



# FedEx Freight 100-N Rules Tariff

FedEx Freight 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, 2015



## Rules Tariff

Unless otherwise provided, exceptions to rules of the National Motor Freight Classification herein take precedence over those published in the National Motor Freight Classification.

Shipments moving between points in the U.S. and points in Canada in connections 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 for the same service, the rule, charge or provision published in Section 2A will apply and take precedence over Section 1.

Shipments moving between points in Canada (Intra Canada Shipments) 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 2B for the same service, the rule, charge or provision published in Section 2B will apply and take precedence over Section 1.

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.

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Abbreviations - Province or States			130	44			130-2	64	U.S. - 6.0% of Advance Charge Amount, \$109.00 Min. Chg. Intra Canada - \$15.00 per shipment. See Item.
Advancing Charges	300	11			300-2B	56			
A.M. Delivery ( <b>Revised 6-1-15</b> )	757	29							
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Arrival Notice and Undelivered Freight			345	46					\$49.00 per shipment.
Bills of Lading, Freight Bills and Statement of Charges	360	11							\$28.00 per request per shipment.
Blind Shipments	822	41							\$114.00 per shipment.
Broker Diversion at U.S./Mexico Border							821-3	65	
Bulk Mail	365	12							
Calculation of Cube ( <b>Effective 6-1-15</b> )	192	9							
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Capacity Load – Minimum Charge	390	12							See Item.
Carrier Liability	420	14			420-2B	56			See Item.
<small>Revised 6-1-15</small>									
Carrier Liability – Limited	421	15							
Class Rate Application			400	47					
Close of Business Delivery ( <b>Revised 6-1-15</b> )	756	28							\$75.00 upcharge.
Collect on Delivery (COD)	430	16			430-2B	57			U.S. - 6.0% of COD amount, \$109.00 Min. Chg., Changes \$36.00.
Collection of Charges and Extension of Credit	435	17	435-1	47					Intra Canada - 6.0% of COD amount, \$85.00 Min. Chg. \$81.00 for unpaid checks or similar instruments.
Credit Card Payments					435-2B	57			3% handling charge.
Combination of Rates							196-2	64	
Confidentiality ( <b>Revised 2-2-15</b> )	250	11							
Cost of Furnishing Pallet							572-2	65	\$71.00 MXN per pallet.
C.P.C. Skids	613	23			573-2B	59			Calculated weight times class 150, FXF 1000 rates, less applicable discount.
Cubic Capacity and Density – Min. Chg.	614	24							Calculated weight times class 77.5, FXF 1000 rates.
Cubic Capacity and Density – Min. Chg. (When specific reference is made to item)									
Currency			101-1	46	101-2B	56			
Custom Delivery Window	761	33							
Customs or In Bond Freight	480	18	480-1	48					U.S. - \$4.79 per cwt., \$95.00 Min. Chg., \$444.00 Max. Chg.
Customs or Sufferance Warehousing					800-2B	61			Canada - See Item. \$33.00 fee plus charges assessed by sufferance warehouse.
Dead Runs							1100-3	66	See Item.
Declared Value and Limits of Liability	781	38							

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

**Rules Tariff**

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Definitions and Explanations of Terms	115	5	115-1	46	All currency expressed in Canadian dollars				
Delivery Charge	749	25							See Item.
Delivery Service – Mine Sites			750-7-1	51	750-7-2B	60			See Item.
Delivery Service – Wind Farm Sites			750-6-1	51	750-6-2B	60			\$381.00 per shipment
Density					616-2B	59			
Detention	500	18	500-1	49	500-2-2B	57	500-2	64	U.S. - With Power - \$46.00 per pup each 15 minutes, \$52.00 Min. Chg. Without Power - \$148.00 per pup each 24 hours.
Detention – IMS							501-3	65	Canada, Intra Canada or Mexico - See Item. \$279.00 MXN per 30 minutes or fractions thereof.
Determining Product Services and Charges	188	8							
Document Copies					360-2-2B	56			\$10.00 per document; Minimum \$21.00 per request.
Drayage Service – Laredo, TX	510	19							Laredo bridge - \$171.00 per shipment. Colombia bridge - \$233.00 per shipment. Position empty pup or vehicle - \$117.00.
Driver Handling Charge							886-3	66	\$105.00 MXN per cubic meter, \$211.00 MXN Min. Chg., \$2,806.00 MXN Max. Chg. \$105.00 per shipment.
Early Delivery	752	26							
Easy LTL Pricing	996	44							
Equipment Rental					1000-2B	63			See item.
Exempt Commodities	993	43							
Exhibition Paraphernalia & Exhibition Sites	520	19			520-1-2B	57			See item.
Extra Labor	560	19							\$99.00 per person, \$391.00 Min. Chg. \$81.00 per shipment.
Extreme Length	530	19							
FedEx Freight	186	8							
FedEx Freight Canada	185	8							
FedEx Freight® First Delivery	754	27							See Item.
Fines or Penalties					1700-2B	63			
Freight Transfer	959	42							\$4.79 per cwt., \$726.00 Min. Chg.
Fuel Surcharge	570	20			570-2B	57			See Item.
	Revised 2-2-15				Revised 11-2-15				
Governing Publications	100	5							
Handling Charge	565	19							\$7.63 per cwt., \$60.00 Min. Chg.
Hazardous Materials or Substances	920	42	920-1	54	920-1-2B	62			U.S. - \$23.00 per shipment. Canada & Intra Canada - See Item.
Indemnification	150	7							
Inside Pickup or Delivery	566	20			566-1-2B	57			U.S. - \$10.87 per cwt., \$114.00 Min. Chg., \$1,149.00 Max. Chg. Intra Canada - \$5.45 per cwt., \$49.00 per shipment.
Liabilities Not Assumed	782	38							
Liability – Published Transit Times	220	11							
Liftgate Service	890	41	890-1	53	890-1-2B	62	890-2	66	See Item.
Limitations on Legal Action	998	45							
Lineal Foot Minimum					530-1-2B	57			\$2.11 per lineal foot.
Logistics Providers	160	7							
Loss or Damage – Claim Filing	960	42			960-2B	62			
Lumper Fees	579	23							\$1.71 cwt, \$23.00 Min. Chg. per shipment.
Marking or Tagging Freight	580	23							\$5.22 per package or piece, \$74.00 Min. Chg.
Maximum Liability – Cigarettes and/or Tobacco Products			598	50					
Maximum Weights – TL or VOL			596	50					
Minimum Charge	610	23							
Minimum Charge - Absolute	404	13			404-1-2B	56	404-3	64	See Item.
Mixed Shipments and Articles Classified by Weight or Quantity	640	24							
Money-Back Guarantee	760	32							
Notification Prior to Delivery	750-3	26	750-3-1	51	750-3-2B	60			U.S. - \$50.00 per shipment. Canada, Intra Canada - See Item.
Offshore Markets	103	5							
Overweight Services	561	19							
Owners Risk					420-1-2B	56			
Packing or Packaging – General	680	24							
Packing or Packaging – Non-Compliance With			687	50					

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

**Rules Tariff**

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	Item	Page	Item	Page	Item	Page	Item	Page	
Pallets or Containers (Shipments – Transported In or On Shipping Carriers)			712	51					
Participating Carriers	102	5							
Permits	700	25	700-1	50					U.S. - \$101.00 per permit plus the cost of the permit. Canada - See Item.
Pickup or Delivery Service	750	25							
Pickup or Delivery Service – Limited Access Locations	750-8	26	750-8-1	52	750-8-2B	61	750-8-3	65	U.S. - \$118.00 per shipment. Canada - See Item. Intra Canada - See Item. Mexico - \$106.00 per shipment. U.S. - \$118.00 per shipment. Intra Canada - \$85.00 per shipment. \$134.00 per shipment in addition to otherwise applicable rates and charges.
Pickup or Delivery Service – Private Residences	750-2	26			750-2-2B	59			U.S. - \$11.49 per cwt, \$52.00 Min. Chg., \$1,087.00 Max. Chg. Documentation - additional \$164.00. Canada or Mexico - See Item.
Pickup or Delivery Service – U.S. Postal Service Bulk Mail Center in Allen Park, MI	750-6	26							
Port Charges	950	42	950-1	55			950-3	66	
P rearranged Scheduling of Vehicle Arrival for Loading or Unloading			503	50					
Precedence of Rates	765	34	765-1	52					
Premium Service Charges					754-2B	61			See Item.
Prepayment			770	53					
Prohibited or Restricted Articles (Revised 6-1-15)	780	34							
Protection from Freezing Service	810	40			810-2B	62			See Item.
Reconsignment, Diversion, Relinquishment	820	40	820-1	53					See Item.
Redelivery	830	41			830-2B	62	830-3	66	See Item.
Region Shopping Malls					750-9-2B	61			\$33.00 per shipment.
Remittance Processing	361	12							
Returned Checks	435	17							\$81.00 for each check or similar instrument.
Returned Shipments	825	41	825-1	53	825-2B	62			
Service Provided During Non-Business Time	753	27			753-2B	61	753-2	65	See Item.
Shipment Assembly at Origin (Flow Loading)	888	41							\$1.00 per piece or package, \$1.64 per 100 pounds, \$32.00 Min. Chg.
Shipper Load or Consignee Unload	578	22							
Shrink Wrap Fee							571-2	65	\$44.00 MXN per pallet. \$2.60 per cwt. or \$0.99 per piece, \$105.00 Min. Chg.
Sorting, Segregating, Reconstructing	887	41							\$276.00 per hour. For flatbeds, \$370.00 per hour and \$1,087.00 Min. Chg. per flatbed.
Special Equipment	750-1	26							
Special Request Shipment	755	28							
Split Pickup Trailer Chassis and Container	992	43							\$240.00 per vehicle, plus \$3.17 per mile in excess of 25 miles.
Stopoffs	900	42	900-1	53					U.S. - \$409.00 per stop. Canada - See Item. See Item.
Storage	910	42					910-2	66	
Substituted Service	930	42							
Toronto Island			994-1	55	994-2B	62			\$103.00 per hour. See Item.
Trailer Shunting					992-2B	62			
U.S./Canada Cross Border Processing Fee	481	18							\$19.00 per shipment.
Vehicle Furnished But Not Used	620	24			620-2B	59			U.S. - \$411.00 per unit of equipment per day. Intra Canada - \$33.00 See Item.
Volume Services	759	30							
Weighing and Inspection	980	43							
Weighing Service	990	43							\$84.00 per shipment for Carrier's scale, \$228.00 for certified public scale. \$23.00
Weight (Reweigh) and Freight (Inspection) Validation	981	43							
Weights – Gross Weights and Dunnage	994	44							See Item.
Wire Transfer Fee	435	17							Domestic - \$32.00 for each wire transfer transaction. International - \$42.00 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> <ol style="list-style-type: none"> <li>Unless otherwise provided, this Tariff is governed by the following tariffs and by supplements thereto or successive issues thereof:  <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> </li> <li>Hazardous materials governed by the U.S. Department of Transportation hazardous materials regulations as published in C.F.R. chapter 1, subchapter C.</li> <li>For direct points of service, refer to the route guide available at the Carrier's website.</li> </ol>	<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> <ol style="list-style-type: none"> <li>The following Carriers participate in this tariff to the extent provided herein: <ol style="list-style-type: none"> <li>FedEx Freight, Inc. (FXFE)</li> <li>FedEx Freight Canada Corporation (FXFC)</li> <li>FedEx Freight de Mexico (FXFM)</li> </ol> </li> </ol>								
103	<p><b>OFFSHORE MARKETS</b></p> <ol style="list-style-type: none"> <li>Except as otherwise provided, when a shipment originates in or is destined to Hawaii, the shipment will be rated using a combination of rates. The portion of the movement between the FXF CFS (container freight station) facility and points in Hawaii will be rated using FXF 300. To the extent FXF 300 contains accessorial services and charges, the charges in FXF 300 will apply. All other accessorial services and charges will be found in FXF 100 Series Rules Tariff.</li> <li>Except as otherwise provided, when a shipment originates in or is destined to Alaska, the shipment will be rated using a combination of rates. The portion of the movement between the FXF CFS (container freight station) facility and points in Alaska will be rated using FXF 303. To the extent FXF 303 contains accessorial services and charges, the charges in FXF 303 will apply. All other accessorial services and charges will be found in FXF 100 Series Rules Tariff.</li> <li>Except as otherwise provided, when a shipment originates in or is destined to Puerto Rico, the shipment will be rated using a combination of rates. The portion of the movement between the FXF CFS (container freight station) facility and points in Puerto Rico will be rated using FXF 352. To the extent FXF 352 contains accessorial services and charges, the charges in FXF 352 will apply. All other accessorial services and charges will be found in FXF 100 Series Rules Tariff.</li> <li>Except as otherwise provided, when a shipment is destined to the US Virgin Islands, the shipment will be rated using a combination of rates. The portion of the movement from the FXF CFS (container freight station) facility to the port in the US Virgin Islands will be rated using FXF 370. To the extent FXF 370 contains accessorial services and charges, the charges in FXF 370 will apply. All other accessorial services and charges will be found in FXF 100 Series Rules Tariff.</li> </ol>								
115	<p><b>DEFINITIONS AND EXPLANATIONS OF TERMS</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>The term "Bill of Lading" will also include and mean "shipping order".</li> <li>The following definitions and explanation of terms will apply: <ul style="list-style-type: none"> <li><b>Agent</b> - Person authorized to act on another's behalf</li> <li><b>Absolute Minimum Charge (AMC)</b> - The minimum charge after application of all pricing terms.</li> <li><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.</li> <li><b>Assembler</b> - Carrier</li> <li><b>Assembly</b> - The consolidation of small shipments into a composite truckload or other unit of volume for a freight consolidator.</li> <li><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.</li> <li><b>Business Days</b> - Monday through Friday, excluding holidays</li> <li><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.</li> <li><b>Carrier</b> - FedEx Freight, Inc.</li> <li><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.</li> <li><b>COD</b> - Collect on Delivery</li> <li><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.</li> <li><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.</li> <li><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.</li> <li><b>Consolidation</b> - The combining of two or more LTL shipments at one point into a composite truckload or other unit of volume for transportation to another point.</li> <li><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.</li> <li><b>Container Freight Station (CFS)</b> - Locations where cargo or shipments may be loaded into a container, or locations where cargo or shipments may be unloaded from a container.</li> </ul> </li> </ol>								

**Rules Tariff – U.S. Section 1**

Item	Rule
115 (cont'd)	<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>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> <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., formerly FedEx Freight East, Inc. and FedEx Freight West, Inc.</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>HGB</b> - Household Goods Carriers Bureau Agent.</p> <p><b>Holidays (Canada)</b> - 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, 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 Saturday or Sunday, the following Monday will be considered as a holiday.</p> <p><b>Holidays (Mexico)</b> - New Year's Day, Constitution Anniversary, Benito Juarez Anniversary, Easter, Labor Day, Independence Day, Revolution Day, Change of Federal Government, Christmas, or any other day generally observed as a holiday by the Carrier at the point where the service is performed.</p> <p><b>Holidays (U.S.)</b> - New Year's 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>ICC</b> - Interstate Commerce Commission or its successors.</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>Logistics</b> - Logistics as used herein shall be defined as any Broker, Freight Forwarder, Third Party Logistics Provider or Agent of Shipper.</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>Lumper</b> - A lumper service is a third party service that provides loading and/or unloading services at a customer's or consignee's facility.</p> <p><b>Minimum Charge Floor (MCF)</b> - The minimum charge after application of all pricing terms.</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>NMF</b> - National Motor Freight Traffic Associations, Inc., Agent.</p> <p><b>NMFC</b> - National Motor Freight Classification.</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>Port</b> - The geographic area covered by the applicable Port Authority.</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>RVNX</b> - Released value not exceeding.</p>

(Continued on Following Page)

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>115</b> (cont'd)</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>Straight Truck</b> - A two or three axle vehicle ranging from 12 to 24 feet in length, propelled by mechanical power and used on a highway in transportation, with cab (driver compartment) separate from the cargo compartment and with or without liftgate.</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>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>Will Call</b> - Any shipment where there is a request to pickup freight at Carrier's service center.</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> <p><b>"**"</b> shall denote all forms of change, including cancellation.</p>
<p><b>150</b></p>	<p><b>INDEMNIFICATION</b></p> <p>1. Shipper shall indemnify, defend and hold harmless Carrier, including its respective officers, directors, agents, employees and parent, sister and other affiliated companies, from and against any and all claims, demands, losses, damages, costs and expenses (including reasonable attorney's fees, costs and expenses incidental thereto), connected with or resulting from injury to or death of any person; injury to property (excluding Customer's cargo), or to natural resources; violation of any local, state or federal law or regulation; or strict liability imposed by any law or regulation, arising out of the Shipper's (or its employees' or agents') negligent acts or omissions or willful misconduct or violation of any law or regulation, in connection with the services requested by Shipper and provided by Carrier hereunder. Carrier shall provide Shipper with (i) written notice of any such claim; and (ii) sole authority and control over the defense and/or settlement of such claim; and (iii) at the Shipper's request, such reasonable assistance and information as is available for the defense of such claim. In no event will Carrier be liable for any consequential, indirect, exemplary, punitive or special damages of any nature whether or not such damages were known or foreseeable.</p>
<p><b>160</b></p>	<p><b>LOGISTICS PROVIDERS</b></p> <p>(Unless otherwise provided, this Item applies only for Logistics, as defined in Item 115 and shall be in addition to all other terms and conditions of the Tariff.)</p> <p>1. SERVICE. Subject to reasonable requests, Carrier may transport such merchandise as Logistics may tender to Carrier, excluding any prohibited merchandise or articles described in Carrier's governing rules tariff. Additionally, the services by Carrier shall not include, and Logistics hereby agrees, represents and warrants that it shall not provide to Carrier, any freight that is destined to have any subsequent movement by any aircraft.</p> <p>2. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS. Logistics hereby represents and warrants that it is duly and legally qualified to operate as a property broker and/or freight forwarder in accordance with Applicable Law and maintains all insurance coverage as required by Applicable Law.</p> <p>3. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF LOGISTICS.</p> <p>A. Logistics warrants and represents that neither it nor its agents will represent its relationship with Carrier to be other than that of independent contractors;</p> <p>B. Logistics acknowledges and agrees that neither it nor its agents will represent to any third party that Logistics is authorized to bind Carrier or that Logistics is authorized to act on behalf of Carrier.</p> <p>C. Logistics warrants and represents that it will not tender any goods to Carrier hereunder if such tender would result in a breach of any understanding or agreement between Logistics and any Customer or other third-party. Specifically, Logistics warrants and represents that it will not tender any goods to Carrier which Logistics is prohibited from brokering or providing to third parties for transportation.</p> <p>D. Logistics represents and warrants that in the event any other motor carrier transports all or any portion of a shipment tendered to Carrier, for example, by way of an interline or interchange, Logistics shall be solely responsible for selecting such third party motor carrier.</p> <p>E. In the event that Logistics additionally holds authority from any regulatory authority to operate as a motor carrier, Logistics warrants and represents that any and all goods tendered to Carrier by Logistics hereunder shall be tendered pursuant to Logistics' property broker and/or freight forwarder authority.</p> <p>4. DISPOSITION OF CLAIMS. Logistics expressly acknowledges and agrees that Carrier's sole obligation with respect to cargo claims is owed to Logistics. As between Carrier and Logistics, Logistics hereby agrees, represents and warrants that it is solely responsible for any agreement or understanding with respect to cargo liability vis-à-vis the customers of Logistics ("Customer"). Logistics will indemnify and hold Carrier harmless from any claim made by any Customer or any third party claiming an interest in the goods tendered to Carrier by Logistics hereunder.</p> <p>5. REFUSAL OF SHIPMENT. In the event of refusal of a shipment by a consignee or in the event that Carrier, for any reason, is unable to deliver a shipment, Carrier shall notify Logistics. Carrier shall have reduced liability as a warehouseman for such shipments upon its placement of the shipment in a public warehouse or at its service center or storage facility. In no event shall Carrier's liability as a warehouseman exceed the maximum liability limitation amount set forth in this Tariff.</p> <p>6. INSURANCE. Logistics represents and warrants compliance with all insurance filing requirements imposed by all applicable law.</p>

**Rules Tariff – U.S. Section 1**

Item	Rule
160 (cont'd)	<p>7. INDEMNIFICATION. Logistics shall indemnify, defend and hold harmless Carrier, including its respective officers, directors, agents, employees and parent, sister and other affiliated companies, from and against any and all claims, demands, losses, damages, costs and expenses (including reasonable attorney's fees, costs and expenses incidental thereto), connected with or resulting from (i) violation of any local, state or federal law or regulation, (ii) breach of this Agreement or any representation or warranty contained herein, (iii) strict liability imposed by any law or regulation, (iv) injury to or death of any person; injury to property, or to natural resources; to the extent arising out of Logistics' or its Customer's (or its respective employees' or agents') negligent acts or omissions or willful misconduct in connection with the services requested by Logistics and provided by Carrier hereunder. Carrier shall provide Logistics with (1) written notice of any such claim; (2) sole authority and control over the defense and/or settlement of such claim; and (3) at Logistics' request, such reasonable assistance and information as is available for the defense of such claim at Logistics' expense. In no event will Carrier be liable for any consequential, indirect, exemplary, punitive or special damages of any nature whether or not such damages were known or foreseeable.</p>
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 100 Series Rules Tariff will apply.</p>
186	<p><b>FEDEX FREIGHT</b></p> <p>1. Where reference is made to FedEx Freight or FXF, provisions will apply for FedEx Freight® Priority. 2. Where reference is made to FedEx National LTL or FXNL, provisions will apply for FedEx Freight® Economy. 3. Except as otherwise provided, where reference is made to FXNL 501 rates effective at time of shipment or FXNL 501 series, the FXF 501 class rate tariff will apply. 4. Where reference is made to FXNL 100 rules tariff, the FXF 100 Series Rules Tariff will apply. 5. The FXF 1000 rates will apply where reference is made to the FXF 501 of FXNL 501 rates on shipments from Canada to the U.S. in publications with an original effective date prior to Feb. 6, 2012, or subsequent General Rate Increase updates.</p>
188	<p><b>DETERMINING PRODUCT SERVICES AND CHARGES</b></p> <p>FXF offers two service choices: FedEx Freight® Priority and FedEx Freight® Economy</p> <p>1. The Bill of Lading must be marked as to which service the customer wishes to use. 2. If the Bill of Lading is not marked clearly as to which service the customer wishes to use, the shipment will move via FedEx Freight Priority service and will be charged the applicable FedEx Freight Priority pricing.</p> <p>Note: FedEx Freight® Economy service is not available for Intra Canada shipments.</p>
190	<p><b>APPLICATION AND PRECEDENCE OF RULES AND TARIFFS</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. Accessorials, surcharges, fees and other charges set forth herein are not limited by nor intended to reflect Carrier's costs incurred. 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 U.S. 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. Rates for the Mexico portion of the shipments moving between points in the U.S. and/or points in Canada on the one hand and points in Mexico on the other are FXFM Door to Door as contained in the FXF 1000 series base rates. 11. FedEx Freight reserves 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 website 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>



**Rules Tariff – U.S. Section 1**

Item	Rule																																								
<p><b>191</b> (Revised 6-1-15) *</p>	<p><b>APPLICATION OF CUBE / DENSITY BASE RATES (APPLIES ONLY WHEN REFERENCE IS MADE HERETO)</b></p> <ol style="list-style-type: none"> <li>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.               <ol style="list-style-type: none"> <li>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.                   <ol style="list-style-type: none"> <li>1. Total weight, cube and density will be shown on the original Bill of Lading when tendered to Carrier at time of shipment.</li> </ol> </li> <li>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. See Item 192 – Calculation of Cube.</li> <li>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 7 herein).                   <ol style="list-style-type: none"> <li>1. 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.</li> </ol> </li> </ol> </li> <li>2. Dimensional weight in pounds is calculated by multiplying the total cubic feet of the shipment by 1728 then dividing by the dimensional weight factor. The final dimensional weight will be rounded up to the next whole pound.</li> <li>3. 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>4. 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>5. 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>6. 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>7. National Classification Committee Density Guidelines:               <table style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;"><u>A. MINIMUM AVERAGE DENSITY</u> (in pounds per cubic foot)</th> <th style="text-align: center;"><u>CLASS</u></th> <th style="text-align: left;"><u>MINIMUM AVERAGE DENSITY</u> (in pounds per cubic foot)</th> <th style="text-align: center;"><u>CLASS</u></th> </tr> </thead> <tbody> <tr><td>50</td><td style="text-align: center;">50</td><td>8</td><td style="text-align: center;">110</td></tr> <tr><td>35</td><td style="text-align: center;">55</td><td>7</td><td style="text-align: center;">125</td></tr> <tr><td>30</td><td style="text-align: center;">60</td><td>6</td><td style="text-align: center;">150</td></tr> <tr><td>22.5</td><td style="text-align: center;">65</td><td>5</td><td style="text-align: center;">175</td></tr> <tr><td>15</td><td style="text-align: center;">70</td><td>4</td><td style="text-align: center;">209</td></tr> <tr><td>13.5</td><td style="text-align: center;">77.5</td><td>3</td><td style="text-align: center;">250</td></tr> <tr><td>12</td><td style="text-align: center;">85</td><td>2</td><td style="text-align: center;">300</td></tr> <tr><td>10.5</td><td style="text-align: center;">92.5</td><td>1</td><td style="text-align: center;">400</td></tr> <tr><td>9</td><td style="text-align: center;">100</td><td>Less than 1</td><td style="text-align: center;">500</td></tr> </tbody> </table> <ol style="list-style-type: none"> <li>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.</li> </ol> </li> </ol>	<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	209	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>																																						
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9	100	Less than 1	500																																						
<p><b>192</b> (Effective 6-1-15)</p>	<p style="text-align: right;"><b>CUBE, CUBD</b></p> <p><b>CALCULATION OF CUBE</b></p> <ol style="list-style-type: none"> <li>1. In determining the cube of any piece or package, the extreme dimensions of length, width and depth including all containers, pallets, platforms, racks, reels, skids or projecting portions shall be used.</li> <li>2. Each item of the Bill of Lading shall be considered separately.</li> <li>3. On a single package of less than one cubic foot, the package shall be rated at one cubic foot.</li> <li>4. For conversion purposes, 1728 cubic inches equal one cubic foot.</li> <li>5. Cubic feet shall be calculated by multiplying length in inches by width in inches by depth in inches divided by 1728.</li> <li>6. On a single package in excess of one cubic foot, if the fraction is less than one-half (1/2) cubic foot, the fraction shall be dropped. If the fraction is one-half (1/2) cubic foot or greater, the fraction shall be taken to the next full cubic foot. On each item on a Bill of Lading consisting of two or more packages, actual dimensions to the third decimal place shall be used to determine the total measurements of all the packages. Where the total calculation results in a fraction, such fraction shall be dropped if less than one-half (1/2) cubic foot. If the fractions are one-half (1/2) cubic foot or over, the fraction shall be taken to the next full cubic foot.</li> </ol>																																								
<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. Shipments picked up by cartage agents or other carriers without authorization of FedEx Freight will not qualify for discounts.</li> <li>4. When the applicable pricing provisions require FedEx Freight 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 373.103.</li> </ol>																																								

**Rules Tariff – U.S. Section 1**

Item	Rule
195 (cont'd)	<p>7. 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 FXF 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 FXF 501 LTL Class Rate Tariff.</p> <p>8. Customer hereby agrees that any discounts and pricing programs provided to it are intended to be utilized only for Customer and that it will not allow its discounts or pricing programs to be used or utilized in any manner by any other customer, broker, freight forwarder, logistics and consulting organization or any other reseller of freight services. Carrier shall have the right to immediately terminate any and all discounts and pricing programs for any violation by Customer of this provision, which shall not be considered an election of remedies and shall be in addition to any other rights and remedies available to Carrier under law.</p> <p>9. Carrier reserves the right to modify, suspend or cancel pricing programs at its sole discretion at any time without notice.</p>
200	<p><b>APPLICATION OF ALLOWANCES, COMMISSIONS, AND OFF-BILL DISCOUNTS</b></p> <p>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.</p> <p>2. Unless otherwise indicated in specific individual allowance, commission, and off-bill publications, the following will apply for all allowances and off-bill discounts:</p> <p>A. Allowances, commissions, and off-bill discounts apply only when the specific requirements provided in individual publications are met.</p> <p>B. 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.</p> <p>C. Allowances or off-bill discounts will not be paid and will be considered forfeited if any of the following requirements are met</p> <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 total for that month is less than \$100.</li> </ol> <p>D. Commissions will not be paid and will be considered forfeited if any of the following requirements are met:</p> <ol style="list-style-type: none"> <li>1. Shipments weighing 20,000 pounds or more or rated as 20,000 pounds or more.</li> <li>2. Shipments moving on spot contracts (rates or charges quoted on specific movement per shipment).</li> <li>3. When for any one calendar month the otherwise applicable allowance and/or off-bill discount total for that month is less than \$100.00.</li> <li>4. The commission discount will be paid only on linehaul revenue and only to the extent provided in the Customer's individual published discount program.</li> </ol> <p>3. Unless otherwise indicated in individual pricing provisions, the following will apply:</p> <p>A. The following provision applies for the application of Loading allowances:</p> <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> <p>B. The following provision applies for the application of Unloading allowances:</p> <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> <p>C. The following provision applies for the application of pallet allowances: 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 revenue to determine the application of the volume dependent discount shown in individual pricing publication. The total qualifying revenue includes only linehaul charges accruing to the Carrier in connection with outbound prepaid and inbound collect single line shipments.</li> <li>2. The off-bill or volume dependent 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 or volume dependent 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 or volume dependent discount was published.</li> <li>f. Shipments rated at the published absolute minimum charge.</li> <li>g. Accessorial charges, fuel surcharges, and premium service charges such as, but not limited to, Close of Business Delivery and A.M. Delivery, shown as separate charges on individual invoices are specifically exempt from any off-bill discounts.</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>3. The off-bill or volume dependent discount will be paid only on linehaul revenue and only to the extent provided in the Customer's individual published discount program.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>220</b></p>	<p><b>LIABILITY - PUBLISHED TRANSIT TIMES</b></p> <p>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.</p>
<p><b>250</b> (Revised 2-2-15) *</p>	<p><b>CONFIDENTIALITY</b></p> <p>1. Consignee and Consignor agree that the terms of any Pricing or Transportation Agreement, including the attached pricing, are confidential and shall be held in strict confidence by all parties and may not be disclosed unless required by law. Consignee and Consignor agree not to post or publicly display the terms or the pricing. Carrier, Consignee and Consignor also agree that any discussions or negotiations regarding pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality. Notwithstanding the foregoing, disclosure by Carrier to subsidiaries, affiliates and related entities of Carrier is permitted without prior authorization.</p> <p>2. Carrier reserves the right, but is not required, to open and inspect any shipment with or without notice.</p>
<p><b>300</b></p>	<p><b>ADVANCING CHARGES</b> <span style="float: right;"><b>ADVC, ADVP</b></span> (Exception to NMFC Item 300)</p> <p>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.</p> <p>2. When charges incidental to the transportation of the shipment are to be advanced, the following handling charges will apply: A. 6.0% of the amount advanced, subject to a \$109.00 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.</p> <p>3. The term INCIDENTAL TO THE TRANSPORTATION OF THE SHIPMENT includes only the following: A. Inbound transportation charges and cost of preparing immediate transportation entry papers. Ocean transportation charges moving in foreign commerce will not be advanced. 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. 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.</p>
<p><b>360</b></p>	<p><b>BILLS OF LADING, FREIGHT BILLS AND STATEMENT OF CHARGES</b> <span style="float: right;"><b>CBLB, CBLP, PLWT</b></span> (Exception to NMFC Item 360)</p> <p>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.</p> <p>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.</p> <p>3. Except as provided in paragraph 2 herein, the provision of NMFC item 360 will apply, except upon request the following will be provided: A. Copies of freight bills, invoices, statements or proofs of delivery. B. Other forms or copies as may be required for submission with freight bills for payment.</p> <p>4. When Carrier receives a request to change or amend any aspect of the Carrier's Freight Bill from the responsible party, such as Consignor, Consignee or Third Party, the following provisions will apply: A. Requests to change the payor of the charges or the payment status from collect to prepaid or prepaid to collect will be subject to acceptance by the Carrier. The request must be made in writing. There will be a \$28.00 fee for this service. B. Requests 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. C. Requests to change the actual or released value of a commodity will not be accepted after the shipment has been delivered. D. Requests to change the commodity description, weight or pieces shall be accompanied by satisfactory written documentation acceptable to Carrier, such as original invoice or descriptive advertising copy. E. Requests must be made via corrected Bill of Lading, letter of authority or any other acceptable means with requestor's signature. F. Requests to change the debtor of FedEx Freight shipments for reasons other than Carrier error require a letter of authorization (LOA) from the new bill-to party only. If a true third party refuses the charges, the consignor may be billed without a LOA.</p> <p>5. Driver signature on the Bill of Lading only acknowledges receipt of freight. Terms and conditions of FFX 100 Series Rules Tariff and the Bill of Lading contract as provided in the NMFC will apply.</p> <p>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.</p> <p>7. Fees as stated in paragraph 4 subparagraph A are only applicable on shipments from, to, or between points within the U.S., including Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.</p> <p>8. Shipper acknowledges that any and all comments that may be included in the "Remarks" section of the Bill of Lading is for Carrier informational purposes only. Shipper further acknowledges that Carrier will not have any obligations or liabilities under any circumstances for any comments that may be included in such section.</p> <p>9. Unless otherwise provided, all weights will be shown in pounds. Not applicable for Mexico IMS shipments.</p> <p>10. When Customer's pricing program is published with a pallet weight waiver and/or allowance, Customer is required to list the pallet weight on the original bill of lading as a separate line item. If the Customer fails to list the pallet weight on the bill of lading, Carrier will assume the weight presented on the bill of lading to be the net weight of the commodities alone excluding any pallet weight. Carrier will apply a pallet weight calculation by multiplying the handling units times the pounds per pallet as published in the Customer's pricing program.</p>

**Rules Tariff – U.S. Section 1**

Item	Rule																																				
<b>361</b>	<p><b>REMITTANCE PROCESSING</b></p> <p>You must furnish with your payment the pro numbers to which your payment applies. Payment should be sent using your remittance advice to one of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">IF A CUSTOMER IS PAYING A FXF U.S. BILLED INVOICE AND THE PAYMENT IS RECEIVED BY:</th> <th style="width: 50%;">THEN REMIT TO</th> </tr> </thead> <tbody> <tr> <td>FedEx Envelope from any state</td> <td>FedEx Freight Lockbox 223125 500 Ross Street Room 154-0455 Pittsburgh, PA 15262</td> </tr> <tr> <td>U.S. Postal Service and who is not using electronic data interchange (EDI) and whose billing address is in: CT, DC, DE, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, VA, VT, or WV</td> <td>FedEx Freight  P.O. Box 223125 Pittsburgh, PA 15251-2125</td> </tr> <tr> <td>U.S. Postal Service and who is not using electronic data interchange (EDI) and whose billing address is in: AK, AL, AR, CO, FL, GA, IA, ID, IL, IN, KS, LA, MN, MO, MS, MT, ND, NE, NM, OK, SD, TN, TX, WA, WI, or WY</td> <td>FedEx Freight  Dept CH P.O. Box 10306 Palatine, IL 60055-0306</td> </tr> <tr> <td>U.S. Postal Service and who is not using electronic data interchange (EDI) and whose billing address is in: AZ, CA, HI, NV, OR, or UT</td> <td>FedEx Freight Dept LA P.O. Box 21415 Pasadena, CA 91185-1415</td> </tr> <tr> <td>Customers who receive their invoices via EDI and remit their payments via paper check should mail payment according to: <b>***Note: Customers using an EDI format for invoicing are required to submit remittance data electronically. Some invoice adjustment requests may also be transmitted electronically.</b></td> <td>The state assignment listed above</td> </tr> </tbody> </table>	IF A CUSTOMER IS PAYING A FXF U.S. BILLED INVOICE AND THE PAYMENT IS RECEIVED BY:	THEN REMIT TO	FedEx Envelope from any state	FedEx Freight Lockbox 223125 500 Ross Street Room 154-0455 Pittsburgh, PA 15262	U.S. Postal Service and who is not using electronic data interchange (EDI) and whose billing address is in: CT, DC, DE, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, VA, VT, or WV	FedEx Freight  P.O. Box 223125 Pittsburgh, PA 15251-2125	U.S. Postal Service and who is not using electronic data interchange (EDI) and whose billing address is in: AK, AL, AR, CO, FL, GA, IA, ID, IL, IN, KS, LA, MN, MO, MS, MT, ND, NE, NM, OK, SD, TN, TX, WA, WI, or WY	FedEx Freight  Dept CH P.O. Box 10306 Palatine, IL 60055-0306	U.S. Postal Service and who is not using electronic data interchange (EDI) and whose billing address is in: AZ, CA, HI, NV, OR, or UT	FedEx Freight Dept LA P.O. Box 21415 Pasadena, CA 91185-1415	Customers who receive their invoices via EDI and remit their payments via paper check should mail payment according to: <b>***Note: Customers using an EDI format for invoicing are required to submit remittance data electronically. Some invoice adjustment requests may also be transmitted electronically.</b>	The state assignment listed above																								
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<b>365</b>	<p><b>BULK MAIL</b> (Exception to NMFC Item 133940)</p> <ol style="list-style-type: none"> <li>The classification for Mail as found in NMFC Item 133940 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 U.S. and Foreign postal facilities, will be classed according to the actual commodity shipped.</li> </ol>																																				
<b>390</b>	<p style="text-align: right;"><b>FUVI</b></p> <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>The Capacity Load Minimum Charge is a combination of the Constant Shipment Charge per shipment plus the mileage charges which are calculated using the Variable Mileage Rate times the applicable direct miles between the origin and the destination using the HGB 100 Mileage Guide.</li> <li>The charges are designated for a loaded PUP (28 foot trailer) and for a loaded Set (2 PUPs – 56 feet) as applicable to the size of shipment and corresponding trailer capacity used. The Set price will also apply to a single trailer exceeding 29 feet in length.</li> <li>The destination state of the shipment determines which charges apply. The destination state is determined by three categories identified as "states List A or B or C", show immediately below.</li> <li>Excess freight loaded on the last pup or vehicle exceeding 29 feet in length that is not a capacity load as defined in part 2 will be considered a separate shipment and so rated.</li> </ol> </li> </ol> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Capacity Load Charges</th> <th colspan="2">Destination</th> <th colspan="2">Destination</th> <th colspan="2">Destination</th> </tr> <tr> <th>List A PUP</th> <th>List A SET</th> <th>List B PUP</th> <th>List B SET</th> <th>List C PUP</th> <th>List C SET</th> </tr> </thead> <tbody> <tr> <td>Constant Shipment Charge:</td> <td>\$ 442.00</td> <td>\$ 551.00</td> <td>\$ 442.00</td> <td>\$ 551.00</td> <td>\$ 442.00</td> <td>\$ 551.00</td> </tr> <tr> <td>Variable Mileage Rate:</td> <td>\$ 2.06</td> <td>\$ 3.60</td> <td>\$ 2.34</td> <td>\$ 4.26</td> <td>\$ 2.80</td> <td>\$ 5.07</td> </tr> </tbody> </table> <p>A Fuel Surcharge is applicable as: The charges are subject to the fuel surcharge as published in this tariff.</p> <p>States List A AL AR CA GA IL IN KY MO MS NC OH SC TN WI      States List B AZ DC DE IA ID KS LA MD MI MN NE NJ NV NY PA OK OR TX UT VA WA WV      States List C CO CT FL MA ME MT ND NH NM RI SD VT WY and all Canadian Points</p> <p>Example: 28 feet of loaded capacity from Atlanta, GA 30076 to Omaha, NE 68103 (975 miles)      Determined: PUP charges (≤28 feet), 975 mi. (30076-68103), List B (destination state NE)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Charges:</td> <td style="width: 30%;">constant shipment</td> <td style="width: 40%; text-align: right;">\$ 442.00</td> </tr> <tr> <td></td> <td>mileage variable</td> <td style="text-align: right;">\$ 2,281.50 (975 mi X \$2.34)</td> </tr> <tr> <td></td> <td>Total</td> <td style="text-align: right;">\$ 2,723.50 (before addition of fuel surcharge)</td> </tr> </table>	Capacity Load Charges	Destination		Destination		Destination		List A PUP	List A SET	List B PUP	List B SET	List C PUP	List C SET	Constant Shipment Charge:	\$ 442.00	\$ 551.00	\$ 442.00	\$ 551.00	\$ 442.00	\$ 551.00	Variable Mileage Rate:	\$ 2.06	\$ 3.60	\$ 2.34	\$ 4.26	\$ 2.80	\$ 5.07	Charges:	constant shipment	\$ 442.00		mileage variable	\$ 2,281.50 (975 mi X \$2.34)		Total	\$ 2,723.50 (before addition of fuel surcharge)
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**Rules Tariff – U.S. Section 1**

Item	Rule												
<p><b>390</b> (cont'd)</p>	<ol style="list-style-type: none"> <li>2. The terms LOADED TO CAPACITY or CAPACITY LOAD refer to the extent to which a pup, set or vehicle exceeding 29 feet in length is loaded with freight, each term meaning:               <ol style="list-style-type: none"> <li>A. That quantity of freight which, because of unusual shape or dimensions or because of necessity for segregation from other freight, requires the entire capacity of a pup, set or a vehicle exceeding 29 feet in length.</li> <li>B. That quantity of freight which, in the manner loaded, utilized a linear length of 20 feet or more and either of the following conditions apply:                   <ol style="list-style-type: none"> <li>1. Linear width of the freight is equal to or is greater than 5 feet in the pup(s) or vehicle; or</li> <li>2. 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>C. That quantity of freight that exceeds 20,000 pounds, or by weight or size exceeds that which can be legally loaded in a pup(s) or vehicle; or,</li> <li>D. 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> </ol> </li> <li>3. 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>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 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> <li>5. Combining of shipments as so stated in paragraph 5 above will not be applicable on shipments of different service types, FedEx Freight® Priority &amp; FedEx Freight® Economy.</li> <li>6. Shipments moving under the provisions of Item 759, Volume Services, are not subject to the provisions of this Item 390.</li> </ol>												
<p><b>404</b></p>	<p><b>MINIMUM CHARGE – ABSOLUTE</b></p> <ol style="list-style-type: none"> <li>1. Except as otherwise provided, the absolute minimum charge is \$138.00 for FedEx Freight® Priority shipments and \$132.00 for FedEx Freight® Economy shipments.</li> <li>2. Except as otherwise provided, the absolute minimum charge for shipments moving between points in the contiguous United States on the one hand, and points in Canada on the other hand, in connection with FedEx Freight Canada (FXFC) will be:       <ol style="list-style-type: none"> <li>A. FedEx Freight Priority shipments           <table border="0" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: left;"><u>CANADIAN PROVINCE</u></th> <th style="text-align: left;"><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td>BC, AB, ON, QC (formerly PQ), NB, MB, SK</td> <td>\$174.00</td> </tr> <tr> <td>NL (formerly NF), NS, PE, YT</td> <td>\$296.00</td> </tr> </tbody> </table> </li> <li>B. FedEx Freight Economy shipments           <table border="0" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: left;"><u>CANADIAN PROVINCE</u></th> <th style="text-align: left;"><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td>BC, AB, ON, QC (formerly PQ), NB, MB, SK</td> <td>\$168.00</td> </tr> <tr> <td>NL (formerly NF), NS, PE, YT</td> <td>\$290.00</td> </tr> </tbody> </table> </li> </ol> </li> <li>3. Except as otherwise provided, 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 \$105.00 for the Mexico portion of the move.</li> <li>4. Except as otherwise provided, FedEx Freight® Intra Canada – See Item 404-1-2B</li> <li>5. Except as otherwise provided, FedEx Freight® Intra Mexico – See Item 404-3</li> <li>6. Except as otherwise provided, 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 for the Alaska portion of the move.</li> <li>7. Except as otherwise provided, the absolute minimum charge for Hawaii shipments moving between points in the contiguous United States or Canada on the one hand, and points in Hawaii 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 300 for the Hawaii portion of the move.</li> <li>8. Except as otherwise provided, the absolute minimum charge for Puerto Rico shipments moving between points in the contiguous United States or Canada on the one hand, and points in Puerto Rico 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 352 for the Puerto Rico portion of the move.</li> <li>9. Except as otherwise provided, the absolute minimum charge for Central America, South America and Caribbean shipments moving from points in the contiguous United States or Canada to the port in Central America, South America and the Caribbean 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 370 for the ocean portion of the Central America, South America and the Caribbean move.</li> </ol>	<u>CANADIAN PROVINCE</u>	<u>AMOUNT</u>	BC, AB, ON, QC (formerly PQ), NB, MB, SK	\$174.00	NL (formerly NF), NS, PE, YT	\$296.00	<u>CANADIAN PROVINCE</u>	<u>AMOUNT</u>	BC, AB, ON, QC (formerly PQ), NB, MB, SK	\$168.00	NL (formerly NF), NS, PE, YT	\$290.00
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**Rules Tariff – U.S. Section 1**

Item	Rule									
<p><b>420</b> (Revised 6-1-15) *</p>	<p><b>CARRIER LIABILITY</b> <span style="float: right;"><b>UADV, ELCP, ELCC</b></span></p> <ol style="list-style-type: none"> <li>1. 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. <b>IN NO CASE WILL CARRIER BE LIABLE FOR ANY TYPE OF CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES,</b> 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>2. 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>3. Requests to add or change the valuation of any shipment will not be accepted, except as noted in paragraph 5.A herein.</li> <li>4. 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>5. 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>A. 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>1. 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="1" data-bbox="386 747 951 831" style="margin-left: 40px;"> <thead> <tr> <th>NMFC Item #</th> <th>Apply Class</th> <th>Subject to Maximum Liability of:</th> </tr> </thead> <tbody> <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> </tbody> </table> </li> <li>B. 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>6. 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>A. 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>1. Apply 100 percent of the customer's otherwise applicable charges as published in tariffs subject to this item.</li> <li>2. 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>B. 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>1. Apply \$1.11 per pound per package, subject to a minimum charge of \$183.00, in addition to 100 percent of the customer's otherwise applicable charges as published in tariffs subject to this item.</li> <li>2. 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 \$4.50 per pound per package has been requested for the used or reconditioned articles. When combined with the standard maximum liability of \$0.50 per pound per package, the total allowable coverage, including the purchased excess liability coverage, shall be \$5.00 per pound per package. 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 \$4.50 per pound per package."</li> <li>3. In no event shall Carrier's maximum liability for used or reconditioned articles exceed the actual value or \$5.00 per pound per package (including excess liability coverage), whichever is less, with a maximum of \$10,000 per incident.</li> </ol> </li> <li>C. In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall not be included when determining excess liability coverage or Carrier's maximum liability. <b>Additional liability coverage IS NOT AND WILL NOT BE CONSIDERED AS INSURANCE FOR THE CARGO.</b></li> </ol> </li> <li>7. Application of this paragraph is only while the shipment is in the Carrier's possession within points within the U.S. and cross border shipments between the U.S. 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 \$25.00 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>8. When the Consignor or Consignee requests EXCESS LIABILITY COVERAGE for new articles exceeding \$25.00 per pound per package, the following charges and provisions will apply:                 <ol style="list-style-type: none"> <li>A. 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 \$25.00 per pound per package. When combined with the standard maximum liability of \$25.00 per pound per package, the total allowable coverage, including the purchased excess liability coverage, shall be \$50.00 per pound per package. 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: (total amount of excess coverage requested in dollars per pound, not to exceed a maximum of \$25.00 per pound per package)."</li> <li>B. Charges for excess liability coverage will be assessed based on 3% of the requested excess liability coverage, subject to a minimum charge of \$81.00.</li> <li>C. In no event shall Carrier's maximum liability for new articles exceed the actual value of the articles or \$50.00 per pound per package (including excess liability coverage), 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 not be included when determining excess liability coverage or Carrier's maximum liability.</li> </ol> </li> </ol> </li> </ol>	NMFC Item #	Apply Class	Subject to Maximum Liability of:	149420	300	\$5 per pound	161850	125	\$1 per pound
NMFC Item #	Apply Class	Subject to Maximum Liability of:								
149420	300	\$5 per pound								
161850	125	\$1 per pound								

**Rules Tariff – U.S. Section 1**

Item	Rule
420 (cont'd)	<p>9. Excess liability coverage is not available for the following:</p> <ul style="list-style-type: none"> <li>A. Articles with actual, declared or released values as described in the NMFC.</li> <li>B. Articles listed in paragraph 6 and 10 herein may not be covered by the excess liability coverage set forth in paragraph 8.</li> <li>C. Excess liability contained within paragraph 8 herein, is expressly disallowed on shipments to points outside of the U.S., its possessions, or to points located in Canada. Any excess liability to points outside of the U.S., its possessions or to points located in Canada is the responsibility of the Shipper through the Shipper's own insurer.</li> <li>D. Shipments moving under provisions of Item 421 contained herein.</li> </ul> <p>10. For shipments moving from points in the U.S. 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 U.S., the following limitations of cargo liability provisions will apply:</p> <ul style="list-style-type: none"> <li>A. 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 or the applicable liability limitations referenced in this tariff Item 420.</li> </ul> <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 U.S. on the other, the following limitations of cargo liability provisions will apply:</p> <ul style="list-style-type: none"> <li>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.</li> <li>B. Excess liability coverage is not available on shipments moving within the Borders of Mexico; at the Border Gateway of Mexico; or for shipments moving from or to points in Mexico on the one hand and from or to points in the U.S. on the other hand.</li> <li>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, of this item will apply.</li> </ul> <p>13. The parties agree that FedEx Freight will be exempt from any obligation or liability that may arise from:</p> <ul style="list-style-type: none"> <li>A. Accidents or Acts of God, or from any other reasonable cause that is beyond FedEx Freight control;</li> <li>B. Governmental actions;</li> <li>C. Erasures or scratches caused by electric or magnetic damage or from any other damage to electronic, photographic or any other kind of images;</li> <li>D. Incomplete or inaccurate information stated in the SERVICE ORDER;</li> <li>E. 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 U.S., 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.</li> </ul> <p>14. 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 paragraph 13 of Item 420.</p> <p>15. 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> <p>16. The claimant will indemnify against any third party subrogation for cargo loss or damage over and above the maximum liability contained herein.</p>
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> <ul style="list-style-type: none"> <li>1. When reference is made to this item, and the shipment moves under FAK rates or Exception class, Carrier's liability will not exceed the maximum liability per pound for classes provided below.</li> <li>2. When the shipment moves under actual class provisions, standard liability limitations outlined in Item 420 will apply.</li> </ul>

**Rules Tariff – U.S. Section 1**

Item	Rule																																								
<p><b>421</b> (cont'd)</p>	<p>3. Claims will be based on a per pound per package basis; liability will not be determined on the weight of the entire shipment in question.</p> <p>4. 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 Liability per pound per package for class 70.</p> <p>5. Carrier's liability for loss or damage to any article(s) or part thereof for which the charges are determined by FAK 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.</p> <table border="1" data-bbox="300 367 1372 640"> <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> <p>6. 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 class or Exception class.</p> <p>7. There is no excess liability coverage available for published FAK class or Exception class pricing referring to this item.</p> <p>8. The claimant will indemnify against any third party subrogation for cargo loss or damage over and above the maximum liability contained herein.</p> <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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<p><b>430</b></p>	<p><b>COLLECT ON DELIVERY (COD) SHIPMENTS</b> <span style="float: right;"><b>CFC, CFP, CCFC, CCFP, CRFC, CRFP</b></span></p> <p>1. When a shipment is tendered to Carrier and is identified as a COD shipment, the following charges and provisions will apply:</p> <ul style="list-style-type: none"> <li>A. The maximum COD amount shall not exceed \$99,999.99.</li> <li>B. The COD amount is subject to a fee of 6.0% with a \$109.00 minimum charge.</li> <li>C. An additional \$36.00 charge shall be made for changes to the terms and conditions of the COD shipment.</li> <li>D. Unless otherwise stated on the Bill of Lading, COD fees and charges will be collected from the Consignee.</li> </ul> <p>2. The Consignor must clearly provide and specify the following:</p> <ul style="list-style-type: none"> <li>A. The letters "COD" will be placed immediately before the name of the Consignee and across the face of the Bill of Lading.</li> <li>B. The Bill of Lading containing all remittance information, that is: <ul style="list-style-type: none"> <li>1. COD amount, which shall include only product cost.</li> <li>2. Remit-to name, street, city, state and ZIP code.</li> <li>3. Identify the party responsible for the COD charges shown above, Consignor or Consignee.</li> <li>4. Acceptable form of payment (see Paragraph 3 herein). <ul style="list-style-type: none"> <li>a. Each package is to be plainly marked showing the letters "COD".</li> </ul> </li> </ul> </li> </ul> <p>3. The COD amount, COD fees and all applicable freight charges will be collected at time of delivery and will be subject to the following:</p> <ul style="list-style-type: none"> <li>A. Acceptable forms of payment for COD amounts, fees and charges from the Consignee are: <ul style="list-style-type: none"> <li>1. Cash, up to \$500.</li> <li>2. 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>3. When Consignor requests certified funds, Carrier will accept cashier's check, certified check or money order.</li> <li>4. No more than three (3) payment instruments will be accepted for any individual COD shipment.</li> <li>5. Carrier requires a separate check or instrument for its COD fee and freight charges but may request cash or certified funds.</li> <li>6. The COD amount will be collected in U.S. dollars unless otherwise stated on the Bill of Lading.</li> <li>7. When Consignor fails to specify acceptable form of payment, Carrier may accept any form of payment listed herein.</li> </ul> </li> <li>B. 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> </ul> <p>4. Carrier will remit each COD amount collected directly to the Consignor (or Payee if other than Consignor), within 15 days after delivery.</p> <p>5. Collection of COD amounts will be subject to the following:</p> <ul style="list-style-type: none"> <li>A. 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>B. 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>C. 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>D. 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>E. 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> </ul> <p>6. COD shipments will not be accepted if:</p> <ul style="list-style-type: none"> <li>A. COD packages are tendered on the same Bill of Lading with packages which are not COD.</li> <li>B. Instructions require COD amount to be collected from a party other than the Consignee.</li> </ul>																																								



**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>430</b> (cont'd)</p>	<ul style="list-style-type: none"> <li>C. The freight is subject to inspection or testing by Consignee.</li> <li>D. Partial delivery is requested.</li> <li>E. Instructions require multiple COD amounts.</li> <li>F. Instructions require payments to be remitted to more than one Payee.</li> <li>G. COD shipment is not destined to a point within the United States or Canada or Puerto Rico.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>
<p><b>435</b></p>	<p style="text-align: right;"><b>WIRE, WIRI, NSF, NSFP, NSFC</b></p> <p><b>COLLECTION OF CHARGES AND EXTENSION OF CREDIT</b></p> <ul 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: <ul style="list-style-type: none"> <li>A. For 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 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 a 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: <ul style="list-style-type: none"> <li>1. Shipments moving on Government Bills of Lading.</li> <li>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.</li> </ul> </li> <li>H. Except as otherwise provided, rates and charges contained herein are expressed in U.S. Currency.</li> <li>I. Except as otherwise provided, payment of freight charges will be in U.S. Currency.</li> </ul> </li> <li>2. EXTENSION OF CREDIT for charges accruing may be provided to Consignor/Consignee as follows: <ul 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: <ul 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> </ul> </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: <ul style="list-style-type: none"> <li>1. For Domestic, \$32.00 for each wire transfer transaction.</li> <li>2. For International, \$42.00 for each wire transfer transaction.</li> </ul> </li> </ul> </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: <ul 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 originating 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> </ul> </li> <li>4. When checks or similar instruments tendered Carrier are returned to Carrier unpaid, the following service charge will apply: <ul style="list-style-type: none"> <li>A. \$81.00 for each check or similar instrument.</li> </ul> </li> <li>5. If the Carrier is forced to utilize an outside collection source, the following provisions will apply: <ul style="list-style-type: none"> <li>A. Revocation of all applicable discounts and allowances, resulting in collection of gross charges.</li> </ul> </li> <li>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.</li> <li>7. Payments made on a debtor's account may be applied to any unpaid invoice issued on that account.</li> </ul>

**Rules Tariff – U.S. Section 1**

Item	Rule										
480	<p><b>CUSTOMS OR INBOND FREIGHT</b> <span style="float: right;"><b>INBC</b></span></p> <ol style="list-style-type: none"> <li>1. When shipments move under U.S. Customs Bond to a point in the United States, the following charges will apply per shipment:               <ol style="list-style-type: none"> <li>A. Each movement from, to or between U.S. Customs Clearance location(s) will be considered a separate movement and the following CUSTOMS OR IN BOND charges will apply:                   <ol style="list-style-type: none"> <li>1. \$4.79 per cwt., subject to a minimum charge of \$95.00. Maximum charge per pup or vehicle will be \$444.00.                       <ol style="list-style-type: none"> <li>a. Includes freight moving from site to initial pickup to another site for Customs clearance prior to departure from port facilities.</li> <li>b. For movements requiring the use of more than one trailer, each trailer will be considered a separate shipment when determining charges under this item.</li> </ol> </li> </ol> </li> <li>2. 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>A. Not applicable for shipments moving from or to Canada when U.S. Customs Clearance is performed at ports on the U.S. – Canada border or adjacent thereto,</li> </ol> </li> <li>3. Shipments moving in bond will not be afforded stop-offs, split pickups, or split deliveries. In bond freight will not be allowed to move on the same Bill of Lading as freight not moving in bond.</li> <li>4. Shipments held for U.S. Customs clearance will be subject to applicable detention or storage charges. Such charges will be assessed against the party responsible for 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>5. Each Transportation Entry and Manifest of Goods Subject to Customs Inspections and Permit-CBP Form # 7512 (regardless of Class of Entry) issued will be considered as a separate shipment and accompanied by one Bill of Lading. This Paragraph will not apply to shipments subject to truckload rates or commodity or class rates subject to a minimum weight of 20,000 pounds or more moving between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs warehouse.</li> <li>6. Shipments picked up in the U.S. and consigned for export outside the U.S. that require advance coordination before export are allowed five business days based on the date of pickup. This coordination may include advance customs entry, export registration, bond cancellation, or any required process that may delay the export the shipment. After five business days the shipment will be subject to Storage Rules as prescribed in <u>Item 910</u>.</li> </ol> </li> </ol>										
481	<p><b>U.S./CANADA CROSS BORDER PROCESSING FEE</b> <span style="float: right;"><b>BCFB</b></span></p> <ol style="list-style-type: none"> <li>1. A processing fee of \$19.00 will apply on all cross border shipments moving between points in Canada and points in the United States. This fee will be billed to and payable by the party responsible for the line haul freight charges and will be in addition to all other applicable charges.</li> </ol>										
500	<p><b>DETENTION</b> <span style="float: right;"><b>DENP, DUNC, DUNP</b></span></p> <ol style="list-style-type: none"> <li>1. 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>2. Free time will begin when Carrier notifies Consignor/Consignee that the pup/set 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. \$46.00 per pup for each 15 minutes or fraction thereof, subject to a minimum charge of \$52.00.</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 1,000 lbs.</td> <td>15 minutes</td> </tr> <tr> <td>a.2. 1,000 through 4,999 lbs.</td> <td>30 minutes</td> </tr> <tr> <td>a.3. 5,000 through 9,999 lbs.</td> <td>40 minutes</td> </tr> <tr> <td>a.5. 10,000 lbs. or more</td> <td>60 minutes</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. FedEx Freight shall have the right to collect charges from the Payor in the case of both loading or 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 pup/set or vehicle without power remain. Free time will cease, and DETENTION without Power will begin with applicable free time.</li> <li>b. 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> </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> <li>B. For DETENTION without Power, the following charges and provisions will apply:       <ol style="list-style-type: none"> <li>1. \$148.00 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>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 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> </ol> </li> </ol>	<u>WEIGHT PER STOP</u>	<u>FREE TIME PER STOP</u>	a.1. Less than 1,000 lbs.	15 minutes	a.2. 1,000 through 4,999 lbs.	30 minutes	a.3. 5,000 through 9,999 lbs.	40 minutes	a.5. 10,000 lbs. or more	60 minutes
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**Rules Tariff – U.S. Section 1**

Item	Rule
500 (cont'd)	<ol style="list-style-type: none"> <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 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>5. 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>
510	<p style="text-align: center;"><b>DRAYAGE SERVICE – LAREDO, TX</b> <span style="float: right;"><b>DYMX, DYMC, DYEM</b></span></p> <ol style="list-style-type: none"> <li>1. 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>A. \$171.00 per shipment when using bridge at Laredo. (DYMX)</li> <li>B. \$233.00 per shipment when using bridge at Colombia. (DYMC)</li> </ol> </li> <li>2. 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 \$117.00 per empty pup or vehicle (DYEM).</li> </ol>
520	<p style="text-align: center;"><b>EXHIBITION PARAPHERNALIA &amp; EXHIBITION SITES</b> <span style="float: right;"><b>COBO, JJCC, PRCC, EXBC, EXBS, MCPL</b></span></p> <ol style="list-style-type: none"> <li>1. Apply Class 150 on Exhibition Paraphernalia, Items 154630 through 154638, in lieu of the class rating in the NMFC.</li> <li>2. Shipments picked up or delivered to exhibition sites will be subject to the following rating and charges: <ol style="list-style-type: none"> <li>A. The shipment will be rated at the greater of: class 150; actual class; or the applicable exception class.</li> <li>B. \$116.00 per shipment additional charge, except shipments picked up or delivered to Jacob K. Javits Convention Center, New York, NY; Pier 92 Convention Center, New York, NY; Pier 94 Convention Center, New York, NY; McCormick Place, Chicago, IL or Cobo Hall, Detroit, MI which receive an additional charge of \$25.63 per cwt subject to a minimum charge of \$383.00 per shipment.</li> </ol> </li> <li>3. Freight charges must be prepaid on all shipments consigned to tradeshow or exhibition sites.</li> <li>4. Shipment subject to Item 520, that exceed free time as allowed for in Item 500, FXF 100 series rules tariff, will be charged an additional \$111.00 per shipment instead of the detention charges as stated in Item 500, FXF 100 series rules tariff.</li> </ol>
530	<p style="text-align: center;"><b>EXTREME LENGTH</b> <span style="float: right;"><b>XLGH</b></span></p> <ol style="list-style-type: none"> <li>1. When shipments contain any shipping unit or piece with a dimension of 15 feet or greater in length, the following charges will apply: <ol style="list-style-type: none"> <li>A. \$81.00 per shipment, in addition to the otherwise applicable rates and charges.</li> </ol> </li> <li>2. 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>3. Provisions of this item not applicable on Intra Mexico shipments.</li> </ol>
560	<p style="text-align: center;"><b>EXTRA LABOR</b> <span style="float: right;"><b>LBRC, LBRP</b></span></p> <ol style="list-style-type: none"> <li>1. When Consignor/Consignee requests extra labor be furnished for loading, unloading, blocking or bracing, or similar services, and labor is available, the following charges will apply: <ol style="list-style-type: none"> <li>A. \$99.00 per person for each hour or fraction thereof, subject to a minimum charge of \$391.00.</li> </ol> </li> <li>2. Time will be computed from the time the extra labor departs from Carrier's service center through its return to the service center, excluding any time servicing other Customers.</li> <li>3. When service is provided during non-business time as defined in Item 115, charges stated in Item 560 are not applicable. Refer to Item 753 for applicable charges.</li> </ol>
561	<p style="text-align: center;"><b>OVERWEIGHT SERVICES</b></p> <ol style="list-style-type: none"> <li>1. 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>A. If during normal business hours, \$99.00 per person for each hour or fraction thereof, subject to a minimum charge of \$391.00.</li> <li>B. If during non-business hours and/or non-business days as defined in Item 115 herein, \$161.00 per person per hour or fraction thereof, subject to a minimum charge of \$391.00 per person for non-business hours and \$604.00 per person for non-business days.</li> <li>C. Charges will be computed from the time Carrier departs its service center until its return thereto.</li> </ol> </li> <li>2. 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>3. Carrier liability will be limited to not greater than \$0.50 per pound per incident.</li> <li>4. 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>5. 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>6. 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>7. Carrier is not obligated to perform such services as so stated, even though they may be requested.</li> </ol>
565	<p style="text-align: center;"><b>HANDLING CHARGE</b> <span style="float: right;"><b>CROS</b></span></p> <ol style="list-style-type: none"> <li>1. When Consignor/Consignee or another transportation provider requests Carrier's facilities be furnished to temporarily store (not to exceed 24 hours) or handle a shipment, the following charges will apply: <ol style="list-style-type: none"> <li>A. \$7.63 per cwt., subject to a minimum charge of \$60.00.</li> </ol> </li> <li>2. Unless otherwise indicated, charges will be payable by the party responsible for payment of the linehaul charges.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule																																																																																																																																																																																																																		
<b>566</b>	<p><b>INSIDE PICKUP OR DELIVERY</b> <span style="float: right;"><b>IDC, IDP, IPP, IPC</b></span></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>\$10.87 per cwt., subject to a minimum charge of \$114.00. Maximum charge will be \$1,149.00 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>																																																																																																																																																																																																																		
<b>570</b> (Revised 2-2-15) *	<p><b>FUEL SURCHARGE</b> <span style="float: right;"><b>FSCL, FSCT</b></span></p> <ol style="list-style-type: none"> <li>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.</li> <li>LTL &amp; TL rated shipments will be subject to the same percentage of Fuel Surcharge.</li> </ol> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>When the EIA Fuel Index is AT LEAST:</th> <th>The LTL &amp; TL Fuel Surcharge will be:</th> <th>When the EIA Fuel Index is AT LEAST:</th> <th>The LTL &amp; TL Fuel Surcharge will be:</th> <th>When the EIA Fuel Index is AT LEAST:</th> <th>The LTL &amp; TL Fuel Surcharge will be:</th> </tr> </thead> <tbody> <tr><td>200</td><td>18.60%</td><td>234</td><td>20.30%</td><td>268</td><td>22.00%</td></tr> <tr><td>201</td><td>18.70%</td><td>235</td><td>20.40%</td><td>269</td><td>22.10%</td></tr> <tr><td>202</td><td>18.70%</td><td>236</td><td>20.40%</td><td>270</td><td>22.10%</td></tr> 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218	19.50%	252	21.20%	286	22.90%																																																																																																																																																																																																														
219	19.60%	253	21.30%	287	23.00%																																																																																																																																																																																																														
220	19.60%	254	21.30%	288	23.00%																																																																																																																																																																																																														
221	19.70%	255	21.40%	289	23.10%																																																																																																																																																																																																														
222	19.70%	256	21.40%	290	23.10%																																																																																																																																																																																																														
223	19.80%	257	21.50%	291	23.20%																																																																																																																																																																																																														
224	19.80%	258	21.50%	292	23.20%																																																																																																																																																																																																														
225	19.90%	259	21.60%	293	23.30%																																																																																																																																																																																																														
226	19.90%	260	21.60%	294	23.30%																																																																																																																																																																																																														
227	20.00%	261	21.70%	295	23.40%																																																																																																																																																																																																														
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229	20.10%	263	21.80%	297	23.50%																																																																																																																																																																																																														
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**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:
	302	23.70%	335	25.40%	368	27.00%
	303	23.80%	336	25.40%	369	27.10%
	304	23.80%	337	25.50%	370	27.10%
	305	23.90%	338	25.50%	371	27.20%
	306	23.90%	339	25.60%	372	27.20%
	307	24.00%	340	25.60%	373	27.30%
	308	24.00%	341	25.70%	374	27.30%
	309	24.10%	342	25.70%	375	27.40%
	310	24.10%	343	25.80%	376	27.40%
	311	24.20%	344	25.80%	377	27.50%
	312	24.20%	345	25.90%	378	27.50%
	313	24.30%	346	25.90%	379	27.60%
	314	24.30%	347	26.00%	380	27.60%
	315	24.40%	348	26.00%	381	27.70%
	316	24.40%	349	26.10%	382	27.70%
	317	24.50%	350	26.10%	383	27.80%
	318	24.50%	351	26.20%	384	27.80%
	319	24.60%	352	26.20%	385	27.90%
	320	24.60%	353	26.30%	386	27.90%
	321	24.70%	354	26.30%	387	28.00%
	322	24.70%	355	26.40%	388	28.00%
	323	24.80%	356	26.40%	389	28.10%
	324	24.80%	357	26.50%	390	28.10%
	325	24.90%	358	26.50%	391	28.20%
	326	24.90%	359	26.60%	392	28.20%
	327	25.00%	360	26.60%	393	28.30%
	328	25.00%	361	26.70%	394	28.30%
	329	25.10%	362	26.70%	395	28.40%
	330	25.10%	363	26.80%	396	28.40%
	331	25.20%	364	26.80%	397	28.50%
	332	25.20%	365	26.90%	398	28.50%
	333	25.30%	366	26.90%	399	28.60%
	334	25.30%	367	27.00%	400	28.60%

Note 1: The EIA (Energy Information Administration) fuel index 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.

Note 2: Fuel surcharge in this tariff will not apply to IMS or Mexico portion of shipments moving between the U.S. and Mexico

Note 3: Fuel surcharge percentages and associated trigger points are subject to change without notice. If the fuel surcharge drops below 18.6% or rises above 28.6%, the table above will be updated.

**Rules Tariff – U.S. Section 1**

Item	Rule
578	<p><b>SHIPPER LOAD OR CONSIGNEE UNLOAD</b></p> <ol style="list-style-type: none"> <li>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:             <ol style="list-style-type: none"> <li>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:                 <ol style="list-style-type: none"> <li>1. At pickup, 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, in which case such notice shall be provided within 24 hours following the next business day. Carrier will not 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 overages, as mutually agreeable, to offset their liability on valid claims.</li> <li>5. Except as otherwise provided, Carrier will accept liability for any loss or damage to product that has not been properly reported as lost or damaged by Carrier unless the loss or damage is one of the concealed nature. In this respect, Carrier and Shipper agree to settle concealed damage claims, reported within 15 days of delivery, based on supporting facts and merits of the investigation.</li> <li>6. 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>7. Carrier agrees not to decline liability of claims just because the Bill of Lading is noted "SL&amp;C". Carrier will 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. All terms and conditions of the Bill of Lading Contract, which are not inconsistent with Item 578 herein, will apply.</li> <li>8. Freight claims liability is subject to limitations as defined in FFX 100 series Rules Tariff or liability terms of the signed Transportation Agreement in effect at the time of the shipment is tendered.</li> <li>9. Shipper agrees that it will not utilize Carrier equipment for any use other than the express purpose of Item 578. Upon receipt of the trailer, the trailer and its contents become the responsibility of the Shipper. Precautions must be taken as necessary to protect the equipment and its contents from theft, damage or other hazards.</li> <li>10. Shipper agrees that it will accept liability for any and all damages occurring to Carrier's equipment, or for the loss of Carrier's equipment, while in Shipper's physical possession, other than normal wear and tear or an Act of God. Shipper will promptly reimburse Carrier for cost of repairing or replacing such equipment.</li> </ol> </li> <li>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:                 <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.</li> <li>2. Consignee agrees it will not utilize Carrier's equipment for any use other than the express purpose of Item 578 herein. Upon receipt of the trailer, the trailer and its contents become the responsibility of the Consignee. Precautions must be taken as necessary to protect the equipment and its contents from theft, damage or other hazards.</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 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>6. Carrier or its agent will provide two (2) copies of the delivery manifest that will serve as delivery receipt and a discrepancy reporting form for each shipment in the trailer. Upon receipt of the trailer, Consignee will sign and date the delivery manifest. Consignee's signature on the trailer manifest represents receipt of the trailer, contents and condition of contents unknown. Carrier or its agent will retain a copy of the signed trailer delivery manifest to establish the date that the trailer was dropped for Consignee unloading.</li> <li>7. Consignee agrees to notify Carrier by fax of any exceptions of their provided copy of the trailer manifest, within 24 hours (not including weekends or holidays) of the trailer being dropped. Carrier shall not be liable for exceptions reported after 24 hours of trailer being dropped.                     <ol style="list-style-type: none"> <li>a. Any instance of short or damage must be noted on all copies of the delivery manifest as the trailer is unloaded.</li> <li>b. Instances of 'No Bill' (freight with no bill) should be telephoned to Carrier's delivery service center or agent immediately for resolution. Consignee will record 'No Bill' exceptions on all copies of the delivery manifest, showing the shipper of the goods, the number of pieces received, and a description of the freight, as well as, any markings such as Purchase Order or shipper number that might be on the freight.</li> <li>c. Overages should be recorded on all copies of the delivery manifest. Consignee will record the number of pieces over and a description of the freight.</li> <li>d. Mis-sorts (freight not marked for Consignee) must be recorded on all copies of the delivery manifest and must be returned to Carrier or its agent when the empty trailer is picked up.</li> <li>e. Consignee will record all instances of short or damage on all copies of the deliver manifest next to the appropriate shipment data. When possible, a full description of the product damaged or short will be provided. Notice of any exception is to be faxed on the provided manifest to the Carrier's delivery service center or agent.</li> <li>f. Consignee will report concealed damage to Carrier or its agent immediately upon discovery. All product and packaging will be held for inspection.</li> </ol> </li> </ol> </li> </ol> </li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
578 (cont'd)	<p>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.</p> <p>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.</p> <p>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.</p> <p>11. The burden is Carrier's to provide a clear proof of delivery. It is the Claimant's responsibility to provide a properly reported discrepancy with dated fax confirmation for payment of the claim. The Consignee agrees not to file claims or take deductions when discrepancies have not been properly reported.</p> <p>12. Liability:</p> <ul style="list-style-type: none"> <li>a. Exceptions recorded and reported in accordance with Item 578 will be the liability of Carrier.</li> <li>b. Exceptions not recorded and reported in accordance with Item 578 will be the liability of Consignee. Resulting claim(s) regardless of party filing will be the responsibility of Consignee.</li> <li>c. Freight claims liability is subject to limitations as defined in the FXF 100 series Rules Tariff or liability terms of the signed transportation contract between Consignee and Carrier in effect at the time of the shipment is tendered.</li> </ul>
579	<p><b>LUMPER FEES</b> <span style="float: right;"><b>LMPC, LMPP, LMPB</b></span></p> <ol style="list-style-type: none"> <li>1. A lumper service is a third party service that provides loading and/or unloading services at a customer's or consignee's facility.</li> <li>2. If FedEx Freight is required by the Customer or the Consignee to utilize the services of a lumper service to complete pickup and/or delivery in an efficient and cost effective manner the fee will be \$1.71 cwt, subject to a minimum charge of \$23.00 per shipment.</li> <li>3. Lumper service fees accruing under this item shall be borne by the debtor of the freight bill.</li> <li>4. Charges found in Item 887, sorting and segregating, will not apply on shipments subject to this item.</li> </ol>
580	<p><b>MARKING OR TAGGING FREIGHT</b> <span style="float: right;"><b>LBLC, LBLP</b></span> (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: <ul 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. \$.22 per package or piece of freight, subject to a minimum charge of \$74.00 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> </ul> </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: <ul 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 100292 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 item, see Item 404 herein.</li> </ul> </li> </ol>
613	<p><b>CUBIC CAPACITY AND DENSITY – MINIMUM CHARGE</b> <span style="float: right;"><b>CCD</b></span></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: <ul 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 for FedEx Freight® Priority shipments or FXF 501 class rate tariff applicable at time of shipment for FedEx Freight® Economy shipments 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> </ul> </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, whichever is greater. 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> <li>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.</li> <li>5. Combining of shipments as so stated in paragraph 4 above will not be applicable on shipments of different service types, FedEx Freight Priority &amp; FedEx Freight Economy.</li> <li>6. This item will not apply on shipments subject to EXCLUSIVE USE or CAPACITY LOAD rules, or to TL or volume rates and charges.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule																										
614	<p><b>CUBIC CAPACITY AND DENSITY – MINIMUM CHARGE</b> <span style="float: right;"><b>CCD</b></span></p> <p>(Applicable only when reference is made to this item)</p> <ol style="list-style-type: none"> <li>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:               <ol style="list-style-type: none"> <li>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 for FedEx Freight® Priority shipments or FXF 501 class rate tariff applicable at time of shipment for FedEx Freight® Economy shipments. No other discount, reduction or allowance will apply.</li> <li>Overflow freight will be charged as a separate shipment and so rated.</li> </ol> </li> <li>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>Average density is based on the total cubic feet of each package/handling unit of the shipment, whichever is greater. 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.</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 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.</li> <li>Combining of shipments as so stated in paragraph 4 above will not be applicable on shipments of different service types, FedEx Freight Priority &amp; FedEx Freight Economy.</li> <li>This item will not apply on shipments subject to EXCLUSIVE USE or CAPACITY LOAD rules, or to TL or volume rates and charges.</li> </ol>																										
620	<p><b>VEHICLE FURNISHED BUT NOT USED</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>Charges are \$411.00 per unit of equipment per day or fraction thereof.</li> </ol>																										
640	<p><b>MIXED SHIPMENTS AND ARTICLES CLASSIFIED BY WEIGHT OR QUANTITY</b></p> <p>(Exception to Section 3.(a) of NMFC Item 640)</p> <ol style="list-style-type: none"> <li>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.</li> <li><b>If Density is:</b> <b>Apply Class for rating purposes:</b> <table border="0" style="width: 100%;"> <tr><td>Less than 1 pcf</td><td style="text-align: right;">400</td></tr> <tr><td>1 pcf but less than 2 pcf</td><td style="text-align: right;">300</td></tr> <tr><td>2 pcf but less than 4 pcf</td><td style="text-align: right;">250</td></tr> <tr><td>4 pcf but less than 6 pcf</td><td style="text-align: right;">150</td></tr> <tr><td>6 pcf but less than 8 pcf</td><td style="text-align: right;">125</td></tr> <tr><td>8 pcf but less than 10 pcf</td><td style="text-align: right;">100</td></tr> <tr><td>10 pcf but less than 12 pcf</td><td style="text-align: right;">92.5</td></tr> <tr><td>12 pcf but less than 15 pcf</td><td style="text-align: right;">85</td></tr> <tr><td>15 pcf but less than 22.5 pcf</td><td style="text-align: right;">70</td></tr> <tr><td>22.5 pcf but less than 30 pcf</td><td style="text-align: right;">65</td></tr> <tr><td>30 pcf but less than 35 pcf</td><td style="text-align: right;">60</td></tr> <tr><td>35 pcf but less than 50 pcf</td><td style="text-align: right;">55</td></tr> <tr><td>50 pcf or greater</td><td style="text-align: right;">50</td></tr> </table> </li> </ol>	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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35 pcf but less than 50 pcf	55																										
50 pcf or greater	50																										
680	<p><b>PACKING OR PACKAGING - GENERAL</b></p> <p>(Exception to Section 1.(a) Note 2 (a and b) of NMFC Item 680)</p> <ol style="list-style-type: none"> <li>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.</li> <li><b>If Density is:</b> <b>Apply Class for rating purposes:</b> <table border="0" style="width: 100%;"> <tr><td>Less than 1 pcf</td><td style="text-align: right;">400</td></tr> <tr><td>1 pcf but less than 2 pcf</td><td style="text-align: right;">300</td></tr> <tr><td>2 pcf but less than 4 pcf</td><td style="text-align: right;">250</td></tr> <tr><td>4 pcf but less than 6 pcf</td><td style="text-align: right;">150</td></tr> <tr><td>6 pcf but less than 8 pcf</td><td style="text-align: right;">125</td></tr> <tr><td>8 pcf but less than 10 pcf</td><td style="text-align: right;">100</td></tr> <tr><td>10 pcf but less than 12 pcf</td><td style="text-align: right;">92.5</td></tr> <tr><td>12 pcf but less than 15 pcf</td><td style="text-align: right;">85</td></tr> <tr><td>15 pcf but less than 22.5 pcf</td><td style="text-align: right;">70</td></tr> <tr><td>22.5 pcf but less than 30 pcf</td><td style="text-align: right;">65</td></tr> <tr><td>30 pcf but less than 35 pcf</td><td style="text-align: right;">60</td></tr> <tr><td>35 pcf but less than 50 pcf</td><td style="text-align: right;">55</td></tr> <tr><td>50 pcf or greater</td><td style="text-align: right;">50</td></tr> </table> </li> </ol>	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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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																										



**Rules Tariff – U.S. Section 1**

Item	Rule																																																																																																				
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 \$101.00 service charge.</p>																																																																																																				
749	<p><b>DELIVERY CHARGE</b> <span style="float: right;"><b>DC01, DC02, DC03, DC04</b></span></p> <p>1. Shipments delivered to the service area shown below will be subject to an additional charge per shipment.</p> <table border="1" data-bbox="308 289 799 462"> <thead> <tr> <th>Area (See Definition)</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Williston and Minot, ND</td> <td>\$85.00</td> </tr> <tr> <td>Midland and Odessa, TX</td> <td>\$126.00</td> </tr> <tr> <td>Navy Pier, Chicago, IL</td> <td>\$57.00</td> </tr> <tr> <td>Puget Sound, WA</td> <td>\$285.00</td> </tr> </tbody> </table> <p>2. The charge will be in addition to all other lawful charges and will be collected from the payor of the freight charges.</p> <p>Area Definition: Williston and Minot, ND ZIP codes</p> <table border="1" data-bbox="308 535 1485 667"> <tbody> <tr><td>58718</td><td>58727</td><td>58737</td><td>58765</td><td>58776</td><td>58801</td><td>58835</td><td>58845</td><td>58856</td></tr> <tr><td>58721</td><td>58730</td><td>58746</td><td>58769</td><td>58784</td><td>58802</td><td>58838</td><td>58849</td><td></td></tr> <tr><td>58722</td><td>58733</td><td>58752</td><td>58772</td><td>58794</td><td>58830</td><td>58843</td><td>58852</td><td></td></tr> <tr><td>58725</td><td>58734</td><td>58755</td><td>58773</td><td>58795</td><td>58833</td><td>58844</td><td>58853</td><td></td></tr> </tbody> </table> <p>Area Definition: Midland and Odessa, TX and NM ZIP codes</p> <table border="1" data-bbox="308 718 1485 814"> <tbody> <tr><td>78851</td><td>79710-79714</td><td>79733-79735</td><td>79752</td><td>79768-79770</td><td>79780-79783</td><td>79830-79832</td><td>79845-79846</td><td>79854</td></tr> <tr><td>79511</td><td>79718-79721</td><td>79738-79745</td><td>79754-79756</td><td>79772</td><td>79785-79786</td><td>79834</td><td>79848</td><td>88231</td></tr> <tr><td>79701-79708</td><td>79730-79731</td><td>79748-79749</td><td>79758-79766</td><td>79776-79778</td><td>79788-79789</td><td>79842-79843</td><td>79852</td><td>88252</td></tr> </tbody> </table> <p>Area Definition: Navy Pier, Chicago, IL ZIP code</p> <table border="1" data-bbox="308 861 1485 894"> <tbody> <tr><td>60611</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>Area Definition: Puget Sound, WA ZIP codes</p> <table border="1" data-bbox="308 940 1485 1008"> <tbody> <tr><td>98013</td><td>98070</td><td>98222</td><td>98243</td><td>98245</td><td>98250</td><td>98261-98262</td><td>98281</td><td>98297</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>98279</td><td>98286</td><td>98280</td></tr> </tbody> </table>	Area (See Definition)	Charge	Williston and Minot, ND	\$85.00	Midland and Odessa, TX	\$126.00	Navy Pier, Chicago, IL	\$57.00	Puget Sound, WA	\$285.00	58718	58727	58737	58765	58776	58801	58835	58845	58856	58721	58730	58746	58769	58784	58802	58838	58849		58722	58733	58752	58772	58794	58830	58843	58852		58725	58734	58755	58773	58795	58833	58844	58853		78851	79710-79714	79733-79735	79752	79768-79770	79780-79783	79830-79832	79845-79846	79854	79511	79718-79721	79738-79745	79754-79756	79772	79785-79786	79834	79848	88231	79701-79708	79730-79731	79748-79749	79758-79766	79776-79778	79788-79789	79842-79843	79852	88252	60611									98013	98070	98222	98243	98245	98250	98261-98262	98281	98297							98279	98286	98280
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750	<p><b>PICKUP OR DELIVERY SERVICE</b></p> <p>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:</p> <ul 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: <ul 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> </ul> </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> </ul> <p>2. Loading and unloading service will be subject to the following provisions:</p> <ul 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: <ul 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> </ul> </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> </ul> <p>3. FedEx Freight does not offer a restricted-delivery service and may deliver to someone other than the named individual, if any, named on the bill of lading. 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.</p> <p>4. Actual tender of delivery, notice by telephone, electronic transmission or U.S. Mail, shall constitute notice of arrival of the shipment.</p> <p>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.</p>																																																																																																				

**Rules Tariff – U.S. Section 1**

Item	Rule
750-1	<p><b>SPECIAL EQUIPMENT</b> <span style="float: right;"><b>FRKC, FRKP</b></span></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 \$370.00 per hour or fraction thereof per flatbed trailer, subject to a \$1,087.00 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. \$276.00 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> <span style="float: right;"><b>RESO, RESD</b></span></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. \$118.00 per shipment.</li> <li>B. Other applicable charges described in this tariff, including inside pickup or delivery.</li> </ol>               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> <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> <span style="float: right;"><b>NCM, NCMC, NCMP, NTFY</b></span></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. \$50.00 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 – U.S. POSTAL SERVICE BULK MAIL CENTER IN ALLEN PARK, MI</b> <span style="float: right;"><b>BMPD</b></span></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. \$134.00 per shipment, in addition to the otherwise applicable rates and charges.</li> </ol> </li> </ol>
750-8	<p><b>PICKUP OR DELIVERY SERVICE – LIMITED ACCESS LOCATIONS</b> <span style="float: right;"><b>LTDO, LTDD</b></span></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. \$118.00 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> <li>J. Sites requiring Security Inspections prior to delivery</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>
751	<p><b>CANADIAN SURCHARGE</b> <span style="float: right;"><b>ARP, ARD</b></span></p> <ol style="list-style-type: none"> <li>1. Except as otherwise provided, shipments destined to or originating from points listed in fedex.com/freightcanadasurcharge will be subject to the rates per cwt and minimum charges shown therein. The rates and charges for the points listed are in addition to all other applicable rates and charges and are not subject to any discounting.</li> <li>2. The provisions of this item are not applicable on shipments moving wholly within Canada.</li> <li>3. Charges stated herein are subject to applicable fuel surcharges.</li> </ol>
752	<p><b>EARLY DELIVERY</b> <span style="float: right;"><b>EDCB, EDCC, EDCN, EDCP</b></span></p> <p>(Unless otherwise provided, this item is not applicable via FedEx Freight® Priority service)</p> <ol style="list-style-type: none"> <li>1. Eligibility: Should a FedEx Freight® Economy shipment be available for delivery at the FedEx Freight destination service center on a date preceding its scheduled delivery date and at the request of the consignor, or consignee or third party, the Early delivery service fee will be assessed to the shipment if the shipment’s delivery is accomplished prior to the original scheduled delivery commitment. FedEx Freight reserves the right to deny service based on its discretion.</li> <li>2. Requesting Early delivery: Early delivery shipments must be arranged through the destination service center to confirm shipment can be delivered as being requested. Written authorization must be provided from the requestor of the service.</li> <li>3. Charges for Early delivery are the responsibility of the requestor of the service. A flat fee of \$105.00 will be added to the shipment’s invoice.</li> <li>4. Early delivery does not carry any guarantee of service. Attempted delivery of the shipment will be considered fulfillment of the early delivery request.</li> <li>5. Carrier reserves the right of recourse against the shipment debtor should the Carrier be unable to collect any applicable Early delivery charges from the requestor of the service.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
752 (cont'd)	<p>6. These terms and conditions shall control in the event they directly conflict with the provisions contained in any applicable contract or other applicable tariff item.</p> <p>7. Any Early delivery on a non-business day as defined in item 115 will be subject to charges as stated in item 753.</p> <p>8. Early delivery is defined as delivery of the freight to the customer's facility or pickup by the customer at the FedEx Freight destination service center before its scheduled delivery date.</p>
753	<p><b>SERVICE PROVIDED DURING NON-BUSINESS TIME</b> <span style="float: right;"><b>NBHC, NBHP, SATC, SATD, SATP, SATW, SAWC, SAWP</b></span></p> <p>1. When Carrier is requested to perform services, such as, but not limited to, pickup or delivery service, during non-business hours and/or non-business days as defined in Item 115 herein, and Carrier agrees to perform the services, the following charges and provisions will apply:</p> <p>A. \$161.00 per person per hour or fraction thereof, subject to a minimum charge of \$326.00 per person for non-business hours and \$604.00 per person for non-business days.</p> <p>B. Charges will be computed from the time Carrier departs its service center until its return thereto.</p> <p>C. When a Customer chooses to pick up a shipment or deliver a shipment at the Carrier's Service Center on a Non-business Day or during Non-Business Hours, a charge of \$161.00 per person per hour or fraction thereof, subject to a minimum charge of \$326.00 per person will apply. Time will commence once customer's vehicle is in place at Carrier's Service Center dock.</p> <p>2. Carrier is not obligated to perform such services even though they may be requested on the Bill of Lading.</p>
754	<p><b>FEDEX FREIGHT® FIRST DELIVERY</b> <span style="float: right;"><b>EFS1, EFS2, EFS3, EFS4, EFS5, EFS6. LTLP</b></span></p> <p>(This item is only applicable to shipments using FedEx Freight® Priority service)</p> <p>1. FedEx Freight First Delivery is available for service offering as described in 3.A. and 3.B. below. The FedEx Freight First Delivery is only available for motor carrier ground moves with origins and destinations in the 48 contiguous United States.</p> <p>2. Requesting FedEx Freight First Delivery: The Customer should contact the Expedited Freight Services group at 1.800.398.0625 where individual shipment eligibility will be determined. Carrier reserves the right to refuse FedEx Freight First Delivery services when the Carrier cannot provide the service as requested.</p> <p>3. Charges for FedEx Freight First Delivery are as follows:</p> <p>A. For time definite delivery requested on or after FedEx Freight® Priority standard day of delivery:</p> <p>1. The debtor's otherwise applicable net line haul charges for that shipment (the "Standard Charges"), plus:</p> <p>a. \$105.00 when shipment delivery is a window of time greater than 2 hours.</p> <p>b. \$145.00 when shipment delivery is a window of time 1–2 hours.</p> <p>2. If the debtor does not have a negotiated FedEx Freight pricing program, the applicable net line haul charges will have a 60% discount applied off current FXF 1000 series tariff effective at time of shipment, plus:</p> <p>a. \$105.00 when shipment delivery is a window of time greater than 2 hours.</p> <p>b. \$145.00 when shipment delivery is a window of time 1–2 hours.</p> <p>B. For time definite delivery on a day earlier than standard service: The above stated charges will apply, plus an additional \$105.00 flat charge for alternate routing.</p> <p>C. The fuel surcharge applies after the application of all applicable linehaul charges.</p> <p>D. Shipments converted in route to FedEx Freight First Delivery will be subject to the above stated charges.</p> <p>E. All accessorial charges published in the FXF 100 Series Rules Tariff will be applied in addition to the applicable charges contained herein.</p> <p>4. Refund request due to missed service. Subject to certain exceptions set forth in paragraph 5 and upon request of the debtor only, all transportation charges related to the specific shipment will be refunded to Customer or credited to the Customer's account at Carrier's option in the event the shipment is not delivered per the scheduled delivery commitment. To initiate a refund request the debtor shall notify the Carrier via email to <a href="mailto:expeditedrefund@fedex.com">expeditedrefund@fedex.com</a> within 15 calendar days of the date of the scheduled delivery commitment. The email will include the pro number of the shipment in question, debtor's company name and contact information along with a description of the service failure. If Customer's refund request is denied, an appeal may be submitted via email to <a href="mailto:expeditedrefund@fedex.com">expeditedrefund@fedex.com</a> within five (5) business days 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>5. Exclusions to FedEx Freight First Delivery: FedEx Freight First Delivery guarantee does not apply on the following shipments:</p> <p>A. Originating from or destined to any points outside the contiguous United States.</p> <p>B. Not properly packaged or labeled by the Shipper.</p> <p>C. Delayed due to missing, incomplete or inaccurate documentation.</p> <p>D. Requiring special equipment for delivery, including fork lift, crane or other mechanical devices.</p> <p>E. Requiring liftgate services.</p> <p>F. Shipments for consolidation or distribution.</p> <p>G. Shipments that are destined for will call points.</p> <p>H. Containing hazardous materials that are incompatible with other items on the trailer.</p> <p>I. Involving Volume Services, brokerage, intermodal, spot market pricing or other special programs.</p> <p>J. Shipments subject to Capacity Load (Item 390).</p> <p>K. Shipments subject to Cubic Capacity and Density (Item 613 and/or Item 614).</p> <p>L. Held for inspection or detained by governmental regulation or mandate.</p> <p>M. COD.</p> <p>N. Shipments moving on Government Bills of Lading or on shipments where the actual freight charges are to be paid by the government.</p> <p>O. Prepaid shipments originated by interline carriers.</p> <p>P. Collect shipments to be delivered by interline carriers.</p> <p>Q. Shipments picked up or delivered at convention or show sites.</p> <p>R. Shipments where the requested delivery day is a Holiday [see Item 115], Saturday or Sunday.</p> <p>S. Shipments requiring protection from freezing.</p> <p>6. 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 up-charges as shown in paragraph 3 of this item 754 will be subject to the refund process as notated in paragraph 4 of this Item 754, but the Standard Charges will apply without the money-back guarantee.</p>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>754</b> (cont'd)</p>	<ol style="list-style-type: none"> <li>7. 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 charges as shown in paragraph 3 of this item 754 will be assessed, but refundable upon request as provided in paragraph 4 of this Item 754. The Carrier's standard charges will apply without the money-back guarantee. The money-back guarantee for FedEx Freight First 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 First 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.</li> <li>8. Carrier reserves the right of recourse against the requestor of the service should the Carrier be unable to collect any applicable FedEx Freight First Delivery charges from the debtor.</li> <li>9. The remedies provided in this item 754 are the sole and exclusive remedies for any claims arising specifically under FedEx Freight First Delivery. In no event shall Carrier be liable for any consequential, incidental, punitive, special or economic loss or damages whatsoever, 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>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.</li> <li>11. Carrier reserves the right to modify, suspend or cancel FedEx Freight First Delivery at its sole discretion at any time without prior notice. In such cases, only the Standard Charges will apply. Any notices by Carrier of any amendment, suspension or cancellation shall be provided via Carrier's applicable company website, which shall be the controlling version of the program's terms and conditions.</li> <li>12. Charges stated herein are subject to applicable fuel surcharges.</li> </ol>
<p><b>755</b></p>	<p><b>SPECIAL REQUEST SHIPMENT</b></p> <ol style="list-style-type: none"> <li>1. 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. This service is available for Carrier's direct service points in the contiguous U.S.</li> <li>2. 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>3. Carrier reserves the right not to accept a request for this service if it determines, in its sole discretion, that it cannot provide the service requested.</li> <li>4. 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>5. 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>A. Customer's Standard Charges for the particular shipment; or</li> <li>B. the contractual charges minus a 30% discount.</li> </ol> </li> <li>6. 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>7. 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>A. Customer's Standard Charges for the particular shipment; or</li> <li>B. the contractual charges minus a 30% discount.</li> </ol> </li> <li>8. 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>9. The remedies provided in this Item 755 are the sole and exclusive remedies for any claims arising specifically under this service. 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>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.</li> <li>11. Carrier reserves the right to modify, suspend or cancel this service, at its sole discretion at any time without prior notice. In such cases, only the Standard Charges will apply. Any notices by Carrier of any amendment, suspension or cancellation shall be provided via Carrier's applicable company website, which shall be the controlling version of the program's terms and conditions.</li> </ol>
<p><b>756</b> (Revised 6-1-15) *</p>	<p><b>CLOSE OF BUSINESS DELIVERY</b> <span style="float: right;"><b>GTE</b></span></p> <ol style="list-style-type: none"> <li>1. The Close of Business Delivery 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 under the terms and conditions set forth in this Item 756. Close of Business Delivery commitment is considered 5:00 p.m. (local time), unless a later delivery time is acceptable by the consignee based on prior arrangements, but no later than 11:59 p.m. (local time). 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>2. Eligibility. Only shipments picked up by 5:00 P.M. local time are eligible for Close of Business Delivery 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 pickups). Close of Business Delivery service covers all Less-Than-Truckload (LTL) direct shipments originating from and destined to all points in the 48 contiguous states.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>756</b> (cont'd)</p>	<ol style="list-style-type: none"> <li>3. Requesting Service. In order to request the Close of Business Delivery service, the Customer must clearly and distinctly indicate "Close of Business" on the face of the Bill of Lading when the shipment is tendered to Carrier. To indicate Close of Business Delivery service using the Bill of Lading generator on fedex.com, the Customer must select the "Close of Business" check box in the <b>Service Selection</b> section.</li> <li>4. Charges for Close of Business Delivery service are the debtor's otherwise applicable net linehaul charges for that shipment (the "Standard Charges"), plus an upcharge of \$75.00.</li> <li>5. Refund request due to missed service. In the event the shipment is not delivered at or by 11:59 p.m. (local time) on the scheduled delivery commitment, subject to certain exceptions set forth in paragraph 7 and upon request of the debtor only, all transportation charges related to the specific shipment will be refunded to Customer or credited to the Customer's account at Carrier's option in the event the shipment is not delivered per the scheduled delivery commitment. To initiate a refund request the debtor shall notify the Carrier via email to expeditedrefund@fedex.com within fifteen (15) calendar days of the date of the scheduled delivery commitment. The email will include the pro number of the shipment in question, debtor's company name and contact information along with a description of the service failure. If Customer's refund request is denied, an appeal may be submitted via email to expeditedrefund@fedex.com within five (5) business days of the Carrier's original refund request denial. Carrier will not issue refunds or credits to third parties and/or agencies.</li> <li>6. Exclusions. Close of Business Delivery 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 U.S.</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 liftgate, fork lift, crane or other mechanical devices.</li> <li>E. Shipments requiring notification or appointment prior to delivery.</li> <li>F. Shipments that are destined for will call points.</li> <li>G. Shipments that are held for consolidation or distribution.</li> <li>H. Containing hazardous materials that are incompatible with other items on the trailer.</li> <li>I. Involving Volume Services, brokerage, intermodal, spot market pricing or other special programs.</li> <li>J. Shipments subject to Capacity Load (Item 390)</li> <li>K. Shipments subject to Cubic Capacity and Density (Item 613 and/or Item 614)</li> <li>L. Held for inspection or detained by governmental regulation or mandate.</li> <li>M. COD.</li> <li>N. Shipments moving on Government Bills of Lading or on shipments where the actual freight charges are to be paid by the government.</li> <li>O. Shipments picked up or delivered at convention or show sites.</li> </ol> </li> <li>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 additional upcharge amounts as stated in paragraph 5 of this Item 756 will not be assessed, but the Standard Charges will apply.</li> <li>8. 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 upcharge amounts as stated in paragraph 5 of this Item 756 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>9. The money back guarantee for Close of Business Delivery 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. Close of Business Delivery 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>10. Carrier reserves the right of recourse against the requestor of the service should Carrier be unable to collect any applicable Close of Business Delivery charges from debtor.</li> <li>11. The remedies provided in this Item 756 are the sole and exclusive remedies for any claims arising specifically under Close of Business 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 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>12. 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>13. Carrier reserves the right to modify, suspend or cancel Close of Business Delivery at its sole discretion at any time without prior notice. In such cases, only the Standard Charges will apply. Any notices by Carrier of any amendment, suspension or cancellation shall be provided via Carrier's applicable company website, which shall be the controlling version of the program's terms and conditions.</li> <li>14. Charges stated herein are subject to applicable fuel surcharges.</li> </ol>
<p><b>757</b> (Revised 6-1-15) *</p>	<p style="text-align: right;"><b>GAMD, GAMX</b></p> <p><b>A.M. DELIVERY</b></p> <ol style="list-style-type: none"> <li>1. A.M. Delivery is the Carrier's delivery, or attempted delivery of a shipment at or 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 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 or postal codes.</li> <li>2. Eligibility: Shipments picked up by 5:00 P.M. local time for direct point service are eligible for A.M. Delivery at or 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 A.M. Delivery sticker or request is accepted by the Carrier, A.M. Delivery covers shipments to eligible points. To determine if a point is eligible for A.M. Delivery within the 48 contiguous United States, go to fedex.com/amfreight or call United States Customer Service at 1.866.393.4585. To determine if a point in Canada is eligible for A.M. Delivery:             <ul style="list-style-type: none"> <li>• If origin point is in the United States, contact United States Customer Service at 1.866.393.4585.</li> <li>• If origin point is in Canada, contact Canada Customer Service at 1.800.567.5567.</li> </ul> </li> <li>3. Requesting A.M. Delivery service: In order to request the A.M. Delivery service, the customers must clearly and distinctly indicate "A.M. Delivery" on the face of the Bill of Lading when the shipment is tendered to the Carrier or must affix the furnished "A.M. Delivery" sticker to the face of the Bill of Lading.</li> <li>4. Charges for A.M. Delivery service are the debtor's otherwise applicable net line haul charges for that shipment (the "Standard Charges"), plus \$90.00.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>757</b> (cont'd)</p>	<ol style="list-style-type: none"> <li>5. Refund request due to missed service. In the event the shipment is not delivered at or by 10:30 A.M. on the day of the scheduled delivery commitment, subject to certain exceptions set forth in paragraph 6, and upon request of the debtor only, all transportation charges related to the specific shipment, will be refunded to Customer or credited to the Customer's account at Carrier's option. To initiate a refund request, the debtor shall notify the Carrier via email to expeditedrefund@fedex.com within fifteen (15) calendar days of the date of the scheduled delivery commitment. The email will include the pro number of the shipment in question, debtor's company name and contact information along with a description of the service failure. If Customer's refund request is denied, an appeal may be submitted via email to expeditedrefund@fedex.com within five (5) business days of the Carrier's original refund request denial. Carrier will not issue refunds or credits to third parties and/or agencies.</li> <li>6. Exclusions to A.M. Delivery: A.M. Delivery does not apply on the following shipments:             <ol style="list-style-type: none"> <li>A. Originating from or destined to any points outside the contiguous United States or Canada.</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 liftgate, fork lift, crane or other mechanical devices.</li> <li>E. Shipments requiring notification or appointment prior to delivery.</li> <li>F. Shipments 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 Volume Services, brokerage, intermodal, spot market pricing or other special programs.</li> <li>J. Shipments subject to Capacity Load (Item 390)</li> <li>K. Shipments subject to Cubic Capacity and Density (Item 613 and/or Item 614)</li> <li>L. Held for inspection or detained by governmental regulation or mandate.</li> <li>M. COD.</li> <li>N. Shipments moving on Government bills of lading or on shipments where the actual freight charges are to be paid by the government.</li> <li>O. Shipments picked up or delivered at convention or show sites.</li> <li>P. Shipments destined to a non-eligible ZIP code as set forth on fedex.com/amfreight for points in the United States.</li> <li>Q. Shipments destined to a non-eligible postal code in Canada, refer to paragraph 2 contained herein for eligibility/contact information.</li> <li>R. Shipments delayed due to customs clearance issues.</li> <li>S. Shipments moving on overnight service lanes into Canada through the FedEx Freight Toledo, Ohio, hub and/or Rochester, N.Y., hub will be excluded from A.M. Delivery. The only recourse for the customer is refunding the additional GAMD fee. For this specific lane exception, please refer to paragraph 2 contained herein for contact information.</li> </ol> </li> <li>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.</li> <li>8. The money-back guarantee for A.M. Delivery, as notated in paragraph 5 of this Item 757, 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.</li> <li>9. Carrier reserves the right of recourse against the requestor of the service should the Carrier be unable to collect any applicable A.M. Delivery charges from the debtor.</li> <li>10. The remedies provided in this item 757 are the sole and exclusive remedies for any claims arising specifically under 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.</li> <li>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.</li> <li>12. Carrier reserves the right to modify, suspend or cancel A.M. Delivery at its sole discretion at any time without prior notice. In such cases, only the Standard Charges will apply. Any notices by Carrier of any amendment, suspension or cancellation shall be provided via Carrier's applicable company website, which shall be the controlling version of the program's terms and conditions.</li> <li>13. Charges stated herein are subject to applicable fuel surcharges.</li> </ol>
<p><b>759</b></p>	<p><b>VOLUME SERVICES</b> <span style="float: right;"><b>CONT, TLA, TLS, TLX, CMUP, EXCL</b></span></p> <p>FedEx Freight Volume Services may be available, subject to equipment availability, 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 FedEx Freight Volume Services. Shipments moving under Volume Services options must weigh a minimum of 4,000 pounds 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 equipment.</li> <li>B. <b>TLA</b>. When this service option is requested, the service standard will be twice (2 times) the stated FedEx Freight® Economy transit times for standard FedEx Freight service. The applicable FedEx Freight Economy 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 FedEx Freight Economy transit times for standard FedEx Freight service.</li> <li>D. <b>EXCL</b>. Exclusive Use of Pup/Set or Vehicle                 <ol style="list-style-type: none"> <li>1. 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:                     <ol style="list-style-type: none"> <li>a. Request for such service shall be indicated by placing EXCL or Exclusive Use on the bill of lading.</li> </ol> </li> </ol> </li> </ol> </li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
759 (cont'd)	<ul style="list-style-type: none"> <li>b. Locks or seals applied to a pup/set or vehicle 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.</li> <li>c. 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 to an EXCLUSIVE USE shipment. Such request must be in writing and will be made part of the bill of lading contract. The requesting party must guarantee charges. EXCLUSIVE USE charges will apply from the point of origin to ultimate destination.</li> <li>d. 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.</li> <li>e. 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> </ul> <ol style="list-style-type: none"> <li>2. In order to request FedEx Freight Volume Services, the Customer must contact the FedEx Volume Services group at 1.888.465.5646 and provide details of the shipment which may include the origin, destination, commodities, equipment type required, and pickup and delivery requirements. If the shipment is accepted by FedEx Freight Volume Services, the Volume Services 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. For the Volume Service Quote to apply, the specific quote number mentioned in paragraph 2 above, must be shown in a prominent position on the original bill of lading. If quote number is missing from the original bill of lading, the Volume Services Quote is invalid. Neither Corrected Bills of Lading nor Letters of Authority to add the specific quote number for the original quoted price will be accepted by Carrier. However, for an additional 50% up-charge to the original quoted rate, subject to a minimum up-charge of \$228.00 per shipment, the Volume Services Quote number will be honored.</li> <li>4. The type of services (TLX, TLA, TLS or EXCL) and charges for FedEx Freight Volume Services shall be contained in the quote to be provided to the Customer by FedEx Volume Services 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 apply to the Volume Services program.</li> <li>5. The following types of services are not available from FedEx Freight under the FedEx Volume Services:             <ul style="list-style-type: none"> <li>A. Government Bills of Lading.</li> <li>B. Stopoffs.</li> <li>C. Pickup or delivery at exhibition sites, tradeshow or convention centers.</li> <li>D. Residential pick-up or delivery.</li> <li>E. Protect from freezing.</li> <li>F. COD.</li> <li>G. Liftgate service.</li> </ul> </li> <li>6. Shipments accepted under FedEx Freight Volume Services shall be limited to the actual value of the goods, lost or damaged and subject to a released value as set forth below:             <ul style="list-style-type: none"> <li>A. TLX: For new product shall be \$2.00 per pound per package, the lowest released value provided in the current National Motor Freight Classification (NMFC), or \$10,000 per incident, whichever is less.</li> <li>B. TLA: For new product shall be \$25.00 per pound per package, the lowest released value provided in the current National Motor Freight Classification (NMFC); or \$75,000 per incident, whichever is less.</li> <li>C. TLS and EXCL: For new product shall be \$25.00 per pound per package, the lowest released value provided in the current National Motor Freight Classification (NMFC); or \$100,000 per incident, whichever is less.</li> <li>D. TLX, TLA, TLS and EXCL: \$0.10 per pound per package on any used, recycled or "for scrap" items, or for household goods.</li> </ul> </li> <li>7. TLX, TLA and TLS 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>8. If FedEx Freight 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 provides the following additional services:             <ul style="list-style-type: none"> <li>A. 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> </ul> </li> <li>9. <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.             <ul style="list-style-type: none"> <li>A. \$114.00 per shipment when delivery location is within 15 miles of the delivering service center and an additional \$6.52 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 before the shipment will be re-delivered.</li> </ul> </li> <li>10. <b>Storage</b> – will be subject to Item 910</li> <li>11. <b>Reconsignment, Diversion, Relinquishment</b> – Any request for reconsignment, diversion or relinquishment and must be made or confirmed in writing with FedEx Freight, and must be made, subject to verification by FedEx Freight, by a party that has authority to request the reconsignment, diversion, or relinquishment.             <ul style="list-style-type: none"> <li>A. When a shipment is at the origin center and is requested to be re-billed as a FedEx Freight® Priority or FedEx Freight® Economy shipment, FedEx Freight Volume Services Quote will be made null and void, and the Customer's applicable pricing program will apply. The pickup date will be consistent with the date of re-billing.</li> <li>B. When requested, charges will be re-quoted from the original Shipper to the service center of Reconsignment/Diversion/Relinquishment.</li> <li>C. When a shipment is at the origin center and is returned to the shipper or delivered to another carrier, a charge of \$244.00 will apply when the location is within 50 miles of the origin center. Shipment will be subject to an additional \$6.52 per mile for the pickup miles and \$6.52 per mile for the delivery miles for all miles that exceed the 50 mile radius.</li> <li>D. When a shipment is at the origin center and relinquished to another carrier or to the shipper at the origin dock, a relinquishment charge of \$122.00 per shipment will apply plus an additional \$206.00 per hour or fraction thereof, subject to a minimum charge of \$206.00 per loading and/or unloading, per incident.</li> <li>E. If at any point the shipment is relinquished and cross docked, loading/unloading charges of \$206.00 per hour, or fraction thereof, will apply, subject to a minimum charge of \$206.00 per loading/unloading, per incident.</li> </ul> </li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>759</b> (cont'd)</p>	<p>F. 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, will be re-quoted by Volume Services from the current service center location to the new Consignee.</p> <p>G. When the destination point is changed and Carrier services both original and destination points by the same service center:</p> <ol style="list-style-type: none"> <li>1. Prior to tender for delivery, a reconsignment charge of \$114.00 per shipment will apply.</li> <li>2. After tender for delivery, a reconsignment charge of \$419.00 per shipment will apply when delivery location is within 15 miles of the delivering service center. Shipment will be subject to an additional \$6.52 per mile for all miles that exceed the 15 mile radius.</li> </ol> <p>H. Carrier will make a diligent effort to execute a request for Reconsignment, but will not be responsible if such service is not executed.</p> <p>12. <b>Loading/Unloading</b> – Pricing and terms of services related to FedEx Freight Volume Services assume that loading and unloading will be performed by Consignor or Consignee respectively. Should Carrier be required to perform loading or unloading services at origin or destination, an additional charge of \$206.00 per hour or fraction thereof, subject to a minimum charge of \$206.00, for loading and/or unloading will apply, per incident.</p> <p>13. <b>Detention</b> – Will be subject to Item 500.</p> <p>14. Service provided during Non-Business Time – Will be subject to Item 753.</p> <p>15. 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>16. Carrier reserves the right to modify, suspend or cancel Volume Services at its sole discretion at any time without prior notice. Any notices by Carrier of any amendment, suspension or cancellation shall be provided via Carrier's applicable company website, which shall be the controlling version of the program's terms and conditions.</p> <p>17. Accessorial charges or services requested by the Shipper, Consignee, or Third Party are not included in the Volume Services quoted price, unless noted in the comments section of the quote. Shipments will be subject to the additional charges by FedEx for such requested services. For accessorial charges, refer to the FXF 100 Series Rules Tariff, which is available at fedex.com.</p>
<p><b>760</b></p>	<p><b>MONEY-BACK GUARANTEE</b> (Unless otherwise provided, this item is not applicable to shipments using FedEx Freight® Economy service)</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 accessorials 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) FedEx Freight® Priority 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 FXF SP1, SPT-A, SPT-C, SPT-E, SPT-G or SPT-I rate scales and are shipped pursuant to the current FXF 100 Series Rules Tariff. Shipments in lanes subject to frozen tariffs or rates, or foreign tariffs or rates, are ineligible for Money-Back Guarantee.</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 – go to 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. For a complete list of limited service zips, access <a href="http://www.fedex.com/limitedservicezips">www.fedex.com/limitedservicezips</a></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 website 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 website 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: <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, U.S. Virgin Islands and other U.S. territories; to or from Canada, Mexico, the Caribbean, Central/South America, Europe and Asia.</li> </ol> </li> <li>B. With scheduled delivery dates during designated blackout periods which will be so stated on the company website 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 Volume Services, 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> </ol> </li> </ol>



**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>760</b> (cont'd)</p>	<p>Q. Held for inspection or detained by governmental regulation or mandate.</p> <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 subject to extreme length (Item 530).</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. Any notices by Carrier of any amendment, suspension or cancellation shall be provided via Carrier's applicable company website, which shall be the controlling version of the program's terms and conditions.</p>
<p><b>761</b></p>	<p><b>CUSTOM DELIVERY WINDOW</b> <span style="float: right;"><b>CDW</b></span></p> <p>1. Custom Delivery Window is the Carrier's delivery, or attempted delivery of a shipment within the delivery date window requested by the shipper, in accordance with the Carrier's normal transit standards in effect at the time of the shipment under the terms and conditions set forth in this item 761. The four levels of Custom Delivery Window service are delivery on a specific date, before a specific date, after a specific date, or within a date window. The first date in the delivery date window requested by the shipper must fall on or after Carrier's standard delivery date.</p> <p>2. Eligibility: Shipments picked up before 5:00 PM local time for direct point service are eligible for Custom Delivery Window service on or after standard delivery date. The scheduled delivery commitment is based on the date the pickup actually occurs before 5:00 PM (i.e., does not cover missed pick-ups). If 5:00 PM or after, it will be based on the following day normal transit standards.</p> <p>3. Requesting Custom Delivery Window service: The customer must clearly and distinctly indicate "Custom Delivery Window" along with delivery date window specifications (i.e. "on date", "after date", "before date", or "between dates") on the face of the bill of lading when the shipment is tendered to the Carrier. Custom Delivery Window will not apply to delivery dates that are prior to Carrier's normal transit standards.</p> <p>4. Charges for Custom Delivery Window service are the debtor's otherwise applicable net line-haul charges for that shipment (the "Standard Charges").</p> <p>5. Custom Delivery Window does not carry any guarantee of service. Attempted delivery of the shipment will be considered fulfillment of the Custom Delivery Window request. Appointments arranged by the Consignee override Custom Delivery Window assignment for appointments set for a date beyond the scheduled service date.</p> <p>6. Storage Charges: Storage charges, as defined in item 910, will begin at 12:01 a.m. the second business day following standard transit date, based on normal transit standards. Storage charges apply to business days only. If the first date in Custom Delivery Window request is within 2 business days of standard transit date, then no storage charges will apply. Storage charges will accrue to the debtor of the freight bill.</p> <p>7. Exclusions to Custom Delivery Window: Custom Delivery Window 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, Canada or Mexico.</li> <li>B. Delayed due to missing, incomplete or inaccurate documentation, labeling, or packaging.</li> <li>C. Requiring special equipment for delivery, including liftgate, fork lift, crane or other mechanical devices.</li> <li>D. Shipments that are destined for will call points.</li> <li>E. Shipments for consolidation or distribution.</li> <li>F. Involving Volume Services, brokerage, spot market pricing or other special pricing programs.</li> <li>G. Held for inspection or detained by governmental regulation or mandate, including customs clearance.</li> <li>H. COD.</li> <li>I. Shipments moving on Government bills of lading or on shipments where the actual freight charges are to be paid by the government.</li> </ul> <p>8. If questions arise over Carrier failure to deliver, contact Customer Service at 1.866.393.4585.</p> <p>9. Carrier reserves the right of recourse against the requestor of the service should the Carrier be unable to collect any applicable Custom Delivery Window charges from the debtor.</p> <p>10. 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 Custom Delivery Window at its sole discretion at any time without prior notice. In such cases, only the Standard Charges will apply. Any notices by Carrier of any amendment, suspension or cancellation shall be provided via Carrier's applicable company website, which shall be the controlling version of the program's terms and conditions.</p> <p>13. Any Custom Delivery Window request to deliver on a non- business day as defined in item 115 will be subject to charges as stated in item 753.</p>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>765</b></p>	<p><b>PRECEDENCE OF RATES</b> (Exception to Item 765 of the NMF Series)</p> <ol style="list-style-type: none"> <li>1. The provision of Item 765 of the NMF Series will apply and in addition:           <p>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> <ol style="list-style-type: none"> <li>A. FOR OUTBOUND PREPAID SHIPMENTS:               <ol style="list-style-type: none"> <li>1. A pricing program published for the account of the Shipper will take precedence over all other pricing programs.</li> </ol> </li> <li>B. FOR OUTBOUND COLLECT SHIPMENTS:               <ol style="list-style-type: none"> <li>1. An inbound collect pricing program published for the account of the Consignee will take precedence over all other pricing programs.</li> <li>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.</li> </ol> </li> <li>C. FOR INBOUND COLLECT SHIPMENTS:               <ol style="list-style-type: none"> <li>1. The inbound collect pricing program published for the account of the Consignee will take precedence over all other pricing programs.</li> <li>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.</li> </ol> </li> <li>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)               <ol style="list-style-type: none"> <li>1. A pricing program published for the account of the Third Party Payor will take precedence over all other pricing programs.</li> <li>2. A Third Party Payor pricing program will apply only when the Third Party Payor is neither the Shipper nor the Consignee.</li> <li>3. All Third Party Payor shipments must be prepaid.</li> <li>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.</li> </ol> </li> <li>E. If an accessorial is requested by means other than on the original bill of lading, the accessorial will be rated according to the requestor's pricing program. If the requestor does not have a published pricing program, applicable charges for such requested accessorial will be those as stated in the FXF 100 series rules tariff.</li> </ol> </li> <li>2. For the purpose of applying this item, the following terms are defined as designated:           <ol style="list-style-type: none"> <li>A. Shipper or Consignor – The party shown on the Bill of Lading at time of pickup as the Shipper of the goods.</li> <li>B. Consignee - The party shown on the Bill of Lading at time of pickup as the Consignee of the goods.</li> <li>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.</li> <li>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.</li> <li>E. Pricing Program – Any program created to apply in lieu of the Carrier's full actual class rates and charges as published in FXF 100 Series Rules Tariff.</li> </ol> </li> </ol>
<p><b>780</b> (Revised 6-1-15) *</p>	<p><b>PROHIBITED OR RESTRICTED ARTICLES</b></p> <ol style="list-style-type: none"> <li>1. <b>Alcoholic Beverages</b> <p>Only licensed entities may ship alcohol of any type with FedEx. For more information, go to <a href="http://fedex.com/us/wine">fedex.com/us/wine</a>. Consumers may not ship alcohol.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> </li> <li>2. <b>Firearms</b> <ol style="list-style-type: none"> <li>A. Carrier will transport and delivery firearms as defined by the United States Gun Control Act of 1968, between areas served in the U.S., but only between:               <ol style="list-style-type: none"> <li>1. Licensed importers; licensed manufacturers; licensed dealers; licensed collectors; law enforcement agencies of the U.S. 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> </li> <li>B. Carrier cannot ship or deliver firearms C.O.D.</li> <li>C. 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.</li> <li>D. The shipper and recipient must be of legal age as identified by applicable law.</li> <li>E. 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.</li> <li>F. 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.</li> </ol> </li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>780</b> (cont'd)</p>	<p><b>3. Hazardous Materials</b></p> <p>A. All shipments containing hazardous materials must be properly classified, described, packaged, marked, labeled and in proper condition for transportation according to applicable regulations and requirements. Carrier accepts only certain hazardous materials as listed in the current copy of the Shipping Hazardous Materials Guide, which is incorporated herein by reference. Carrier does not accept for transportation hazardous waste and biohazards such as blood, urine, fluids and other noninfectious diagnostic specimens. All items classified as Hazardous Materials are prohibited on shipments to, from and within Mexico regardless of quantity. 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 U.S. – (Class 1.1, 1.2, 1.3, 1.5)</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. More than 100 pounds of NA3178, Smokeless Powder for small arms on any motor vehicle</li> <li>5. More than 100 pounds of NA0027, Black Powder for small arms on any motor vehicle</li> <li>6. Nitrocellulose (Except UN3270)</li> <li>7. Poisonous/Infectious Substances:             <ul style="list-style-type: none"> <li>- Infectious substances Div 6.2</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>8. Radioactive materials regulated by the D.O.T.(includes excepted packages)</li> </ol> <p>B. All items classified as Hazardous Materials on shipments to, from and within Offshore Markets as listed in Item 103, see paragraph 8. herein.</p> <p><b>4. Prohibited Items</b></p> <p>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>A. 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>B. Collectible coins and stamps.</li> <li>C. Postage stamps.</li> <li>D. All live animals and live poultry.</li> <li>E. Live insects.</li> <li>F. Animal carcasses. (Taxidermy, animal heads and other parts for taxidermy may be accepted but must be properly packaged; however, they will not be accepted for any Intra Canada or cross border shipments.)</li> <li>G. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.</li> <li>H. 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>I. Shipments that may cause damage or delay to equipment, personnel or other shipments.</li> <li>J. Lottery tickets and gambling devices where prohibited by local, state, federal, provincial or national law.</li> <li>K. Hazardous waste, including, but not limited to, used hypodermic needles or syringes, or other medical waste.</li> <li>L. Packages that are wet or leaking.</li> <li>M. Pornographic and/or obscene material which is prohibited by law.</li> <li>N. Biological products.</li> <li>O. Etiologic agents.</li> <li>P. Deeds.</li> <li>Q. Household waste, industrial garbage.</li> <li>R. Letters, with or without stamps, unless Consignor/Consignee is U.S.P.S.</li> <li>S. Liquids, in bulk, requiring special tank truck equipment.</li> <li>T. Nitrocellulose (Except UN3270).</li> <li>U. Notes.</li> <li>V. Revenue or tax stamps.</li> <li>W. Valuable papers of any kind.</li> <li>X. Tires that can be defined as used, defective, scrap, salvage, waste, or are otherwise other than new. Aircraft tires are expressly exempt from this prohibition and are not considered as restricted articles</li> <li>Y. Perishable foodstuffs and foods and beverages requiring refrigeration or other environmental control.</li> <li>Z. Freight requiring refrigeration or protection from heat, excluding shipments protected by the Consignor.</li> <li>AA. Carbon black or fine powder particles demonstrating similar characteristics to Carbon Black.</li> <li>BB. Fresh foods: including milk, cream, vegetables, fruits, and meat.</li> <li>CC. Envelopes or wrappers, government stamped, in shipments weighing 30,000 pounds or more.</li> <li>DD. Articles of extraordinary value (extraordinary value is defined as items valued in excess of \$50 per pound per package).</li> <li>EE. Vehicles, motorized/self-propelled – Canada import from U.S.</li> <li>FF. 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.</li> <li>GG. Film (including moving picture films), photographic images (including photographic negatives), photographic chromes and photographic slides.</li> <li>HH. 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.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule												
<p><b>780</b> (cont'd)</p>	<p>II. 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>JJ. Museum exhibits.</p> <p>KK. Collector's items such as sports cards, souvenirs and memorabilia. (Collector's coins and stamps may not be shipped).</p> <p>LL. Jewelry, including, but not limited to mounted gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal.</p> <p>MM. Furs and fur pelts.</p> <p>NN. 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>OO. 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>PP. Any commodity described in the National Motor Freight Classification (NMFC) as Class '0'. In those cases where the Carrier inadvertently picks up such commodities, the Carrier will apply rates equal to Class 300 to the shipment.</p> <p>QQ. Any item otherwise prohibited by federal, state or local law, rule or regulation.</p> <p>RR. Prohibited items on shipments to, from and within Offshore Markets as listed in Item 103, see paragraph 8. herein.</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><b>5. Items Requiring Prior Authorization</b> Carrier must approve in writing prior to accepting the following items.</p> <p>A. Aircraft disk brakes – carbon.</p> <p><b>6. Household Goods</b> FedEx Freight and may accept household goods ("HHG") only when each of the following conditions is met:</p> <p>A. The shipment is picked up and delivered entirely within FedEx Freight territory.</p> <p>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.</p> <p>C. Pickup and Delivery service must occur at a HHG's facility or a military installation.</p> <p>D. The freight is tendered in a single container only (crate, liftvan or other FedEx approved container).</p> <p>E. The freight is power loaded by the Shipper.</p> <p>F. The freight is power unloaded by the Consignee.</p> <p>G. 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).</p> <p>H. The Consignee name and address on the Bill of Lading must match the Consignee name and address on the container. Each Bill of Lading must show HHG or Broker as the Third Party payor of the freight charges.</p> <p>I. Carrier agrees to transport such merchandise as HHG or Broker may tender to Carrier, excluding any prohibited merchandise or articles more particularly described in this Item 780. The parties agree that Carrier shall have no liability whatsoever for any Prohibited Items and that HHG or Broker shall fully indemnify and hold harmless Carrier for any claims that may arise against Carrier with respect to such Prohibited Items.</p> <p>J. All claims for loss, damage or delay must be filed with Carrier by HHG or Broker. All claims by HHG's or Broker's customer for loss, damage or delay must be filed against HHG or Broker and any claim filed direct with Carrier by HHG's or Broker's customer will be declined.</p> <p>K. Except as otherwise set forth in this Item 780, all other terms and conditions of the FXF 100 Series Rules Tariff shall apply.</p> <p><b>7. Tobacco Products</b> Tobacco products will be accepted only when shipped from a licensed dealer or distributor to another licensed dealer or distributor. The shipper is solely responsible for compliance with any applicable regulations, which may vary from state to state.</p> <p><b>8. OFFSHORE MARKETS – Hazardous and Prohibited Items</b> Items shipped to, from and within Offshore Markets as listed in Item 103, via ocean transportation fall under separate guidelines, inclusive of the list provided below.</p> <p>A. The following items will not be accepted under any circumstances:</p> <ol style="list-style-type: none"> <li>1. Any medical specimens or bio specimens</li> <li>2. Any material that has a number '18' in column 10B of 49 CFR, 172.101</li> </ol> <p>B. The following items may be accepted only with prior approval of Terminal Operations (Shipper must provide MSDS for all shipments approved by OPS):</p> <ol style="list-style-type: none"> <li>1. Any hazardous materials requiring temperature control (must provide MSDS)</li> <li>2. Explosives, 1.5</li> <li>3. Any bulk shipments of flammable, non-flammable, or poison gas (See Note 1 herein)</li> <li>4. Any material that has a proper shipping name, technical or chemical group name of "Polychlorinated Biphenyl (PCB)"</li> <li>5. Oxidizer, UN1942, 2067</li> <li>6. Below are special requirements listed by class:</li> </ol> <table border="1" data-bbox="308 1837 1485 1942"> <tbody> <tr> <td>Explosive</td> <td>Class 1.1</td> <td>All groups</td> <td>Will not accept</td> </tr> <tr> <td>Explosive</td> <td>Class 1.2</td> <td>All groups</td> <td>Will not accept</td> </tr> <tr> <td>Explosive</td> <td>Class 1.3</td> <td>All groups</td> <td>Will not accept</td> </tr> </tbody> </table>	Explosive	Class 1.1	All groups	Will not accept	Explosive	Class 1.2	All groups	Will not accept	Explosive	Class 1.3	All groups	Will not accept
Explosive	Class 1.1	All groups	Will not accept										
Explosive	Class 1.2	All groups	Will not accept										
Explosive	Class 1.3	All groups	Will not accept										

**Rules Tariff – U.S. Section 1**

Item	Rule			
780 (cont'd)	Explosive	Class 1.4	All groups	Will accept as per 49 CFR
	Explosive	Class 1.5	All groups	Must be booked in advance. Must have prior approval of Terminal Ops. Shipper must arrange National Cargo Bureau inspection at origin. Must submit Coast Guard form CG-4260 and get approval. Requires notification of vessel operations. Requires verbal notification to Tacoma Fire Department.
	Explosive	Class 1.6	All groups	Will accept as per 49 CFR
	Flammable Gas	Class 2.1	All groups	Any bulk shipments must have prior approval by Totem Ocean Terminal Ops. Will not accept a proper shipping name of propane, other than manufacture sealed packaging (unused and unopened). Will accept all other non-bulk class 2.1 as per 49 CFR.
	Non Flammable Gas	Class 2.2, except UN1005	Not applicable	Bulk shipments must have prior approval by Totem Ocean Terminal Ops.
	Poison Gas	Class 2.3 and all UN1005	All groups	Bulk shipments must have prior approval by Totem Ocean Terminal Ops. Must be loaded and secured in a Totem Ocean approved trailer. Must be stowed on Spar Deck Aft. Must be at terminal prior to 6pm of ship loading day.
	Cryogenic Liquid	Class 2.2	All groups	Bulk shipments must be loaded and secured in a Totem Ocean approved tank trailer.
	Flammable Liquids	Class 3	PG I or II	Will not accept bulk packaging with a flash point less than 60 degrees F (15.56 degrees C). Will accept all other as per 49 CFR.
	Flammable Solid	Class 4.1	All groups	Will not accept proper shipping name of "Self Reactive". Will accept all others as per 49 CFR.
	Spontaneously Combustible Material	Class 4.2	All groups	Must have prior approval by Totem Ocean Terminal Ops. Must be stowed on Spar Deck Aft.
	Dangerous when wet	Class 4.3	All groups	Will not accept with a requirement of stowage "C" or "D" in column 10A of 49 CFR. For all others, it must be stowed "Watertight" on the ship and must be at terminal prior to 6pm of ship loading day.
	Oxidizer	Class 5.1 - UN1942,2067	All groups	Must be booked in advance. Must have prior approval of Terminal Ops. Shipper must arrange National Cargo Bureau inspection at origin. Must submit Coast Guard form CG-4260 and get approval. Requires notification of vessel operations. Requires verbal notification to Tacoma Fire Department.
	Oxidizer	Class 5.1 - Except UN1942,2067	All groups	Will accept as per 49 CFR
	Organic Peroxide	Class 5.2	All groups	Bulk loads require Terminal Ops approval. All others will accept as per 49 CFR.
	Poison	Class 6.1	PG I	Will accept solids no inhalation, non-bulk. Will not accept all others.
	Poison	Class 6.1	All other groups	Will accept as per 49 CFR. Bulk shipments must have prior approval of TOTE Ops.
Infectious Substances	Class 6.2	All groups	Will not accept	
Radioactive Material	Class 7	Not applicable	Will not accept yellow label II or III	

**Rules Tariff – U.S. Section 1**

Item	Rule			
<p><b>780</b> (cont'd)</p>	Corrosive Liquids	Class 8	All groups	Customer must provide pH information on any shipments in excess of 119 gallons. Will not accept bulk packaging with a pH less than 3 or greater than 12.
Vehicles in containers/trailers	Class 9	Not applicable	Must have less than ¼ tank of fuel for gasoline. Must have special warning placard on back door and must have keys removed from ignition. Vehicles powered by propane must have the tank removed or certified as empty.	
Vehicles on a flatbed	Class 9	Not applicable	Must have ¼ tank of fuel or less for propane/gasoline.	
Vehicles, driven on	Class 9	Not applicable	Must have ¼ tank of fuel or less for propane/gasoline. Propane on motor homes/travel trailers cannot be accepted unless tanks are fixed on the vehicle and certified as empty or tank valves verified to be closed by a TOTE employee.	
<p>Note 1: For any item tendered for air transportation, Shipper will need to reference the IATA (The International Air Transport Association) handbook for all prohibited items prior to shipping to determine compatibility.</p>				
<p><b>781</b></p>	<p><b>DECLARED VALUE AND LIMITS OF LIABILITY</b> (Not Insurance Coverage) 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.</p> <ol style="list-style-type: none"> <li>Carrier does not provide insurance coverage of any kind.</li> <li>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 not constitute a waiver of any provision of the FedEx series rules tariff as to such shipment.</li> <li>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.</li> <li>See Liabilities Not Assumed section for other limitations and exclusions on our liability.</li> </ol>			
<p><b>782</b></p>	<p><b>LIABILITIES NOT ASSUMED</b> CARRIER WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIMITATIONS CONTAINED WITHIN THE FXF 100 SERIES RULES TARIFF ITEM 420, WHETHER OR NOT CARRIER KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED WITHOUT CARRIER'S PRIOR AGREEMENT IN WRITING. 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. 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>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>The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.</li> <li>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>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> </ol>			

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>782</b> (cont'd)</p>	<ol style="list-style-type: none"> <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> <li>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.</li> <li>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.</li> <li>9. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address.</li> <li>10. Shipments released without obtaining a signature when a signature release is on file.</li> <li>11. (1) Damages indicated by any shockwatch, tiltmeter or temperature instruments. (2) Your failure to ship goods in packaging approved by FedEx prior to shipment where such prior approval is recommended or required.</li> <li>12. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.</li> <li>13. Performance of any services will not constitute Carrier as the shipper's or anyone's agent for any purpose.</li> <li>14. 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.</li> <li>15. Shipping of plants and plant materials is discouraged with Carrier. Carrier assumes no liability for damages resulting from delay of shipments.</li> <li>16. 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.</li> <li>17. 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.</li> <li>18. The shipment of any alcoholic beverages or tobacco products if you fail to comply with the applicable terms and conditions.</li> <li>19. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:             <ol style="list-style-type: none"> <li>a. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.</li> <li>b. Packaging that is in accordance with the FedEx packaging guidelines available online at <a href="http://fedex.com/us/services/packageshipment/preparing">fedex.com/us/services/packageshipment/preparing</a>.</li> <li>c. FedEx laptop packaging, for shipments of laptop computers.</li> <li>d. FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.</li> </ol> </li> <li>20. 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.</li> <li>21. 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.</li> <li>22. Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.</li> <li>23. The shipper's failure to provide accurate delivery address information.</li> <li>24. Any shipment containing a prohibited item. (See the Prohibited Items section.)</li> <li>25. 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.</li> <li>26. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes or other charges.</li> <li>27. 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.</li> <li>28. 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.</li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>810</b></p>	<p><b>PROTECTION FROM FREEZING SERVICE</b> <span style="float: right;"><b>PFF, AKDF</b></span></p> <p>1. When Consignor/Consignee requests a shipment be protected from freezing, the following liability provisions and charges will apply:</p> <p>A. Liabilities are not assumed by Carrier for shipments requiring protection from freezing under the following conditions:</p> <ol style="list-style-type: none"> <li>1. Appointment delivery when outside normal delivery standard.</li> <li>2. Order notify.</li> <li>3. COD.</li> <li>4. In bond requiring customs clearance.</li> <li>5. Export shipments without prior written approval.</li> <li>6. Imported shipments.</li> <li>7. Consignor fails to mark 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 pounds.</li> <li>8. Freezable shipments shipped from May 1st of one calendar year through October 31st of the same calendar year.</li> <li>9. The commodities being shipped have a freezing point warmer than 32 degrees Fahrenheit.</li> </ol> <p>B. Charges will be \$2.81 cwt, subject to a minimum charge of \$27.00 per shipment in addition to the otherwise applicable rates and charges when pickup and delivery dates of the shipment are both within the November 1st of one calendar year through April 30th of the next calendar year.</p> <p>C. PROTECTION FROM FREEZING may be withdrawn at Carrier's discretion wholly or on an individual shipment basis such as:</p> <ol style="list-style-type: none"> <li>1. When the outside temperature is below 10 degrees Fahrenheit at pickup location.</li> <li>2. Destination or through locations are embargoed because of temperatures and/or passable roadway conditions.</li> <li>3. Equipment and protective resources are not available to reasonably keep shipments from freezing.</li> </ol>
<p><b>820</b></p>	<p><b>RECONSIGNMENT, DIVERSION, RELINQUISHMENT</b> <span style="float: right;"><b>RECC, RECP</b></span></p> <p>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:</p> <p>A. \$38.00 per shipment plus linehaul charges from origin to final destination.</p> <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> </ol> <p>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:</p> <p>A. Prior to Delivery, \$11.42 per cwt., subject to a minimum charge of \$114.00. Maximum charge will be \$1,196.00 per pup, per shipment.</p> <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> </ol> <p>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:</p> <p>A. When Consignee's name is changed, but place of delivery is not changed:</p> <ol style="list-style-type: none"> <li>1. Prior to Delivery, \$38.00 per shipment plus linehaul charges from origin to final destination.</li> <li>2. After tender of Delivery when redelivery is requested or required, \$11.42 per cwt. subject to minimum charge of \$114.00 and a maximum charge of \$1,196.00 per pup, per shipment, plus linehaul charges from origin to final destination.</li> </ol> <p>B. When place of delivery is changed and Carrier services both original and new destination point by the same service center:</p> <ol style="list-style-type: none"> <li>1. Prior to Delivery, \$81.00 per shipment plus linehaul charges from origin to final destination.</li> <li>2. After tender of Delivery, \$11.42 per cwt. subject to a minimum charge of \$114.00 and a maximum charge of \$1,196.00 per pup, per shipment plus linehaul charges from origin to final destination.</li> </ol> <p>C. When destination point is changed, and Carrier services both original and new destination points by different service centers:</p> <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> <p>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:</p> <ol style="list-style-type: none"> <li>1. Prior to Delivery, \$6.72 per cwt., subject to a minimum charge of \$55.00, plus applicable rates from origin to reconsignment point.</li> <li>2. After Tender of Delivery, \$11.42 per cwt., subject to a minimum charge of \$114.00, plus rates from origin to reconsignment point.</li> </ol> <p>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.</p> <p>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:</p> <p>A. Instructions to Carrier must be received by originating service center.</p> <p>B. Carrier will accept the shipment when tendered by the party in possession of the shipment.</p> <p>C. Carrier will issue a receipt therefore (not a Bill of Lading) to the party tendering the shipment.</p> <p>D. Carrier will execute the Bill of Lading for the through shipment.</p> <p>E. A flat charge of \$114.00 per shipment plus linehaul charges from origin to final destination will apply.</p> <p>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.</p> <p>6. Carrier will make a diligent effort to execute a request for RECONSIGNMENT. However, Carrier shall not be liable for any type of consequential, special, indirect or exemplary damages, which are the result of delay in reconsignment, 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>7. Charges as found in Item 580 (MARKING OR TAGGING FREIGHT) will not apply on shipments subject to this item.</p> <p>8. Except as otherwise provided in Paragraph 2 herein, see item 825 for returned shipments.</p> <p>9. See Item 822 for Blind Shipments.</p>



**Rules Tariff – U.S. Section 1**

Item	Rule
822	<p><b>BLIND SHIPMENTS</b> <span style="float: right;"><b>BLND</b></span></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 \$114.00 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> <li>Shipments subject to this item will be at the same service level (Priority or Economy) as indicated on the original Bill of Lading tendered to Carrier at time of pickup.</li> </ol>
825	<p><b>RETURNED SHIPMENTS</b> <span style="float: right;"><b>S</b></span></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> <span style="float: right;"><b>REDC, REDP</b></span></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 point will apply:             <ol style="list-style-type: none"> <li>\$11.42 per cwt., subject to a minimum charge of \$114.00. Maximum charge will be \$1,196.00 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> <span style="float: right;"><b>SSGC, SSGP</b></span></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>\$2.60 per cwt. or \$0.99 per piece, whichever produces the higher charge, subject to a minimum charge of \$105.00, which shall be billed to the debtor of the shipment.</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>Notwithstanding any provision to the contrary that may be contained herein, when the shipment is requested to be sorted or segregated but the Consignor fails to tender the shipment in that manner, FedEx Freight, Inc. shall have the right, but not the obligation, to bill the charges to the Consignor and such charges shall then be borne by the Consignor.</li> </ol>
888	<p><b>SHIPMENT ASSEMBLY AT ORIGIN (FLOW LOADING)</b> <span style="float: right;"><b>HNDC, HNDP</b></span></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>\$1.00 per piece or package, or</li> <li>\$1.64 per 100 pounds, whichever is greater,</li> <li>Subject to a minimum charge of \$32.00 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> <span style="float: right;"><b>LIFC, LIFP, LGOC, LGOP</b></span></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>Except as otherwise provided, when Carrier provides liftgate service, the charge will be \$7.57 per cwt, subject to a minimum charge of \$112.00 and a maximum charge of \$369.00.</li> <li>When liftgate service is performed at points within the states of Alaska and Hawaii, the charges as found in this Item 890 paragraph 1.A. will not apply. For application and charges for this service in Alaska and Hawaii, refer to applicable tariff publications.</li> </ol> </li> </ol>

**Rules Tariff – U.S. Section 1**

Item	Rule
900	<p><b>STOPOFFS</b> <span style="float: right;"><b>STO</b></span></p> <p>1. 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 \$409.00 per stop will apply in addition to linehaul charges.</p>
910	<p><b>STORAGE</b> <span style="float: right;"><b>STGC, STGP</b></span></p> <p>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:</p> <p>A. When freight is held by Carrier:</p> <ol style="list-style-type: none"> <li>1. \$3.26 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, \$32.00 per shipment per each 24 hours, but not less than \$114.00 per shipment.</li> <li>b. Minimum charge, TL, Volume, Exclusive Use or Capacity Load, \$228.00 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. \$228.00 for the first 24 hours or fraction thereof.</li> <li>2. \$304.00 for the second 24 hours or fraction thereof.</li> <li>3. \$457.00 for the third and each succeeding 24 hours or fraction thereof.</li> </ol> </li> </ol> </li> </ol> <p>B. When freight is placed in a public warehouse:</p> <ol style="list-style-type: none"> <li>1. \$4.56 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, \$114.00.</li> <li>b. Maximum charge, LTL and/or TL, or per pup or a vehicle if more than one pup is used, \$1,294.00.</li> </ol> </li> </ol> <p>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.</p> <p>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.</p> <p>4. DUTY TO MITIGATE DAMAGED FREIGHT: When the Consignee refuses to accept a damaged item which can be repaired or mitigated at a reasonable cost and in the event Carrier is compelled to sell the item at auction or salvage, Carrier's legal liability, if any, is for the amount realized from such sale, less Carrier's expenses.</p> <p>5. When a shipment is on hand and disposition has not been received or proper mitigation has not been performed by the specified date shown on the issued notice, freight will be sold at public auction. A fee of \$363.00 will apply to cover all handling, administrative and other associated costs.</p>
920	<p><b>HAZARDOUS MATERIALS OR SUBSTANCES</b> <span style="float: right;"><b>HAZ</b></span></p> <p>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.</p> <p>2. When Consignor/Consignee requests Carrier to transport hazardous materials or substances, the following charges will apply:</p> <p>A. \$23.00 per shipment.</p> <p>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.</p>
930	<p><b>SUBSTITUTED SERVICE</b></p> <p>1. Carrier may, at their option, substitute other linehaul service for their actual services.</p>
950	<p><b>PORT CHARGES</b> <span style="float: right;"><b>PRTD, PRTO, DOPO, DOPD</b></span></p> <p>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.</p> <p>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 \$11.49 per cwt subject to a minimum charge of \$52.00 and maximum charge of \$1,087.00, per shipment. Charges do not apply to shipments transported in ocean containers with running gear.</p> <p>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 \$164.00 per shipment.</p> <p>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 \$155.00 will be assessed against the party requesting the pickup.</p>
959	<p><b>FREIGHT TRANSFER</b> <span style="float: right;"><b>XLAD</b></span></p> <p>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:</p> <p>A. \$4.79 per cwt., subject to a minimum charge of \$726.00.</p> <p>2. When shipments cannot be picked up in the linehaul pup/set or vehicle, the Consignor will be responsible for the charges.</p> <p>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.</p>
960	<p><b>LOSS OR DAMAGE – CLAIM FILING</b></p> <p>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 from the scheduled delivery date. 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.</p> <p>2. Claims not filed within the nine (9) months statute of limitations will be declined.</p> <p>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.</p> <p>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.</p>

**Rules Tariff – U.S. Section 1**

Item	Rule
<p><b>960</b> (cont'd)</p>	<ol style="list-style-type: none"> <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 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>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 directing product with no damage, minimal or cosmetic damage to be disposed of rather than mitigate will incur charges for transportation and a \$5.00 per pound disposal cost.</li> <li>9. 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>
<p><b>980</b></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></p>	<p><b>WEIGHT (REWEIGH) AND FREIGHT (INSPECTION) VALIDATION</b> <span style="float: right;"><b>VICH, VWCH</b></span></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 \$23.00 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 200 pounds or more than the weight on the Bill of Lading, a validation fee of \$23.00 applies plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly.</li> <li>4. A freight validation fee of \$23.00 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> <li>5. In the event that a shipment is reweighed subject to paragraphs 2 or 3 within Item 981 and/or inspected subject to paragraph 4 within Item 981, Carrier will apply only one validation fee of \$23.00 to a shipment.</li> <li>6. A validation fee will not apply to:             <ol style="list-style-type: none"> <li>a. A shipment subject to CCD as found in Item 613 or Item 614 within this rules tariff.</li> <li>b. A shipment subject to truckload or capacity load rates.</li> </ol> </li> </ol>
<p><b>990</b></p>	<p><b>WEIGHING SERVICE</b> <span style="float: right;"><b>WGTV</b></span></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 Carrier'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. \$84.00 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. \$228.00 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. \$240.00 per chassis/container used, plus \$3.17 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>

**Rules Tariff – U.S. Section 1**

Item	Rule																																																						
994	<p><b>WEIGHTS – GROSS WEIGHTS AND DUNNAGE</b></p> <ol style="list-style-type: none"> <li>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>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>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>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>The labor charge for installation of Shipper or Carrier furnished material will be at the rate of \$72.00 per hour or fraction thereof, for each man.</li> </ol> </li> </ol>																																																						
996	<p><b>EASY LTL PRICING</b></p> <ol style="list-style-type: none"> <li>Dimensions must be clearly noted in inches on the ORIGINAL Bill of Lading.             <ol style="list-style-type: none"> <li>Corrected Bills of Lading for the purposes of providing or amending the shipment dimensions will not be accepted.</li> </ol> </li> <li>If the dimensions are not listed on the original Bill of Lading, dimensional weight will be calculated by equating the description of the freight to an appropriate NMFC class.             <ol style="list-style-type: none"> <li>For shipments consisting entirely of classes 50-65, the actual weight of the shipment will be used for rating purposes.</li> <li>For shipments consisting of classes 70-500, pounds per cubic foot (PCF) will be calculated using the NMFC class and the table below.                 <table border="1" data-bbox="305 684 982 957"> <thead> <tr> <th>CLASS</th> <th>PCF</th> <th>CLASS</th> <th>PCF</th> </tr> </thead> <tbody> <tr> <td>Class 70</td> <td>15 PCF</td> <td>Class 150</td> <td>5 PCF</td> </tr> <tr> <td>Class 77.5</td> <td>13 PCF</td> <td>Class 175</td> <td>4 PCF</td> </tr> <tr> <td>Class 85</td> <td>12 PCF</td> <td>Class 200</td> <td>3 PCF</td> </tr> <tr> <td>Class 92.5</td> <td>10 PCF</td> <td>Class 250</td> <td>2 PCF</td> </tr> <tr> <td>Class 100</td> <td>8 PCF</td> <td>Class 300</td> <td>1 PCF</td> </tr> <tr> <td>Class 110</td> <td>7 PCF</td> <td>Class 400</td> <td>1 PCF</td> </tr> <tr> <td>Class 125</td> <td>6 PCF</td> <td>Class 500</td> <td>1 PCF</td> </tr> </tbody> </table> </li> <li>For shipments consisting of multiple classes, the highest class represented will be used to calculate the dimensional weight.</li> <li>The actual weight of the shipment will be divided by the applicable pounds per cubic foot, and rounded UP, to determine total shipment cube (in feet). Example: A shipment, 1000 pounds, class 200 = 1000 / 3 = 334 cubic feet</li> </ol> </li> <li>Carrier's dimensions, if any, will take precedence over the dimensions listed on the original Bill of Lading. Carrier's dimensions are defined as measurements collected by FedEx Freight personnel.</li> <li>The actual weight of the shipment must be stated in pounds on the original Bill of Lading.</li> <li>Dimensional weight in pounds is calculated by multiplying the total cubic feet of the shipment by 1728 then dividing by the dimensional weight factor. The final dimensional weight will be rounded up to the next whole pound.</li> <li>Chargeable Weight will be the GREATER of the actual weight or the dimensional weight.</li> <li>Unless otherwise provided, the following dimensional weight factors will be utilized.             <table border="1" data-bbox="305 1274 688 1646"> <thead> <tr> <th>Base Rate</th> <th>Dimensional Weight Factor</th> </tr> </thead> <tbody> <tr> <td>SPT-A</td> <td>116 dim factor</td> </tr> <tr> <td>SPT-C</td> <td>166 dim factor</td> </tr> <tr> <td>SPT-E</td> <td>293 dim factor</td> </tr> <tr> <td>SPT-G</td> <td>595 dim factor</td> </tr> <tr> <td>SPT-I</td> <td>909 dim factor</td> </tr> <tr> <td>SET-A</td> <td>116 dim factor</td> </tr> <tr> <td>SET-C</td> <td>166 dim factor</td> </tr> <tr> <td>SET-E</td> <td>293 dim factor</td> </tr> <tr> <td>SET-G</td> <td>595 dim factor</td> </tr> <tr> <td>SET-I</td> <td>909 dim factor</td> </tr> </tbody> </table> </li> <li>Shipments moving on base rates named in paragraph 7 of this item will be subject to the following liability:             <ol style="list-style-type: none"> <li>Articles with a density of 30 PCF or greater will be limited to the actual value of the articles or a maximum liability of \$2.00 per pound per package, subject to the lowest available, actual, declared or released value provision outlined in the National Motor Freight Classification or Item 420 of the FXF 100 Series Rules Tariff, whichever is lower.</li> <li>Articles with a density between 13.5 PCF and 29.9 PCF will be limited to a maximum liability of \$7.50 per pound per package, subject to the lowest available, actual or declared value provisions outlined in the National Motor Freight Classification or Item 420 of the FXF 100 Series Rules Tariff, whichever is lower.</li> <li>Density less than 13.5 PCF will be subject to the provisions outlined in Item 420 of the FXF 100 Series Rules Tariff.</li> <li>In no event shall Carrier's maximum liability for new articles exceed the actual value of the articles or \$25.00 per pound per package, whichever is less, with a maximum of \$100,000 per incident. Carrier's maximum liability for used articles shall not exceed the actual value of the articles or \$50 per pound per package, with a maximum of \$10,000 per incident. In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall not be included when determining excess liability coverage or Carrier's maximum liability.</li> </ol> </li> </ol>	CLASS	PCF	CLASS	PCF	Class 70	15 PCF	Class 150	5 PCF	Class 77.5	13 PCF	Class 175	4 PCF	Class 85	12 PCF	Class 200	3 PCF	Class 92.5	10 PCF	Class 250	2 PCF	Class 100	8 PCF	Class 300	1 PCF	Class 110	7 PCF	Class 400	1 PCF	Class 125	6 PCF	Class 500	1 PCF	Base Rate	Dimensional Weight Factor	SPT-A	116 dim factor	SPT-C	166 dim factor	SPT-E	293 dim factor	SPT-G	595 dim factor	SPT-I	909 dim factor	SET-A	116 dim factor	SET-C	166 dim factor	SET-E	293 dim factor	SET-G	595 dim factor	SET-I	909 dim factor
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**Rules Tariff – U.S. Section 1**

<b>Item</b>	<b>Rule</b>
<b>998</b>	<p><b>LIMITATIONS ON LEGAL ACTION</b></p> <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li><li>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.</li><li>5. The performance of any services does not make Carrier an agent of the shipper or any third party for any purpose.</li><li>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.</li></ol>
	<b>END OF U.S. SECTION 1</b>

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

Item	Rule																												
101-1	<p><b>CURRENCY</b></p> <ol style="list-style-type: none"> <li>Except as otherwise provided, all rates and charges in Section 2A herein are expressed in U.S. Currency.</li> <li>Except as otherwise provided, payment of freight charges for shipments moving to/from the U.S. and Canada will be in U.S. Currency.</li> <li>Canadian Customer's bill will be converted to Canadian dollars, if so elected by customer, at the exchange rate as of the date of shipment.</li> </ol>																												
115-1	<p><b>DEFINITIONS AND EXPLANATIONS OF TERMS</b></p> <ol style="list-style-type: none"> <li>The following definitions will apply. <ul style="list-style-type: none"> <li><b>Carrier – Consignor – Consignee</b> - Includes the authorized representatives or agents of such "Carrier," "Consignor" or "Consignee."</li> <li><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.</li> <li><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.</li> <li><b>Converta Van</b> - A trailer that can be used as a flatbed by removing side panels.</li> <li><b>Doubles Trailer</b> - A trailer not exceeding 29 feet in length.</li> <li><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.</li> <li><b>Local Traffic – Local Haul</b> - The same as Single Line Traffic.</li> <li><b>Place</b> - A particular street address or other designation of a factory, store, warehouse place of business or private residence at a "point".</li> <li><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.</li> <li><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.</li> <li><b>Site</b> - A particular platform or specific location for loading or unloading at a "Place."</li> <li><b>Tractor</b> - A mechanically powered unit used to propel or draw a doubles trailer, trailer or vehicle upon the highways.</li> <li><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.</li> <li><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."</li> <li><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.</li> <li><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.</li> </ul> </li> </ol>																												
130	<p><b>ABBREVIATIONS - PROVINCE</b></p> <ol style="list-style-type: none"> <li>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:</li> </ol> <table border="0" data-bbox="305 1150 1307 1329"> <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>QC (formerly PQ).....</td> <td>Quebec</td> </tr> <tr> <td>NL (formerly 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	QC (formerly PQ).....	Quebec	NL (formerly NF).....	Newfoundland	SK.....	Saskatchewan	NT.....	Northwest Territory	YT.....	Yukon
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345	<p><b>ARRIVAL NOTICE AND UNDELIVERED FREIGHT</b> (See NOTES 6 and 7)</p> <ol style="list-style-type: none"> <li>After shipment's arrival at Carrier's destination service center, notice of arrival (See NOTE 1) will be subject to an additional charge of \$49.00 and will be given by: <ol style="list-style-type: none"> <li>Actual tender of delivery at Consignee's place; or</li> <li>Telephone, if convenient and practical; or</li> <li>Written notice. (See NOTE 2)</li> </ol> </li> <li>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).</li> </ol> <p>Note 1: However transmitted, the notice will specify the point of origin, Consignor, commodity description and shipment weight.  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.  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.  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).  Note 5: If Consignor is advised of undelivered freight by both telephone and written notice, the earlier date will govern the arrival notice date.  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.  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																																																																								
400	<p><b>CLASS RATE APPLICATION</b></p> <p>1. 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.</p> <p>2. 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.</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 50%;"><b>Column 1</b></th> <th style="text-align: center; width: 50%;"><b>Column 2</b></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> <tr><td>CzarLite US/US --- 04/02/2007</td><td>CanadaLite US/CN --- 04/02/2007</td></tr> <tr><td>CzarLite US/US --- 08/01/2006</td><td>CanadaLite US/CN --- 04/03/2006</td></tr> <tr><td>CzarLite US/US --- 04/03/2006</td><td>CanadaLite US/CN --- 04/03/2006</td></tr> <tr><td>CzarLite US/US --- 08/29/2005</td><td>CanadaLite US/CN --- 05/02/2005</td></tr> 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435-1	<p><b>COLLECTION OF CHARGES AND EXTENSION OF CREDIT</b> <span style="float: right;"><b>WIRE, WIRI, NSF, NSFP, NSFC</b></span></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 Cash 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 Cash 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 the 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> <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> <p>H. Except as otherwise provided, rates and charges contained herein are expressed in U.S. currency.</p>																																																																								

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

Item	Rule
<p><b>435-1</b> (cont'd)</p>	<p>2. EXTENSION OF CREDIT for charges accruing may be provided to Consignor/Consignee as follows:</p> <ul 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: <ul 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> </ul> </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: <ul style="list-style-type: none"> <li>1. For Domestic, \$32.00 for each wire transfer transaction.</li> <li>2. For International, \$42.00 for each wire transfer transaction.</li> </ul> </li> </ul> <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> <ul 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> </ul> <p>4. When checks or similar instruments tendered Carrier are returned to Carrier unpaid, the following service charge will apply:</p> <ul style="list-style-type: none"> <li>A. \$81.00 for each check or similar instrument.</li> </ul> <p>5. If the Carrier is forced to utilize an outside collection source, the following provisions will apply:</p> <ul style="list-style-type: none"> <li>A. Revocation of all applicable discounts and allowances, resulting in collection of gross charges.</li> </ul> <p>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 \$54.00 will be assessed for a new billing in addition to all other applicable charges.</p> <p>The additional charge will be assessed against the party billed for the freight charges.</p>
<p><b>480-1</b></p>	<p style="text-align: center;"><b>CUSTOMS OR INBOND FREIGHT</b></p> <p style="text-align: right;"><b>INBC, SFWH</b></p> <p>1. Shipments subject to customs clearance:</p> <ul style="list-style-type: none"> <li>A. All shipments moving In bond for Canadian Customs Clearance, with the exception of those bonded at the discretion of FXFC will be subject to handling charges through in land sufferance warehouses of \$3.65 per cwt and a Minimum Charge of \$146.00 per shipment.</li> <li>B. All Shipments originated from the United States, destined to Canada and moving in bond for Canadian Customs Clearance, with the exception of those bonded at the discretion of FXFC, will be subject to an additional charge contained herein for moving the shipment in bond. All charges will be invoiced to the Purchaser / Importer of Record.</li> <li>C. All shipments originating in Canada, entering the United States and traveling in bond within the United States (inclusive of those that will clear Customs in the United States as well as those that will exit the United States): <ul style="list-style-type: none"> <li>1. Will be assessed a charge of \$4.79 per cwt subject to a Minimum Charge of \$95.00 and a Maximum Charge of \$444.00 per shipment or per trailer if more than one trailer is required to transport the shipment.</li> <li>2. The charges as listed in Paragraph C.1. of this item 480-1 will not be assessed against shipments cleared at the border.</li> <li>3. Such charges are in addition to all other applicable charges.</li> </ul> </li> <li>D. 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 FTN prepare the bond.</li> </ul> <p>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).</p> <p>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.</p> <p>4. Shipments moving under United States customs Bond will not be accorded the privileges of stopping in transit or split pickup or split delivery.</p> <p>5. Each Transportation Entry and Manifest of Goods Subject to Customs Inspection and Permit-CBP Form # 7512 (regardless of Class of Entry) 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).</p> <p>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.</p> <p>7. Shipments moving from the United States under a Tir Carnet issued by the originating Carrier are subject to a charge of \$192.00 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.</p> <p>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 \$76.00 per shipment, subject to a Maximum Charge of \$367.00 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.</p>



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

Item	Rule										
<p><b>480-1</b> (cont'd)</p>	<p>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.</p> <p>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 \$90.00 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).</p> <p>Note 1: The Consignor/Consignee's line haul charges on shipments requiring Canada Customs Clearance destined to a point outside of the point of Canada Customs Clearance will be assessed from origin point to Canada Customs Clearance point, then to final destination. When the final destination point is within the Canada Clearance point, the applicable rates and charges will be those to the Canada Customs Clearance point or final destination, whichever is greater.</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> <span style="float: right;"><b>DENP, DUNC, DUNP</b></span></p> <p><b>Applies when Detention occurs within points in the contiguous United States</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:</p> <p>A. For DETENTION with Power, the following charges and provisions will apply:</p> <ol style="list-style-type: none"> <li>1. \$46.00 per pup for each 15 minutes or fraction thereof, subject to a minimum charge of \$52.00.</li> <li>2. Free time will be determined as follows:</li> </ol> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">WEIGHT PER STOP</th> <th style="text-align: left; border-bottom: 1px solid black;">FREE TIME PER STOP</th> </tr> </thead> <tbody> <tr> <td>a.1. Less than 1,000 lbs.</td> <td>15 minutes</td> </tr> <tr> <td>a.2. 1,000 through 4,999 lbs.</td> <td>30 minutes</td> </tr> <tr> <td>a.3. 5,000 through 9,999 lbs.</td> <td>40 minutes</td> </tr> <tr> <td>a.4. 10,000 lbs. or more</td> <td>60 minutes</td> </tr> </tbody> </table> <p style="margin-left: 40px;">b. Non-working periods, such as meal, coffee or rest breaks, not exceeding one hour, will be excluded from the computation of free time.</p> <p>3. FedEx Freight shall have the right to collect charges from the Payor in the case of both loading or 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. \$148.00 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. <b>DELAY IN TRAILER PICKUP CHARGE:</b> 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> <li>7. <b>STRIKE INTERFERENCE CHARGE:</b> 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 \$148.00 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4th day of charges.</li> </ol>	WEIGHT PER STOP	FREE TIME PER STOP	a.1. Less than 1,000 lbs.	15 minutes	a.2. 1,000 through 4,999 lbs.	30 minutes	a.3. 5,000 through 9,999 lbs.	40 minutes	a.4. 10,000 lbs. or more	60 minutes
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**Rules Tariff – U.S./Canada Section 2A**

Item	Rule
500-1 (cont'd)	<p><b>Applies when Detention occurs within points in Canada</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 charges will be calculated at \$66.00 per hour or fraction thereof.</li> <li>B. For vehicles other than straight truck, the charges will be calculated at \$81.00 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 pounds, half (½) hour of free time will be allowed.</li> <li>2. When weight per stop exceeds 10,000 pounds, one (1) hour of free time will be allowed.</li> </ol> </li> </ol> </li> <li>4. Fedex Freight shall have the right to collect charges from the Payor in the case of both loading or Unloading, regardless of whether linehaul charges are prepaid or collect.</li> </ol>
503	<p><b>PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING</b></p> <ol style="list-style-type: none"> <li>1. The provisions of this item do not apply with respect to detention occurring at origins and destinations within the State of Alaska.</li> <li>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.               <ol style="list-style-type: none"> <li>A. Request for prearranged scheduling may be oral or in writing.</li> <li>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.</li> <li>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.</li> </ol> </li> </ol>
596	<p><b>MAXIMUM WEIGHTS – TL OR VOL</b></p> <ol style="list-style-type: none"> <li>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.</li> </ol>
598	<p><b>MAXIMUM LIABILITY – CIGARETTES AND/OR TOBACCO PRODUCTS</b></p> <ol style="list-style-type: none"> <li>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.</li> </ol>
687	<p><b>PACKING OR PACKAGING – NON-COMPLIANCE WITH</b> (Exception to Section 3 (a) of NMFC Item 687)</p> <ol style="list-style-type: none"> <li>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.               <ol style="list-style-type: none"> <li>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).</li> </ol> </li> </ol> <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> <ol style="list-style-type: none"> <li>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:               <ol style="list-style-type: none"> <li>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:                   <ol style="list-style-type: none"> <li>1. All such expenses or charges, plus a service charge of \$142.00 per vehicle per state in which permit is procured shall be collected from the Shipper or party requesting movement of the shipment.</li> <li>2. Except for the service charge of \$142.00 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.</li> <li>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.</li> </ol> </li> <li>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:                   <ol style="list-style-type: none"> <li>1. For each flagman accompanying the vehicle in or on which the shipment is being transported, a charge of \$72.00 per hour (See NOTE 1) will be made.</li> <li>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 \$86.00 per hour (See NOTE 2) per such other vehicle with flagman will be made.</li> </ol> </li> </ol> </li> </ol> <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>

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

Item	Rule																																	
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> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>																																	
750-3-1	<p><b>NOTIFICATION PRIOR TO DELIVERY</b> <span style="float: right;"><b>NCM, NCMC, NCMP, NTFY</b></span>                      (See NOTES 1, 2, 3, 4 &amp; 5)</p> <ol style="list-style-type: none"> <li>A charge of \$49.00 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>A charge of \$56.00 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>When the Consignee requires delivery of the Freight Bill prior to delivery of a shipment, a charge of \$72.00 per shipment will apply, subject to a maximum charge of \$341.00 for each delivery of freight bills.</li> <li>Service provided in this item does not relieve any liability for applicable storage charges, regardless of any time requirements concerning prior notification.</li> <li>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>																																	
750-6-1	<p><b>DELIVERY SERVICE – WIND FARM SITES</b> <span style="float: right;"><b>WIND</b></span></p> <ol style="list-style-type: none"> <li>Shipments delivered to Wind Farms will, in addition to all other applicable charges be subject to the following charges:                             <ol style="list-style-type: none"> <li>\$381.00 per shipment.</li> </ol> </li> <li>In the case of delivery, such charges will include an initial notification to make delivery arrangements only if Carrier is provided the correct telephone number of the Consignee.</li> <li>Charges stated herein are subject to applicable fuel surcharges.</li> </ol>																																	
750-7-1	<p><b>DELIVERY SERVICE – MINE SITES</b> <span style="float: right;"><b>MSDD MSPO</b></span></p> <ol style="list-style-type: none"> <li>Shipments delivered to mines (See NOTE 1) will, in addition to all other applicable charges be subject to the following charges:                             <ol style="list-style-type: none"> <li>\$10.87 per cwt., subject to a minimum charge of \$118.00 per shipment.</li> </ol> <p>Exception – WILLOW CREEK MINE NEAR CHETWYND, BC                                      Rate to Chetwynd, BC, and add the following charges:</p> <ol style="list-style-type: none"> <li>Shipments weighing up to 5000 pounds \$313.00</li> <li>5000 pounds and greater \$596.00</li> </ol> <p>Exception – ST. ANDREWS COLDFIELD MINESITE – Matheson, ON                                      A. Flat Rate \$199.00</p> <p>Exception – SMOKEY FALLS 2, Little Long / Lower Mattagami River Project                                      A. Flat Rate \$327.00</p> </li> <li>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:                             <p>Imperial Oil – Plant Site – Cold Lake, AB</p> <ol style="list-style-type: none"> <li>Minimum Delivery Charge \$105.00 per shipment</li> <li>Less than 500 lbs \$59.03 per cwt</li> <li>500 lbs – 999 lbs \$33.90 per cwt</li> <li>1,000 lbs – 1,999 lbs \$28.04 per cwt</li> <li>2,000 lbs – 4,999 lbs \$23.14 per cwt</li> <li>5,000 lbs – 9,999 lbs \$18.96 per cwt</li> <li>10,000 lbs or more \$12.82 per cwt</li> </ol> <table border="1" data-bbox="305 1638 1144 1963"> <thead> <tr> <th></th> <th>Up to 5,000 pounds</th> <th>5,000 pounds and greater</th> </tr> </thead> <tbody> <tr> <td>Albian Sands / Sharkbite</td> <td>\$171.00</td> <td>\$216.00</td> </tr> <tr> <td>Anzac / Nexen Long Lake</td> <td>\$171.00</td> <td>\$231.00</td> </tr> <tr> <td>Athabasca Lodge</td> <td>\$185.00</td> <td>\$245.00</td> </tr> <tr> <td>Aurora Mine</td> <td>\$171.00</td> <td>\$216.00</td> </tr> <tr> <td>Beaver River Lodge</td> <td>\$185.00</td> <td>\$245.00</td> </tr> <tr> <td>Birch Mountain Resources</td> <td>\$171.00</td> <td>\$216.00</td> </tr> <tr> <td>Cenovus Oil Sands-Foster</td> <td>\$581.00</td> <td>\$581.00</td> </tr> <tr> <td>Christina Lake</td> <td>\$130.00</td> <td>\$300.00</td> </tr> <tr> <td>CNRL / Horizon</td> <td>\$211.00</td> <td>\$273.00</td> </tr> <tr> <td>Connacher Great Divide / Alger</td> <td>\$408.00</td> <td>\$505.00</td> </tr> </tbody> </table> </li> </ol>		Up to 5,000 pounds	5,000 pounds and greater	Albian Sands / Sharkbite	\$171.00	\$216.00	Anzac / Nexen Long Lake	\$171.00	\$231.00	Athabasca Lodge	\$185.00	\$245.00	Aurora Mine	\$171.00	\$216.00	Beaver River Lodge	\$185.00	\$245.00	Birch Mountain Resources	\$171.00	\$216.00	Cenovus Oil Sands-Foster	\$581.00	\$581.00	Christina Lake	\$130.00	\$300.00	CNRL / Horizon	\$211.00	\$273.00	Connacher Great Divide / Alger	\$408.00	\$505.00
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**Rules Tariff – U.S./Canada Section 2A**

Item	Rule																																																																														
<p><b>750-7-1</b> (cont'd)</p>	<table border="1" data-bbox="305 170 1141 934"> <thead> <tr> <th></th> <th>Up to 5,000 pounds</th> <th>5,000 pounds and greater</th> </tr> </thead> <tbody> <tr><td>Creek Site, AB Husky Oil Sands-Sunrise Project</td><td>\$503.00</td><td>\$596.00</td></tr> <tr><td>Crow Creek Site</td><td>\$733.00</td><td>\$805.00</td></tr> <tr><td>Deer Creek / Deer Lake</td><td>\$211.00</td><td>\$273.00</td></tr> <tr><td>Fire Bag / Husky</td><td>\$503.00</td><td>\$596.00</td></tr> <tr><td>Fort Hills</td><td>\$198.00</td><td>\$260.00</td></tr> <tr><td>Fort Mackay / Fort McKay</td><td>\$211.00</td><td>\$273.00</td></tr> <tr><td>Hangingstone</td><td>\$159.00</td><td>\$211.00</td></tr> <tr><td>Japan Canada</td><td>\$159.00</td><td>\$211.00</td></tr> <tr><td>Joslyn Creek</td><td>\$211.00</td><td>\$273.00</td></tr> <tr><td>Kearl Lake / Kerl Lake</td><td>\$408.00</td><td>\$476.00</td></tr> <tr><td>McKay River / MacKay River / Black Sands</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Mildred Lake Site, AB</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>MRC</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Muskeg River Mine</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Nexen Kinosis Site</td><td>\$211.00</td><td>\$273.00</td></tr> <tr><td>Pan Canadian</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Pebble Beach</td><td>\$503.00</td><td>\$596.00</td></tr> <tr><td>Pembine Pipeline Algar</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Pembine Pipeline AOSPL</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>PTI Dismantle</td><td>\$211.00</td><td>\$273.00</td></tr> <tr><td>River Water Intake Project</td><td>\$446.00</td><td>\$518.00</td></tr> <tr><td>Syncrude Site, AB</td><td>\$503.00</td><td>\$596.00</td></tr> <tr><td>Surmont / Conoco Phillips</td><td>\$171.00</td><td>\$231.00</td></tr> <tr><td>Susan Lake</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Wapasu Creek</td><td>\$503.00</td><td>\$596.00</td></tr> </tbody> </table> <p data-bbox="272 953 1412 1003">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> <p data-bbox="272 1003 820 1031">4. Charges stated herein are subject to applicable fuel surcharges.</p> <p data-bbox="272 1031 1490 1129">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.</p>		Up to 5,000 pounds	5,000 pounds and greater	Creek Site, AB Husky Oil Sands-Sunrise Project	\$503.00	\$596.00	Crow Creek Site	\$733.00	\$805.00	Deer Creek / Deer Lake	\$211.00	\$273.00	Fire Bag / Husky	\$503.00	\$596.00	Fort Hills	\$198.00	\$260.00	Fort Mackay / Fort McKay	\$211.00	\$273.00	Hangingstone	\$159.00	\$211.00	Japan Canada	\$159.00	\$211.00	Joslyn Creek	\$211.00	\$273.00	Kearl Lake / Kerl Lake	\$408.00	\$476.00	McKay River / MacKay River / Black Sands	\$171.00	\$216.00	Mildred Lake Site, AB	\$171.00	\$216.00	MRC	\$171.00	\$216.00	Muskeg River Mine	\$171.00	\$216.00	Nexen Kinosis Site	\$211.00	\$273.00	Pan Canadian	\$171.00	\$216.00	Pebble Beach	\$503.00	\$596.00	Pembine Pipeline Algar	\$171.00	\$216.00	Pembine Pipeline AOSPL	\$171.00	\$216.00	PTI Dismantle	\$211.00	\$273.00	River Water Intake Project	\$446.00	\$518.00	Syncrude Site, AB	\$503.00	\$596.00	Surmont / Conoco Phillips	\$171.00	\$231.00	Susan Lake	\$171.00	\$216.00	Wapasu Creek	\$503.00	\$596.00
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<p><b>750-8-1</b></p>	<p><b>PICKUP OR DELIVERY SERVICE – LIMITED ACCESS LOCATIONS</b> <span style="float: right;"><b>LTDO, LTDD</b></span></p> <p>1. When Carrier makes a pickup or delivery at a limited access location, the following charges will apply:</p> <p>A. \$118.00 per shipment, unless otherwise indicated below.</p> <p>2. The term LIMITED ACCESS LOCATION includes but is not limited to the following:</p> <p>A. Individual (mini) storage units  B. Churches  C. Schools  D. Commercial establishments not open to walk-in public during normal business hours  E. Construction sites  F. Fairs or carnivals  G. Prisons  H. Military Base/Installations  I. Rural route or out of town highway access locations  J. Businesses located in residential areas in Canada  K. Sites requiring Security Inspections prior to delivery</p>																																																																														
<p><b>765-1</b></p>	<p><b>PRECEDENCE OF RATES</b></p> <p>1. Except as provided, shipments will be accepted subject to the following provisions:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>																																																																														

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Item	Rule
770	<p><b>PREPAYMENT</b></p> <ol style="list-style-type: none"> <li>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>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> <span style="float: right;"><b>RECC, RECP</b></span></p> <ol style="list-style-type: none"> <li>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>\$94.00 per shipment plus linehaul charges from origin to final destination.               <ol style="list-style-type: none"> <li>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>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>Prior to Delivery, \$11.42 cwt., subject to a minimum charge of \$114.00. Maximum charge will be \$1,196.00 per trailer, per shipment.               <ol style="list-style-type: none"> <li>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>When, except as provided in paragraphs 1 and 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>When Consignee's name is changed, but place of delivery is not changed:               <ol style="list-style-type: none"> <li>Prior to Delivery, \$94.00 per shipment plus linehaul charges from origin to final destination.</li> <li>After tender of Delivery when redelivery is requested or required, \$11.42 cwt., subject to a minimum charge of \$114.00 and a maximum charge of \$1,196.00 per trailer, per shipment, plus linehaul charges from origin to final destination.</li> </ol> </li> <li>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>Prior to Delivery, \$94.00 per shipment plus linehaul charges from origin to final destination.</li> <li>After tender of Delivery, \$11.42 cwt., subject to a minimum charge of \$114.00 and a maximum charge of \$1,196.00 per trailer, per shipment, plus linehaul charges from origin to final destination.</li> </ol> </li> <li>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>Prior to Delivery, applicable rates and charges to and from the reconsignment point.</li> <li>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>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>Prior to Delivery, \$6.72 cwt., subject to a minimum charge of \$55.00, plus applicable rates from origin to reconsignment point.</li> <li>After Tender of Delivery, \$11.42 cwt., subject to a minimum charge of \$114.00, plus rates from origin to reconsignment point.</li> </ol> </li> </ol> </li> <li>When, prior to pickup or receipt of shipment, instructions are received by the originating Carrier to reconsign 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>Instructions to Carrier must be received by originating service center.</li> <li>Carrier will accept the shipment when tendered by the party in possession of the shipment.</li> <li>Carrier will issue a receipt therefore (not a Bill of Lading) to the party tendering the shipment.</li> <li>Carrier will execute the Bill of Lading for the through shipment.</li> <li>A flat charge of \$114.00 per shipment plus linehaul charges from origin to final destination will apply.</li> </ol> </li> <li>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>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>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>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>
890-1	<p><b>LIFTGATE SERVICE</b> <span style="float: right;"><b>LIFC, LIFP, LGOC, LGOP</b></span></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. 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 service, a charge of \$3.06 per cwt., subject to a minimum of \$112.00, will apply.</li> </ol> </li> </ol>
900-1	<p><b>STOPOFFS</b> <span style="float: right;"><b>STO</b></span></p> <ol style="list-style-type: none"> <li>A shipment subject to TL or volume rates may be stopped for partial loading or unloading subject to the following provisions:           <ol style="list-style-type: none"> <li><b>GENERAL PROVISIONS</b> – 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)</li> <li><b>LIMITATIONS:</b> <ol style="list-style-type: none"> <li>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.</li> <li>This item will not apply to any shipment having origin, destination and entire transportation within a single state.</li> </ol> </li> </ol> </li> </ol>

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Item	Rule
<p><b>900-1</b> (cont'd)</p>	<p>C. STOP-OFF CHARGES:</p> <ol style="list-style-type: none"> <li>1. The initial pickup stop and final delivery stop are not subject to stop-off charges.</li> <li>2. Each stop for partial loading or unloading, will be subject to a stop-off charge of \$255.00 per stop.</li> </ol> <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> <ol style="list-style-type: none"> <li>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.</li> <li>2. Stop-off portions must be sufficiently identifiable and segregated so as to distinguish it from other stop-off portions.</li> <li>3. The entire shipment must be available for pickup at time of tender.</li> <li>4. When the Shipper performs the loading, he must load the shipments in the order required by the Carrier.</li> <li>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.</li> <li>6. The shipping order shall designate the following:             <ol style="list-style-type: none"> <li>a. Stop-off point or points and places.</li> <li>b. The quantities, marking and descriptions of articles to be picked up or delivered at each stop-off point and place.</li> <li>c. The name and address of the party or parties from or to which stop-off portions are to be picked up or delivered.</li> </ol> </li> </ol> <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 \$7.80 per mile. All mileage shall be computed by use of the PC*MILER.</p>
<p><b>920-1</b></p>	<p><b>HAZARDOUS MATERIALS OR SUBSTANCES</b> <span style="float: right;"><b>HAZ</b></span>          (See NOTE 1)</p> <ol style="list-style-type: none"> <li>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:             <ol style="list-style-type: none"> <li>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:                 <ol style="list-style-type: none"> <li>1. A notice of 48 hours must be given to Carrier before tendering shipment, advising name of Shipper, origin, Consignee and destination.</li> <li>2. Carrier will determine through its delivering service center if Consignee will accept shipment when tendered.</li> <li>3. Upon advice from Consignee that shipment will be accepted Carrier will accept shipment.</li> <li>4. Upon advice from Consignee that shipment will not be accepted shipment will be refused by Carrier.</li> <li>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.</li> <li>6. 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 debtor of the freight bill 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.</li> <li>7. Waste to be packaged in new or reconditioned DOT specification containers. Non-reusable containers will not be accepted.</li> <li>8. 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.</li> <li>9. Shipments of hazardous materials will be subject to a \$23.00 surcharge.</li> </ol> </li> <li>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 \$9.45 per mile. All mileage shall be computed by the use of the PC*MILER.</li> <li>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:                 <ol style="list-style-type: none"> <li>1. The purchase costs of such permits, plus a service charge of \$86.00 per permit, per state in which a permit is procured, shall be collected from the debtor of the freight bill or party requesting movement of the shipment.</li> </ol> </li> </ol> </li> </ol>

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<b>920-1</b> (cont'd)	<p>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.</p> <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 style="text-align: right;"><b>PRTD, PRTO, DOPO, DOPD</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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">SHIPMENTS CLEARED THROUGH CUSTOMS AT:</th> <th style="text-align: center;">WAREHOUSE CHARGE IN CENTS PER 100 POUNDS</th> <th style="text-align: center;">MINIMUM WAREHOUSE CHARGE IN CENTS</th> <th style="text-align: center;">HANDLING CHARGE IN CENTS PER 100 POUNDS OR FRACTION THEREOF</th> </tr> </thead> <tbody> <tr><td>Calgary, AB</td><td style="text-align: center;">220</td><td style="text-align: center;">2300</td><td style="text-align: center;">a 245</td></tr> <tr><td>Edmonton, AB</td><td style="text-align: center;">220</td><td style="text-align: center;">2300</td><td style="text-align: center;">a 245</td></tr> <tr><td>Lethbridge, AB</td><td style="text-align: center;">220</td><td style="text-align: center;">2300</td><td style="text-align: center;">b 220</td></tr> <tr><td>Medicine Hat, AB</td><td style="text-align: center;">220</td><td style="text-align: center;">2300</td><td style="text-align: center;">b 220</td></tr> <tr><td>e-Quebec</td><td style="text-align: center;">144</td><td style="text-align: center;">2600</td><td style="text-align: center;">d</td></tr> <tr><td>Red Deer, AB</td><td style="text-align: center;">220</td><td style="text-align: center;">2300</td><td style="text-align: center;">b 220</td></tr> <tr><td>Vancouver, BC</td><td style="text-align: center;">220</td><td style="text-align: center;">2300</td><td style="text-align: center;">c 220</td></tr> <tr><td>Winnipeg, MAN</td><td style="text-align: center;">442</td><td style="text-align: center;">4200</td><td style="text-align: center;">.....</td></tr> <tr><td>Saskatchewan</td><td style="text-align: center;">340</td><td style="text-align: center;">2600</td><td style="text-align: center;">.....</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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">SHIPMENTS CLEARED THROUGH CUSTOMS AT:</th> <th style="text-align: center;">CHARGE IN CENTS PER 100 POUNDS</th> <th style="text-align: center;">MINIMUM CHARGE IN CENTS</th> </tr> </thead> <tbody> <tr><td>Calgary, AB</td><td style="text-align: center;">33</td><td style="text-align: center;">9900</td></tr> <tr><td>Edmonton, AB</td><td style="text-align: center;">33</td><td style="text-align: center;">9900</td></tr> <tr><td>Lethbridge, AB</td><td style="text-align: center;">33</td><td style="text-align: center;">9900</td></tr> <tr><td>Medicine Hat, AB</td><td style="text-align: center;">33</td><td style="text-align: center;">9900</td></tr> <tr><td>e-Quebec</td><td style="text-align: center;">24</td><td style="text-align: center;">7500</td></tr> <tr><td>Red Deer, AB</td><td style="text-align: center;">33</td><td style="text-align: center;">9900</td></tr> <tr><td>Vancouver, BC</td><td style="text-align: center;">33</td><td style="text-align: center;">9900</td></tr> <tr><td>Winnipeg, MAN</td><td style="text-align: center;">.....</td><td style="text-align: center;">8900</td></tr> <tr><td>Saskatchewan</td><td style="text-align: center;">28</td><td style="text-align: center;">7800</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 \$24.00 per shipment.</li> <li>b. Subject to a minimum handling charge of \$23.00 per shipment.</li> <li>c. Subject to a minimum handling charge of \$25.00 per shipment.</li> <li>d. A handling charge of \$22.00 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: \$1.36 per cwt per day subject to a minimum charge of \$21.00 per shipment per day.</li> <li>2. TL shipments: \$50.00 per shipment per day.</li> </ol> </li> </ol>	SHIPMENTS CLEARED THROUGH CUSTOMS AT:	WAREHOUSE CHARGE IN CENTS PER 100 POUNDS	MINIMUM WAREHOUSE CHARGE IN CENTS	HANDLING CHARGE IN CENTS PER 100 POUNDS OR FRACTION THEREOF	Calgary, AB	220	2300	a 245	Edmonton, AB	220	2300	a 245	Lethbridge, AB	220	2300	b 220	Medicine Hat, AB	220	2300	b 220	e-Quebec	144	2600	d	Red Deer, AB	220	2300	b 220	Vancouver, BC	220	2300	c 220	Winnipeg, MAN	442	4200	.....	Saskatchewan	340	2600	.....	SHIPMENTS CLEARED THROUGH CUSTOMS AT:	CHARGE IN CENTS PER 100 POUNDS	MINIMUM CHARGE IN CENTS	Calgary, AB	33	9900	Edmonton, AB	33	9900	Lethbridge, AB	33	9900	Medicine Hat, AB	33	9900	e-Quebec	24	7500	Red Deer, AB	33	9900	Vancouver, BC	33	9900	Winnipeg, MAN	.....	8900	Saskatchewan	28	7800
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<b>994-1</b>	<p><b>TORONTO ISLAND</b></p> <p>1. Shipments consigned to Toronto Island will be subject to the following charges:</p> <ol style="list-style-type: none"> <li>A. All applicable Ferry charges will be added to the otherwise applicable freight charges.</li> <li>B. An hourly delivery charge will be added to the otherwise applicable freight charges as follows:             <ol style="list-style-type: none"> <li>1. \$103.00 per hour or fraction thereof when delivery is accomplished using a straight truck.</li> </ol> </li> <li>C. Hourly delivery charge will be calculated as follows:             <ol style="list-style-type: none"> <li>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.</li> </ol> </li> </ol>																																																																						
<b>END OF U.S./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> <span style="float: right;"><b>ADVC, ADVP</b></span></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 \$15.00 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>
360-2-2B	<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 \$10.00 per document will be assessed, subject to a minimum of \$21.00 per request.</li> </ol>
404-1-2B	<p><b>MINIMUM CHARGE – ABSOLUTE</b> (Applicable only when reference is made to this item)</p> <ol style="list-style-type: none"> <li>1. Except as otherwise provided in tariffs or contracts, the absolute minimum charge for shipments moving between points in Canada by FedEx Freight Canada (FXFC) will be \$39.00:</li> </ol>
420-2B	<p><b>CARRIER LIABILITY</b> <span style="float: right;"><b>UADV, ELCP, ELCC</b></span></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> <li>3. When Consignor or Consignee tenders to Carrier used or reconditioned articles, Carrier’s maximum liability shall be \$0.10 per pound, capped at the total weight of the shipment. No excess liability coverage will be available.</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> <span style="float: right;"><b>CFC, CFP, CCFC, CCFP, CRFP, CRFC</b></span></p> <p>1. When a shipment is tendered to Carrier and is identified as a COD shipment, the following charges and provisions will apply:</p> <p>A. 6.0% of the COD amount, subject to a \$85.00 minimum charge</p> <p>B. Unless otherwise stated on the Bill of Lading, COD fees and charges will be collected from the Consignee.</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. Cash</li> <li>2. Certified check</li> </ol>																																																								
<b>435-2B</b>	<p><b>CREDIT CARD PAYMENTS</b> <span style="float: right;"><b>CCHF</b></span></p> <p>1. Payment for all accrued freight and accessorial charges can be made by credit card subject to an additional 3.0% handling charge.</p>																																																								
<b>500-2-2B</b>	<p><b>DETENTION AT TIME OF PICKUP AND/OR DELIVERY</b> <span style="float: right;"><b>DENP, DUNC, DUNP</b></span></p> <p>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.</p> <p>2. Free time will begin when Carrier notifies Consignor/Consignee that the Carrier's vehicle is available for loading or unloading.</p> <p>3. The following detention charges will apply:</p> <p>A. Straight truck charges will be calculated at \$66.00 per hour or fraction thereof.</p> <p>B. For vehicles other than straight truck, the charges will be calculated at \$79.00 per hour or fraction thereof.</p> <p>C. Free time will be determined as follows:</p> <ol style="list-style-type: none"> <li>1. When weight per stop is 1 to 10,000 pounds, half (½) hour of free time will be allowed.</li> <li>2. When weight per stop exceeds 10,000 pounds, one (1) hour of free time will be allowed.</li> </ol> <p>4. FedEx Freight shall have the right to collect charges from the Payor in the case of both loading or unloading regardless of whether linehaul charges are prepaid or collect.</p>																																																								
<b>520-1-2B</b>	<p><b>EXHIBITION SITES</b> <span style="float: right;"><b>EXBC, EXBS</b></span></p> <p>1. Shipments picked up and/or delivered to amusement parks, tradeshows, chautaugas, fairs, exhibition sites, trade fairs or expositions will be subject to the following charges:</p> <p>A. \$128.00 per shipment in addition to the otherwise applicable freight charges.</p>																																																								
<b>530-1-2B</b>	<p><b>LINEAL FOOT MINIMUM</b> <span style="float: right;"><b>LFMC</b></span></p> <p>1. When shipment consists of individual piece or pieces in excess of eight feet (8') in length, with a total weight or rated weight less than 500 pounds, the following additional charge will be applied in addition to all other applicable charges:</p> <p>A. \$2.11 per lineal foot of the total lineal feet tendered to the Carrier will be assessed.</p>																																																								
<b>566-1-2B</b>	<p><b>INSIDE PICKUP AND DELIVERY</b> <span style="float: right;"><b>IDC, IDP, IPP, IPC</b></span></p> <p>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 pup/set or vehicle the following charges will apply:</p> <p>A. \$5.45 per cwt., subject to a minimum charge of \$49.00 per shipment.</p> <p>2. 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.</p> <p>3. Charges apply wherever and whenever the service is performed. This rule does not obligate the Carrier to provide this service if driver deems the area unsafe or transit.</p>																																																								
<b>570-2B</b> (Revised 11-2-15) *	<p><b>FUEL SURCHARGE</b> <span style="float: right;"><b>FSCL, FSCT</b></span></p> <p>1. The weekly national average wholesale (rack) prices for diesel set by Natural Resources Canada (NRC) effective each Monday shall be used to determine the fuel surcharge. All rates and charges for linehaul transportation, and other services which consume fuel, in tariffs or contracts making reference to this tariff, will be increased by the percentage shown below.</p> <p>2. LTL fuel surcharge applies up to 9,999 lbs. TL fuel surcharge applies on shipments of 10,000 lbs and over.</p> <p>3. The surcharge for each week will be based on the NRC price of the previous week. The website is <a href="http://www.nrcan.gc.ca/energy/fuel-prices/4593">http://www.nrcan.gc.ca/energy/fuel-prices/4593</a>.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="4">Price Per Litre</th> </tr> <tr> <th>At Least</th> <th>But Less Than</th> <th>LTL Fuel Surcharge</th> <th>TL Fuel Surcharge</th> </tr> </thead> <tbody> <tr> <td>50.0</td> <td>50.2</td> <td>11.30%</td> <td>18.50%</td> </tr> <tr> <td>50.2</td> <td>50.6</td> <td>11.40%</td> <td>18.70%</td> </tr> <tr> <td>50.6</td> <td>50.9</td> <td>11.50%</td> <td>18.90%</td> </tr> <tr> <td>50.9</td> <td>51.3</td> <td>11.60%</td> <td>19.20%</td> </tr> <tr> <td>51.3</td> <td>51.6</td> <td>11.70%</td> <td>19.40%</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="4">Price Per Litre</th> </tr> <tr> <th>At Least</th> <th>But Less Than</th> <th>LTL Fuel Surcharge</th> <th>TL Fuel Surcharge</th> </tr> </thead> <tbody> <tr> <td>51.6</td> <td>52.0</td> <td>11.80%</td> <td>19.60%</td> </tr> <tr> <td>52.0</td> <td>52.3</td> <td>11.90%</td> <td>19.90%</td> </tr> <tr> <td>52.3</td> <td>52.7</td> <td>12.00%</td> <td>20.10%</td> </tr> <tr> <td>52.7</td> <td>53.0</td> <td>12.10%</td> <td>20.40%</td> </tr> <tr> <td>53.0</td> <td>53.4</td> <td>12.20%</td> <td>20.60%</td> </tr> </tbody> </table>	Price Per Litre				At Least	But Less Than	LTL Fuel Surcharge	TL Fuel Surcharge	50.0	50.2	11.30%	18.50%	50.2	50.6	11.40%	18.70%	50.6	50.9	11.50%	18.90%	50.9	51.3	11.60%	19.20%	51.3	51.6	11.70%	19.40%	Price Per Litre				At Least	But Less Than	LTL Fuel Surcharge	TL Fuel Surcharge	51.6	52.0	11.80%	19.60%	52.0	52.3	11.90%	19.90%	52.3	52.7	12.00%	20.10%	52.7	53.0	12.10%	20.40%	53.0	53.4	12.20%	20.60%
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**Rules Tariff – Intra-Canada Section 2B**

Item	Rule			
	Price Per Litre		LTL Fuel Surcharge	TL Fuel Surcharge
570-2B (cont'd)	At Least	But Less Than	LTL Fuel Surcharge	TL Fuel Surcharge
	53.4	53.8	12.30%	20.80%
	53.8	54.1	12.40%	21.10%
	54.1	54.5	12.50%	21.30%
	54.5	54.8	12.60%	21.50%
	54.8	55.2	12.70%	21.80%
	55.2	55.5	12.80%	22.00%
	55.5	55.9	12.90%	22.20%
	55.9	56.2	13.00%	22.50%
	56.2	56.6	13.10%	22.70%
	56.6	57.0	13.20%	22.90%
	57.0	57.3	13.30%	23.20%
	57.3	57.7	13.40%	23.40%
	57.7	58.0	13.50%	23.70%
	58.0	58.4	13.60%	23.90%
	58.4	58.7	13.70%	24.10%
	58.7	59.0	13.80%	24.40%
	59.0	59.4	13.90%	24.60%
	59.4	59.8	14.00%	24.80%
	59.8	60.2	14.10%	25.10%
	60.2	60.5	14.20%	25.30%
	60.5	60.9	14.30%	25.50%
	60.9	61.2	14.40%	25.80%
	61.2	61.5	14.50%	26.00%
	61.5	61.9	14.60%	26.20%
	61.9	62.2	14.70%	26.50%
	62.2	62.6	14.80%	26.70%
	62.6	63.0	14.90%	27.00%
	63.0	63.4	15.00%	27.20%
	63.4	63.7	15.10%	27.40%
	63.7	64.0	15.20%	27.60%
	64.0	64.4	15.30%	27.90%
	64.4	64.7	15.40%	28.10%
	64.7	65.1	15.50%	28.30%
	65.1	65.4	15.60%	28.60%
	65.4	65.8	15.70%	28.80%
	65.8	66.2	15.80%	29.10%
	66.2	66.5	15.90%	29.30%
	66.5	66.9	16.00%	29.50%
	66.9	67.2	16.10%	29.80%
	67.2	67.6	16.20%	30.00%
	67.6	67.9	16.30%	30.20%
	67.9	68.3	16.40%	30.50%
	68.3	68.6	16.50%	30.70%
	68.6	69.0	16.60%	30.90%
	69.0	69.4	16.70%	31.20%
	69.4	69.7	16.80%	31.40%
	69.7	70.1	16.90%	31.60%
	70.1	70.4	17.00%	31.90%
	70.4	70.8	17.10%	32.10%
70.8	71.1	17.20%	32.40%	
71.1	71.5	17.30%	32.60%	
71.5	71.8	17.40%	32.90%	
71.8	72.2	17.50%	33.10%	
72.2	72.6	17.60%	33.30%	
72.6	72.9	17.70%	33.50%	
72.9	73.3	17.80%	33.80%	
73.3	73.6	17.90%	34.00%	
73.6	74.0	18.00%	34.20%	
74.0	74.3	18.10%	34.50%	
74.3	74.6	18.20%	34.70%	

  

Price Per Litre			
At Least	But Less Than	LTL Fuel Surcharge	TL Fuel Surcharge
74.6	75.0	18.30%	34.90%
75.0	75.4	18.40%	35.20%
75.4	75.8	18.50%	35.40%
75.8	76.1	18.60%	35.70%
76.1	76.5	18.70%	35.90%
76.5	76.8	18.80%	36.10%
76.8	77.1	18.90%	36.40%
77.1	77.5	19.00%	36.60%
77.5	77.8	19.10%	36.80%
77.8	78.2	19.20%	37.00%
78.2	78.6	19.30%	37.30%
78.6	79.0	19.40%	37.50%
79.0	79.3	19.50%	37.80%
79.3	79.6	19.60%	38.00%
79.6	80.0	19.70%	38.20%
80.0	80.3	19.80%	38.50%
80.3	80.7	19.90%	38.70%
80.7	81.0	20.00%	39.00%
81.0	81.4	20.10%	39.20%
81.4	81.8	20.20%	39.40%
81.8	82.1	20.30%	39.60%
82.1	82.5	20.40%	39.90%
82.5	82.8	20.50%	40.10%
82.8	83.2	20.60%	40.30%
83.2	83.5	20.70%	40.60%
83.5	83.9	20.80%	40.80%
83.9	84.2	20.90%	41.10%
84.2	84.6	21.00%	41.30%
84.6	85.0	21.10%	41.50%
85.0	85.3	21.20%	41.80%
85.3	85.7	21.30%	42.00%
85.7	86.0	21.40%	42.20%
86.0	86.4	21.50%	42.50%
86.4	86.7	21.60%	42.70%
86.7	87.1	21.70%	42.90%
87.1	87.4	21.80%	43.20%
87.4	87.8	21.90%	43.40%
87.8	88.2	22.00%	43.60%
88.2	88.5	22.10%	43.90%
88.5	88.9	22.20%	44.10%
88.9	89.2	22.30%	44.40%
89.2	89.6	22.40%	44.60%
89.6	89.9	22.50%	44.80%
89.9	90.2	22.60%	45.10%
90.2	90.6	22.70%	45.30%
90.6	91.0	22.80%	45.50%
91.0	91.4	22.90%	45.80%
91.4	91.7	23.00%	46.00%
91.7	92.1	23.10%	46.20%
92.1	92.4	23.20%	46.50%
92.4	92.7	23.30%	46.70%
92.7	93.1	23.40%	46.90%
93.1	93.4	23.50%	47.20%
93.4	93.8	23.60%	47.40%
93.8	94.2	23.70%	47.70%
94.2	94.6	23.80%	47.90%
94.6	94.9	23.90%	48.10%
94.9	95.2	24.00%	48.30%
95.2	95.6	24.10%	48.60%
95.6	95.9	24.20%	48.80%

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

Item	Rule																																																																																																																																																	
<b>570-2B</b> (cont'd)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Price Per Litre</th> </tr> <tr> <th>At Least</th> <th>But Less Than</th> <th>LTL Fuel Surcharge</th> <th>TL Fuel Surcharge</th> </tr> </thead> <tbody> <tr><td>95.9</td><td>96.3</td><td>24.30%</td><td>49.00%</td></tr> <tr><td>96.3</td><td>96.6</td><td>24.40%</td><td>49.30%</td></tr> <tr><td>96.6</td><td>97.0</td><td>24.50%</td><td>49.50%</td></tr> <tr><td>97.0</td><td>97.4</td><td>24.60%</td><td>49.80%</td></tr> <tr><td>97.4</td><td>97.7</td><td>24.70%</td><td>50.00%</td></tr> <tr><td>97.7</td><td>98.1</td><td>24.80%</td><td>50.20%</td></tr> <tr><td>98.1</td><td>98.4</td><td>24.90%</td><td>50.50%</td></tr> <tr><td>98.4</td><td>98.8</td><td>25.00%</td><td>50.70%</td></tr> <tr><td>98.8</td><td>99.1</td><td>25.10%</td><td>50.90%</td></tr> <tr><td>99.1</td><td>99.5</td><td>25.20%</td><td>51.20%</td></tr> <tr><td>99.5</td><td>99.8</td><td>25.30%</td><td>51.40%</td></tr> <tr><td>99.8</td><td>100.2</td><td>25.40%</td><td>51.60%</td></tr> <tr><td>100.2</td><td>100.6</td><td>25.50%</td><td>51.90%</td></tr> <tr><td>100.6</td><td>100.9</td><td>25.60%</td><td>52.10%</td></tr> <tr><td>100.9</td><td>101.3</td><td>25.70%</td><td>52.30%</td></tr> <tr><td>101.3</td><td>101.6</td><td>25.80%</td><td>52.60%</td></tr> <tr><td>101.6</td><td>102.0</td><td>25.90%</td><td>52.80%</td></tr> <tr><td>102.0</td><td>102.3</td><td>26.00%</td><td>53.10%</td></tr> <tr><td>102.3</td><td>102.7</td><td>26.10%</td><td>53.30%</td></tr> <tr><td>102.7</td><td>103.0</td><td>26.20%</td><td>53.60%</td></tr> <tr><td>103.0</td><td>103.4</td><td>26.30%</td><td>53.80%</td></tr> <tr><td>103.4</td><td>103.8</td><td>26.40%</td><td>54.00%</td></tr> <tr><td>103.8</td><td>104.1</td><td>26.50%</td><td>54.20%</td></tr> <tr><td>104.1</td><td>104.5</td><td>26.60%</td><td>54.50%</td></tr> <tr><td>104.5</td><td>104.8</td><td>26.70%</td><td>54.70%</td></tr> <tr><td>104.8</td><td>105.2</td><td>26.80%</td><td>54.90%</td></tr> <tr><td>105.2</td><td>105.5</td><td>26.90%</td><td>55.20%</td></tr> <tr><td>105.5</td><td>105.8</td><td>27.00%</td><td>55.40%</td></tr> <tr><td>105.8</td><td>106.2</td><td>27.10%</td><td>55.60%</td></tr> <tr><td>106.2</td><td>106.6</td><td>27.20%</td><td>55.90%</td></tr> <tr><td>106.6</td><td>107.0</td><td>27.30%</td><td>56.10%</td></tr> <tr><td>107.0</td><td>107.3</td><td>27.40%</td><td>56.40%</td></tr> <tr><td>107.3</td><td>107.7</td><td>27.50%</td><td>56.60%</td></tr> <tr><td>107.7</td><td>108.0</td><td>27.60%</td><td>56.80%</td></tr> </tbody> </table>	Price Per Litre				At Least	But Less Than	LTL Fuel Surcharge	TL Fuel Surcharge	95.9	96.3	24.30%	49.00%	96.3	96.6	24.40%	49.30%	96.6	97.0	24.50%	49.50%	97.0	97.4	24.60%	49.80%	97.4	97.7	24.70%	50.00%	97.7	98.1	24.80%	50.20%	98.1	98.4	24.90%	50.50%	98.4	98.8	25.00%	50.70%	98.8	99.1	25.10%	50.90%	99.1	99.5	25.20%	51.20%	99.5	99.8	25.30%	51.40%	99.8	100.2	25.40%	51.60%	100.2	100.6	25.50%	51.90%	100.6	100.9	25.60%	52.10%	100.9	101.3	25.70%	52.30%	101.3	101.6	25.80%	52.60%	101.6	102.0	25.90%	52.80%	102.0	102.3	26.00%	53.10%	102.3	102.7	26.10%	53.30%	102.7	103.0	26.20%	53.60%	103.0	103.4	26.30%	53.80%	103.4	103.8	26.40%	54.00%	103.8	104.1	26.50%	54.20%	104.1	104.5	26.60%	54.50%	104.5	104.8	26.70%	54.70%	104.8	105.2	26.80%	54.90%	105.2	105.5	26.90%	55.20%	105.5	105.8	27.00%	55.40%	105.8	106.2	27.10%	55.60%	106.2	106.6	27.20%	55.90%	106.6	107.0	27.30%	56.10%	107.0	107.3	27.40%	56.40%	107.3	107.7	27.50%	56.60%	107.7	108.0	27.60%	56.80%	
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<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>	<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 pounds per cubic foot except for Newfoundland and Labrador points which are subject to a minimum weight of 15 pounds per cubic foot. Shipments occupying 10 lineal feet or more are subject to a minimum weight of 1,000 pounds per lineal foot.</li> </ol>																																																																																																																																																	
<b>620-2B</b>	<p><b>VEHICLE FURNISHED BUT NOT USED</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 and be assessed against the Consignor that made the pickup request:                             <ol style="list-style-type: none"> <li>A. A flat charge of \$33.00 will be assessed.</li> </ol> </li> </ol>																																																																																																																																																	
<b>750-2-2B</b>	<p><b>PICKUP OR DELIVERY SERVICE – PRIVATE RESIDENCES</b> <span style="float: right;"><b>RESO, RESD</b></span></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. \$85.00 per shipment.</li> <li>B. Other applicable charges described in this tariff, including inside pickup and/or delivery.</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. 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>																																																																																																																																																	

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

Item	Rule																																																																																																		
750-3-2B	<p><b>NOTIFICATION PRIOR TO DELIVERY</b> <span style="float: right;"><b>NCM, NCMC, NCMP, NTFY</b></span></p> <p>1. When notification prior to delivery is requested, by any means whatsoever, the following charges will apply:                      A. \$50.00 per shipment will be assessed against the party responsible for the line haul 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.</p> <p>2. This item will not apply on initial notification for shipments moving from or to a private residence or limited access location.</p>																																																																																																		
750-6-2B	<p><b>DELIVERY SERVICE – WIND FARM SITES</b> <span style="float: right;"><b>WIND</b></span></p> <p>1. Shipments delivered to Wind Farms will, in addition to all other applicable charges be subject to the following charges:                      A. \$381.00 per shipment.</p> <p>2. In the case of delivery, such charges will include an initial notification to make delivery arrangements only if Carrier is provided the correct telephone number of the Consignee.</p> <p>3. Charges stated herein are subject to applicable fuel surcharges.</p>																																																																																																		
750-7-2B	<p><b>DELIVERY SERVICE – MINE SITES</b> <span style="float: right;"><b>MSDD MSPO</b></span></p> <p>1. Shipments delivered to mines (See NOTE 1) will, in addition to all other applicable charges be subject to the following charges:                      A. \$10.87 per cwt., subject to a minimum charge of \$118.00 per shipment.</p> <p>Exception – WILLOW CREEK MINE NEAR CHETWYND, BC                      Rate to Chetwynd, BC, and add the following charges:                      A. Shipments weighing up to 5000 pounds \$313.00                      B. 5000 pounds and greater \$596.00</p> <p>Exception – ST. ANDREWS COLDFIELD MINESITE – Matheson, ON                      A. Flat Rate \$199.00</p> <p>Exception – SMOKEY FALLS 2, Little Long / Lower Mattagami River Project                      A. Flat Rate \$327.00</p> <p>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:                      Imperial Oil – Plant Site – Cold Lake, AB</p> <table border="1" data-bbox="305 835 852 1018"> <tr> <td>A. Minimum Delivery Charge</td> <td>\$105.00 per shipment</td> </tr> <tr> <td>B. Less than 500 lbs</td> <td>\$59.03 per cwt</td> </tr> <tr> <td>C. 500 lbs – 999 lbs</td> <td>\$33.90 per cwt</td> </tr> <tr> <td>D. 1,000 lbs – 1,999 lbs</td> <td>\$28.04 per cwt</td> </tr> <tr> <td>E. 2,000 lbs – 4,999 lbs</td> <td>\$23.14 per cwt</td> </tr> <tr> <td>F. 5,000 lbs – 9,999 lbs</td> <td>\$18.96 per cwt</td> </tr> <tr> <td>G. 10,000 lbs or more</td> <td>\$12.82 per cwt</td> </tr> </table> <table border="1" data-bbox="305 1029 1144 1852"> <thead> <tr> <th></th> <th>Up to 5,000 pounds</th> <th>5,000 pounds and greater</th> </tr> </thead> <tbody> <tr><td>Albian Sands / Sharkbite</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Anzac / Nexen Long Lake</td><td>\$171.00</td><td>\$231.00</td></tr> <tr><td>Athabasca Lodge</td><td>\$185.00</td><td>\$245.00</td></tr> <tr><td>Aurora Mine</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Beaver River Lodge</td><td>\$185.00</td><td>\$245.00</td></tr> <tr><td>Birch Mountain Resources</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Cenovus Oil Sands-Foster</td><td>\$581.00</td><td>\$581.00</td></tr> <tr><td>Christina Lake</td><td>\$130.00</td><td>\$300.00</td></tr> <tr><td>CNRL / Horizon</td><td>\$211.00</td><td>\$273.00</td></tr> <tr><td>Connacher Great Divide / Alger</td><td>\$408.00</td><td>\$505.00</td></tr> <tr><td>Creek Site, AB Husky Oil Sands-Sunrise Project</td><td>\$503.00</td><td>\$596.00</td></tr> <tr><td>Crow Creek Site</td><td>\$733.00</td><td>\$805.00</td></tr> <tr><td>Deer Creek / Deer Lake</td><td>\$211.00</td><td>\$273.00</td></tr> <tr><td>Fire Bag / Husky</td><td>\$503.00</td><td>\$596.00</td></tr> <tr><td>Fort Hills</td><td>\$198.00</td><td>\$260.00</td></tr> <tr><td>Fort Mackay / Fort McKay</td><td>\$211.00</td><td>\$273.00</td></tr> <tr><td>Hangingstone</td><td>\$159.00</td><td>\$211.00</td></tr> <tr><td>Japan Canada</td><td>\$159.00</td><td>\$211.00</td></tr> <tr><td>Joslyn Creek</td><td>\$211.00</td><td>\$273.00</td></tr> <tr><td>Kearl Lake / Kerl Lake</td><td>\$408.00</td><td>\$476.00</td></tr> <tr><td>McKay River / MacKay River / Black Sands</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Mildred Lake Site, AB</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>MRC</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Muskeg River Mine</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Nexen Kinosis Site</td><td>\$211.00</td><td>\$273.00</td></tr> <tr><td>Pan Canadian</td><td>\$171.00</td><td>\$216.00</td></tr> <tr><td>Pebble Beach</td><td>\$503.00</td><td>\$596.00</td></tr> </tbody> </table>	A. 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**Rules Tariff – Intra-Canada Section 2B**

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<p><b>750-8-2B</b></p>	<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>\$85.00 per shipment, unless otherwise indicated below.</li> </ol> </li> <li>The term LIMITED ACCESS LOCATION includes but is not limited to the following:             <ol style="list-style-type: none"> <li>Individual (mini) storage units.</li> <li>Churches.</li> <li>Schools.</li> <li>Commercial establishments not open to walk-in public during normal business hours.</li> <li>Construction sites.</li> <li>Fairs or carnivals.</li> <li>Prisons.</li> <li>Military Base/Installations.</li> <li>Rural route or out of town highway access locations.</li> <li>Businesses located in residential areas in Canada.</li> <li>Sites requiring Security Inspections prior to delivery</li> </ol> </li> </ol>																											
<p><b>750-9-2B</b></p>	<p><b>REGION SHOPPING MALLS</b> <span style="float: right;"><b>RMDC</b></span></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>\$33.00 per shipment.</li> </ol> </li> </ol>																											
<p><b>753-2B</b></p>	<p><b>SERVICE PROVIDED DURING NON-BUSINESS TIME OR NON-BUSINESS DAYS</b> <b>NBHC, NBHP, SATC, SATP, SATD, SATW, SAWC, SAWP</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 Carrier agrees to perform the services the following charges and provisions will apply:             <ol style="list-style-type: none"> <li>Shipments within the Service Center Metro area:                 <ol style="list-style-type: none"> <li>\$125.00 per person per hour or fraction thereof subject to a minimum charge of \$454.00 per person will be applied when any vehicle with trailer of less than 29 feet in length or a straight truck of less than 24 feet in length is used.</li> <li>\$146.00 per person per hour or fraction thereof subject to a minimum charge of \$637.00 per person 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 Service Center Metro area and/or deliveries required outside of the Service Center area:                 <ol style="list-style-type: none"> <li>\$125.00 per person per hour or fraction thereof subject to a minimum charge of \$454.00 per person will be applied when any vehicle with a trailer of less than 29 feet in length or a straight truck of less than 24 feet in length is used, plus an additional charge of \$1.97 per Kilometer based on one way mileage.</li> <li>\$146.00 per person per hour or fraction thereof subject to a minimum charge of \$637.00 per person will be applied when a vehicle of greater length than above or if shipment exceeds 12 skids spaces plus an additional charge of \$1.97 per Kilometer based on one way mileage.</li> </ol> </li> <li>Time will start when driver is dispatched from the service center and end when driver returns to service center.</li> <li>Business hours are defined as the time period from 7:00AM to 6:00PM.</li> <li>Business days are defined as Monday through Friday, except those days that are considered Statutory holidays.</li> </ol> </li> </ol>																											
<p><b>754-2B</b></p>	<p><b>PREMIUM SERVICE CHARGES</b> <span style="float: right;"><b>SDAY, SHRS</b></span></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 \$192.00 if on a straight truck or \$575.00 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 \$232.00 if on a straight truck or \$641.00 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 \$2.00 per kilometer from Carrier's service center to point of pickup to point of delivery.</li> </ol>																											
<p><b>800-2B</b></p>	<p><b>CUSTOMS OR SUFFERANCE WAREHOUSING</b> <span style="float: right;"><b>SFWH</b></span></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>\$33.00 fee in additional to all other freight charges.</li> <li>Charges as assessed by the sufferance warehouse operator plus the \$33.00 fee in 1.A. above and all other freight charges.</li> </ol> </li> </ol>																											

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

<b>Item</b>	<b>Rule</b>	
<b>810-2B</b>	<p><b>PROTECTION FROM FREEZING SERVICES</b></p> <p>1. When Consignor/Consignee request a shipment be protected from the cold (over 0 degree C) the following charges and provisions will apply:                      A. Special arrangements must be made prior to shipping.                      B. A charge equal to 10% of the total freight charges, subject to a minimum charge of \$33.00 will be applied to the shipment in addition to all other accrued freight charges.</p>	<b>PF, AKDF</b>
<b>825-2B</b>	<p><b>RETURNED SHIPMENTS</b></p> <p>1. 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.                      2. Shipments moving under the provisions of this item will be subject to all other provisions of the Rules Tariff.</p>	
<b>830-2B</b>	<p><b>REDELIVERY</b></p> <p>1. 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:                      A. \$6.17 per cwt, subject to a minimum charge of \$46.00. Maximum charge will be \$353.00 per shipment.</p>	<b>REDC, REDP</b>
<b>890-1-2B</b>	<p><b>LIFTGATE SERVICE</b></p> <p>1. 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.                      A. When FedEx Freight Canada provides liftgate services, an additional charge of \$112.00 will be assessed per shipment in addition to all other accrued freight charges.</p>	<b>LIFC, LIFP, LGO, LGOP</b>
<b>920-1-2B</b>	<p><b>HAZARDOUS MATERIALS OR SUBSTANCES</b></p> <p>1. Carrier will accept shipments of hazardous materials or substances for transportation in accordance with the transportation requirements of the Canadian Ministry of Transportation.                      2. When Consignor/Consignee requests Carrier to transport hazardous materials or substances, the following charges will apply:                      A. \$38.00 per shipment.                      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.</p>	<b>HAZ</b>
<b>960-2B</b>	<p><b>LOSS OR DAMAGE – CLAIM FILING</b></p> <p>1. 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.                      2. 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.                      3. 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 from the scheduled delivery date.                      4. 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.                      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.                      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 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.                      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.                      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.</p>	
<b>992-2B</b>	<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:                      A. \$101.00 subject to the service being performed in the same point as the point of the Carrier's service center.                      B. \$101.00 plus a charge of \$1.96 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>	<b>TSHU</b>
<b>994-2B</b>	<p><b>TORONTO ISLAND</b></p> <p>1. Shipments consigned to Toronto Island will be subject to the following charges:                      A. All applicable Ferry charges will be added to the otherwise applicable freight charges.                      B. An hourly delivery charge will be added to the otherwise applicable freight charges as follows:                      1. \$103.00 per hour or fraction thereof when delivery is accomplished using a straight truck.                      C. Hourly delivery charge will be calculated as follows:                      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>	<b>TORI</b>

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

<b>Item</b>	<b>Rule</b>
<b>1000-2B</b>	<p style="text-align: right;"><b>EQRT</b></p> <p><b>EQUIPMENT RENTAL</b></p> <ol style="list-style-type: none"> <li>1. With prior agreement with Carrier, Carrier will provide driver and equipment at the following hourly rates, if drivers and equipment are available:               <ol style="list-style-type: none"> <li>A. Straight truck charges will be \$103.00 per hour or fraction thereof subject to a minimum charge of \$306.00.</li> <li>B. Tractor/trailer charges will be \$120.00 per hour or fraction thereof subject to a minimum charge of \$600.00.</li> <li>C. Tractor only charges will be \$113.00 per hour or fraction thereof subject to a minimum charge of \$559.00.</li> </ol> </li> <li>2. When above service is requested on non-business days, holidays or during non-business hours the charges will be:               <ol style="list-style-type: none"> <li>A. Straight truck charges will be \$134.00 per hour or fraction thereof subject to a minimum charge of \$535.00.</li> <li>B. Tractor/trailer charges will be \$156.00 per hour or fraction thereof subject to a minimum charge of \$623.00.</li> <li>C. Tractor only charges will be \$146.00 per hour or fraction thereof subject to a minimum charge of \$584.00.</li> </ol> </li> <li>3. Time will start when driver is dispatched from the service center and ends when driver returns to service center.</li> <li>4. Travel time of 1 hour will be added to actual time.</li> </ol>
<b>1700-2B</b>	<p><b>FINES OR PENALTIES</b></p> <ol style="list-style-type: none"> <li>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.</li> </ol>
	<b>END OF INTRA-CANADA SECTION 2B</b>

**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="276 262 1266 714"> <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. Rates for the Mexico portion of the shipments moving between points in the U.S. and/or points in Canada on the one hand and points in Mexico on the other are FXFM Door to Door as contained in the FXF 1000 series base rates.</p>																																																																				
404-3	<p><b>MINIMUM CHARGE — ABSOLUTE</b></p> <p>1. Except as otherwise provided, the absolute minimum charge is \$643.00 MXN for shipments moving between points in Mexico.</p>																																																																				
500-2	<p><b>DETENTION</b> <span style="float: right;"><b>DENP, DUNC, DUNP</b></span></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 U.S.:</p> <p>A. For DETENTION with Power, the following charges and provisions will apply:</p> <ol style="list-style-type: none"> <li>1. \$46.00 per pup for each 15 minutes or fraction thereof, subject to a minimum charge of \$52.00.</li> <li>2. Free time will be determined as follows: <table border="0" data-bbox="357 1260 893 1396"> <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 1,000 lbs.</td> <td>15 minutes</td> </tr> <tr> <td>a.2. 1,000 through 4,999 lbs.</td> <td>30 minutes</td> </tr> <tr> <td>a.3. 5,000 through 9,999 lbs.</td> <td>40 minutes</td> </tr> <tr> <td>a.4. 10,000 lbs. or more</td> <td>60 minutes</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. FedEx Freight shall have the right to collect charges from the Payor in the case of both loading or 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. \$148.00 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> </ol>	<u>WEIGHT PER STOP</u>	<u>FREE TIME PER STOP</u>	a.1. Less than 1,000 lbs.	15 minutes	a.2. 1,000 through 4,999 lbs.	30 minutes	a.3. 5,000 through 9,999 lbs.	40 minutes	a.4. 10,000 lbs. or more	60 minutes																																																										
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**Rules Tariff – U.S./Mexico Section 3**

Item	Rule
<p><b>500-2</b> (cont'd)</p>	<p>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.</p> <p>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.</p> <p>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.</p> <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 \$120.00 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4th day of charges.</p> <p>4. When Carrier Detention with Power is accrued within Mexico, the charge will be \$26.00 per 30 minutes or fractions thereof after 45 minutes of free time.</p>
<p><b>501-3</b></p>	<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 \$279.00 MXN per 30 minutes or fractions thereof after 45 minutes of free time.</p>
<p><b>571-2</b></p>	<p><b>SHRINK WRAP FEE</b> <span style="float: right;"><b>MXSW, MSWC, MSWP</b></span></p> <p>1. When shipper request Carrier to shrink wrap freight, a charge of \$44.00 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>
<p><b>572-2</b></p>	<p><b>COST OF FURNISHING PALLET</b> <span style="float: right;"><b>MXPS, MPSC, MPSP</b></span></p> <p>1. When Customer requests that pallets be furnished by Carrier, a charge of \$71.00 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>
<p><b>750-8-3</b></p>	<p><b>PICKUP OR DELIVERY SERVICE - LIMITED ACCESS LOCATIONS</b> <span style="float: right;"><b>LTDO, LTDD</b></span></p> <p>1. When Carrier makes a pickup or delivery at a limited access location, the following charges will apply:</p> <p style="margin-left: 20px;">A. \$106.00 per shipment.</p> <p>2. The term LIMITED ACCESS LOCATION includes but is not limited to the following:</p> <p style="margin-left: 20px;">A. Individual (mini) storage units.</p> <p style="margin-left: 20px;">B. Churches.</p> <p style="margin-left: 20px;">C. Schools.</p> <p style="margin-left: 20px;">D. Commercial establishments not open to walk-in public during normal business hours.</p> <p style="margin-left: 20px;">E. Construction sites.</p> <p style="margin-left: 20px;">F. Fairs or carnivals.</p> <p style="margin-left: 20px;">G. Prisons.</p> <p style="margin-left: 20px;">H. Military bases and installations.</p> <p style="margin-left: 20px;">I. Mine sites.</p> <p style="margin-left: 20px;">J. All deliveries to the following ZIP codes within Mexico; 06000 through 06995.</p> <p style="margin-left: 20px;">K. Sites requiring Security Inspections prior to delivery</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>
<p><b>753-2</b></p>	<p><b>SERVICE PROVIDED DURING NON-BUSINESS TIME</b> <span style="float: right;"><b>NBHC, NBHP, SATC, SATD, SATP, SATW, SAWC, SAWP</b></span></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 style="margin-left: 20px;">A. When service is provided in the U.S., \$131.00 per person per hour or fraction thereof, subject to a minimum charge of \$264.00 per person for non-business hours and \$490.00 per person for non-business days.</p> <p style="margin-left: 20px;">B. When service is provided in MX, \$51.00 per person per hour or fraction hereof.</p> <p style="margin-left: 20px;">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 P.M. to 5:00 A.M.</p> <p>4. Business days in Mexico are defined as Monday through Friday and Saturday (8:00 A.M. to 1:00 P.M. only). This is an exception to the business days defined in item 115 herein and is only applicable when the services are provided by a service center located in Mexico.</p>
<p><b>821-3</b></p>	<p><b>BROKER DIVERSION AT U.S./MEXICO BORDER</b></p> <p>1. Shipments that originate from the U.S. or Canada destined to Mexico or shipments that originate from Mexico to the U.S. or Canada must be tendered to a Broker for cross-border clearance. In those cases where the Broker does not tender the shipment back to FedEx to affect the final leg of the delivery, the shipment will be updated to show the consignee as the FedEx service center that tendered the shipment to the Broker. There will be no reconsignment or diversion charges applied to the shipment. Nor will FedEx be held liable for those shipments that the Broker did not tender back to FedEx beyond the point where the shipment was tendered to the Broker.</p>

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

Item	Rule									
830-3	<p><b>REDELIVERY</b> <span style="float: right;"><b>REDC, REDP</b></span></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> <ol style="list-style-type: none"> <li>1. \$9.77 per cwt., subject to a minimum charge of \$97.00 and a maximum charge of \$1,023.00 per shipment.</li> </ol> <p>B. If the service is provided at a point in Mexico:</p> <ol style="list-style-type: none"> <li>1. A flat charge of \$76.00 USD or \$841.00 MXN.</li> </ol>									
886-3	<p><b>DRIVER HANDLING CHARGE</b> <span style="float: right;"><b>DRHC</b></span></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. \$105.00 MXN per cubic meter per pallet subject to a minimum charge of \$211.00 MXN per shipment and a maximum charge of \$2,806.00 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> <span style="float: right;"><b>LIFC, LIFP</b></span></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 \$140.00 will apply.</p>									
910-2	<p><b>STORAGE</b> <span style="float: right;"><b>STGC, STGP</b></span></p> <p>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:</p> <p>A. When freight is held by Carrier in the U.S.:</p> <ol style="list-style-type: none"> <li>1. \$2.63 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, \$25.00 per shipment per each 24 hours, but not less than \$92.00 per shipment.</li> <li>b. Minimum charge, TL, Volume, Exclusive Use or Capacity Load, \$186.00 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. \$186.00 for the first 24 hours or fraction thereof.</li> <li>2. \$247.00 for the second 24 hours or fraction thereof.</li> <li>3. \$368.00 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 U.S.:</li> <ol style="list-style-type: none"> <li>1. \$3.68 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, \$92.00.</li> <li>b. Maximum charge, LTL and/or TL, or per pup if more than one pup is used, \$1,050.00.</li> </ol> </li> </ol> <li>C. When freight is held by Carrier in Mexico, the charge will be \$71.00 MXN per cubic meter per day.</li> </ol> <p>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.</p> <p>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.</p> <p>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 \$293.00 will apply to cover all handling, administrative and other associated costs.</p>									
950-3	<p><b>PORT CHARGES</b></p> <p>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.</p> <p>2. When Carrier provides or arranges pickup or delivery service at any of the following ports in Mexico, the following charges will apply:</p> <table border="1" data-bbox="305 1436 1490 1629"> <tbody> <tr> <td data-bbox="305 1436 699 1556">Port of Veracruz</td> <td data-bbox="699 1436 1094 1556">3,500 KG or less 3,501 KG – 8,000 KG 8,001 KG – 12,000 KG 12,001 KG or more loaded on one (1) vehicle</td> <td data-bbox="1094 1436 1490 1556">\$1,000.00 MXN \$2,200.00 MXN \$3,100.00 MXN \$4,300.00 MXN</td> </tr> <tr> <td data-bbox="305 1556 699 1591">Port of Altamira</td> <td data-bbox="699 1556 1094 1591"></td> <td data-bbox="1094 1556 1490 1591">\$1,500.00 MXN</td> </tr> <tr> <td data-bbox="305 1591 699 1629">Port of Manzanillo</td> <td data-bbox="699 1591 1094 1629"></td> <td data-bbox="1094 1591 1490 1629">\$1,500.00 MXN</td> </tr> </tbody> </table> <p>3. 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 \$1,500.00 MXN will be assessed against the party requesting the pickup.</p>	Port of Veracruz	3,500 KG or less 3,501 KG – 8,000 KG 8,001 KG – 12,000 KG 12,001 KG or more loaded on one (1) vehicle	\$1,000.00 MXN \$2,200.00 MXN \$3,100.00 MXN \$4,300.00 MXN	Port of Altamira		\$1,500.00 MXN	Port of Manzanillo		\$1,500.00 MXN
Port of Veracruz	3,500 KG or less 3,501 KG – 8,000 KG 8,001 KG – 12,000 KG 12,001 KG or more loaded on one (1) vehicle	\$1,000.00 MXN \$2,200.00 MXN \$3,100.00 MXN \$4,300.00 MXN								
Port of Altamira		\$1,500.00 MXN								
Port of Manzanillo		\$1,500.00 MXN								
1100-3	<p><b>DEAD RUNS</b> <span style="float: right;"><b>DRUN</b></span></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. LTL shipments will be subject to a charge of \$351.00 MXN per shipment.</p> <p>B. TL shipments will be subject to a charge of \$1,754.00 MXN per shipment.</p> <p>2. The responsible debtor for the above charges will be the party that made the pickup request.</p>									
<b>END OF U.S./MEXICO SECTION 3</b>										

