

RULES AND REGULATIONS

Applications of Rates

Item 1

Unless specifically otherwise stated in the contract or rate schedules, the maximum weight category allowed for discount reductions will be on 10M weight line.

Unless otherwise stated in the pricing agreement, discounts do not apply to tariff minimums.

When rates are published on a per mile basis and no minimum charge is stated, the minimum charge will be as outlined in WARW 100-A.

Courtesy Discount Provision

Item 2

LTL shipments tendered to carrier without a signed pricing agreement shall be rated at a minimum weight of 2000#, the actual class using White Arrow's current base, and a 40% discount.

Discounted rate will be subject to the tariff minimum.

TL shipments tendered to carrier without a signed pricing agreement shall be rated based on applicable rate outlined in WARW 100-A.

Currency and Payment of Charges

Item 3

All rates, charges, or other amounts published in this tariff are stated in U.S. currency and all charges are payable in U.S. currency. Carrier shall submit an invoice to the specified party in accordance with the terms on the original bill of landing. Payment terms extended are "net 30 days" on all invoices. Failure to remit payment within terms may result in all future transportation charges to be collected at the time shipments are picked up or delivered (in accordance with the original bill of landing terms).

Freight invoices not paid with 30 days are subject to forfeiture of discounts and/or quoted rates and will be rated at full class based on the current tariff in effect and actual class. Invoices will also be subject to a service charge of 1½ % per month.

In the event carrier deems it necessary to retain the services of legal counsel and/or a collection agency to collect any outstanding indebtedness, responsible paying party (shipper/consignee/broker) shall pay attorney's fees in the amount of 25 % of invoice after discounts are removed.

All disputes of any kind that may require litigation between White Arrow as plaintiff and/or as defendant related to transportation issues will be held in Los Angeles County, California and the prevailing party will be entitled to reasonable legal fees.

THIRD PARTY BILLING: Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of the freight charges is not received pursuant to the third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allowed under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of landing.

PRIORITY OF FREIGHT CHARGE OBLIGATION: When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for the freight charges inclusive of carrier's rates, the following rules shall apply:

1. The intermediary will segregate money due owing to carrier from other accounts.
2. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R. § 371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. In no event shall accounts receivables pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Carrier preserves recourse for payments of all freight charges to the consignor, unless Section 7 of the STBOL is shipped, and the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with Section 7 of the STBOL.

Default Payments Terms

Item 4

When consignor fails to state the freight terms in writing on the bill of landing or the freight terms are unclear on the bill of landing, the shipment will move as prepaid and all applicable charges will be borne by the consignor.

Definitions

Item 5

ACCESSORIAL RATES & CHARGES: Additional fees assessed on a shipment due to additional services requested by the shipper, consignee, or third party. Services are beyond the normal services included in the carrier's gross price. Unless prior arrangements have been approved by the carrier, these additional fees are the responsibility of the party paying as stated on the original bill of landing. Upon request, carrier will make every effort to contact payer of freight charges that accessorial service is being performed. Lack of notification will not relieve the responsibility of the payer for accessorial charges. If an accessorial charge is the result of multiple deliveries, carrier will pro-rate accessorial charged based on piece count or weight.

BUSINESS DAY OR BUSINESS HOURS: Except as otherwise provided in individual items of this tariff, the term "Business Day" or "Business Hours" is defined as the time during which operations are generally conducted by the carrier. (5 a.m. to 6 p.m.) The following are excluded: Saturday, Sunday, or Holidays.

BILL TO: A person or entity affiliated designated on the bill of landing as responsible for paying the freight charges but who is affiliated with either the shipper or consignee.

CIRCUITOUS MILEAGE: The difference between mileage inclusive of all stops and the direct miles from origin to destination exclusive of stops.

DENSITY: Pounds per cubic foot calculated by dividing the weight by the length (feet) multiplied by the width (feet) multiplied by the height (feet) of the article. A vertical dimension of not less than 8 feet shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of: the nature of the article, packaging or lack of packaging, instructions by shipper, or pyramided or rounded off surfaces. A width of an article equal to or greater than 5 feet will be computed as having a width of 8 feet.

DISCOUNT: Negotiated percentage reduction from line haul charge.

FAK (FREIGHT ALL KINDS): The shipper must identify the specific commodity or product on the bill of landing for all transportation moving under FAK or Freight All Kinds rates. If the shipper fails to identify the specific commodity or products, carrier will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state, or local laws or regulations.

HOLIDAYS: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, President's Day, Christmas Eve, Christmas Day or any other day generally observed as a holiday by the carrier at the point where the service is performed. If a holiday falls on Saturday or Sunday, carrier reserves the right to extend holiday definition to either Friday or Monday.

LTL: (less than truckload) any one shipment that occupies 38 feet or less of the trailer and/or weighs 33,250# or less.

MINIMUM CHARGE: The lowest charges that can be applied for line haul charges for a shipment. It is not subject to further discounts or reductions.

PAYMENT TERMS: Prepaid designates shipper is responsible for payment of freight charges; Collect designates consignee is responsible for payment of freight charges. Payment terms will be changed from prepaid to collect if the BILL TO be an affiliate of the consignee or from collect to prepaid if the BILL TO and shipper are affiliated.

RATE QUOTE: A price quotation derived from a non-contractual tariff, scale or pricing document. Rate quotations may change on a daily basis due to balance, carrier need, or other freight characteristics. Rate quotations are valid for a period of 30 days on LTL shipments and 10 days on TL shipments. Liability is limited to \$.50 per lb.

SHIPMENT: An order of freight received from one shipper at one location and time, for one consignee at one destination and time, covered by one bill of landing whose weight includes all packaging, wrapping, and pallets used.

TL: (Truckload) Any one shipment that occupies more than 28 linear feet of the trailer and/or weighs more than 28,000#. The maximum weight allowed per dry van is 45,000# and the maximum weight allowed per refrigerated trailer is 45,000#/

THIRD PARTY: A person or entity designated on the bill of landing as responsible for paying the freight charges but who is neither the shipper or affiliate of the shipper nor the consignee or an affiliate with the consignee.

Driver Signature

Item 6

The signature of a carrier's freight driver/sales representative on any bill of landing other than carrier's bill of landing will act only to acknowledge the receipt of freight as described on the document. This signature will not acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document.

Duel Indemnification

Item 7

CARRIER shall indemnify and save harmless COMPANY from any and all liabilities, judgments and expenses resulting from any death, damage, loss or destruction to persons or property arising out of the performance of this agreement caused by a breach of Carrier’s obligations hereunder or by the negligence of CARRIER, its agents, employees or representatives.

COMPANY shall indemnify and save harmless CARRIER from any and all liabilities, judgments and expenses resulting from any death, damage, loss or destruction to persons or property arising out of the performance of this agreement caused by a breach of Company’s obligations hereunder or by the negligence of COMPANY, its agents, employees or representatives.

Exclusive Use of Trailer

Item 8

No shipment is entitled to the exclusive use of the trailer unless arrangements and price have been agreed to by carrier and paying party prior to shipment. In all other instances, carrier has control of the trailer with the unrestricted right to: select the trailer for transportation, transfer the shipment from one trailer to another, load other freight on the same trailer as the shipment, or remove locks or seals applied.

Foreign Tariffs

Item 9

Base ratings tariffs not published by White Arrow are defined as foreign tariffs. When a foreign tariff is used as the base of rating a customer’s freight bill and the origin or destination zip code is not identified and included within the foreign tariff, the rating of the shipment will be accomplished using the current version of NCTA 596.

Freight Classification

Item 10

All less than truckload shipments tendered to the carrier that are to be rated based on the NMFC classification guide must conform to the following density guidelines:

<u>Pounds per cubic foot</u>	<u>Classification</u>
Less than 1 pcf	Class 400
1 but less than 2 pcf	Class 300
2 but less than 4 pcf	Class 250
4 but less than 6 pcf	Class 150
6 but less than 8 pcf	Class 125
8 but less than 10 pcf	Class 100
10 but less than 12 pcf	Class 92.5
12 but less than 15 pcf	Class 85
15 but less than 21 pcf	Class 70
21 but less than 25 pcf	Class 65
25 but less than 28 pcf	Class 60
28 but less than 30 pcf	Class 55
30 pcf or greater	Class 50

Unless otherwise stated in the pricing agreement, FAK (freight all kind) rating will not apply on empty containers, poison, explosives, machinery, displays, exhibits, show, convention, or promotional material. It will not apply on shipments originating at or destined to an exhibit/convention center.

Unless otherwise stated in the pricing agreement, FAK (freight all kind) rated shipments must comply with the density listed above.

Guarantee of Charges**Item 11**

When instructions are received by a carrier to pick up a shipment at a point or site other than that at which such instructions are issued, and when charges on the shipment are to be prepaid, such shipment will be accepted only when the party issuing the instructions for pickup guarantees the freight charges on the bill of landing.

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

Freight charges must be prepaid on all shipments consigned to trade shows, traveling shows, conventions, exhibits, military, or government offices.

Governing Publications**Item 12**

Except as specifically otherwise provided, the following described tariffs, supplements, and successive issues shall govern.

PC Miler (25) Practical Miles

National Five-Digit United States Zip Code Post Office Directory

National Motor Freight Classification NMF 100

Impractical Operations**Item 13**

Pickup or delivery services will not be performed by the carrier at any site from or to which it is impractical to operate vehicles because of:

- The condition of the roads, streets, driveways, alleys or approaches thereto
- Inadequate loading or unloading facilities
- 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 of danger to person or property.
- Ferrier

Inspection of Freight**Item 14**

All shipments handle by White Arrow are subject to inspection at any time, for any reason. By tendering the shipment to White Arrow, you consent to such inspections and agree that White Arrow will not be held liable for any loss, damage, action, or event arising out of such inspection. An inspection may result in the correction to the freight invoice but not limited to: density, space, or classification.

Liability and Released Value**Item 15**

Unless (1) a higher liability level is declared pursuant to the alternative liability provision set forth below prior to transportation of a shipment and the corresponding rate is paid or (2) a different released value or limited liability amount is stated in a written agreement between White Arrow and a customer, White Arrow's liability for goods lost and/or damaged in transit shall be **the lowest of the following**, applied to the portion of the shipment lost or damaged:

- Replacement value at destination;
- Invoice value at destination;
- Applicable limitation of liability and/or released value set forth in the NMFC;
- \$2.38 per pound;
- \$100,000.00 per trailer load;

- \$.10 per pound for uncrated machinery, used machinery (including reconditioned items), automobile parts/body parts, and electrical equipment (including computers and parts thereof); and
- \$.50 per pound for spot quoted shipments.

Note that White Arrow does not provide insurance to its customers. Customers moving high value merchandise are encouraged to cover their transportation risk exposure in excess of the above limitations through cargo insurance or through alternative liability protection pursuant to the following provisions:

Shipper may request an alternative level of protection against loss or damage greater than the limits identified above by (1) (a) written agreement with White Arrow prior to the transportation of a shipment, (b) entering on the applicable bill of lading within the description of articles section the amount of liability protection being requested, through language clearly indicating such request, such as “\$XX,XXX LIABILITY COVERAGE REQUESTED” or (c) entering on the applicable bill of lading within the declared value section a higher value per pound; AND (2) paying the applicable charge for the alternative liability protection; provided, however, that in no event will White Arrow’s liability exceed the invoice/actual value of the article(s) lost or damaged in transit or \$100,000.00 per trailer load, whichever is lower.

White Arrow’s charge for alternative liability protection will be calculated at the rate of \$2.50 per \$1,000.00 or fraction thereof of alternative liability protection. Such charge will be added to all other applicable charges associated with the service provided.

Claims for concealed damages must be submitted to White Arrow within twenty-four (24) hours of delivery.

Off Bill Incentives **Item 16**

Any refund, volume incentive refund, loading allowance or off bill discount offered by White Arrow must comply with the provisions of the ICC Termination Act of 1995, Section 13708 – Billing and Collecting Practices.

Offset of Freight Charges **Item 17**

Paying party is prohibited from offsetting payment of carrier’s transportation charges for loss or damage claims.

Pallet Exchange **Item 18**

White Arrow does not participate in pallet exchange programs. Any request or provision noted on the Bill of Lading requesting the return of shipping devices shall be deemed for informational purposes only and it will not be binding upon the carrier to accomplish or comply with such request or provisions to complete the contract of carriage of the shipment.

Precedence of Rates **Item 19**

THIRD PARTY SHIPMENTS

This section applies when the bill of lading indicates a party other than shipper, consignee, or shipper or consignee’s freight payment processor as the payer of the freight charges.

A pricing program published for the account of the third party payer will take precedence over all other pricing programs.

All third party shipments must be prepaid.

When the bill of lading shows freight terms as prepaid and instruction for third party billing and the third party payer is the same as the consignee or consignee’s freight payment

processor, the terms will be changed to collect, billing the consignee or consignee's freight payment processor.

OUTBOUND PREPAID SHIPMENTS

A pricing program published for the account of the shipper will take precedence over all other pricing programs.

OUTBOUND COLLECT SHIPMENTS

An inbound collect pricing program published for the account of the consignee will take precedence over all other pricing programs.

If there is no inbound collect pricing program published for the account of the consignee, the outbound pricing program published for the account of the shipper will apply unless the shipper's pricing program does not apply on outbound collect shipments.

INBOUND COLLECT SHIPMENTS

The inbound collect pricing program published for the account of the consignee will take precedence over all other pricing programs.

If there is no inbound collect pricing program published for the account of the consignee, the outbound pricing program published for the account of the shipper will apply unless the shipper's pricing program does not apply on outbound collect shipments.

Rate Quotes

Item 20

(1) Quoted rates take precedence over any contract rate currently on file. Quoted rates are based on those facts concerning the shipment which are made known to the carrier. It must be disclosed to carrier if shipment is destined to a prison, hospital, school, institution, or any other non-industrial building. The quote will be deemed invalid in the event of nondisclosure.

(2) A quote number will be provided for quoted rates. Quote numbers must be shown on the original bill of lading. Rate adjustments due to missing quote number will be assumed a \$15.00 per shipment re-bill charge.

(3) Carrier liability on quoted shipments is limited to a maximum of \$.50 per pound.

(4) Rate quote received via the website are an estimate of the current published tariff.

Such estimates are determined utilizing the variables entered. They are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding on either the carrier or the shipper.

(5) Quoted amounts may be revised in the event the actual shipment characteristics vary from the shipment characteristics disclosed at time of quote. If additional services are required by carrier, applicable accessorial charges will be added to the quoted amount.

Shipper Load and Count

Item 21

Unless otherwise noted by contract, carrier accepts all truckload shipments on a shipper load and count basis, and as such, is not responsible for overages, shortages, or damage.

Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing materials is found to be intact at the time of unloading by consignee. Carrier will not be responsible for the number of binds, pallets, platforms or skids on such shipments.

Substituted Service

Item 22

For its operating convenience, carrier reserves the right to hire other carriers to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties, and obligations owed to shipper will be provided.

Weight (Gross Weights and Dunnage)

Item 23

Unless otherwise provided, charges shall be computed on actual gross weights including the weight of any pallets, platforms, racks, skids, or other materials constituting a shipping carrier, container, or package. All weights shown on the bill of lading shall be deemed to be product weights unless shipper specifically designates the weight of the shipping carrier, container, or package.

If carrier is assessed a fine or penalty by a regulatory agency for an overweight vehicle and the vehicle is overweight due to the shipper listing an incorrect (low) weight on the bill of lading, the amount of the fine or penalty will be charged to the shipper in addition to all other applicable charges.

Weight Verifications **Item 24**

At its sole discretion, carrier may choose to reweigh shipments in its custody. If an error in weight is determined, carrier will correct the billed weight accordingly. The corrected weight will be used to assess proper freight charges. A weight verification document will be available upon request.

Any bill of lading received by White Arrow without a weight will be weighed at our location and a service charge of \$25.00 per shipment will be applicable.

ACCESSORIAL SERVICES

Beyond Charges (BYD) **Item 25**

Shipments picked up to delivered to the following points will be subject to a beyond charge based on carrier's determination of the best practice for said pickup or delivery. Beyond charge will be subject to a minimum of \$75.00 and a maximum of \$1400.00. The points listed below are for convenience of reference. It is not stated as the complete list. Beyond charges are the responsibilities of the paying party as noted on the original bill of lading.

Shelter Island, NY 11964	Shelter Island Heights, NY 11965	Isleboro, ME 04848
Northhaven, ME 04853	Vinalhaven, ME 04863	Deer Harbor, WA 98243
Eastsound, WA 98245	Lopez Island 98261	Decatur Island, WA 98261
Olga, WA 98279	Orcas, WA 98280	Shaw Island, WA 98286
San Juan Island, WA 98250	Waldron Island, WA 98297	Stuart Island, WA 98250
Decatur Island, WA 98261	Blakely Island, WA 98222	Cypress Island, WA 98222
Lummi Island, WA 98262	Point Roberts, WA 98281	Bainbridge Island, WA 98110
Anderson Island, WA 98303	Vashon Island, WA 98070	Avalon, CA 90704
Block Island, RI		
Martha's Vineyard, MA 02535, 02539, 02552, 02557, 02568, 02573, 02575		
Nantucket, MA 02554, 02564, 02584		
The countries of Del Norte, CA, Humboldt, CA, Siskiyou, CA, and Trinity, CA (commonly known as the California Bubble)		

Billing Administration (ADM) **Item 26**

A change in freight payment terms will be permitted upon receipt of corrected bill of lading or other written instructions from the shipper prior to delivery of freight. Once freight has been delivered, authorization will be required from the party assuming responsibility for payment. The charge for this service \$15.00 for each time a correction is made.

Reversal of freight charges will not be allowed after payment has been received based on the terms of the original bill of lading.

Carrier will invoice the shipper's bank or other agent for freight charges, but carrier reserves the right to bill and collect freight charges from the shipper and consignee in the event full payment of freight charges is not received pursuant to third party billing.

Blind Shipment Request (BLD)

Item 27

A blind shipment occurs when a third party controls the movement of the freight but does not want either the shipper or consignee to know the name of the other. The following conditions must meet:

1. The shipment must be prepaid and request must be made prior to pick up.
2. The service request must be made in writing to the carrier.
3. Section 7 of the bill of Lading cannot be signed.
4. White Arrow will not ensure the confidentiality of the transaction.
5. When this service is requested, an additional fee of \$25.00 per shipment will be incurred.
6. Shipment cannot be hazardous.

Collect on Delivery Shipments (C.O.D.)

Item 28

Collect on delivery shipments will be accepted subject to the following provisions and charges:

1. Shipments tendered for COD must be clearly stamped, typed or written with the word "COD" on the original bill of lading.
2. Carrier will not accept shipments with a value of more than \$25,000. If shipment is inadvertently accepted for an amount higher, it will be returned to shipper. If carrier inadvertently accepts a COD shipment with an amount higher than \$25,000, carrier's liability, if any, will not exceed \$25,000.
3. Acceptable forms of payment are bank cashier's check, bank certified check, money order or personal check of the consignee. Failure of shipper to specify the method of payment would make all of the above acceptable forms of payment. All checks and money orders are to be made payable to the shipper. The carrier will accept checks and money orders as the agent of the shipper. In such case, the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to shipper.
4. The charge for this service is 3% of the C.O.D. amount subject to a minimum of \$50.00 and a maximum of \$500.00.
- 5.

Detention (DET)

Item 29

Carrier's line haul charges include a reasonable amount of time to accomplish the pickup and/or delivery of a shipment. When the time required exceeds the standard free time, additional charges will apply. Detention charges are the responsibility of the paying party as noted on the original bill of lading.

With Power Unit

Upon arrival of truck, one (1) hour of free time is allowed for LTL shipments and two (2) hours of free time are allowed for TL shipments. The additional charge once free time is exceeded is \$75.00 for the first hour and \$37.50 for each 30 minute increment or part thereof. Time shall end upon completion of loading and acceptance by the driver of a signed bill of lading or upon completion of unloading and acceptance by the driver of a signed delivery receipt.

With Power Unit

Dry Van: \$150.00 per 24 hour period.

Heated / Refrigerated Van: \$250.00 per 24 hour period.

Carrier responsibility for safeguarding shipments loaded into spotted trailers shall begin when possession thereof is taken by the carrier.

Carrier responsibility for safeguarding shipments unloaded from spotted trailers shall cease when the trailer is spotted at or on the site designed by the consignee.

Nothing in this item shall require the carrier to pick up or deliver spotted trailers at hours other than carrier's normal business hours.

Document Copies (COP) Item 30

Shipper may access carrier's website and retrieve necessary documents at no charge. When a request is made to supply a copy of a proof of delivery or bill of lading for a shipment, a service fee of \$5.00 per document will be assessed. Under no circumstances will carrier provide an original bill of lading or delivery receipt.

Fuel Surcharge (FSC, FUE) Item 31

The fuel surcharge is adjusted on Tuesday and is based on the US Department of Energy's National Average Diesel Fuel Index in effect. The DOE national average is available by dialing the DOE Hotline (202-586-6966, extension 1) any day of the week. The DOE national average can also be found on the DOE website. Go to www.eia.doe.gov, and then click the link for On-Highway Retail Diesel Prices.

Fuel surcharge is applicable on net line-haul charges only.

LTL is defined as any one shipment that occupies 38 feet or less of trailer space and/or weighs 33,250 pounds or less. (See attached exhibit "A" White Arrow LTL Fuel Surcharge and exhibit "B" White Arrow Truck Load Fuel Surcharge)

Temperature Control Fuel Surcharge

Add the following percentage of fuel surcharge on LTL and truckload shipments if temperature control service is required. (See attached exhibit "C" White Arrow Truck Load Fuel Surcharge Reefer).

When the DOE fuel index exceeds \$5.119 per gallon, the additional fuel surcharge continues to increase 0.5% for every twenty cent increase in average fuel price.

The DOE national average is available by dialing the DOE Hotline (202-586-6966, extension 1) any day of the week. The DOE national average can also be found on the DOE website. Go to www.eia.doe.gov, and then click the link for On-Highway Retail Diesel Prices.

Inside Delivery (INS) Item 32

An additional charge of \$5.00 per hundred pounds subject to an \$85.00 minimum charge will be applicable when a dock is not available and a driver is required to take freight off the trailer and deliver it inside a structure or building on the same level and within 100 feet of the trailer.

Any shipment requiring delivery inside a multiple level structure or building or more than 100 feet from the trailer, will be billed an additional charge based on the individual requirements.

This service is available when carrier's operating conditions permit.

These charges are the responsibility of the paying party as noted on the original bill of lading.

This charger does not include any detention incurred by carrier.

Liftgate (LFT) Item 33

This charge is applicable when Liftgate equipment is required for delivery or pickup. The charges outlined in this item do not apply when White Arrow does not have suitable vehicles

equipped with such devices and operators available. At its option, White Arrow will rent Liftgate equipment or outsource the Liftgate service and adjust the Liftgate surcharge to equal the total cost to White Arrow. the charges for this service will be the responsibility of the paying party listed on the bill of lading. If White Arrow has equipment and operators available, the following charges will be assessed.

Zip codes: 10000-10199, 208105-20827, 20901-20916, 20950, 21402-21405, 21441

\$3.15 CWT MIN \$121.75 MAX \$211.60

Zip codes: All other zip codes in the continental United States not listed above

\$2.55 CWT MIN \$103.75 MAX \$169.30

Truckload shipments requiring specialized equipment such as pups, straight trucks, or city trucks outside of a 200 mile radius of Secaucus, NJ must be quoted. If a shipment is accepted without a quote on file, carrier will rate based on individual requirements.

Loading/Unloading by Carrier (UNL) Item 34

Freight tendered for loading or unloading shall be so situated by the shipper as to be directly accessible to the vehicle. Carrier will furnish only one employee per vehicle to assist in the loading or unloading of freight utilizing customer handling equipment. Removal of freight from a trailer without the use of this equipment is subject to Sort and Segregate charges. This charge does not include any applicable charges for inside delivery or detention. These charges are the responsibility of the paying party as noted on the original bill of lading.

LTL shipments requiring this service will be subject to an accessorial charge of \$.68 per 100 pounds with a minimum of \$12.50 per skid and a maximum charge of \$150.00. If a lumper is secured to perform this service, the applicable charge will be the lumper amount plus 10%.

(LMP) Requested for copies of lumper receipts will be subject to a \$15.00 administrative charge.

(REC) This charge does not include any applicable charges for inside delivery or detention.

Truckload shipments requiring this service will be subject to a flat charge of \$150. If a lumper is secured to perform this service, the applicable charge will be the lumper amount plus 10%. Request for copies of lumper receipts will be subject to a \$15.00 administrative charge. This charge does not include any applicable charges for inside delivery or detention.

New York Metro Congestion (NYS) Item 35

An additional charge of \$150.00 per truckload shipment will be applicable when carrier is required to deliver to zip codes 090-108, 110-119.

An additional charge of \$74.50 per shipment will be applicable when carrier is required to deliver a shipment weighing 1 to 2000# to zip codes 090-102.

An additional charge of \$18.70 per shipment will be applicable when carrier is required to deliver a shipment weighing 1 to 2000# to zip codes 103-108, 110-119.

An additional charge of \$88.60 per shipment will be applicable when carrier is required to deliver a shipment weighing 2001 to 5000# to zip codes 090-102.

An additional charge of \$23.65 per shipment will be applicable when carrier is required to deliver a shipment weighing 2001 to 5000# to zip codes 103-108, 110-119.

An additional charge of \$110.20 per shipment will be applicable when carrier is required to deliver a shipment weighing more than 5000# but less than truckload to zip codes 090-102.

An additional charge of \$35.90 per shipment will be applicable when carrier is required to deliver a shipment weighing more than 5000# but less than truckload to zip codes 103-108, 110-119.

Notification Prior to Delivery of Shipments (NOT) Item 36

The charge for this service is \$24.50 per shipment. This charge only applies on LTL shipments. When notification prior to delivery is requested in any of the formats below, the

charge for notification will be the responsibility of the party responsible for all other freight charges.

- Bill of lading or any other shipping order bears notation requesting carrier to notify consignee prior to delivery.
- In the event delivery requires special handling instruction
- A delivery appointment is required
- It becomes known to carrier from another source, either verbal or written, that consignee requires notification.

Pallet Exchange

Item 37

White Arrow does not participate in pallet exchange programs.

Pallet Jack (PJK)

Item 38

If a pallet jack is required at time of delivery or pickup and the carrier is responsible for providing the pallet jack, an applicable charge of \$40.00 per pallet jack will be assessed. This charge is the responsibility of the paying party as noted on the original bill of lading.

Reconsignment or Diversion

Item 39

A request for a Reconsignment or diversion of a shipment will be subject to the following definitions, conditions, and charges.

Definitions:

- A charge in the name of the shipper, consignee, or rightful owner of the shipment.
- A charge in a place of delivery.
- Refused shipments being returned to the original shipper.

Conditions:

- A request for re-consignment or return to shipper must be made in writing or confirmed in writing.
- The carrier must be satisfied that the party making the request has the authority to do so.
- White Arrow will make a diligent effort to execute the request but will not be responsible if such service is not completed.
- Only entire shipments, not portions of shipments, may be recon signed.

Charges:

- LTL: Applicable LTL rates for lane of movement plus \$25.00 administrative fee.
- TL: If returned to origin state or re-consigned to lane where no rate is established, the rate will be \$1.75 per mile subject to a minimum charge of \$750 for dry vans and \$850 for heated vans and \$950 for refrigerated units plus administration fee of \$90.00.

Redelivery

Item 40

When a shipment is tendered for delivery and through no fault of the carrier such delivery cannot be accomplished, the following charges will be applicable for each time the carrier returns to effect delivery of the shipment. These charges will be the responsibility of the paying party stated on the original bill of lading.

LTL: Applicable LTL rate for lane movement plus \$25.00 administrative fee.

TL: \$1.75 per mile subject to a minimum charge of \$750 for dry vans and \$850 for heated vans and \$950 for refrigerated units plus administration fee of \$90.00. Customers requesting drop and hook deliveries are responsible for unloading inbound loaded equipment within 12 hours. If empty equipment is not available for carrier recovery within 12 hours and carrier attempts to pickup, a redelivery charge will apply.

Residential Pickup or Delivery (RES) Item 41

White Arrow does **NOT** handle pickup or delivery of shipments to private residences. Any shipment inadvertently accepted by White Arrow may be returned to the shipper at the shipper's expense. If White Arrow chooses to deliver or pickup from a residence, the additional charge will be \$5.10 per cwt. subject to a minimum of \$82.50 and a maximum of \$298.00. The charges provided in this time apply separately for pickup and separately for delivery and are in addition to all other lawful charges. Standard transit does not apply to residential shipments.

The term private residence includes apartments, churches, day cares, camps, farms, public storages facilities, private homes, businesses operated out of private residences, and other such locations not generally recognized as commercial locations.

Sorting or Segregating (SOR) Item 42

This charge is applicable when the driver is required to remove freight from the incoming pallet and sort product onto one or more separate pallets by mark, brand, sizes, flavors, or other distinguishing characteristics. This charge is also applicable when the driver is required to assist in the loading or unloading of freight without use of the customer's handling equipment. This charge does not include any applicable charges for detention. The applicable charge LTL or TL shipments for this service is \$2.97 per hundred pounds subject to a minimum of \$25.00 and maximum of \$300.00.

If a lumper is secured to perform this service, the applicable charge will be the lumper amount plus 10%. Requesting for copies of lumper receipts will be subject to a \$15.00 administrative charge. This charge does not include any applicable charges for inside delivery or detention.

All charges outlined in this item are the responsibility of the paying party as listed on the original bill of lading.

Specialized Delivery Service Item 43

TARGET DATE DELIVERY SERVICE (TAR)

White Arrow guarantees Target Date delivery prior to 5 P.M. local time between all service points in the Continental U.S. as listed in the White Arrow Transit Schedule. On-time delivery is determined by the service standard in effect between such points (described by zip or postal code) at the time of shipment.

The shipper must clearly and legibly write or mark **Target Date Guarantee** on the bill of lading, and notify the pickup driver at time of pickup requested.

The fee for this added service will be a 20% premium added to the payer's normally discounted rate of \$25.00, whichever is greater and will be shown on the invoice as a separate line item.

If the shipment is delayed due to causes beyond the control of White Arrow, including but not limited to: acts of God; acts or omissions of public authority; riots, strikes or labor disputes; government regulations, order or requirements; severe weather or other natural disasters that disrupt ground transportation networks; act or omission by shipper, consignee or owner of goods, the **Target Date Guarantee** service fee will be removed. All other applicable charges will be due. White Arrow liability for an on-schedule delivery failure shall be limited to the cancellation of the Target Date Guarantee service fee as provided herein and White Arrow shall not be liable for any consequential, incidental, special, punitive, economic or similar damages of any kind or nature.

The **Target Date Guarantee** will not apply on residential, COD, Self-Storage Warehouse, Traveling Shows or Convention Centers, appointment or notify deliveries.

Guarantee Appointment Delivery Service (GAD) provides scheduling the appointment and delivery between the hours of 5:00 AM and 6:00 PM local time, Monday – Friday (excluding holidays) between all service points in Continental US as listed in the White Arrow transit schedule.

The shipper must clearly and legibly write or mark Guarantee Appointment Delivery on the Bill of Lading and notify Customer Service at the time of scheduling the pickup. When carrier is notified in advance, carrier will make every effort to pre-appoint shipment within standard transit. The additional charge for this service will be 35% of line haul rate subject to a minimum of \$75.00.

When carrier is not notified in advance, shipment will be held unit following business day in order to make the appointment. This will become the date of pickup for transit time calculations. Carrier is subject to consignee appointment schedule but will make every effort to secure the first available appointment within standard transit. The additional charge for this service will be 35% of the line haul rate subject to a minimum of \$75.00.

If the first available appointment is prior to standard transit but is necessary in order to deliver within a predetermined delivery window or RAD date, shipment will require Expedited service. Carrier will notify shipper of service requirement and expedited price and allow shipper to determine how delivery should be handled.

If the shipment is delayed due to causes beyond the control of White Arrow, including but not limited to: acts of God; acts or omissions of public authority; riots, strikes or labor disputes; government regulations, orders or requirements; severe weather or other natural disasters that disrupt ground transportation networks; act or omission by shipper, consignee or owner of goods, the **Guaranteed Appointment** service fee will be removed. All other applicable charges will be due. White Arrow liability for an on-schedule delivery failure shall be limited to the cancellation of the Guarantee Appointment Delivery service fee as provided herein and White Arrow shall not be liable for any consequential, incidental, special, punitive, economic or similar damages of any kind or nature.

The **Guarantee Appointment Delivery** will not apply on residential, COD, Self-Storage Warehouses, Travelling shows, Convention Centers or other noncommercial/limited access points.

NO FINE PRINT GUARANTEE DELIVERY SERVICE

White Arrow offers a **No Fine Print Guarantee Service**. You can receive a quote for this service and schedule your pick up by dialing our Pricing Department at 1-800-501-5589. Our guarantee service program assures you that your time-sensitive shipment will reach its destination at the agreed upon time or the line haul portion (net of fuel surcharge or any applicable accessorial charges) of your shipment is **free**.

SATURDAY, SUNDAY, OR HOLIDAY SERVICE (SAT)

Shipments requiring pickup and/or delivery on Saturday, Sunday, or a holiday will incur an additional service delivery charge of 50% of line haul charges or \$350 whichever is greater. Contact the White Arrow Pricing Department for a quote prior to shipment.

NON BUSINESS HOUR PICKUP OR DELIVERY SERVICE (NBH)

Shipments requiring pickup and/or delivery Monday through Friday after 6:00 p.m. or prior to 5:00 a.m. will be considered an after business hour shipment and incur an additional service charge of \$90.00 per shipment.

Storage (STO) Item 44

Storage charges on freight awaiting line haul transportation will begin at 7 A.M. the first business day after freight is received by the carrier. Storage charges on undelivered freight will begin at 7 A.M. the first business day after notice of arrival has been provided. Storage charges will accrue every day thereafter including holidays and weekends.

TL: Dry van: \$50.00 per 24 hour period.

Heated / Refrigerated Van: \$150.00 per 24 hour period.

LTL: \$25.00 per day

Heated / Refrigerated Shipments: \$50.00 per day

Stop Off in Route (SO#) Item 45

Truckload shipments requiring delivery at multiple locations will incur an additional charge of \$125.00 for the first stop, \$250.00 for the second stop and \$400.00 for each additional stop over 2.

White Arrow does not allow stop off pickup or deliveries on LTL rated shipments.

Temperature Control Item 46

Any customer whose shipments require any type of temperature control service are required to register their product's requirements before the commencement of shipping activity. The bill of lading must clearly state the particular data relating to the product's description and temperature parameters. The carrier at its sole discretion can reject the tender of, or return any temperature control shipment when in the carrier's judgment it cannot meet the requirements. The above action is necessary to accommodate extreme cold weather conditions, excessively long holding periods, holidays or any other unusual conditions. Carrier will not be responsible for any damage to shipments containing commodities requiring protective service from heat or cold if said damage is the result of a delay in normal delivery not directly attributable to negligence on the part of the carrier or if the shipment is refused by the consignee.

Protect from Freezing: (PFF)

This service is available October 15th thru April 15th each calendar year. The original bill of lading must be clearly marked "Protect from Freezing" or "P F F" by the shipper. P F F service shipments must be identified when pickup is schedule. Products tendered for this service cannot freeze at temperatures above 32 degrees Fahrenheit. Products requiring maintenance of a single temperature or range of temperatures is not eligible for Protect from Freezing Service. These shipment(s) will be handled as Temperature Control service and must be quoted prior to shipment. Additional charges for Protect from Freezing Service are:

LTL: 8% of line haul charges subject to a minimum of \$22.50 per shipment and maximum of \$75 per shipment.

TL: \$.10 per mile subject to a minimum of \$75.00 per shipment and a maximum of \$200.00 per shipment.

Temperature Control (REF)

Consignors warrant that all temperature-controlled shipments have been properly pre-cooled to the appropriate temperature for transportation as shown on the bill of lading prior to tender. Mechanical refrigerated units on trailers are capable of maintaining normal temperatures during transit but are not intended to raise or lower the temperature of shipments.

The consignee shall accept delivery of all undamaged products and shall immediately remove all shipments to appropriate temperature controlled storage areas.

Any shipment requiring temperature control that is outside the definition of our Protect from requirement will be subject to the following accessorial charge.

LTL: LTL Shipments requiring temperature control must be quoted prior to movement of freight. If freight is tendered to carrier without an established quote, carrier will rate at a temperature control truckload rate plus applicable temperature control fuel surcharge.

TL: If freight is tendered without an established quote, carrier will assess a temperature control truckload rate plus any applicable temperature control fuel surcharge.

Truck Ordered not Used (TRK) Item 47

This charge is applicable when equipment is ordered and cancelled after the unit has been dispatched. The charge is \$1.75 per mile from last destination to designated pickup subject to a minimum of \$350.00 per unit.

Truckload Shipments Item 48

EQUIPMENT POSITIONING (REP)

In the event that the shipper or consignee requires the movement of trailing equipment precipitation a "bobtail", a charge of \$1.75 per mile subject to a minimum of \$150 will apply plus applicable fuel surcharge. If a customer requires pickup at a location in which a unit is not currently available, a repositioning charge of \$1.75 per mile subject to a minimum of \$150 will apply plus applicable fuel surcharge.

EXCESSIVE MILEAGE CHARGE

When carrier by way of freight tender or bill of lading for truckload shipments is required to make stop(s) en route to final destination, mileage calculations will be inclusive of all stops.

EXPEDITED OR TEAM TRUCKLOAD SERVICE

Carrier rates are based on standard transit intervals. When expedited service is required, an additional charge of \$.50 per loaded mile subject to a minimum of \$250.00 will be shown as a separate line item on carrier invoice.

LAYOVER (LAY)

The following charge will be applicable when carrier is required to layover driver/equipment to make delivery or pickup: Single driver \$350.00 Team \$500.00 per 24 hour period.

PALLET EXCHANGE

White Arrow does not participate in pallet exchange programs.

SHIPPER LOAD AND COUNT

Unless otherwise noted, carrier accepts all truckload shipments on a shipper load and count basis, and as such, is not responsible for overages, shortages, or damage.

TENDERED AS TRUCKLOAD

When a shipment is tendered to carrier as a truckload for service or any other reason, applicable truckload rate will apply and will not alternate with any applicable less than truckload rate. Such shipments will be rated with any accessorial charges pertaining to truckload shipment.

TRAILER SCALE

Any shipment that requires the carrier to weigh the trailer light and heavy will be subject to a charge of \$90.00 per scale plus the cost of scale tickets if the scale is within 30 miles. All other requests will be quoted based on distance.

Unconventional Pickup and Delivery Item 49

AIRPORT OR PIERS (AIR)

Pickup or delivery to airports, docks, or pier sites are not provided by White Arrow. Any LTL shipment inadvertently tendered and accepted by White Arrow will be subject to a surcharge of \$5.10 per hundred pounds, minimum \$82.50 maximum \$250.00

Truckload shipments will be subject to a \$250.00 surcharge. This surcharge does not include any applicable charges associated with detention, driver loading or unloading, or lumper fees.

CONSTRUCTION AND UTILITY SITES (JOB)

Shipments destined to a construction or utility site must be prepaid. If the original bill of lading indicates the terms are collect, carrier reserves the right to change terms to prepaid.

Pickup or delivery of LTL freight to or from a construction or utility site will be subject to an additional charge of 35% subject to a minimum of \$72.50. This charge does not include any applicable charges associated with detention or notify before delivery charges.

Truckload shipments will be subject to a \$250.00 surcharge. This surcharge does not include any applicable charges associated with detention.

CONVENTION, EXHIBITION OR SHOW SITES, FAIRS (SHO)

Shipments destined to a convention, exhibiting site, show site, or fair must be prepaid. If the original bill of lading indicates the terms are collect, carrier reserves the right to change the terms to prepaid.

When a consignor or consignee request carrier to pick up or deliver LTL freight at a convention, show site, fair, or traveling show, such service will be subject to an additional charge of \$2.97 per 100 pounds subject to a minimum of \$250.00. This surcharge does not include any applicable charges associated with detention, loading or unloading.

Truckload shipments will be subject to a \$250.00 surcharge. This surcharge does not include any applicable charges associated with detention, loading or unloading.

GROCERY OR FOOD WAREHOUSE (GRO)

Pickup or delivery of LTL shipments to or from grocery or food warehouses will be subject to an additional surcharge. This surcharge does not include any applicable charges associated with detention, driver loading or unloading, or lumper fees.

1-4999lbs	\$75.00
5000-9999lbs	\$100.00
10000-14999lbs	\$125.00
15000lbs and Over	\$150.00

MINES OR QUARRIES (QUA)

Shipments delivered to facilities of mines or quarries, including the entire property upon which any pit, excavation shaft, or deposit warehouse resides shall be subject to an additional charge of \$55.00 per shipment. These shipments must be prepaid. If the original bill of lading indicates the terms are collect, carrier reserves the right to change the terms to prepaid.

PRISONS (JAI)

Pickup or delivery of LTL freight to or from prisons will be subject to an additional charge of 35% subject to a minimum of \$72.50. This charge does not include any applicable charges associated with detention. Standard transit does not apply to prison shipments.

Truckload shipments will be subject to a \$250.00 surcharge. This surcharge does not include any applicable charges associated with detention.

PRIVATE RESIDENCE (RES)

White Arrow does NOT handle pickup or delivery of shipments of private residences. Any shipment inadvertently accepted by White Arrow may be returned to the shipper at the shipper's expenses. If White Arrow chooses to delivery or pickup from a residence, the additional charge will be \$5.10 per cwt. subject to a minimum of \$82.50 and a maximum of \$298.0. The charges provided in this item apply separately for pickup and separately for delivery

and are in addition to all other lawful charges. Standard transit does not apply to residential shipments.

The term private residence includes apartments, churches, day cares, camps, farms, public storage facilities, private homes, businesses operated out of private residences, and other such locations not generally recognized as commercial locations.

NON COMMERCIAL/LIMITED ACCESS DELIVERY/PICKUP (NCM)

When an LTL pickup or delivery service is provided at schools, churches, camps, country clubs, estates, farms mini-storage warehouses, rectories, convents, military bases, nursing homes, hospitals, or other such places where access is limited or a loading/unloading dock is not available an additional charge of \$3.50 per hundred pounds with a minimum of \$50.00 and a maximum of \$250.00 will apply. Truckload shipments will be subject to a surcharge of \$250.00.

SECURITY INSPECTION FEE (SIF)

When carrier is required by shipper and/or consignee to go through a security inspection process in order to perform pickup or delivery in locations such as, but not limited to, Airports, Chemical plants, Military Bases, Ports, Prisons, and other public or private facilities, LTL shipments will be subject to an inspection Fee of \$50.00. Truckload shipments will be subject to an inspection fee of \$250.00.

Hazardous Materials (HAZ)

Item 50

White Arrow. does not handle Hazardous Materials