

Rochester Distribution Unlimited, Inc (RDU Inc) Rules Tariff

Effective 4/1/2004

Item 10 BILLS OF LADING – FAK OR “FREIGHT ALL KINDS” SHIPMENTS

The shipper must identify the specific commodity or product on the bill of lading for all transportation moving under FAK or Freight All Kinds rates. If the shipper fails to identify the specific commodity or product, carrier will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is incompatible or is prohibited by federal, state or local laws and regulations from being co-loaded on the same trailer with the product or commodity moving under the FAK or freight all kinds.

Item 15 CHANGING BILLS OF LADING ADMINISTRATION FEE

Changes in the collection status (prepaid or collect) of a freight bill will be permitted upon receipt of a corrected bill of lading or other written instructions from the shipper. After a shipment has been delivered, written authorization for reversal of charges must be furnished by the party (shipper or consignee) assuming responsibility for payment. Reversal of charges will not be allowed after payment has been received based on the terms (prepaid or collect) of the original bill of lading. Instructions to add, change or delete third party to a freight bill may only be accepted from the shipper and only before payment has been received on the terms of the original bill of lading.

- \$20.00 charge

Item 20 THIRD PARTY BILLING

When the shipper or consignee elect "Third Party Billing", this carrier will accept these conditions subject to the provisions of all applicable rules and tariffs. However, the allowances, discounts or commodity rates published in tariffs governed by this rules tariff WILL NOT APPLY when the "Third Party Billing" information is omitted or left off the Bill of Lading.

NOTE: Shipments made subject to the provisions of this item must be billed as "Prepaid". Third Party Billing shipments will be accepted only when the shipper has established credit with RDU and guarantees to pay all lawfully accrued charges if the third party fails to do so.

Item 30 UNDELIVERED FREIGHT:

Freight which cannot be delivered because of the consignee's refusal to accept it, or because the carrier cannot locate the consignee or if freight cannot be transported because of an error, or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason freight was undeliverable.

Undelivered shipments will be subject to applicable storage, detention and redelivery charges.

Item 40 C.O.D. SHIPMENTS

Unless otherwise provided in carriers' tariffs, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges: The letters "COD" must be clearly stamped, typed or written on all such bills of lading, freight and shipping orders. When using carriers Bill of Lading, appropriate box must be completed.

The COD amount for COD shipments must be collected at the time such shipments are delivered to the consignee. Freight and COD charges must be paid by shipper for COD shipments.

The following forms of payment will be accepted in payment of COD amounts: (1) Cash, up to a maximum of \$250.00 (2) Certified Bank or Cashiers Check (3) Money Order (4) Company Check of the consignee. The carrier will accept payment of COD amounts only as the agent of the consignor. Carrier's responsibility is limited to exercising due care and diligence in collecting and forwarding the COD payment to the consignor.

Should shipper fail to properly prepare Bill of Lading, all liability on the part of the carrier ceases should a shipment inadvertently be delivered without collecting the COD amount or collecting incorrect form of the COD amount.

- \$25.00 Minimum Charge or 4% of C.O.D. amount up to \$100.00 maximum.

Item 50 CUSTOMS OR IN BOND FREIGHT CHARGE

Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States or requiring delivery under U.S. Customs supervision will be assessed the following charges:

- \$1.25 per 100 pounds
- Minimum Charges per shipment \$25.00
- Maximum Charges per shipment or per trailer \$150.00

Such charge shall be in addition to all other applicable charges. Party paying freight charges will be responsible for IN BOND CHARGES.

Freight moving in bond may **not** be included in the same shipment on the same Bill of Lading and shipping order with freight not moving in bond. Each IT Permit (Intermediate Transportation Permit) or 3461's issued for movement of an in bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading or shipping order.

Shipments waiting U.S. Customs clearance will be subject to applicable detention charges or storage charges.

Item 60 INSIDE DELIVERY CHARGE

Inside delivery charges are listed as follows:

- Less than 25lbs.- ground floor - no charge
- \$3.00 CWT with a minimum charge of \$15.00 - Ground Floor
- \$3.25 CWT with a \$25.00 minimum – Above or below ground level

Item 70 EQUIPMENT ORDERED AND NOT USED

When carrier is requested to perform transportation services and dispatches equipment to a point designated, in accordance with the instruction of the party ordering the equipment, and instruction to the carrier is later changed and the equipment has been dispatched and is not used through no fault of the carrier, the following charges will be assessed:

- \$30.00 minimum LTL shipments
- \$60.00 minimum will be applied for truckload
- \$70.00 minimum for flatbeds

Item 80 DETENTION- VEHICLES WITH POWER UNITS

Applies when a delay of the drivers and equipment is attributed to the shipper or consignee. Charges apply after the expiration of free time. Carrier will maintain records to verify any charges for detention.

- LTL 15 minutes free
- After first 15 minutes- \$55.00 for the first hour or portion thereof each (15) minute period or portion thereof.
- Truckload 1 hour free for loading; 1 hour free for unloading \$55.00 for the first hour or portion thereof; \$15.00 for each (15) minute period or portion thereof.
- Specialized equipment- Flatbed Charges outside quoted arrangements for pick up/delivery. Additional charges may include storage, travel time and additional costs when freight cannot be off loaded per arrangements.

Item 90 STORAGE CHARGES

Freight held in carriers possession by reason of an act or an omission of the shipper, consignee or for customs clearance of inspection and through no fault of the carrier, will be considered stored immediately and subject to the following provisions:

Storage charges will begin at 7:00am the first business day and will accrue every day thereafter excluding holidays and weekends. After notice has been given to the shipper or consignee that freight is in carrier's facility, charges will not begin to incur until 24 hours after such notice is given. No charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.

- \$10.00 minimum shipment per day
- \$1.00-\$1.50 CWT

Item 100 HAZARDOUS MATERIAL CHARGE

Shipments of hazardous materials must be properly noted on bill of lading. Required hazardous materials information on the shipment and emergency information must be included with each shipment. Carrier reserves the right to refuse any item that does not contain the proper UN (United Nations) or DOT (Department of Transportation) safety labeling or the appropriate Emergency Response information in the form of a material safety data sheet, the appropriate Emergency Response Guidebook reference page or any other appropriate format authorized under 49 CFR 172.602(b).

- \$15.00 for each hazardous material shipment

SHIPPER will be responsible for payment of all costs associated with the clean up of their materials when such cleanup is a result of SHIPPER's negligence. Such cases may include, but are not limited to, package failure, improper loading/securement by shipper, exceeding package outage/ullage limits, etc.

Item 110 LIMITATION OF LIABILITY

Except as otherwise specifically provided, in the event of loss of and/or damage to all or part of a shipment, RDU's liability will not exceed the lesser of: the actual value of the shipment, \$ 5.00 per pound per shipment with a maximum of \$100,000 per shipment/truckload/container load unless a greater degree of liability has been specifically assumed in writing by an authorized representative of the Carrier prior to tender of a shipment.

Item 120 EXCESS LIABILITY COVERAGE – ITEMS OF EXTRAORDINARY VALUE

If shipper desires to tender a shipment requiring carrier liability in excess of carrier's maximum liability as defined in Item 110 of this tariff, then shipper must indicate in writing on the Bill of Lading at the time of shipment with the total dollar amount of excess coverage requested. Carrier will assess an additional charge, in excess of the total freight charges, of \$.60 per each \$100.00 in excess of the carrier's maximum liability as defined in Item 110 of this tariff. Excess Liability Coverage charge is subject to a minimum of \$25.00 per shipment.

Excess liability coverage charges shall be paid by party specified in the bill of lading as responsible for the payment of freight charges. If the released value or declared value is not clearly noted on the carrier's bill, the carrier's cargo liability is limited to \$5.00 per pound. Advanced warning to an authorized representative of the Carrier via fax must be confirmed via return fax for shipments being transported in excess of \$100,000 per shipment/truckload/container load. Notwithstanding the agreed or declared value represented by the shipper, Excess Liability Coverage and Carrier's Maximum Liability shall not exceed the full actual value of the goods lost or damaged in transit or \$300,000.00, whichever is lower.

NOTE: This ITEM does not apply on those articles specifically named in Item 130.

Item 130 EXCLUDED COMMODITIES

Carrier will not accept the following commodities for transportation or storage:

- A. Explosives
- B. Garbage, trash and refuse including hazardous waste.
- C. Household goods and furniture
- D. Precious metals, precious and semi-precious stones, jewelry, furs, paintings, statuary and other works of art

Carrier reserves the right to refuse:

- Any commodity or shipment that poses any imminent or potential threat to the environment or may be harmful to the carrier's personnel or general public.
- Any product or commodity that is determined to be improperly packaged for the rigors of transportation and handling.

Item 140 CONSTRUCTION SITE DELIVERY

Carrier must be ***notified in advance*** of shipments being made to construction sites to insure delivery of material can be made safely to the site. Bill of lading must be clearly marked for Construction Site delivery.

- \$30.00 additional minimum with \$150.00 maximum

Item 150 RESIDENTIAL DELIVERY

Shipments which require a residential delivery, must be clearly marked on the bill of lading.

- \$20.00 additional

Item 155 RECONSIGNMENT FEE

Shipments transported reconsigned or diverted are subject to the following charges:

- \$30.00 minimum based on the reconsignment distance from original consignor location.

Item 160 REDELIVERY FEE

When a shipment is tendered for delivery and through no fault of the carrier such delivery cannot be accomplished, shipper will be notified. Additional delivery attempts will be subject to additional charge of the original actual charge (plus the original delivery charge).

Item 170 LIFT GATE CHARGE

Shipments that require lift gate service must have the requirement clearly listed on the bill of lading.

- \$25.00 minimum

Item 180 APPOINTMENT CHARGE

Shipments requiring appointments are subject to an additional charge.

- Additional \$25.00 per shipment

Item 190 FUEL SURCHARGE

Fuel surcharge applies on both LTL and TL shipments. The fuel surcharge is adjusted on Tuesday and is based on the US Department of Energy's National Average Diesel Fuel Index for the Central Region in effect from the previous Monday at 4PM. Fuel Surcharge is assessed when the fuel prices rise above \$1.19 per gallon.

Item 200 CROSS DOCK

- \$6.00 per skid with a \$20.00 minimum charge

Item 210 REPALLETIZE/SHRINK WRAP

- No new pallets given- \$1.50 CWT \$30.00 minimum
- Pallets Provided- \$7.00/ pallet additional

Item 220 STOP OFF CHARGE

Truckload shipments requiring stop offs to complete loading/unloading of partial shipments will be assessed an additional per stop charge

Item 230 TRAILER/CONTAINER UNLOADING

Shipments requiring the carrier to load and/or unload services *at the carriers facility* will be assessed a charge of:

- \$1.50 - \$2.20 CWT
- Minimum \$50.00

Shipments requiring the carrier to load and/or unload services at the shippers and/or consignees facility will be assessed a charge of:

- \$2.00 - \$2.50 CWT
- Minimum \$65.00

Item 240 SORTING AND SEGREGATING CHARGES

Shipments requiring sorting and segregating service will be assessed an additional charge of :

- \$0.40 per piece
- \$15.00 minimum

Item 250 FORCE MAJURE

Neither party hereto shall be liable to the other for failure of performance hereunder if caused by strike, riot, war, acts of God, governmental order or regulation, or other circumstances beyond the reasonable control of such party; provided however that nothing herein shall relive CARRIER from its responsibilities hereunder with respect to indemnity, insurance and loss of or damage to freight.