



# FXF 100-G Rules Tariff FXNL 100-B Rules Tariff



## **FedEx Freight and FedEx National LTL standard and special service charges and exceptions to governing classification rules**

Applicable for interstate, intrastate and international shipments between the U.S., Canada and Mexico referencing this tariff

Effective January 5, 2009

**Rules Tariff**

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**Refer to Individual Items for Complete Charges and Application of Their Provisions.**

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FedEx Freight Guaranteed Plus™	756	27							
FedEx Freight A.M. (Revised 3-2-09)	757	28							20% upcharge. \$125 Min. Chg. See item.
Fines or Penalties					1700-2B	61			
Flatbed Minimum Charge					622-2B	59			See Item.
Freight Transfer	959	38							\$3.26 per cwt., \$493 Min. Chg.
Fuel Surcharge	570	16			570-2B	58			See Item.
Governing Publications	100	4							
Guaranteed Quality Service (GQS)	5630	44							20% of line haul charges, \$29 Min. Chg.
Guaranteed Quality Service AM (GQSA) and Exact (GQSE)	5631	45							GQSA - 25% of line haul charges. GQSE - 30% of line haul charges, \$29 Min. Chg.
Handling Charge	565	15							\$5.18 per cwt., \$40.80 Min. Chg.
Hazardous Materials or Substances	920	38	920-1	55	920-1-2B	60			U.S. - \$16 per shipment. Canada & Intra Canada - See Item.
Inside Pickup or Delivery	566	15			566-1-2B	58			U.S. - \$7.38 per cwt., \$77 Min. Chg., \$781 Max. Chg. Intra Canada - \$59 per shipment
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Lineal Foot Minimum					530-1-2B	58			\$1.45 per lineal foot
Loss or Damage – Claim Filing	960	38			960-2B	60			
					Effective 2-2-09				
Marking or Tagging Freight	580	18							\$3.54 per package or piece, \$50 Min. Chg.
Maximum Charge	5950	47							
Maximum Liability – Cigarettes and/or Tobacco Products			598	52					
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			712	52					
Participating Carriers	102	4							
Permits	700	19	700-1	52					U.S. - \$69 per permit plus the cost of the permit. Canada - See Item.
Pickup or Delivery Service	750	20							
Pickup or Delivery – Islands	7510	47							\$69.40 per shipment.
Pickup or Delivery Service – Limited Access Locations	750-8	21	750-8-1	53	750-8-2B	59	750-8-3	63	U.S. - \$80 per shipment. Canada - See Item.
			Revised 2-2-09						Intra Canada - \$59 per shipment. Mexico - \$80 per shipment.
Pickup or Delivery Service – Private Residences	750-2	20			750-2-2B	59			U.S. - \$80 per shipment. Intra Canada - \$59 per shipment.
Pickup or Delivery Service – US Postal Service Bulk Mail Center in Allen Park, MI	750-6	20							\$91 per shipment in addition to otherwise applicable rates and charges.
Port Charges	950	38	950-1	56					U.S. - \$7.81 per cwt, \$35 Min. Chg., \$738 Max. Chg. Documentation – additional \$111. Canada - See Item.
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**Refer to Individual Items for Complete Charges and Application of Their Provisions.**

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	Item	Page	Item	Page	Item	Page	Item	Page	
Reconsignment, Diversion, Relinquishment	820	36	820-1	54	All currency expressed in Canadian dollars				See item.
Redelivery	830	37			830-2B	60	830-3	63	See item.
Region Shopping Malls					750-9-2B	59			\$23 per shipment.
Returned Checks	435	13							\$55 for each check or similar instrument.
Returned Shipments	825	37	825-1	54	825-2B	60			
Service Provided During Non-Business Time	753	27			753-2B	59	753-2	63	U.S. - \$110 per person per hour. \$222 Min. Chg. per person for non-business hours, \$411 Min. Chg. per person for non-business days.
									Intra Canada - See Item.
Shipment Assembly at Origin (Flow Loading)	888	37							Mexico - \$38.43 per person per hour.
Shipper Load or Consignee Unload	578	17							\$0.67 per piece or package, \$1.11 per 100 pounds, \$21 Min. Chg.
Shrink Wrap Fee							571-2	63	\$32 MXN per pallet.
Sorting, Segregating, Reconstructing	887	37							\$1.77 per cwt. or \$0.66 per piece, \$72 Min. Chg.
Special Equipment	750-1	20							\$187 per hour. For flatbeds, \$252 per hour and \$738 Min. Chg. per flatbed.
Special Service - Security Check	8930	47							See Item.
Split Pickup Trailer Chassis and Container	992	39							\$163 per vehicle, plus \$2.15 per mile in excess of 25 miles.
Stopoffs	900	37	900-1	55					U.S. - \$279 per stop.
Storage	910	38			910-2B	60	910-2	64	Canada - See Item
Substituted Service	930	38							See Item
Toronto Island					994-2B	61			\$70.70 per hour.
Trailer Shunting					992-2B	61			See item.
Truckload Service	759	30							See item.
Vehicle Furnished But Not Used	620	19							\$280 per unit of equipment per day.
Weighing and Inspection (Revised 2-2-09)	980	39							
Weighing Service	990	39							\$58 per shipment for Carrier's scale, \$155 for certified public scale.
Weight (Reweigh) and Freight (Inspection) Validation (Effective 2-2-09)	981	39							\$15.50
Weights – Gross Weights and Dunnage	994	39							See item.
Wire Transfer Fee	435	13							Domestic - \$21 for each wire transfer transaction.
									International - \$29 for each wire transfer transaction.

**Refer to Individual Items for Complete Charges and Application of Their Provisions.**

**Rules Tariff – U.S. Section 1**

Item	Rule								
100	<p><b>GOVERNING PUBLICATIONS</b></p> <p>1. Unless otherwise provided, this Tariff is governed by the following tariffs and by supplements thereto or successive issues thereof:</p> <table border="0"> <tr> <td><u>TARIFF SERIES</u></td> <td><u>KIND OR TITLE</u></td> </tr> <tr> <td>A. NMF 100</td> <td>Classification</td> </tr> <tr> <td>B. HGB 100</td> <td>Mileage Guide</td> </tr> <tr> <td>C. HGB 105</td> <td>Mileage Guide</td> </tr> </table> <p>2. Hazardous materials governed by the U.S. Department of Transportation hazardous materials regulations as published in C.F.R. chapter 1, subchapter C.</p> <p>3. For direct points of service, refer to the route guide available at the Carrier's Web site.</p>	<u>TARIFF SERIES</u>	<u>KIND OR TITLE</u>	A. NMF 100	Classification	B. HGB 100	Mileage Guide	C. HGB 105	Mileage Guide
<u>TARIFF SERIES</u>	<u>KIND OR TITLE</u>								
A. NMF 100	Classification								
B. HGB 100	Mileage Guide								
C. HGB 105	Mileage Guide								
102	<p><b>PARTICIPATING CARRIERS</b></p> <p>1. The following Carriers participate in this tariff to the extent provided herein:</p> <ul style="list-style-type: none"> <li>A. FedEx Freight, Inc. (FXFE)</li> <li>B. FedEx Freight East, Inc. (FXFE)</li> <li>C. FedEx Freight West, Inc. (FXFW)</li> <li>D. FedEx National LTL, Inc. (FXNL)</li> <li>E. FedEx Freight Canada Corporation (FXFC)</li> <li>F. FedEx Freight de Mexico (FXFM)</li> </ul>								
115	<p><b>DEFINITIONS AND EXPLANATIONS OF TERMS</b></p> <p>1. When descriptive generic headings are used, "Nickel Group" as shown in the NMFC for example, it is understood to include all qualifying statements and notes referred to in the descriptive generic heading.</p> <p>2. The term "bill of lading" will also include and mean "shipping order".</p> <p>3. The following definitions and explanation of terms will apply:</p> <p><b>Agent</b> - Person authorized to act on another's behalf</p> <p><b>Absolute Minimum Charge</b> - The minimum charge after application of all pricing terms.</p> <p><b>Any Quantity Or AQ</b> - Any quantity of the same commodity or commodities less than the lowest of other stated minimum weights covered by the applicable class or commodity rates.</p> <p><b>ARFW</b> - American Freightways</p> <p><b>Assembler</b> - Carrier</p> <p><b>Assembly</b> - The consolidation of small shipments into a composite truckload or other unit of volume for a freight consolidator.</p> <p><b>Broker</b> - A person other than a motor carrier or employee or agent of a motor carrier that as a principal or agent sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation. 49 U.S.C. § 13102(2). Also a company that arranges for the truck transportation of cargo belonging to others, utilizing for-hire carriers to provide the actual truck transportation. However, the Broker does not assume responsibility for the cargo and usually does not take possession of the cargo. Brokers must register with the FMCSA by filing a Form OP-1. A broker can operate as an independent contractor, or could be an agent of the shipper or an agent of the carrier.</p> <p><b>Business Days</b> - Monday through Friday, excluding holidays</p> <p><b>Business Hours</b> - 8:00 a.m. to 5:00 p.m., excluding Saturdays, Sundays and legal holidays except that the 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.</p> <p><b>Carrier</b> - FedEx Freight, Inc. and/or FedEx Freight East and/or FedEx Freight West and/or FedEx National LTL.</p> <p><b>Carrier's Equipment</b> - Any motor truck or other self-propelled highway vehicle, trailer, semi trailer or any combination of such highway vehicles, operated by Carrier.</p> <p><b>Component Part</b> - Any part of a shipment separately received by Carrier whether or not such part is separately delivered by Carrier; and any part of a shipment separately delivered by Carrier whether or not such part is separately received by Carrier.</p> <p><b>Consignee</b> - The person, firm or corporation shown on the bill of lading as the party to whom the property is physically delivered by Carrier.</p> <p><b>Consignor</b> - The person, firm or corporation shown on the bill of lading as the Shipper of the property received by Carrier for transportation.</p> <p><b>Constructive Placement</b> - The holding of a vehicle at a place other than the designated loading or unloading site due to the inability of Consignor or Consignee to accept the vehicle for actual placement after its tender.</p> <p><b>CPM</b> - Rate in cents per mile per vehicle used, maximum weight 45,000 pounds per vehicle.</p> <p><b>CPMP</b> - Rate in cents per mile "doubles trailer" used, maximum weight 22,000 pounds per "doubles trailer".</p> <p><b>CPMS</b> - Rate in per mile per set of two "doubles trailers" used, maximum weight 44,000 pounds per set.</p> <p><b>CPMT</b> - Rate in cents per mile per vehicle used, maximum weight 45,000 pounds per vehicle.</p> <p><b>CWT</b> - Rate in cents per 100 pounds.</p> <p><b>DIR</b> - Provisions apply only when shipment is picked up and delivered by FXNL at points named in Section 1 of WWAT 102 Series.</p> <p><b>DPP</b> - Dollars per "doubles trailer" used, maximum weight 22,000 pounds per "doubles trailer", subject to shipper load consignee unload.</p> <p><b>DPS</b> - Dollars per set of two "doubles trailers" used maximum weight 44,000 pounds per set, subject to shipper load consignee unload.</p> <p><b>DPT</b> - Dollars per vehicle used, maximum weight 45,000 pounds per vehicle.</p> <p><b>Debtor</b> - The person obligated to pay the accessorial or freight charges to Carrier, whether Consignor, Consignee, or other party.</p> <p><b>Dimensional Weight</b> - Rating provisions which require the calculation of a dimensional weight for rating purposes will be computed at the actual cube multiplied by the dimensional weight factor provided within the customer's pricing agreement.</p> <p><b>Distribution</b> - The segregation and delivery of property from a composite truckload or other unit of volume.</p> <p><b>DMWT</b> - Dimensional weight.</p> <p><b>Domestic Forwarder</b> - A company that arranges for the truck transportation of cargo belonging to others, utilizing for-hire carriers to provide the actual truck transportation. The Forwarder does assume responsibility for the cargo from origin to destination and usually does take possession of the cargo at some point during the transportation. Forwarders typically assemble and consolidate shipments at origin and disassemble and deliver shipments at destination. Surface Forwarders must also register with FHWA, and Air Freight Forwarders must register with the FAA.</p> <p><b>Doubles Trailer</b> - one trailer not to exceed 29 feet in length.</p> <p><b>Exception Class</b> - the establishment of an exception class removes the application of the class published in the NMFC for the same article(s), but only insofar as the exception class has express application. (Not to be confused with FAK.)</p>								

(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule
115 (cont'd)	<p><b>Export</b> - Shipments originating from the 48 contiguous United States that are: (a) consigned to points outside the contiguous 48 United States and moved in part by an ocean or air carrier, or (b) consigned to ocean or air carriers for delivery outside the contiguous 48 United States, or (c) consigned to a warehouse and within 12 months consigned to points outside the contiguous 48 United States.</p> <p><b>Extraordinary Value</b> - Articles exceeding \$50 per pound per package or a carrier liability exceeding \$100,000 per incident per Shipper whichever produces the lesser charge.</p> <p><b>FAK</b> - Freight, All Kinds.</p> <p><b>FedEx Freight</b> - FedEx Freight, Inc. and/or FedEx Freight East, Inc. and/or FedEx Freight West, Inc.</p> <p><b>FedEx Freight Interregional</b> – Complete interregional coverage throughout the contiguous United States.</p> <p><b>FedEx Freight, Inc.</b> - Formerly FedEx Freight East, Inc. (FXFE) and FedEx Freight West, Inc (FXFW).</p> <p><b>FedEx Freight East</b> - FedEx Freight East, Inc. (FXFE), formerly American Freightways (ARFW).</p> <p><b>FedEx Freight West</b> - FedEx Freight West, Inc. (FXFW), formerly Viking Freight, Inc. (VIKN).</p> <p><b>FedEx National LTL</b> - FedEx National LTL (FXNL), formerly Watkins Motor Lines. (WWAT)</p> <p><b>Foreign Freight Forwarder</b> - The party arranging the carriage of goods including connected services and/or associated formalities on behalf of a shipper or consignee for Import or Export freight.</p> <p><b>FXF</b> - FedEx Freight</p> <p><b>FXFC</b> - FedEx Freight Canada, formerly Watkins Canada Express (WCEP).</p> <p><b>FXFE</b> - FedEx Freight, Inc., formerly FedEx Freight East, Inc.</p> <p><b>FXFM</b> - FedEx Freight de Mexico.</p> <p><b>FXFW</b> - FedEx Freight West, Inc.</p> <p><b>FXNL</b> - FedEx National LTL, formerly Watkins Motor Lines (WWAT).</p> <p><b>Holidays</b> - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, or any other day generally observed as a holiday by the Carrier at the point where the service is performed. When a holiday falls on Sunday, the following Monday will be considered as a holiday; when a holiday falls on Saturday, the preceding Friday will be considered as a holiday.</p> <p><b>Import</b> - Shipments originating outside the 48 contiguous United States that are: (a) consigned to points within the contiguous 48 United States and moved in part by an ocean or air carrier, or (b) consigned from ocean or air carriers for delivery within the contiguous 48 United States, or (c) consigned to a warehouse and within 12 months consigned to points within the contiguous 48 United States.</p> <p><b>IMS</b> - Intra Mexico Shipment.</p> <p><b>Intrastate</b> - Origin and destination points reside within the same state.</p> <p><b>Interstate</b> - Origin and destination points do not reside within the same state.</p> <p><b>Inter-Company</b> - A shipment moving between the states of AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY on the one hand and all other points in the contiguous United States on the other hand.</p> <p><b>LTL</b> - Less than truckload. A quantity of freight weighing less than 20,000 pounds and occupying less than one pup, and whose rate or rating is subject to a minimum weight of less than 20,000 pounds, or is less than TL.</p> <p><b>LTL Class Rates</b> - Means class rates with a stated minimum weight of less than 20,000 pounds.</p> <p><b>LTL Commodity Rates</b> - Means Commodity Rates with a stated minimum weight of less than 20,000 pounds.</p> <p><b>Minimum Charge Floor</b> - Absolute minimum charge.</p> <p><b>Multiple Shipment Minimum Charge (MSMC)</b> - When more than one shipment is tendered at one time and place or a single shipment is tendered at carrier's service center, the shipment will be subject to the Multiple Shipment Minimum Charge.</p> <p><b>Net Charge</b> - Net dollar amount billed to the debtor after reduced rates or charges through the application of governing discounts, allowances, commodity rates, exception ratings, or any other reduction have been applied.</p> <p><b>Palletized Shipment</b> - A shipment tendered to and transported by carrier on pallets (elevating truck pallets or platforms or lift-truck skids, with or without standing sides or ends, but without tops).</p> <p><b>Power Equipment</b> - Any gasoline, diesel, electric or gas driven equipment including electric powered cranes and lift truck equipment.</p> <p><b>Pup</b> - One trailer not to exceed 29 lineal feet of loading space.</p> <p><b>Rate</b> - A charge per unit of measurement</p> <p><b>Set</b> - Two trailers each not exceeding 29' lineal feet of loading space.</p> <p><b>Shipment</b> - Except as otherwise provided in this tariff, a shipment consists of a quantity of freight tendered to a carrier by one consignor at one place at one time for delivery to one consignee at one place on one bill of lading.</p> <p><b>Single Shipment Minimum Charge (SSMC)</b> - When a single shipment is tendered at one time and place, the shipment will be subject to the Single Shipment Minimum Charge.</p> <p><b>TL</b> - Truckload. A quantity of freight weighing 20,000 pounds or more, or occupies one pup or more, or whose TL rate or rating is subject to a minimum weight of 20,000 pounds or more.</p> <p><b>TL Class Rates</b> - Means Class rates with a stated minimum weight of 20,000 pounds or greater.</p> <p><b>Trailer</b> - One unit of equipment not exceeding 29 lineal feet of loading space.</p> <p><b>Truckload (TL) Commodity Rate</b> - (applicable only via FXNL) Truckload Commodity Rates will be rates:</p> <ol style="list-style-type: none"> <li>1. Stated in Cents per CWT, subject to a minimum weight of 20,000 pounds or greater, or,</li> <li>2. Stated in Dollars per vehicle, "doubles trailer" or set of two "doubles trailers", or</li> <li>3. Stated in Cents per mile, per vehicle, "doubles trailer" or set of two "doubles trailers".</li> </ol> <p><b>Volume or Truckload (VOL or TL)</b> - (applicable only via FXNL) A VOL or TL rate or rating is one which is specifically designated VOL or TL in this tariff or in tariffs making reference to this tariff and are those for which a VOL or TL minimum Weight is specifically provided.</p> <p><b>VIKN</b> - Viking Freight, Inc.</p> <p><b>Vehicle</b> - wherever the term "vehicle" or "vehicles" is used, such terms will have reference to either a trailer which does not exceed 53 feet in length or 2 trailers, each of which does not exceed 29 feet in length.</p> <p><b>Wharf</b> - Any wharf, berth, pier, quay, landing or other structure to which a vessel may make fast and that area or structure (other than a public utility warehouse) immediately adjacent, which is used for transit storage, loading, unloading, assembling, or distribution of goods or merchandise.</p> <p><b>You/Your</b> - The shipper/sender, recipient and their agents, servants, employees, and any other person or entity having or claiming an interest in a shipment.</p> <p><b>(0000)</b> - A number in parentheses following a description of an article or in this tariff indicates the item in which the article is described in the national Motor Freight Classification series.</p> <p><b>(p000)</b> - When the letter "p" precedes the National Motor Freight Classification item number, it indicates that only a portion of the NMFC item is reflected.</p>

**Rules Tariff – U.S. Section 1**

Item	Rule
170	<p><b>APPLICATION OF CLASSES - CONSTRUCTION OF CLASS FOR DENSITY RATED SHIPMENTS</b></p> <p>1. On shipments where the commodities are classed by actual density or density group within a specific item in the NMFC and where the NMFC makes no reference to item 170 nor provides any direction as to how the Carrier is to class a shipment when the actual density or density group is not on the bill of lading, the charges will initially be assessed on the basis of the class applicable to the lowest density provided in the specific NMFC item. Upon submission of satisfactory proof of a higher actual density, the freight charges will be adjusted to the basis of the class applicable to such density.</p>
171	<p><b>APPLICATION OF CLASSES - ARTIFICIAL CONSTRUCTION OF DENSITY TO OBTAIN A LOWER CLASS (BUMPING)</b> (Exception to NMFC Item 171)</p> <p>1. The provision of NMFC Item 171 will not apply when the applicable pricing program provides for a class exception or freight all kinds (FAK) class.</p>
185	<p><b>FEDEX FREIGHT CANADA</b></p> <p>1. Where reference is made to Day and Ross or DAYR, provisions will apply for FedEx Freight Canada. 2. Reference to DAYR 505 or CAN-AM 505 will not apply to shipments picked up or delivered by FedEx Freight Canada. 3. Where reference is made to DAYR 100, provisions as stated in the FXF/FXNL 100 series rules tariff will apply.</p>
190	<p><b>APPLICATION AND PRECEDENCE OF RULES</b></p> <p>1. Unless otherwise provided, when provisions of this tariff are in conflict with those published in individual contracts and/or tariffs, such contracts and/or tariffs, to the extent of their application, will apply. 2. Reissued Tariffs, items or parts of items will cancel previously issued Tariffs, items or parts of items, or publications referenced thereto. 3. Unless otherwise provided, when provisions of this Tariff are in conflict with those published in the governing publications, this Tariff will apply. 4. When this tariff provides for the application of charges, Carrier will maintain records to verify the charges and so document on any billing or invoicing to the Payor. 5. Unless otherwise provided, charges for services shown herein will be borne by the party requesting the service or guaranteed to the satisfaction of Carrier before services will be performed. 6. Unless otherwise provided, charges for services shown herein will apply in addition to all other applicable charges. 7. Unless otherwise provided, requests for changes to a bill of lading must be in writing from the responsible party/parties. 8. Driver signature on the bill of lading only acknowledges receipt of freight. Terms and conditions of FedEx Freight 100 series Rules Tariff will apply. 9. Unless otherwise provided, for shipments moving outside the U.S., FXF rules, rates, charges, provisions and liabilities apply only to that portion of the movement between points within the U.S. and points of pickup from or delivery to the motor, ocean, air or rail carrier, and/or freight forwarder. Shipments moving beyond the U.S. will be subject to the rules, rates, charges, provisions and liabilities of the Carrier and/or forwarder handling the beyond movement. Shipments moving between points in the U.S. and points in Canada in connection with FedEx Freight Canada (FXFC) will be subject to the rules, charges and provisions of Section 1 herein, unless a rule, charge or provision is published in Section 2A or Section 2B for the same service. The rule, charge or provision published in Section 2A or Section 2B will apply and take precedence over Section 1. 10. Shipments moving between points in the US and/or points in Canada on the one hand and points in Mexico on the other, and shipments between points within Mexico (Intra Mexico shipments) will be subject to the rules, charges and provisions of Section 1 herein, unless a rule, charge or provision is published in Section 3 for the same service. The rule, charge or provision published in Section 3 will apply and take precedence over Section 1. 11. FedEx Freight and FedEx National LTL reserve the right to modify, amend, change, or supplement any of these rules at any time, without notice, including, without limitations, the rates, services, features of service, and other terms and conditions. These rules are published in printed form and electronically at the FedEx Freight and FedEx National LTL Web sites on fedex.com. The downloadable PDF version of the Rules Tariff on fedex.com is the most current version and is controlling. 12. Where a rule is published in this tariff governing the same service as a rule published in the National Motor Freight Classification 100 series, such rule published herein, to the extent of its application will apply in lieu of the rule published in the National Motor Freight Classification 100 series. 13. Except as otherwise provided, this tariff applies on shipments to or from Puerto Rico.</p>
191	<p><b>APPLICATION OF CUBE / DENSITY BASE RATES</b> <b>(Applies only when reference is made hereto)</b></p> <p>1. Rates and charges published herein, and as may be amended or superseded are in dollars and cents in lawful currency of the United States of America. A. Rates published herein apply per 100 pounds, based upon the actual cube and density of the shipment. Where optional weight or measurement rates are named for any article it is understood that the rate yielding the greater revenue to the Carrier will be assessed. 1. Total weight, cube and density will be shown on the original bill of lading when tendered to Carrier at time of shipment. B. Carrier reserves the right to verify the information furnished and make corrections when errors or discrepancies are found. All 'metric' dimensions, measurements and calculations will be converted to "cubic feet" for rating purposes. C. All freight rates and other charges shall be based on the actual gross weight, cube and density. In the event the cube and density are not shown on the bill of lading at time of shipment, Carrier will determine the applicable density by the NMFC description and class, converted to density based upon the National Classification Committee Density Guidelines (See Paragraph 9 herein). 1. Except as otherwise provided, fractional dimensions shall be disposed of as provided in Paragraphs 3 and 4 herein. 2. Except as otherwise provided, if different articles are shipped in the same package, the rate for the highest rated article will be charged for the entire package. 2. In determining the cube of any piece or package, the extreme dimensions of length, width, and depth including all projecting portions shall be used. A. Conversion into cubic feet will be made only after fractional inches have been disposed of as provided in Paragraph 3 or 4 herein. B. For conversion purposes, 1728 Cubic inches equal one cubic foot. 3. Disposition of Fractions will be as follows: A. All fractions under one-half (1/2) inch shall be dropped. B. All fractions of one-half (1/2) inch or greater shall be taken to the next full inch. C. Where a fraction of exactly one-half (1/2) inch occur in two dimensions, the one on the smaller dimension shall be taken to the next full inch and the other dropped. D. Where fractions of exactly one-half (1/2) inch occur in three dimensions, those on the largest and smallest dimensions shall be taken to the next full inch and the other dropped. If all three dimensions are the same, two fractions shall be taken to the next full inch and the third dropped. 4. Fractional Cubic Feet: A. Each item of the Bill of Lading shall be considered separately. B. On a single package of less than one cubic foot, it shall be rated at one cubic foot. C. On a single package in excess of one cubic foot, if the fraction is less than one-half (1/2) cubic foot, it shall be dropped. If the fraction is one-half (1/2) cubic foot or greater, it shall be taken to the next full cubic foot. On each item on a Bill of Lading consisting of two or more packages, actual fractions shall be used to determine the total measurements of all the packages. Where the total results in a fraction, such fraction shall be</p>

(Continued on Following Page)

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Item	Rule																																								
<p><b>191</b> (cont'd)</p>	<p>dropped if less than one-half (1/2) cubic foot. If the fractions are one-half (1/2) cubic foot or over, it shall be taken to the next full cubic foot.</p> <ol style="list-style-type: none"> <li>5. Where rates are provided for on articles named herein, the same rate will be applicable on parts of such articles, when so described on the Bill of Lading, except where commodity rates are provided for such parts.</li> <li>6. Rates as named herein apply on cargo which can be handled by hand, or by mechanical fork lift, including commodities on/in pallets, skids and containers.</li> <li>7. When two or more freight rates are named for the carriage of goods of the same descriptions, and the application is dependent upon the quantity of the goods shipped, the charges assessed against the smaller shipment shall not exceed those for any larger quantity.</li> <li>8. A Corrected Bill of Lading or letter of authorization to change dimensions or cube will not be accepted after shipment has been tendered for delivery.</li> <li>9. National Classification Committee Density Guidelines:               <table border="0" data-bbox="300 378 1250 661" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: left;"><u>A. MINIMUM AVERAGE DENSITY</u> (in pounds per cubic foot)</th> <th style="text-align: left;"><u>CLASS</u></th> <th style="text-align: left;"><u>MINIMUM AVERAGE DENSITY</u> (in pounds per cubic foot)</th> <th style="text-align: left;"><u>CLASS</u></th> </tr> </thead> <tbody> <tr><td>50</td><td>50</td><td>8</td><td>110</td></tr> <tr><td>35</td><td>55</td><td>7</td><td>125</td></tr> <tr><td>30</td><td>60</td><td>6</td><td>150</td></tr> <tr><td>22.5</td><td>65</td><td>5</td><td>175</td></tr> <tr><td>15</td><td>70</td><td>4</td><td>200</td></tr> <tr><td>13.5</td><td>77.5</td><td>3</td><td>250</td></tr> <tr><td>12</td><td>85</td><td>2</td><td>300</td></tr> <tr><td>10.5</td><td>92.5</td><td>1</td><td>400</td></tr> <tr><td>9</td><td>100</td><td>Less than 1</td><td>500</td></tr> </tbody> </table> </li> </ol> <p>B. The density guidelines are used in the assignment of classes where average density is representative or reflective of the range of densities exhibited. Furthermore, the density/class relationships set forth in the guidelines presume that there are no unusual or significant stowability, handling or liability characteristics, which would call for giving those characteristics additional or different "weight" in determining the appropriate class.</p>	<u>A. MINIMUM AVERAGE DENSITY</u> (in pounds per cubic foot)	<u>CLASS</u>	<u>MINIMUM AVERAGE DENSITY</u> (in pounds per cubic foot)	<u>CLASS</u>	50	50	8	110	35	55	7	125	30	60	6	150	22.5	65	5	175	15	70	4	200	13.5	77.5	3	250	12	85	2	300	10.5	92.5	1	400	9	100	Less than 1	500
<u>A. MINIMUM AVERAGE DENSITY</u> (in pounds per cubic foot)	<u>CLASS</u>	<u>MINIMUM AVERAGE DENSITY</u> (in pounds per cubic foot)	<u>CLASS</u>																																						
50	50	8	110																																						
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30	60	6	150																																						
22.5	65	5	175																																						
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13.5	77.5	3	250																																						
12	85	2	300																																						
10.5	92.5	1	400																																						
9	100	Less than 1	500																																						
<p><b>195</b></p>	<p><b>APPLICATION OF TARIFFS</b></p> <ol style="list-style-type: none"> <li>1. Pricing programs apply on commodities specifically provided for in individual customer tariff items or contracts and only to the Customer and its account codes shown in the tariff or contract.</li> <li>2. Except as otherwise provided, applicable discounts will be shown as a reduction on the freight bill from the otherwise applicable freight charges.</li> <li>3. Pickup service must be provided by, or at the direction of FedEx Freight or FedEx National LTL. Shipments picked up by cartage agents or other carriers without authorization of FedEx Freight or FedEx National LTL will not qualify for discounts.</li> <li>4. When the applicable pricing provisions require FedEx Freight or FedEx National LTL to make a remittance on a freight bill, such remittance will not be sent until the freight bill has been paid.</li> <li>5. Discounts published in discount tariffs will not apply on the Accessorial Charges.</li> <li>6. Rates, Allowances, Discounts or other Rules do not apply to the extent that such provisions are in conflict with 49 CFR 1051.2, 1053.1 and 1312.14.</li> <li>7. In the event Carrier receives no shipments rated under the provisions of any individual tariff item for a period of 120 days, the item will be deemed obsolete and subject to cancellation without notice. The cancellation may apply to individual customer's participation or the entire tariff item.</li> <li>8. Unless otherwise provided, shipments to or from zip codes not provided for in LTL Class Rate Scales, as contained in a customer's individual pricing program, will be rated by using the current FXF 1000 or FXNL 501 LTL Class Rate Tariff. As such, provisions of the customer's specific pricing agreement such as, but not limited to, published discounts, class exceptions, absolute minimum charges, and accessorial charges shall be applicable in conjunction with the current FXF 1000 or FXNL 501 LTL Class Rate Tariff.</li> <li>9. Carrier reserves the right to modify, suspend or cancel obsolete pricing programs at its sole discretion at any time without notice.</li> </ol>																																								
<p><b>200</b></p>	<p><b>APPLICATION OF ALLOWANCES, COMMISSIONS, AND OFF-BILL DISCOUNTS</b></p> <ol style="list-style-type: none"> <li>1. Except as otherwise provided, all individual allowances, commissions, and off-bill discounts applied by Carrier are governed by this publication. Allowance, commission, and off-bill discount publications are also governed by the specific governing publications and rules within the publication where the allowance, commission, or off-bill discount is so published.</li> <li>2. Unless otherwise indicated in specific individual allowance, commission, and off-bill publications, the following will apply for all allowances and off-bill discounts:             <ol style="list-style-type: none"> <li>A. For FedEx National LTL, allowances, commissions, and off-bill discounts apply only to the extent as so stated within the publication where the allowance, commission, or off-bill discount is so published.</li> <li>B. Allowances, commissions, and off-bill discounts apply only when the specific requirements provided in individual publications are met.</li> <li>C. Allowances, commissions, and off-bill discounts will be paid by Carrier 60 days from the date of shipment. In the event Carrier fails to pay the allowance or off-bill discount, the Customer must request payment within 180 days from the date of shipment or allowance or off-bill discount will not be paid and will be considered as forfeited.</li> <li>D. Allowances, commissions, or off-bill discounts will not be paid and will be considered forfeited if any of the following requirements are met                 <ol style="list-style-type: none"> <li>1. Shipments rated at the applicable absolute minimum charge.</li> <li>2. Shipments weighing 20,000 pounds or more or rated as 20,000 pounds or more.</li> <li>3. Shipments moving on spot contracts (rates or charges quoted on specific movement per shipment).</li> <li>4. When for any one calendar month the otherwise applicable allowance and/or off-bill discount for that month is less than \$100.</li> </ol> </li> </ol> </li> <li>3. Unless otherwise indicated in individual pricing provisions, the following will apply:             <ol style="list-style-type: none"> <li>A. The following provision applies for the application of Loading allowances:                 <ol style="list-style-type: none"> <li>1. In lieu of pickup and loading service as provided in Item 750, when Consignor elects to load Carrier's pup/set, Carrier will spot pup/set at consignor's dock or trailer parking area. When necessary, Consignor will move pup/set to facilitate loading. Consignor will load pup/set and notify Carrier when loaded pup/set are ready for removal.</li> <li>2. Loading allowance will be calculated on the actual weight of the shipment.</li> <li>3. Loading allowance will not apply on shipments loaded by Carrier or that require the Consignor to load.</li> </ol> </li> <li>B. The following provision applies for the application of Unloading allowances:                 <ol style="list-style-type: none"> <li>1. In lieu of delivery and unloading service as provided in Item 750, when Consignee elects to unload Carrier's pup/set, Carrier will spot pup/set at Consignee's dock or trailer parking area. When necessary, Consignee will move pup/set to facilitate unloading. Consignee will unload pup/set and notify Carrier when unloaded pup/set is ready for removal.</li> <li>2. Unloading allowance will be calculated on the actual weight of the shipment.</li> <li>3. Unloading allowance will not apply on shipments unloaded by Carrier or that require the Consignee to unload.</li> </ol> </li> <li>C. The following provision applies for the application of pallet allowances:</li> </ol> </li> </ol>																																								



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Item	Rule
200 (cont'd)	<p>1. Pallet allowances will not be paid if Consignee elects to retain the pallet(s) or if Carrier returns the pallet(s) to Consignor.</p> <p>D. The following provision applies for the application of off-bill discounts:</p> <ol style="list-style-type: none"> <li>1. Each month, Carrier will compute the total qualifying net revenue to determine the application of the off-bill discount shown in individual pricing publication. The total qualifying net revenue includes only linehaul charges accruing to the Carrier in connection with outbound prepaid, outbound collect and inbound collect single line shipments.</li> <li>2. The off-bill discount will not be paid on any of the following:               <ol style="list-style-type: none"> <li>a. Shipments rated per truckload or volume rates.</li> <li>b. Shipments rated per commodity or commodity column or exception rates.</li> <li>c. Shipments moving on spot contracts (rates or charges quoted on specific movement per shipment).</li> <li>d. Shipments rated per publications that do not specifically reference the off-bill discount, including outbound collect and inbound prepaid.</li> <li>e. Shipments billed to a Third Party debtor if other than party for which the off-bill discount was published.</li> <li>f. Shipments rated at the published absolute minimum charge.</li> <li>g. Accessorial charges and fuel surcharges shown on individual shipments are specifically exempt from any off-bill discounting.</li> <li>h. Shipments to which Carrier has cancelled linehaul charges in accordance with Carrier's Money Back Guarantee program as contained in item 760 of this publication.</li> </ol> </li> <li>4. The off-bill discount will be paid only on linehaul revenue and only to the extent provided in the Customer individual published discount program.</li> </ol>
220	<p><b>LIABILITY - PUBLISHED TRANSIT TIMES</b></p> <ol style="list-style-type: none"> <li>1. Subject to reasonable requests, Carrier agrees to accept, transport, and deliver with reasonable dispatch such merchandise as Customer may tender to Carrier for transportation. However, Carrier shall not be responsible for any damages, direct, indirect or consequential, which are the result of delays in delivery, including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.</li> </ol>
250	<p><b>CONFIDENTIALITY</b></p> <ol style="list-style-type: none"> <li>1. Carrier may disclose information of any nature regarding any agreement to its corporate parent, subsidiaries, affiliates and related entities, and may disclose information as specifically required by law or for payment and audit purposes.</li> <li>2. Carrier reserves the right, but is not required, to open and inspect any shipment with or without notice.</li> </ol>
300	<p><b>ADVANCING CHARGES</b> (Exception to NMFC Item 300)</p> <ol style="list-style-type: none"> <li>1. Carrier will advance charges "incidental to the transportation of the shipment", only. The nature of the charges must be stated on the Bill of Lading at the time of shipment.</li> <li>2. When charges incidental to the transportation of the shipment are to be advanced, the following handling charges will apply:       <ol style="list-style-type: none"> <li>A. 6.0% of the amount advanced, subject to a \$75 minimum charge. These charges will be collected from the Consignee unless prepaid by the Shipper and so noted on the Bill of Lading at time of shipment.</li> </ol> </li> <li>3. The term INCIDENTAL TO THE TRANSPORTATION OF THE SHIPMENT includes only the following:       <ol style="list-style-type: none"> <li>A. Inbound transportation charges and cost of preparing immediate transportation entry papers. Ocean transportation charges moving in foreign commerce will not be advanced.</li> <li>B. Charges for in bond or custom house, loading, unloading, warehouse storage and handling, demurrage, wharfage or handling charges on import shipments, Carrier's storage, import handling, packing or crating, or drayage from actual origin to Carrier's service center.</li> <li>C. Charges for broker's fees, or customs or in bond shipments, except charges will not be advanced on shipments transported through the United States as it moves from one foreign country to another.</li> </ol> </li> </ol>
360	<p><b>BILLS OF LADING, FREIGHT BILLS AND STATEMENT OF CHARGES</b> (Exception to NMFC Item 360)</p> <ol style="list-style-type: none"> <li>1. Transportation of shipments handled by Carrier are governed by the Bill of Lading terms and conditions shown in the National Motor Freight Classification as modified by the rules, regulations and charges published in this tariff.</li> <li>2. No deviation from these standard terms and conditions will apply in connection with shipments handled by Carrier, except upon written agreement signed by an officer of Carrier. Terms and conditions of pre-printed Bills of Lading tendered to Carrier by Shipper at time of shipment and signed by Carrier's driver or dock worker will not apply except upon written agreement of an officer of Carrier. Bills of Lading so tendered by Shipper at time of shipment will be accepted by Carrier subject to the terms and conditions shown herein and as modified in this rules tariff.</li> <li>3. Except as provided in paragraph 2 herein, the provision of NMFC item 360 will apply, except upon request the following will be provided:       <ol style="list-style-type: none"> <li>A. Copies of freight bills, invoices, statements or proofs of delivery.</li> <li>B. Other forms or copies as may be required for submission with freight bills for payment.</li> </ol> </li> <li>4. When a corrected bill of lading or letter of authority to amend any aspect of a bill of lading is received from the responsible party, either Consignor, Consignee or Third Party, the following provisions will apply:       <ol style="list-style-type: none"> <li>A. Corrected bills of lading or letters of authority to change the payment status from collect to prepaid or prepaid to collect will be subject to acceptance by the Carrier. The request must be made by the Shipper in writing and within thirty (30) days of the original bill of lading.</li> <li>B. Corrected bills of lading or letters of authority to change the freight charge collection status from prepaid to collect will not be accepted if Section 7 of the corrected bill of lading has been signed by the Consignor, or once the shipment has been delivered, or if shipment has been lost or damaged.</li> <li>C. Corrected bills of lading or letters of authority to change the actual or released value of a commodity will not be accepted after the shipment has been delivered.</li> <li>D. Changes in commodity description, weight or pieces shall be accompanied by satisfactory written documentation, such as original invoice or descriptive advertising copy.</li> </ol> </li> <li>5. Driver signature on the bill of lading only acknowledges receipt of freight. Terms and conditions of FXF 100 series rules tariff and the bill of lading contract as provided in the NMFC will apply.</li> <li>6. When the Consignor fails to state the freight terms (prepaid or collect) in writing on the bill of lading, the shipment will move as prepaid and all applicable charges will be borne by the Consignor.</li> </ol>

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Item	Rule						
365	<p><b>BULK MAIL</b> (Exception to NMFC Item 188150)</p> <ol style="list-style-type: none"> <li>The classification for Mail as found in NMFC Item 188150 will not apply to Carriers participating in the FXF 100 series rules tariff.</li> <li>The NMFC classification on shipments moving from shippers, consigned to US and Foreign postal facilities, will be classed according to the actual commodity shipped.</li> </ol>						
390	<p><b>CAPACITY LOAD – MINIMUM CHARGE</b></p> <ol style="list-style-type: none"> <li>When all or part of an LTL rated shipment tendered to the Carrier is classified as being a CAPACITY LOAD shipment, the minimum charge will be as follows: <ol style="list-style-type: none"> <li>HGB 105 Mileage Guide will be used to determine mileage from origin to destination.</li> <li>Rates and minimum charges for FedEx Freight will be: <ol style="list-style-type: none"> <li>Each pup loaded will be rated at \$3.93 per mile, subject to a minimum charge of \$1,026. <ol style="list-style-type: none"> <li>Excess freight not fully loading the last pup will be considered a separate shipment and so rated.</li> </ol> </li> <li>Each two pups or vehicle exceeding 29 feet in length, loaded will be rated at \$6.19 per mile, subject to a minimum charge of \$1,535. <ol style="list-style-type: none"> <li>Excess freight not fully loading the last pup or vehicle exceeding 29 feet in length will be considered a separate shipment and so rated.</li> </ol> </li> </ol> </li> <li>Rates and minimum charges for FedEx National LTL will be: <ol style="list-style-type: none"> <li>Each pup loaded will be rated at \$2.23 per mile, subject to a minimum charge of \$1,003.</li> <li>Each two pups or vehicle exceeding 29 feet in length will be rated at \$2.79 per mile, subject to a minimum charge of \$1,449.</li> <li>Excess freight not fully loading the last pup or vehicle exceeding 29 feet in length will be considered a separate shipment and so rated.</li> </ol> </li> </ol> </li> <li>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: <ol style="list-style-type: none"> <li>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.</li> <li>That quantity of freight which, in the manner loaded, utilized a linear length of 20 feet or more in the pup(s) or 29 feet or more in a vehicle exceeding 29 feet in length and either of the following conditions apply: <ol style="list-style-type: none"> <li>Linear width of the freight is equal to or is greater than 5 feet in the pup(s) or vehicle; or</li> <li>Linear width of the freight is less than 5 feet and no article identical in size and shipping form to the largest article in the shipment can be loaded in the pup(s) or vehicle</li> </ol> </li> <li>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,</li> <li>That quantity of freight consisting of one article loaded in a pup(s) or vehicle when one additional article, weighing the same as or more than the article loaded, cannot be legally loaded.</li> <li>That quantity of freight picked up on equipment other than pup/set that would be defined as a CAPACITY LOAD as defined herein, if such freight was loaded in a pup/set.</li> </ol> </li> <li>Volume Commodity Rated shipments: <ol style="list-style-type: none"> <li>When Volume Commodity Rates or charges are stated in cents per 100 pounds (CWT), each capacity load will be rated at the Truckload or Volume rate at the actual weight or the Truckload or Volume minimum weight, whichever is greater.</li> <li>When Volume Commodity Rates or charges are so stated in cents per mile per pup or doubles trailer or so stated as dollars per pup or doubles trailer and the shipment is loaded on a vehicle exceeding 29 linear feet, the minimum charge will be based on the following formula: When the shipment as tendered: <ol style="list-style-type: none"> <li>Exceeds 29 lineal feet but does not exceed 31 lineal feet <ol style="list-style-type: none"> <li>120% of the published charge or rate</li> </ol> </li> <li>Exceeds 31 lineal feet but does not exceed 35 lineal feet <ol style="list-style-type: none"> <li>135% of the published charge or rate</li> </ol> </li> <li>Exceeds 35 lineal feet but does not exceed 39 lineal feet <ol style="list-style-type: none"> <li>150% of the published charge or rate</li> </ol> </li> <li>Exceeds 39 lineal feet but does not exceed 43 lineal feet <ol style="list-style-type: none"> <li>175% of the published charge or rate</li> </ol> </li> <li>Exceeds 43 lineal feet but does not exceed 53 lineal feet <ol style="list-style-type: none"> <li>200% of the published charge or rate</li> </ol> </li> </ol> </li> <li>When a Volume commodity Rated shipment exceeds 53 lineal feet, that portion in excess of 53 lineal feet will be considered as separate shipment and rated as such.</li> </ol> </li> <li>The provisions of this item may not be used to reduce rates minimum weights or total charges below the otherwise applicable charges on the shipment.</li> <li>When, during one calendar day, two or more shipments 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.</li> </ol>						
404	<p><b>MINIMUM CHARGE – ABSOLUTE</b> (Applicable only when reference is made to this item)</p> <ol style="list-style-type: none"> <li>The absolute minimum charge is \$99 for interstate shipments and \$89 for intrastate shipments, except as provided in Item 404 or as provided in tariffs or contracts.</li> <li>Except as otherwise provided in tariffs or contracts, the absolute minimum charge for shipments moving between points in the contiguous United States on the one hand, and points in Canada in connection with FedEx Freight Canada (FXFC) will be: <ol style="list-style-type: none"> <li><table border="0" data-bbox="300 1690 673 1764"> <tr> <td><b>CANADIAN PROVINCE</b></td> <td><b>AMOUNT</b></td> </tr> <tr> <td>BC, AB, ON, PQ, NB, MB, SK</td> <td>\$129</td> </tr> <tr> <td>NF, NS, PE, YT</td> <td>\$229</td> </tr> </table> </li> </ol> </li> <li>Except as otherwise provided in tariffs or contracts, the absolute minimum charge for Mexico shipments moving between points in the contiguous United States or Canada on the one hand, and points in Mexico in connection with FedEx Freight Mexico (FXFM) on the other hand, will be as provided in Paragraph 1 or 2 for the United States or Canada portion of the move plus an additional charge of \$72.00 for the Mexico portion of the move.</li> <li>Except as otherwise provided in tariffs or contracts, the absolute minimum charge for Alaska shipments moving between points in the contiguous United States or Canada on the one hand, and points in Alaska on the other hand, will be as provided in Paragraph 1 or 2 for the United States or Canada portion of the move plus an additional charge as provided in tariff FXF 303 Item 620 for the Alaska portion of the move.</li> </ol>	<b>CANADIAN PROVINCE</b>	<b>AMOUNT</b>	BC, AB, ON, PQ, NB, MB, SK	\$129	NF, NS, PE, YT	\$229
<b>CANADIAN PROVINCE</b>	<b>AMOUNT</b>						
BC, AB, ON, PQ, NB, MB, SK	\$129						
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**Rules Tariff – U.S. Section 1**

Item	Rule																																		
<p><b>405</b></p>	<p><b>MINIMUM CHARGE – ABSOLUTE</b></p> <ol style="list-style-type: none"> <li>The absolute minimum charge is \$103, except as provided in Item 405 or as provided in tariffs or contracts.</li> <li>Except as otherwise provided in tariffs or contracts, the absolute minimum charge for inter-company shipments will be \$120, however for Massachusetts 3-digit zip codes 025-026 and for New York Metro 3-digit zip codes 100-104, 111-114 and 116 the absolute minimum charge will be \$191.</li> <li>Except as otherwise provided in tariffs or contracts, the absolute minimum charge for intrastate and interstate shipments moving between points WHOLLY within each of the following states: <table border="0" data-bbox="300 325 1201 430"> <tr> <td><u>A. STATE</u></td> <td><u>AMOUNT</u></td> <td><u>STATE</u></td> <td><u>AMOUNT</u></td> <td><u>STATE</u></td> <td><u>AMOUNT</u></td> </tr> <tr> <td>Arizona</td> <td>\$92</td> <td>Idaho</td> <td>\$78</td> <td>Utah</td> <td>\$78</td> </tr> <tr> <td>California</td> <td>\$92</td> <td>Nevada</td> <td>\$92</td> <td>Washington</td> <td>\$92</td> </tr> <tr> <td>Colorado</td> <td>\$78</td> <td>Oregon</td> <td>\$92</td> <td></td> <td></td> </tr> </table> </li> <li>Except as otherwise provided in tariffs or contracts, the absolute minimum charge for shipments moving between points in the contiguous United States on the one hand, and points in Canada in connection with FedEx Freight Canada (FXFC) will be: <table border="0" data-bbox="300 472 673 556"> <tr> <td><u>A. CANADIAN PROVINCE</u></td> <td><u>AMOUNT</u></td> </tr> <tr> <td>AB, BC, MB, SK</td> <td>\$170</td> </tr> <tr> <td>NB, NF, NS, ON, PE, PQ, YT</td> <td>\$256</td> </tr> </table> </li> <li>Except as otherwise provided in tariffs or contracts, the absolute minimum charge for Mexico shipments moving between points in the contiguous United States or Canada on the one hand, and points in Mexico in connection with FedEx Freight Mexico (FXFM) will be: <table border="0" data-bbox="300 598 1339 651"> <tr> <td><u>A. UNITED STATES OR CANADA PORTION OF THE MOVE</u></td> <td>Refer to applicable charge as stated in Paragraph 1, 2, 3 or 4 plus</td> </tr> <tr> <td><u>B. MEXICO PORTION OF THE MOVE</u></td> <td>\$72</td> </tr> </table> </li> </ol>	<u>A. STATE</u>	<u>AMOUNT</u>	<u>STATE</u>	<u>AMOUNT</u>	<u>STATE</u>	<u>AMOUNT</u>	Arizona	\$92	Idaho	\$78	Utah	\$78	California	\$92	Nevada	\$92	Washington	\$92	Colorado	\$78	Oregon	\$92			<u>A. CANADIAN PROVINCE</u>	<u>AMOUNT</u>	AB, BC, MB, SK	\$170	NB, NF, NS, ON, PE, PQ, YT	\$256	<u>A. UNITED STATES OR CANADA PORTION OF THE MOVE</u>	Refer to applicable charge as stated in Paragraph 1, 2, 3 or 4 plus	<u>B. MEXICO PORTION OF THE MOVE</u>	\$72
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<p><b>420</b> (Revised 2-2-09)</p>	<p><b>CARRIER LIABILITY</b></p> <ol style="list-style-type: none"> <li>CARRIER SHALL NOT BE LIABLE for any loss or damage to a shipment or for any delay caused by an act of God, the public enemy, the authority of law, the inherent vice of the goods or the act or default of the shipper. The burden to prove freedom from negligence is on the carrier or the party in possession. IN NO CASE WILL CARRIER BE LIABLE FOR ANY TYPE OF CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES, including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.</li> <li>Customer shall, at its cost and expense, comply with 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 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 any such laws, rules or regulations.</li> <li>Corrected bills of lading or letters of authority to add or change the valuation of any shipment will not be accepted, except as noted in paragraph 5.A herein.</li> <li>Whether new, used or reconditioned articles and regardless of NMFC released, declared or actual value provisions, Carrier's liability for any shipment loss, damage or delay shall not exceed the lesser of the actual value or the applicable liability limitations referenced in this tariff Item 420.</li> <li>Items described in the NMFC and shipped under RELEASED VALUE provisions will be subject to the maximum released value depending on the class listed at the time of shipment. <ol style="list-style-type: none"> <li>When the NMFC offers the Consignor or Consignee the option to declare an actual, declared or released value on the Bill of Lading, and such valuation is NOT declared by the Consignor or Consignee and the shipment is inadvertently accepted by Carrier, charges will be assessed based on the wording of the applicable NMFC item covering the shipment. <ol style="list-style-type: none"> <li>On shipments that are classed based on value, either actual, declared or released, and the NMFC does not advise within the item or its notes how to rate a shipment when such value is not present on the bill of lading, the Carrier will rate at the highest class provided within the item at a maximum liability not to exceed \$5 per pound. Specifically so covered within this item, but not limited to, are NMFC items 149420 and 161850 that will be rated as follows if no value is provided on the bill of lading: <table border="0" data-bbox="414 1186 974 1270"> <tr> <td><u>NMFC Item #</u></td> <td><u>Apply Class</u></td> <td><u>Subject to Maximum Liability of:</u></td> </tr> <tr> <td>149420</td> <td>300</td> <td>\$5 per pound</td> </tr> <tr> <td>161850</td> <td>125</td> <td>\$1 per pound</td> </tr> </table> </li> <li>When a Freight All Kinds (FAK) class or an exception class rating is provided in any tariff governed by the provisions of this tariff for a commodity that has available declared or released value provisions in the NMFC to obtain a lower class, the commodities are released to the lowest declared or released value provided in the NMFC, regardless of the shipment weight or whether rated truckload, LTL, minimum charge or absolute minimum charge.</li> </ol> </li> <li>In lieu of the valuation indicated in the NMFC, valuation, rates and charges on USED or RECONDITIONED articles will be as follows: <ol style="list-style-type: none"> <li>When Consignor or Consignee declares no value or declares an actual or released value of 50 cents or less per pound per package or fails to describe articles as used or reconditioned on the original Bill of Lading: <ol style="list-style-type: none"> <li>Apply 100 percent of the customer's otherwise applicable charges as published in tariffs subject to this item.</li> <li>Carrier's maximum liability shall not exceed 50 cents per pound per package or \$10,000 per incident, whichever is lower.</li> </ol> </li> <li>When Consignor or Consignee requests EXCESS LIABILITY COVERAGE for used or reconditioned articles exceeding 50 cents per pound per package and describes the articles as used or reconditioned on the original Bill of Lading: <ol style="list-style-type: none"> <li>Apply 76 cents per pound per package, subject to a minimum charge of \$125, in addition to 100 percent of the customer's otherwise applicable charges as published in tariffs subject to this item.</li> <li>Consignor or Consignee will indicate on the original bill of lading (Carrier's form) in the designated area under Note 2 that excess liability coverage of \$5 per pound per package has been requested for the used or reconditioned articles. If Consignor or Consignee is using a bill of lading form where no designated area is provided, Consignor or Consignee shall indicate on the original bill of lading in the description of articles section: "Excess liability coverage requested in the amount of \$5 per pound per package."</li> <li>In no event shall Carrier's maximum liability for used or reconditioned articles exceed the actual value or \$5 per pound per package, whichever is less, with a maximum of \$10,000 per incident.</li> </ol> </li> <li>In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall <u>not</u> be included when determining excess liability coverage or Carrier's maximum liability. Additional liability coverage <b>IS NOT AND WILL NOT BE CONSIDERED AS INSURANCE FOR THE CARGO</b>.</li> </ol> </li> <li>Application of this paragraph is only while the shipment is in the Carrier's possession within points within the US and cross border shipments between the US and Canada. Unless EXCESS LIABILITY COVERAGE is requested for NEW articles and so noted as outlined in paragraph 8 herein, Carrier's maximum liability shall be the actual cost of goods supported by certified copy of original invoice not to exceed \$25 per pound per package or \$100,000 per incident, whichever is lower. In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall <u>not</u> be included when determining Carrier's maximum liability.</li> <li>When the Consignor or Consignee requests EXCESS LIABILITY COVERAGE for new articles exceeding \$25 per pound per package, the following charges and provisions will apply: <ol style="list-style-type: none"> <li>Consignor or Consignee will indicate on the original bill of lading (Carrier's form) in the designated area under Note 2 the amount of the excess liability coverage requested for the new articles, not to exceed a maximum of \$50 per pound per package. If Consignor or Consignee</li> </ol> </li> </ol> </li> </ol>	<u>NMFC Item #</u>	<u>Apply Class</u>	<u>Subject to Maximum Liability of:</u>	149420	300	\$5 per pound	161850	125	\$1 per pound																									
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Item	Rule
<p><b>420</b> (cont'd) (Revised 2-2-09)</p>	<p>is using a bill of lading form where no designated area is provided, Consignor or Consignee shall indicate on the original bill of lading in the description of articles section: "Excess liability coverage requested: (total amount of excess coverage requested in dollars per pound, not to exceed a maximum of \$50 per pound per package)."</p> <p>B. Charges for excess liability coverage will be assessed based on 3% of the requested excess liability coverage, subject to a minimum charge of \$55.</p> <p>C. In no event shall Carrier's maximum liability for new articles exceed the actual value of the articles or \$50 per pound per package, whichever is less, with a maximum of \$100,000 per incident. In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall <u>not</u> be included when determining excess liability coverage or Carrier's maximum liability.</p> <p>9. Excess liability coverage is not available for the following:</p> <p>A. Articles with actual, declared or released values as described in the NMFC</p> <p>B. Articles listed in paragraph 6 and 10 herein may not be covered by the excess liability coverage set forth in paragraph 8.</p> <p>C. Excess liability contained within paragraph 8 herein, is expressly disallowed on shipments to points outside of the US, its possessions, or to points located in Canada. Any excess liability to points outside of the US, its possessions or to points located in Canada is the responsibility of the Shipper through the Shipper's own insurer.</p> <p>10. For shipments moving from points in the US to points in Puerto Rico, Hawaii, and/or Alaska and shipments moving from points in Puerto Rico, Hawaii, and/or Alaska to points in the US, the following limitations of cargo liability provisions will apply:</p> <p>A. If loss or damage occurs to goods in transit, Carrier's maximum liability will not exceed the lesser of the actual value supported by a certified copy of the original invoice or the applicable liability limitations referenced in this tariff Item 420.</p> <p>B. If loss or damage occurs to goods in transit before the loading or after the discharge of said goods from the ocean vessel, the Carrier's US domestic liability limitations will apply, except that no excess liability coverage is available and the Carrier's maximum liability will not exceed the lesser of the actual value supported by a certified copy of the original invoice or the applicable liability limitations referenced in this tariff Item 420. In the event that the point of loss or damage cannot be determined, the liability limitations detailed in section 10.A of this item will apply.</p> <p>11. For shipments requiring customs clearance, the Shipper, Consignee, Third Party, 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 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.</p> <p>12. For shipments moving from or to points within Mexico and for shipments moving from or to points in Mexico on the one hand and from or to points in the US on the other, the following limitations of cargo liability provisions will apply:</p> <p>A. If loss or damage occurs to a shipment while within the Border of Mexico, or at a Border Gateway of Mexico, maximum liability will be limited to \$0.50 cents per pound per package or \$5,000 per incident, whichever is lower.</p> <p>B. If the Shipper desires to tender a shipment requiring carrier liability coverage in excess of the \$5,000 maximum liability noted in A above, the Shipper must indicate in writing on the Bill of Lading or service order, as applicable at the time of shipment the total dollar or Mexican peso amount of excess coverage requested. The maximum available carrier excess liability coverage is \$45,000 per shipment for a total of \$50,000 when added to the initial maximum coverage. In no event will Carrier's maximum liability coverage exceed \$0.50 cents per pound per package or \$50,000 whichever is less.</p> <p>1. Application of this provision is only while the shipment is within the Borders of Mexico or at a Border Gateway of Mexico.</p> <p>2. Excess liability coverage is not available for the following:</p> <p>a. Articles with actual, declared or released values as described in the NMFC.</p> <p>b. Articles listed in paragraph 6 of Item 420 herein.</p> <p>C. If loss or damage occurs to a shipment within the Border of the U.S. and not a Border Gateway of Mexico, the Carrier's U.S. domestic liability limitations will apply, except that no excess liability coverage is available and the Carrier's maximum liability will not exceed the lesser of the actual value supported by a certified copy of the original invoice, not to exceed the limitations and exclusion as detailed in Item 420 herein. In the event that the point of loss or damage cannot be determined, the liability limitations detailed in section 9.A or 9.B herein, in the event excess coverage has been declared at time of shipment, of this item will apply. <b>Additional liability coverage IS NOT AND WILL NOT BE CONSIDERED AS INSURANCE FOR THE CARGO.</b></p> <p>D. Charges for excess liability coverage (Mexico) will be assessed based on the following:</p> <p>1. A charge of \$1.06 per each 100 pounds of excess coverage, pro rated accordingly (equal to \$0.01 per pound charge.)</p> <p>2. Subject to a minimum charge of \$53.</p> <p>3. Not to exceed a maximum charge of \$476.</p> <p>E. The parties agree that FedEx Freight will be exempt from any obligation or liability that may arise from:</p> <p>1. Accidents or Acts of God, or from any other reasonable cause that is beyond FedEx Freight control;</p> <p>2. Governmental actions;</p> <p>3. Erasures or scratches caused by electric or magnetic damage or from any other damage to electronic, photographic or any other kind of images;</p> <p>4. Incomplete or inaccurate information stated in the SERVICE ORDER;</p> <p>5. Any of the following: theft, with or without violence, assault, attacks, disruption of public peace, kidnapping, fire, earthquake, revision of the MERCHANDISE at fiscal inspection stations or customs offices run by different administrative authorities and in general any disaster or action, with or without violence which may happen to FedEx Freight, FedEx Freight US, and/or to the CARRIER and by which the conservation, keeping and/or delivery of the MERCHANDISE, total or partial, is prevented, in conditions different to the conditions when it was received.</p> <p>F. FedEx Freight's additional liability with CUSTOMER in case of payment of the additional liability coverage shall only be applicable in the event that FedEx Freight is directly liable for the damage or loss suffered by the MERCHANDISE. In case FedEx Freight is not liable, CUSTOMER shall not have the right to claim that additional coverage payment. Likewise, FedEx Freight shall have at any time the right to refuse the additional coverage and expansion of the liability limit if at its own discretion, considers inconvenient to expand the liability additional coverage. Furthermore, the parties agree that FedEx Freight shall not have any obligation before the CUSTOMER in case the damage or loss that the MERCHANDISE suffers is caused by the events stated in 9.E. of Item 420.</p> <p>13. ANY EFFORT TO REQUEST EXCESS LIABILITY COVERAGE OR DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THIS TARIFF IS NULL AND VOID, AND THE ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A REQUEST FOR EXCESS LIABILITY COVERAGE OR A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THIS TARIFF AS TO SUCH SHIPMENT.</p>

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Item	Rule																																								
421	<p><b>CARRIER LIABILITY - LIMITED TO FAK (FREIGHT ALL KINDS) AND/OR EXCEPTION CLASS RATED SHIPMENTS</b>                      (Applicable only when reference is made to this item)</p> <ol style="list-style-type: none"> <li>When reference is made to this item, Carrier's liability will not exceed the maximum liability per pound for classes provided below.</li> <li>Claims will be based on a per-item or article basis; liability will not be determined on the weight of the entire shipment nor the entire weight of the commodity in question.</li> <li>Carrier's liability will be the same as that of the FAK class, Exception class or class reduction. For example, an actual class 125 reduced to an FAK or Exception class 70 will be subject to the Maximum Value per pound per package for class 70.</li> <li>Carrier's liability for loss or damage to any article(s) or part thereof for which the charges are determined by FAK (Freight of All Kinds) class or Exception class is limited to the (1) actual cost of the goods lost, damaged or destroyed; (2) exclusions or limited liability provisions of the Bill of lading; (3) applicable limited liability provisions of the NMFC; or (4) lowest Released Value shown in the NMFC for the commodity shipped, or \$100,000 per incident per Shipper, whichever is less, subject to the maximums by FAK and/or exception class as shown below.</li> </ol> <table border="1" data-bbox="292 462 1372 714"> <thead> <tr> <th>CLASS</th> <th>MAXIMUM LIABILITY PER POUND PER PACKAGE</th> <th>CLASS</th> <th>MAXIMUM LIABILITY PER POUND PER PACKAGE</th> </tr> </thead> <tbody> <tr><td>50</td><td>\$ 1</td><td>110</td><td>\$ 25</td></tr> <tr><td>55</td><td>\$ 2</td><td>125</td><td>\$ 25</td></tr> <tr><td>60</td><td>\$ 3</td><td>150</td><td>\$ 25</td></tr> <tr><td>65</td><td>\$ 5</td><td>175</td><td>\$ 25</td></tr> <tr><td>70</td><td>\$ 7.50</td><td>200</td><td>\$ 25</td></tr> <tr><td>77.5</td><td>\$ 10</td><td>250</td><td>\$ 25</td></tr> <tr><td>85</td><td>\$ 15</td><td>300</td><td>\$ 25</td></tr> <tr><td>92.5</td><td>\$ 17.50</td><td>400</td><td>\$ 25</td></tr> <tr><td>100</td><td>\$ 25</td><td>500</td><td>\$ 25</td></tr> </tbody> </table> <ol style="list-style-type: none"> <li>In lieu of maximum liability as indicated in the above table, USED or RECONDITIONED items will be subject to a maximum liability of \$0.50 per pound per package or \$10,000 per incident, whichever is lower, regardless of the published FAK (Freight of All Kinds) class or Exception class.</li> <li>There is no excess liability coverage available for published FAK (Freight of All Kinds) class or Exception class pricing referring to this item</li> </ol> <p>Note 1: All liability per pound per package will be subject to a maximum Carrier liability of \$100,000 per incident per Shipper.</p>	CLASS	MAXIMUM LIABILITY PER POUND PER PACKAGE	CLASS	MAXIMUM LIABILITY PER POUND PER PACKAGE	50	\$ 1	110	\$ 25	55	\$ 2	125	\$ 25	60	\$ 3	150	\$ 25	65	\$ 5	175	\$ 25	70	\$ 7.50	200	\$ 25	77.5	\$ 10	250	\$ 25	85	\$ 15	300	\$ 25	92.5	\$ 17.50	400	\$ 25	100	\$ 25	500	\$ 25
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430	<p><b>COLLECT ON DELIVERY (COD) SHIPMENTS</b></p> <ol style="list-style-type: none"> <li>When a shipment is tendered to Carrier and is identified as a COD shipment, the following charges and provisions will apply:                     <ol style="list-style-type: none"> <li>The maximum COD amount shall not exceed \$99,999.99.</li> <li>The COD amount is subject to a fee of 6.0% with a \$75 minimum charge.</li> <li>An additional \$25 charge shall be made for changes to the terms and conditions of the COD shipment.</li> <li>Unless otherwise stated on the bill of lading, COD fees and charges will be collected from the Consignee.</li> </ol> </li> <li>The Consignor must clearly provide and specify the following:                     <ol style="list-style-type: none"> <li>The letters "COD" will be placed immediately before the name of the Consignee and across the face of the bill of lading.</li> <li>The bill of lading containing all remittance information, that is:                             <ol style="list-style-type: none"> <li>COD amount, which shall include only product cost.</li> <li>Remit-to name, street, city, state and zip code.</li> <li>Identify the party responsible for the COD charges shown above, Consignor or Consignee.</li> <li>Acceptable form of payment (see Paragraph 3 herein).</li> </ol> </li> <li>Each package is to be plainly marked showing the letters "COD".</li> </ol> </li> <li>The COD amount, COD fees and all applicable freight charges will be collected at time of delivery and will be subject to the following:                     <ol style="list-style-type: none"> <li>Acceptable forms of payment for COD amounts, fees and charges from the Consignee are:                             <ol style="list-style-type: none"> <li>Cash, up to \$500.</li> <li>Company check, personal check, money order, cashier's check or certified check will be accepted unless Consignor specifies in writing that certified funds are required.</li> <li>When Consignor requests certified funds, Carrier will accept cashier's check, certified check or money order.</li> <li>No more than three (3) payment instruments will be accepted for any individual COD shipment.</li> <li>Carrier requires a separate check or instrument for its COD fee and freight charges but may request cash or certified funds.</li> <li>The COD amount will be collected in U.S. dollars unless otherwise stated on the bill of lading.</li> <li>When Consignor fails to specify acceptable form of payment, Carrier may accept any form of payment listed herein.</li> </ol> </li> <li>Endorsing or depositing of the payment instrument(s) by the Consignor or Payee signifies acceptance of the payment instrument(s) and Carrier liability ends.</li> </ol> </li> <li>Carrier will remit each COD amount collected directly to the Consignor (or Payee if other than Consignor), within 15 days after delivery.</li> <li>Collection of COD amounts will be subject to the following:                     <ol style="list-style-type: none"> <li>Carrier accepts COD amounts only as the agent to the Consignor and is responsible and limited to the exercise of due care and diligence in forwarding such amounts to the Consignor or Payee via U.S. Mail or FedEx Express.</li> <li>Carrier will not be liable for collection and remittance of the COD amount if the Consignor does not adhere to requirements outlined in this tariff item, or if shipment is refused by Consignee.</li> <li>Carrier will accept changes from the Consignor prior to delivery, and will make a good faith effort to accomplish the requested changes, but Carrier shall not be liable for any discrepancy in the COD collection or remittance of amount to the Consignee, Consignor or Payee.</li> <li>Carrier will not be liable for COD amount not collectible as a result of stop payment, insufficient funds, invalid signature, lost or stolen instruments, uncollected funds, forgery, fraudulent or counterfeit instruments, post dated checks or any other reason beyond Carrier's control, even when Carrier is specified as the Payee on COD check.</li> <li>Carrier will not be liable for accepting a facially valid and specified form of payment and will not be liable or obligated to take independent steps to verify the instrument(s).</li> </ol> </li> <li>COD shipments will not be accepted if:                     <ol style="list-style-type: none"> <li>COD packages are tendered on the same bill of lading with packages which are not COD.</li> <li>Instructions require COD amount to be collected from a party other than the Consignee.</li> <li>The freight is subject to inspection or testing by Consignee.</li> <li>Partial delivery is requested.</li> <li>Instructions require multiple COD amounts.</li> <li>Instructions require payments to be remitted to more than one Payee.</li> </ol> </li> </ol>																																								

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Item	Rule
430 (cont'd)	<p>G. COD shipment is not destined to a point within the United States or Canada or Puerto Rico.</p> <p>H. COD shipment is destined to New York Zip Code prefixes 100 through 104, 111 through 114 and 116.</p> <p>7. If, for any reason, the Consignor/Consignee does not adhere to the bill of lading requirements outlined herein, the Carrier shall not be liable to the Consignor or Consignee whatsoever.</p> <p>8. In the event Carrier fails to follow through and collect the COD amount to be provided by Part 2 above, Carrier liability for such amount will end at the expiration of a six (6) month period from date shipment tendered to Carrier.</p> <p>9. Performance of the COD service does not make Carrier an agent of the Shipper for any purpose whatsoever, including, but not limited to, completion of the sale of goods by the Shipper to the Consignee.</p>
435	<p><b>COLLECTION OF CHARGES AND EXTENSION OF CREDIT</b></p> <p>1. COLLECTION OF CHARGES accruing, and responsibility for payment of all freight charges, are due and payable to Carrier, subject to the following provisions:</p> <p>A. For prepaid shipments, charges are due and payable by the Consignor, at the time the prepaid shipment is tendered by the Consignor.</p> <p>B. For collect shipments, charges are due and payable by the Consignee at the time the collect shipment is received by the Consignee.</p> <p>C. For accessorial services, at the time any accessorial service is requested or possession of the shipment involved, or any part thereof, is relinquished by Carrier.</p> <p>D. For third party shipments, charges are due and payable by the party shown on the original bill of lading as the Payor of the freight charges, upon presentation of a freight bill (see Paragraph 3 herein).</p> <p>E. No shipment will be accepted when the linehaul charges are partially prepaid or partially collect.</p> <p>F. Freight charges must be prepaid on all shipments consigned to trade or traveling shows, fairs or exhibits.</p> <p>G. Freight charges must be prepaid on export shipments, except as follows:</p> <p>1. Shipments moving on government bills of lading.</p> <p>2. Shipments destined to Canada, or to Mexico when freight charges are guaranteed by the Consignor or when established credit and guarantee of charges have been secured with the U.S. domestic Consignee or freight forwarder.</p> <p>H. Except as otherwise provided, shipments must be prepaid when destined to New York Zip Code prefixes 100 through 104, 111 through 114 and 116.</p> <p>I. Except as otherwise provided, rates and charges contained herein are expressed in U.S. Currency.</p> <p>J. Except as otherwise provided, payment of freight charges will be in U.S. Currency.</p> <p>2. EXTENSION OF CREDIT for charges accruing may be provided to Consignor/Consignee as follows:</p> <p>A. Presentation of freight charges may be by U.S. Mail, Electronic Data Interchange (E.D.I.), or by other acceptable methods.</p> <p>B. Extension of Credit, excluding Saturdays, Sundays and legal holidays, will be as follows:</p> <p>1. Outbound Prepaid – 15 days from shipment date.</p> <p>2. Outbound Collect – 15 days from delivery date.</p> <p>3. Additional Charges after freight relinquished – 30 days from presentation of the subsequently issued freight bill.</p> <p>C. Payment may be by valid check, draft, money order, Electronic Funds Transfer (EFT), Automatic Clearing House (ACH), or other acceptable methods including cash up to \$500.</p> <p>D. When payment is by wire transfer, the following charge will apply:</p> <p>1. For Domestic, \$21 for each wire transfer transaction.</p> <p>2. For International, \$29 for each wire transfer transaction.</p> <p>3. When a Third Party (a party other than the Consignor/Consignee or its freight payment processor) is shown on the bill of lading as being responsible for the payment of freight charges, the shipment will be subject to the following provisions:</p> <p>A. Shipment will be billed as "prepaid".</p> <p>B. Consignor does not execute Section 7 of the bill of lading.</p> <p>C. Consignor has established credit with originating Carrier.</p> <p>D. Consignor guarantees to pay all accrued charges if the Third Party fails to do so within the time allowed.</p> <p>E. Name and address of Third Party must be clearly shown on the original bill of lading.</p> <p>4. When checks or similar instruments tendered Carrier are returned to Carrier unpaid, the following service charge will apply:</p> <p>A. \$55 for each check or similar instrument.</p> <p>5. If the Carrier is forced to utilize an outside collection source, the following provisions will apply:</p> <p>A. Revocation of all applicable discounts and allowances, resulting in collection of gross charges.</p> <p>6. Any attempt to discharge an outstanding debt to Carrier by marking a payment of less than full outstanding balance "Paid in Full" or "Accord and Satisfaction" or similar language will be null and void.</p> <p>7. Payments made on a debtor's account may be applied to any unpaid invoice issued on that account.</p>
470	<p><b>CONTROL AND EXCLUSIVE USE OF PUP/SET OR VEHICLE</b></p> <p>1. Except as provided in Paragraph 2 herein, Carrier has CONTROL of the pup/set or vehicle with the unrestricted right to the following:</p> <p>A. Select the pup or set for the transportation of a shipment.</p> <p>B. Transfer the shipment to another pup/set.</p> <p>C. Load other freight on the same pup/set.</p> <p>D. Remove locks or seals applied to the pup/set.</p> <p>2. When Consignor/Consignee requests a pup/set or vehicle to be devoted exclusively to a shipment, or when the bill of lading or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, the following provisions will apply:</p> <p>A. The following EXCLUSIVE USE transportation charges will apply:</p> <p>1. HGB 105 Mileage Guide will be used to determine mileage from origin to destination.</p> <p>2. Rates and minimum charges will be:</p> <p>a. Each pup loaded will be rated at \$4.44 per mile, subject to a \$1,648 minimum charge.</p> <p>b. Each two pups or vehicle loaded will be rated at \$6.66 per mile, subject to a \$2,195 minimum charge.</p> <p>B. Request for such service shall be in writing or placed on the bill of lading.</p> <p>C. Locks or seals applied to a pup/set will not be broken. In the event a lock or seal has been removed, the Carrier will re-lock or re-seal the pup/set or vehicle and notate the reason for removal. No freight will be added to the pup/set except at the instruction of the Consignor/Consignee.</p> <p>D. When the request for EXCLUSIVE USE is made after the shipment has been received by Carrier, Carrier will make a good faith effort to intercept the shipment and convert it on an EXCLUSIVE USE shipment. Such request must be in writing and will be made part of the bill of</p>

(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule																				
470 (cont'd)	<p>lading contract. The requesting party must guarantee charges. EXCLUSIVE USE charges will apply from the point of interception to ultimate destination.</p> <p>E. EXCLUSIVE USE shipments will not be permitted on Stop-offs, split pickups, split deliveries, or when Section 7 of the bill of lading has been signed.</p> <p>F. The provisions of this item may not be used to reduce rates, minimum weights or total charges below the otherwise applicable charges on the shipment.</p>																				
480	<p><b>CUSTOMS OR INBOND FREIGHT</b></p> <ol style="list-style-type: none"> <li>When shipments move under U.S. Customs Bond for U.S. Customs Clearance at a point in the United States, the following charges will apply per shipment:             <ol style="list-style-type: none"> <li>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:                 <ol style="list-style-type: none"> <li>\$3.26 per cwt., subject to a minimum charge of \$64. Maximum charge per pup or vehicle will be \$302.                     <ol style="list-style-type: none"> <li>Includes freight moving from site to initial pickup to another site for Customs clearance prior to departure from port facilities.</li> <li>For movements requiring the use of more than one trailer, each trailer will be considered a separate shipment when determining charges under this item.</li> </ol> </li> </ol> </li> <li>The Consignor/Consignee's line haul 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.                 <ol style="list-style-type: none"> <li>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.</li> </ol> </li> <li>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.</li> <li>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 payment 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.</li> <li>Each IT Permit (Immediate Transportation Permit) 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.</li> </ol> </li></ol>																				
500	<p><b>DETENTION</b></p> <ol style="list-style-type: none"> <li>When Carrier's pup/set 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 pup/set or vehicle is loaded or unloaded and is available for movement.</li> <li>Free time will begin when Carrier notifies Consignor/Consignee that the pup/set is available for loading or unloading.</li> <li>The following DETENTION charges will apply:             <ol style="list-style-type: none"> <li>For DETENTION with Power, the following charges and provisions will apply:                 <ol style="list-style-type: none"> <li>\$37.10 per pup for each 15 minutes or fraction thereof, subject to a minimum charge of \$66.</li> <li>Free time will be determined as follows:                     <table border="1" data-bbox="349 1129 1128 1381"> <thead> <tr> <th><u>WEIGHT PER STOP</u></th> <th><u>FREE TIME PER STOP</u></th> </tr> </thead> <tbody> <tr> <td>a.1. Less than 2,500 lbs.</td> <td>30 minutes (½ hour)</td> </tr> <tr> <td>a.2. 2,500 through 4,999 lbs.</td> <td>60 minutes (1 hour)</td> </tr> <tr> <td>a.3. 5,000 through 7,499 lbs.</td> <td>90 minutes (1 ½ hours)</td> </tr> <tr> <td>a.4. 7,500 through 9,999 lbs.</td> <td>120 minutes (2 hours)</td> </tr> <tr> <td>a.5. 10,000 through 19,999 lbs.</td> <td>180 minutes (3 hours)</td> </tr> <tr> <td>a.6. 20,000 through 27,999 lbs.</td> <td>240 minutes (4 hours)</td> </tr> <tr> <td>a.7. 28,000 through 35,999 lbs.</td> <td>300 minutes (5 hours)</td> </tr> <tr> <td>a.8. 36,000 through 43,999 lbs.</td> <td>360 minutes (6 hours)</td> </tr> <tr> <td>a.9. 44,000 lbs. or more</td> <td>420 minutes (7 hours)</td> </tr> </tbody> </table> <ol style="list-style-type: none"> <li>Non-working periods, such as meal, coffee or rest breaks, not exceeding one hour, will be excluded from the computation of free time.</li> </ol> </li> </ol> </li> <li>Charges will accrue to the Consignor in the case of loading or to the Consignee in the case of unloading, regardless of whether linehaul charges are prepaid or collect.</li> <li>When loading or unloading is not completed by the end of the business day, Consignor/Consignee has the option to:             <ol style="list-style-type: none"> <li>Request pup/set or vehicle without power remain. Free time will cease, and DETENTION without Power will begin with applicable free time.</li> <li>Request pup/set or vehicle leave the site and return the next business day when loading or unloading will resume. Free time will be suspended until pup/set is returned. Storage and redelivery charges will apply without additional free time.</li> </ol> </li> <li>DETENTION with Power will also apply when Carrier assists in loading, unloading, counts or checks the freight whether the power remains or not.</li> <li>For DETENTION without Power, the following charges and provisions will apply:             <ol style="list-style-type: none"> <li>\$101 per pup or vehicle for each 24-hour period or fraction thereof, excluding non-business days. Charges cease when the Customer notifies Carrier that the equipment is available to Carrier.</li> <li>Free time will be determined as follows:                 <ol style="list-style-type: none"> <li>24 hours, excluding non-business days.</li> </ol> </li> <li>Subject to availability of equipment, Carrier will spot pup/set 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.</li> <li>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 pup/set 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.</li> <li>Carrier responsibility for safeguarding shipments will begin when Carrier takes possession of a pup/set or vehicle loaded by Consignor, and will end when Carrier spots pup/set or vehicle for unloading by Consignee, as the case may be.</li> </ol> </li> </ol> </li></ol>	<u>WEIGHT PER STOP</u>	<u>FREE TIME PER STOP</u>	a.1. Less than 2,500 lbs.	30 minutes (½ hour)	a.2. 2,500 through 4,999 lbs.	60 minutes (1 hour)	a.3. 5,000 through 7,499 lbs.	90 minutes (1 ½ hours)	a.4. 7,500 through 9,999 lbs.	120 minutes (2 hours)	a.5. 10,000 through 19,999 lbs.	180 minutes (3 hours)	a.6. 20,000 through 27,999 lbs.	240 minutes (4 hours)	a.7. 28,000 through 35,999 lbs.	300 minutes (5 hours)	a.8. 36,000 through 43,999 lbs.	360 minutes (6 hours)	a.9. 44,000 lbs. or more	420 minutes (7 hours)
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**Rules Tariff – U.S. Section 1**

<b>Item</b>	<b>Rule</b>
<b>510</b>	<p><b>DRAYAGE SERVICE – LAREDO, TX</b></p> <ol style="list-style-type: none"> <li>When Carrier provides or arranges drayage service between Laredo, TX and Nuevo Laredo Tamaulipas, Mexico, the following charges will apply:               <ol style="list-style-type: none"> <li>\$116 per shipment when using bridge at Laredo. (DYMx)</li> <li>\$159 per shipment when using bridge at Colombia. (DYMC)</li> </ol> </li> <li>When Carrier provides or arranges to position an empty pup or vehicle for crossing the border via either the Laredo bridge or the Columbia bridge, the charge for such positioning will be \$79 per empty pup or vehicle (DYEM).</li> </ol>
<b>520</b>	<p><b>EXHIBITION PARAPHERNALIA &amp; EXHIBITION SITES</b></p> <ol style="list-style-type: none"> <li>Apply Class 150 on Exhibition Paraphernalia, Items 154630 through 154638, in lieu of the class rating in the NMFC.</li> <li>Shipments picked up or delivered to exhibition sites will be subject to the following rating and charges:               <ol style="list-style-type: none"> <li>The shipment will be rated at the greater of: class 150; actual class; or the applicable exception class.</li> <li>\$78 per shipment additional charge, except shipments picked up or delivered to Jacob K. Javits Convention Center, Pier 92 Convention Center, Pier 94 Convention Center, McCormick Place, Chicago, IL or Cobo Hall, Detroit, MI which receive an additional charge of \$17.40 per cwt subject to a minimum charge of \$260 per shipment.</li> </ol> </li> <li>Freight charges must be prepaid on all shipments consigned to tradeshow or exhibition sites.</li> </ol>
<b>530</b>	<p><b>EXTREME LENGTH</b></p> <ol style="list-style-type: none"> <li>When shipments contain any shipping unit or piece with a dimension exceeding 15 feet in length, the following charges will apply:               <ol style="list-style-type: none"> <li>\$55 per shipment, in addition to the otherwise applicable rates and charges.</li> </ol> </li> <li>This item will not apply on shipments subject to EXCLUSIVE USE, CAPACITY LOAD or CUBIC CAPACITY AND DENSITY rules, or to TL or volume rates and charges.</li> <li>Provisions of this item not applicable on Intra Mexico shipments.</li> </ol>
<b>560</b>	<p><b>EXTRA LABOR</b></p> <ol style="list-style-type: none"> <li>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:               <ol style="list-style-type: none"> <li>\$67 per person for each hour or fraction thereof, subject to a minimum charge of \$266.</li> </ol> </li> <li>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.</li> <li>Provisions of this item will not apply on Sundays and Holidays. See Item 753 for application.</li> </ol>
<b>561</b>	<p><b>OVERWEIGHT SERVICES</b></p> <ol style="list-style-type: none"> <li>When Carrier is requested to perform service, such as, but not limited to off loading another Carrier/Shipper pup/set or vehicle at a scale location, the following charges will apply:               <ol style="list-style-type: none"> <li>If during normal business hours, \$67 per person for each hour or fraction thereof, subject to a minimum charge of \$266.</li> <li>If during non-business hours and/or non-business days as defined in Item 115 herein, \$110 per person per hour or fraction thereof, subject to a minimum charge of \$266 per person for non-business hours and \$411 per person for non-business days.</li> <li>Charges will be computed from the time Carrier departs its service center until its return thereto.</li> </ol> </li> <li>Party requesting the above services will provide Letter of Authority (LOA) prior to Carrier performing above service so stating the responsible party for paying the above charges or providing credit card information for payment of such services.</li> <li>Carrier liability will be limited to not greater than \$0.50 per pound per incident.</li> <li>If Carrier is to hold overweight shipment at Carrier's service center for pickup, cross dock handling charges as so stated in Item 565 will be applicable in addition to the above charges.</li> <li>If Carrier is to forward overweight shipment from Carrier's service center to another delivery point, this service will be handled as an LTL shipment with applicable LTL line haul charges in addition to the above charges. A Letter of Authority (LOA) so stating delivery information and responsible party for payment of LTL charges will be required before shipment can depart the Carrier's original service center.</li> <li>By no means will the act of the Carrier performing the above services be construed to mean that the Carrier will become party to existing contracts that involved the original shipment by the other Carrier/Shipper whose vehicle is being off loaded.</li> <li>Carrier is not obligated to perform such services as so stated, even though they may be requested.</li> </ol>
<b>565</b>	<p><b>HANDLING CHARGE</b></p> <ol style="list-style-type: none"> <li>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:               <ol style="list-style-type: none"> <li>\$5.18 per cwt., subject to a minimum charge of \$40.80.</li> </ol> </li> <li>Unless otherwise indicated, charges will be payable by the party responsible for payment of the linehaul charges.</li> </ol>
<b>566</b>	<p><b>INSIDE PICKUP OR DELIVERY</b></p> <ol style="list-style-type: none"> <li>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 pup/set or vehicle, the following charges will apply:               <ol style="list-style-type: none"> <li>\$7.38 per cwt., subject to a minimum charge of \$77. Maximum charge will be \$781 per pup or vehicle, per shipment.</li> </ol> </li> <li>Service will be provided to floors above or below the level accessible to Carrier's pup/set or vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to Carrier.</li> <li>Charges apply wherever and whenever the service is performed.</li> </ol>



**Rules Tariff – U.S. Section 1**

Item	Rule						
<b>570</b>	<b>FUEL SURCHARGE</b>						
	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 line haul transportation, and other services which consume fuel, in tariffs or contracts making reference to this tariff, will be increased by the percentage shown below to reflect changing fuel costs.						
	2. LTL & TL rated shipments will be subject to the same percentage of Fuel Surcharge.						
	WHEN THE EIA FUEL INDEX IS AT LEAST:	THE LTL & TL FUEL SURCHARGE WILL BE:	WHEN THE EIA FUEL INDEX IS AT LEAST:	THE LTL & TL FUEL SURCHARGE WILL BE:	WHEN THE EIA FUEL INDEX IS AT LEAST:	THE LTL & TL FUEL SURCHARGE WILL BE:	
		115	1.1%	185	7.1%	247	11.7%
		120	1.4%	186	7.1%	248	11.8%
		125	1.6%	187	7.2%	249	11.9%
		126	1.6%	188	7.3%	250	11.9%
		127	1.6%	189	7.4%	251	12.0%
		128	1.7%	190	7.4%	252	12.1%
		129	1.7%	191	7.5%	253	12.2%
		130	1.8%	192	7.6%	254	12.2%
		131	2.0%	193	7.7%	255	12.3%
		132	2.0%	194	7.7%	256	12.4%
		133	2.1%	195	7.8%	257	12.5%
		134	2.2%	196	7.9%	258	12.5%
		135	2.3%	197	8.0%	259	12.6%
		136	2.4%	198	8.0%	260	12.7%
		137	2.5%	199	8.1%	261	12.8%
		138	2.6%	200	8.2%	262	12.8%
		139	2.7%	201	8.3%	263	12.9%
		140	2.8%	202	8.3%	264	13.0%
		141	2.9%	203	8.4%	265	13.1%
		142	3.0%	204	8.5%	266	13.1%
		143	3.1%	205	8.6%	267	13.2%
		144	3.2%	206	8.6%	268	13.3%
		145	3.2%	207	8.7%	269	13.4%
		146	3.3%	208	8.8%	270	13.4%
		147	3.4%	209	8.9%	271	13.5%
		148	3.5%	210	8.9%	272	13.6%
		149	3.6%	211	9.0%	273	13.7%
		150	3.7%	212	9.1%	274	13.7%
		151	3.8%	213	9.2%	275	13.8%
		152	3.9%	214	9.2%	276	13.9%
		153	4.0%	215	9.3%	277	14.0%
		154	4.1%	216	9.4%	278	14.0%
		155	4.2%	217	9.5%	279	14.1%
		156	4.3%	218	9.5%	280	14.2%
		157	4.4%	219	9.6%	281	14.3%
		158	4.5%	220	9.7%	282	14.3%
		159	4.6%	221	9.8%	283	14.4%
		160	4.7%	222	9.8%	284	14.5%
		161	4.8%	223	9.9%	285	14.6%
		162	5.0%	224	10.0%	286	14.6%
		163	5.0%	225	10.1%	287	14.7%
		164	5.1%	226	10.1%	288	14.8%
		165	5.3%	227	10.2%	289	14.9%
	166	5.3%	228	10.3%	290	14.9%	
	167	5.4%	229	10.4%	291	15.0%	
	168	5.6%	230	10.4%	292	15.1%	
	169	5.6%	231	10.5%	293	15.2%	
	170	5.7%	232	10.6%	294	15.2%	
	171	5.9%	233	10.7%	295	15.3%	
	172	5.9%	234	10.7%	296	15.4%	
	173	6.1%	235	10.8%	297	15.5%	
	174	6.2%	236	10.9%	298	15.5%	
	175	6.2%	237	11.0%	299	15.6%	
	176	6.3%	238	11.0%	300	15.7%	
	177	6.4%	239	11.1%	302	15.8%	
	178	6.5%	240	11.2%	304	15.8%	
	179	6.5%	241	11.3%	306	15.9%	
	180	6.7%	242	11.3%	308	16.0%	
	181	6.8%	243	11.4%	310	16.1%	
	182	6.8%	244	11.5%	312	16.1%	
	183	6.9%	245	11.6%	314	16.2%	
	184	7.0%	246	11.6%	316	16.3%	

(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule					
570 (cont'd)	WHEN THE EIA FUEL INDEX IS AT LEAST:	THE LTL & TL FUEL SURCHARGE WILL BE:	WHEN THE EIA FUEL INDEX IS AT LEAST:	THE LTL & TL FUEL SURCHARGE WILL BE:	WHEN THE EIA FUEL INDEX IS AT LEAST:	THE LTL & TL FUEL SURCHARGE WILL BE:
	318	16.4%	380	19.1%	442	22.2%
	320	16.4%	382	19.2%	444	22.3%
	322	16.5%	384	19.3%	446	22.4%
	324	16.6%	386	19.4%	448	22.5%
	326	16.7%	388	19.5%	450	22.6%
	328	16.7%	390	19.6%	452	22.7%
	330	16.8%	392	19.7%	454	22.8%
	332	16.9%	394	19.8%	456	22.9%
	334	17.0%	396	19.9%	458	23.0%
	336	17.0%	398	20.0%	460	23.1%
	338	17.1%	400	20.1%	462	23.2%
	340	17.2%	402	20.2%	464	23.3%
	342	17.3%	404	20.3%	466	23.4%
	344	17.3%	406	20.4%	468	23.5%
	346	17.4%	408	20.5%	470	23.6%
	348	17.5%	410	20.6%	472	23.7%
	350	17.6%	412	20.7%	474	23.8%
	352	17.7%	414	20.8%	476	23.9%
	354	17.8%	416	20.9%	478	24.0%
	356	17.9%	418	21.0%	480	24.1%
	358	18.0%	420	21.1%	482	24.2%
	360	18.1%	422	21.2%	484	24.3%
	362	18.2%	424	21.3%	486	24.4%
	364	18.3%	426	21.4%	488	24.5%
	366	18.4%	428	21.5%	490	24.6%
	368	18.5%	430	21.6%	492	24.7%
	370	18.6%	432	21.7%	494	24.8%
372	18.7%	434	21.8%	496	24.9%	
374	18.8%	436	21.9%	498	25.0%	
376	18.9%	438	22.0%	500	25.1%	
378	19.0%	440	22.1%	**		
<p>** The fuel surcharge will increase one-tenth of one percentage point for every two points on the EIA Fuel Index above 500. For example, when the index is at least 502 but less than 504, the surcharge will be 25.2%; when the index is at least 504 but less than 506, the surcharge will be 25.3%.</p> <p>Note 1: The EIA (Energy Information Administration) fuel cost is updated on the first business day of each week and may be determined by calling the EIA hotline at: 1.202.586.6966. The applicable surcharge will become effective on the Wednesday immediately following.</p> <p>Note 2: Fuel surcharge in this tariff will not apply to tariffs FXF 300 and 303.</p> <p>Note 3: Fuel surcharge percentages and associated trigger points are subject to change at any time without notice.</p>						
578	<p><b>SHIPPER LOAD OR CONSIGNEE UNLOAD</b></p> <p>1. In lieu of pickup or delivery service as provided in Item 750 and when convenient for Customer and Carrier, Customer may load/unload Carrier's trailers or vehicles, under the following conditions:</p> <p>A. SHIPPER LOAD – When prearranged with Carrier's local operations, Carrier will spot or drop trailer at the Shipper's loading facility so the Shipper may load the trailers or vehicles at its convenience. Any discrepancy on those shipments tendered under the Shipper Load and Count arrangement will be handled in the following manner:</p> <ol style="list-style-type: none"> <li>1. At pick-up, Carrier will include "SL&amp;C" on the bill of lading, indicating that the Shipper counted and loaded the shipment without Carrier's driver present. The Shipper will properly block and brace the freight. Carrier's failure to note "SL&amp;C" on the bill of lading will not affect the liabilities of the parties, if the Shipper has in fact performed the counting and loading without a representative from Carrier present.</li> <li>2. Carrier will provide seals for security purposes to the Shipper when requested. Failure to seal a load will not affect the terms and conditions outlined in Item 578.</li> <li>3. Carrier will notify the Shipper's representative by auto-fax of any exceptions within 24 hours of first unloading. This will not include weekends or holidays. Carrier cannot be liable for uncountable palletized orders, picked up and delivered with wrap intact.</li> <li>4. Shortage claims filed will be thoroughly investigated. Carrier will work with the Shipper to use overage, as mutually agreeable, to offset their liability on valid claims.</li> <li>5. Shortages will be reported as above. The Shipper will advise Carrier disposition of any merchandise that could or should be applied to a valid shortage. In the event of a Shipper caused shortage, the Shipper will allow Carrier to adjust the Bill of Lading accordingly to reflect actual piece count and weight.</li> <li>6. Carrier will accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is one of the concealed nature. In this respect, any claim following will be settled based on the findings of the investigation.</li> <li>7. Carrier can be responsible for handling units only as applicable and to the extent that a piece count can be verified. Individual item numbers and P.O. shortages at delivery shall not be deemed as shortages against Carrier when the handling unit count matches the amount properly reported as received on the SL&amp;C trailer.</li> <li>8. Carrier will not decline liability of claims just because the bill of lading is noted "SL&amp;C". The burden is Carrier's to either provide a clear proof of delivery, a properly reported exception or payment of the claim. The Shipper agrees not to file claims when discrepancies have been properly reported.</li> </ol>					

(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule
578 (cont'd)	<p>B. CONSIGNEE UNLOAD – Carrier will drop or spot trailers or vehicles at the Consignee’s facility so the receiver may unload the trailers or vehicles. Any discrepancy on those shipments tendered, as CONSIGNEE UNLOAD will be handled in the following manner unless a separate agreement is already established and signed in place:</p> <ol style="list-style-type: none"> <li>1. Carrier agrees to spot or drop trailers or vehicles at Consignee’s place of business for the purpose of Consignee to complete the unloading process within normal free time or otherwise agreed to in writing.</li> <li>2. Consignee will not utilize Carrier’s equipment for any use other than the express purpose of unloading.</li> <li>3. When the Consignee fails to report to Carrier’s local service center that equipment is empty and available to Carrier for removal, it will be subject to detention rules and charges.</li> <li>4. Consignee will accept liability for any and all damages occurring to Carrier’s equipment, or for the loss of Carrier’s equipment, while in its physical possession, other than normal wear and tear or an Act of God. Consignee will promptly reimburse Carrier for the cost of repairing or replacing such equipment.</li> <li>5. Carrier will note CONSIGNEE UNLOAD on the delivery receipt, indicating that the Consignee unloaded and counted the shipments without Carrier’s driver present. Carrier’s failure to note CONSIGNEE UNLOAD on the delivery receipts will not affect the liabilities of the parties, if the Consignee has in fact performed the counting and unloading without a representative from Carrier present.</li> <li>6. Carrier will provide sealed trailers with the Carrier’s seal number documented for security purposes. Failure to seal a load will not affect the terms and conditions outlined in this item.</li> <li>7. Delivery receipts will be signed by the Consignee at the time the trailer is dropped for unloading, or if not operationally feasible, will be available to Carrier no more than 24 hours after delivery.             <ol style="list-style-type: none"> <li>a. The Consignee agrees to notify Carrier by fax on a mutually approved form of any exceptions within 24 hours of the trailer being dropped. This will not include weekends or holidays. Carrier shall not be liable for exceptions reported after 24 hours of trailer being dropped.</li> <li>b. Notice of any exception is to be faxed on the mutually approved form to the attention of the local service center’s OS&amp;D associate.</li> </ol> </li> <li>8. Carrier shall not be liable for uncountable palletized orders, picked up and delivered with shrink wrap intact or for Shipper Load and Count orders that have been properly reported to the Shipper at first unloading.</li> <li>9. Carrier shall only be responsible for handling units as signed for and tendered by Shipper. Individual item numbers and purchase order shortages shall not be deemed shortages against Carrier when the handling unit count matches the amount signed for at time of Pickup, or as applicable, properly reported as received on a Shipper Load and Count trailer.</li> <li>10. Shipments tendered to the Consignee to be unloaded at their convenience are to be secured by the Consignee in a manner to prevent theft. Carrier will not be held responsible for stolen product while in the possession of the Consignee.</li> <li>11. Carrier agrees not to decline liability of claims just because the delivery receipt is noted CONSIGNEE UNLOAD. The burden is Carrier’s to provide a clear proof of delivery when the documents are returned to the Carrier. It is the Consignee’s responsibility to provide a properly reported discrepancy with dated fax confirmation for payment of the claim. The Consignee agrees not to file claims when discrepancies have not been properly reported.</li> <li>12. The Consignee will accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is of the concealed nature reported within 15 days of the trailer being spotted for unloading. In this respect, concealed damage claims will be settled based on supporting facts and merits of the investigation.</li> </ol>
580	<p><b>MARKING OR TAGGING FREIGHT</b> (Exception to NMFC Item 580)</p> <ol style="list-style-type: none"> <li>1. The provisions of NMFC item 580 will apply, except as follows:             <ol style="list-style-type: none"> <li>A. When the Consignor/Consignee requests, or when required to conform to NMFC item 580, governing publications or this Tariff, to change, alter or add marks, tags, labels or stencils on any package or piece of freight, MARKING OR TAGGING charges will apply as follows:                 <ol style="list-style-type: none"> <li>1. \$3.54 per package or piece of freight, subject to a minimum charge of \$50 per shipment.</li> </ol> </li> <li>B. Shipments received at steamship piers on import, coastwise or inter-coastal traffic may be accepted without being marked, stenciled or tagged with the name and address of the Consignee, when each piece or package bears a symbol or stencil, and when such symbol is keyed with the name and address of Consignee as shown on Bill of Lading or other shipping document.</li> </ol> </li> </ol>
610	<p><b>MINIMUM CHARGE</b></p> <ol style="list-style-type: none"> <li>1. The minimum charge for a shipment will apply as follows:             <ol style="list-style-type: none"> <li>A. The applicable rate for each article multiplied by the actual weight of the articles but not less than the minimum charge shown in Class Rates and Charges, from origin to destination. Charges will not be reduced below the applicable minimum charge after discount or absolute minimum charge, whichever produces the higher charge.</li> <li>B. The minimum charge for an LTL shipment of Household Goods or Personal Effects as described in NMFC items 100200 and 100262 will be 500 pounds at the applicable rate.</li> <li>C. For the minimum charge for CAPACITY LOAD see item 390 herein.</li> <li>D. For the minimum charge for CONTROL AND EXCLUSIVE USE see Item 470 herein.</li> <li>E. For the minimum charges in discount items, see Items 404 and 405 herein.</li> </ol> </li> </ol>
613	<p><b>CUBIC CAPACITY AND DENSITY – MINIMUM CHARGE</b> (Unless otherwise provided, this item is not applicable via FedEx National LTL)</p> <ol style="list-style-type: none"> <li>1. When all or part of a shipment tendered to the Carrier is classified as being a CUBIC CAPACITY AND DENSITY shipment, the minimum charge for the quantity of freight loaded per pup/set or vehicle will be as follows:             <ol style="list-style-type: none"> <li>A. Carrier will multiply the total cubic feet of the shipment by 6 pounds to determine a “calculated” weight, then multiply the calculated weight by class 150 rates from the FXF 1000 class rate tariff applicable at time of shipment to determine the gross charges and apply a 50% discount percentage or the Customer’s otherwise applicable discount percentage, whichever is greater, to determine the final charge. No other discount, reduction or allowance will apply.</li> <li>B. Overflow freight will be charged as a separate shipment and so rated.</li> </ol> </li> <li>2. The term CLASSIFIED AS A CUBIC CAPACITY AND DENSITY SHIPMENT refers to any shipment which is greater than 750 cubic feet and has an average density of less than four pounds per cubic foot.</li> <li>3. Average density is based on the total cubic feet of each package/handling unit of the shipment. If, due to the nature of the package/handling units or per instructions from the Shipper/Consignee, Carrier is unable to load freight on top of the package/handling units or cannot stack like kinds of package/handling units, a minimum height measurement of 84 inches will be used when determining the cubic footage of the package/ handling units. Unitized shipments exceeding 14 linear feet, or shipments of non-unitized freight that are loaded in such a manner that determining the total cube of each package/handling unit is impractical, or Shipments tendered in such a manner that they cannot be transferred, will have the cube calculated on the linear dimensions of the entire shipment.</li> </ol>

(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule																										
613 (cont'd)	<p>4. When, during one calendar day, two or more shipments are received from one Consignor, at one origin address, destined to one or more Consignees at the same destination delivery address, that combined will be greater than 750 cubic feet and has an average density of less than four pounds per cubic foot, the shipment will be combined as one shipment on one bill of lading, and will be subject to this item.</p> <p>5. This item will not apply on shipments subject to EXCLUSIVE USE or CAPACITY LOAD rules, or to TL or volume rates and charges.</p>																										
614	<p><b>CUBIC CAPACITY AND DENSITY – MINIMUM CHARGE</b> (Applicable only when reference is made to this item)</p> <p>1. When all or part of a shipment tendered to the Carrier is classified as being a CUBIC CAPACITY AND DENSITY shipment, the minimum charge for the quantity of freight loaded per pup/set will be as follows:</p> <p>A. Carrier will multiply the total cubic feet of the shipment by 4 pounds to determine a “calculated” weight, then multiply the calculated weight by class 77.5 rates from the FXF 1000 class rate tariff applicable at time of shipment. No other discount, reduction or allowance will apply.</p> <p>B. Overflow freight will be charged as a separate shipment and so rated.</p> <p>2. The term CLASSIFIED AS A CUBIC CAPACITY AND DENSITY SHIPMENT refers to any shipment which is greater than 750 cubic feet and has an average density of less than four pounds per cubic foot.</p> <p>3. Average density is based on the total cubic feet of each package/handling unit of the shipment. If, due to the nature of the package/ handling units or per instructions from the Shipper/Consignee, Carrier is unable to load freight on top of the package/handling units or cannot double stack like kinds of package/handling units, a minimum height measurement of 84 inches will be used when determining the cubic footage of the package/ handling units. Unitized shipments exceeding 14 linear feet, or shipments of non-unitized freight that are loaded in such a manner that determining the total cube of each package/handling unit is impractical, or Shipments tendered in such a manner that they cannot be transferred, will have the cube calculated on the linear dimensions of the entire shipment.</p> <p>4. When, during one calendar day, two or more shipments are received from one Consignor, at one origin address, destined to one or more Consignees at the same destination delivery address, that combined will be greater than 750 cubic feet and has an average density of less than four pounds per cubic foot, the shipment will be combined as one shipment on one bill of lading, and will be subject to this item.</p> <p>5. This item will not apply on shipments subject to EXCLUSIVE USE or CAPACITY LOAD rules, or to TL or volume rates and charges.</p>																										
620	<p><b>VEHICLE FURNISHED BUT NOT USED</b></p> <p>1. When Carrier, upon receipt of a request to pick up a truckload or volume shipment, or to furnish a pup/set or vehicle for the expedited service, or for exclusive use of a Consignor, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the Carrier, pup/set or vehicle is not used, charges will be assessed against the Consignor making such request. Accrual of these charges will terminate when Carrier is notified that pup/set or vehicle will not be used.</p> <p>2. Charges are \$280 per unit of equipment per day or fraction thereof.</p>																										
640 (Revised 2-2-09) *	<p><b>MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY</b> (Exception to Section 3.(a) of NMFC Item 640)</p> <p>1. Unless otherwise provided, shipments that consist of differently classed articles contained in or on one handling unit that have been inspected and the inspection determines the Shipper’s information was inaccurate, the handling unit will be rated at the class shown in Paragraph 2 based on the density of the unit using the weight and measurements of the unit.</p> <p>2. <b>If Density is:</b> <b>Apply Class for rating purposes:</b></p> <table border="0"> <tr><td>Less than 1 pcf</td><td>400</td></tr> <tr><td>1 pcf but less than 2 pcf</td><td>300</td></tr> <tr><td>2 pcf but less than 4 pcf</td><td>250</td></tr> <tr><td>4 pcf but less than 6 pcf</td><td>150</td></tr> <tr><td>6 pcf but less than 8 pcf</td><td>125</td></tr> <tr><td>8 pcf but less than 10 pcf</td><td>100</td></tr> <tr><td>10 pcf but less than 12 pcf</td><td>92.5</td></tr> <tr><td>12 pcf but less than 15 pcf</td><td>85</td></tr> <tr><td>15 pcf but less than 22.5 pcf</td><td>70</td></tr> <tr><td>22.5 pcf but less than 30 pcf</td><td>65</td></tr> <tr><td>30 pcf but less than 35 pcf</td><td>60</td></tr> <tr><td>35 pcf but less than 50 pcf</td><td>55</td></tr> <tr><td>50 pcf or greater</td><td>50</td></tr> </table>	Less than 1 pcf	400	1 pcf but less than 2 pcf	300	2 pcf but less than 4 pcf	250	4 pcf but less than 6 pcf	150	6 pcf but less than 8 pcf	125	8 pcf but less than 10 pcf	100	10 pcf but less than 12 pcf	92.5	12 pcf but less than 15 pcf	85	15 pcf but less than 22.5 pcf	70	22.5 pcf but less than 30 pcf	65	30 pcf but less than 35 pcf	60	35 pcf but less than 50 pcf	55	50 pcf or greater	50
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50 pcf or greater	50																										
680 (Revised 2-2-09) *	<p><b>PACKING OR PACKAGING - GENERAL</b> (Exception to Section 1.(a) Note 2 of NMFC Item 680)</p> <p>1. Unless otherwise provided, commodities in a shipping container (not in containers within containers) shall be deemed to be in compliance when filled to not less than 65 percent of the capacity of such container. When filled to less than 65 percent of capacity of the container, the gross weight of the container and its contents and the measurements of the container will be used to determine the density of the container. The container will be rated at the applicable class shown in paragraph 2 below based on the density of the container.</p> <p>2. <b>If Density is:</b> <b>Apply Class for rating purposes:</b></p> <table border="0"> <tr><td>Less than 1 pcf</td><td>400</td></tr> <tr><td>1 pcf but less than 2 pcf</td><td>300</td></tr> <tr><td>2 pcf but less than 4 pcf</td><td>250</td></tr> <tr><td>4 pcf but less than 6 pcf</td><td>150</td></tr> <tr><td>6 pcf but less than 8 pcf</td><td>125</td></tr> <tr><td>8 pcf but less than 10 pcf</td><td>100</td></tr> <tr><td>10 pcf but less than 12 pcf</td><td>92.5</td></tr> <tr><td>12 pcf but less than 15 pcf</td><td>85</td></tr> <tr><td>15 pcf but less than 22.5 pcf</td><td>70</td></tr> <tr><td>22.5 pcf but less than 30 pcf</td><td>65</td></tr> <tr><td>30 pcf but less than 35 pcf</td><td>60</td></tr> <tr><td>35 pcf but less than 50 pcf</td><td>55</td></tr> <tr><td>50 pcf or greater</td><td>50</td></tr> </table>	Less than 1 pcf	400	1 pcf but less than 2 pcf	300	2 pcf but less than 4 pcf	250	4 pcf but less than 6 pcf	150	6 pcf but less than 8 pcf	125	8 pcf but less than 10 pcf	100	10 pcf but less than 12 pcf	92.5	12 pcf but less than 15 pcf	85	15 pcf but less than 22.5 pcf	70	22.5 pcf but less than 30 pcf	65	30 pcf but less than 35 pcf	60	35 pcf but less than 50 pcf	55	50 pcf or greater	50
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50 pcf or greater	50																										
700	<p><b>PERMITS</b></p> <p>1. When Carrier is required or requested to obtain a special permit, Customer will reimburse Carrier for the cost of the permit plus a \$69 service charge.</p>																										

**Rules Tariff – U.S. Section 1**

Item	Rule
750	<p><b>PICKUP OR DELIVERY SERVICE</b> (Unless otherwise provided, this item is not applicable via FedEx National LTL)</p> <ol style="list-style-type: none"> <li>1. Rates include one pickup and loading and one delivery and unloading or one tender or delivery of a shipment by Carrier at one site and during business hours, subject to the following provisions:               <ol style="list-style-type: none"> <li>A. Pickup or delivery site will be directly accessible or immediately adjacent to Carrier’s equipment, and will be suitable and practicable for such equipment to operate, and does not endanger Carrier.</li> <li>B. Carrier will not be required to receive freight liable to damage other freight or Carrier’s equipment.</li> <li>C. Pickup or delivery service will not be performed by the Carrier at any site from or to which it is impracticable to operate vehicles because of:                   <ol style="list-style-type: none"> <li>1. The conditions of roads, streets, driveways, alleys or approaches thereto</li> <li>2. Inadequate loading or unloading facilities</li> <li>3. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension or danger to persons or property</li> </ol> </li> <li>D. When freight is transported in shipping containers, such as pallets, skids, totes, reels or other such articles, which are an integral part of the shipment, such containers are to be delivered and receipted for by the Consignee. Carrier will not return such containers free of charge, even though the bill of lading may so state.</li> </ol> </li> <li>2. Loading and unloading service will be subject to the following provisions:               <ol style="list-style-type: none"> <li>A. Carrier will perform the loading and unloading including counting the freight, except as provided in NMFC Item 568 and as shown below:                   <ol style="list-style-type: none"> <li>1. Does not include assembling, packing or unpacking, dismantling, inspecting, sorting or segregating freight except when a shipment is tendered to the Carrier in lots according to size, brand, flavor, or other characteristics and is so identified on the Bill of Lading or accompanying papers. Normal delivery service includes delivery of the shipment to the Consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the Consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, Carrier will continue to unload the vehicle subject to applicable detention charges.</li> <li>2. Does not include special equipment used in hoisting, lowering, handling or placing freight into position. Such special equipment will be furnished and operated by the Consignor/Consignee, except for hand trucks or four-wheeled hand carts, or pallet jacks (non-riding type) when furnished by the Consignor/Consignee. Consignor/Consignee shall assume responsibility for safe loading or unloading of the freight.</li> <li>3. Does not allow for the opening of packages or unitized shipments.</li> </ol> </li> <li>B. Carrier will provide one employee per pup/set or vehicle for loading or unloading.</li> <li>C. Consignor/Consignee may, at his own expense, elect to waive and perform the loading or unloading of freight from Carrier’s pup/set or vehicle.</li> </ol> </li> <li>3. Upon written arrangements, freight consigned to places where no representative of the Consignee is present or available to receipt for the shipment will be delivered and unloaded by Carrier and left unattended at the Designated place. Carrier will not be responsible for any loss or damage after delivery, or for any damage to shipment, property, or personal injury arising out of the delivery.</li> <li>4. Actual tender of delivery, notice by telephone, electronic transmission or U.S. Mail, shall constitute notice of arrival of the shipment.</li> <li>5. If, through no fault of the Carrier, freight cannot be delivered, Carrier will make a diligent effort to notify the Consignor promptly that the freight is in storage and the reason thereof.</li> </ol>
750-1	<p><b>SPECIAL EQUIPMENT</b></p> <ol style="list-style-type: none"> <li>1. When Customer requests flatbed service, and Carrier is able to arrange for such equipment, the following provisions will apply:               <ol style="list-style-type: none"> <li>A. A charge of \$252 per hour or fraction thereof per flatbed trailer, subject to a \$738 minimum charge per trailer. The time used to calculate the hourly rate will be measured from/to the service center.</li> <li>B. Flatbed service will be performed wholly within the boundaries of Carrier’s service center pickup and delivery area (no linehaul flatbed service). Flatbed trailers exceeding 29 feet in length are subject to double the flatbed charge per hour.</li> <li>C. Charge applies on Carrier-owned or Shipper-owned flatbeds.</li> <li>D. The bill of lading will be annotated “Flatbed Service” and reference the number of flatbeds and the total time service was performed.</li> <li>E. Freight Collect terms will not be accepted.</li> </ol> </li> <li>2. When Consignee/Consignee, broker, or any other party responsible requests a forklift at the loading or unloading site (other than at Carrier’s service center), and Carrier is able to arrange for such equipment, the charge will be:               <ol style="list-style-type: none"> <li>A. \$187 per hour or fraction thereof for each unit of equipment used, for the actual time used for loading or unloading.</li> </ol> </li> <li>3. If other types of specialized equipment, such as a crane or mechanical device, is requested to load or unload the shipment, the responsibility for securing and paying for the equipment will be the party requesting the service.</li> </ol>
750-2	<p><b>PICKUP OR DELIVERY SERVICE – PRIVATE RESIDENCES</b></p> <ol style="list-style-type: none"> <li>1. When Carrier makes a pickup or delivery at a private residence, the following charges will apply:               <ol style="list-style-type: none"> <li>A. \$80 per shipment.</li> <li>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 the Consignee.</li> </ol> </li> <li>2. The term ‘Residence’ means:               <ol style="list-style-type: none"> <li>A. Private residences, apartment complexes, and dormitories</li> <li>B. Businesses located at a private residence, farm, or ranch that are not open to the walk-in public during normal business hours.</li> </ol> </li> <li>3. Pickup and delivery service to residences will be made to the front door, back door, or inside the garage.</li> </ol>
750-3	<p><b>NOTIFICATION PRIOR TO DELIVERY</b></p> <ol style="list-style-type: none"> <li>1. When notification prior to delivery is requested, by any means whatsoever, the following charges will apply:               <ol style="list-style-type: none"> <li>A. \$34 per shipment.</li> </ol> </li> <li>2. This item will not apply on initial notification for shipments moving from or to a private residence or limited access location.</li> </ol>
750-6	<p><b>PICKUP OR DELIVERY SERVICE – US POSTAL SERVICE BULK MAIL CENTER IN ALLEN PARK, MI</b></p> <ol style="list-style-type: none"> <li>1. When shipments are picked up at or delivered to the U.S. Postal Service Bulk Mail Center in Allen Park, MI the following charges will apply:               <ol style="list-style-type: none"> <li>A. \$91 per shipment, in addition to the otherwise applicable rates and charges.</li> </ol> </li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
<b>750-8</b>	<p><b>PICKUP OR DELIVERY SERVICE – LIMITED ACCESS LOCATIONS</b></p> <ol style="list-style-type: none"> <li>1. When Carrier makes a pickup or delivery at a limited access location, the following charges will apply:               <ol style="list-style-type: none"> <li>A. \$80 per shipment.</li> </ol> </li> <li>2. The term LIMITED ACCESS LOCATION includes but is not limited to the following:               <ol style="list-style-type: none"> <li>A. Individual (mini) storage units</li> <li>B. Churches</li> <li>C. Schools</li> <li>D. Commercial establishments not open to walk-in public during normal business hours</li> <li>E. Construction sites</li> <li>F. Fairs or carnivals</li> <li>G. Prisons</li> <li>H. Military Base/Installations</li> <li>I. Mine Sites</li> </ol> </li> <li>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 the Consignee.</li> </ol>

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<b>751</b> <small>(Effective 3-2-09)</small>	<p><b>CANADIAN SURCHARGE</b></p> <ol style="list-style-type: none"> <li>1. Except as otherwise provided, shipments destined to or originating from the following points will be subject to the rates and charges shown in addition to all other applicable rates and charges. The additional rates and charges to the points listed are not subject to any discounting.</li> </ol> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="4"></th> <th colspan="7">USD</th> </tr> <tr> <th colspan="2">LOCATION</th> <th colspan="2">POSTAL RANGE</th> <th></th> <th>L5C</th> <th>M5C</th> <th>M1M</th> <th>M2M</th> <th>M5M</th> <th>M10M</th> </tr> <tr> <th colspan="4"></th> <th>MIN</th> <th>LTL</th> <th>500</th> <th>1000</th> <th>2000</th> <th>5000</th> <th>10000</th> </tr> </thead> <tbody> <tr><td>FITZGERALD</td><td>AB</td><td>T0V1A0</td><td></td><td>32.54</td><td>21.69</td><td>17.24</td><td>14.64</td><td>12.81</td><td>11.12</td><td>8.11</td></tr> <tr><td>KEATS ISLAND</td><td>BC</td><td>V0N1V0</td><td>V0N1V9</td><td>21.55</td><td>6.73</td><td>6.73</td><td>5.99</td><td>5.47</td><td>4.53</td><td>3.74</td></tr> <tr><td>HALFMOON 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BAY	BC	V0N1Y0	V0N1Y0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	HOLBERG	BC	V0N1Z0	V0N1Z0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	SAN JOSEF	BC	V0N1Z0	V0N1Z0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	JEUNE LANDING	BC	V0N2N0	V0N2N0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	PORT ALICE	BC	V0N2N0	V0N2N0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	RUMBLE BEACH	BC	V0N2N0	V0N2N0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	PORT HARDY	BC	V0N2P0	V0N2P0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	ALLISON HARBOUR	BC	V0N2P0	V0N2P0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	BULL HARBOUR	BC	V0N2P0	V0N2P0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	KOKISH	BC	V0N2R0	V0N2R0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	PORT MCNEILL	BC	V0N2R0	V0N2R0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	PORT MELLON	BC	V0N2S0	V0N2S0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	SOINTULA	BC	V0N3E0	V0N3E0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	WOODFIBRE	BC	V0N3G0	V0N3G0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	TELEGRAPH COVE	BC	V0N3J0	V0N3J0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	WINTER HARBOUR	BC	V0N3L0	V0N3L0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	WOSS	BC	V0N3P0	V0N3P0	21.55	6.73	6.73	5.99	5.47	4.53	3.74	ATLIN	BC	V0W1A0	V0W1A0	28.59	16.77	13.98	12.36	11.22	10.16	7.42	BRADNER	BC	V0X1B0	V0X1B0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	CAWSTON	BC	V0X1C0	V0X1C0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	SIMILKAMEEN	BC	V0X1C0	V0X1C0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	CLAYBURN	BC	V0X1E0	V0X1E0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	COALMONT	BC	V0X1G0	V0X1G0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	HEDLEY	BC	V0X1K0	V0X1K0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	FLOOD	BC	V0X1L0	V0X1L0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	HAIG	BC	V0X1L0	V0X1L0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	HOPE	BC	V0X1L0	V0X1L0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	LAIDLAW	BC	V0X1L0	V0X1L0	15.23	10.16	6.99	5.15	3.85	2.65	1.94
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HAIG	BC	V0X1L0	V0X1L0	15.23	10.16	6.99	5.15	3.85	2.65	1.94																																																																																																																																																																																																																																																																																																																																																																		
HOPE	BC	V0X1L0	V0X1L0	15.23	10.16	6.99	5.15	3.85	2.65	1.94																																																																																																																																																																																																																																																																																																																																																																		
LAIDLAW	BC	V0X1L0	V0X1L0	15.23	10.16	6.99	5.15	3.85	2.65	1.94																																																																																																																																																																																																																																																																																																																																																																		

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**Rules Tariff – U.S. Section 1**

Item		Rule									
751 (cont'd) (Effective 3-2-09)		<b>CANADIAN SURCHARGE</b>									
						USD					
		LOCATION		POSTAL RANGE		MIN	L5C	M5C	M1M	M2M	M5M
				MIN	LTL	500	1000	2000	5000	10000	
TASHME	BC	VOX1L0	VOX1L0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
GIBSON'S LANDING	BC	VOX1M0	VOX1M0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
GIFFORD	BC	VOX1M0	VOX1M0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
HUNTINGDON	BC	VOX1M0	VOX1M0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
SUMAS	BC	VOX1M0	VOX1M0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
KEREMEOS	BC	VOX1N0	VOX1N0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
OLALLA	BC	VOX1N0	VOX1N0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
MANNING PARK	BC	VOX1R0	VOX1R0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
COX	BC	VOX1S0	VOX1S0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
GLOVER	BC	VOX1S0	VOX1S0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
MATSQUI	BC	VOX1S0	VOX1S0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
MILNER	BC	VOX1T0	VOX1T0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
MOUNT LEHMAN	BC	VOX1V0	VOX1V0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
ALLENBY	BC	VOX1W0	VOX1W0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
COPPER MOUNTAIN	BC	VOX1W0	VOX1W0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
DEMUTH	BC	VOX1W0	VOX1W0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
JELLCOE	BC	VOX1W0	VOX1W0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
JURA	BC	VOX1W0	VOX1W0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
PRINCETON	BC	VOX1W0	VOX1W0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
BRIDAL FALLS	BC	VOX1X0	VOX1X0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
CHEAM VIEW	BC	VOX1X0	VOX1X0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
POPKUM	BC	VOX1X0	VOX1X0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
ROSEDALE	BC	VOX1X0	VOX1X0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
SMITHVALE	BC	VOX1X0	VOX1X0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
TULAMEEN	BC	VOX2L0	VOX2L0	15.23	10.16	6.99	5.15	3.85	2.65	1.94	
FRASER	BC	Y0B1B0	Y0B1B0	170.19	113.46	94.62	83.67	75.92	68.77	50.21	
RACINE LANDING	BC	Y0B1B0	Y0B1B0	170.19	113.46	94.62	83.67	75.92	68.77	50.21	
PENNINGTON	BC	Y1A0A0	Y1A9Z9	170.19	113.46	94.62	83.67	75.92	68.77	50.21	
CROSS LAKE	MB	ROB0J0		28.27	18.84	14.51	11.99	10.21	8.57	6.26	
LYNN LAKE	MB	ROB0W0		28.27	18.84	14.51	11.99	10.21	8.57	6.26	
NELSON HOUSE	MB	ROB1A0		25.49	16.99	12.66	10.14	8.36	6.73	4.91	
NORWAY HOUSE	MB	ROB1B0		28.27	18.84	14.51	11.99	10.21	8.57	6.26	
SNOW LAKE	MB	ROB1M0		25.49	16.99	12.66	10.14	8.36	6.73	4.91	
SPLIT LAKE	MB	ROB1P0		28.27	18.84	14.51	11.99	10.21	8.57	6.26	
WABOWDEN	MB	ROB1S0		25.49	16.99	12.66	10.14	8.36	6.73	4.91	
LEAF RAPIDS	MB	ROB1W0		28.27	18.84	14.51	11.99	10.21	8.57	6.26	
FLIN FLON	MB	R8A0A0		25.49	16.99	12.66	10.14	8.36	6.73	4.91	
THOMPSON	MB	R8N0A0		25.49	16.99	12.66	10.14	8.36	6.73	4.91	
GOOSE BAY	NF	A0P1C0		76.91	64.51	60.63	47.54	35.83	24.52	20.11	
HAPPY VALLEY	NF	A0P1C0		76.91	64.51	60.63	47.54	35.83	24.52	20.11	
CHURCHILL FALLS	NF	A0R1A0		57.97	38.65	31.06	26.65	23.54	20.66	15.08	
WABUSH	NF	A0R1B0		51.06	34.04	26.93	22.80	19.87	17.18	12.54	

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**Rules Tariff – U.S. Section 1**

Item	Rule									
751 (cont'd) (Effective 3-2-09)	<b>CANADIAN SURCHARGE</b>									
					USD					
LOCATION		POSTAL RANGE		MIN	L5C	M5C	M1M	M2M	M5M	M10M
				MIN	LTL	500	1000	2000	5000	10000
LABRADOR CITY	NF	A2V0A0		51.06	34.04	26.93	22.80	19.87	17.18	12.54
FRASERDALE	ON	P0L1C0		30.60	20.40	13.90	9.89	7.70	5.39	3.94
IGNACE	ON	P0T1T0		49.45	32.80	25.97	22.89	21.15	17.04	12.44
BALMERTOWN	ON	P0V1C0		40.32	26.74	19.91	16.84	15.10	10.99	8.02
EAR FALLS	ON	P0V1T0		40.32	26.74	19.91	16.84	15.10	10.99	8.02
RED LAKE	ON	P0V2M0		40.32	26.74	19.91	16.84	15.10	10.99	8.02
PICKLE LAKE	ON	P0V3A0		40.32	26.74	19.91	16.84	15.10	10.99	8.02
RAINY RIVER	ON	P0W1L0		47.62	31.59	24.76	21.68	19.94	15.83	11.55
KEEWATIN	ON	P0X1C0		43.33	28.73	23.38	21.36	19.70	16.04	11.71
SIOUX NARROWS	ON	P0X1N0		47.62	31.59	24.76	21.68	19.94	15.83	11.55
BARACHOIS	PQ	G0C1A0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
BARACHOIS DE MALBAIE	PQ	G0C1A0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
BRIDGEVILLE	PQ	G0C1A0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
BLACK CAPE	PQ	G0C1C0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
NEW RICHMOND	PQ	G0C1C0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
BONAVENTURE	PQ	G0C1E0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
CAP D'ESPOIR	PQ	G0C1G0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
L'ANSE A BEAUFILS	PQ	G0C1G0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
L'ANSE AU BEAUFILS	PQ	G0C1G0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
CAPLAN	PQ	G0C1H0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
CARELTON	PQ	G0C1J0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
CARLETON	PQ	G0C1J0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
CHANDLER	PQ	G0C1K0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
PETIT PABOS	PQ	G0C1K0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
PETITE RIVIERE OUEST	PQ	G0C1K0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
ST EDMOND DE PABOS	PQ	G0C1K0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
OAK BAY	PQ	G0C1L0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
POINTE A LA CROIX	PQ	G0C1L0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
ESCUMINAC	PQ	G0C1N0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
ANSE AUX GASCONS	PQ	G0C1P0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
GASCONS	PQ	G0C1P0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
CASCAPEDIA	PQ	G0C1T0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
CASCAPEDIA-SAINT-JULES	PQ	G0C1T0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
GRAND CASCAPEDIA	PQ	G0C1T0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
ST JULES	PQ	G0C1T0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
GRANDE RIVIERE	PQ	G0C1V0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
ST GABRIEL	PQ	G0C1V0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
GRANDE RIVIERE OUEST	PQ	G0C1W0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
MARIA	PQ	G0C1Y0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
NEW CARLISLE	PQ	G0C1Z0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
NEWPORT	PQ	G0C2A0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
NEW RICHMOND	PQ	G0C2B0		36.19	24.12	17.03	12.71	10.25	7.72	5.63

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Item	Rule									
751 (cont'd) (Effective 3-2-09)	<b>CANADIAN SURCHARGE</b>									
					USD					
LOCATION		POSTAL RANGE		MIN	L5C	M5C	M1M	M2M	M5M	M10M
					LTL	500	1000	2000	5000	10000
ST EDGAR	PQ	G0C2B0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
MIGUASHA	PQ	G0C2E0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
NOUVELLE	PQ	G0C2G0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
ST JEAN DE BREBOEUF	PQ	G0C2G0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
NOUVELLE OUEST	PQ	G0C2G0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
PABOS	PQ	G0C2H0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
ST FRANCOIS DE PABOS	PQ	G0C2H0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
PABOS MILLS	PQ	G0C2J0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
HOPETOWN	PQ	G0C2K0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
PASPEBIAC	PQ	G0C2K0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
COIN DU BANC	PQ	G0C2L0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
PERCE	PQ	G0C2L0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
POINTE ST. PIERRE	PQ	G0C2L0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
POINTE A LA GARDE	PQ	G0C2M0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
ST ANTOINE DE PADOUE	PQ	G0C2M0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
PORT DANIEL	PQ	G0C2N0		38.70	25.80	18.70	14.39	11.93	9.39	6.86
LISTUGUJ	PQ	G0C2R0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
RESTIGOUCHE	PQ	G0C2R0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
RIVIERE PASPEBIAC	PQ	G0C2S0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
ST ALPHONSE DE CAPLAN	PQ	G0C2V0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
ST ELZEAR	PQ	G0C2W0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
BELLE ANSE	PQ	G0C2X0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
ST GEORGES DE MALBAIE	PQ	G0C2X0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
ST JOGUES	PQ	G0C2Y0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
ST OMER	PQ	G0C2Z0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
ST SIMEON	PQ	G0C3A0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
ST ISIDORE	PQ	G0C3B0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
STE THERESE DE GASPE	PQ	G0C3B0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
ST GODEFROI	PQ	G0C3C0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
SHIGAWAKE	PQ	G0C3E0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
RAMEAU	PQ	G0C3G0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
VAL D'ESPOIR	PQ	G0C3G0		39.33	26.22	19.12	14.81	12.35	9.82	7.16
CAP AU RENARD	PQ	G0E1C0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
CLORIDORME	PQ	G0E1G0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
GRAND ETANG	PQ	G0E1G0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
PETITE ANSE	PQ	G0E1G0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
PETITE MADELEINE	PQ	G0E1G0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
POINTE A LA FREGATE	PQ	G0E1G0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
ST YVON	PQ	G0E1G0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
GRANDE VALLEE	PQ	G0E1K0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
STE MADELEINE	PQ	G0E1K0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
GROS MORNE	PQ	G0E1L0		36.19	24.12	17.03	12.71	10.25	7.72	5.63

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Item		Rule								
751 (cont'd) (Effective 3-2-09)		<b>CANADIAN SURCHARGE</b>								
				USD						
		LOCATION	POSTAL RANGE	MIN	L5C	M5C	M1M	M2M	M5M	M10M
MADELEINE CENTRE	PQ	G0E1P0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
MANCHE D'EPEE	PQ	G0E1R0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
MARSOUI	PQ	G0E1S0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
MONT LOUIS	PQ	G0E1T0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
ST MAXIME DU MONT LOUIS	PQ	G0E1T0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
MONT ST PIERRE	PQ	G0E1V0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
MURDOCHEVILLE	PQ	G0E1W0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
PETITE VALEE	PQ	G0E1Y0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
RIVIERE A CLAUDE	PQ	G0E1Z0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
RIVIERE MADELEINE	PQ	G0E2B0		36.81	24.54	17.44	13.13	10.67	8.13	5.94
RUISSEAU A REBOURS	PQ	G0E2C0		36.19	24.12	17.03	12.71	10.25	7.72	5.63
LA MARTRE	PQ	G0E2H0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
AGUANISH	PQ	G0G1A0		37.50	31.81	24.22	19.61	16.94	14.23	10.39
BAIE JOHAN BEETZ	PQ	G0G1B0		36.97	30.90	23.31	18.71	16.04	13.32	9.72
CLARKE CITY	PQ	G0G1H0		34.86	27.26	19.67	15.06	12.40	9.68	7.07
MANIC 5	PQ	G0G1H0		34.86	27.26	19.67	15.06	12.40	9.68	7.07
POINTE NOIRE	PQ	G0G1H0		34.86	27.26	19.67	15.06	12.40	9.68	7.07
FERMONT	PQ	G0G1J0		51.07	34.04	26.94	22.80	19.88	17.18	12.54
FERMONT	PQ	G0G1J0		51.07	34.04	26.94	22.80	19.88	17.18	12.54
MOUNT WRIGHT	PQ	G0G1J0		51.07	34.04	26.94	22.80	19.88	17.18	12.54
GALLIX	PQ	G0G1L0		32.39	23.69	17.54	13.98	11.45	9.12	6.66
RIVIERE BROCHU	PQ	G0G1L0		32.39	23.69	17.54	13.98	11.45	9.12	6.66
HAVRE ST PIERRE	PQ	G0G1P0		36.71	30.45	22.85	18.25	15.58	12.86	9.39
LONGUE POINTE DE MINGAN	PQ	G0G1V0		36.18	29.53	21.94	17.33	14.66	11.95	8.72
MINGAN	PQ	G0G1V0		36.18	29.53	21.94	17.33	14.66	11.95	8.72
MAGPIE	PQ	G0G1X0		36.18	29.53	21.94	17.33	14.66	11.95	8.72
MOISIE	PQ	G0G2B0		34.86	27.26	19.67	15.06	12.40	9.68	7.07
NATASHOUAN	PQ	G0G2E0		37.50	31.81	24.22	19.61	16.94	14.23	10.39
POINTE PARENT	PQ	G0G2E0		37.50	31.81	24.22	19.61	16.94	14.23	10.39
RIVIERE AU TONNERRE	PQ	G0G2L0		36.18	29.53	21.94	17.33	14.66	11.95	8.72
RIVIERE ST JEAN	PQ	G0G2N0		36.18	29.53	21.94	17.33	14.66	11.95	8.72
RIVIERE AUX GRAINES	PQ	G0G2V0		36.18	29.53	21.94	17.33	14.66	11.95	8.72
RIVIERE PIGOU	PQ	G0G2V0		36.18	29.53	21.94	17.33	14.66	11.95	8.72
SHELDRAKE	PQ	G0G2V0		36.18	29.53	21.94	17.33	14.66	11.95	8.72
BAIE TRINITE	PQ	G0H1A0		33.28	25.08	17.49	12.89	10.22	7.49	5.48
POINTE DES MONTS	PQ	G0H1A0		33.28	25.08	17.49	12.89	10.22	7.49	5.48
PAPINACHOIS	PQ	G0H1B0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
MANIC 2	PQ	G0H1C0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
MANIC 3	PQ	G0H1C0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
MANICOUAGAN	PQ	G0H1C0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
MANICOUAGAN	PQ	G0H1C0		32.75	24.33	16.74	12.14	9.47	6.75	4.93

**Rules Tariff – U.S. Section 1**

Item	Rule									
751 (cont'd) (Effective 3-2-09)	<b>CANADIAN SURCHARGE</b>									
					USD					
LOCATION		POSTAL RANGE		MIN	L5C	M5C	M1M	M2M	M5M	M10M
					LTL	500	1000	2000	5000	10000
MICOUA	PQ	G0H1C0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
OUTARDES 3	PQ	G0H1C0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
OUTARDES 4	PQ	G0H1C0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
FRANQUELIN	PQ	G0H1E0		33.28	25.08	17.49	12.89	10.22	7.49	5.48
GODBOUT	PQ	G0H1G0		33.28	25.08	17.49	12.89	10.22	7.49	5.48
LES BUISSONS	PQ	G0H1H0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
RIVIERE COLOMBIER	PQ	G0H1P0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
STE THERESE DE COLOMBIER	PQ	G0H1P0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
PENTECOTE	PQ	G0H1R0		33.28	25.08	17.49	12.89	10.22	7.49	5.48
RIVIERE PENTECOTE	PQ	G0H1R0		33.28	25.08	17.49	12.89	10.22	7.49	5.48
RUISSEAU VERT	PQ	G0H1S0		32.75	24.33	16.74	12.14	9.47	6.75	4.93
ST RAPHAEL D'ALBERTVILLE	PQ	G0J1A0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
ALBERTVILLE	PQ	G0J1A0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
CAP CHAT	PQ	G0J1E0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
CAP CHAT EST	PQ	G0J1G0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
CAPUCINS	PQ	G0J1H0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
GROSSES ROCHES	PQ	G0J1K0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
LAC HUMQUI	PQ	G0J1N0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
ST ZENON DU LAC HUMQUE	PQ	G0J1N0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
LES MECHINS	PQ	G0J1T0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
ST PAULIN DALIBAIRE	PQ	G0J1T0		35.04	23.36	16.26	11.95	9.50	6.95	5.08
ST ADELME	PQ	G0J2B0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
STE FELICITE	PQ	G0J2K0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
STE FLORENCE	PQ	G0J2M0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
CHERBOURG	PQ	G0J2R0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
ST JEAN DE CHERBOURG	PQ	G0J2R0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
ST ULRIC	PQ	G0J3H0		34.53	23.02	15.92	11.60	9.15	6.62	4.83
SEPT ILES	PQ	G4R0A0		32.39	23.69	17.54	13.98	11.45	9.12	6.66
LA RONGE	SK	S0J1L0		29.18	19.45	15.12	12.60	10.83	9.18	6.70
PINEHOUSE LAKE	SK	S0J2B0		31.11	20.74	16.41	13.88	12.11	10.47	7.64
BEAUVAL	SK	S0M0G0		30.10	20.07	15.73	13.21	11.44	9.79	7.15
BUFFALO NARROWS	SK	S0M0J0		31.11	20.74	16.41	13.88	12.11	10.47	7.64
LA LOCHE	SK	S0M1G0		31.11	20.74	16.41	13.88	12.11	10.47	7.64
PIERCELAND	SK	S0M2K0		30.10	20.07	15.73	13.21	11.44	9.79	7.15
RABBIT LAKE	SK	S0M2L0		28.27	18.84	14.51	11.99	10.21	8.57	6.26
CREIGHTON	SK	S0P0A0		26.42	17.61	13.28	10.76	8.99	7.34	5.36
DESCHAMBAULT LAKE	SK	S0P0C0		26.42	17.61	13.28	10.76	8.99	7.34	5.36
PELICAN NARROWS	SK	S0P0E0		26.42	17.61	13.28	10.76	8.99	7.34	5.36
SANDY BAY	SK	S0P0G0		26.42	17.61	13.28	10.76	8.99	7.34	5.36
KINOOSAO	SK	S0P0J0		28.27	18.84	14.51	11.99	10.21	8.57	6.26

**Rules Tariff – U.S. Section 1**

Item	Rule
753	<p><b>SERVICE PROVIDED DURING NON-BUSINESS TIME</b></p> <ol style="list-style-type: none"> <li>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 115 herein, and Carrier agrees to perform the services, the following charges and provisions will apply:               <ol style="list-style-type: none"> <li>\$110 per person per hour or fraction thereof, subject to a minimum charge of \$222 per person for non-business hours and \$411 per person for non-business days.</li> <li>Charges will be computed from the time Carrier departs its service center until its return thereto.</li> </ol> </li> <li>Carrier is not obligated to perform such services even though they may be requested on the bill of lading.</li> </ol>
755	<p><b>FEDEX FREIGHT EXPEDITED<sup>SM</sup></b></p> <ol style="list-style-type: none"> <li>Carrier shall issue and deliver to the Customer a contract, which states the date and/or time by which the shipment is to be delivered (the "scheduled delivery commitment"), and the transportation charges, as agreed upon by the Customer and Carrier. The agreed upon contractual pricing shall supersede all other pricing programs, common or contractual, existing between the parties for the specific shipment. FedEx Freight Expedited<sup>SM</sup> service is available for Carrier's direct service points in the contiguous United States.</li> <li>If Carrier fails to deliver the shipment in accordance with the terms of the agreed upon contract, all transportation charges will be voided by Carrier. Carrier will issue a zero dollar invoice showing that no charges are due for that shipment.</li> <li>Carrier reserves the right not to accept a request for FedEx Freight Expedited<sup>SM</sup> services if it determines, in its sole discretion, that it cannot provide the service requested.</li> <li>Carrier reserves the right to cancel the contract prior to movement of the shipment if the shipment does not meet the description of the shipment contained in the contract or if the shipment is not available for pickup at the agreed upon time.</li> <li>If the failure to meet the scheduled delivery commitment is caused by events beyond Carrier's control including, but not limited to, acts of God; acts or omissions of public authority; riots, strikes or labor disputes, including those of third parties; government regulations, orders or requirements; disruption in ground transportation as a result of weather or other causes; acts of public enemies or acts of terrorism; disruption or failure of communications or information systems; or acts or omissions of Shipper, Consignee or Owner of goods or any person or entity other than Carrier, Customer will be responsible for the lesser of:               <ol style="list-style-type: none"> <li>Customer's Standard Charges for the particular shipment; or</li> <li>the contractual charges minus a 30% discount.</li> </ol> </li> <li>If Carrier attempts delivery by the scheduled delivery commitment, but is unable to complete delivery due to exceptions caused by Shipper or Consignee, the contractual charges shall be due to Carrier. Exceptions generally include, but are not limited to, shipments where the Shipper or Consignee delays or refused delivery for any reason.</li> <li>If Carrier attempts delivery by the scheduled delivery commitment, but is unable to do so primarily because of causes beyond Carrier's control and are not caused by Customer, Consignee or Consignor, the contractual charges will not be assessed; however, Customer will be responsible for the lesser of:               <ol style="list-style-type: none"> <li>Customer's Standard Charges for the particular shipment; or</li> <li>the contractual charges minus a 30% discount.</li> </ol> </li> <li>Carrier reserves the right of recourse against the requestor of the service should Carrier be unable to collect any applicable charges from debtor.</li> <li>The remedies provided in this Item 755 are the sole and exclusive remedies for any claims arising specifically under Expedited. In no event shall Carrier be liable for any consequential, incidental, special or economic loss or damages resulting from its failure to meet the scheduled delivery date, including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.</li> <li>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.</li> <li>Carrier reserves the right to modify, suspend or cancel FedEx Freight Expedited<sup>SM</sup> service, at its sole discretion at any time without prior notice. In such cases, only the Standard Charges will apply. Carrier will provide notice of any amendment, suspension or cancellation via its applicable company web site, which shall be the controlling version of the programs terms and conditions.</li> </ol>
756	<p><b>FEDEX FREIGHT GUARANTEED PLUS<sup>SM</sup></b>          (Unless otherwise provided, this item is not applicable via FedEx National LTL)</p> <ol style="list-style-type: none"> <li>The FedEx Freight Guaranteed Plus<sup>SM</sup> service is Carrier's delivery, or attempted delivery, of a shipment in accordance with Carrier's normal transit standards in effect at the time of the shipment when such shipment is accepted by Carrier before 5:00 pm local time under the terms and conditions set forth in this Item 756.</li> <li>If Carrier fails to deliver a shipment by 11:59 p.m. (local time) on the scheduled delivery commitment, subject to certain exclusions, Carrier will issue a zero dollar invoice for the transportation charges of that shipment. After 5:00 p.m. (local time), deliveries are late only when Consignee's receiving department is closed. The "scheduled delivery commitment" is based upon the transit standards between any two zip codes and can be found on fedex.com or by contacting Customer Service at 1.866.393.4585.</li> <li>Eligibility. Shipments picked up by 5:00 p.m. local time for direct point service are eligible for FedEx Freight Guaranteed Plus<sup>SM</sup> service. 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). FedEx Freight Guaranteed Plus<sup>SM</sup> service covers all Less-Than-Truckload (LTL) direct shipments originating from and destined to all points in the 48 contiguous states. In addition, FedEx Freight Guaranteed Plus<sup>SM</sup> covers interline shipments as described in this section 3. FedEx Freight Guaranteed Plus<sup>SM</sup> applies to all Carrier originated interline shipments from the point of pickup by Carrier to the point of transfer to the interline carrier. All non-carrier originated interline shipments are eligible for FedEx Freight Guaranteed Plus<sup>SM</sup> from the point of transfer to Carrier to Carrier's delivery of the item or point of transfer to the delivering interline carrier.</li> <li>Requesting Service. In order to request the FedEx Freight Guaranteed Plus<sup>SM</sup> service, the Customer must clearly and distinctly indicate "Guaranteed Plus" on the face of the bill of lading when the shipment is tendered to Carrier. To indicate FedEx Freight Guaranteed Plus<sup>SM</sup> service using the bill of lading generator on fedex.com, the Customer must select the "Guaranteed Plus" check box in the <b>Additional Service Options</b> section.</li> <li>Charges for FedEx Freight Guaranteed Plus<sup>SM</sup> service are the debtor's otherwise applicable net linehaul charges for that shipment (the "Standard Charges"), plus a 20% upcharge of the net linehaul charges for that shipment, subject to an Absolute Minimum Charge of \$125 per shipment.</li> </ol>

(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>756</b> (cont'd)</p>	<ol style="list-style-type: none"> <li>6. In the event the shipment is not delivered by the scheduled delivery commitment, and subject to certain exceptions set forth below, all transportation charges related to the specific shipment will be voided. Carrier will issue a zero dollar invoice to debtor showing that no transportation charges are due for that shipment. Carrier will attempt delivery of the shipment with reasonable dispatch in accordance with its scheduled delivery service. In the event the debtor believes that a zero dollar invoice should have been issued, the debtor shall notify Carrier within fifteen (15) days of the date of delivery by calling Customer Service at 1.866.393.4585.</li> <li>7. Exclusions. FedEx Freight Guaranteed Plus<sup>SM</sup> does not apply to the following shipments:             <ol style="list-style-type: none"> <li>A. Originating from or destined to any points outside the contiguous United States                 <ol style="list-style-type: none"> <li>1. To or from the states of Alaska and Hawaii and the commonwealth of Puerto Rico, Guam, the Caribbean, US Virgin Islands and other US territories; to or from Canada, Mexico, Central/South America, Europe and Asia</li> </ol> </li> <li>B. Not properly packaged or labeled by the Shipper</li> <li>C. Delayed due to missing, incomplete or inaccurate documentation</li> <li>D. Requiring protection from freezing service</li> <li>E. Requiring special equipment for delivery, including fork lift, crane or other mechanical devices</li> <li>F. Requiring liftgate services</li> <li>G. Shipments that are destined for will call points</li> <li>H. Shipments that are held for consolidation</li> <li>I. Containing hazardous materials that are incompatible with other items on the trailer</li> <li>J. Involving FedEx Freight Truckload<sup>®</sup> service, capacity management, brokerage, intermodal, spot market pricing or other special programs</li> <li>K. Held for inspection or detained by governmental regulation or mandate</li> </ol> </li> <li>8. If the failure to meet the scheduled delivery commitment is caused by events beyond Carrier's control, including, but not limited to, acts of God; acts or omissions of public authority; riots, strikes or labor disputes, including those of third parties; government regulations, orders or requirements; disruption in ground transportation as a result of weather or other causes; acts of public enemies or acts of terrorism; disruption or failure of communications or information systems; or acts or omissions of Shipper, Consignee or Owner of goods or any person or entity other than Carrier, the 20% additional upcharge will not be assessed, but the Standard Charges will apply.</li> <li>9. If Carrier attempts delivery by the scheduled delivery commitment, but is unable to complete delivery due to exceptions caused by Shipper or Consignee, the Standard Charges plus the 20% upcharge shall be due to Carrier. Exceptions generally include, but are not limited to, shipments where the Shipper or Consignee delays or refused delivery for any reason.</li> <li>10. If Carrier attempts delivery by the scheduled delivery commitment, but is unable to do so primarily due to causes beyond Carrier's control and are not caused by Customer, Consignee or Consignor, the 20% upcharge will not be assessed, but the Standard Charges will apply. FedEx Freight Guaranteed Plus<sup>SM</sup> does not cover shipments delivered damaged or short/partial deliveries. Customer must utilize Carrier's claims process to file claims for damaged items or short/partial deliveries. FedEx Freight Guaranteed Plus<sup>SM</sup> does, however, cover the transportation charges associated with damaged items delivered beyond the scheduled delivery date, or short/partial deliveries if Carrier fails to deliver at least one item out of the shipment by the scheduled delivery date.</li> <li>11. Carrier reserves the right of recourse against the requestor of the service should Carrier be unable to collect any applicable FedEx Freight Guaranteed Plus<sup>SM</sup> charges from debtor.</li> <li>12. The remedies provided in this Item 756 are the sole and exclusive remedies for any claims arising specifically under FedEx Freight Guaranteed Plus<sup>SM</sup>. In no event shall Carrier be liable for any consequential, incidental, special or economic loss or damages resulting from its failure to meet the scheduled delivery date, including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.</li> <li>13. 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.</li> <li>14. Carrier reserves the right to modify, suspend or cancel FedEx Freight Guaranteed Plus<sup>SM</sup> at its sole discretion at any time without prior notice. In such cases, only the Standard Charges will apply. Carrier will provide notice of any amendment, suspension or cancellation via its applicable company Web site, which shall be the controlling version of the programs terms and conditions.</li> </ol>
<p><b>757</b> (Revised 3-2-09) *</p>	<p><b>FEDEX FREIGHT A.M.</b> (Unless otherwise provided, this item is not applicable via FedEx National LTL)</p> <ol style="list-style-type: none"> <li>1. FedEx Freight A.M. delivery is the Carrier's delivery, or attempted delivery of a shipment prior to 10:30 a.m. local time, in accordance with the Carrier's normal transit standards in effect at the time of the shipment when such shipment is accepted by the Carrier before 5:00 p.m. local time under the terms and conditions set forth in this item 757. The "scheduled delivery commitment" is based upon the transit standards between any two eligible zip codes which can be found on fedex.com or by contacting Customer Service at 1.866.393.4585.</li> <li>2. Eligibility: Shipments picked up by 5:00 p.m. local time for direct point service are eligible for FedEx Freight A.M. delivery prior to 10:30 a.m. 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 applicable FedEx Freight A.M. delivery sticker or request is accepted by the Carrier, FedEx Freight A.M. delivery covers all direct shipments from all direct points to all direct points in the 48 contiguous United States as shown at www.fedex.com/amfreight. FedEx Freight A.M. delivery applies to all Carrier originated interline shipments from the point of pickup by the carrier to the point of transfer to the interline carrier. All non-carrier originated interline shipments are eligible for FedEx Freight A.M. delivery from the point of transfer to the Carrier to Carrier's delivery of the shipment or point of transfer to the delivering interline carrier.</li> </ol>

(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>757</b> (cont'd) (Revised 3-2-09)</p>	<p>3. Requesting FedEx Freight A.M. delivery service: In order to request the FedEx Freight A.M. delivery service, the customers must clearly and distinctly indicate "FedEx Freight A.M. delivery" on the face of the bill of lading when the shipment is tendered to the Carrier or must affix the furnished "FedEx Freight A.M." sticker to the face of the bill of lading.</p> <p>4. Charges for FedEx Freight A.M. delivery service are the debtor's otherwise applicable net line haul charges for that shipment (the "Standard Charges"), plus \$75.00.</p> <p>* 5. Refund request due to missed service. In the event the shipment is not delivered by 10:30 a.m. on the day of the scheduled delivery commitment, and subject to certain exceptions set forth below, and upon request of the debtor, all transportation charges related to the specific shipment, Carrier will at its option, refund to Customer or credit Customer's account, the transportation charges, including accessorial charges requested by the debtor at the time of service and the fuel surcharge. In the event the debtor believes that a zero dollar invoice should be issued, the debtor shall notify the Carrier by sending an e-mail message within fifteen (15) days of the date of the scheduled delivery commitment to 1030deliveryrefund@fedex.com. The debtor will advise the pro number of the shipment it is filing the claim on, its company name, debtors first and last name, phone number, e-mail address and a brief description of the service failure. If Customer's refund request is denied, Customer may appeal the denial by submitting an appeal request through the 1030deliveryrefund@fedex.com within five (5) business days immediately following the date of the Carrier's original denial of the refund request. Carrier will not issue refunds or credits to third parties and/or agencies.</p> <p>* 6. Exclusions to FedEx Freight A.M. delivery: FedEx Freight A.M. delivery does not apply on the following shipments:</p> <ul style="list-style-type: none"> <li>A. Originating from or destined to any points outside the contiguous United States.</li> <li>B. Not properly packaged or labeled by the Shipper.</li> <li>C. Delayed due to missing, incomplete or inaccurate documentation.</li> <li>D. Requiring special equipment for delivery, including fork lift, crane or other mechanical devices.</li> <li>E. Requiring liftgate services.</li> <li>F. Shipment that are destined for will call points.</li> <li>G. Shipments for consolidation or distribution.</li> <li>H. Containing hazardous materials that are incompatible with other items on the trailer.</li> <li>I. Involving FedEx Freight Truck Load services, capacity management, brokerage, intermodal, spot market pricing or other special programs.</li> <li>J. Held for inspection or detained by governmental regulation or mandate.</li> <li>K. COD.</li> <li>L. Shipments moving on Government bills of lading or on shipments where the actual freight charges are to be paid by the government.</li> <li>M. Prepaid shipments originated by interline carriers.</li> <li>N. Collect shipments to be delivered by interline carriers.</li> <li>O. Shipments picked up or delivered at convention or show sites.</li> <li>P. Shipments where the requested delivery day is a Holiday [see note 1], Saturday or Sunday.</li> <li>Q. Shipments destined to a non-eligible zip code as set forth on www.fedex.com/amfreight.</li> </ul> <p>* 7. If the failure to meet the scheduled delivery commitment is caused by the Carrier providing protection from freezing service or events beyond Carrier's control, including, but not limited to, acts of God; acts or omissions of public authority; riots, strikes or labor disputes, including those of third parties; government regulations, orders or requirements; disruption in ground transportation as a result of weather or other causes; acts of public enemies or acts of terrorism; disruption or failure of communications or information systems; or acts or omissions of Shipper, Consignee or Owner of goods or any person or entity other than Carrier, the up-charges as shown in paragraph 4 of this item 757 will be subject to the refund process as notated in paragraph 5 of this Item 757, but the Standard Charges will apply without the money-back guarantee.</p> <p>8. If Carrier attempts delivery by 10:30 a.m. on the day of the scheduled delivery commitment, but is unable to do so primarily due to causes beyond Carrier's control and are not caused by Customer, Consignee or Consignor, the up-charges as shown in paragraph 4 of this item 757 will not be assessed, but the Standard Charges will apply without the money-back guarantee. The money-back guarantee for FedEx Freight A.M. delivery does not cover shipments delivered by the scheduled delivery commitment but damaged or short/partial deliveries. Customer must utilize Carrier's claims process to file claims for damaged items or short/partial deliveries. The money-back guarantee for FedEx Freight A.M. delivery does, however, cover the transportation charges associated with damaged items delivered beyond the scheduled delivery commitment, or short/partial deliveries if Carrier fails to deliver at least one item out of the shipment by the scheduled delivery commitment.</p> <p>9. Carrier reserves the right of recourse against the requestor of the service should the Carrier be unable to collect any applicable FedEx Freight A.M. delivery charges from the debtor.</p> <p>10. The remedies provided in this item 757 are the sole and exclusive remedies for any claims arising specifically under FedEx Freight A.M. delivery. In no event shall Carrier be liable for any consequential, incidental, special or economic loss or damages resulting from its failure to meet the scheduled delivery commitment, including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.</p> <p>11. 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.</p> <p>12. Carrier reserves the right to modify, suspend or cancel FedEx Freight A.M. delivery at its sole discretion at any time without prior notice. In such cases, only the Standard Charges will apply. Carrier will provide notice of any amendment, suspension or cancellation via its applicable company Web site, which shall be the controlling version of the programs terms and conditions.</p> <p><u>Note 1: For the purpose of this item, if Christmas falls on:</u></p> <ul style="list-style-type: none"> <li>Sunday      Friday and Monday will be considered as a Holiday</li> <li>Monday      Friday and Monday will be considered as a Holiday</li> <li>Tuesday     Monday and Tuesday will be considered as a Holiday</li> <li>Wednesday   Tuesday and Wednesday will be considered as a Holiday</li> <li>Thursday    Wednesday and Thursday will be considered as a Holiday</li> <li>Friday       Thursday and Friday will be considered as a Holiday</li> <li>Saturday     Friday and Monday will be considered as a Holiday</li> </ul>

**Rules Tariff – U.S. Section 1**

Item	Rule
759	<p><b>TRUCKLOAD SERVICE</b></p> <p>The FedEx Freight and FedEx National LTL truckload service is available for Carrier’s direct service points in the contiguous United States upon Customer request subject to the following terms and conditions:</p> <ol style="list-style-type: none"> <li>1. The following types of service options are available under the FedEx Freight and FedEx National LTL truckload service. Shipments moving under truckload service options must weigh a minimum of 4,000 lbs. or occupy 10 linear feet of trailer space.             <ol style="list-style-type: none"> <li>A. <b>TLX.</b> When this service option is requested, the shipment will not be subject to any service standards, but shall move as backhaul space is available on FedEx Freight or FedEx National LTL equipment.</li> <li>B. <b>TLA.</b> When this service option is requested, the service standard will be twice (2 times) the stated transit times for standard FedEx Freight or FedEx National LTL service. The applicable FedEx Freight or FedEx National LTL transit standards between any two ZIP codes can be found on fedex.com or by contacting Customer Service at 1.866.393.4585.</li> <li>C. <b>TLS.</b> When this service option is requested, the service standard shall be the stated transit times for standard FedEx Freight or FedEx National LTL service.</li> </ol> </li> <li>2. In order to request FedEx Freight and FedEx National LTL truckload service, the Customer must contact the FedEx truckload service group at 1.888.465.5646 and provide details of the truckload shipment which may include the origin, destination, commodities, equipment type required, and pickup and delivery requirements. If the shipment is accepted by FedEx Freight or FedEx National LTL truckload service, the truckload service quote shall have a specific quote number, setting forth the charges, terms and conditions of the transportation services for either a single shipment or multiple shipments within an effective date range. The terms and conditions of the quote, including the agreed upon charges and cargo limitation of liability, shall control and will supersede all other pricing programs, common or contractual.</li> <li>3. The type of services (TLX, TLA or TLS) and charges for FedEx Freight or FedEx National LTL truckload service shall be contained in the quote to be provided to the Customer by the FedEx truckload service prior to transportation. Such rates and charges will not be subject to any discounts, nor will any discounts contained elsewhere in this Tariff or in any contract with FedEx Freight or FedEx National LTL apply to the truckload service program.</li> <li>4. The following types of services are not available from FedEx Freight or FedEx National LTL under the FedEx truckload service:             <ol style="list-style-type: none"> <li>A. Order notify shipments;</li> <li>B. Government bills of lading;</li> <li>C. Stopoffs (involving more than one Service Center);</li> <li>D. Pickup or delivery at Exhibition Sites, Tradeshows or Convention Centers (unless approved through the FedEx truckload service group);</li> <li>E. Residential pick-up or delivery;</li> <li>F. Protect from Freezing.</li> </ol> </li> <li>5. Shipments accepted under FedEx Freight or FedEx National LTL truckload service shall be limited to the actual value of the goods, lost or damaged and subject to a released value not to exceed the lesser of:             <ol style="list-style-type: none"> <li>A. \$1 per pound on any new, commercial commodities for TLX and TLA shipments with a maximum liability of \$24,000;</li> <li>B. \$25 per pound on any new, commercial commodities for TLS shipments with a maximum liability of \$100,000;</li> <li>C. 10¢ per pound on any used, recycled or “for scrap” items, or for household goods;</li> </ol> </li> <li>6. TLX, TLA and TLS truckload services will apply only on shipments that can be lawfully loaded into a single trailer or a set of two trailers (each trailer not exceeding 28’ in length). Any portion of the shipment exceeding the space parameters referenced on the quote will be subject to excess charges and calculated at 150% of the truckload quote rate per foot or per lb. whichever one is greater. Shipments accepted under the program are not guaranteed exclusive use of the trailer.</li> <li>7. If FedEx Freight or FedEx National LTL is requested or required to provide load and count and/or unload and count services, such services will be subject to the additional Load/Unload charges. These charges will also apply in the event that FedEx Freight or FedEx National LTL provides the following additional services:             <ol style="list-style-type: none"> <li>A. When FedEx Freight or FedEx National LTL is required to re-work the trailer that has been stopped at a weigh scale or a FedEx service center due to an overweight (either over gross or over axle weight) violation, Customer is responsible for any fines received and/or Loading/Unloading charges for labor used in reloading to correct axle or gross weight violations.</li> </ol> </li> <li>8. <b>Re-Delivery</b> – When a shipment is tendered for delivery, and through no fault of Carrier such delivery cannot be accomplished, the following charge for each additional tender of delivery to the original destination points will apply.             <ol style="list-style-type: none"> <li>A. \$77 per shipment when delivery location is within 15 miles of the delivering service center and an additional \$4.44 per mile for all miles that exceed the 15 mile radius.</li> <li>B. Re-Delivery charges will not apply on shipments picked up at original destination service center.</li> <li>C. Any shipment transferred to a public warehouse shall be considered a re-delivery subject to the provisions of this section. All charges accruing under this section must be paid or guaranteed to the satisfaction of FedEx Freight or FedEx National LTL before the shipment will be re-delivered.</li> </ol> </li> <li>9. <b>Storage</b> – will be subject to Item 910</li> <li>10. <b>Reconsignment, Diversion, Relinquishment</b> – Any request for reconsignment, diversion or relinquishment and must be made or confirmed in writing with FedEx Freight or FedEx National LTL, and must be made, subject to verification by FedEx Freight or FedEx National LTL, by a party that has authority to request the reconsignment, diversion, or relinquishment.             <ol style="list-style-type: none"> <li>A. When requested, charges will be re-quoted from the original Shipper to the service center of Reconsignment/Diversion/Relinquishment.                 <ol style="list-style-type: none"> <li>1. If shipment is cross docked, Loading/Unloading charges will also apply to the shipment.</li> </ol> </li> <li>B. When the destination point is changed and Carrier services both original and new destination points by different service centers, the Reconsigned or Diverted shipment, when requested prior to billing of the new shipment, will be re-quoted, by truckload service, from the current service center location to the new Consignee.</li> <li>C. When the destination point is changed and Carrier services both original and destination points by the same service center:                 <ol style="list-style-type: none"> <li>1. Prior to tender for delivery, a reconsignment charge of \$77 per shipment will apply.</li> <li>2. After tender for delivery, a reconsignment charge of \$284 per shipment will apply when delivery location is within 15 miles of the delivering service center. Shipment will be subject to an additional \$4.44 per mile for all miles that exceed the 15 mile radius.</li> </ol> </li> <li>D. Carrier will make a diligent effort to execute a request for Reconsignment, but will not be responsible if such service is not effected.</li> </ol> </li> <li>11. <b>Loading/Unloading</b> – Should Carrier be required to perform loading or unloading services at origin or destination, an additional charge of \$140 per hour or fraction thereof, subject to a minimum charge of \$140, for each pup loading and/or unloading will apply, per incident.</li> <li>12. <b>Detention</b> – When Carrier’s pup/set 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 2 hours free time and will end when the pup/set is loaded or unloaded and is available for movement.             <ol style="list-style-type: none"> <li>A. Free time will begin when Carrier notifies Consignor/Consignee that the pup/set is available for loading/unloading.</li> <li>B. The following Detention charges will apply                 <ol style="list-style-type: none"> <li>1. <b>For Detention with Power</b>, the following charges and provisions will apply.                     <ol style="list-style-type: none"> <li>a. \$37.10 per pup for each 15 minutes or fraction thereof, subject to a minimum charge of \$66</li> <li>b. Free time will be 2 hours</li> </ol> </li> </ol> </li> </ol> </li> </ol>

(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule
759 (cont'd)	<p>2. <b>For Detention without Power</b>, the following charges will apply.</p> <ul style="list-style-type: none"> <li>a. \$101 per pup for each 24-hour period or fraction thereof, excluding non-business days. Charges cease when the Customer notifies Carrier that the equipment is available to Carrier.</li> <li>b. Free time will be determined as 24 hours, excluding non-business days.</li> </ul> <p>13. Service provided during Non-Business Time – 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 115 herein, and Carrier agrees to perform the services, the following charges and provisions will apply.</p> <ul style="list-style-type: none"> <li>A. \$110 per person per hour or fraction thereof, subject to a minimum charge of \$222 per person for non-business hours and \$411 per person for non-business days.</li> <li>B. Charge will be computed from the time Carrier departs its service center until its return thereto.</li> <li>C. Carrier is not obligated to perform such services even though they may be requested on the bill of lading.</li> </ul> <p>14. These terms and conditions may not be modified, changed or amended except by express written consent of the legal department of FedEx Freight.</p> <p>15. FedEx Freight and FedEx National LTL reserve the right to amend, suspend or cancel the FedEx truckload service at any time at its sole discretion. FedEx will provide notice of any amendment, suspension or cancellation via its applicable company Web site, which shall be the controlling version of the FedEx truckload service terms and conditions.</p> <p>16. Lift Gate Service, when approved by truckload service, will be a flat charge of \$384 per shipment not to exceed one 28 foot pup (rate includes lift gate and cross docking fee for one (1) hour).</p>
760	<p><b>MONEY-BACK GUARANTEE</b> (Unless otherwise provided, this item is not applicable via FedEx National LTL)</p> <ol style="list-style-type: none"> <li>1. For shipments tendered on or after September 15, 2003, upon request and subject to the terms and conditions of this Money-Back Guarantee, Carrier will, at its option, refund to Customer or credit Customer's account the transportation charges, including accessorial charges requested by the debtor at the time of service and fuel surcharges, if Carrier fails to deliver a complete shipment by 11:59 p.m. (local time) on the scheduled delivery date, subject to certain exclusions. After 5:00 p.m. (local time), deliveries are late only when Consignee's receiving department is closed.</li> <li>2. Eligibility. Money-Back Guarantee covers all Less-Than-Truckload (LTL) direct shipments originating from and destined to all points in the 48 contiguous states that are rated per the current FXF 1000 rate scales or the current FXNL 501 rates scales and are shipped pursuant to the current Rules Tariff FXF 100. Shipments in lanes subject to frozen tariffs or rates or foreign tariffs or rates are ineligible for Money-Back Guarantee. Direct shipments in this case shall mean that FXFE or FXFW are the only carriers that were involved with the shipment from pickup to delivery. In addition, Money-Back Guarantee covers interline shipments as described in this section 2. Money-Back Guarantee applies to all Carrier originated interline shipments from the point of pickup by Carrier to the point of transfer to the interline carrier. All non-carrier originated interline shipments are eligible for Money-Back Guarantee from the point of transfer to Carrier to Carrier's delivery of the item or point of transfer to the delivering interline carrier.</li> <li>3. Pickup. Shipments picked up no later than 5:00 p.m. local time (check with the local service center, as cut-off times may vary by shipping location) will be delivered by the scheduled delivery date. Money-Back Guarantee does not include missed pick-ups. The scheduled delivery date will be based on the date the pickup actually occurs and not on the date that the pickup was scheduled to occur.</li> <li>4. Deliveries. The scheduled delivery date for limited service zips reflect the day(s) of the week delivery service is planned (i.e., daily service to limited service points is not available – visit fedex.com for transit times on limited service points). Deliveries requiring appointments are eligible for Money-Back Guarantee if the appointment is set for the scheduled delivery date. Carrier does not, however, guarantee an appointment delivery time for shipments on the scheduled delivery date.</li> <li>5. Money-Back Guarantee Filing Process. Customer may request a refund for Carrier's failure to meet the scheduled delivery date by submitting a request through Carrier's web site or voice response unit (VRU). Customer's complete and accurate request must be submitted to Carrier within fifteen (15) calendar days after the date of invoice. If Customer paid by credit card, cash, check or money order, the request must be made within fifteen (15) calendar days from the ship date. If Customer's refund request is denied, Customer may appeal the denial by submitting an appeal request through the Carrier's Web site or VRU within five (5) business days immediately following the date of the Carrier's original denial of the refund request.</li> <li>6. Refunds and Credits. If Carrier determines that Customer is entitled to a refund, Carrier will issue a refund or credit to the debtor only. If the Customer has paid the invoice, Carrier will issue a refund to Customer for the applicable transportation charges. If the Customer has not paid the invoice, Carrier will adjust Customer's invoice to indicate that no charges are due for the specific service failure. Carrier will not issue refunds or credits to third parties and/or agencies. Cash, non-credit and credit hold Customers are eligible for Money-Back Guarantee. However, if Carrier determines that the Customer is entitled to a refund, Carrier will not provide an automatic refund. Instead, Carrier will call the Customer to apply the refund to the Customer's credit, if applicable.</li> <li>7. Exclusions. Money-Back Guarantee does not apply to the following shipments:             <ul style="list-style-type: none"> <li>A. Originating from or destined to any points outside the contiguous United States                     <ul style="list-style-type: none"> <li>1. To or from the states of Alaska and Hawaii and the commonwealth of Puerto Rico, Guam, US Virgin Islands and other US territories; to or from Canada, Mexico, the Caribbean, Central/South America, Europe and Asia</li> </ul> </li> <li>B. With scheduled delivery dates during designated blackout periods which will be so stated on the company web site pursuant to paragraph 11 of Item 760 herein.</li> <li>C. Requiring delivery on a holiday or weekend (both national and local holidays)</li> <li>D. Not properly packaged or labeled by the Shipper</li> <li>E. Containing hazardous materials that are incompatible with other items on the trailer</li> <li>F. Delayed due to missing, incomplete or inaccurate documentation</li> <li>G. Requiring delivery to residences (i.e., private residences, apartment complexes, dormitories, businesses located at a private residence, farm or ranch)</li> <li>H. Requiring delivery to limited access delivery locations, including, but not limited to, individual (mini) storage units, churches, schools, commercial establishments not open to the walk-in public during normal business hours, construction sites, fairs or carnivals, prisons, military base/installations and mine sites</li> <li>I. Requiring "protect from freezing" service</li> <li>J. Requiring special equipment for delivery, including fork lift, crane or other mechanical devices</li> <li>K. Requiring liftgate services</li> <li>L. Shipments held for consolidation</li> <li>M. Shipments that are dock pickup or will call</li> <li>N. Involving FedEx Freight Truckload® service, capacity management, brokerage, intermodal, spot market pricing or other special programs</li> <li>O. Involving spotted delivery trailers or Consignee unload</li> <li>P. Involving Shipper or Consignee caused delay</li> <li>Q. Held for inspection or detained by governmental regulation or mandate</li> </ul> </li> </ol>

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**Rules Tariff – U.S. Section 1**

Item	Rule
760 (cont'd)	<p>R. For appointments set for a date beyond the scheduled service date</p> <p>S. Paid by a third party payment service or logistics service company</p> <p>T. Paid by Customers that have waived the right to submit filings under Money-Back Guarantee as part of the Customers' contract</p> <p>U. If the failure to meet the scheduled delivery date is caused by events beyond Carrier's control, including, but not limited to, acts of God; acts or omissions of public authority; riots, strikes or labor disputes, including those of third parties; government regulations, orders or requirements; disruption in ground transportation as a result of weather or other causes; acts of public enemies or acts of terrorism; disruption or failure of communications or information systems; or acts or omissions of Shipper, Consignee or Owner of goods or any person or entity other than Carrier.</p> <p>V. Shipments subject to Capacity Load (Item 390)</p> <p>W. Shipments subject to Cubic Capacity and Density (Item 613)</p> <p>X. Shipments of extreme length as per Item 530 wherein which defines extreme length as "any shipping unit or piece with a dimension exceeding 15 feet in length." XLGH</p> <p>Y. Shipments subject to provisions of Item 822, Blind Shipments.</p> <p>8. Money-Back Guarantee does not cover shipments delivered damaged. Customer must utilize Carrier's claims process to file claims for damaged items. Money-Back Guarantee does, however, cover the transportation charges associated with damaged items delivered beyond the scheduled delivery date.</p> <p>9. The remedies provided in this Item 760 are the sole and exclusive remedies for any claims arising specifically under Money-Back Guarantee. In no event shall Carrier be liable for any consequential, incidental, special or economic loss or damages resulting from its failure to meet the scheduled delivery date, including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.</p> <p>10. 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.</p> <p>11. Carrier reserves the right to modify, suspend or cancel Money-Back Guarantee, at its sole discretion at any time without prior notice. Carrier will provide notice of any amendment, suspension or cancellation via its applicable company Web site accessible at fedex.com. The version of the Money Back Guarantee program on fedex.com is the most current version and is controlling.</p>
765	<p><b>PRECEDENCE OF RATES</b> (Exception to Item 765 of the NMF Series)</p> <p>1. The provision of Item 765 of the NMF Series will apply and in addition: Unless otherwise provided, when a pricing program is published in this tariff or in any other tariffs published by Carrier, such pricing program will be applied in the following order or precedence:</p> <p>A. FOR OUTBOUND PREPAID SHIPMENTS: 1. A pricing program published for the account of the Shipper will take precedence over all other pricing programs.</p> <p>B. FOR OUTBOUND COLLECT SHIPMENTS: 1. An inbound collect pricing program published for the account of the Consignee will take precedence over all other pricing programs. 2. If there is no inbound collect pricing program published for the account of the Consignee, the outbound collect pricing program published for the account of the Shipper will apply, unless the Shipper's pricing program does not apply on outbound collect shipments.</p> <p>C. FOR INBOUND COLLECT SHIPMENTS: 1. The inbound collect pricing program published for the account of the Consignee will take precedence over all other pricing programs. 2. If there is no inbound collect pricing program published for the account of the Consignee, the outbound collect pricing program published for the account of the Shipper will apply, if applicable.</p> <p>D. FOR THIRD PARTY SHIPMENTS (applies when bill of lading indicates a party other than the Shipper, Consignee, or Shipper or Consignee's freight payment processor as the Payor of the freight charges) 1. A pricing program published for the account of the Third Party Payor will take precedence over all other pricing programs. 2. A Third Party Payor pricing program will apply only when the Third Party Payor is neither the Shipper nor the Consignee. 3. All Third Party Payor shipments must be prepaid. 4. When the Bill of Lading shows freight terms as prepaid and instruction for Third Party Billing, and the Third Party Payor is the same as the Consignee or the Consignee's freight payment processor, the terms will be changed to Collect, billing the Consignee or the Consignee's freight payment processor.</p> <p>2. For the purpose of applying this item, the following terms are defined as designated: A. Shipper or Signor – The party shown on the bill of lading at time of pickup as the Shipper of the goods. B. Consignee - The party shown on the bill of lading at time of pickup as the Consignee of the goods. C. Third Party Payor – The party shown on the bill of lading as the Payor of the freight charges who is neither the Shipper nor the Consignee, nor the freight payment processor of either the Shipper or the Consignee. D. Freight Payment Processor (commonly referred to as "Bill-To") – A bank or freight payment agency designated to pay the freight charges on behalf of the Shipper, Consignee or Third Party Payor. E. Pricing Program – Any program created to apply in lieu of the Carrier's full actual class rates and charges as published in FXF 1000 Series tariff.</p>
780	<p><b>PROHIBITED OR RESTRICTED ARTICLES</b></p> <p><b>Alcoholic Beverages</b> Only licensed entities may ship alcohol of any type with FedEx. For more information, go to fedex.com/us/wine. Consumers may not ship alcohol.</p> <p>A. Licensee to Licensee. FedEx will accept alcohol shipments (beer, wine and spirits) when both the 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. Contact your FedEx account executive for complete details.</p> <p>B. Licensee to Consumer. FedEx will accept wine shipments from licensed entities directly to consumers, subject to additional requirements and all applicable laws and regulations. Contact your FedEx account executive for complete details. Shipments of beer or spirits to consumers are prohibited.</p> <p>C. Alcoholic Beverages will not be accepted for shipment to Canada from the U.S.</p> <p>D. Alcoholic Beverages will not be accepted for shipment or delivery by FedEx National LTL in the states of New Jersey and New Hampshire.</p> <p><b>Declared Value and Limits of Liability (Not Insurance Coverage)</b> Exposure to and risk of any loss in excess of the maximum liability as outlined in Item 420 is either assumed by the shipper or transferred by the shipper to an insurance carrier through the purchase of an insurance policy. The shipper should contact an insurance agent or broker if insurance coverage is desired. CARRIER DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.</p> <p>E. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS OR RESTRICTIONS ALLOWED IN THE FEDEX RULES TARIFF IS NULL AND VOID. OUR ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES</p>

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**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>780</b> (cont'd)</p>	<p>NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THE FEDEX RULES TARIFF AS TO SUCH SHIPMENT.</p> <p>REGARDLESS OF THE DECLARED VALUE OF A SHIPMENT, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION, ANY FAILURE TO PROVIDE INFORMATION, OR MISDELIVERY OF INFORMATION, WILL NOT EXCEED ITS REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.</p> <p>F. See Liabilities Not Assumed section for other limitations and exclusions on our liability.</p> <p><b>Firearms</b></p> <p>G. Carrier will transport and delivery firearms as defined by the United States Gun Control Act of 1968, between areas served in the US, but only between:</p> <ol style="list-style-type: none"> <li>1. Licensed importers; licensed manufacturers; licensed dealers; licensed collectors; law enforcement agencies of the US or any other department or agency thereof; and law enforcement agencies of any state or any department, agency or political subdivisions thereof; or</li> <li>2. Where not prohibited by local, state and federal law, from individuals to licensed importers, licensed manufacturers or licensed dealers (and return of same).</li> </ol> <p>H. Carrier cannot ship or deliver firearms C.O.D.</p> <p>I. Upon presenting the goods for shipment, the person tendering the shipment to Carrier is required to notify Carrier that the shipment contains a firearm. The outside of the package(s) must not be marked, labeled or otherwise identify that the package(s) contains a firearm.</p> <p>J. The shipper and recipient must be of legal age as identified by applicable law.</p> <p>K. The shipper and recipient are required to comply with all applicable government regulations and laws, including those pertaining to labeling. The Bureau of Alcohol, Tobacco, Firearms and Explosives can provide assistance.</p> <p>L. Carrier will transport small-arms ammunition when packed and labeled in compliance with local, state and federal law, and the Hazardous Materials section of this Service Guide. Ammunition is an explosive and must be shipped separately as hazardous materials. You agree not to ship loaded firearms or firearms with ammunition in the same package.</p> <p><b>Hazardous Materials</b></p> <p>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. 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, hazardous substances, inhalation hazards, and biohazards such as blood, urine, fluids and other noninfectious diagnostic specimens. You are prohibited from tendering the following items for shipment, and they will not be accepted:</p> <ol style="list-style-type: none"> <li>1. Explosives, Canada – Import from US – (All classes &amp; divisions including ammunition)</li> <li>2. Explosives, Domestic – (Class 1.1, 1.2, 1.3, 1.5)</li> <li>3. Explosives, Mexico – (All Classes &amp; divisions)</li> <li>4. Flammable Solids (Mexico only):             <ul style="list-style-type: none"> <li>- Div 4.2 – Spontaneously Combustible</li> <li>- Div 4.3 – Dangerous When Wet</li> </ul> </li> <li>5. Nitrocellulose (Except UN3270)</li> <li>6. Poisonous/Infectious Substances:             <ul style="list-style-type: none"> <li>- Infectious substances Div 6.2</li> <li>- Poison materials (with inhalation toxicity) Div 6.1 (Mexico only)</li> <li>- Poison materials (with inhalation toxicity) Zone A</li> <li>- Poison materials (with inhalation toxicity) Zone B bulk (over 119 gallons)</li> </ul> </li> <li>7. Radioactive substances regulated by the D.O.T.</li> </ol> <p>Expressly for shipments carried by FedEx National LTL all of the above are restricted and prohibited including the following specific items:</p> <ol style="list-style-type: none"> <li>1. Nitrocellulose (colloided) NMFC item 141020</li> <li>2. Nitrogen Fertilizer Solution or Fertilizer Ammoniating Solution, NMFC item 141040</li> <li>3. Nitrostarch NMFC item 141080</li> <li>4. Nitrostarch NMFC item 141100</li> </ol> <p><b>Liabilities Not Assumed</b></p> <p>CARRIER WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE DECLARED VALUE OF A SHIPMENT, WHETHER OR NOT CARRIER KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED WITHOUT CARRIER'S PRIOR AGREEMENT IN WRITING.</p> <p>In no event shall Carrier, including, without limitation, agents, contractors, employees and affiliates, be liable for any special, incidental or consequential damages, including, without limitation, loss of profits or income, whether or not Carrier had knowledge that such damages might be incurred WITHOUT CARRIER'S PRIOR AGREEMENT IN WRITING.</p> <p>Carrier 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, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence. Carrier will not be liable for, nor shall any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:</p> <ol style="list-style-type: none"> <li>1. The act, default or omission of any person or entity, other than FedEx, including those of any local, state or federal government agencies.</li> <li>2. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.</li> <li>3. The shipper's violation of any of the terms and conditions contained in this tariff, as amended from time to time, including, but not limited to, the improper and insufficient packing, securing, marking and labeling of shipments.</li> <li>4. Perils of the air, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, hazards incident to a state of war, local, national or international weather conditions (as determined solely by Carrier), local, national or international disruptions in ground transportation networks (as determined solely by Carrier), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), Acts of God or natural disasters (earthquakes, floods, tornados and hurricanes are examples of natural disasters), conditions that present a danger to Carrier personnel, and disruption or failure of communication and information systems (including, but not limited to, Carrier systems).</li> <li>5. Acts or omissions of any person or entity other than Carrier, including our compliance with verbal or written delivery instructions from the sender, recipient, or persons claiming to represent the shipper or recipient.</li> <li>6. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
780 (cont'd)	<p>7. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.</p> <p>8. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.</p> <p>9. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address.</p> <p>10. Shipments released without obtaining a signature when a signature release is on file.</p> <p>11. (1) Our failure to honor package-orientation graphics (e.g., "up" arrows, "this end up" markings), "fragile" labels or other special directions concerning packages.            (2) Damages indicated by any shockwatch, tiltmeter or temperature instruments.            (3) Your failure to ship goods in packaging approved by FedEx prior to shipment where such prior approval is recommended or required.</p> <p>12. The shipment of scale models (including, but not limited to, architectural models, dollhouses, and so on) and prototypes.</p> <p>13. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.</p> <p>14. Performance of any services will not constitute Carrier as the shipper's or anyone's agent for any purpose.</p> <p>15. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items when not enclosed in outer packaging, or other general shipping containers whose outer finish might be damaged by adhesive labels, soiling or marking incidental to transportation.</p> <p>16. Shipping of plants and plant materials is discouraged with Carrier. Carrier assumes no liability for damages resulting from delay of shipments.</p> <p>17. If a shipment is refused by the recipient, leaks, or is damaged, the shipment will be returned to the sender, if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for and will reimburse Carrier for all costs and fees of any type connected with the legal disposal of the shipment and all costs and fees of any type connected with cleanup of any spill or leakage.</p> <p>18. Carrier will not be liable for any package where Carrier records do not reflect that the package was tendered to Carrier by the shipper. For shipments entered into a FedEx self-invoicing system, Internet shipping device or any other electronic shipping method used to ship a package, the shipper is responsible for deleting any shipments entered into such system but not tendered to Carrier. If the shipper fails to do so and is billed for the shipment and seeks a refund, credit or invoice adjustment, the shipper must comply with the notice provisions in Invoice Adjustments/Overcharges in the Billing section.</p> <p>19. Shipments of any eggs or live fish.</p> <p>20. The shipment of any alcoholic beverages or tobacco products if you fail to comply with the applicable terms and conditions.</p> <p>21. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:</p> <ol style="list-style-type: none"> <li>The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.</li> <li>Packaging that is in accordance with the FedEx packaging guidelines available online at <a href="http://fedex.com/us/services/package shipment/preparing">fedex.com/us/services/package shipment/preparing</a>.</li> <li>FedEx laptop packaging, for shipments of laptop computers.</li> <li>FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.</li> </ol> <p>22. Carrier does not provide protective services for transportation of perishable commodities or of commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for loss of value or damage occasioned by exposure to heat or cold except to the extent provided in Item 810. The shipper agrees to not file damage claims for perishable items.</p> <p>23. Automated Shipping Devices and Software-Based Shipping Systems. Carrier will not be liable for any extra services where our records do not reflect that the package information was transmitted by the shipper.</p> <p>24. Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.</p> <p>25. The shipper's failure to provide accurate delivery address information.</p> <p>26. Any shipment containing a prohibited item. (See the Prohibited Items section.)</p> <p>27. Our inability or failure to complete a delivery, or a delay to any delivery, due to acts or omissions of customs or other regulatory agencies.</p> <p>28. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes or other charges.</p> <p>29. Our failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.</p> <p>30. Dangerous-goods shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. Carrier will not pay a claim on undeclared or hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.</p> <p><b>Prohibited Items</b>            You are prohibited from tendering the following items for shipment except for antique furniture described in NMFC Items 100240 or 100260, or pictures or paintings described in Items 100240, 100260 or 149420, the following property will not be accepted for shipment nor as premiums accompanying other articles:</p> <ol style="list-style-type: none"> <li>Money, cash, bank bills, coins, currency, paper money and negotiable instruments equivalent to cash, such as endorsed stocks, bonds, drafts and cash letters.</li> <li>Collectible coins and stamps.</li> <li>Postage stamps.</li> <li>All live animals and live Poultry.</li> <li>Live insects.</li> <li>Animal carcasses. (Animal heads and other parts for taxidermy may be accepted but must be properly packaged.)</li> <li>Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains</li> <li>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</li> <li>Shipments that may cause damage or delay to equipment, personnel or other shipments.</li> <li>Lottery tickets and gambling devices where prohibited by local, state, federal, provincial or national law.</li> <li>Hazardous waste, including, but not limited to, used hypodermic needles or syringes, or other medical waste.</li> <li>Packages that are wet or leaking.</li> <li>Pornographic and/or obscene material which is prohibited by law.</li> <li>Biological Products.</li> <li>Etiologic agents.</li> <li>Deeds.</li> <li>Household Waste, Industrial Garbage.</li> </ol>

(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule
780 (cont'd)	<p>18. Letters, with or without stamps, unless Consignor/Consignee is U.S.P.S.</p> <p>19. Liquids, in bulk, requiring special tank truck equipment.</p> <p>20. Nitrocellulose (Except UN3270).</p> <p>21. Notes.</p> <p>22. Revenue or Tax Stamps.</p> <p>23. Valuable papers of any kind.</p> <p>24. Tires that can be defined as used, defective, scrap, salvage, waste, or are otherwise other than new.</p> <p>25. Perishable foodstuffs and foods and beverages requiring refrigeration or other environmental control.</p> <p>26. Freight requiring refrigeration or protection from heat, excluding shipments protected by the Consignor.</p> <p>27. Carbon Black.</p> <p>28. Fresh Foods: including Milk, Cream Vegetables, Fruits, and Meat.</p> <p>29. Envelopes or wrappers, government stamped, in shipments weighing 30,000 pounds or more.</p> <p>30. Articles of extraordinary value (extraordinary value is defined as items valued in excess of \$50 per pound per package).</p> <p>31. Vehicles, Motorized/Self Propelled – Canada Import from US.</p> <p>32. 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.</p> <p>33. Film (including moving picture films), photographic images (including photographic negatives), photographic chromes and photographic slides.</p> <p>34. 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.</p> <p>35. 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.</p> <p>36. Museum exhibits.</p> <p>37. Collector's items such as sports cards, souvenirs and memorabilia. (Collector's coins and stamps may not be shipped).</p> <p>38. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass and any other commodity with similarly fragile qualities.</p> <p>39. Jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal.</p> <p>40. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.</p> <p>41. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).</p> <p>42. 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.</p> <p>Notwithstanding any other provisions of the FedEx Rules Tariff, we are not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.</p> <p>Carrier must approve in writing prior to accepting the following items.</p> <ol style="list-style-type: none"> <li>1. Aircraft disk brakes – carbon.</li> <li>2. FedEx Freight and FedEx National LTL may accept household goods ("HHG") only when each of the following conditions is met: <ol style="list-style-type: none"> <li>a. The shipment is picked up and delivered entirely within FedEx Freight's or FedEx National LTL's territory.</li> <li>b. A HHG mover or broker is the requester of and debtor for the transportation services requested. A HHG mover or broker is a commercial business that is properly licensed, certified, and insured per applicable city, county, state, federal, and any other applicable law or regulation.</li> <li>c. Pickup and Delivery service must occur at a HHG mover's facility or a military installation.</li> <li>d. The freight is tendered in a single container only (crate or liftvan).</li> <li>e. The container is forklift compatible.</li> <li>f. The freight is power loaded by the Shipper.</li> <li>g. The freight is power unloaded by the Consignee.</li> <li>h. The Bill of Lading must state that the articles are released to a value not to exceed 10 cents per lb at CL 100 (no lower class exceptions).</li> <li>i. The Consignee name and address on the Bill of Lading must match the Consignee name and address on the container</li> <li>j. Invoice value exceeding \$25.00 per pound per package or \$100,000 per incident per Shipper (excluding the weight of packaging and/or shipping container, pallets, skids and the like); whichever is lower (Except as provided in Item 420 herein).</li> </ol> </li> </ol> <p><b>Tobacco Products</b></p> <p>Tobacco products will be accepted only when shipped from a licensed dealer or distributor to another licensed dealer or distributor. Packaging must be approved by FedEx Packaging Design and Development prior to shipping. The shipper is solely responsible for compliance with any applicable regulations, which may vary from state to state.</p>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>810</b></p>	<p><b>PROTECTION FROM FREEZING SERVICE</b></p> <ol style="list-style-type: none"> <li>1. When Consignor/Consignee requests a shipment be protected from freezing, the following charges and provisions will apply:               <ol style="list-style-type: none"> <li>A. The following services will not be performed for shipments requiring protection from freezing:                   <ol style="list-style-type: none"> <li>1. Appointment Delivery</li> <li>2. Order Notify</li> <li>3. COD</li> <li>4. In Bond</li> <li>5. Export Shipments</li> </ol> </li> <li>B. Charges will be \$1.91 cwt, subject to a minimum charge of \$19.00 per shipment in addition to the otherwise applicable rates and charges.</li> <li>C. PROTECTION FROM FREEZING SERVICE will only be provided when                   <ol style="list-style-type: none"> <li>1. Suitable equipment is available.</li> <li>2. The outside temperature is above 10 degrees Fahrenheit.</li> <li>3. Consignor endorses the bill of lading "protect from freezing", or words of similar purport. Such markings will be on each package requiring the service when shipment weighs less than 6,000 lbs.</li> <li>4. The commodities being shipped have a freezing point of 32 degrees or less.</li> </ol> </li> <li>D. PROTECTION FROM FREEZING SERVICE charge will apply only in the months of November through March.</li> <li>E. PROTECTION FROM FREEZING SERVICE may be withdrawn at Carrier's discretion wholly or on an individual basis.</li> </ol> </li> </ol>
<p><b>820</b> (Revised 3-2-09)</p>	<p><b>RECONSIGNMENT, DIVERSION, RELINQUISHMENT</b></p> <ol style="list-style-type: none"> <li>1. When shipment is at Carrier's service center at point of origin and Consignor/Consignee requests the shipment be reconsigned/diverted by making a change in Consignee's name, place of delivery and/or in the destination point, the following charge will apply:       <ol style="list-style-type: none"> <li>A. \$25.70 per shipment plus linehaul charges from origin to final destination.           <ol style="list-style-type: none"> <li>1. Applicable only if shipment has not been loaded onto linehaul pup/set, or if shipment has not left origin service center point in cases where shipment is not transferred to linehaul pup/set.</li> <li>2. The origin center will be the FedEx Freight center when pick up service is provided by FedEx Freight for FedEx National.</li> </ol> </li> </ol> </li> <li>2. When shipment is at Carrier's service center at point of origin and Consignor or Owner of the goods requests the shipment be returned (relinquished) to the original place of shipment or delivered to another carrier, the following charge will apply:       <ol style="list-style-type: none"> <li>A. Prior to Delivery, \$7.76 per cwt., subject to a minimum charge of \$77. Maximum charge will be \$813 per pup, per shipment.           <ol style="list-style-type: none"> <li>1. Applicable only if shipment has not been loaded onto linehaul pup/set, or if shipment has not left origin service center point in cases where shipment is not transferred to linehaul pup/set.</li> <li>2. The origin center will be the FedEx Freight center when pick up service is provided by FedEx Freight for FedEx National.</li> </ol> </li> </ol> </li> <li>3. When, except as provided in paragraphs 1 &amp; 2, Consignor or Owner of the goods requests a shipment be reconsigned/diverted by making a change in Consignee's name, place of delivery and/or in the destination point, the following provisions will apply:       <ol style="list-style-type: none"> <li>A. When Consignee's name is changed, but place of delivery is not changed:           <ol style="list-style-type: none"> <li>1. Prior to Delivery, \$25.70 per shipment plus linehaul charges from origin to final destination.</li> <li>2. After tender of Delivery when redelivery is requested or required, \$7.76 per cwt. subject to minimum charge of \$77 and a maximum charge of \$813 per pup, per shipment, plus linehaul charges from origin to final destination.</li> </ol> </li> <li>B. When place of delivery is changed and Carrier services both original and new destination point by the same service center:           <ol style="list-style-type: none"> <li>1. Prior to Delivery, \$55 per shipment plus linehaul charges from origin to final destination.</li> <li>2. After tender of Delivery, \$7.76 per cwt. subject to a minimum charge of \$77 and a maximum charge of \$813 per pup, per shipment plus linehaul charges from origin to final destination.</li> </ol> </li> <li>C. When destination point is changed, and Carrier services both original and new destination points by different service centers:           <ol style="list-style-type: none"> <li>1. Prior to Delivery, applicable rates and charges to and from the reconsignment point.</li> <li>2. After Tender of Delivery, applicable rates and charges to and from the reconsignment point, but not less than the through rate from original origin to original destination point.</li> </ol> </li> <li>D. When Consignor/Consignee accepts shipment at Carrier's service center located at reconsignment point or when origin Carrier relinquishes to another Carrier at origin Carrier's service center located at reconsignment point:           <ol style="list-style-type: none"> <li>1. Prior to Delivery, \$4.57 per cwt., subject to a minimum charge of \$37, plus applicable rates from origin to reconsignment point.</li> <li>2. After Tender of Delivery, \$7.76 per cwt., subject to a minimum charge of \$77, plus rates from origin to reconsignment point.</li> </ol> </li> <li>E. When portions of shipments are reconsigned/rerouted, each portion will be considered a separate shipment. The charges applicable in Part 3 (C) of this item will apply for the reconsigned portion with otherwise applicable charges applying on that portion not reconsigned. Sorting and segregating service, when required, will be charged for per Item 887, Paragraph 5 (A), in addition to all other applicable charges.</li> </ol> </li> <li>4. When, prior to pickup or receipt of shipment, instructions are received by the originating Carrier to reassign a shipment, and shipment is accompanied by a through bill of lading, the following provisions and charges will apply:       <ol style="list-style-type: none"> <li>A. Instructions to Carrier must be received by originating service center.</li> <li>B. Carrier will accept the shipment when tendered by the party in possession of the shipment.</li> <li>C. Carrier will issue a receipt therefore (not a bill of lading) to the party tendering the shipment.</li> <li>D. Carrier will execute the bill of lading for the through shipment.</li> <li>E. A flat charge of \$77 per shipment plus linehaul charges from origin to final destination will apply.</li> </ol> </li> <li>5. Except as provided in Paragraph 1 and 2 herein, prior to delivery shall apply only when carrier receives request for RECONSIGNMENT before shipment has been loaded onto delivery pup/set or before the shipment has been dispatched for delivery.</li> <li>6. Carrier will make a diligent effort to execute a request for RECONSIGNMENT, but will not be responsible if such service is not effected.</li> <li>7. Charges as found in Item 580 (MARKING OR TAGGING FREIGHT) will not apply on shipments subject to this item.</li> <li>8. Except as otherwise provided in Paragraph 2 herein, see item 825 for returned shipments.</li> <li>9. See Item 822 for Blind Shipments.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
822	<p><b>BLIND SHIPMENTS</b></p> <ol style="list-style-type: none"> <li>Requestor must complete and fax to Carrier form "Letter of Authority for Blind Shipments" and corrected bill of lading or letter of authority with desired change. Carrier will acknowledge receipt with a returned fax.</li> <li>Carrier must be satisfied that the requestor has the legal authority to divert the shipment.</li> <li>A charge of \$77 will apply in addition to all other applicable charges.</li> <li>Actual origin city, state and zip and ultimate destination city, state and zip will be shown on Carrier's bill.</li> <li>Charges as found in Item 580 (Marking or Tagging Freight) will not apply on shipments subject to this item.</li> <li>Only requests prior to pick up will be considered for this service.</li> <li>If the "Letter of Authority for Blind Shipments" form is not received by the Carrier prior to pickup, the request will be handled as a reconsignment subject to the provisions of Item 820 herein.</li> <li>See Item 820 for Reconsignment, Diversion, Relinquishment.</li> <li>Charges for this service and applicable line haul charges must be billed prepaid and paid by the party requesting the service.</li> <li>Carrier will make a diligent effort to execute a request for Blind Shipment, but will not be responsible if such service is not effected.</li> </ol>
825	<p><b>RETURNED SHIPMENTS</b></p> <ol style="list-style-type: none"> <li>Upon request of the Shipper, undelivered shipments to be returned will be subject to the rates and charges applicable from the new origin (the original destination of the outbound shipment)</li> <li>Shipments moving under the provisions of this item will be subject to all other provisions of the Rules Tariff, except Item 580 MARKING OR TAGGING FREIGHT.</li> </ol>
830	<p><b>REDELIVERY</b></p> <ol style="list-style-type: none"> <li>When a shipment is tendered for delivery, and through no fault of Carrier such delivery cannot be accomplished, the following charge for each additional tender of delivery to the original destination points will apply:             <ol style="list-style-type: none"> <li>\$7.76 per cwt., subject to a minimum charge of \$77. Maximum charge will be \$813 per shipment.</li> </ol> </li> <li>REDELIVERY charges will not apply on shipments picked up at original destination service center.</li> </ol>
887	<p><b>SORTING, SEGREGATING, RECONSTRUCTING</b></p> <ol style="list-style-type: none"> <li>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 the 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:             <ol style="list-style-type: none"> <li>\$1.77 per cwt. or \$0.66 per piece, whichever produces the higher charge, subject to a minimum charge of \$72.</li> </ol> </li> <li>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.</li> <li>When the product terms of sale requires a shipment be sorted or segregated but the Consignor fails to tender the shipment in that manner, any charges accruing under this item shall be borne by the Consignor.</li> <li>All charges must be prepaid or guaranteed to the satisfaction of the Carrier before service is performed and shipment released.</li> </ol>
888	<p><b>SHIPMENT ASSEMBLY AT ORIGIN (FLOW LOADING)</b></p> <ol style="list-style-type: none"> <li>When Carrier is requested to assemble shipments at point of origin the following will apply:             <ol style="list-style-type: none"> <li>Shipper must supply bills of lading and labels identifying which product is to be shipped on each shipment.</li> <li>Carrier will assemble product into shipments according to the Shipper supplied bills of lading, apply the Shipper supplied labels and forward the completed shipments to destination.</li> <li>Carrier liability for piece count will not commence until the shipments have been assembled and the bills of lading signed by the Carrier. Carrier will notify Shipper immediately of any shortage or overage of products for disposition.</li> <li>Applicable charges for Shipment Assemble are as follows:                 <ol style="list-style-type: none"> <li>\$0.67 per piece or package, or</li> <li>\$1.11 per 100 pounds, whichever is greater,</li> <li>Subject to a minimum charge of \$21 per shipment.</li> </ol> </li> <li>The above Shipment Assembly charges do not include the line haul charges from point of origin to point of destination but are in addition to the applicable line haul charges.</li> </ol> </li> <li>Carrier will make a diligent effort to execute the request for Shipment Assembly, but will not be responsible if resources are not available to complete request.</li> <li>Charges for the Shipment Assembly and applicable line haul must be billed prepaid and paid by the party requesting the service.</li> </ol>
890	<p><b>LIFTGATE SERVICE</b></p> <ol style="list-style-type: none"> <li>The charges for this service will be paid by the party that requested the service, or guaranteed by the 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.             <ol style="list-style-type: none"> <li>When FedEx Freight or FedEx National LTL provides liftgate service, the charge will be \$5.15 per cwt, subject to a minimum charge of \$76 and a maximum charge of \$251.</li> </ol> </li> </ol>
900	<p><b>STOPOFFS</b></p> <ol style="list-style-type: none"> <li>Except as otherwise provided, shipments rated at 10,000 pounds or more may be stopped in transit up to four times for the purpose of partial loading or unloading (but not both at the same point), providing that each stopoff point is immediately en route between origin and final destination. Shipper must prepay all charges. The provisions of this item do not apply to COD shipments when unloading service is provided nor to Exclusive Use shipments. Linehaul charges will be based on the total weight of all freight transported by Carrier, from the initial origin point, to any intermediate point where shipment is stopped for partial loading or unloading or to the final destination point. The higher resultant charges will be applicable to the shipment. A charge of \$279 per stop will apply in addition to linehaul charges.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
910	<p><b>STORAGE</b></p> <ol style="list-style-type: none"> <li>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:               <ol style="list-style-type: none"> <li>A. When freight is held by Carrier:                   <ol style="list-style-type: none"> <li>1. \$2.22 per cwt. per each 24 hours, subject to the following minimum and maximum charges:                       <ol style="list-style-type: none"> <li>a. Minimum charge, LTL, \$21 per shipment per each 24 hours, but not less than \$77 per shipment.</li> <li>b. Minimum charge, TL, Volume, Exclusive Use or Capacity Load, \$155 per shipment.</li> <li>c. Maximum charge, LTL and/or TL, or per pup if more than one pup or if a vehicle is used:                           <ol style="list-style-type: none"> <li>1. \$155 for the first 24 hours or fraction thereof.</li> <li>2. \$207 for the second 24 hours or fraction thereof.</li> <li>3. \$310 for the third and each succeeding 24 hours or fraction thereof.</li> </ol> </li> </ol> </li> <li>B. When freight is placed in a public warehouse:                   <ol style="list-style-type: none"> <li>1. \$3.10 per cwt. per each 24 hours, subject to the following minimum and maximum charges:                       <ol style="list-style-type: none"> <li>a. Minimum charge, LTL and/or TL, \$77.</li> <li>b. Maximum charge, LTL and/or TL, or per pup or a vehicle if more than one pup is used, \$880.</li> </ol> </li> </ol> </li> </ol> </li> <li>2. STORAGE charges will begin accruing at 12:01 AM the first business day following arrival notice (see Item 750 for definition of 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 actual number business days such shipment is stored.</li> <li>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.</li> <li>4. When a shipment is on hand and disposition has not been received by the specified date shown on the issued notice, freight will be sold at public auction. A fee of \$246 will apply to cover all handling, administrative and other associated costs.</li> </ol> </li></ol>
920	<p><b>HAZARDOUS MATERIALS OR SUBSTANCES</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. When Consignor/Consignee requests Carrier to transport hazardous materials or substances, the following charges will apply:               <ol style="list-style-type: none"> <li>A. \$16 per shipment.</li> </ol> </li> <li>3. Any notation on the bill of lading which limits or denies Carrier access to the pup/set shall be deemed by Carrier to require EXCLUSIVE USE and rated accordingly.</li> </ol>
930	<p><b>SUBSTITUTED SERVICE</b></p> <ol style="list-style-type: none"> <li>1. Carrier may, at their option, substitute other linehaul service for their actual services.</li> </ol>
950	<p><b>PORT CHARGES</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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 \$7.81 per cwt subject to a minimum charge of \$35 and maximum charge of \$738, per shipment. Charges do not apply to shipments transported in ocean containers with running gear.</li> <li>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 \$111 per shipment.</li> <li>4. When Carrier, upon request to pick up an LTL shipment at a port location and has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the Carrier, pickup cannot be completed or shipment is not available for pickup, a charge of \$105 will be assessed against the party requesting the pickup.</li> </ol>
959	<p><b>FREIGHT TRANSFER</b></p> <ol style="list-style-type: none"> <li>1. When, through no fault of Carrier, pickup or delivery is made with equipment other than Carrier’s normal linehaul pup/set or vehicle, and the Carrier must transfer the lading prior to movement, the following charges will apply:               <ol style="list-style-type: none"> <li>A. \$3.26 per cwt., subject to a minimum charge of \$493.</li> </ol> </li> <li>2. When shipments cannot be picked up in the linehaul pup/set or vehicle, the Consignor will be responsible for the charges.</li> <li>3. When shipments cannot be delivered in the linehaul pup/set or vehicle, the Consignee will be responsible for the charges unless the Bill of Lading is specifically endorsed to show prepayment of the charges.</li> </ol>
960	<p><b>LOSS OR DAMAGE – CLAIM FILING</b></p> <ol style="list-style-type: none"> <li>1. All claims for loss, damage or delay must be filed within nine (9) months of the date of delivery, or in the case of non delivery, within nine (9) months after a reasonable time for delivery has elapsed. Any civil action against Carrier must be brought within two years and one day from the date Carrier gives written notice that Carrier has disallowed any part of the claim specified in the notice.</li> <li>2. Claims not filed within the nine (9) months statute of limitations will be declined.</li> <li>3. All claims must include complete shipper and recipient information, freight bill number, an explanation of loss or damage, the dollar amount being claimed, and the claimant’s contact information.</li> <li>4. All claims must be accompanied by documents supporting the amount of the claim. Such documents may include original manufacturer or purchase invoices, estimates or invoices for repair, expense statements, appraisals, or other documents verifiable to Carrier’s satisfaction.</li> <li>5. Delivery receipts will be reviewed wherever possible in connections with each claim. Receipt of the shipment by the recipient without written notice of damage on the delivery receipt is prima facie evidence that the shipment was delivered in good condition. Visible loss or damage apparent at the time of delivery should be recorded in detail on the delivery receipt.</li> <li>6. In the case of a claim for concealed loss or damage that is not discovered at the time of delivery, the claimant must notify Carrier promptly as possible after the discovery of the damage, and in any event should be reported no later than 15 days after the date of delivery. Inspection or waiver of inspection will be provided by Carrier as promptly as possible and practicable after receipt of request by the consignee. However, should Carrier waive inspection, Consignee must make the inspection and record all information to the best of his or her ability.</li> <li>7. All original shipping cartons, packing (inner and outer) and contents must be available for inspection by Carrier, and packaging and contents must be retained by the claimant until the claim is resolved. It is the duty of the claimant, where there is substantial value in salvage, to accept and handle it in such a manner as to mitigate the claimed loss as much as possible either through repair or discounted sales.</li> <li>8. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by Carrier.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>980</b> (Revised 2-2-09) *</p>	<p><b>WEIGHING AND INSPECTION</b></p> <ol style="list-style-type: none"> <li>1. If the description, weight, or other information contained on the bill of lading is incomplete or believed to be incorrect, the Carrier or Carrier's agent will take action necessary to determine the correct information. Actions to determine actual freight characteristics may include depending on the freight characteristic in question:               <ol style="list-style-type: none"> <li>A. Opening of packages to inspect the contents to determine proper classification.</li> <li>B. Verification of gross shipment weights.</li> <li>C. Verification of actual or declared density.</li> <li>D. Collection of other sufficient evidence necessary to verify whether or not the shipment is correctly described</li> </ol> </li> <li>2. When the information is found to be incorrect, the Carrier freight bill will be corrected and freight charges assessed per item 981 according to the proper descriptions and weights, as determined by Carrier's Legal for Trade, or a public certified scale, the increased weight will be charged at the highest rated commodity in the shipment. Deficit weight, if any, will be charged per NMF 100 series. Verification record may include individual shipment weight, or re-weigh certificate, or other shipment record. Carrier will make a copy of the written or electronic weight verification available to Shipper or Consignee upon request.</li> <li>3. Density will be determined by the cube utilized as determined by the methods contained in Item 110, Section 8 of the National Motor Freight Classification (NMF 100) Series and the weight shown on the Shipper's bill of lading, unless the Carrier determined the weight on the bill of lading to be in error or the Shipper provides documentation that the weight was in error.</li> </ol>
<p><b>981</b> (Effective 2-2-09)</p>	<p><b>WEIGHT (REWEIGH) AND FREIGHT (INSPECTION) VALIDATION</b></p> <ol style="list-style-type: none"> <li>1. In the event Carrier reweighs the shipment and the difference in weight is less than 50 pounds greater than the weight on the bill of lading, no reweigh fee applies and no changes in linehaul charges will occur.</li> <li>2. In the event Carrier validates the weight of the shipment and the difference in weight is an increase of 50 pounds or greater than the weight on the bill of lading, a validation fee of \$15.50 applies plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.</li> <li>3. In the event Carrier validates the weight of the shipment and the difference in weight is a reduction of 50 pounds or more than the weight on the bill of lading, a validation fee of \$15.50 applies plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.</li> <li>4. A freight validation fee of \$15.50 per occurrence will be applied to any freight bill where an adjustment to linehaul and/or accessorial charges has been made due to an inspection. This charge will be in addition to all other lawful charges.</li> </ol>
<p><b>990</b></p>	<p><b>WEIGHING SERVICE</b></p> <ol style="list-style-type: none"> <li>1. When Consignor/Consignee requests any shipment or pup/set or vehicle to be weighed, and the shipment is in Carriers's custody and suitable equipment is available, the following WEIGHT VERIFICATION charges will apply:               <ol style="list-style-type: none"> <li>A. Use of Carrier's scale:                   <ol style="list-style-type: none"> <li>1. \$58 for each weighing, per shipment or pup/set or vehicle.</li> </ol> </li> <li>B. Use of a certified public scale as requested by Consignor/Consignee:                   <ol style="list-style-type: none"> <li>1. \$155 for each weighing, per shipment or pup/set or vehicle, plus the fee assessed Carrier for use of said scale.</li> </ol> </li> </ol> </li> <li>2. Carrier may verify weights shown on bills of lading after acceptance of the shipment, using Carrier's Legal for Trade, or a public certified scale.</li> <li>3. In all cases, if the bill of lading weight is found to be incorrect, Carrier will adjust the billed weight accordingly and charges will be based on the adjusted billed weight.</li> </ol>
<p><b>992</b></p>	<p><b>SPLIT PICKUP TRAILER CHASSIS AND CONTAINER</b></p> <ol style="list-style-type: none"> <li>1. When Consignor/Consignee requests Carrier to pick up a chassis at one location and the container at a location more than one mile apart, the following charges will apply:               <ol style="list-style-type: none"> <li>A. \$163 per chassis/container used, plus \$2.15 per mile per chassis/container for each mile in excess of 25 miles between the split pick up locations.</li> </ol> </li> </ol>
<p><b>993</b></p>	<p><b>EXEMPT COMMODITIES</b></p> <ol style="list-style-type: none"> <li>1. Unless otherwise provided, when the NMFC changes a classification rating of a commodity to "exempt", the commodity will be rated at the applicable class as published in the most recent NMFC tariff or supplement in effect prior to that NMFC tariff or supplement which changed the classification rating to "exempt".</li> </ol>
<p><b>994</b></p>	<p><b>WEIGHTS – GROSS WEIGHTS AND DUNNAGE</b></p> <ol style="list-style-type: none"> <li>1. Unless otherwise provided, charges shall be computed on actual gross weights except when estimated weights are authorized, such estimated weights shall be used.</li> <li>2. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle shall be excluded from the gross weight.</li> <li>3. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier container or package or a part of the vehicle when required to protect or make shipments subject to other than LTL or AQ classes or rates secure for transportation, must be furnished and installed by the Shipper, except than upon request of Shipper such materials will be furnished or installed by the Carrier subject to the following provisions:               <ol style="list-style-type: none"> <li>A. When materials are furnished by the Carrier, the cost thereof will be paid by the Shipper upon presentation of an invoice from a supplier independent of the Carrier covering such materials used on the involved shipment.</li> <li>B. The labor charge for installation of Shipper or Carrier furnished material will be at the rate of \$49.30 per hour or fraction thereof, for each man.</li> </ol> </li> </ol>



**Rules Tariff – U.S. Section 1**

Item	Rule												
995	<p><b>ALASKA</b>  <b>PRECEDENCE OF RATES</b>                      Rule 765 Section 1 of the NMF does not apply on shipments to or from Alaska. On shipments to or from AK, the establishment of commodity rates will not remove the application of class rates to and from the same points on the same commodities.</p> <p><b>FREIGHT TRANSFER</b>                      A. Except as otherwise provided, rates named in this tariff do not include transfer of cargo between vehicles or rail cars and Carrier's vehicle(s).                      B. If requested or required, or where rates required the Shipper to load, or the Consignee to unload Carrier's vehicle and the freight arrives at or departs from Carrier's service center loaded to other than Carrier equipment, Carrier will, on behalf of the Shipper or Consignee, transfer such freight to or from Carrier equipment. Charges shall be assessed as follows. (See EXCEPTION and Notes 1, 2, 3 and 4)</p> <table border="0" data-bbox="305 415 649 577"> <thead> <tr> <th><u>TRUCKLOAD</u></th> <th><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td>Building Supplies</td> <td>\$308</td> </tr> <tr> <td colspan="2"><u>LTL</u></td> </tr> <tr> <td>Sheetrock</td> <td>\$0.79 per cwt. Palletized</td> </tr> <tr> <td>Lumber, Roofing</td> <td>\$1.11 per cwt. Non-Palletized</td> </tr> <tr> <td>Freight, All Kinds</td> <td>\$3.85 per cwt.</td> </tr> </tbody> </table> <p>C. Except as otherwise provided, all costs for additional transloading of freight to or from Carrier vehicles, which is necessitated because of Shipper ordered diversions of one or more trailers after they have been loaded with freight, will be for the account of the Shipper and will be charged \$566 per vehicle as shown in this item. (See Notes 1, 2, 3 and 4)</p> <p>Note 1: Carrier will load freight in a manner which will utilize vehicle's weight and space capacity to the greatest extent possible but Carrier will not be responsible for the inability to meet any specified minimum weight per trailer.                      Note 2: Rates named in this item include securing, but do not include protective covering on cargo moving on Carrier's flatbed equipment. Applicable charges will apply in addition to those published herein.                      Note 3: When mechanical equipment other than forklift trucks is required in performing the services as provided herein, applicable charges per item 750-1 will apply in addition to all other charges.                      Note 4: Rates named in this item do not include material required to perform the services provided herein. Applicable charges will apply in addition to those published herein.</p> <p>EXCEPTION: Transfer of cargo as described in this item will be accomplished by Carrier only if the shipment is properly palletized or bundled to facilitate mechanical handling (See Note 3). Shipments which are not properly palletized or bundled will be transferred at a charge for labor per Item 560, subject to a minimum charge of \$566 per Carrier vehicle utilized.</p> <p><b>TRANSPORTATION SUBJECT TO RULES OF COAST GUARD</b>                      The transportation of freight by vessel is at all times subject to the rules and regulations prescribed by the United States Coast Guard, merchant marine inspection</p> <p><b>WEIGHT VERIFICATION</b>                      When the scale weight of a trailer and lading exceeds manifest or Bill of Lading (declared) weight, the deficit between the manifest or Bill of Lading weight and authorized scale weight will be charged on the basis of the preponderant commodity in that trailer.                      When manifest or Bill of Lading (declared) weight exceeds the scale weight for that trailer, such excess weight will be deducted from the preponderant commodity by weight to meet authorized Carrier scale weight.                      Minimum weight as published remain applicable.                      Note 1: All scale weights shall be certified as being true and accurate.                      Note 2: Authorization for obtaining certified scale weights shall be the responsibility of Carrier, or its designated agent.                      Note 3: In Alaska, when requested by Shipper or Consignee or when required by law, Carrier or its agent will dray and scale weight trailers at a charge of \$377 per trailer.</p> <p><b>PENALTY - IMPROPERLY DESCRIBED FREIGHT</b>                      Carrier reserves the right to randomly weigh and inspect prior to delivery, (either in Washington or in Alaska), trailer load shipments to assure proper weight, classification and commodity description of the freight loaded thereto. TAG (The Adherence Group), as Carrier's agent responsible for verification, will have the authority to review all commodity descriptions and master billing documents submitted to the Carrier. TAG has the right to retain trailers for this purpose for up to 24 hours after vessel arrival.                      If the shipment has been misdescribed with respect to the commodity or commodities loaded to the trailer or the weights of commodities tendered therein, and if such misdescription or misdeclaration results in a reduction in the freight charges from what would otherwise be lawfully assessed for the trailer, the following provisions shall apply:</p> <ol style="list-style-type: none"> <li>TAG will impound the trailer(s) and notify the Shipper shown on the Bill of Lading.</li> <li>The subject trailer(s) will be deleted from the Shipper's master Bill of Lading and each subject trailerload shall be rated separately, as a single-trailer shipment, per all applicable provisions of this tariff.</li> <li>In addition to the applicable freight charges set forth in 2. above, any cargo that has been misdescribed or misdeclared will be assessed a penalty of 70% of the charges applicable for the misdescribed or misdeclared portion of the shipment only.</li> <li>The trailer shall also be subject to the provisions of Item 910 until the provisions of this item have been met.</li> <li>Carrier or Carrier's agent, TAG shall not be liable for damages incurred as result of any delay in the delivery of freight loaded to trailers due to the application of the provisions of this item (whether or not misdescription and/or misdeclaration has actually occurred).</li> <li>All evidence of misdescription or misdeclaration of commodities tendered shall be referred to the appropriate regulatory agencies for review.</li> </ol> <p>Note 1: Any trailer seals that are removed for the purpose of cargo inspection shall be replaced and the new seals will be identified on the Bill of Lading. The removal and replacement of seals under the provisions of this item shall not invalidate the integrity of "Shipper Load and Count" provisions.                      Note 2: When unloading and/or reloading of the trailer is required and the inspection confirms misdescription or misdeclaration that results in different freight charges, the cost of the unloading/reloading shall be assessed at the following rates per trailer in addition to all other charges.                      Trailers unloaded/loaded in Washington: \$ 1,374                      Trailers unloaded/loaded in Alaska: \$ 2,057                      Note 3: Trailers which have been impounded per the provisions of this item will not be released by TAG until full payment of all applicable tariff charges have been received by TAG. Payment must be in the form of cash, certified check or wire draft only.</p>	<u>TRUCKLOAD</u>	<u>AMOUNT</u>	Building Supplies	\$308	<u>LTL</u>		Sheetrock	\$0.79 per cwt. Palletized	Lumber, Roofing	\$1.11 per cwt. Non-Palletized	Freight, All Kinds	\$3.85 per cwt.
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(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule																											
<p>995 (cont'd)</p>	<p><b>PROTECTIVE SERVICE KEEP FROM FREEZING SERVICE (KFF SERVICE): PROVISION OF INSULATED TRAILERS</b></p> <p>1. When Carrier is requested to provide an insulated vehicle between the period September 20<sup>th</sup> and extending to April 20<sup>th</sup> the following year, the Shipper must request KFF Service at the time of cargo booking with Carrier specifying on the Bill of Lading that an insulated vehicle is requested. For application charges refer to Paragraph below. In the event the Bill of Lading is not annotated to request KFF Service and an insulated vehicle was ordered by Shipper and provided by Carrier, charges as specified in Paragraph below of this item will be fully applicable in addition to all other charges in this tariff. When freight not requiring temperature protection from freezing is mixed in the same vehicle with freight requiring temperature protection from freezing, all freight in the trailer will be charged as specified in Paragraph below.</p> <p>KFF SERVICE (TL RATES) TO OR FROM RATE GROUPS:</p> <table border="0" style="margin-left: 40px;"> <thead> <tr> <th></th> <th colspan="2" style="text-align: center;"><u>CHARGE PER INSULATED VEHICLE</u></th> </tr> <tr> <th></th> <th style="text-align: center;">VEHICLES LESS THAN 40' OAL</th> <th style="text-align: center;">VEHICLES 40' OAL OR EXCEEDING 40' OAL</th> </tr> </thead> <tbody> <tr> <td>(a) Anchorage, Homer, Kenai, Palmer</td> <td style="text-align: center;">\$398</td> <td style="text-align: center;">\$481</td> </tr> <tr> <td>(b) Big Delta, Fairbanks, Glenallen</td> <td style="text-align: center;">\$655</td> <td style="text-align: center;">\$733</td> </tr> <tr> <td>(c) Prudhoe Bay</td> <td style="text-align: center;">\$1,185</td> <td style="text-align: center;">\$1,277</td> </tr> </tbody> </table> <p>2. When Carrier is requested to provide KFF Service, the Shipper must request KFF Service at the time of cargo booking with Carrier specifying the temperature requirements requested. For applicable charges, refer to paragraph below. Carrier shall provide KFF Service on truckload or volume shipments provided the following conditions are satisfied:</p> <p>A. Availability of electrical plug-in's on either vessel or service center power system.</p> <p>B. Non-carrier-owned or operated vehicles must be equipped with plug-in receptacles compatible with plugs on vessel or service center.</p> <p>C. Non-carrier-owned or operated vehicles will be accepted for transportation subject to the approval of Carrier, insuring compatibility with vessel operating requirements. Carrier reserves the right to refuse acceptance of any vehicle which in its judgment may be objectionable or likely to cause injury and may not be suitable for safe storage.</p> <p>D. Carrier shall not be liable for loss or damage to cargo due to malfunctions in non-carrier-owned or operated equipment to include mechanically operated reefers, heated and/or insulated vehicles, regardless of Carrier's efforts or opportunity to repair same.</p> <p>E. Payment of applicable KFF Service charge, as outlined in Paragraph below.</p> <table border="0" style="margin-left: 40px;"> <tr> <td>KFF SERVICE (AQ or LTL RATES)</td> <td style="text-align: center;">APPLICABLE RATE</td> </tr> <tr> <td>TO OR FROM RATE GROUPS:</td> <td style="text-align: center;">PER 100 POUNDS (1)</td> </tr> <tr> <td>Anchorage</td> <td style="text-align: center;">\$1.69</td> </tr> <tr> <td>Fairbanks</td> <td style="text-align: center;">\$2.33</td> </tr> <tr> <td>Kodiak</td> <td style="text-align: center;">\$1.27</td> </tr> <tr> <td>All points in Southeast Alaska</td> <td style="text-align: center;">\$1.41</td> </tr> </table> <p style="margin-left: 40px;">1) Subject to a Minimum Charge of \$16.</p> <p><b>UNITED PARCEL SERVICE SHIPMENTS</b></p> <p>All shipments received at Carrier's Seattle service center via UPS will be subject to the following charges:</p> <p><u>Bill of Lading Fee</u> - \$12 per shipment</p> <p><u>COD Fee</u> - \$24 Minimum Charge per shipment or 3.0% of the COD amount, which ever is greater.</p> <p>Carrier must create a Bill of Lading for every shipment received via UPS. All COD shipments must be paid upon delivery to Carrier forcing Carrier to prepare a manual check and to prepay this COD amount prior to collection from the Customer.</p> <p>Note: The provisions of this item apply when specific reference is made to it in items contained herein.</p> <p><b>DISCOUNT TARIFFS</b></p> <p>For all discount tariffs, shipments to Alaska moving via FedEx Freight will be rated to the ocean port in the state of Washington.</p>		<u>CHARGE PER INSULATED VEHICLE</u>			VEHICLES LESS THAN 40' OAL	VEHICLES 40' OAL OR EXCEEDING 40' OAL	(a) Anchorage, Homer, Kenai, Palmer	\$398	\$481	(b) Big Delta, Fairbanks, Glenallen	\$655	\$733	(c) Prudhoe Bay	\$1,185	\$1,277	KFF SERVICE (AQ or LTL RATES)	APPLICABLE RATE	TO OR FROM RATE GROUPS:	PER 100 POUNDS (1)	Anchorage	\$1.69	Fairbanks	\$2.33	Kodiak	\$1.27	All points in Southeast Alaska	\$1.41
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<p>998</p>	<p><b>LIMITATIONS ON LEGAL ACTION</b></p> <p>1. Customer agrees that Customer will not sue Carrier 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 Carrier. However, nothing in this paragraph limits Customer's rights to bring a lawsuit as an individual plaintiff.</p> <p>2. Any civil action for overcharges must be brought within 18 months after the claim accrues. Any civil Claim, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment, must be brought within two years and one day from the date Carrier gives written notice that Carrier has disallowed any part of the claim specified in the notice.</p> <p>3. Any right Customer might have to damages, refunds, credits recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against Carrier under any cause of action arising from the transportation of any package pursuant to this tariff shall be extinguished unless Customer first complies with all applicable notice periods and requirements in applicable tariffs. Timely and complete compliance with such notice periods and requirements is a contractual condition precedent to the right of any relief whatsoever, and Customer must plead compliance with those conditions precedent on the face of the complaint that filed against Carrier. Carrier cannot be considered to have breached any obligation to Customer unless or until Carrier wrongfully denies a claim submitted pursuant to the notice periods and requirements contained in this tariff. Finally, Customer is required to comply with applicable notice periods and requirements even if Customer believes that such compliance will not result in relief from Carrier or if Customer lacks knowledge regarding whether such compliance will result in relief from Carrier.</p> <p>4. To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which the shipment at issue was tendered to Carrier.</p> <p>5. The performance of any services does not make Carrier an agent of the shipper or any third party for any purpose.</p> <p>6. If any provision in this Item 998 is held to be invalid, illegal or unenforceable, either legislatively or judicially, such provision will be severed here from and the remainder of this Item 998 will continue to be valid and enforceable.</p>																											

**Rules Tariff – U.S. Section 1**

Item	Rule																																																																																																																																																																																																																				
<b>999</b>	<p><b>EXPLANATION OF COMMONLY USED REFERENCE MARKS AND ABBREVIATIONS</b></p> <p>1. Reference Marks are as follows:                      A. “**” shall denote all forms of change, including cancellation.</p> <p>2. Abbreviations are as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">AQ</td> <td style="width: 33%;">Any Quantity</td> <td style="width: 33%;">LTL</td> <td style="width: 33%;">Less Than Truckload</td> </tr> <tr> <td>COD</td> <td>Collect on Delivery</td> <td>M</td> <td>Thousand pounds</td> </tr> <tr> <td>CWT</td> <td>Per Hundred Pounds</td> <td>MC</td> <td>Minimum charge</td> </tr> <tr> <td>FAK</td> <td>Freight, All Kinds</td> <td>NMF</td> <td>National Motor Freight Traffic Association, Inc., Agent</td> </tr> <tr> <td>HGB</td> <td>Household Goods Carriers Bureau Agent</td> <td>NMFC</td> <td>National Motor Freight Classification</td> </tr> <tr> <td>ICC</td> <td>Interstate Commerce Commission or its successors</td> <td>RVNX</td> <td>Released Value Not Exceeding</td> </tr> </table>	AQ	Any Quantity	LTL	Less Than Truckload	COD	Collect on Delivery	M	Thousand pounds	CWT	Per Hundred Pounds	MC	Minimum charge	FAK	Freight, All Kinds	NMF	National Motor Freight Traffic Association, Inc., Agent	HGB	Household Goods Carriers Bureau Agent	NMFC	National Motor Freight Classification	ICC	Interstate Commerce Commission or its successors	RVNX	Released Value Not Exceeding																																																																																																																																																																																												
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<b>1000</b>	<p><b>CROSS REFERENCE</b></p> <p>1. Any reference to the FNL 100 series rules tariff or to the WWAT 100 series rules tariff will have the same meaning and applications as a reference to the FXF 100 series rules tariff.</p> <p>2. Any rule not brought forward to the FXF 100 series rules from the WWAT 100 series rules tariff will be covered by an existing item published within the FXF 100 series rules tariff and will have the same application.</p> <p>3. Items brought forward from the WWAT 100 series rules tariff that make reference to other WWAT tariffs, will still have the same application within the FXF 100 series rules tariff as that when published in the WWAT 100 series rules tariff.</p> <p>4. The following listing of WWAT 100 series rules tariff items shows the cross reference to the FXF 100 series rules tariff item that will apply. In some cases, the WWAT 100 series rule may have been retired or deleted, in such case the applicable rule found within either the FXF 100 rules tariff series or the applicable National Motor Freight Classification series will apply.</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><u>WWAT 100 Rules Tariff Item</u></th> <th style="text-align: left;"><u>FXF 100 Rules Tariff Item</u></th> <th style="text-align: left;"><u>WWAT 100 Rules Tariff Item</u></th> <th style="text-align: left;"><u>FXF 100 Rules Tariff Item</u></th> </tr> </thead> <tbody> <tr><td>100</td><td>105</td><td>567</td><td>566</td></tr> <tr><td>110</td><td>115</td><td>570</td><td>750</td></tr> <tr><td>125 (deleted)</td><td></td><td>578</td><td>578</td></tr> <tr><td>127 (deleted)</td><td></td><td>579</td><td>200</td></tr> <tr><td>128 (deleted)</td><td></td><td>580</td><td>580</td></tr> <tr><td>130 (deleted)</td><td></td><td>595</td><td>5950</td></tr> <tr><td>131 (deleted)</td><td></td><td>600</td><td>6000</td></tr> <tr><td>140</td><td>200</td><td>610</td><td>610</td></tr> <tr><td>150</td><td>190</td><td>610-1 (deleted)</td><td></td></tr> <tr><td>160</td><td>190</td><td>610-5</td><td>610</td></tr> <tr><td>170</td><td>1700</td><td>645 (deleted)</td><td></td></tr> <tr><td>171</td><td>171</td><td>646</td><td>435 &amp; 101-2B</td></tr> <tr><td>175</td><td>1750</td><td>647</td><td>750-3, 750-3-1 &amp; 750-3-2B</td></tr> <tr><td>180</td><td>420</td><td>650</td><td>105</td></tr> <tr><td>300</td><td>300</td><td>670</td><td>530 &amp; 700</td></tr> <tr><td>345</td><td>910</td><td>710</td><td>750</td></tr> <tr><td>348</td><td>3480</td><td>740</td><td>700</td></tr> <tr><td>349</td><td>3490</td><td>750 750</td><td></td></tr> <tr><td>360</td><td>360</td><td>751</td><td>7510</td></tr> <tr><td>362</td><td>360</td><td>752</td><td>750-8</td></tr> <tr><td>364 (deleted)</td><td></td><td>753</td><td>750-2</td></tr> <tr><td>367 (deleted)</td><td></td><td>754</td><td>115 &amp; 753</td></tr> <tr><td>370</td><td>105</td><td>755</td><td>520</td></tr> <tr><td>375</td><td>888</td><td>756</td><td>755</td></tr> <tr><td>382</td><td>190</td><td>757</td><td>900</td></tr> <tr><td>390</td><td>391</td><td>765</td><td>765</td></tr> <tr><td>400</td><td>420</td><td>770</td><td>435 &amp; 765</td></tr> <tr><td>406</td><td>992</td><td>771</td><td>435</td></tr> <tr><td>407</td><td>960</td><td>772</td><td>435</td></tr> <tr><td>420 (follow NMFC rule)</td><td></td><td>773</td><td>435</td></tr> <tr><td>430</td><td>430</td><td>780</td><td>780</td></tr> <tr><td>435</td><td>360</td><td>810</td><td>810 &amp; 780</td></tr> <tr><td>436</td><td>435</td><td>820</td><td>820</td></tr> <tr><td>437</td><td>435</td><td>830</td><td>830</td></tr> <tr><td>440</td><td>4400</td><td>845</td><td>190</td></tr> <tr><td>460 (deleted)</td><td></td><td>848</td><td>420</td></tr> <tr><td>470</td><td>470</td><td>870</td><td>750</td></tr> <tr><td>480</td><td>480</td><td>880 (deleted)</td><td></td></tr> <tr><td>484</td><td>480-1</td><td>883 (deleted)</td><td></td></tr> <tr><td>500</td><td>500</td><td>887</td><td>887</td></tr> <tr><td>501</td><td>500</td><td>892</td><td>365</td></tr> <tr><td>502</td><td>500</td><td>893</td><td>8930</td></tr> <tr><td>517</td><td>820</td><td>894 (deleted)</td><td></td></tr> <tr><td>520</td><td>890</td><td>900</td><td>900</td></tr> <tr><td>540</td><td>920</td><td>910</td><td>910</td></tr> <tr><td>550 (deleted)</td><td></td><td>950</td><td>959</td></tr> <tr><td>560</td><td>560</td><td>980 (deleted)</td><td></td></tr> <tr><td>561</td><td>750-1</td><td>985</td><td>620</td></tr> <tr><td>562</td><td>5620</td><td>992</td><td>990</td></tr> <tr><td>563</td><td>5630</td><td>995</td><td>560</td></tr> <tr><td>563-1</td><td>5631</td><td></td><td></td></tr> <tr><td>566</td><td>566</td><td></td><td></td></tr> </tbody> </table>	<u>WWAT 100 Rules Tariff Item</u>	<u>FXF 100 Rules Tariff Item</u>	<u>WWAT 100 Rules Tariff Item</u>	<u>FXF 100 Rules Tariff Item</u>	100	105	567	566	110	115	570	750	125 (deleted)		578	578	127 (deleted)		579	200	128 (deleted)		580	580	130 (deleted)		595	5950	131 (deleted)		600	6000	140	200	610	610	150	190	610-1 (deleted)		160	190	610-5	610	170	1700	645 (deleted)		171	171	646	435 & 101-2B	175	1750	647	750-3, 750-3-1 & 750-3-2B	180	420	650	105	300	300	670	530 & 700	345	910	710	750	348	3480	740	700	349	3490	750 750		360	360	751	7510	362	360	752	750-8	364 (deleted)		753	750-2	367 (deleted)		754	115 & 753	370	105	755	520	375	888	756	755	382	190	757	900	390	391	765	765	400	420	770	435 & 765	406	992	771	435	407	960	772	435	420 (follow NMFC rule)		773	435	430	430	780	780	435	360	810	810 & 780	436	435	820	820	437	435	830	830	440	4400	845	190	460 (deleted)		848	420	470	470	870	750	480	480	880 (deleted)		484	480-1	883 (deleted)		500	500	887	887	501	500	892	365	502	500	893	8930	517	820	894 (deleted)		520	890	900	900	540	920	910	910	550 (deleted)		950	959	560	560	980 (deleted)		561	750-1	985	620	562	5620	992	990	563	5630	995	560	563-1	5631			566	566		
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**Rules Tariff – U.S. Section 1**

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1700	<p><b>APPLICATION OF WEIGHT GROUPS (SCALE)</b>                      (applicable for FedEx National LTL only)                      1. Unless otherwise specified, weight groups or scales referred to in this tariff or tariffs governed hereby, will be as follows:</p> <p><b>WEIGHT GROUP OR SCALE</b>  <u>MC or Min. Chg</u> <b>MINIMUM CHARGE</b> – The Minimum Charge as shown is in cents per shipment.</p> <p>L5C Applies on LTL shipments weighing less than 500 lbs. (See NOTE 1)                      1M Applies on LTL shipments weighing 500 lbs. or more or on which charges are assessed on the basis of 500 lbs., but less than 1,000 lbs. (See NOTE 1)                      2M Applies on LTL shipments weighing 2,000 lbs. or more or on which charges are assessed on basis of 2,000 lbs., but less than 5,000 lbs. (See NOTE 1)                      5M Applies on LTL shipments weighing 5,000 lbs. or more or on which charges are assessed on basis of 5,000 lbs., but less than 10,000 lbs. (See NOTE 1)                      10M Applies on LTL shipments weighing 10,000 lbs. or more or on which charges are assessed on basis of 10,000 lbs. (See NOTE 1)                      15M Applies on LTL shipments weighing 15,000 lbs. or more or on which charges are assessed on basis of 15,000 lbs. (See NOTE 1)                      20M Applies on truckload shipments weighing 20,000 lbs. or more or on which charges are assessed on basis of 20,000 lbs. (See NOTE 1)                      22M Applies on truckload shipments weighing 22,000 lbs. or more or on which charges are assessed on basis of 22,000 lbs. (See NOTE 1)                      30M Applies on truckload shipments weighing 30,000 lbs. or more or on which charges are assessed on basis of 30,000 lbs. (See NOTE 1)                      35M Applies on truckload shipments weighing 35,000 lbs. or more or on which charges are assessed on basis of 35,000 lbs. (See NOTE 1)                      40M Applies on truckload shipments weighing 40,000 lbs. or more or on which charges are assessed on basis of 40,000 lbs. (See NOTE 1)</p> <p>Note 1: Subject to Item 5950 (Maximum Charge)</p>																																																																																				
1750	<p><b>APPLICATION OF RATES – NON STANDARD</b>                      (applicable for FedEx National LTL only)                      1. Individual tariff items governed by this tariff may refer to non-standard base rates by note or reference mark such as (XBASE). Where any such note or reference mark is published in tariffs governed by this tariff and refer to WWAT 500-G, 500G or 500 Series in effect on January 1, 1994, such reference will specifically mean WWAT 500-G, issued December 22, 1993 and effective January 3, 1994.</p>																																																																																				
3480	<p><b>BASIS FOR ARRIVING AT RATES – NEW FIVE DIGIT ZIP CODES</b>                      (applicable for FedEx National LTL only)                      1. Except as otherwise provided where rates are provided in tariffs governed by this tariff from or to five digit zip codes shown in column 2 and rates are not provided from or to five digit zip codes in column 3, the rates from or to five digit zip codes in column 2 will also apply from or to five digit zip codes in column 3.</p> <table border="0"> <thead> <tr> <th>1) STATE</th> <th>2) BASE ZIP</th> <th>3) NEW ZIP</th> </tr> </thead> <tbody> <tr> <td>CA</td> <td>91718</td> <td>92878</td> </tr> <tr> <td>CA</td> <td>91719</td> <td>92877, 92879, 92881, 92883</td> </tr> <tr> <td>CA</td> <td>91720</td> <td>92880, 92882</td> </tr> <tr> <td>CA</td> <td>91760</td> <td>92860</td> </tr> </tbody> </table>	1) STATE	2) BASE ZIP	3) NEW ZIP	CA	91718	92878	CA	91719	92877, 92879, 92881, 92883	CA	91720	92880, 92882	CA	91760	92860																																																																					
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3490	<p><b>BASIS FOR ARRIVING AT RATES – NEW THREE DIGIT ZIP CODES</b>                      (applicable for FedEx National LTL only)                      1. Except as otherwise provided where rates are provided in tariffs governed by this tariff from or to three digit zip codes shown in column 2 and rates are not provided from or to three digit zip codes in column 3, the rates from or to three digit zip codes in column 2 will also apply from or to three digit zip codes in column 3.</p> <table border="0"> <thead> <tr> <th>1) STATE</th> <th>2) BASE ZIP</th> <th>3) NEW ZIP</th> <th>1) STATE</th> <th>2) BASE ZIP</th> <th>3) NEW ZIP</th> </tr> </thead> <tbody> <tr> <td>CA</td> <td>920</td> <td>919</td> <td>IL</td> <td>606</td> <td>607</td> </tr> <tr> <td>CA</td> <td>958</td> <td>942</td> <td>IL</td> <td>606</td> <td>608</td> </tr> <tr> <td>DC/VA</td> <td>221</td> <td>201</td> <td>IA</td> <td>503</td> <td>509</td> </tr> <tr> <td>FL</td> <td>320</td> <td>321</td> <td>MA</td> <td>018</td> <td>055</td> </tr> <tr> <td>FL</td> <td>331</td> <td>332</td> <td>MN</td> <td>553</td> <td>555</td> </tr> <tr> <td>FL</td> <td>335</td> <td>342</td> <td>MO</td> <td>641</td> <td>649</td> </tr> <tr> <td>FL</td> <td>335</td> <td>346</td> <td>NV</td> <td>891</td> <td>889</td> </tr> <tr> <td>FL</td> <td>327</td> <td>347</td> <td>NM</td> <td>871</td> <td>872</td> </tr> <tr> <td>FL</td> <td>334</td> <td>349</td> <td>OH</td> <td>452</td> <td>459</td> </tr> <tr> <td>FL</td> <td>326</td> <td>344</td> <td>TN</td> <td>381</td> <td>375</td> </tr> <tr> <td>FL</td> <td>339</td> <td>341</td> <td>TX</td> <td>787</td> <td>733</td> </tr> <tr> <td>GA</td> <td>303</td> <td>399</td> <td>TX</td> <td>799</td> <td>885</td> </tr> <tr> <td>GA</td> <td>317</td> <td>398</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	1) STATE	2) BASE ZIP	3) NEW ZIP	1) STATE	2) BASE ZIP	3) NEW ZIP	CA	920	919	IL	606	607	CA	958	942	IL	606	608	DC/VA	221	201	IA	503	509	FL	320	321	MA	018	055	FL	331	332	MN	553	555	FL	335	342	MO	641	649	FL	335	346	NV	891	889	FL	327	347	NM	871	872	FL	334	349	OH	452	459	FL	326	344	TN	381	375	FL	339	341	TX	787	733	GA	303	399	TX	799	885	GA	317	398			
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**Rules Tariff – U.S. Section 1**

Item	Rule
4400	<p><b>COMMERCIAL ZONES</b> (applicable for FedEx National LTL only)</p> <ol style="list-style-type: none"> <li>1. Where reference is made to "Commercial Zones" in this tariff or tariffs governed hereby, the term will be understood to include points and places within the corporate limits of that municipality and additionally the following points, places and areas (if within the U.S.):               <ol style="list-style-type: none"> <li>A. When the base municipality has a population less than 2,500 all unincorporated limits and all of any other municipality any part of which is within 3 miles of the corporate limits of the base municipality.</li> <li>B. When the base municipality has a population of 2,500 but less than 25,000 all unincorporated areas within 4 miles of its corporate limits and all of any other municipality any part of which is within 4 miles of the corporate limits of the base municipality.</li> <li>C. When the base municipality has a population of 25,000 but less than 100,000 all unincorporated areas within 6 miles of its corporate limits and all of any other municipality any part of which is with in 6 miles of the corporate limits of the base municipality.</li> <li>D. When the base municipality has a population of 100,000 but less than 200,000 all unincorporated areas within 8 miles of its corporate limits and all of any other municipality any part of which is with in 8 miles of the corporate limits of the base municipality.</li> <li>E. When the base municipality has a population of 200,000 but less than 500,000 all unincorporated areas within 10 miles of its corporate limits and all of any other municipality any part of which is with in 10 miles of the corporate limits of the base municipality.</li> <li>F. When the base municipality has a population of 500,000 but less than 1 million, all unincorporated areas within 15 miles of its corporate limits and all of any other municipality any part of which is with in 15 miles of the corporate limits of the base municipality.</li> <li>G. When the base municipality has a population of 1 million or more, all unincorporated areas within 20 miles of its corporate limits and all of any other municipality any part of which is with in 20 miles of the corporate limits of the base municipality.</li> </ol> </li> </ol> <p>Note 1: Mileage is to be measured from the corporate limits of incorporated communities and from the post office of unincorporated communities. Service center areas of motor carriers will be co-extensive with the commercial zone limits.</p> <p>Note 2: If the places of collection or delivery lies within the pick-up and delivery limits of two or more points of origin or destination the rate applicable will be that from or to the point from or to which the lower or lowest rate is provided.</p>
5630	<p><b>GUARANTEED QUALITY SERVICE (GQS)</b> (applicable for FedEx National LTL only)</p> <ol style="list-style-type: none"> <li>1. APPLICATION OF ITEM       <ol style="list-style-type: none"> <li>A. This item provides guaranteed service standards and a refund procedure when such standards are not met.</li> <li>B. Provisions of this item apply only to direct service points and then only to the extent provided herein.</li> <li>C. GQS service provided in this item will only apply in connection with rates and charges otherwise lawfully applicable via FXNL and will only apply when shipments are picked by FXNL and delivered by FXNL, FXFW, FXFE and FXFC and then only to qualified points in Canada per FXNL route files.</li> <li>D. GQS service will only be provided when such service is requested on the shipping order and bill of lading at time of shipment, except as otherwise provide in paragraph 2 herein.</li> <li>E. Request for GQS service on the bill of lading constitutes agreement with the terms of this item.</li> <li>F. Where service standards as provided in this item are not met, FXNL will be liable only for refund of freight charges as outlined in this item. FXNL will not be liable for any special damages, consequential damages, or any other costs incurred or that may be incurred by Shippers or Consignees as a result of this failure to meet service standards, including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.</li> </ol> </li> <li>2. DIVERSION TO GQS       <ol style="list-style-type: none"> <li>A. when a request is made by Shipper or Consignee to convert a shipment to GQS Service, after the shipment has been tendered to FXNL, the following provisions will apply:           <ol style="list-style-type: none"> <li>1. Carrier will make every attempt to expedite the shipment and provide a guaranteed delivery date.</li> <li>2. The shipment will be rerated from original origin to final destination based on the GQS charges provided in this item.</li> <li>3. The party requesting the service will guarantee the payment of the GQS charges to FXNL, regardless of the payment terms on the original bill of lading.</li> </ol> </li> </ol> </li> <li>3. NON-APPLICATION OF SERVICE       <ol style="list-style-type: none"> <li>A. The guaranteed service provisions named in this item will not apply when any of the following services are requested:           <ol style="list-style-type: none"> <li>1. Consolidation</li> <li>2. Distribution</li> <li>3. C.O.D.</li> <li>4. Order - Notify</li> <li>5. Protection from heat or cold</li> </ol> </li> <li>B. The guaranteed service provisions named in this item will not apply on:           <ol style="list-style-type: none"> <li>1. Shipments moving on Government Bills of Lading or on shipments where the actual freight charges are to be paid by the government.</li> <li>2. Shipments delivered by Interline Carriers.</li> <li>3. Prepaid shipments originated by Interline Carriers.</li> <li>4. Shipments which contain any article or package of 26 linear feet or greater in length.</li> <li>5. Shipments moving in U.S. Customs Bond.</li> <li>6. Shipments tendered with a Third Party payor without FXNL approved credit.</li> <li>7. Shipments containing poisons.</li> <li>8. Shipments when Shipper requires a delivery date other than FedEx National LTL standard delivery date as shown on the freight bill.</li> <li>9. Shipments picked up or delivered at convention or show sites.</li> </ol> </li> <li>C. When FedEx National LTL GQS Service is requested and it is determined that the service is not guaranteed in accordance with paragraph (3.A) or (3.B) above, the following will apply:           <ol style="list-style-type: none"> <li>1. FXNL will provide Standard Service, but will not guarantee any specific delivery date or time.</li> <li>2. Charges provided in this item will apply.</li> <li>3. Refund provisions provided in this item will not apply.</li> </ol> </li> </ol> </li> <li>4. APPLICATION OF RATES – CURRENCY       <ol style="list-style-type: none"> <li>A. Rates and charges in this tariff are payable in U.S. funds. When rates and charges are paid in Canadian funds they are subject to the full rate of exchange as determined under the provisions of Item 435 herein.</li> </ol> </li> <li>5. SERVICE STANDARDS       <ol style="list-style-type: none"> <li>A. When GQS is requested, the shipment will be transported in accordance with the service schedule outlined herein, except delivery will not be made on Holidays, Saturdays or Sundays.</li> <li>B. The following days will be considered as Holidays and the day designated as the Federal Holiday will be observed at points in:</li> </ol> </li> </ol>

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**Rules Tariff – U.S. Section 1**

Item	Rule																																						
<p><b>5630</b> (cont'd)</p>	<p><b>THE UNITED STATES</b></p> <table border="0"> <tr> <td>NEW YEAR'S DAY</td> <td>GOOD FRIDAY</td> <td>MEMORIAL DAY</td> <td>FOURTH OF JULY (Independence Day)</td> </tr> <tr> <td>LABOR DAY</td> <td>COLUMBUS DAY</td> <td>THANKSGIVING DAY</td> <td>DAY AFTER THANKSGIVING</td> </tr> <tr> <td>CHRISTMAS EVE</td> <td>CHRISTMAS DAY</td> <td></td> <td></td> </tr> </table> <p><b>Christmas Holidays as follows:</b>  <i>If Christmas falls on:</i></p> <table border="0"> <tr> <td>Sunday -</td> <td>Holidays of Friday and Monday</td> </tr> <tr> <td>Monday -</td> <td>Holidays of Friday and Monday</td> </tr> <tr> <td>Tuesday -</td> <td>Holidays of Monday and Tuesday</td> </tr> <tr> <td>Wednesday -</td> <td>Holidays of Tuesday and Wednesday</td> </tr> <tr> <td>Thursday -</td> <td>Holidays of Wednesday and Thursday</td> </tr> <tr> <td>Friday -</td> <td>Holidays of Thursday and Friday</td> </tr> <tr> <td>Saturday -</td> <td>Holidays of Friday and Monday</td> </tr> </table> <p><b>CANADA</b></p> <table border="0"> <tr> <td>NEW YEAR'S DAY</td> <td>GOOD FRIDAY</td> <td>ST. JEAN BAPTISTE (QUEBEC ONLY)</td> <td>VICTORIA DAY</td> </tr> <tr> <td>CANADA DAY</td> <td>CIVIC HOLIDAY CANADA</td> <td>LABOUR DAY</td> <td>REMEMBRANCE DAY</td> </tr> <tr> <td>THANKSGIVING DAY</td> <td>CHRISTMAS DAY</td> <td>BOXING DAY</td> <td></td> </tr> </table> <p>C. Shipments will be deemed to have been delivered on time when delivery as delayed through no fault of the Carrier including, but not limited to, the following conditions:</p> <ol style="list-style-type: none"> <li>1. Shipments not accepted by Consignee when offered for delivery.</li> <li>2. The closing of Federal State, City or local roads, streets or highways because of weather or other conditions thereby preventing a timely delivery.</li> <li>3. Work stoppage by Consignee personnel.</li> <li>4. Shipments delayed because of requirement for use of special equipment for unloading.</li> <li>5. Riots, Acts of God, the public enemy, the authority of law, Military Action, the existence of violence, such possible disturbances as tending to create reasonable apprehension or danger to persons or property, or service allocation problems associated with strikes or work stoppage in the motor carrier industry.</li> <li>6. Shipments delayed by customs clearance.</li> <li>7. Shipments delayed by paperwork or documentation requirements through no fault of the Carrier.</li> </ol> <p>D. GQS shipments will be deemed to be delivered on time if they are offered for delivery to the Consignee any time before 5:00 pm local time on the due date, or before 5:00 pm on the requested delivery date when Customer requests a specific delivery date after the regular scheduled due date.</p> <p>E. FedEx National LTL standard service will apply as shown on the delivery receipt. The delivery due date will be shown on the delivery receipt in the box immediately above the "keyword" box.</p> <p>6. REFUND PROCEDURE</p> <p>A. Where service standards are not met as provided herein, the freight charges will be refunded or cancelled subject to the following:</p> <ol style="list-style-type: none"> <li>1. Written notice of failure to meet service standards must be made to FXNL within 90 days of the shipping date.</li> <li>2. Refund will be issued to the payor of the freight charges within 60 days of receipt of the claim or the freight charges will be cancelled if payment has not been received.</li> </ol> <p>7. RATES AND CHARGES</p> <p>A. GQS Charge – the charges for FedEx National LTL GQS Service will be the otherwise applicable line haul freight charges plus the GQS premium charge. The GQS premium will apply in addition to the other wise applicable charges and will appear as a separate charge on the freight bill.</p> <p>B. The GQS premium will be 20% of the otherwise applicable line haul charges subject to a minimum charge of \$29 per shipment.</p>	NEW YEAR'S DAY	GOOD FRIDAY	MEMORIAL DAY	FOURTH OF JULY (Independence Day)	LABOR DAY	COLUMBUS DAY	THANKSGIVING DAY	DAY AFTER THANKSGIVING	CHRISTMAS EVE	CHRISTMAS DAY			Sunday -	Holidays of Friday and Monday	Monday -	Holidays of Friday and Monday	Tuesday -	Holidays of Monday and Tuesday	Wednesday -	Holidays of Tuesday and Wednesday	Thursday -	Holidays of Wednesday and Thursday	Friday -	Holidays of Thursday and Friday	Saturday -	Holidays of Friday and Monday	NEW YEAR'S DAY	GOOD FRIDAY	ST. JEAN BAPTISTE (QUEBEC ONLY)	VICTORIA DAY	CANADA DAY	CIVIC HOLIDAY CANADA	LABOUR DAY	REMEMBRANCE DAY	THANKSGIVING DAY	CHRISTMAS DAY	BOXING DAY	
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<p><b>5631</b></p>	<p><b>GUARANTEED QUALITY SERVICE A.M. (GQSA) AND EXACT (QOSE)</b>          (Applicable for FedEx National LTL only)</p> <ol style="list-style-type: none"> <li>1. APPLICATION OF ITEM             <ol style="list-style-type: none"> <li>A. This item provides guaranteed service standards and a refund procedure when such standards are not met.</li> <li>B. Provisions of this item apply only to direct service points and then only to the extent provided herein.</li> <li>C. GQSA or QOSE service provided in this item will only apply in connection with rates and charges otherwise lawfully applicable via FXNL and will only apply when shipments are picked by FXNL and delivered by FXNL.</li> <li>D. GQSA or QOSE service will only be provided when such service is requested on the shipping order and bill of lading at time of shipment, except as otherwise provide in paragraph 2 herein.</li> <li>E. Request for GQSA or QOSE service on the bill of lading constitutes agreement with the terms of this item.</li> <li>F. Where service standards as provided in this item are not met, FXNL will be liable only for refund of freight charges as outlined in this item. FXNL will not be liable for any special damages, consequential damages, or any other costs incurred or that may be incurred by Shippers or Consignees as a result of this failure to meet service standards, including but not limited to loss of income or profits, regardless of whether or not Carrier knew or should have known that such damages might have been incurred.</li> </ol> </li> <li>2. DIVERSION TO GQSA or QOSE             <ol style="list-style-type: none"> <li>A. When a request is made by Shipper or Consignee to convert a shipment to GQSA or QOSE Service, after the shipment has been tendered to FXNL, the following provisions will apply:                     <ol style="list-style-type: none"> <li>1. Carrier will make every attempt to expedite the shipment and provide a guaranteed delivery date.</li> <li>2. The shipment will be rerated from original origin to final destination based on the GQSA or QOSE charges provided in this item.</li> <li>3. The party requesting the service will guarantee the payment of the GQSA or QOSE charges to FXNL, regardless of the payment terms on the original bill of lading.</li> </ol> </li> </ol> </li> <li>3. NON-APPLICATION OF SERVICE             <ol style="list-style-type: none"> <li>A. The guaranteed service provisions named in this item will not apply when any of the following services are requested:                     <ol style="list-style-type: none"> <li>1. Consolidation</li> <li>2. Distribution</li> <li>3. C.O.D.</li> <li>4. Order - Notify</li> <li>5. Protection from heat or cold</li> </ol> </li> </ol> </li> </ol>																																						

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**Rules Tariff – U.S. Section 1**

Item	Rule																										
5631 (cont'd)	<p>B. The guaranteed service provisions named in this item will not apply on:</p> <ol style="list-style-type: none"> <li>1. Shipments moving on Government Bills of Lading or on shipments where the actual freight charges are to be paid by the government.</li> <li>2. Shipments delivered by Interline Carriers.</li> <li>3. Prepaid shipments originated by Interline Carriers.</li> <li>4. Shipments which contain any article or package of 26 linear feet or greater in length.</li> <li>5. Shipments moving in U.S. Customs Bond.</li> <li>6. Shipments tendered with a Third Party payor without FXNL approved credit.</li> <li>7. Shipments containing poisons.</li> <li>8. Shipments when Shipper requires a delivery date other than FedEx National LTL standard delivery date as shown on the freight bill.</li> <li>9. Shipments picked up or delivered at convention or show sites.</li> </ol> <p>C. When FedEx National LTL GQSA or GQSE Service is requested and it is determined that the service is not guaranteed in accordance with paragraph (3.A) or (3.B) above, the following will apply:</p> <ol style="list-style-type: none"> <li>1. FXNL will provide Standard Service, but will not guarantee any specific delivery date or time.</li> <li>2. Charges provided in this item will apply.</li> <li>3. Refund provisions provided in this item will not apply.</li> </ol> <p>4. SERVICE STANDARDS</p> <p>A. When GQSA or GQSE is requested, the shipment will be transported in accordance with the service schedule outlined herein, except delivery will not be made on Holidays, Saturdays or Sundays.</p> <p>B. The following days will be considered as Holidays and the day designated as the Federal Holiday will be observed at points in:</p> <p><b>THE UNITED STATES</b></p> <table border="0" style="width: 100%;"> <tr> <td>NEW YEAR'S DAY</td> <td>GOOD FRIDAY</td> <td>MEMORIAL DAY</td> <td>FOURTH OF JULY (Independence Day)</td> </tr> <tr> <td>LABOR DAY</td> <td>COLUMBUS DAY</td> <td>THANKSGIVING DAY</td> <td>DAY AFTER THANKSGIVING</td> </tr> <tr> <td>CHRISTMAS EVE</td> <td>CHRISTMAS DAY</td> <td></td> <td></td> </tr> </table> <p><b><u>Christmas Holidays as follows:</u></b>  <i>If Christmas falls on:</i></p> <table border="0" style="width: 100%;"> <tr> <td>Sunday -</td> <td>Holidays of Friday and Monday</td> </tr> <tr> <td>Monday -</td> <td>Holidays of Friday and Monday</td> </tr> <tr> <td>Tuesday -</td> <td>Holidays of Monday and Tuesday</td> </tr> <tr> <td>Wednesday -</td> <td>Holidays of Tuesday and Wednesday</td> </tr> <tr> <td>Thursday -</td> <td>Holidays of Wednesday and Thursday</td> </tr> <tr> <td>Friday -</td> <td>Holidays of Thursday and Friday</td> </tr> <tr> <td>Saturday -</td> <td>Holidays of Friday and Monday</td> </tr> </table> <p>C. Shipments will be deemed to have been delivered on time when delivery as delayed through no fault of the Carrier including, but not limited to, the following conditions:</p> <ol style="list-style-type: none"> <li>1. Shipments not accepted by Consignee when offered for delivery.</li> <li>2. The closing of Federal State, City or local roads, streets or highways because of weather or other conditions thereby preventing a timely delivery.</li> <li>3. Work stoppage by Consignee personnel.</li> <li>4. Shipments delayed because of requirement for use of special equipment for unloading.</li> <li>5. Riots, Acts of God, the public enemy, the authority of law, Military Action, the existence of violence, such possible disturbances as tending to create reasonable apprehension or danger to persons or property, or service allocation problems associated with strikes or work stoppage in the motor carrier industry.</li> <li>6. Shipments delayed by customs clearance.</li> <li>7. Shipments delayed by paperwork or documentation requirements through no fault of the Carrier.</li> </ol> <p>D. GQSA shipments will be deemed to be delivered on time if they are offered for delivery to the Consignee any time before 12:00 p.m. local time on the due date, or such later date when requested by the Consignor or Consignee.</p> <p>E. GQSE shipments will be deemed to be delivered on time if they are offered to the Consignee any time up to 30 minutes before or after the requested delivery time on the due date, or such later date when requested by the Consignor or Consignee.</p> <ol style="list-style-type: none"> <li>1. GQSE service is only guaranteed between 8:00 a.m. and 5:00 p.m. on 2 day or longer service lanes.</li> <li>2. GQSE service is only guaranteed between 12:00 noon and 5:00 p.m. on 1 day service lanes.</li> </ol> <p>F. FedEx National LTL standard service will apply as shown on the delivery receipt. The delivery due date will be shown on the delivery receipt in the box immediately above the "keyword" box.</p> <p>5. REFUND PROCEDURE</p> <p>A. Where service standards are not met as provided herein, the freight charges will be refunded or cancelled subject to the following:</p> <ol style="list-style-type: none"> <li>1. Written notice of failure to meet service standards must be made to FXNL within 90 days of the shipping date.</li> <li>2. Refund will be issued to the payor of the freight charges within 60 days of receipt of the claim or the freight charges will be cancelled if payment has not been received.</li> </ol> <p>6. RATES AND CHARGES</p> <p>A. GQSA Charges – the charges for FedEx National LTL GQSA Service will be the otherwise applicable line haul freight charges plus the GQSA premium charge. The GQSA premium will apply in addition to the other wise applicable charges and will appear as a separate charge on the freight bill.</p> <p>B. The GQSA premium will be 25% of the otherwise applicable line haul charges subject to a minimum charge of \$29 per shipment.</p> <p>C. GQSE Charges – the charges for FedEx National LTL GQSE Service will be the otherwise applicable line haul freight charges plus the GQSE premium charge. The GQSE premium will apply in addition to the other wise applicable charges and will appear as a separate charge on the freight bill.</p> <p>D. The GQSE premium will be 30% of the otherwise applicable line haul charges subject to a minimum charge of \$29 per shipment.</p>	NEW YEAR'S DAY	GOOD FRIDAY	MEMORIAL DAY	FOURTH OF JULY (Independence Day)	LABOR DAY	COLUMBUS DAY	THANKSGIVING DAY	DAY AFTER THANKSGIVING	CHRISTMAS EVE	CHRISTMAS DAY			Sunday -	Holidays of Friday and Monday	Monday -	Holidays of Friday and Monday	Tuesday -	Holidays of Monday and Tuesday	Wednesday -	Holidays of Tuesday and Wednesday	Thursday -	Holidays of Wednesday and Thursday	Friday -	Holidays of Thursday and Friday	Saturday -	Holidays of Friday and Monday
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Item	Rule
5950	<p><b>MAXIMUM CHARGE</b>                      (Exception to NMF 100, Item 595)                      (Applicable for FedEx National LTL only)</p> <ol style="list-style-type: none"> <li>In no case shall the charge for any shipment from and to the same points, via the same route of movement, be greater than the charge for a greater quantity of the same commodity in the same shipping form and subject to the same packing provisions at the rate or rates and weight applicable to such greater quantity of freight.</li> <li>In applying the provisions of paragraph 1. immediately above in connection with a shipment consisting of two or more articles which are subject to different rates any deficit in weight will be charged for at the rate applicable to the lowest rated article in the shipment.</li> <li>The provisions of this item or NMF 100 Item 595 do not apply in connection with LTL discounts or exception ratings. In applying the provisions of paragraph 1. above on LTL discounted and or exception rated shipments the determination of the maximum charge will be made prior to the application of the discount or exception.</li> <li>If no discount or exception ratings are applicable in connection with the TL 20M, scale class rates or volume commodity rates, such TL class rates or volume commodity rates will alternate with the 10M LTL class or exception rates after discount.                             <ol style="list-style-type: none"> <li>Example: 19,000 pound shipment                                      10M rate: 833 Charge = \$1580.70 Less 30% discount = \$1107.89                                      20M rate: 603 As 20M Charge = \$1206 (no discount) = \$1206                                      The applicable charge is \$1107.89</li> <li>This rule will not remove the application of the minimum charge of a capacity load (See Item 391).</li> </ol> </li> <li>Where rates are stated as a flat charge or in cents per mile, subject to a maximum weight, and shipments are tendered on a single vehicle or doubles trailer exceeding such maximum weight, the charges will be computed on the basis of the charge for the maximum weight plus the charges for the weight in excess of such maximum weight which will be rated as a separate shipment. For shipments exceeding a single vehicle or doubles trailer, see Item 391 (Capacity Loads.)</li> </ol>
6000	<p><b>METRO PICK UP AND DELIVERY FEE</b>                      (Applicable for FedEx National LTL only)</p> <ol style="list-style-type: none"> <li>On freight <b>ORIGINATING</b> at the following Zip codes destined to all points:                              021, 022 and 024                              Or freight <b>DESTINED</b> to the following Zip codes originating from all points:                              021, 022, 024, 100 through 119, 200 through 212, 220 through 223, 06430 through 06432, 06436, 06490, 06807, 06820, 06829 through 06832, 06836, 06840, 06842, 06850 through 06860, 06870, 06875, 06878, 06880, 06881, 06883, 06888, 06889, 06896, 06897, 06901 through 06907, 06910 through 06913, 06920 through 06922, 06925 through 06928, 94102, 94103, 94104, 94107, 94108, 94109, 94111, 94123, 94133</li> <li>There will be an additional charge as follows:                             <ol style="list-style-type: none"> <li>10% of the otherwise applicable line haul charges</li> <li>\$13.22 Minimum Charge per shipment</li> <li>\$62.38 Maximum Charge per shipment</li> </ol> </li> <li>This fee is not applicable in connection with WWAT series tariffs 200, 400, 700 and 800, or Customer specific Contract Agreements not covered by FXF 100 series rules tariff. This fee is also not applicable on intrastate shipments or shipments where freight is picked up and delivered by the same service center.</li> <li>The fee as found in this item 6000, will not be applicable to any shipments rated from the FXNL 501 scale of rates effective 1/14/08, nor on any successive series of the FXNL 501 after 1/14/08.</li> <li>The fee as found in this item 6000, will not be applicable to any shipment rated from the FXF 1000 series scales of rates effective 1/14/08 or successive issues there to. On shipments rated from the FXF 1000 series scales of rates effective prior to 1/14/08, the fees as found in this item 6000 will be applicable.</li> </ol>
7510	<p><b>PICKUP OR DELIVERY ON ISLANDS (FERRY CHARGE)</b>                      (Applicable for FedEx National LTL only)</p> <ol style="list-style-type: none"> <li>When Carrier is requested or required to make pickup or delivery on islands not connected to the mainland by a bridge, an additional charge will apply to the shipment as follows:                             <ol style="list-style-type: none"> <li>Shelter Island, NY 11964 &amp; 11965                                     <ol style="list-style-type: none"> <li>\$69.40 per shipment</li> </ol> </li> </ol> </li> <li>The party for whom the service is performed shall pay the charge for this service. Should Carrier be unable to collect charges from the requesting party, Carrier will hold Shipper ultimately responsible for charges, under the Bill of Lading contract, at the Shipper's published charges for the service.</li> </ol>
8930	<p><b>SPECIAL SERVICE – SECURITY CHECK</b>                      (Applicable for FedEx National LTL only)</p> <ol style="list-style-type: none"> <li>Security Check by Consignor:                             <ol style="list-style-type: none"> <li>When at the request of the Consignor, before vehicle has left Consignor's premises a loaded vehicle is required to be unloaded, audited and reloaded, or is recalled back to the Consignor's loading dock for the purpose of unloading, auditing and reloading of the shipment or shipments previously tendered to the Carrier, a charge per vehicle shall apply for this service as follows:                                     <ol style="list-style-type: none"> <li>\$23.85 per each 15 minutes or fraction thereof.</li> <li>Subject to a minimum charge of \$95.70 per vehicle.</li> </ol> </li> <li>The time will begin when the driver is notified that the vehicle is to be recalled and will end when the reloaded vehicle is released to the Carrier.</li> <li>Driver shall not be required to assist in the unloading, auditing or reloading of the trailer except when necessary to account for the freight.</li> </ol> </li> <li>Security Check by Consignee:                             <ol style="list-style-type: none"> <li>When the consignee requires an offsite inspection or security check as a requirement of delivery, there will be an additional charge for such service as follows:                                     <ol style="list-style-type: none"> <li>\$59.45 per shipment</li> </ol> </li> </ol> </li> </ol>
	<p><b>END OF U.S. SECTION</b></p>



**Rules Tariff – U.S./Canada Section 2A**

Item	Rule																												
115-1	<p><b>DEFINITIONS AND EXPLANATIONS OF TERMS</b></p> <p>1. The following definitions will apply.</p> <p><b>Carrier – Consignor – Consignee</b> - Includes the authorized representatives or agents of such "Carrier", "Consignor" or "Consignee".</p> <p><b>Consignee to unload the shipment</b> - The Consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the Carrier's vehicle.</p> <p><b>Consignor to load the shipment</b> – The Consignor will perform the complete service of loading the freight in or on the Carrier's vehicle and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the Consignor.</p> <p><b>Converta Van</b> - A trailer that can be used as a flatbed by removing side panels.</p> <p><b>Doubles Trailer</b> – A trailer not exceeding 29 feet in length.</p> <p><b>Joint Line Traffic</b> - The transportation of a shipment via two or more motor carriers, not including carriers performing pickup service at a point of origin or delivery service at point of destination or at intermediate interchange point as agent of the originating or delivery carriers.</p> <p><b>Local Traffic – Local Haul</b> - The same as Single Line Traffic.</p> <p><b>Place</b> - A particular street address or other designation of a factory, store, warehouse place of business or private residence at a "point".</p> <p><b>Point</b> - A particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.</p> <p><b>Single Line Traffic</b> - The pickup, transportation and delivery of a shipment via one carrier or via two or more motor carriers specifically designated as being considered as one carrier, whether pickup service at point of origin or delivery service at point of destination is performed by the carrier or for its account by another carrier as its agent.</p> <p><b>Site</b> - A particular platform or specific location for loading or unloading at a "Place".</p> <p><b>Tractor</b> - A mechanically powered unit used to propel or draw a doubles trailer, trailer or vehicle upon the highways.</p> <p><b>Traffic handled direct</b> - The transportation of a shipment via only one motor carrier (not including carriers specifically designated as being considered as one carrier), whether pickup service at point of origin or delivery service at point of destination is performed by such carrier or for its account by another carrier as its agent.</p> <p><b>Truck</b> - A wheeled power unit and cargo compartment combined as one unit for the transportation of property, or a tractor as described in paragraph "Tractor", coupled to a doubles trailer or vehicle, as described in paragraphs "Doubles Trailer" and "Vehicle".</p> <p><b>Two-linehaul – three-linehaul – four-linehaul</b> - Includes the carrier for whose account the provisions are published. Unless otherwise specifically provided, two or more carriers specifically designated as being considered as one carrier will be considered as only one line.</p> <p><b>Vehicle</b> - (Except when otherwise provided), any vehicle of not less than 40 feet in length or a combination of vehicles, each not more than 29 feet in length, drawn by a single power unit and used on the highways for the transportation of property.</p>																												
130	<p><b>ABBREVIATIONS - PROVINCE</b></p> <p>1. Uniform explanation of where two-letter abbreviations of provinces, as set forth by the U.S. Postal Service, are used in tariffs and supplements issued by FXFC and FXF, the abbreviations and explanation will be as follows:</p> <table border="0" data-bbox="305 1003 1347 1184"> <thead> <tr> <th><u>PROVINCE ABBREVIATION</u></th> <th><u>EXPLANATION</u></th> <th><u>PROVINCE ABBREVIATION</u></th> <th><u>EXPLANATION</u></th> </tr> </thead> <tbody> <tr> <td>AB.....</td> <td>Alberta</td> <td>NS.....</td> <td>Nova Scotia</td> </tr> <tr> <td>BC.....</td> <td>British Columbia</td> <td>ON.....</td> <td>Ontario</td> </tr> <tr> <td>MB.....</td> <td>Manitoba</td> <td>PE.....</td> <td>Prince Edward Island</td> </tr> <tr> <td>NB.....</td> <td>New Brunswick</td> <td>PQ or QC.....</td> <td>Quebec</td> </tr> <tr> <td>NF.....</td> <td>Newfoundland</td> <td>SK.....</td> <td>Saskatchewan</td> </tr> <tr> <td>NT.....</td> <td>Northwest Territory</td> <td>YT.....</td> <td>Yukon</td> </tr> </tbody> </table>	<u>PROVINCE ABBREVIATION</u>	<u>EXPLANATION</u>	<u>PROVINCE ABBREVIATION</u>	<u>EXPLANATION</u>	AB.....	Alberta	NS.....	Nova Scotia	BC.....	British Columbia	ON.....	Ontario	MB.....	Manitoba	PE.....	Prince Edward Island	NB.....	New Brunswick	PQ or QC.....	Quebec	NF.....	Newfoundland	SK.....	Saskatchewan	NT.....	Northwest Territory	YT.....	Yukon
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345	<p><b>ARRIVAL NOTICE AND UNDELIVERED FREIGHT</b></p> <p>(See NOTES 6 and 7)</p> <p>1. After shipment's arrival at Carrier's destination service center, notice of arrival (See NOTE 1) will be subject to an additional charge of \$33.40 and will be given by:</p> <ul style="list-style-type: none"> <li>A. Actual tender of delivery at Consignee's place; or</li> <li>B. Telephone, if convenient and practical; or</li> <li>C. Written notice. (See NOTE 2)</li> </ul> <p>2. If freight cannot be delivered because of Consignee's refusal to accept it, or because Carrier cannot locate the Consignee, or because of an error or omission on the part of the Consignor, Carrier will make a diligent effort to notify the Consignor promptly that the freight is in storage. (See NOTES 3 and 4).</p> <p>Note 1: However transmitted, the notice will specify the point of origin, Consignor, commodity description and shipment weight.</p> <p>Note 2: When transmitted by mail, the notice will be deemed to have been received by 8:00 a.m. the first business day after it was mailed.</p> <p>Note 3: If notice is given by telephone, Carrier's record of such date will govern, and said record will include name of Consignor contacted, name of individual contacted, date contacted and telephone number.</p> <p>Note 4: If written notice is accomplished by certified mail, the date of Consignor's signature will determine arrival notice date. If by mail or telegraph other than certified, NOTE 2 will determine arrival notice date (See NOTE 5).</p> <p>Note 5: If Consignor is advised of undelivered freight by both telephone and written notice, the earlier date will govern the arrival notice date.</p> <p>Note 6: If original Consignee subsequently receives the shipment, any storage charges will be based on the date of arrival notice to Consignee. If another party subsequently receives freight, arrival notice date will be determined by NOTES 3 and 4.</p> <p>Note 7: Instructions issued prior to tender of delivery will not be accepted as authority to reship or limit the storage liability of an undelivered shipment.</p>																												

**Rules Tariff – U.S./Canada Section 2A**

Item	Rule																																																																								
360-1	<p><b>BILLS OF LADING, FREIGHT BILLS AND STATEMENT OF CHARGES</b></p> <p>When Payor of freight or other lawful charges requires or requests, as a prerequisite to payment: (See NOTES 2 and 3).</p> <ol style="list-style-type: none"> <li>The return of any part of bill of lading sets or copies thereof, other than one Shipper-furnished copy (See NOTE A), a charge of \$2.90 for each such document or copy will be made; OR</li> <li>More than one original freight bill and one duplicate thereof, exclusive of Consignee's memo copy, per shipment; or more than one original and one copy of the Carrier's statement of transportation charges: OR</li> <li>The preparation by the Carrier of any forms requiring itemization, listing or description of single or multiple freight bills, or submittal with freight bills or statements of charges, a charge of \$0.58 per line of itemization, listing or description (or portion thereof) subject to a minimum charge of \$2.90 per page, per copy, will be made; OR</li> <li>Any forms or copies of forms, other than those described in Paragraphs 1 or 2 above, to be submitted with freight bills or statements of charges, a charge of \$2.90 for each such form or copy will be made; OR</li> <li>That information not shown on the shipping order at time of shipments be shown on freight bills or statements of charges, a charge of \$2.90 per shipment will be made; OR</li> <li>That proof of delivery be furnished in any form, a charge of \$2.90 for each such document or copy will be made.</li> </ol> <p>Note 1: When as a prerequisite to payment, the Shipper-furnished copy of bill of lading is to be returned, it must be clearly and prominently marked by the Shipper with specific instructions directing its return with freight bill.</p> <p>Note 2: The charges set forth in this item will not apply to:</p> <ol style="list-style-type: none"> <li>Bank Payment Plans when documentation is limited to: <ol style="list-style-type: none"> <li>Deposit ticket(s) supplied by the bank;</li> <li>Supporting freight bills not in excess of the number set forth in Part (2) above.</li> <li>The return of a copy of the bill of lading furnished by Shipper.</li> </ol> </li> <li>Sight Draft Plans when documentation is limited to: <ol style="list-style-type: none"> <li>Sight drafts which do not require the Carrier to provide information pertaining to the rating of the shipment(s) on the sight draft;</li> <li>Supporting freight bill(s) and statement(s) of charges not in excess of number set forth in Part (2) above.</li> <li>The return of a copy of the bill of lading furnished by Shipper.</li> </ol> </li> </ol> <p>Note 3: The provisions set forth in this item will not apply to shipments moving on United States Government bills of lading.</p>																																																																								
400	<p><b>CLASS RATE APPLICATION</b></p> <ol style="list-style-type: none"> <li>Unless specifically provided otherwise in tariffs or schedules published by FXFC, the class or exception rates and charges applicable via FXFC direct or in joint-line traffic will be those in Class Rate Tariff FXF 1000, series, which will take precedence over class rate tariffs published by any other agency or bureau.</li> <li>When pricing agreements refer to CzarLite rates as identified under Column 1 and the provisions apply to and/or from Canada, the rates to and/or from Canada will be the corresponding CanadaLite rates identified under column 2.</li> </ol> <table border="0" data-bbox="446 997 1339 1911"> <thead> <tr> <th style="text-align: center;">Column 1</th> <th style="text-align: center;">Column 2</th> </tr> </thead> <tbody> <tr><td>CzarLite US/US --- 03/31/2008</td><td>CanadaLite US/CN --- 03/31/2008</td></tr> <tr><td>CzarLite US/US --- 09/03/2007</td><td>CanadaLite US/CN --- 04/02/2007</td></tr> 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Item	Rule
435-1	<p><b>COLLECTION OF CHARGES AND EXTENSION OF CREDIT</b></p> <ol style="list-style-type: none"> <li>1. COLLECTION OF CHARGES accruing, and responsibility for payment of all freight charges, are due and payable to Carrier, subject to the following provisions:               <ol style="list-style-type: none"> <li>A. For Cash Prepaid shipments charges are due and payable by the Consignor, at the time the prepaid shipment is tendered by the Consignor.</li> <li>B. For Cash Collect shipments, charges are due and payable by the Consignee at the time the collect shipment is received by the Consignee.</li> <li>C. For accessorial services, at the time any accessorial service is requested or possession of the shipment involved, or any part thereof, is relinquished by Carrier.</li> <li>D. For Third Party shipments, charges are due and payable by the party shown on the original bill of lading as the Payor of the freight charges, upon presentation of the freight bill (see Paragraph 3 herein).</li> <li>E. No shipment will be accepted when the linehaul charges are partially prepaid or partially collect.</li> <li>F. Freight charges must be prepaid on all shipments consigned to trade or traveling shows, fairs or exhibits.</li> <li>G. Freight charges must be prepaid on export shipments, except as follows:                   <ol style="list-style-type: none"> <li>1. Shipments moving on government bills of lading.</li> <li>2. Shipments destined to Canada, United States, or to Mexico when freight charges are guaranteed by the Consignor or when established credit and guarantee of charges have been secured with the U.S. domestic Consignee or freight forwarder.</li> </ol> </li> <li>H. Except as otherwise provided, shipments must be prepaid when destined to New York zip code prefixes 100 through 104, 111 through 114 and 116.</li> <li>I. Except as otherwise provided, rates and charges contained herein are expressed in U.S. currency.</li> </ol> </li> <li>2. EXTENSION OF CREDIT for charges accruing may be provided to Consignor/Consignee as follows:               <ol style="list-style-type: none"> <li>A. Presentation of freight charges may be by U.S. mail, Electronic Data Interchange (E.D.I.), or by other acceptable methods.</li> <li>B. Extension of Credit, excluding Saturdays, Sundays and legal holidays, will be as follows:                   <ol style="list-style-type: none"> <li>1. Outbound Prepaid – 15 days from shipment date.</li> <li>2. Outbound Collect – 15 days from delivery date.</li> <li>3. Additional Charges after freight relinquished – 30 days from presentation of the subsequently issued freight bill.</li> </ol> </li> <li>C. Payment may be by valid check, draft, money order, Electronic Funds Transfer (EFT), Automatic Clearing House (ACH), or other acceptable methods including cash up to \$500.</li> <li>D. When payment is by wire transfer, the following charge will apply:                   <ol style="list-style-type: none"> <li>1. For Domestic, \$21 for each wire transfer transaction.</li> <li>2. For International, \$29 for each wire transfer transaction.</li> </ol> </li> </ol> </li> <li>3. When a Third Party (a party other than the Consignor/Consignee or its freight payment processor) is shown on the bill of lading as being responsible for the payment of freight charges, the shipment will be subject to the following provisions:               <ol style="list-style-type: none"> <li>A. Shipment will be billed as “prepaid”.</li> <li>B. Consignor does not execute Section 7 of the bill of lading.</li> <li>C. Consignor has established credit with billing Carrier.</li> <li>D. Consignor guarantees to pay all accrued charges if the Third Party fails to do so within the time allowed.</li> <li>E. Name and address of Third Party must be clearly shown on the original bill of lading.</li> </ol> </li> <li>4. When checks or similar instruments tendered Carrier are returned to Carrier unpaid, the following service charge will apply:               <ol style="list-style-type: none"> <li>A. \$55 for each check or similar instrument.</li> </ol> </li> <li>5. If the Carrier is forced to utilize an outside collection source, the following provisions will apply:               <ol style="list-style-type: none"> <li>A. Revocation of all applicable discounts and allowances, resulting in collection of gross charges.</li> </ol> </li> <li>6. When the Consignee instructs the Carrier to bill the freight charges to a Third Party and such information is not shown on the bill of lading and shipping order at time of shipment, an additional charge of \$36.50 will be assessed for a new billing in addition to all other applicable charges. The additional charge will be assessed against the party billed for the freight charges.</li> </ol>
480-1	<p><b>CUSTOMS OR INBOND FREIGHT</b></p> <ol style="list-style-type: none"> <li>1. Shipments subject to customs clearance:               <ol style="list-style-type: none"> <li>A. All shipments moving Inbound for Canadian Customs Clearance:                   <ol style="list-style-type: none"> <li>1. handling charges through in land sufferance warehouses will be subject to a rate of                       <ol style="list-style-type: none"> <li>a. \$2.29 per cwt and a Minimum Charge of \$47.10 per shipment.</li> </ol> </li> <li>2. any shipments not warehoused will be subject to:                       <ol style="list-style-type: none"> <li>a. A Maximum charge of \$104.80 per shipment.</li> <li>b. No charges will be assessed against shipments cleared at the border.</li> </ol> </li> </ol> </li> <li>3. Traffic routed through Edmonton Customs Warehouse in Edmonton, Alberta; Calgary, Alberta; or Winnipeg, Manitoba, will be subject to a rate of:                   <ol style="list-style-type: none"> <li>a. \$3.08 per cwt, and a Minimum Charge of \$47.10 and a Maximum Charge of \$215.25 per shipment or per trailer if more than one trailer is required to transport the shipment.</li> <li>b. No charges will be assessed against the shipments cleared at the border.</li> </ol> </li> <li>4. Traffic routed through customs warehouses in Vancouver, BC will be subject to the following rates (such charges are in addition to all other applicable charges):                   <ol style="list-style-type: none"> <li>a. Minimum Charge \$44.45</li> <li>b. LTL \$ 9.17 / cwt</li> <li>c. 1000 lbs. \$ 6.94 / cwt</li> <li>d. 5000 lbs. &amp; up \$ 5.85 / cwt</li> </ol> </li> <li>5. Prepaid freight originating from the United States to Canada moving inbond will not be subject to a surcharge for inbond clearance.</li> </ol> </li> <li>B. All shipments subject to customs Clearance at a point in the United States:               <ol style="list-style-type: none"> <li>1. Will be assessed a charge of \$3.26 per cwt subject to a Minimum Charge of \$64 and a Maximum Charge of \$302 per shipment or per trailer if more than one trailer is required to transport the shipment.</li> <li>2. No charges will be assessed against the shipments cleared at the border.</li> <li>3. Such charges are in addition to all other applicable charges.</li> </ol> </li> <li>C. On shipments subject to custom clearance at a point in the United States where the specified broker will not set up the IT paperwork on behalf of his client, FedEx Freight Canada will have Aminserve prepare the bond.</li> </ol> <ol style="list-style-type: none"> <li>2. Linehaul charges on shipments requiring Customs clearance at a point other than final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of Customs clearance, plus the rates and charges applicable from the point of Customs clearance to the final destination. (See NOTE 1).</li> </ol>

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Item	Rule																				
<p><b>480-1</b> (cont'd)</p>	<ol style="list-style-type: none"> <li>3. Import freight moving In Bond may not be included in the same shipment on the same bill of lading for freight not moving In Bond.</li> <li>4. Shipments moving under United States customs Bond will not be accorded the privileges of stopping in transit or split pickup or split delivery.</li> <li>5. Each IT shipment (Immediate Transportation Permit) issued for movement of an In Bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. (See NOTE 2).</li> <li>6. Shipments tendered in a vehicle sealed by or at the instructions of the Consignor, or as required by competent authority, will be considered as fully loaded or loaded to capacity and subject to the provisions of the applicable Capacity Load Rule. On shipments cleared enroute by Customs, the movement beyond such clearance does not require a seal, normal rates and charges will apply to the beyond point.</li> <li>7. Shipments moving from the United States under a Tir Carnet issued by the originating Carrier are subject to a charge of \$130 which will be in addition to all other applicable charges (including the In Bond or Customs clearance charges herein applicable), and will be collected from the party responsible for the linehaul charges.</li> <li>8. When the Carrier is required to pickup shipping documents or Customs release forms from a forwarder or broker for validation prior to pickup of a shipment, a charge of \$51.90 per shipment, subject to a Maximum Charge of \$249.40 for each pickup of such documents, will be assessed in addition to all other applicable charges (including the In Bond or Customs clearance charges herein applicable), and will be collected from the party responsible for the linehaul charges.</li> <li>9. Any detention or storage charges will be assessed against the party responsible for the linehaul charges. Such charges must be prepaid or guaranteed to the Carrier's satisfaction before the shipment is released. For the purpose of applying storage rules, notification to the local Customs office that the shipment is available for inspection will constitute tender of the shipment for delivery.</li> <li>10. When it is necessary for the Carrier to purchase and apply "High Security Red In-Bond Seals" for shipments moving under United States customs Bond, a charge of \$61.30 per seal will be assessed in addition to all other applicable charges. Carrier will not be responsible for equipment or tolls necessary for removal of the High Security Red In-Bond Seal(s).</li> </ol> <p>Note 1: No beyond linehaul charges will apply when the final destination is located within the service center area of the points of Customs clearance and is subject to the same rate basing point of Customs clearance.</p> <p>Note 2: Not applicable on volume or truckload shipments moving In Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.</p>																				
<p><b>500-1</b></p>	<p><b>DETENTION</b></p> <ol style="list-style-type: none"> <li>1. When Carrier's trailer/doubles 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/doubles is loaded or unloaded and is available for movement.</li> <li>2. Free time will begin when Carrier notifies Consignor/Consignee that the trailer/doubles is available for loading or unloading.</li> <li>3. The following DETENTION charges will apply:             <ol style="list-style-type: none"> <li>A. For DETENTION with Power, the following charges and provisions will apply:                 <ol style="list-style-type: none"> <li>1. \$37.10 per pup for each 15 minutes or fraction thereof, subject to a minimum charge of \$66.</li> <li>2. Free time will be determined as follows:                     <table border="0" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: left;"><u>WEIGHT PER STOP</u></th> <th style="text-align: left;"><u>FREE TIME PER STOP</u></th> </tr> </thead> <tbody> <tr> <td>a.1. Less than 2,500 lbs.</td> <td>30 minutes (½ hour)</td> </tr> <tr> <td>a.2. 2,500 through 4,999 lbs.</td> <td>60 minutes (1 hour)</td> </tr> <tr> <td>a.3. 5,000 through 7,499 lbs.</td> <td>90 minutes (1 ½ hours)</td> </tr> <tr> <td>a.4. 7,500 through 9,999 lbs.</td> <td>120 minutes (2 hours)</td> </tr> <tr> <td>a.5. 10,000 through 19,999 lbs.</td> <td>180 minutes (3 hours)</td> </tr> <tr> <td>a.6. 20,000 through 27,999 lbs.</td> <td>240 minutes (4 hours)</td> </tr> <tr> <td>a.7. 28,000 through 35,999 lbs.</td> <td>300 minutes (5 hours)</td> </tr> <tr> <td>a.8. 36,000 through 43,999 lbs.</td> <td>360 minutes (6 hours)</td> </tr> <tr> <td>a.9. 44,000 lbs. or more</td> <td>420 minutes (7 hours)</td> </tr> </tbody> </table> </li> <li>b. Non-working periods, such as meal, coffee or rest breaks, not exceeding one hour, will be excluded from the computation of free time.</li> </ol> </li> <li>3. Charges will accrue to the Consignor in the case of loading or to the Consignee in the case of unloading, regardless of whether linehaul charges are prepaid or collect.</li> <li>4. When loading or unloading is not completed by the end of the business day, Consignor/Consignee has the option to:                 <ol style="list-style-type: none"> <li>a. Request trailer/doubles without power remain. Free time will cease, and DETENTION without Power will begin with applicable free time.</li> <li>b. Request trailer/doubles leave the site and return the next business day when loading or unloading will resume. Free time will be suspended until trailer/doubles is returned. Storage and redelivery charges will apply without additional free time.</li> </ol> </li> <li>5. DETENTION with Power will also apply when Carrier assists in loading, unloading, counts or checks the freight whether the power remains or not.</li> </ol> </li> <li>B. For DETENTION without Power, the following charges and provisions will apply:             <ol style="list-style-type: none"> <li>1. \$101 per trailer for each 24-hour period or fraction thereof, excluding non-business days. Charges cease when the Customer notifies Carrier that the equipment is available to Carrier.</li> <li>2. Free time will be determined as follows:                 <ol style="list-style-type: none"> <li>a. 24 hours, excluding non-business days.</li> </ol> </li> <li>3. Subject to availability of equipment, Carrier will spot trailer/doubles 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</li> <li>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/doubles 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.</li> <li>5. Carrier responsibility for safeguarding shipments will begin when Carrier takes possession of a trailer/doubles loaded by Consignor, and will end when Carrier spots pup/set for unloading by Consignee, as the case may be.</li> <li>6. DELAY IN TRAILER PICKUP CHARGE: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of Consignor, Consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in Item 500-1.</li> </ol> </li> </ol>	<u>WEIGHT PER STOP</u>	<u>FREE TIME PER STOP</u>	a.1. Less than 2,500 lbs.	30 minutes (½ hour)	a.2. 2,500 through 4,999 lbs.	60 minutes (1 hour)	a.3. 5,000 through 7,499 lbs.	90 minutes (1 ½ hours)	a.4. 7,500 through 9,999 lbs.	120 minutes (2 hours)	a.5. 10,000 through 19,999 lbs.	180 minutes (3 hours)	a.6. 20,000 through 27,999 lbs.	240 minutes (4 hours)	a.7. 28,000 through 35,999 lbs.	300 minutes (5 hours)	a.8. 36,000 through 43,999 lbs.	360 minutes (6 hours)	a.9. 44,000 lbs. or more	420 minutes (7 hours)
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**Rules Tariff – U.S./Canada Section 2A**

Item	Rule
500-1 (cont'd)	<p>7. STRIKE INTERFERENCE CHARGE: When, because of a strike of its employees, it is impossible for Consignor, Consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of \$100.35 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4<sup>th</sup> day of charges.</p>
503	<p><b>PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING</b></p> <p>1. The provisions of this item do not apply with respect to detention occurring at origins and destinations within the State of Alaska.</p> <p>2. Upon reasonable request of Consignor, Consignee or others designated by them and subject to the provisions contained herein, carriers will, without additional charge prearrange schedules for arrival of vehicles, for loading or unloading shipments governed by Item 500-1.</p> <p>A. Request for prearranged scheduling may be oral or in writing.</p> <p>B. Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.</p> <p>C. The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in applicable tariff.</p>
596	<p><b>MAXIMUM WEIGHTS – TL OR VOL</b></p> <p>1. Except as specifically provided in individual items, TL or VOL provisions subject to a maximum weight restriction will apply only to the extent total weight of the shipment does not exceed maximum weight. That portion of shipment in excess of a stated maximum weight shall be rated as a separate shipment.</p>
598	<p><b>MAXIMUM LIABILITY – CIGARETTES AND/OR TOBACCO PRODUCTS</b></p> <p>1. When on shipments of cigarettes and/or tobacco products, the Maximum Liability will be \$2 per pound on loss or damage, which will be computed only on the actual weight of the portion that is lost or damaged.</p>
687	<p><b>PACKING OR PACKAGING – NON-COMPLIANCE WITH</b> (Exception to Section 3 (a) of NMFC Item 687)</p> <p>1. The transportation charge on articles which fail to comply with packing requirements, when failure to comply is discovered after articles have been accepted for transportation must be determined as follows.</p> <p>A. When LTL or AQ classes or ratings are applicable to the articles shipped the charge shall be 200 percent of the charge determined by applying the highest LTL or AQ class or rating provided for such articles in the same shipping form. (See NOTE 1).</p> <p>Note 1: Applies only on articles in packages which also serve as display stands or racks and then only when the article or articles and necessary interior packing devices occupy less than 80 percent of the interior cubic capacity of the outer shipping container.</p>
700-1	<p><b>PERMITS</b> (See NOTE 3)</p> <p>1. Any shipment which, due to size (height, width or length), shape or weight, requires special permits from the State Highway Department or Departments of States or Cities or Municipalities in which the shipment is being transported, will be subject to the following:</p> <p>A. The purchase cost of such permits and all other expenses necessary to secure such permits and all bridge, ferry, highway, tunnel or other public charges of like nature which are incurred in the handling of any such shipment, which would not normally be required on shipments not requiring permits, will be paid by the Carrier and collected as follows:</p> <p>1. All such expenses or charges, plus a service charge of \$96.80 per vehicle per state in which permit is procured shall be collected from the Shipper or party requesting movement of the shipment.</p> <p>2. Except for the service charge of \$96.80 per vehicle per state for each permit shown in Paragraph A.1, evidence of payment of all other charges provided for above, shall be furnished to Shipper or party requesting movements of the shipments upon request.</p> <p>3. When a shipment requires more than one vehicle, charges provided here DO NOT apply to vehicles which do not contain articles or commodities requiring such permits.</p> <p>B. Any shipment which, due to size, shape or weight, requires a flagman or flagmen to accompany the vehicle, the rates in B.1 and B.2 will be charged to the Shipper or party requesting movement of the freight:</p> <p>1. For each flagman accompanying the vehicle in or on which the shipment is being transported, a charge of \$49.30 per hour (See NOTE 1) will be made.</p> <p>2. For each flagman as escort in a vehicle other than the vehicle in or on which the shipment is being transported, a charge of \$58.45 per hour (See NOTE 2) per such other vehicle with flagman will be made.</p> <p>Note 1: Time will be computed from time flagman reports for duty at point and time designated by Shipper or party requesting movement of the shipment, until released, but not to exceed 16 hours in any one day.</p> <p>Note 2: Time will be computed from time vehicle with flagman leaves Carrier's service center nearest point of origin until return to such service center, but is not to exceed 15 hours in any one day.</p> <p>Note 3: Charges for services provided shall also be assessed when such services are furnished because of instructions or information given by Shipper or party requesting movement of the shipment.</p>
712	<p><b>PALLETS OR CONTAINERS (SHIPMENTS-TRANSPORTED IN OR ON SHIPPING CARRIERS)</b> (Except marine type or intermodal containers designed for highway use on wheels)</p> <p>1. Except as otherwise specifically provided, when shipments are tendered to Carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, such carriers, containers, pallets, platforms, racks, reels or skids constitute an integral part of the shipment and are to be delivered to and receipted for by the Consignee(s) named on the Bill of Lading covering the loaded movement.</p> <p>2. Any request of provisions noted on the Bill of Lading or Shipping Order at the time of movement requesting the return of these shipping devices, forms or packages, shall be deemed to be for informational purposes only, and it will be not binding upon the Carrier to accomplish or comply with such request or provisions to complete the contract of carriage of the shipment.</p>

**Rules Tariff – U.S./Canada Section 2A**

Item	Rule																												
<p><b>750-3-1</b></p>	<p><b>NOTIFICATION PRIOR TO DELIVERY</b> (See NOTES 1, 2, 3, 4 &amp; 5)</p> <ol style="list-style-type: none"> <li>1. A charge of \$33.40 per shipment will be assessed against the party responsible for the linehaul charges when the Carrier is requested, by any means whatsoever including, but not limited to, placing the Consignee's telephone number on the bill of lading.</li> <li>2. A charge of \$38.30 per shipment will be assessed against the Consignee when the Consignee requires the Carrier to provide telephone or written notice of arrival prior to delivery and such request was not noted on the bill of lading.</li> <li>3. When the Consignee requires delivery of the Freight Bill prior to delivery of a shipment, a charge of \$49.30 per shipment will apply, subject to a maximum charge of \$232 for each delivery of freight bills.</li> <li>4. Service provided in this item does not relieve any liability for applicable storage charges, regardless of any time requirements concerning prior notification.</li> <li>5. When a shipment is consigned to the Carrier's service center with instructions to hold the shipment at the service center for pickup by, or instructions from, the Consignee or other party, and such instructions do not include a request for notice of arrival and a telephone number or address for purposes of giving such notice, the Carrier will, if possible, notify the Consignee or other designated party that the shipment has arrived, subject to the charge specified in Paragraph 2. If the Carrier is unable, due to no fault of the Carrier to give such notice of arrival, storage charges, in accordance with provisions of Item 910, will begin accruing at 8:00 A.M. on the first business day following the arrival of the shipment at the Carrier's destination service center.</li> </ol> <p>Note 1: Applies only on LTL or AQ shipments weighing 15,000 pounds or less.            Note 2: Not applicable on Order-Notify shipments.            Note 3: Not applicable on shipments consigned to a catalog or retail distribution center.            Note 4: When a residential or limited access fee is charged, the notification fee is considered to be part of that charge and will not be assessed as a stand alone charge.            Note 5: This item will not apply on initial notification for shipments moving from or to a private residence or limited access location.</p>																												
<p><b>750-8-1</b> (Revised 2-2-09)</p>	<p><b>PICKUP OR DELIVERY SERVICE – LIMITED ACCESS LOCATIONS</b> (See NOTE 3)</p> <ol style="list-style-type: none"> <li>1. When Carrier makes a pickup or delivery at a limited access location, the following charges will apply:           <ol style="list-style-type: none"> <li>A. \$80 per shipment.</li> </ol> </li> <li>2. The term LIMITED ACCESS LOCATION includes but is not limited to the following:           <ol style="list-style-type: none"> <li>A. Individual (mini) storage units</li> <li>B. Churches</li> <li>C. Schools</li> <li>D. Commercial establishments not open to walk-in public during normal business hours</li> <li>E. Construction sites</li> <li>F. Fairs or carnivals</li> <li>G. Prisons</li> <li>H. Military Base/Installations</li> <li>I. Mine Sites               <ol style="list-style-type: none"> <li>1. Shipments delivered to mines (See NOTE 1) will, in addition to all other applicable charges be subject to the following charges:                   <table border="0"> <tr> <td>a. LTL or AQ Shipments</td> <td>\$ 1.18 per cwt</td> </tr> <tr> <td>b. TL Shipments (See NOTE 2)</td> <td>\$ 0.80 per cwt</td> </tr> <tr> <td>c. Minimum Delivery Charge</td> <td>\$49.30 per shipment</td> </tr> </table> </li> <li>2. Shipments delivered to the following oil field sites will be rated from or to Fort McMurray T9H 4B6, plus the applicable charges stated for each site listed:                   <table border="0"> <tr> <td>a. Albion</td> <td>\$ 146</td> </tr> <tr> <td>b. Anzac</td> <td>\$ 97</td> </tr> <tr> <td>c. Aurora</td> <td>\$ 146</td> </tr> <tr> <td>d. Firebag</td> <td>\$ 486</td> </tr> <tr> <td>e. Fort Hills</td> <td>\$ 146</td> </tr> <tr> <td>f. Long Lake</td> <td>\$ 97</td> </tr> <tr> <td>g. Surmont</td> <td>\$ 146</td> </tr> <tr> <td>h. Horizon</td> <td>\$ 192</td> </tr> <tr> <td>i. Joslyn Creek</td> <td>\$ 159</td> </tr> <tr> <td>j. Fort Mackay</td> <td>\$ 159</td> </tr> <tr> <td>k. Mackay River</td> <td>\$ 137</td> </tr> </table> </li> </ol> </li> </ol> </li> <li>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 the Consignee.</li> </ol> <p>Note 1: The term "mines" means the site of any pit, excavation shaft or deposit at which coal, ore or minerals are, have been or will be extracted. Such site or "mines" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply houses, mine tipples or similar receiving facilities) located on such property will be considered as delivery to a mine. Furthermore, the term "mines" will specifically include any oil well drilling, pumping or exploration site.            Note 2: Applies on actual weight or truckload minimum weight, whichever is greater.            Note 3: On shipments involving stop-offs, charges apply to each portion of the shipment delivered to a mine.</p>	a. LTL or AQ Shipments	\$ 1.18 per cwt	b. TL Shipments (See NOTE 2)	\$ 0.80 per cwt	c. Minimum Delivery Charge	\$49.30 per shipment	a. Albion	\$ 146	b. Anzac	\$ 97	c. Aurora	\$ 146	d. Firebag	\$ 486	e. Fort Hills	\$ 146	f. Long Lake	\$ 97	g. Surmont	\$ 146	h. Horizon	\$ 192	i. Joslyn Creek	\$ 159	j. Fort Mackay	\$ 159	k. Mackay River	\$ 137
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**Rules Tariff – U.S./Canada Section 2A**

Item	Rule
765-1	<p><b>PRECEDENCE OF RATES</b></p> <ol style="list-style-type: none"> <li>1. Except as provided, shipments will be accepted subject to the following provisions;               <ol style="list-style-type: none"> <li>A. A prepaid shipment is one on which the charges for transportation service rendered at the request of the Consignor, including charges for any accessorial services performed at the request of the Consignor are to be paid by the Shipper.</li> <li>B. A collect shipment is one which the charges for transportation service, including accessorial services rendered at the request of the Consignee, or requested by the Consignor for the Consignee, are to be paid for by the Consignee.</li> <li>C. A shipment on which charges are to be paid by a party other than the Consignor or Consignee will be accepted provided that the Consignor has established credit with the Carrier picking up the shipment at origin and guarantees to pay the charges if the Third Party fails to do so within the time allowed under the credit regulations or state regulatory commission. Such a shipment will not be accepted if the Consignor executes Section 7 of the bill of lading.</li> <li>D. If, in the judgment of the Carrier picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.</li> <li>E. If a shipment is required by Paragraph D hereof or by any provisions of this classification to be prepaid, it will be accepted on a collect basis if the Consignor has established credit with the Carrier picking up the shipment at origin, and the Consignor guarantees to pay the charges if the Consignee fails to do so within the time allowed under credit regulations or state regulatory commission. Such a shipment will not be accepted as a collect shipment if the Consignor executes Section 7 of the bill of lading.</li> </ol> </li> </ol>
770	<p><b>PREPAYMENT</b></p> <ol style="list-style-type: none"> <li>1. When combination of rates and/or charges are applicable, combination of rates and/or charges will be computed over the point or points of actual interchange (points where the freight will be physically interchange from one Carrier to another Carrier) and must be prepaid through to destination. (See NOTES 1 and 2)</li> <li>2. All freight and accessorial charges on all shipments consigned to state, county, or local Government bodies or agencies, including schools, must be prepaid or guaranteed.</li> </ol> <p>Note 1: Not applicable on shipments moving under government bills of lading.            Note 2: The prepaid requirements of this paragraph will not apply on shipments moving from or to points in AK, Canada or Islamorada, FL, Key West, FL or Marathon, FL.</p>
820-1	<p><b>RECONSIGNMENT, DIVERSION, RELINQUISHMENT</b></p> <ol style="list-style-type: none"> <li>1. When shipment is at Carrier's service center at point of origin and Consignor/Consignee requests the shipment be reconsigned/diverted by making a change in Consignee's name, place of delivery and/or in the destination point, the following charge will apply:       <ol style="list-style-type: none"> <li>A. \$63.95 per shipment plus linehaul charges from origin to final destination.           <ol style="list-style-type: none"> <li>1. Applicable only if shipment has not been loaded into linehaul trailer/doubles, or if shipment has not left origin service center point in cases where shipment is not transferred to linehaul trailer/doubles.</li> </ol> </li> </ol> </li> <li>2. When shipment is at Carrier's service center at point of origin and Consignor or owner of the goods requests the shipment be returned (relinquished) to the original place of shipment or delivered to another Carrier, the following charge will apply:       <ol style="list-style-type: none"> <li>A. Prior to Delivery, \$7.76 cwt., subject to a minimum charge of \$77. Maximum charge will be \$813 per trailer, per shipment.           <ol style="list-style-type: none"> <li>1. Applicable only if shipment has not been loaded onto linehaul trailer/doubles, or if shipment has not left origin service center point in cases where shipment is not transferred to linehaul trailer/doubles.</li> </ol> </li> </ol> </li> <li>3. When, except as provided in paragraphs 1 &amp; 2, Consignor or owner of the goods requests a shipment be reconsigned/diverted by making a change in Consignee's name, place of delivery and/or in the destination point, the following provisions will apply:       <ol style="list-style-type: none"> <li>A. When Consignee's name is changed, but place of delivery is not changed:           <ol style="list-style-type: none"> <li>1. Prior to Delivery, \$63.95 per shipment plus linehaul charges from origin to final destination.</li> <li>2. After tender of Delivery when redelivery is requested or required, \$7.76 cwt., subject to a minimum charge of \$77 and a maximum charge of \$813 per trailer, per shipment, plus linehaul charges from origin to final destination.</li> </ol> </li> <li>B. When place of delivery is changed and Carrier services both original and new destination point by the same service center:           <ol style="list-style-type: none"> <li>1. Prior to Delivery, \$63.95 per shipment plus linehaul charges from origin to final destination.</li> <li>2. After tender of Delivery, \$7.76 cwt., subject to a minimum charge of \$77 and a maximum charge of \$813 per trailer, per shipment, plus linehaul charges from origin to final destination.</li> </ol> </li> <li>C. When destination point is changed, and Carrier services both original and new destination points by different service centers:           <ol style="list-style-type: none"> <li>1. Prior to Delivery, applicable rates and charges to and from the reconsignment point.</li> <li>2. After Tender of Delivery, applicable rates and charges to and from the reconsignment point, but not less than the through rate from original origin to original destination point.</li> </ol> </li> <li>D. When Consignor/Consignee accepts shipment at Carrier's service center located at reconsignment point or when origin Carrier relinquishes to another Carrier at origin Carrier's service center located at reconsignment point:           <ol style="list-style-type: none"> <li>1. Prior to Delivery, \$4.57 cwt., subject to a minimum charge of \$37, plus applicable rates from origin to reconsignment point.</li> <li>2. After Tender of Delivery, \$7.76 cwt., subject to a minimum charge of \$77, plus rates from origin to reconsignment point.</li> </ol> </li> </ol> </li> <li>4. When, prior to pickup or receipt of shipment, instructions are received by the originating Carrier to reassign a shipment, and shipment is accompanied by a through bill of lading, the following provisions and charges will apply:       <ol style="list-style-type: none"> <li>A. Instructions to Carrier must be received by originating service center.</li> <li>B. Carrier will accept the shipment when tendered by the party in possession of the shipment.</li> <li>C. Carrier will issue a receipt therefore (not a bill of lading) to the party tendering the shipment.</li> <li>D. Carrier will execute the bill of lading for the through shipment.</li> <li>E. A flat charge of \$77 per shipment plus linehaul charges from origin to final destination will apply.</li> </ol> </li> <li>5. Except as provided in Paragraph 1 and 2 herein, prior to delivery shall apply only when Carrier receives request for RECONSIGNMENT before shipment has been loaded onto delivery trailer/doubles or before the shipment has been dispatched for delivery.</li> <li>6. Carrier will make a diligent effort to execute a request for RECONSIGNMENT, but will not be responsible if such service is not effected.</li> <li>7. Charges as found in Item 580 (MARKING OR TAGGING FREIGHT) will not apply on shipments subject to this item.</li> </ol>
825-1	<p><b>RETURNED UNDELIVERED SHIPMENTS</b></p> <ol style="list-style-type: none"> <li>1. Any shipment undelivered, when returned to Shipper, shall be returned at the applicable tariff rates in effect on the date the return commences.</li> </ol>

**Rules Tariff – U.S./Canada Section 2A**

Item	Rule
890-1	<p><b>LIFTGATE SERVICE</b></p> <p>1. The charges for this service will be paid by the party that requested the service, or guaranteed by the 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. Services will only be rendered at locations that are safe and accessible to the vehicle.</p> <p>A. When FedEx Freight Canada provides liftgate service, a charge of \$2.09 per cwt., subject to a minimum of \$105 will apply.</p>
900-1	<p><b>STOPOFFS</b></p> <p>1. A shipment subject to TL or volume rates may be stopped for partial loading or unloading subject to the following provisions:</p> <p>A. GENERAL PROVISIONS – A shipment may be stopped for the purpose of picking up or delivering parts thereof, providing the stop-off point or points are directly intermediate to the point of final destination. (See NOTE 1)</p> <p>B. LIMITATIONS:</p> <p>1. Stop-offs for partial loading or unloading will not be permitted on shipments moving “COD”, “In Bond”, “Order-Notify”, “Order Card of”, nor on which Section 7 of the bill of lading has been executed.</p> <p>2. This item will not apply to any shipment having origin, destination and entire transportation within a single state.</p> <p>C. STOP-OFF CHARGES:</p> <p>1. The initial pickup stop and final delivery stop are not subject to stop-off charges.</p> <p>2. Each stop for partial loading or unloading, will be subject to a stop-off charge of \$173.60 per stop.</p> <p>D. LINEHAUL CHARGES – Linehaul charges on shipments stopped for partial loading or partial unloading will be determined on the basis of the truckload or volume minimum weight, or actual weight if greater, of the entire shipment at the truckload or volume rate or charge applicable from the point of initial origin, or from any intermediate point where the shipment is stopped for partial loading to any intermediate point where the shipment is stopped for partial unloading, or to the point of final destination, from and to which the highest charges are applicable. If the linehaul rates are based on mileage, the charges will be determined on the basis of the mileage from the point of initial origin to the final destination via the stop-off points. The greatest mileage between any point of loading and any point of unloading will determine the “initial point of origin” and the “final destination” for the purposes of applying provisions of this rule.</p> <p>E. PREPAYMENT OF CHARGES – All charges must be prepaid or guaranteed by Consignor (except on shipments moving on Government bills of lading).</p> <p>F. STOP-OFF HANDLED IN SEPARATE VEHICLES – For Carrier’s convenience, any portion of the shipment may be picked up, transported or delivered in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.</p> <p>G. SHIPPING INSTRUCTIONS:</p> <p>1. Arrangements for any stop-off service provided in this item must be made with the Carrier before shipment, or any portion thereof, is tendered for transportation.</p> <p>2. Stop-off portions must be sufficiently identifiable and segregated so as to distinguish it from other stop-off portions.</p> <p>3. The entire shipment must be available for pickup at time of tender.</p> <p>4. When the Shipper performs the loading, he must load the shipments in the order required by the Carrier.</p> <p>5. The party or parties authorized and designated by the Shipper to accept freight at a point or place or stop-off may be the same or other than the billed Consignee.</p> <p>6. The shipping order shall designate the following:</p> <p>a. Stop-off point or points and places.</p> <p>b. The quantities, marking and descriptions of articles to be picked up or delivered at each stop-off point and place.</p> <p>c. The name and address of the party or parties from or to which stop-off portions are to be picked up or delivered.</p> <p>Note 1: If the total distance from initial origin to final destination via the stop-off point or points exceeds 115 percent of the shortest mileage from initial origin to final destination, that distance in excess of 115 percent will be charged for at the rate of \$5.30 per mile. All mileage shall be computed by use of the PC*MILER.</p>
920-1	<p><b>HAZARDOUS MATERIALS OR SUBSTANCES</b> (See NOTE 1)</p> <p>1. Carriers will accept shipments of hazardous material, wastes, or substances and radioactive waste material for transportation in accordance with transportation requirements of U.S. Department of Transportation and the U.S. Nuclear Regulatory Commission, subject to the following provisions:</p> <p>A. Shipments of any Hazardous Goods, including hazardous wastes, hazardous substances for disposal, and radioactive active waste material, will be subject to the following requirements:</p> <p>1. A notice of 48 hours must be given to Carrier before tendering shipment, advising name of Shipper, origin, Consignee and destination.</p> <p>2. Carrier will determine through its delivering service center if Consignee will accept shipment when tendered.</p> <p>3. Upon advice from Consignee that shipment will be accepted Carrier will accept shipment.</p> <p>4. Upon advice from Consignee that shipment will not be accepted shipment will be refused by Carrier.</p> <p>5. Should Consignee advise that shipment cannot be accepted (See Paragraph “4” above), Carrier will make an attempt to determine when such shipment will be accepted by Consignee and advise Shipper or connecting Carrier.</p> <p>6. Shipments will be prepaid.</p> <p>7. Shipments of hazardous wastes or substances, or radioactive waste material, which are delayed at any time due to restrictions imposed by any Shipper, Consignee or regulatory agency will be subject to a delay-in transit charge of 200 percent of the storage charges, published in Item 910. Such charges to begin at time shipment is delayed and continue until such time as transportation can be resumed or shipment delivered to Consignee (See NOTE 2). The accrued charges will be collected from the party responsible for the delay or if delayed by a regulatory agency, charges will be collected from the Shipper or party requesting movement of the shipment. The Carrier shall maintain a record of all such shipment and vehicle delays, including the arrival and departure time at points where delays occur and name of party responsible for such delays.</p> <p>8. Waste to be packaged in new or reconditioned DOT specification containers. Non-reusable containers will not be accepted.</p> <p>9. When drums and/or containers are found to be defective or leaking through no fault of the Carrier, the necessary equipment and/or supplies, over-pack drums or containers, and all necessary labor will be provided to complete transportation of the shipment. All charges for obtaining the equipment and/or supplies, application of an over-pack drum or container and any necessary labor plus any and all actual damages approximately caused by defective or leaking containers and drums will be assessed against the Consignor and will be in addition to all other applicable tariff charges.</p> <p>10. Shipments of hazardous materials will be subject to a \$15.60 surcharge.</p>

(Continued on Following Page)



**Rules Tariff – U.S./Canada Section 2A**

Item	Rule																																																																						
<b>920-1</b> (cont'd)	<p>B. If required by Federal, State or Local regulations, Carrier will prepare designated route plans which will set forth the routes to be utilized in transporting shipments of hazardous materials, wastes, or substances, or radioactive waste material, from the initial origins to the final destinations. The designated route will be the shortest practical route over the highways approved by the appropriate State or Local agency for the transportation of hazardous materials, wastes, or substances, or radioactive waste material, and any interstate highway not disapproved by a State or Local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route or movement exceeds 115 percent of the shortest mileage from initial origin to final destination, the distance in excess of 115 percent will be charged for at the rate of \$6.42 per mile. All mileage shall be computed by the use of the PC*MILER.</p> <p>C. When special permits authorizing the transportation of specific shipments of hazardous materials, wastes, or substances, or radioactive waste materials are required by Federal, State or Local regulations, the purchase cost of such permits will be paid by the Carrier and collected as follows:</p> <ol style="list-style-type: none"> <li>1. The purchase costs of such permits, plus a service charge of \$58.45 per permit, per state in which a permit is procured, shall be collected from the Shipper or party requesting movement of the shipment.</li> <li>2. Except for the service charge for each permit required, evidence of payment of all permit charges shall be furnished to the Shipper or party requesting movement of the shipment upon request.</li> </ol> <p>D. Any notation on the bill of lading which in any way limits or denies Carrier access to the vehicle in which the shipment is loaded, shall be deemed by the Carrier to require "Exclusive Use of Vehicle" service in accordance with provisions of Item 470.</p> <p>Note 1: Nothing in this rule shall obligate Carriers to transport shipments beyond the scope of their operating certificates or in violation of any law, regulation or ordinance.</p> <p>Note 2: Charges also apply on shipments delayed, by refusal or otherwise, at destination by Consignee and begin upon notice of arrival (Item 345) to Consignee.</p>																																																																						
<b>950-1</b>	<p><b>PORT CHARGES</b></p> <p>1. Shipments destined to points in Canada shall be subject to additional charges for handling through customs at sufferance warehouses as indicated below. These charges shall apply to all such shipments destined to Canadian points and will apply in addition to all other applicable rates and charges. Charges shown herein shall be prepaid when the linehaul transportation charges are designated as prepaid.</p> <p><u>LTL WAREHOUSE &amp; HANDLING CHARGES</u></p> <table border="0"> <thead> <tr> <th>SHIPMENTS CLEARED THROUGH CUSTOMS AT:</th> <th>WAREHOUSE CHARGE IN CENTS PER 100 LBS</th> <th>MINIMUM WAREHOUSE CHARGE IN CENTS</th> <th>HANDLING CHARGE IN CENTS PER 100 LBS OR FRACTION THEREOF</th> </tr> </thead> <tbody> <tr> <td>Calgary, AB</td> <td>150</td> <td>1545</td> <td>a 166</td> </tr> <tr> <td>Edmonton, AB</td> <td>150</td> <td>1545</td> <td>a 166</td> </tr> <tr> <td>Lethbridge, AB</td> <td>150</td> <td>1545</td> <td>b 150</td> </tr> <tr> <td>Medicine Hat, AB</td> <td>150</td> <td>1545</td> <td>b 150</td> </tr> <tr> <td>e-Quebec</td> <td>98</td> <td>1745</td> <td>d</td> </tr> <tr> <td>Red Deer, AB</td> <td>150</td> <td>1545</td> <td>b 150</td> </tr> <tr> <td>Vancouver, BC</td> <td>150</td> <td>1545</td> <td>c 150</td> </tr> <tr> <td>Winnipeg, MAN</td> <td>300</td> <td>2885</td> <td>.....</td> </tr> <tr> <td>Saskatchewan</td> <td>231</td> <td>1775</td> <td>.....</td> </tr> </tbody> </table> <p><u>TL OR VOLUME SHIPMENTS OR LTL SHIPMENTS SUBJECT TO MINIMUM WEIGHT OF 10M OR MORE NOT REQUIRING WAREHOUSE HANDLING (See NOTE 1)</u></p> <table border="0"> <thead> <tr> <th>SHIPMENTS CLEARED THROUGH CUSTOMS AT:</th> <th>CHARGE IN CENTS PER 100 LBS</th> <th>MINIMUM CHARGE IN CENTS</th> </tr> </thead> <tbody> <tr> <td>Calgary, AB</td> <td>22</td> <td>6750</td> </tr> <tr> <td>Edmonton, AB</td> <td>22</td> <td>6750</td> </tr> <tr> <td>Lethbridge, AB</td> <td>22</td> <td>6750</td> </tr> <tr> <td>Medicine Hat, AB</td> <td>22</td> <td>6750</td> </tr> <tr> <td>e-Quebec</td> <td>17</td> <td>5110</td> </tr> <tr> <td>Red Deer, AB</td> <td>22</td> <td>6750</td> </tr> <tr> <td>Vancouver, BC</td> <td>22</td> <td>6750</td> </tr> <tr> <td>Winnipeg, MAN</td> <td>.....</td> <td>6020</td> </tr> <tr> <td>Saskatchewan</td> <td>20</td> <td>5300</td> </tr> </tbody> </table> <p>Note 1: TL or Volume shipments, or LTL shipments subject to a minimum weight of 10,000 pounds or over, which, due to customs regulations, must be unloaded and warehoused, are not subject to the charges in columns making reference to this note, but shall be subject to the LTL warehouse and handling charges.</p> <ol style="list-style-type: none"> <li>a. Subject to a minimum handling charge of \$16.50 per shipment.</li> <li>b. Subject to a minimum handling charge of \$15.50 per shipment.</li> <li>c. Subject to a minimum handling charge of \$17.30 per shipment.</li> <li>d. A handling charge of \$15 per shipment will be assessed for document handling and distribution as well as assistance to Canadian Customs Officers Examining Shipments.</li> <li>e. Storage charges will begin accruing at 7:00 A.M. of the third business day after the shipment is available for customs clearance at the following rate:             <ol style="list-style-type: none"> <li>1. LTL shipments....\$0.93 per cwt per day subject to a minimum charge of \$14.55 per shipment per day.</li> <li>2. TL shipments.....\$33.75 per shipment per day.</li> </ol> </li> </ol>	SHIPMENTS CLEARED THROUGH CUSTOMS AT:	WAREHOUSE CHARGE IN CENTS PER 100 LBS	MINIMUM WAREHOUSE CHARGE IN CENTS	HANDLING CHARGE IN CENTS PER 100 LBS OR FRACTION THEREOF	Calgary, AB	150	1545	a 166	Edmonton, AB	150	1545	a 166	Lethbridge, AB	150	1545	b 150	Medicine Hat, AB	150	1545	b 150	e-Quebec	98	1745	d	Red Deer, AB	150	1545	b 150	Vancouver, BC	150	1545	c 150	Winnipeg, MAN	300	2885	.....	Saskatchewan	231	1775	.....	SHIPMENTS CLEARED THROUGH CUSTOMS AT:	CHARGE IN CENTS PER 100 LBS	MINIMUM CHARGE IN CENTS	Calgary, AB	22	6750	Edmonton, AB	22	6750	Lethbridge, AB	22	6750	Medicine Hat, AB	22	6750	e-Quebec	17	5110	Red Deer, AB	22	6750	Vancouver, BC	22	6750	Winnipeg, MAN	.....	6020	Saskatchewan	20	5300
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<b>END OF CANADA SECTION 2A</b>																																																																							

**Rules Tariff – Intra-Canada Section 2B**

Item	Rule
101-2B	<p><b>CURRENCY</b></p> <ol style="list-style-type: none"> <li>1. Except as otherwise provided, all rates and charges in section 2B herein are expressed in Canadian Currency.</li> <li>2. Except as otherwise provided, payment of freight charges for intra Canada shipments will be in Canadian Currency.</li> </ol>
300-2B	<p><b>ADVANCING CHARGES</b></p> <ol style="list-style-type: none"> <li>1. Carrier will advance charges “incidental to the transportation of the shipment”, only. The nature of the charges must be stated on the bill of lading at the time of shipment. Such charges will not be absorbed by the Carrier but will be in addition to other lawful freight charges accruing.</li> <li>2. When charges incidental to the transportation of the shipment are to be advanced, a service handling fee of \$10.60 will be assessed.</li> <li>3. The term “incidental to the transportation of the shipment” includes only the following: <ol style="list-style-type: none"> <li>A. Inbound transportation charges and cost of preparing immediate transportation entry papers. Ocean transportation charges moving in foreign commerce will not be advanced.</li> <li>B. Charges for in bond or custom house, loading, unloading, warehouse storage and handling, demurrage, wharfage or handling charges on import shipments, Carrier’s storage, import handling, packing or crating, or drayage from actual origin to Carrier’s service center.</li> <li>C. Charges for broker’s fees, or customs or inbound shipments.</li> </ol> </li> </ol>
360-1-2B	<p><b>BILLS OF LADING</b></p> <ol style="list-style-type: none"> <li>1. The bill of lading constitutes the complete contract of carriage between FedEx Freight Canada and the Shipper. Particulars as to the commodities and weights of each must be distinctly stated. The signed bill of lading or shipping order received by FedEx Freight Canada at time of pickup, govern the terms of shipping and payment of freight charges.</li> <li>2. The Shipper and Consignee are jointly responsible for payment of all freight charges. If one party defaults for whatever the reason the other party will be held liable.</li> <li>3. Where, as between the Shipper and the consignee it is intended that the freight move on a credit arrangement to be billed to the Shipper’s account, the bill of lading shall be marked “prepaid” in which event FedEx Freight Canada agrees to first look to the Shipper for payment for freight charges, and to extend to the Shipper whatever credit arrangements might be agreed upon between them. This agreement in no way detracts from the ultimate liability of the Consignee in the event of default of payment by the Shipper.</li> <li>4. Where, as between the Shipper and the Consignee, it is intended that the consignee shall pay the freight charges, the bill of lading shall be marked “collect”, in which event FedEx Freight Canada agrees to extend credit to the consignee on whatever terms might be agreed upon between the two, or to first look to the consignee for payment of freight charges; but this shall in no way relieve the Shipper from liability from freight charges in the event of default by the Consignee.</li> <li>5. Where a bill of lading is not marked either “prepaid” or “collect” FedEx Freight Canada is to consider that the freight is moving on a “collect” basis in accordance with the preceding rule.</li> <li>6. FedEx Freight Canada at its discretion, may take possession of goods being shipped; as a specific lien, retaining possession of the shipment until payment has been made for such shipment; or as a general lien, retaining shipments in its possession until full payment of any customer debt, whether the debt was incurred with respect to those shipments or past shipments. After taking possession, FedEx Freight Canada will provide the customer fifteen (15) days notice of its intention to dispose of the merchandise unless payment is received in full. Proceeds from such disposal, will be applied toward satisfying the outstanding debt. In the event of a shortfall, the customer will be held liable for any remaining balance outstanding.</li> <li>7. If, as between the Shipper and the consignee, or either of them, it is intended that a Third Party pay the freight charges in respect of a shipment, then the bill of lading must be marked “prepaid” and a notation thereon made referring to the name and address of the Third Party to be billed. In such cases, FedEx Freight Canada agrees to carry such freight upon whatever credit terms might be agreed upon between the Third party and FedEx Freight Canada and absent such agreement, FedEx Freight Canada agrees to first look to the Third party for payment of freight charges but in no event shall this relieve the Shipper or the Consignee from liability for freight charges as hereinbefore stated.</li> </ol>
360-2-2B	<p><b>DOCUMENT COPIES</b></p> <ol style="list-style-type: none"> <li>1. When a request is made to supply a proof of delivery for a shipment which has been delivered in excess of six (6) months from date of request, a service fee of \$7.10 per document will be assessed, subject to a minimum of \$14.70 per request.</li> </ol>
420-2B	<p><b>CARRIER LIABILITY</b></p> <ol style="list-style-type: none"> <li>1. All shipments tendered to Carrier will be subject to a maximum liability not exceeding \$2 per pound.</li> <li>2. When Consignor or Consignee declares a value in excess of \$2 per pound the following charges shall be applied: <ol style="list-style-type: none"> <li>A. A charge equal to 2% of the excess value will be added to the otherwise applicable freight charges.</li> </ol> </li> </ol>
420-1-2B	<p><b>OWNERS RISK</b></p> <ol style="list-style-type: none"> <li>1. Shipments tendered to FedEx Freight Canada will be subject to owners risk of damage if tendered: <ol style="list-style-type: none"> <li>A. Improperly marked.</li> <li>B. Improperly packaged.</li> <li>C. Improperly sealed.</li> <li>D. Improperly crated.</li> <li>E. Or otherwise unprotected from the rigors of normal transportation of goods.</li> </ol> </li> <li>2. FedEx Freight Canada will not be held liable for: <ol style="list-style-type: none"> <li>A. Damage caused by improper or inadequate: <ol style="list-style-type: none"> <li>1. Packaging,</li> <li>2. sealing,</li> <li>3. crating, or</li> <li>4. otherwise unprotected.</li> </ol> </li> <li>B. Hidden damage.</li> <li>C. Shortage on shipments where containers were improperly: <ol style="list-style-type: none"> <li>1. Packaged,</li> <li>2. sealed,</li> <li>3. crated, or</li> <li>4. otherwise unprotected.</li> </ol> </li> <li>D. Shortage on shipment tendered to Carrier as Shipper’s count.</li> </ol> </li> </ol>

**Rules Tariff – Intra-Canada Section 2B**

<b>Item</b>	<b>Rule</b>
<b>430-2B</b>	<p><b>COLLECT ON DELIVERY (COD) SHIPMENTS</b></p> <ol style="list-style-type: none"> <li>1. When a shipment is tendered to Carrier and is identified as a COD shipment, the following charges and provisions will apply:               <ol style="list-style-type: none"> <li>A. 6.0% of the COD amount, subject to a \$59 minimum charge</li> <li>B. Unless otherwise stated on the bill of lading, COD fees and charges will be collected from the Consignee.</li> <li>C. Unless other arrangements are made with the requestor of the COD and the Carrier, the means of payment for a COD shipment will be as follows:                   <ol style="list-style-type: none"> <li>1. Cash</li> <li>2. Certified check</li> </ol> </li> </ol> </li> </ol>
<b>435-2B</b>	<p><b>CREDIT CARD PAYMENTS</b></p> <ol style="list-style-type: none"> <li>1. Payment for all accrued freight and accessorial charges can be made by credit card subject to an additional 3.0% handling charge.</li> </ol>
<b>500-2-2B</b>	<p><b>DETENTION AT TIME OF PICKUP AND/OR DELIVERY</b></p> <ol style="list-style-type: none"> <li>1. When Carrier's 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 Carrier's vehicle is loaded or unloaded and is available for movement.</li> <li>2. Free time will begin when Carrier notifies Consignor/Consignee that the Carrier's vehicle is available for loading or unloading.</li> <li>3. The following detention charges will apply:       <ol style="list-style-type: none"> <li>A. Straight truck the charges will be calculated at \$70.70 per hour or fraction thereof.</li> <li>B. Vehicle other than a straight truck the charges will be calculated at \$82.50 per hour or fraction thereof.</li> <li>C. Free time will be determined as follows:           <ol style="list-style-type: none"> <li>1. When weight per stop is 1 to 10,000 lbs, half (½) hour of free time will be allowed.</li> <li>2. When weight per stop exceeds 10,000 lbs, one (1) hour of free time will be allowed.</li> </ol> </li> </ol> </li> </ol>
<b>520-1-2B</b>	<p><b>EXHIBITION SITES</b></p> <ol style="list-style-type: none"> <li>1. Shipments picked up and/or delivered to amusement parks, tradeshow, chautaguas, fairs, exhibition sites, trade fairs or expositions will be subject to the following charges:       <ol style="list-style-type: none"> <li>A. \$88 per shipment in additional to the otherwise applicable freight charges.</li> </ol> </li> </ol>
<b>530-1-2B</b>	<p><b>LINEAL FOOT MINIMUM</b></p> <ol style="list-style-type: none"> <li>1. When shipment consists of individual piece or pieces in excess of four foot (4') in length, with a total weight less than 500 lbs, the following additional charge will be applied in addition to all other applicable charges:       <ol style="list-style-type: none"> <li>A. \$1.45 per lineal foot of the total lineal feet tendered to the Carrier will be assessed.</li> </ol> </li> </ol>
<b>566-1-2B</b>	<p><b>INSIDE DELIVERY</b></p> <ol style="list-style-type: none"> <li>1. When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of a shipment from or to positions beyond the point directly accessible or immediately adjacent to the delivery vehicle the following charges will apply:       <ol style="list-style-type: none"> <li>A. \$59 per shipment.</li> </ol> </li> </ol>
<b>570-2B</b>	<p><b>FUEL SURCHARGE</b></p> <ol style="list-style-type: none"> <li>1. All shipments are subject to the applicable fuel surcharge in effect on the date of the shipment.</li> </ol>
<b>573-2B</b>	<p><b>C.P.C. SKIDS</b></p> <ol style="list-style-type: none"> <li>1. Carrier will accept shipment on CPC skids.</li> <li>2. At Shipper's request CPC skids will be returned to the original Shipper subject to the following charges and provisions:       <ol style="list-style-type: none"> <li>A. If Consignee tenders the Carrier a similar quantity of CPC skids as on the inbound shipment at time of delivery, return to original shipper will be at no charge. A bill of lading must be prepared for such return of CPC skids.</li> <li>B. Request for pickup and return other than as above will be subject to applicable charges based on applicable rates in effect subject to a weight per CPC skid of 67 pounds each.</li> </ol> </li> </ol>
<b>616-2B</b> <small>(Revised 2-2-09) *</small>	<p><b>DENSITY</b></p> <ol style="list-style-type: none"> <li>1. Unless otherwise provided, rates for shipments occupying less than 10 lineal feet are subject to a minimum weight of 10 lbs per cubic foot except for Newfoundland and Labrador points which are subject to a minimum weight of 15 lbs per cubic foot. Shipments occupying 10 lineal feet or more are subject to a minimum weight of 1000 lbs per lineal foot.</li> </ol>
<b>617-1-2B</b>	<p><b>OVER-DIMENSION FREIGHT – FLAT BED</b></p> <ol style="list-style-type: none"> <li>1. LTL shipments exceeding one or more to the following dimensions will be subject to an additional charge equal to 50% of the otherwise total revenues on that shipment:       <ol style="list-style-type: none"> <li>A. Height greater than 8 feet, 6 inches.</li> <li>B. Width greater than 7 feet, 6 inches.</li> </ol> </li> <li>2. TL shipments exceeding one or more of the following dimensions will be subject to an additional charge equal to 25% of the otherwise total revenues on that shipment:       <ol style="list-style-type: none"> <li>A. Height greater than 8 feet, 6 inches.</li> <li>B. Width greater than 8 feet, 0 inches.</li> <li>C. Length greater than 48 feet, 0 inches.</li> </ol> </li> <li>3. LTL shipment revenue to points within the greater Toronto Metro area will be based on a minimum of 7000 lbs.</li> <li>4. LTL shipment revenue to direct service points outside the greater Toronto Metro area will be based on a minimum of 7500 lbs. Not applicable to other than direct service points.</li> <li>5. If Carrier is required to obtain permits for the transportation of over dimension shipments:       <ol style="list-style-type: none"> <li>A. A handling charge of \$66.70 will be assessed for obtaining said permits.</li> <li>B. Cost of permits will be in addition to all other freight charges.</li> </ol> </li> <li>6. If tarping is required to protect the shipment against the elements or if a request is made by the payor of the freight charges to cover such shipment with a tarp, the shipment will be subject to the following charge:       <ol style="list-style-type: none"> <li>A. \$76 per shipment.</li> </ol> </li> </ol>

**Rules Tariff – Intra-Canada Section 2B**

Item	Rule
622-2B	<p><b>FLATBED MINIMUM CHARGE</b></p> <ol style="list-style-type: none"> <li>When Carrier is requested to furnish flatbed equipment for pickup, the following rates and charges will apply when either the origin point and/or the destination point is outside the Toronto Metro area:               <ol style="list-style-type: none"> <li>Charges will be actual rates subject to a minimum charge calculated on a minimum weight of 7,500 lbs.</li> <li>A fee equal to 30% of the actual rates or minimum charge will be in addition to the charges listed above.</li> </ol> </li> <li>If tarping is required to protect the shipment against the elements or if a request is made by the payor of the freight charges to cover such shipment with a tarp, the shipment will be subject to the following charges:               <ol style="list-style-type: none"> <li>\$76 per shipment</li> </ol> </li> </ol>
750-2-2B	<p><b>PICKUP OR DELIVERY SERVICE – PRIVATE RESIDENCES</b></p> <ol style="list-style-type: none"> <li>When Carrier makes a pickup or delivery at a private residence, the following charges will apply:               <ol style="list-style-type: none"> <li>\$59 per shipment</li> <li>Other applicable charges described in this tariff, including inside pickup and/or delivery.</li> </ol> </li> <li>Private residence charges will apply to home businesses which are located in a residential neighborhood.</li> <li>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 the Consignee.</li> </ol>
750-3-2B	<p><b>NOTIFICATION PRIOR TO DELIVERY</b></p> <ol style="list-style-type: none"> <li>When notification prior to delivery is requested, by any means whatsoever, the following charges will apply:               <ol style="list-style-type: none"> <li>\$34 per shipment.</li> </ol> </li> <li>This item will not apply on initial notification for shipments moving from or to a private residence or limited access location.</li> </ol>
750-8-2B	<p><b>PICKUP OR DELIVERY SERVICE – LIMITED ACCESS LOCATIONS</b></p> <ol style="list-style-type: none"> <li>When carrier makes a pickup or delivery at a limited access location, the following charges will apply:               <ol style="list-style-type: none"> <li>\$59 per shipment.</li> </ol> </li> <li>The term limited access locations includes but is not limited to:               <ol style="list-style-type: none"> <li>Construction sites</li> <li>Individual (mini) storage units</li> <li>Churches</li> <li>Schools</li> <li>Commercial establishments not open to the walk-in public during normal business hours</li> <li>Prisons</li> <li>Military base/installations</li> <li>Mine sites</li> </ol> </li> <li>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 the Consignee.</li> </ol>
750-9-2B	<p><b>REGION SHOPPING MALLS</b></p> <ol style="list-style-type: none"> <li>When Carrier makes a pickup or delivery at a major regional shopping mall, the following charge will apply:               <ol style="list-style-type: none"> <li>\$23 per shipment.</li> </ol> </li> </ol>
753-2B	<p><b>SERVICE PROVIDED DURING NON-BUSINESS TIME OR NON-BUSINESS DAYS</b></p> <ol style="list-style-type: none"> <li>When Carrier is requested to perform services, such as, but not limited to, pick up or delivery service, during non- business hours and Carrier agrees to perform the services the following charges and provisions will apply:               <ol style="list-style-type: none"> <li>Shipments within the Toronto Metro area, a charge equal to 30% of the otherwise accrued freight charges subject to the following minimum charges:                   <ol style="list-style-type: none"> <li>\$312 minimum charge will be applied when any vehicle with trailer of less than 29' in length or a straight truck of less than 24' in length is used.</li> <li>\$437 minimum charge will be applied when a vehicle of greater length than above or if shipment exceeds 12 skid spaces.</li> </ol> </li> <li>Shipments originating outside of the Toronto Metro area and/or deliveries required outside of the Toronto Metro area, a charge equal to 30% of the otherwise accrued freight charges subject to the following minimum charges:                   <ol style="list-style-type: none"> <li>\$312 minimum charge will be applied when any vehicle with a trailer of less than 29' in length or a straight truck of less than 24' in length is used, plus an additional charge of \$1.36 per Kilometer based on one way mileage.</li> <li>\$437 minimum charge will be applied when a vehicle of greater length than above or if shipment exceeds 12 skids spaces plus an additional charge of \$1.36 per Kilometer based on one way mileage.</li> </ol> </li> <li>Business hours are defined as the time period from 7:00 a.m. to 6:00 p.m.</li> </ol> </li> <li>When Carrier is requested to perform service, such as, but not limited to, pickup or delivery service during non-business days, Saturdays or holidays and the Carrier agrees to perform the services the following charges and provisions will apply:               <ol style="list-style-type: none"> <li>Straight truck charges will be \$91.90 per hour or fraction thereof subject to a minimum charge of \$367.</li> <li>Tractor/trailer charges will be \$107.20 per hour or fraction thereof subject to a minimum charge of \$428.</li> <li>Time will start when driver is dispatched from the service center and end when driver returns to service center.</li> <li>Business days are defined as Monday through Friday, except those days that are considered Holidays.</li> </ol> </li> </ol>
754-2B	<p><b>PREMIUM SERVICE CHARGES</b></p> <ol style="list-style-type: none"> <li>At Customer's request and if equipment is available the following Premium Service will be provided:               <ol style="list-style-type: none"> <li>Same day delivery will be the normal freight charges plus a fee equal to 30% of the normal freight charges, subject to:                   <ol style="list-style-type: none"> <li>Minimum charge of \$131.55 if on a straight truck or \$394.68 if on any other type vehicle.</li> <li>Only applicable within the same point as the Carrier's service center.</li> </ol> </li> <li>Rush delivery, that is within 3 hours of time of pickup, will be the normal freight charges plus a fee equal to 30% of the normal freight charges, subject to:                   <ol style="list-style-type: none"> <li>Minimum charge of \$159.45 if on a straight truck or \$439.54 if on any other type of vehicle.</li> <li>Only applicable within the same point as the Carrier's service center.</li> </ol> </li> </ol> </li> <li>If service is to be provided to or from a point outside of the point of the Carrier's service center, the above charges will be applicable plus a mileage charge of \$1.36 per kilometer from Carrier's service center to point of pickup to point of delivery.</li> </ol>

**Rules Tariff – Intra-Canada Section 2B**

Item	Rule
800-2B	<p><b>CUSTOMS OR SUFFERANCE WAREHOUSING</b></p> <ol style="list-style-type: none"> <li>Shipments destined to Canadian points, handled through customs or sufferance warehouse will be subject to the following:               <ol style="list-style-type: none"> <li>\$23 fee in additional to all other freight charges</li> <li>Charges as assessed by the sufferance warehouse operator plus the \$23 fee in 1.A. above and all other freight charges.</li> </ol> </li> </ol>
810-2B	<p><b>PROTECTION FROM FREEZING SERVICES</b></p> <ol style="list-style-type: none"> <li>When Consignor/Consignee request a shipment be protected from the cold (over 0 degree C) the following charges and provisions will apply:               <ol style="list-style-type: none"> <li>Special arrangements must be made prior to shipping.</li> <li>A charge equal to 10% of the total freight charges, subject to a minimum charge of \$23 will be applied to the shipment in addition to all other accrued freight charges.</li> </ol> </li> </ol>
825-2B	<p><b>RETURNED SHIPMENTS</b></p> <ol style="list-style-type: none"> <li>Upon request of the Shipper, undelivered shipments to be returned will be subject to the rates and charges applicable from the new origin (the original destination of the outbound shipment) but not less than the charges on the original movement.</li> <li>Shipments moving under the provisions of this item will be subject to all other provisions of the Rules Tariff.</li> </ol>
830-2B	<p><b>REDELIVERY</b></p> <ol style="list-style-type: none"> <li>When a shipment is tendered for deliver and through no fault of Carrier such delivery cannot be accomplished, the following charge for each additional tender of delivery to the original destination point will apply:               <ol style="list-style-type: none"> <li>\$4.24 per cwt, subject to a minimum charge of \$31.39. Maximum charge will be \$243 per shipment.</li> </ol> </li> </ol>
890-1-2B	<p><b>LIFTGATE SERVICE</b></p> <ol style="list-style-type: none"> <li>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's 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.               <ol style="list-style-type: none"> <li>When FedEx Freight Canada provides liftgate services, an additional charge of \$44 will be assessed per shipment in addition to all other accrued freight charges.</li> </ol> </li> </ol>
910-2B	<p><b>STORAGE CHARGES</b></p> <ol style="list-style-type: none"> <li>When, through no fault of Carrier, freight is held in Carrier's possession by reason or act or omission of Consignor/Consignee or Owner of goods, such as but not limited to pending delivery instructions, such freight will be considered stored and the following charges per shipment, per day stored will apply:               <ol style="list-style-type: none"> <li>When freight is held by Carrier:                   <ol style="list-style-type: none"> <li>\$0.70 cents per cwt subject to a minimum charge of \$23.</li> </ol> </li> </ol> </li> <li>Storage charges will begin accruing at 12:01 AM 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 the day of actual delivery of the shipment.</li> <li>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.</li> </ol>
920-1-2B	<p><b>HAZARDOUS MATERIALS OR SUBSTANCES</b></p> <ol style="list-style-type: none"> <li>A shipment not requiring the use of placards will be subject to the following charges:               <ol style="list-style-type: none"> <li>A shipment weighing 1 through 999 pounds will be subject to an additional fee of \$23</li> <li>A shipment weighing 1,000 lbs and over will be subject to an additional fee of \$59</li> </ol> </li> <li>A shipment requiring the use of placards will be subject to the following charges:               <ol style="list-style-type: none"> <li>A shipment weighing 1 through 999 pounds will be subject to an additional fee of \$59</li> <li>A shipment weighing 1,000 lbs and over will be subject to an additional fee of \$106</li> </ol> </li> </ol>
960-2B <small>(Effective 2-2-09)</small>	<p><b>LOSS OR DAMAGE – CLAIM FILING</b></p> <ol style="list-style-type: none"> <li>A notice of claim must be filed with either the originating Carrier or the delivering Carrier within the 60 day statute of limitations or the claim will be declined when filed.</li> <li>The final statement of claim must be filed within the nine (9) months after the date of shipment together with all documents supporting the amount of the claim. Supporting documents must be verifiable to Carrier's satisfaction.</li> <li>Notice of claim for loss, damage or delay of any goods carried under the contract of carriage setting out the particulars of the Shipper and Recipient's information, date of shipment, freight bill number, estimated amount to be claimed along with claimants contact information must be submitted in writing within 60 days after delivery of goods or in the case of failure to make delivery within nine (9) months after a reasonable time for delivery has elapsed.</li> <li>Any civil action against the Carrier must be brought within two years plus one day from the date the Carrier gives written notice that the Carrier has disallowed any part of the claim specified in the notice.</li> <li>Delivery receipts will be reviewed wherever possible in connections with each claim. Receipt of the shipment by the recipient without written notice of damage on the delivery receipt is prima facie evidence that the shipment was delivered in good condition. Visible loss or damage apparent at the time of delivery should be recorded in detail on the delivery receipt.</li> <li>In the case of a claim for concealed loss or damage that is not discovered at the time of delivery, the claimant must notify Carrier promptly as possible after the discovery of the damage, and in any event should be reported no later than 21 days after the date of delivery. Inspection or waiver of inspection will be provided by Carrier as promptly as possible and practicable after receipt of request by the Consignee. However, should Carrier waive inspection, Consignee must make the inspection and record all information to the best of his or her ability.</li> <li>All original shipping cartons, packing (inner and outer) and contents must be available for inspection by Carrier, and packaging and contents must be retained by the claimant until the claim is resolved. It is the duty of the claimant, where there is substantial value in salvage, to accept and handle it in such a manner as to mitigate the claimed loss as much as possible either through repair or discounted sales.</li> <li>Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Carrier from the charges owed to Carrier unless authorized in writing by Carrier.</li> </ol>

**Rules Tariff – Intra-Canada Section 2B**

Item	Rule
992-2B	<p><b>TRAILER SHUNTING</b></p> <p>1. Carrier, if requested will provide a tractor to drop an empty trailer or pickup an empty trailer, and/or shunt a loaded trailer at customer's facility subject to the following charges:</p> <p>A. \$70 subject to the service being performed in the same point as the point of the Carrier's service center.</p> <p>B. \$70 plus a charge of \$1.35 per kilometer to points outside of the point of Carrier's service center. Mileage will be calculated one way on the total kilometers from Carrier's service center to point where the empty trailer was dropped or picked up, and/or shunting services were performed.</p>
994-2B	<p><b>TORONTO ISLAND</b></p> <p>1. Shipments consigned to Toronto Island will be subject to the following charges:</p> <p>A. All applicable Ferry charges will be added to the otherwise applicable freight charges.</p> <p>B. An hourly delivery charge will be added to the otherwise applicable freight charges as follows:</p> <p>1. \$70.70 per hour or fraction thereof when delivery is accomplished using a straight truck.</p> <p>C. Hourly delivery charge will be calculated as follows:</p> <p>1. Time will commence from the time of arrival at the ferry dock on the mainland and end when the delivery unit has exited the ferry back on the mainland.</p>
1000-2B	<p><b>EQUIPMENT RENTAL</b></p> <p>1. With prior agreement with Carrier, Carrier will provide driver and equipment at the following hourly rates, if drivers and equipment are available:</p> <p>A. Straight truck charges will be \$70.70 per hour or fraction thereof subject to a minimum charge of \$211.</p> <p>B. Tractor/trailer charges will be \$82 per hour or fraction thereof subject to a minimum charge of \$412.</p> <p>C. Tractor only charges will be \$77 per hour or fraction thereof subject to a minimum charge of \$383.</p> <p>2. When above service is requested on non-business days, holidays or during non-business hours the charges will be:</p> <p>A. Straight truck charges will be \$91.90 per hour or fraction thereof subject to a minimum charge of \$367.</p> <p>B. Tractor/trailer charges will be \$107.20 per hour or fraction thereof subject to a minimum charge of \$428.</p> <p>C. Tractor only charges will be \$100.10 per hour or fraction thereof subject to a minimum charge of \$401.</p> <p>3. Time will start when driver is dispatched from the service center and ends when driver returns to service center.</p> <p>4. Travel time of 1 hour will be added to actual time.</p>
1100-2B	<p><b>DEAD RUNS</b></p> <p>1. Carrier will attempt to make all scheduled pickups in a timely manner. However, if a pickup request has been called in and is cancelled after the driver has been dispatched to make the pickup, or if on arrival at pickup point the pickup is cancelled, the following charges will apply:</p> <p>A. To points within the Toronto Metro area other than RUSH:</p> <p>1. \$30 if a straight truck was requested for pickup.</p> <p>2. \$76 if vehicle other than a straight truck was requested for a pickup.</p> <p>B. To points within the Toronto Metro area that were RUSH:</p> <p>1. \$84 if a straight truck was requested for pickup.</p> <p>2. \$125 if vehicle other than a straight truck was requested for a pickup.</p> <p>C. To points not within the Toronto Metro area other than RUSH:</p> <p>1. \$31 if a straight truck was requested for pickup plus \$1.35 per kilometer calculated one way from service center to point of pickup.</p> <p>2. \$76 if vehicle other than a straight truck was requested for a pickup plus \$1.35 per kilometer calculated one way from service center to point of pickup.</p> <p>D. To points not within the Toronto Metro area that were RUSH:</p> <p>1. \$84 if a straight truck was requested for pickup plus \$1.35 per kilometer calculated one way from service center to point of pickup.</p> <p>2. \$125 if vehicle other than a straight truck was requested for a pickup plus \$1.35 per kilometer calculated one way from service center to point of pickup.</p>
1700-2B	<p><b>FINES OR PENALTIES</b></p> <p>1. In no case will Carrier be liable for any type of consequential, special indirect or exemplary damages, fines or penalties which may be assessed due to non-delivery of any shipment regardless of the circumstances that caused the non-delivery or late delivery.</p>
	<p><b>END OF CANADA SECTION 2B</b></p>

**Rules Tariff – U.S./Mexico Section 3**

Item	Rule																																																																				
130-2	<p><b>ABBREVIATIONS - STATES (MEX)</b></p> <p>1. Uniform explanation of where two-letter abbreviations of Mexico states are used in tariffs and supplements issued by FXF, the abbreviations and explanation will be as follows:</p> <table border="0" data-bbox="272 262 1282 688"> <thead> <tr> <th><u>STATE ABBREVIATION</u></th> <th><u>EXPLANATION</u></th> <th><u>STATE ABBREVIATION</u></th> <th><u>EXPLANATION</u></th> </tr> </thead> <tbody> <tr><td>AG.....</td><td>AGUASCALIENTES</td><td>MR.....</td><td>MORELOS</td></tr> <tr><td>BJ.....</td><td>BAJA CALIFORNIA NORTE</td><td>NA.....</td><td>NAYARIT</td></tr> <tr><td>BS.....</td><td>BAJA CALIFORNIA SUR</td><td>NL.....</td><td>NUEVO LEON</td></tr> <tr><td>CH.....</td><td>CHIAPAS</td><td>OA.....</td><td>OAXACO</td></tr> <tr><td>CI.....</td><td>CHIHUAHUA</td><td>PU.....</td><td>PUEBLA</td></tr> <tr><td>CL.....</td><td>COLIMA</td><td>QA.....</td><td>QUERETARO</td></tr> <tr><td>CP.....</td><td>CAMPECHE</td><td>QR.....</td><td>QUINTANA ROO</td></tr> <tr><td>CU.....</td><td>COAHUILA</td><td>SI.....</td><td>SINALOA</td></tr> <tr><td>DF.....</td><td>DISTRITO FEDERAL</td><td>SL.....</td><td>SAN LUIS POTOSI</td></tr> <tr><td>DG.....</td><td>DURANGO</td><td>SO.....</td><td>SONORA</td></tr> <tr><td>EM.....</td><td>ESTADO DE MEXICO</td><td>TA.....</td><td>TABASCO</td></tr> <tr><td>GJ.....</td><td>GUANAJUATO</td><td>TL.....</td><td>TLAXCALA</td></tr> <tr><td>GR.....</td><td>GUERRERO</td><td>TM.....</td><td>TAMAULIPAS</td></tr> <tr><td>HG.....</td><td>HIDALGO</td><td>VL.....</td><td>VERACRUZ</td></tr> <tr><td>JA.....</td><td>JALISCO</td><td>YC.....</td><td>YUCATAN</td></tr> <tr><td>MH.....</td><td>MICHAOACAN</td><td>ZT.....</td><td>ZACATECAS</td></tr> </tbody> </table>	<u>STATE ABBREVIATION</u>	<u>EXPLANATION</u>	<u>STATE ABBREVIATION</u>	<u>EXPLANATION</u>	AG.....	AGUASCALIENTES	MR.....	MORELOS	BJ.....	BAJA CALIFORNIA NORTE	NA.....	NAYARIT	BS.....	BAJA CALIFORNIA SUR	NL.....	NUEVO LEON	CH.....	CHIAPAS	OA.....	OAXACO	CI.....	CHIHUAHUA	PU.....	PUEBLA	CL.....	COLIMA	QA.....	QUERETARO	CP.....	CAMPECHE	QR.....	QUINTANA ROO	CU.....	COAHUILA	SI.....	SINALOA	DF.....	DISTRITO FEDERAL	SL.....	SAN LUIS POTOSI	DG.....	DURANGO	SO.....	SONORA	EM.....	ESTADO DE MEXICO	TA.....	TABASCO	GJ.....	GUANAJUATO	TL.....	TLAXCALA	GR.....	GUERRERO	TM.....	TAMAULIPAS	HG.....	HIDALGO	VL.....	VERACRUZ	JA.....	JALISCO	YC.....	YUCATAN	MH.....	MICHAOACAN	ZT.....	ZACATECAS
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196-2	<p><b>COMBINATION OF RATES</b></p> <p>1. Except as otherwise provided, shipments moving between Mexico on the one hand and the United States or Canada on the other hand, will be subject to combination of rates and charges to and from the United States/Mexico border. Rates and charges to and from the United States/Mexico border will be the otherwise applicable pricing for each portion of the combination.</p>																																																																				
500-2	<p><b>DETENTION</b></p> <p>1. When Carrier's trailer/doubles 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/doubles is loaded or unloaded and is available for movement.</p> <p>2. Free time will begin when Carrier notifies Consignor/Consignee that the trailer/doubles is available for loading or unloading.</p> <p>3. The following DETENTION charges will apply when accrued in the US:</p> <p>A. For DETENTION with Power, the following charges and provisions will apply:</p> <ol style="list-style-type: none"> <li>1. \$33.30 per pup for each 15 minutes or fraction thereof, subject to a minimum charge of \$59.</li> <li>2. Free time will be determined as follows: <table border="0" data-bbox="370 1054 941 1306"> <thead> <tr> <th><u>WEIGHT PER STOP</u></th> <th><u>FREE TIME PER STOP</u></th> </tr> </thead> <tbody> <tr><td>a.1. Less than 2,500 lbs.</td><td>30 minutes (½ hour)</td></tr> <tr><td>a.2. 2,500 through 4,999 lbs.</td><td>60 minutes (1 hour)</td></tr> <tr><td>a.3. 5,000 through 7,499 lbs.</td><td>90 minutes (1 ½ hours)</td></tr> <tr><td>a.4. 7,500 through 9,999 lbs.</td><td>120 minutes (2 hours)</td></tr> <tr><td>a.5. 10,000 through 19,999 lbs.</td><td>180 minutes (3 hours)</td></tr> <tr><td>a.6. 20,000 through 27,999 lbs.</td><td>240 minutes (4 hours)</td></tr> <tr><td>a.7. 28,000 through 35,999 lbs.</td><td>300 minutes (5 hours)</td></tr> <tr><td>a.8. 36,000 through 43,999 lbs.</td><td>360 minutes (6 hours)</td></tr> <tr><td>a.9. 44,000 lbs. or more</td><td>420 minutes (7 hours)</td></tr> </tbody> </table> </li> <li>b. Non-working periods, such as meal, coffee or rest breaks, not exceeding one hour, will be excluded from the computation of free time.</li> </ol> <p>3. Charges will accrue to the Consignor in the case of loading or to the Consignee in the case of unloading, regardless of whether linehaul charges are prepaid or collect.</p> <p>4. When loading or unloading is not completed by the end of the business day, Consignor/Consignee has the option to:</p> <ol style="list-style-type: none"> <li>a. Request trailer/doubles without power remain. Free time will cease, and DETENTION without Power will begin with applicable free time.</li> <li>b. Request trailer/doubles leave the site and return the next business day when loading or unloading will resume. Free time will be suspended until trailer/doubles is returned. Storage and redelivery charges will apply without additional free time.</li> </ol> <p>5. DETENTION with Power will also apply when Carrier assists in loading, unloading, counts or checks the freight whether the power remains or not.</p> <p>B. For DETENTION without Power, the following charges and provisions will apply:</p> <ol style="list-style-type: none"> <li>1. \$91 per trailer for each 24-hour period or fraction thereof, excluding non-business days. Charges cease when the Customer notifies Carrier that the equipment is available to Carrier.</li> <li>2. Free time will be determined as follows: <ol style="list-style-type: none"> <li>a. 24 hours, excluding non-business days.</li> </ol> </li> <li>3. Subject to availability of equipment, Carrier will spot trailer/doubles 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.</li> <li>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/doubles 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.</li> <li>5. Carrier responsibility for safeguarding shipments will begin when Carrier takes possession of a trailer/doubles loaded by Consignor, and will end when Carrier spots pup/set for unloading by Consignee, as the case may be.</li> <li>6. DELAY IN TRAILER PICKUP CHARGE: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of Consignor, Consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in Item 500-1.</li> </ol>	<u>WEIGHT PER STOP</u>	<u>FREE TIME PER STOP</u>	a.1. Less than 2,500 lbs.	30 minutes (½ hour)	a.2. 2,500 through 4,999 lbs.	60 minutes (1 hour)	a.3. 5,000 through 7,499 lbs.	90 minutes (1 ½ hours)	a.4. 7,500 through 9,999 lbs.	120 minutes (2 hours)	a.5. 10,000 through 19,999 lbs.	180 minutes (3 hours)	a.6. 20,000 through 27,999 lbs.	240 minutes (4 hours)	a.7. 28,000 through 35,999 lbs.	300 minutes (5 hours)	a.8. 36,000 through 43,999 lbs.	360 minutes (6 hours)	a.9. 44,000 lbs. or more	420 minutes (7 hours)																																																
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**Rules Tariff – U.S./Mexico Section 3**

Item	Rule
500-2 (cont'd)	<p>7. STRIKE INTERFERENCE CHARGE: When, because of a strike of its employees, it is impossible for Consignor, Consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of \$90.10 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4<sup>th</sup> day of charges.</p> <p>4. When Carrier Detention with Power is accrued within Mexico, the charge will be \$19.22 per 30 minutes or fractions thereof after 45 minutes of free time.</p>
501-3	<p><b>DETENTION</b> (Applicable only on Intra Mexico Shipments – IMS)</p> <p>1. When Carrier's trailer/doubles is delayed by the 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/doubles is loaded or unloaded and is available for movement</p> <p>2. Free time will begin when Carrier notifies Consignor/Consignee that the trailer/doubles is available for loading or unloading.</p> <p>3. The charge will be \$211 MXN per 30 minutes or fractions thereof after 45 minutes of free time.</p>
571-2	<p><b>SHRINK WRAP FEE</b></p> <p>1. When shipper request Carrier to shrink wrap freight, a charge of \$32 MXN per pallet will apply in addition to the otherwise applicable charges.</p> <p>2. The provisions of this item apply only on shipments originating in Mexico.</p>
572-2	<p><b>COST OF FURNISHING PALLET</b></p> <p>1. When Customer requests that pallets be furnished by Carrier, a charge of \$53 MXN per pallet will apply in addition to the otherwise applicable charges.</p> <p>2. The provisions of this item apply only on shipments originating in Mexico.</p>
750-8-3	<p><b>PICKUP OR DELIVERY SERVICE - LIMITED ACCESS LOCATIONS</b></p> <p>1. When Carrier makes a pickup or delivery at a limited access location, the following charges will apply:</p> <p>A. \$80 per shipment.</p> <p>2. The term LIMITED ACCESS LOCATION includes but is not limited to the following:</p> <p>A. Individual (mini) storage units</p> <p>B. Churches</p> <p>C. Schools</p> <p>D. Commercial establishments not open to walk-in public during normal business hours</p> <p>E. Construction sites</p> <p>F. Fairs or carnivals</p> <p>G. Prisons</p> <p>H. Military Base / Installations</p> <p>I. Mine Sites</p> <p>J. All deliveries to the following zip codes within Mexico; 06000 through 06995</p> <p>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 the Consignee.</p>
753-2	<p><b>SERVICE PROVIDED DURING NON-BUSINESS TIME</b></p> <p>1. Except as provided in paragraph 3, 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 115 herein, and Carrier agrees to perform the services, the following charges and provisions will apply:</p> <p>A. When service is provided in the US, \$99 per person per hour or fraction thereof, subject to a minimum charge of \$199 per person for non-business hours and \$369 per person for non-business days.</p> <p>B. When service is provided in MX, \$38.43 per person per hour or fraction hereof.</p> <p>C. Charges will be computed from the time Carrier departs its service center until its return thereto.</p> <p>2. Carrier is not obligated to perform such services even though they may be requested on the bill of lading.</p> <p>3. Non-business hours in MX are from 7:00 PM to 5:00 AM.</p>
830-3	<p><b>REDELIVERY</b></p> <p>1. When a shipment is tendered for delivery and through no fault of Carrier such delivery cannot be accomplished, the following charges will apply for each additional tender of delivery to the original destination points:</p> <p>A. If the service is provided at a point in the U.S.:</p> <p>1. \$7.36 per cwt., subject to a minimum charge of \$73 and a maximum charge of \$771 per shipment.</p> <p>B. If the service is provided at a point in Mexico:</p> <p>1. A flat charge of \$57.54 USD or \$634 MXN.</p>
886-3	<p><b>DRIVER HANDLING CHARGE</b></p> <p>1. When driver is requested to assist in loading or unloading pallets at Distribution Centers, the following charges will apply in addition to any other applicable charges:</p> <p>A. \$79 MXN per cubic meter per pallet subject to a minimum charge of \$159 MXN per shipment and a maximum charge of \$2,114 MXN per shipment.</p> <p>2. The above charges will follow the payment terms of the freight bill. That is, the responsible payor will be the debtor of the line haul charges to which above charges are added.</p>
890-2	<p><b>LIFTGATE SERVICE</b></p> <p>1. The charges for this service will be paid by the party that requested the service, or guaranteed by the 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. Services will only be rendered at locations that are safe and accessible to the vehicle.</p> <p>A. When Carrier provides liftgate service for shipments within Mexico, a charge of \$106 will apply.</p>



**Rules Tariff – U.S./Mexico Section 3**

<b>Item</b>	<b>Rule</b>
<b>910-2</b>	<p><b>STORAGE</b></p> <ol style="list-style-type: none"> <li>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:               <ol style="list-style-type: none"> <li>A. When freight is held by Carrier in the US:                   <ol style="list-style-type: none"> <li>1. \$1.99 per cwt. per each 24 hours, subject to the following minimum and maximum charges:                       <ol style="list-style-type: none"> <li>a. Minimum charge, LTL, \$19 per shipment per each 24 hours, but not less than \$69 per shipment.</li> <li>b. Minimum charge, TL, Volume, Exclusive Use or Capacity Load, \$140 per shipment.</li> <li>c. Maximum charge, LTL and/or TL, or per pup if more than one pup is used:                           <ol style="list-style-type: none"> <li>1. \$140 for the first 24 hours or fraction thereof.</li> <li>2. \$186 for the second 24 hours or fraction thereof.</li> <li>3. \$278 for the third and each succeeding 24 hours or fraction thereof.</li> </ol> </li> </ol> </li> <li>B. When freight is placed in a public warehouse in the US:                       <ol style="list-style-type: none"> <li>1. \$2.78 per cwt. per each 24 hours, subject to the following minimum and maximum charges:                           <ol style="list-style-type: none"> <li>a. Minimum charge, LTL and/or TL, \$69.</li> <li>b. Maximum charge, LTL and/or TL, or per pup if more than one pup is used, \$791.</li> </ol> </li> </ol> </li> <li>C. When freight is held by Carrier in Mexico, the charge will be \$53 MXN per cubic meter per day.</li> </ol> </li> <li>2. STORAGE charges will begin accruing at 12:01 AM the first business day following arrival notice (see Item 750 for definition of 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.</li> <li>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.</li> <li>4. When a shipment is on hand and disposition has not been received by the specified date shown on the issued notice, freight will be sold at public auction. A fee of \$221 will apply to cover all handling, administrative and other associated costs.</li> </ol> </li></ol>
<b>1100-3</b>	<p><b>DEAD RUNS</b></p> <ol style="list-style-type: none"> <li>1. Carrier will attempt to make all scheduled pickups in a timely manner. However, if a pickup request has been called in and is cancelled after the driver has been dispatched to make the pickup, or if on arrival at pickup point the pickup is cancelled, the following charges will apply:               <ol style="list-style-type: none"> <li>A. LTL shipments will be subject to a charge of \$264 MXN per shipment.</li> <li>B. TL shipments will be subject to a charge of \$1,321 MXN per shipment.</li> </ol> </li> <li>2. The responsible debtor for the above charges will be the party that made the pickup request.</li> </ol>
	<b>END OF MEXICO SECTION</b>



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