

# A&R Logistics, Inc. ("A&R Global")

## Rules Tariff

**Effective Date:** January 13, 2011. This Rate Tariff replaces all prior Rules Tariffs, and those issued previously are null and void. This Rules Tariff may be changed from time to time in the sole discretion of A&R Global. A&R Global will endeavor to provide 30 days advance notice of such changes, however updated rules tariffs will be available at all times at [www.arglogistics.com](http://www.arglogistics.com) and all services are subject to the rules tariff as updated from time to time.

**Application of Charges:** The term "Customer" refers to the person or entity contracting to engage A&R Global services with respect to a shipment, as well as any other person or entity having an interest in the cargo, including but not limited to a shipper, consignee, consignor, beneficial owner, ocean carrier, broker, third-party logistics provider (3PL), or intermodal marketing company (IMC). Charges for accessorial and other miscellaneous services included in the A&R Global Rules Tariff and Accessorial Summary are in addition to rates submitted to the customer. Such charges are the responsibility of the Customer paying the charges. To be valid and enforceable, an authorized A&R Global representative must confirm, in writing, any mutually agreed upon exceptions to the terms, conditions, accessorial or other charges described in the A&R Global Rules Tariff and/or Accessorial Summary. Written contracts, special rate quotes, and other authorized written agreements will prevail over the A&R Global Rules Tariff and/or Accessorial Summary if any conflicts exist.

**Payment Terms:** A&R Global Logistics may elect at their sole discretion to extend credit to Customer. All invoices are due and payable within fifteen (15) days of the invoice date, unless specified in writing otherwise. A finance and collection charge may be added to any invoice not paid within the agreed terms. An additional fee equal to one-third of total amount due will be added to any invoices that must be turned over to a collection agency, attorney, or other outside party for recovery. A&R Global may assess an additional monthly interest charge of 1.5% plus prime for all outstanding invoices beyond terms. Customer may not "short pay" freight charges or deduct charges from their freight bills, unless authorized to do so in writing prior to the deduction. Customer waives its right to any contested cargo claim that is improperly set off against freight charges. Any freight bills not paid within sixty (60) days are subject to re-rating with all applicable discounts removed. Undiscounted amounts will be due at that time.

**Bill of Lading:** Customers should use the Standard Truckload Bill of Lading ("STBOL") whenever possible. Drivers will accept others bills of lading as receipt of goods only. The terms and conditions expressed on nonconforming bills of lading will not apply when they conflict with the terms and conditions of this Rules Tariff.

**Substituted Service:** For their operating convenience, A&R Global reserves the right to hire other qualified carriers as subcontractors to provide all or part of a given movement. A&R Global agree to protect the rates set forth when substituted services are provided, and warrants that all terms, conditions, duties and obligations owed to the shipper by the Rules Tariff, bill of lading, and/or contract will be provided.

**Acceptance of Service:** Loading of a trailer and release of driver implies acceptance of trailer/tractor condition. Any delays and/or additional charges incurred at the consignee due to trailer condition shall

be the responsibility of the shipper/customer. It is the shipper's responsibility to properly load and secure cargo.

**Cargo Claim Filing Requirements:** Customer must submit any timely claim relating to loss, damage, misdelivery, or delay to A&R Global in writing, supported by relevant shipping documents. Any such claim for loss or damage must be submitted within nine (9) months of the date of delivery, and any claim for misdelivery or delay must be submitted within nine (9) months of the date on which delivery reasonably should have been made. Customer agrees that failure to submit a timely claim shall constitute a waiver of such claim, and shall be grounds for denial. In order to ensure timely presentation of a claim for loss or damage, Shipper shall inspect the shipment, or cause the shipment to be inspected, promptly upon delivery, and shall record, or have recorded, the results of such inspection. In the event the inspection reveals loss or damage to the shipment, then Customer shall transmit an initial notice of the loss or damage to A&R Global Logistics within fifteen (15) days of the inspection.

For a claim arising from transportation arranged by A&R Global as a broker of property (except for a claim alleging negligent selection), A&R Global may assist Customer in preparing and/or presenting Customer's claim to the underlying motor or rail carrier. However, such assistance may be provided at A&R Global's sole discretion, and by undertaking such efforts, A&R Global shall not incur, or accept, or be deemed to accept any liability for the claim, and A&R Global shall have no liability whatsoever to Customer for any missed deadlines for claim submission, and/or the expiration of any time period for filing suit. For a claim arising under the provisions above, A&R Global shall pay, deny, or offer to settle a timely claim, in writing, within ninety (90) days of receipt.

Customer agrees that it shall have no longer than two (2) years from the date of shipment pick-up to initiate binding arbitration, As discussed more fully below, A&R Global and Customer agree that all unresolved disputes for loss, damage, misdelivery, or delay, or negligent selection; will be settled by binding arbitration; provided that failure to submit a timely written claim under subsection (a) above, shall be an absolute bar to commencing a lawsuit or civil action against A&R Global.

If A&R Global Logistics pays or settles any claim, then Customer agrees as a condition of such payment or settlement to assign its rights in such claim to A&R Global in writing in a manner acceptable to A&R Global, and Customer shall cooperate with A&R Global in seeking reimbursement from any underlying service provider.

**Carrier Selection:** Customer agrees and acknowledges that A&R Global monitors Carrier 411 and thereby exercises commercially reasonable efforts to utilize safe carriers hereunder.

**Mexico Cargo:** A&R Global does not accept legal liability for cargo loss or damage to shipments while traveling throughout Mexico. Trip insurance is available upon request, at Customer's expense.

**Transportation Delays:** A&R Global will provide transportation with reasonable dispatch, and will use commercially reasonable efforts to meet all reasonable pickup and delivery appointments. However, A&R Global does not guarantee adherence to any particular transit or appointment schedule, and is not liable for delay, interruption, or other failure to transport any shipment by any particular appointment time. A&R Global is not liable for alternative transportation costs, or other direct expenses or consequential, special, indirect, or exemplary damages arising out of any delay to shipments, unless Customer has provided a prior written description of the nature and type of such potential delay-related damages, and a A&R Global has agreed in writing to accept responsibility for such damages. Customer notations on a Bill of Lading signed by a driver do not constitute adequate notification and/or acceptance of such special damages.

**Arbitration:** Any and all disputes not resolved between A&R Global and Customer will be resolved at binding arbitration, before a recognized arbitration board to be jointly selected by Customer and A&R Global. The arbitration shall be held within thirty (30) days of notification from Customer to A&R Global of the need for arbitration. The arbitration will be conducted in a location mutually agreed to by A&R Global and Customer. Each party will bear its own costs of the arbitration and costs of arbitration board will be equally split.

**Accessorial Charges:** The rate table for A&R Global policy is shown in the A&R Global Accessorial Summary.

**Fuel Index:** The formula and rate table for A&R Global Logistics policy is shown in the A&R Global FSC Summary.

			TL
Border Crossing			\$ 100.00
COD Required (COD)		SVC	\$ 75.00
Detention free time			2 hours
Detention Max			\$ 350.00
Detention/hr			\$ 75.00
Driver assist			\$ 75.00
Driver Unload			\$ 125.00
Dropped Trailer		SVC	\$ 75.00
Excessive Length (over 12 feet)			N/A
Guaranteed Delivery		SVC	\$ 300.00
Hazmat		SVC	\$ 200.00
Holiday Delivery		SVC	\$ 250.00
Holiday Pickup		SVC	\$ 250.00
Inside Delivery		SVC	\$ 150.00
Inside Pickup		SVC	\$ 150.00
Layover			\$ 350.00
Lift Gate Destination		SVC	\$ 125.00
Lift Gate Origin		SVC	\$ 125.00
NY/NJ Congestion - Zips - 100-104, 106-107, 110-119	Lane		\$ 500.00
Pallet Exchange p/Pallet		SVC	\$ 7.50
Protected Service		SVC	
Reconsignment Charge			\$ 150.00
Redelivery			\$ 100.00
Residential Delivery		SVC	\$ 150.00
Residential Pickup		SVC	\$ 150.00
Rush Order Minimum			\$ 100.00
Rush Order			15%
Saturday Delivery		SVC	\$ 150.00
Saturday Pickup		SVC	\$ 150.00
Stop	Stop		\$ 75.00
Sunday Delivery		SVC	\$ 200.00
Sunday Pickup		SVC	\$ 200.00
Team Service p/Mile		SVC	\$ 0.25
Truck Not Used			\$ 150.00
Tradeshaw		SVC	\$ 150.00
Trailer Storage p/Day			\$ 250.00
Warehouse Transfer p/Pallet			\$ 6.25

LTL	
% - \$	Min
\$ 20.00	\$ 20.00
\$ 35.00	
1 hour	
\$ 350.00	
\$ 75.00	
15%	\$ 25.00
25%	\$ 35.00
\$75	
25%	\$ 50.00
15%	\$ 25.00
\$ 125.00	
\$ 125.00	
\$ 75.00	
\$ 75.00	
\$ 75.00	
\$ 75.00	
15%	\$ 25.00
\$ 7.50	
15%	\$ 20.00
\$ 50.00	
\$ 50.00	
\$ 75.00	
\$ 75.00	
\$ 75.00	
\$ 100.00	
\$ 100.00	
Spot	
\$ 50.00	
\$ 45.00	
\$ 6.25	

DOE Index		% FSC
Start	End	
\$ 1.151	\$ 1.250	2.00%
\$ 1.251	\$ 1.320	2.50%
\$ 1.321	\$ 1.380	3.00%
\$ 1.381	\$ 1.440	3.50%
\$ 1.441	\$ 1.500	4.00%
\$ 1.501	\$ 1.550	4.50%
\$ 1.551	\$ 1.600	5.00%
\$ 1.601	\$ 1.650	5.50%
\$ 1.651	\$ 1.700	6.00%
\$ 1.701	\$ 1.740	6.50%
\$ 1.741	\$ 1.780	7.00%
\$ 1.781	\$ 1.820	7.50%
\$ 1.821	\$ 1.860	8.00%
\$ 1.861	\$ 1.900	8.50%
\$ 1.901	\$ 1.940	9.00%
\$ 1.941	\$ 1.980	9.50%
\$ 1.981	\$ 2.020	10.00%
\$ 2.021	\$ 2.060	10.50%
\$ 2.061	\$ 2.100	11.00%
\$ 2.101	\$ 2.140	11.50%
\$ 2.141	\$ 2.180	12.00%
\$ 2.181	\$ 2.220	12.50%
\$ 2.221	\$ 2.260	13.00%
\$ 2.261	\$ 2.300	13.50%
\$ 2.301	\$ 2.340	14.00%
\$ 2.341	\$ 2.380	14.50%
\$ 2.381	\$ 2.420	15.00%
\$ 2.421	\$ 2.460	15.50%
\$ 2.461	\$ 2.500	16.00%
\$ 2.501	\$ 2.540	16.50%
\$ 2.541	\$ 2.580	17.00%
\$ 2.581	\$ 2.620	17.50%
\$ 2.621	\$ 2.660	18.00%
\$ 2.661	\$ 2.700	18.50%
\$ 2.701	\$ 2.740	19.00%
\$ 2.741	\$ 2.780	19.50%
\$ 2.781	\$ 2.820	20.00%
\$ 2.821	\$ 2.860	20.50%
\$ 2.861	\$ 2.900	21.00%
\$ 2.901	\$ 2.940	21.50%
\$ 2.941	\$ 2.980	22.00%
\$ 2.981	\$ 3.020	22.50%
\$ 3.021	\$ 3.060	23.00%
\$ 3.061	\$ 3.100	23.50%
\$ 3.101	\$ 3.140	24.00%
\$ 3.141	\$ 3.180	24.50%
\$ 3.181	\$ 3.220	25.00%
\$ 3.221	\$ 3.260	25.50%

DOE Index		% FSC
Start	End	
\$ 3.261	\$ 3.300	26.00%
\$ 3.301	\$ 3.340	26.50%
\$ 3.341	\$ 3.380	27.00%
\$ 3.381	\$ 3.420	27.50%
\$ 3.421	\$ 3.460	28.00%
\$ 3.461	\$ 3.500	28.50%
\$ 3.501	\$ 3.540	29.00%
\$ 3.541	\$ 3.580	29.50%
\$ 3.581	\$ 3.620	30.00%
\$ 3.621	\$ 3.660	30.50%
\$ 3.661	\$ 3.700	31.00%
\$ 3.701	\$ 3.740	31.50%
\$ 3.741	\$ 3.780	32.00%
\$ 3.781	\$ 3.820	32.50%
\$ 3.821	\$ 3.860	33.00%
\$ 3.861	\$ 3.900	33.50%
\$ 3.901	\$ 3.940	34.00%
\$ 3.941	\$ 3.980	34.50%
\$ 3.981	\$ 4.020	35.00%
\$ 4.021	\$ 4.060	35.50%
\$ 4.061	\$ 4.100	36.00%
\$ 4.101	\$ 4.140	36.50%
\$ 4.141	\$ 4.180	37.00%
\$ 4.181	\$ 4.220	37.50%
\$ 4.221	\$ 4.260	38.00%
\$ 4.261	\$ 4.300	38.50%
\$ 4.301	\$ 4.340	39.00%
\$ 4.341	\$ 4.380	39.50%
\$ 4.381	\$ 4.420	40.00%
\$ 4.421	\$ 4.460	40.50%
\$ 4.461	\$ 4.500	41.00%
\$ 4.501	\$ 4.540	41.50%
\$ 4.541	\$ 4.580	42.00%
\$ 4.581	\$ 4.620	42.50%
\$ 4.621	\$ 4.660	43.00%
\$ 4.661	\$ 4.700	43.50%
\$ 4.701	\$ 4.740	44.00%
\$ 4.741	\$ 4.780	44.50%
\$ 4.781	\$ 4.820	45.00%
\$ 4.821	\$ 4.860	45.50%
\$ 4.861	\$ 4.900	46.00%
\$ 4.901	\$ 4.940	46.50%
\$ 4.941	\$ 4.980	47.00%
\$ 4.981	\$ 5.020	47.50%
\$ 5.021	\$ 5.060	48.00%
\$ 5.061	\$ 5.100	48.50%
\$ 5.101	\$ 5.140	49.00%
\$ 5.141	\$ 5.180	49.50%

Rates in Schedule 1 fuel surcharge in this will apply as a percentage of net line-haul transportation charges based on the following formula as a separate line item on each freight charge invoice:

- (a) The applicable fuel surcharge amount will be based on the national average diesel fuel price as reported each Monday by the Department of Energy (DOE) in its U.S. National Average Fuel Index.
- (b) The fuel surcharge rate will be adjusted and applied to shipments that originate on Tuesday of each week based on the U.S. National Average Fuel Index of the prior Monday.