



# **FST Logistics, Inc.**

## **LTL & TL Operating Rules and Charges Supplement**

**Effective: March 2, 2009**

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### **Item 360 Proof Of Delivery / Additional Bill Copies**

Upon request, FST will provide "verbal" proof of delivery information. When a copy is needed, an additional charge of \$5.00 per proof of delivery will be assessed.

At the request of the shipper, a copy of the shipping order will be used as a packing list or as a memorandum copy, at a charge of \$3.00 per copy.

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### **Item 430 Collect on Delivery (C O D) Shipments**

Collect on delivery (COD) shipments will be accepted subject to the provisions in the National Motor Freight Classification. Charges for collecting and remitting the amount of each COD will be 3% of the COD amount, subject to a minimum of \$50.00. If the COD is canceled, the fee is \$30.00.

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### **Item 432 Late Payment**

Freight charges not paid within 30 days from the date of invoice are subject to late payment charge of 1.5%, per day, of the outstanding balance due, with a minimum charge of \$5.00 per shipment/invoice.

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### **Item 470 Expedited Service**

Additional Charges may be assessed for expedited delivery service when such service does not meet normal delivery schedules, subject to the following provisions:

- a) The party requesting the service must do so in writing.
  - b) Charges will be negotiated on a per shipment basis, using the expedited rate schedule, unless otherwise quoted in writing.
  - c) All expedited shipments must be approved by FST prior to shipping.
  - d) 25% (\$200 minimum) Net revenue increase for standard service – guarantee.
  - e) 35% (\$300 minimum) Net revenue increase for standard service, less one day – guarantee.
  - f) 45% (\$400 minimum) Net revenue increase for standard service, less 2 days – guarantee.
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### **Item 485 Notification Prior to Delivery**

Consignees are notified prior to delivery. A \$5.00 charge will be assessed to the payer of the freight bill for consignee notification.

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### **Item 490 Blind Shipments**

A charge of \$60.00 per shipment will apply to any shipment tendered to FST as a blind shipment.

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**Item 500 Detention**

Vehicles with a power unit:

Each 15 minutes or fraction thereof beyond free time:

- \$15.00 for each 15-minute period

Free time shall be as follows per vehicle stop:

- LTL & Multi-stop TL - 1 Hour for Loading, 1 Hour for Unloading
- Truckload (single stop) – 2 Hours for Loading, 2 Hours for Unloading

Spot Trailers:	Dry Trailers	Refrigerated Trailers
First and Second 24-hour period:	\$40.00 per period	\$75.00 per period
Third and Fourth 24-hour period:	\$55.00 per period	\$85.00 per period
Fifth and each succeeding 24 hrs:	\$75.00 per period	\$95.00 per period

Maximum detention per 24-hour period not to exceed \$500.00 per day.

**Item 510 Equipment Ordered and Not Used**

When FST, upon receipt of request from the shipper to furnish a vehicle for loading, has dispatched a vehicle for such purpose and, due to no fault or negligence on the part of the FST, such vehicle is not used; or if upon arrival of the vehicle at the place of loading as designated by the shipper, shipper fails to tender a shipment for transportation or informs FST that a shipment will not be tendered, a charge of \$400.00 per truckload and \$75.00 for LTL pick up will apply. Additionally, any confirmed truckload that is cancelled by the shipper after 12:00 noon on the date of pick up, due to no fault or negligence on the part of FST, a charge of \$400.00 per truckload will apply. Cancellation must be tendered to FST in writing.

**Item 520 Liftgate Service**

Upon availability, liftgate service may be provided. There will be an additional charge of \$350.00 per request for this service.

**Item 566 Inside Delivery  
(Handling Freight at Positions Not Immediately Adjacent to Vehicle)**

When requested by consignor or consignee FST may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading position. Service under this item will be provided to floors above or below the level accessible only when elevator or escalator service is available and labor is provided without cost to the carrier.

Charges will be assessed at \$3.40 per 100 pounds, subject to a minimum charge of \$50.00 per shipment and a maximum of \$375.00 per shipment.

**Item 580 Marking or Tagging Freight**

If a shipment needs further marking or tagging, there will be an additional charge of 75 cents per 100 pounds, with a minimum charge of \$30.00. The charges will be assessed to the payer of the freight bill.



**Item 754 (continued)**

When consignor or consignee requests FST to pickup or deliver freight outside of normal hours of operation (Monday through Friday), a charge of \$125.00 will be assessed.

For weekends and Holiday pickups or deliveries a charge of \$300.00 will be assessed. This charge is in addition to all other applicable charges. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

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**Item 755** **Layover**

When FST handles a load with a specific pickup date and the consignee requires a specific delivery date and additional day(s) will be required to complete the load at no fault of the carrier, layover charges will be applied.

The layover charge will be \$250.00 per 24-hour period per load.

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**Item 760** **Pier Delivery**

Shipments to piers will be subject to provisions and charges set forth by each individual pier.

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**Item 780** **Maximum Liability**

Maximum released value will not exceed \$35.00 per pound per LTL shipment, with a total liability not to exceed \$35,000.00 per LTL shipment, or \$300,000.00 per truckload.

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**Item 780-01** **Excess Liability Coverage**

Liability coverage in excess of \$35,000.00 per LTL shipment will be quoted and provided as requested.

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**Item 820** **Reconsignment or Diversion**

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

- a) Definition of reconsignment or diversion:
  - 1) A change in the name of the consignor or consignee
  - 2) A change in the place of delivery within the original destination point
  - 3) A change in the destination point
  - 4) Relinquishment of shipment at point of origin
  
- b) Conditions:
  - 1) Requests must be made or confirmed in writing. FST must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. FST will not accept disposition instructions printed on the Bill of Lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.
  - 2) FST will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.
  - 3) All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of FST before reconsignment will be made.
  - 4) Only entire shipments, not portions of shipments, may be reconsigned.
  - 5) Instructions for reconsignment of COD shipments will be accepted only from the

consignor.

c) Charges for Reconsignment/Diversion requested prior to dispatch of delivery vehicle:

**Item 820 (Continued)**

- 1) Changes in the name of the consignor or consignee with no change in the place of delivery will be assessed a charge of \$30.00 per shipment.
- 2) Change in the place of delivery will be charged \$30.00 per shipment in addition to the published tariff rate from original point of origin to the ultimate destination.

d) Charges for Reconsignment/Diversion requested after dispatch of vehicle:

- 1) Changes in the name of the consignor or consignee with no change in the place of delivery will be assessed a charge of \$30.00 per shipment.
- 2) Changes in the place of delivery will be charged \$2.25 per mile for all out of route miles incurred, subject to a minimum of \$100.00, in addition to the published tariff rate from the original point of origin to the ultimate destination.

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**Item 821**

**Cancel or Change Shipment**

Any shipment that has been tendered to FST and request has been made by the shipper that FST does not make the delivery and other arrangements have been made to pick up shipment from FST's facility will be assessed a \$55.00 charge.

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**Item 830**

**Redelivery**

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished; no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

- a) If one or more additional tenders or final delivery of the shipment is made at consignee's location, the existing outbound rate to that location will be applicable for each such tender and for the final delivery.
- b) If, in lieu of final delivery to consignee's location, consignee or shipper elects to accept delivery at any FST Logistics facility, an LTL charge from the original destination to FST's facility will be assessed. An additional charge of \$100.00 will apply if shipper elects to have the freight returned to the original shipping facility.
- c) All charges accruing under the provisions of this item must be paid or guaranteed to the satisfaction of the carrier, by the party or parties requesting delivery before the shipment is redelivered.

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**Item 840**

**LTL – 2 Tier Max Rate Program**

Tier One: Shipments cannot weigh more than 20,000 pounds or take up more than 24 feet of trailer floor space (12 spaces)

Tier Two: Shipments cannot weigh more than 30,000 pounds or take up more than 32 feet of trailer floor space (16 spaces)

Shipment greater than 32 feet of trailer floor space (16 spaces) will be rated as Truckload



A charge of \$25.00 will be assessed to each LTL shipment containing hazardous materials in any quantity. A charge of \$100.00 will be assessed to each TL shipment containing hazardous materials in any quantity.

**Item 930 New York City Borough Charge**

The costs associated with serving these areas have increased due to security restrictions and local traffic laws. A \$250.00 charge applies to all LTL shipments, and a charge of \$400.00 to all Truckload shipments destined to the three-digit zip code areas of 100 – 104, 106 - 108 and 110 – 119, located in New York City and points on Long Island, NY.

**Item 940 Fuel Surcharge**

FST will implement a fuel surcharge allowance for every movement of \$0.5 cents per gallon based on the national average price of diesel fuel as reported by the Energy Information Administration (U.S. Department of Energy). Fractions of less than one-half cent will be dropped. Fractions of one-half cent or greater will be increased to the next whole cent.

- a) LTL Shipments: The fuel surcharge will be calculated by multiplying the net freight charges by the fuel surcharge percentage found in the table below. The fuel surcharge is not subject to discounts.
- b) TL Shipments: The fuel surcharge will be calculated by multiplying the total number of miles by the cents per mile charge found in the following table.

When the U.S. National Average Diesel Fuel Index is:

At Least	But Less Than	LTL Fuel Surcharge: % of Freight Charges	TL Fuel Surcharge: Cents/Mile
\$0.75	\$0.799	-3.50%	(\$0.07)
\$0.80	\$0.849	-3.00%	(\$0.06)
\$0.85	\$0.899	-2.50%	(\$0.05)
\$0.90	\$0.949	-2.00%	(\$0.04)
\$0.95	\$0.999	-1.50%	(\$0.03)
\$1.00	\$1.049	-1.00%	(\$0.02)
\$1.05	\$1.119	0	0
<b>\$1.12</b>	\$1.199	1.00%	\$0.02
\$1.20	\$1.249	2.00%	\$0.04
\$1.25	\$1.299	2.50%	\$0.05
\$1.30	\$1.349	3.00%	\$0.06
\$1.35	\$1.399	3.50%	\$0.07
\$1.40	\$1.449	4.00%	\$0.08
\$1.45	\$1.499	4.50%	\$0.09
\$1.50	\$1.549	5.00%	\$0.10
\$1.55	\$1.599	5.50%	\$0.11
\$1.60	\$1.649	6.00%	\$0.12
\$1.65	\$1.699	6.50%	\$0.13
\$1.70	\$1.749	7.00%	\$0.14
\$1.75	\$1.799	7.50%	\$0.15
\$1.80	\$1.849	8.00%	\$0.16
\$1.85	\$1.899	8.50%	\$0.17
\$1.90	\$1.949	9.00%	\$0.18
\$1.95	\$1.999	9.50%	\$0.19
\$2.00	\$2.049	10.00%	\$0.20
\$2.05	\$2.099	10.50%	\$0.21
\$2.10	\$2.149	11.00%	\$0.22

\$2.15	\$2.199	11.50%	\$0.23
\$2.20	\$2.249	12.00%	\$0.24
\$2.25	\$2.299	12.50%	\$0.25
\$2.30	\$2.349	13.00%	\$0.26
\$2.35	\$2.399	13.50%	\$0.27
\$2.40	\$2.449	14.00%	\$0.28
\$2.45	\$2.499	14.50%	\$0.29
\$2.50	\$2.549	15.00%	\$0.30
\$2.55	\$2.599	15.50%	\$0.31
\$2.60	\$2.649	16.00%	\$0.32
\$2.65	\$2.699	16.50%	\$0.33
\$2.70	\$2.749	17.00%	\$0.34
\$2.75	\$2.799	17.50%	\$0.35
\$2.80	\$2.849	18.00%	\$0.36
\$2.85	\$2.899	18.50%	\$0.37
\$2.90	\$2.949	19.00%	\$0.38
\$2.95	\$2.999	19.50%	\$0.39
\$3.00	\$3.049	20.00%	\$0.40
\$3.05	\$3.099	20.50%	\$0.41
\$3.10	\$3.149	21.00%	\$0.42
\$3.15	\$3.199	21.50%	\$0.43
\$3.20	\$3.249	22.00%	\$0.44
\$3.25	\$3.299	22.50%	\$0.45
\$3.30	\$3.349	23.00%	\$0.46
\$3.35	\$3.399	23.50%	\$0.47
\$3.40	\$3.449	24.00%	\$0.48
\$3.45	\$3.549	24.50%	\$0.49
\$3.50	\$3.599	25.00%	\$0.50
\$3.55	\$3.649	26.00%	\$0.52
\$3.60	\$3.699	26.50%	\$0.53
\$3.65	\$3.749	27.00%	\$0.54
\$3.70	\$3.799	27.50%	\$0.55
\$3.75	\$3.849	28.00%	\$0.56
\$3.80	\$3.899	28.50%	\$0.57
\$3.85	\$3.949	29.00%	\$0.58
\$3.90	\$3.999	29.50%	\$0.59
\$4.95	\$4.049	30.00%	\$0.60
\$4.00	\$4.099	30.50%	\$0.61
\$4.05	\$4.149	31.00%	\$0.62
\$4.10	\$4.199	31.50%	\$0.63
\$4.15	\$4.249	32.00%	\$0.64
\$4.20	\$4.299	32.50%	\$0.65
\$4.25	\$4.349	33.00%	\$0.66
\$4.30	\$4.399	33.50%	\$0.67
\$4.35	\$4.449	34.00%	\$0.68
\$4.40	\$4.499	34.50%	\$0.69
\$4.45	\$4.549	35.00%	\$0.70
\$4.50	\$4.599	35.50%	\$0.71
\$4.55	\$5.049	36.00%	\$0.72

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**Item 942 Minimum Claim Amount**

Due to administrative costs, FST Logistics will not process or pay cargo claims less than \$25.00.

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**Item 943 Cargo Claims Application**

The provisions of the Rules Tariff are intended to comply with federal claim, loss and damage regulations (49 C.F.R 370 and standard bill of lading terms) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

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#### **Item 944** **Filing of Claims**

Time Limits. Claims in writing are required within nine (9) months from the date of delivery or a reasonable time during which delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by FST unless filed in writing, as provided in subparagraph 2 of this item with FST Logistics within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract of carriage, and all rules circular provisions applicable there to. Claims for concealed damaged will be submitted to FST within forty-eight (48) hours of delivery. Any suite to recover loss of damage or delay to cargo must be instituted no later than two years and one day after the claims is denied.

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#### **Item 945** **Acknowledgments and Disposition of Cargo Claims**

1. Acknowledgment of Claims. FST shall, upon receipt in writing of a proper claim from the Shipper in the manner and form described in 49 CFR 370, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by FST unless FST shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. FST Logistics shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim and its preliminary examination of the claim, as filed, may have revealed.

2. Disposition of Cargo Claims. FST shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by FST; provided, however, that if a claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, FST shall advise the claimant in writing of the status of the claim and the reason for delay in making a final disposition thereof and it shall retain copy of each such advice to the claimant in its claim file thereon.

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#### **Item 946** **Payment without Offset**

The shipper waives any right to setoff or offset of contested and unliquidated cargo claims against freight charges otherwise due to FST Logistics as a precondition of service. Claimants agree to forfeiture of any contested claim asserted by it as a setoff after notice and demand for freight charges. The shipper shall pay all Freight charges when due without offset for any cause, including but not limited to, cargo claims. All Claims for loss or damage shall be governed by this Rules Tariff and following and neither consignor nor consignee shall deprive FST of proper cargo insurance adjustments by unilateral deduction of claims from payment of freight charges due.

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#### **Item 947** **Mitigation of Damages and Salvage**

The shipper must cause the consignee to accept delivery of a shipment and is not entitled to abandon any shipment to FST Logistics. The consignee has a duty to mitigate damages by accepting damaged cargo unless it is of no value and without salvage value. The obligation to mitigate damages also includes replacing damaged cartons and packaging, relabeling freight and undertaking replacement of packaging. The shipper will have the right reasonably to determine to repackage, salvage or scrap damaged product. If the Shipper does not elect to salvage cargo, any claim for cargo loss or damage shall nevertheless be reduced by a reasonable salvage allowance. If the shipper elects to salvage cargo, the shipper shall notify FST to return the cargo to the Shipper or allow FST to dispose of the cargo. Any amounts received in

salvage, whether accomplished by FST or the shipper will reduce the amount of the cargo claim. If FST is retained by the Shipper to return the damaged cargo for salvage or for scrapping, the shipper agrees to pay FST standard line haul rates or other mutually agreed to rate, without prejudice to the Shipper's right to recover such freight charges as damages. Damaged cargo will not be scrapped unless salvage is not feasible.