIABILITY**Storage Charges:**

Loads stored at XPO facilities will be charged \$25.00 per day.

Limitation of Liability for Stored Cargo:

When acting as a warehouseman, XPO will comply with the standard of care applicable to warehousemen in California. Any goods stored at a XPO Distribution warehouse will be subject to its standard terms and conditions for warehouse services available in the Rules and Procedures section of the website www.xpo.com. XPO's liability for any cargo loss, shortage or damage occurring during storage by XPO will not exceed \$100,000.00 per trailer or container unless (1) Customer has obtained Carmack liability for the shipment in accordance with the procedures above (p. 8), (2) the storage services are provided at a facility not operated by XPO Distribution, and (3) the storage services are provided as part of XPO's transportation services and not as a result of Customer's or the consignee's refusal to timely accept delivery of the shipment. If Customer has complied with the foregoing conditions (1) through (3), XPO will be responsible for the full actual declared value of the shipment.

Refused Shipments; Warehouseman Liability:

If the consignee refuses cargo tendered by XPO or if XPO is unable to deliver the cargo because of fault or mistake of Customer or the consignee, or if Customer advises and instructs XPO to stop movement of the cargo and to hold it in transit, XPO's liability thereafter immediately shall be that of a warehouseman. XPO shall (a) attempt to give Customer notice as soon as possible if the foregoing occurs, (b) place the cargo in public storage, if available, unless XPO receives contrary disposition instructions from Customer within twenty-four (24) hours, and (c) if disposition instructions are not given by Customer within ten (10) days of XPO's initial notification to Customer, XPO may offer the cargo for public sale. In the case of perishable cargo, XPO may dispose of the cargo at a time and in a manner XPO deems appropriate. Customer will be responsible for storage and other reasonable costs XPO incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage and other costs XPO incurs as a warehouseman, XPO shall remit the balance to Customer. If Customer gives XPO timely disposition instructions, XPO shall use any commercially reasonable steps to abide with such instructions. Customer will pay XPO's costs and any line-haul transportation charges for redelivery as described below.

SHIPMENT WEIGHTS AND SIZES**XPO's Rights Re: Overweight Shipments:**

XPO has the right (but not the obligation) to (1) have any loaded container or trailer weighed to determine if it conforms with safe handling rules and applicable federal, provincial, state and municipal laws and (2) to hold and transload all or a portion of the cargo to another trailer or container if XPO becomes aware that the trailer or container is overweight. Customer is responsible for all associated costs, including, without limitation, the cost of transloading, using and moving the trailer and container and any resulting storage charges.

Weight Information from Customer:

Customer warrants that XPO may rely on Customer's documentation as to the amount of weight associated with a loaded container or trailer. In determining the weight, Customer will take into consideration the tare weights of the container and chassis or trailer, the position of the vehicle tandems (if sliding) prior to loading and the weight distribution of the cargo (including any blocking or bracing).

Handling of Overweight Shipments:

If an overweight problem is determined after pick up and before reaching the origin terminal, XPO will return the shipment to the consignor for correction if permitted. If the shipment cannot be returned, Customer will arrange for correction of the overweight condition at Customer's expense. If an overweight problem is determined after arrival at the destination rail terminal and before reaching the consignee, the shipment will be delivered to the consignee if permitted. If the shipment cannot be delivered, Customer will arrange for correction of the overweight condition at Customer's expense. Customer is responsible for all charges associated with the pick up or delivery as originally arranged, as well as all additional costs or charges arising out of the overweight condition, including but not limited to storage, detention and redelivery charges.

Oversize Equipment:

Due to the variety of road restrictions within XPO's operating area, equipment over 96 inches wide and over 45 feet long may in some circumstances be considered illegal to be operated on certain roads. Customer is responsible (and will reimburse XPO) for any fines, expenses, violations, delays, costs and accidents resulting from any equipment considered overwidth or overlength in violation of restrictions under federal, state, provincial or municipal laws. XPO may incur out-of-route mileage (for which Customer will be responsible) to avoid violating equipment size laws.

FORCE MAJEURE

XPO will be excused for any failure to perform its services due to any cause beyond its reasonable control (whether or not foreseeable), including without limitation, fire; explosions, strikes, work stoppages, labor strife, riot, war, acts of the public enemy; acts of God, including floods, hurricanes, tornadoes, earthquakes, unusually severe weather, and natural disasters; acts of terrorism; local or national disruptions to transportation networks or operations; road closures; material equipment repairs; fuel shortages; governmental regulations; embargo; quarantine; or governmental request or requisition for national defense. XPO will use commercially reasonable efforts to continue its performance to the extent not affected by the force majeure event.

SHIPPER OBLIGATIONS

Customer or its shipper is responsible to count and record all contents of shipments moved under this Agreement and to apply a protective seal to the loaded equipment, unless Customer has arranged before dispatch for XPO to provide these services. Customer will or will cause the consignor to load, block, brace and secure all cargo to prevent shifting as appropriate for the selected mode of transportation. Customer will not tender any hazardous materials and waste, high value shipments (+\$100,000 in value), oversize or overweight shipments or commodities requiring protection from heat or cold, unless such shipments have been properly identified and Customer has made the necessary prior arrangements with XPO. Although XPO will inspect any empty containers or trailers before delivery to Customer, Customer will also inspect all empty containers and trailers tendered for loading and reject any equipment that is not in apparent suitable condition to protect and preserve the cargo during transportation and notify XPO of any rejected equipment. Customer will and will cause its consignors or consignees not to lose, damage or misuse tractors, trailers, containers, chassis or other equipment and will pay for any loss or damage resulting from Customer's or its consignors or consignee's possession or use of such equipment.

Please contact XPO Logistics Port Services, LLC

to answer questions regarding this Tariff.

We appreciate your business.
1-800-995-6008