

FEDEX CUSTOM CRITICAL, INC.

SURFACE MODE OPTIMIZATION BLENDED SERVICES FREIGHT FORWARDER SERVICE GUIDE FDFP 201-C EFFECTIVE JUNE 1, 2005

NAMING

**CERTAIN ACCESSORIAL RATES, RULES,
REGULATIONS AND CLAIMS PROCEDURES FOR
SURFACE MODE OPTIMIZATION BLENDED SERVICES
AS DEFINED IN ITEM 50 HEREOF**

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ALL FEES, SUMS & VALUATIONS BASED ON U.S. CURRENCY

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Item 10: ACCESSORIAL SERVICES

Please check with your Customer Service Representative for complete and available accessorial services. In addition to those defined in Item 20 below, particular accessorial services may not be available at all times in conjunction with Surface Mode Optimization Blended Services. No obligation to arrange or provide for any accessorial services is assumed by FedEx Custom Critical when requests for such services is not communicated at time of original service request and which is not documented on a Surface Mode Optimization Blended Services Customer Contract.

Item 20: ACCESSORIAL SERVICES SPECIFICALLY NOT OFFERED

BLIND SHIPMENTS

COD SHIPMENTS

FLATBED EQUIPMENT

TEMPERATURE CONTROLLED EQUIPMENT

Item 30: APPLICATION OF CARRIER OR OTHER BILLS OF LADING

Bills of lading shall act SOLELY as receipts for freight with the terms and conditions of transport being established by this Service Guide and the Surface Mode Optimization Blended Services Customer Contract.

Item 40: APPLICATION OF SERVICE GUIDE / ORDER OF PRECEDENCE

To the extent a conflict exists between a FedEx Custom Critical Surface Mode Optimization Blended Services Customer Contract and this Service Guide, this Service Guide controls with respect to the specific conflict in terms. If there is a conflict between the terms and conditions of the Surface Mode Optimization Blended Services Customer Contract or this Service Guide and the terms and conditions on any waybill, manifest, stamp, shipping label, bill of lading, or other transit documentation, the terms and conditions of this Service Guide shall supercede those on any waybill, manifest, stamp, shipping label, bill of lading, other transit document, or the terms of the Surface Mode Optimization Blended Services Customer Contract. In the event of a conflict between the terms and conditions contained in this Service Guide and those contained in any other Service Guide or tariff of a utilized carrier, the terms of this Service Guide shall govern.

Rates and service quotations are good faith estimates based upon information provided to us, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of this Service Guide.

This Service Guide contains or references certain accessorial services for which fees may not be known in advance. In any event, should additional services be requested or required which are not provided for on the initial FedEx Custom Critical Surface Mode Optimization Blended Services Customer Contract, such accessorial services shall be provided to the extent possible and will be honored upon Customer request and may require they be documented in subsequent faxed amendments to the initial FedEx Custom Critical Surface Mode Optimization Blended Services Customer Contract.

Nothing in this Service Guide, or as amended, or in tariffs governed by this Service Guide, or in contracts referencing and incorporating this Service Guide shall be construed as making it binding to accept freight from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, including but not limited to Force Majeure events as defined in this Service Guide, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, FedEx Custom Critical reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable guarantees are rendered null and void in the event any of the foregoing are experienced or enforced.

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles and/or facilities.

Item 50: APPLICATION OF SERVICE, RATES AND OPERATING RIGHTS

SURFACE MODE OPTOMIZATION BLENDED SERVICES IS OFFERED OVER REGULAR AND IRREGULAR ROUTES BETWEEN POINTS IN NORTH AMERICA, EXCEPT MEXICO.

SURFACE MODE OPTOMIZATION BLENDED SERVICES IS DESCRIBED AS FOLLOWS:

A land-based Freight Forwarder service arranging for the transportation of freight incorporating the use of one or more ground transport carriers, interlining as necessary. Service could include, but is not limited to, combinations of truckload, exclusive use, non-exclusive use, and/or surface expedited service providers. LTL Expedited Services are not covered by the terms of this Service Guide. For terms and conditions for LTL Expedite service, refer to FedEx Custom Critical Freight Forwarder Service Guide FDFP 301.

1. FedEx Custom Critical 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 FedEx Custom Critical. The agreed upon contractual pricing shall supercede all other pricing programs, common or contractual, existing between the parties for the specific shipment. Surface Mode Optimization Blended Service is offered between points in North America, except Mexico, but may not be available for all specific pickup and/or delivery locations.
 2. FedEx Custom Critical reserves the right not to accept a request for Surface Mode Optimization Blended Services if it determines, in its sole discretion, that it cannot provide the service requested.
 3. FedEx Custom Critical 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.
 4. FedEx Custom Critical reserves the right of recourse against the requestor of the service should FedEx Custom Critical be unable to collect any applicable charges from debtor.
 5. Remedies provided for in this Service Guide are the sole and exclusive remedies for any claims arising against FedEx Custom Critical under Surface Mode Optimization Blended Services. In no event shall FedEx Custom Critical or the utilized actual transporting carrier be liable for any economic loss or any special, incidental or consequential damages of any nature whatsoever resulting from failure to meet the service offered or the scheduled delivery commitment.
 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 or Service Guide item.
 7. FedEx Custom Critical will provide notice of any amendment, suspension or cancellation via its applicable company website, which shall be the controlling version of the programs terms and conditions.
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Item 60: AUTHORIZATION & CONTRACT

All Surface Mode Optimization Blended shipments require the use of and execution of a shipment-specific Surface Mode Optimization Blended Services Customer Contract document as issued by FedEx Custom Critical. The only exceptions to the foregoing are a FedEx Custom Critical executed waiver or executed contract containing a waiver.

Item 70: AUTHORIZATION & CONTRACT - MODIFICATION

No modifications to these documents regarding terms and conditions of service offering will be permitted or enforceable except upon prior written agreement signed by a corporate Officer or Director, or representative of the Legal Department of FedEx Custom Critical.

Item 80: CLAIMS – CARGO: FILING A CLAIM

1. Claims in writing required.

A claim for loss, damage, injury or delay to property, package, or shipment transported will not be voluntarily paid unless filed in writing, as provided in paragraph 2. below, with FedEx Custom Critical within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the FedEx Surface Mode Optimization Blended Services Customer Contract or other contract of carriage, and all Service Guide/tariff provisions applicable hereto.

2. Minimum filing requirements.

A communication in writing from a claimant for loss or damage must be filed within nine (9) months from the date of the delivery of the property (or, in the case of export traffic, within nine (9) months after delivery at the port of export) except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date and time of delivery as established by time of original order entry (a) containing facts sufficient to identify the shipment (or shipments) or property transported, (b) asserting liability for alleged loss, damage, injury, or delay, and (c) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

3. Documents not constituting claims.

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents on inspection reports issued by the actual transporting carrier or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by FedEx Custom Critical as sufficient to comply with the minimum claim filing requirements specified in paragraph 2. above.

4. Claims filed for uncertain amounts.

Whenever a claim is presented for an uncertain amount, such as "\$100 more or less", FedEx Custom Critical will determine the condition of the property, package, or shipment involved at the time of delivery, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it or the actual transporting carrier may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of paragraph 2. above.

(Concluded on following page)

5. Concealed damage claims.

Except in the case of concealed damage, receipt of the shipment by the recipient without written notice of damage on the actual transporting carrier's Bill of Lading bill is prima facie evidence that the shipment was delivered in good condition.

If more than fifteen (15) days pass between date of delivery of shipment by the actual transporting carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to FedEx Custom Critical's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by the actual transporting carrier. While awaiting inspection by FedEx Custom Critical, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

6. Institution of Suits/Limitation on Legal Actions.

Any right that you 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 FedEx Custom Critical under any cause of action arising from or related to the transportation of any property, package, or shipment shall be extinguished unless you file an action within two (2) years and one (1) day from the date of denial of the claim.

It is agreed that FedEx Custom Critical cannot be considered to have breached any obligation unless or until FedEx Custom Critical wrongfully denies a claim submitted to FedEx Custom Critical pursuant to the notice periods and requirements contained in this Service Guide.

7. Other claims.

If investigation of a claim develops that more than one party has been presented with a similar claim on the same shipment, FedEx Custom Critical will communicate with each such other party, and, prior to entering into any agreement between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

Item 90: CLAIMS - RECORDS

At the time a claim is received, FedEx Custom Critical shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt required. If pertinent to the disposition of the claim, FedEx Custom Critical shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

Item 100: CLAIMS - ACKNOWLEDGMENT

FedEx Custom Critical will, upon receipt in writing of a proper claim in the manner and form described in this Service Guide, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by FedEx Custom Critical unless FedEx Custom Critical will have paid or declined such claim in writing within 30 days of the receipt thereof. FedEx Custom Critical will 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 as its preliminary examination of the claim as filed, may have revealed.

FedEx Custom Critical will, at the time each claim is received, create a separate file and assign thereto a successive claim file number, and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt, and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received, FedEx Custom Critical will cause the date of the receipt to be recorded on the face of the claim document, and the date of receipt will also appear in FedEx Custom Critical's written acknowledgment of receipt to the claimant.

Item 110: CLAIMS – CARGO: INVESTIGATION

1. Prompt investigation is required. Each claim filed in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of claim.
2. Supporting documents required. When a necessary part of an investigation, in addition to the following, FedEx Custom Critical reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim. Each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim or certification of prices or values, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon.

Provided, however, that where the property, package or shipment involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property has not been sold or where the property has been transferred at bookkeeping values only, FedEx Custom Critical will, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

3. Verification of loss. A prerequisite to the voluntary payment by FedEx Custom Critical of a claim for loss of property, package, or shipment will be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.
4. Where FedEx Custom Critical or the actual transporting carrier is directed by consignee, consignor, owner of the goods, or agent of any of the foregoing parties, to unload or deliver property at a particular location where consignor, consignee, owner of the goods, or the agent of any of the foregoing parties, is not regularly located, the risk after unloading or delivery shall not be that of FedEx Custom Critical or the actual transporting carrier.
5. Claimant is required to retain all packaging and/or contents for inspection until written approval is provided by FedEx Custom Critical, or its duly authorized investigator, authorizing the release, salvage, and/or destruction thereof. Failure to comply with this provision will result in the immediate dismissal of any claim without any further consideration as to its validity.
6. Only one (1) claim can be filed in connection with a shipment. Acceptance of payment of a claim shall extinguish any right to further recovery in connection with that shipment.

Item 120: CLAIMS – CARGO: DISPOSITION OF CLAIMS

FedEx Custom Critical, when having received written claim for loss, damage, injury or delay to property, package or shipment transported, will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by FedEx Custom Critical, provided, however, that if the claim cannot be processed and disposed of within 120 days after the receipt thereof, FedEx Custom Critical will at that time, and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and it will retain a copy of such advice to the claimant in its claim file thereon.

Item 130: CLAIMS - PROCESSING OF SALVAGE

Whenever property, package, or shipment transported is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, FedEx Custom Critical, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property or by the employment of a competent salvage agent. FedEx Custom Critical will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. FedEx Custom Critical will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. FedEx Custom Critical also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage material or goods will be made directly to an agent or employee of a carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, FedEx Custom Critical's salvage records will fully reflect the particulars of each transaction or relationship. Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, FedEx Custom Critical will record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

If FedEx Custom Critical does not receive written disposition instructions within twenty-four (24) hours of the time of FedEx Custom Critical's attempted first notification, FedEx Custom Critical will attempt to issue a second and final confirmed notification which may be either oral or written in nature. Such notice shall advise that if FedEx Custom Critical does not receive disposition instructions within three (3) days of that notification, FedEx Custom Critical may offer the shipments for sale at a public auction and FedEx Custom Critical has the right to offer the shipment for sale. The amount of sale will be applied to the FedEx Custom Critical's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership.

Item 140: CLAIMS - OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT

1. "Overcharge" as used herein shall be deemed to mean charges for transportation services in excess of those applicable thereto under the Service Guide and/or tariffs for which FedEx Custom Critical assesses all applicable transportation charges. It also includes duplicate payments as defined in item 2 below when a dispute exists between the parties concerning such charges.
2. "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.
3. "Unidentified payment" means a payment which FedEx Custom Critical has received for the performance of transportation services but which FedEx Custom Critical is unable to match with its open accounts receivable or otherwise identify as being due.
4. "Claimant" means any shipper or receiver, or its authorized agent, filing a request with FedEx Custom Critical for the refund of an overcharge or duplicate payment.
5. "Undercharge" as used herein shall be deemed to mean charges for transportation services which are less than those applicable thereto under the terms for which FedEx Custom Critical assesses all applicable transportation charges.
6. All claims shall be filed in accordance with the provisions of Item 150 (Claims-Overcharge, Undercharge, Duplicate Payment: Filing / Processing) below.

Item 150: CLAIMS - OVERCHARGE, UNDERCHARGE, DUPLICATE PAYMENT: FILING / PROCESSING

1. Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow FedEx Custom Critical to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice to the party responsible for payment of the freight charges. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data which is believed by claimant to substantiate the basis for its claim.
 2. If either "Customer" or FedEx Custom Critical disputes the other party's claim for any "Overcharge", "Duplicate Payment" or "Undercharge", the disputing party has 180 days from the date of the invoice to file in writing with the Surface Transport Board of the Department of Transportation, or empowered successors thereof, a request for the determination of the applicability or reasonableness of the claim as provided for under 49 USC.
 3. Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by freight bill payment information.
 4. In the event FedEx Custom Critical invoices for charges for transportation services which are less than those applicable thereto under the terms for which FedEx Custom Critical assesses all applicable transportation charges, FedEx Custom Critical shall file an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. FedEx Custom Critical shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data that is believed by FedEx Custom Critical to substantiate the basis for its claim.
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Item 160: CLAIMS - DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS

1. FedEx Custom Critical shall have established procedures for identifying and properly applying all unidentified payments. If FedEx Custom Critical does not have sufficient information with which to properly apply such a payment, FedEx Custom Critical shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If FedEx Custom Critical does not receive the information requested within 90 days from the date of the notice, FedEx Custom Critical may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this item shall be applicable.

2. "Overcharge and duplicate payment" claims shall be acknowledged within 30 days of receipt. FedEx Custom Critical will set up a separate file for each request, investigate and request additional information in writing, if necessary. FedEx Custom Critical will pay, decline, or make a firm compromise settlement offer within 60 days of receipt of the claim.

Item 170: CLAIMS - CHANGE IN COLLECTION STATUS FOR PAYMENT OF SERVICES

Changes in collection status from collect to prepaid, prepaid to collect or to add, change or delete a billing status will only be accepted up to shipment delivery, and only from the party who is designated as the bill-to party on the Surface Mode Optimization Blended Services Customer Contract with written notice on their company letterhead, designation of the new party to be assuming primary obligation for payment, and the identification of the company and person submitting the request for the change. The new debtor must have established credit with FedEx Custom Critical. Changes in payment status that would result in the application of a discounted rate shall not be entitled to such reduction. Any changes in collection status will first require execution of another Surface Mode Optimization Blended Services Customer Contract document before any changes will be honored, considered or of any force or effect.

Item 180: COLLECTION OF CHARGES / EXTENSION OF CREDIT

COLLECTION OF CHARGES accruing, and responsibility for payment of all freight charges, are due and payable to FedEx Custom Critical, subject to the following provisions:

1. No shipment will be accepted when the freight charges are partially prepaid or partially collect.
2. Freight charges must be prepaid on all shipments consigned to trade or traveling shows, fairs or exhibits.

EXTENSION OF CREDIT for charges accruing may be provided as follows:

1. Presentation of freight charges may be by U.S. Mail, Electronic Data Interchange (E.D.I.), or by other acceptable methods.
 2. Payment in full is due within 15 days from date of delivery.
 3. Payment may be by valid check, credit card (American Express, Visa or MasterCard), money order, Electronic Payment Transfer (wire and ACH), or other acceptable methods. No cash payments will be accepted.
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Item 190: COMPUTATION OF TIME

Where rates are based on hours, time will be computed from the time vehicle arrives at customer's place of business until it is released by authorized agent of the customer, except in the case of breakdown or other delay beyond the control of customer in which event lost time occasioned thereby will be deducted from the total elapsed time. Fraction of an hour shall be considered as one hour.

Item 200: DELINQUENT ACCOUNTS

In any action to recover unpaid freight bills from delinquent accounts, FedEx Custom Critical shall be entitled to reimbursement for reasonable attorney's fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

Item 210: DESCRIPTION OF COMMODITIES TO BE HANDLED

General Commodities, except commodities in bulk, and those commodities injurious or contaminating to other lading.

FedEx Custom Critical reserves the right, at its sole discretion, to refuse to accept requests to arrange for transport of any commodities if it is unable to locate an actual transporter capable, able, or willing to transport a particular commodity, or it is believed that in the performance of transporting said cargo there is a possibility of violating the law, harm or damage to persons, property, equipment, the environment, or the cargo itself. Shipments must be free of visible damage for acceptance. Shipments or portions thereof that are leaking or omitting odors will not be transported. Shipments containing Dangerous Goods must have all applicable paperwork properly completed, signed & accompanying the freight.

Acceptance

- Shipment must be free of visible damage for acceptance

Dangerous Goods

- All applicable paperwork must be properly completed, signed & accompanying the freight

Unacceptable Commodities

- Any package that is leaking or omitting odors
- Any Class 1.1, 1.2, 1.5 or 1.6 explosive
- Class 2.3 toxic gas
- Any Class 6.1 PIH Hazard Zone A
- Division 6.2, Risk group 4, Infectious Substances
- Class 7 substances will not be accepted for carriage outside the USA without prior approval. Plutonium 239, 239 and 241 will not be accepted as UN 2918, UN 2977, UN 2234, UN 3325, UN 3326, UN 3327, UN 3328, UN 3329, UN 3330, UN 3331 or UN 3333
- Hazardous Waste as defined in 49 CFR or USG 04

Prohibited items

- Cash, currency, negotiable instruments
- Hazardous Waste
- Human remains
- Lottery tickets & materials
- Money, paper & coins
- Pornography
- Shipments prohibited by any law, statute or regulation
- Switchblade & flick knives

Item 220: DETENTION

When surface vehicles are delayed or detained at premises of consignor or consignee, or other places designated by consignor or consignee for loading or unloading, charges will be assessed which will be in addition to all other lawful transportation charges. Such charges will be documented and processed by faxed amendment to the shipment-specific Freight Forwarder Contract & Authorization.

- The time per vehicle shall begin upon notification by the driver to the responsible representative of the consignor or consignee that the vehicle is available for loading or unloading, and shall end upon completion of loading or unloading and receipt by the driver of the signed bill of lading or delivery receipt.
- When shipments move under a prepaid basis, the detention charge will be billed to the consignor regardless of whether the consignor, the consignee, or a third party was responsible for the detention of the vehicle. When shipments move under a collect basis, the detention charges will be billed to the consignee regardless of whether the consignor, the consignee, or a third party was responsible for the detention of the vehicle. When a third party was established as the bill-to party for the shipment, the detention charges will be billed to the third party regardless of whether a consignor, a consignee, or a third party was responsible for the detention of the vehicle.
- No trailer drops, spotted trailer or unattended vehicle services are offered. Further, all shipments must be of a "live unload" nature and are subject to detention as stated herein. Such detention shall be in addition to any and all other charges applicable to services performed. Saturdays, Sundays and/or Holidays are included in the application of this Item.

Item 230: HAZARDOUS MATERIALS

Shipments, which contain articles considered hazardous (See Note), will be subject to an additional charge per shipment. Such charge shall be in addition to all other applicable transportation charges.

NOTE: The bill of lading and/or any shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to the actual transporting carrier. Shipper must provide the actual transporting carrier with the proper shipping names, hazardous class and the proper "UN" classification. The actual transporting carrier and shipper shall operate in conformity with all applicable regulations contained in Title 49, CFR, Parts 100 to 180 insofar as they pertain to the preparation and transportation of Hazardous Materials. Shipper will be responsible for the proper packaging, marking, and related paperwork, including Material Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Shipper will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the occurrence of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by FedEx Custom Critical or any of its utilized service providers, as a result of its failure to comply with any of the foregoing and/or those as required of a Shipper by law. Further, Shipper shall assume all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing.

Item 240: IMPRACTICABLE OPERATIONS

Nothing in this Service Guide, or as amended, or in tariffs governed by this Service Guide, or in contracts referencing and incorporating this Service Guide shall be construed as making it binding to accept freight from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, including but not limited to Force Majeure events as defined in Item 320 of this Service Guide, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, FedEx Custom Critical, Inc. reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced or enforced.

Item 250: INCURRED COSTS (ADDITIONAL)

Whenever FedEx Custom Critical or the actual transporting carrier incurs costs not identified at time of shipment tender that are due to customer requirements, the billed customer shall be invoiced at 130% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs. Such costs are in addition to those defined in or referred to in this Service Guide.

Item 260: INSIDE PICKUP / DELIVERY

When requested by the consignor or consignee, or required, the actual transporting carrier may move shipments or portions of shipments:

- 1) To positions beyond the immediately adjacent unloading or loading position located on the ground floor or dock area if dock-high equipment is requested, required and/or utilized. For purposes of clarification, "immediately adjacent" shall mean less than 100 feet from the back of the vehicle and assumes no steps are involved. If steps are involved, regardless of whether the freight is moved less than 100 feet from the back of the vehicle, it shall be considered a non-adjacent movement.

OR

- 2) Involving apartment houses, private residences, country clubs, farms, estates, golf courses or camps (other than military), office buildings, or stores or offices in malls shall all be considered non-adjacent movements.

Charges for such service will either be (a) documented on the Surface Mode Optimization Blended Services Customer Contract if requested at time of preparation of the Surface Mode Optimization Blended Services Customer Contract, or (b) as identified in a fax amendment to the Surface Mode Optimization Blended Services Customer Contract, provided however, nothing herein shall be construed as to obligate FedEx Custom Critical or its utilized service provider to provide or arrange for such services if a request to do so is made subsequent to the execution of the initial Surface Mode Optimization Blended Services Customer Contract. This charge is in addition to any applicable sorting, segregating and/or stacking fee.

Item 270: LABOR (ADDITIONAL)

Except as otherwise specifically provided, surface transportation includes the service of a single driver only. When an additional person or persons are required and furnished, or requested by the consignor or consignee and are furnished, an extra charge for each additional person will be assessed. Such charges shall be in addition to any and all other lawful charges referenced in this Service Guide.

Item 280: LEGAL ACTIONS – CHOICE OF LAW

To the extent any court finds that state rather than federal law applies to any provision of this Service Guide, then the applicable law for all such actions at law shall be established as the applicable law where the shipment was physically tendered by a shipper to the actual transporting carrier. In the event an overall shipment has multiple pickups, applicable law shall be established as that where the initial pickup occurred, except on return loads the jurisdiction shall be the jurisdiction at the point of reloading for the return load.

Item 290: LEGAL ACTIONS – LIMITATION / ARBITRATION

The right to damages against FedEx Custom Critical or any of its utilized service providers under any cause of action arising from the transportation of any shipment governed by this Service Guide for claims, suits and legal actions, other than those regarding lost, damage or shortage to transported freight, shall be extinguished unless an action is brought within one (1) year from the date of delivery of the shipment or from the date on which the shipment should have been delivered, and that compliance, without limitation, with all other applicable terms and conditions prescribed by this Service Guide is satisfied.

FedEx Custom Critical agrees to provide services with the understanding that no shipper, consignee, consignor, payor, third party, or any other individual or entity with an ownership interest in a shipment or portion thereof, will sue FedEx Custom Critical or any of its utilized service providers 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 FedEx Custom Critical or any of its utilized service providers and waives any right to be involved with such an activity. However, nothing in this paragraph limits any rights to bring a lawsuit as an individual plaintiff or commence an arbitration proceeding against FedEx Custom Critical or any of its utilized service providers.

Performance of services does not make FedEx Custom Critical or its utilized actual transporting carrier an agent of a shipper or third party for any purpose.

Any dispute, claim, or lawsuit arising out of, or related to any shipment under this Service Guide, or the services provided or that were offered to be provided, or the consideration that was paid or agreed to be paid for such services (“claim”) containing a request for monetary or injunctive relief that, if allowed or granted, would have a reasonable value in excess of \$100,000.00, inclusive of the claims asserted by the claimant in conjunction with others or on behalf of others, shall be resolved by binding arbitration. The arbitrator shall be responsible for determining whether a claim meets the requirements for resolution by arbitration under this provision. FedEx Custom Critical agrees to pay all filing and other administrative fees necessary to initiate any such arbitration, subject to the right of the arbitrator to reallocate and assess such fees against other parties to the arbitration in accordance with the Arbitration Rules applicable to the proceedings. If the claim is made by a person who purchased FedEx Custom Critical services or contracted to purchase such services for personal, family or household use and that person’s individual claim is for less than \$10,000.00, then the arbitration shall be administered in accordance with the American Arbitration Association’s Arbitration Rules for Resolution of Consumer-Related Disputes. Otherwise, the arbitration shall be administered in accordance with the American Arbitration Association’s Commercial Arbitration Rules including, when appropriate, its Procedures for Large, Complex Commercial Disputes. These Rules, as amended from time to time, are available on the web at: www.adr.org. **NO PARTY SHALL HAVE THE RIGHT TO A TRIAL BY JURY IF THE CLAIM IS COVERED BY THE TERMS HEREOF.**

Item 300: LIABILITIES NOT ASSUMED / CONSEQUENTIAL DAMAGES

FedEx Custom Critical shall not be liable, regardless of the actual or alleged negligence of FedEx Custom Critical, its employees, contractors, utilized carriers or business entities, in any event for any special, incidental, extended or consequential damages, including but not limited to loss of profits or income, whether or not FedEx Custom Critical had knowledge that such damages might be incurred.

Further, only claims that FedEx Custom Critical determines have involved events or circumstances within the exclusive ability of FedEx Custom Critical to control, and, resulted directly from the sole negligence of FedEx Custom Critical, its actual employees and/or utilized individuals will be accepted. No claims will be accepted and no liabilities will be assumed for any damages whatsoever that are determined to have resulted from or were contributed to from conditions typically known as *Force Majeure* events, including but not limited to those defined in this Service Guide, or claims found to have involved the actions, inactions, and/or negligence of any party other than FedEx Custom Critical, its employees, and/or utilized service providers.

Item 310: LIABILITY LIMITATIONS - DECLARED VALUE (CARGO)

Where any portion of the tendered shipment is not able to be directly inspected due to packaging, wrapping, and/or otherwise consisting of "containerized" items, liability is limited to visual surface damage to the package or container only and no liability for damage to contents shall be offered, provided, inferred or implied regardless of terms stated below.

Cargo Valuation (U.S. Currency): For all shipments handled pursuant to this Service Guide, the Release Value will be no more than \$25.00 per pound per package unless a higher value is declared at time of original order placement and an additional fee is paid. When declarations of value in excess of \$25.00 per pound are made, the additional valuation fees are calculated at \$1.90 per each \$100.00 value sought in excess of the released value (\$25.00 per pound). Regardless of declarations made, actual / maximum liability for loss or damage to cargo shall be the lesser of actual value, cost of repair, cost to replace, released value, declared value up to \$50.00 per pound per package or \$100,000.00 per incident.

Shipments involving **Used or Reconditioned Articles / Equipment** shall be additionally subject to the following: Regardless of declared or actual valuation, liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit. No liability is assumed for any claims of diminished value or any other value not specifically set forth herein. For all shipments handled pursuant to his Agreement, the Release Value will be no more than \$0.50 per pound per package unless a higher value is declared at time of original order placement and an additional fee is paid. Additional valuation fees are calculated at \$1.90 per each \$100.00 value sought in excess of the released value (\$0.50 per pound). weight (pounds) for valuations declared above \$0.50 per pound. Regardless of declarations made, actual / maximum liability for loss or damage to cargo shall be the lesser of actual value, cost of repair, cost to replace, released value, declared value up to \$25.00 per pound per package or \$100,000.00 per incident.

No liability will be assumed for any claims of diminished value or any other value not specifically set forth herein. Should a shipper or other owner of the goods or any entity or individual with an ownership interest in the goods elect to secure its own insurance for the cargo during the services provided under this Agreement, then such entity or individual shall cause its insurers to waive any rights of subrogation for losses contemplated hereunder.

(Concluded on following page)

Regardless of commodity shipped or valuation, all invoiced amounts must be paid in full before claims of any nature whatsoever will be processed, considered, or any settlement of a claim for loss or damage will be made. No payor or other party with an ownership or other interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed. FedEx Custom Critical reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by FedEx Custom Critical.

If through no fault of the actual transporting carrier delivery cannot be accomplished on a straight-through, direct basis, liability for damage and/or loss to cargo is reduced to the extent of the damage and/or loss that occurred prior to carrier's attempt to make initial delivery.

The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, mis-delivery, non-delivery, misinformation, any failure to provide information, or mis-delivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the shipper.

Item 320: LIABILITY LIMITATIONS - FORCE MAJEURE EVENTS AND OTHERS

FedEx Custom Critical shall have no liability for damage, loss, delay or any other failure to perform services under this Service Guide, or agreements referencing and/or incorporating this Service Guide, which is caused by or contributed to by circumstances beyond the direct and exclusive ability of FedEx Custom Critical or its utilized service providers to control, including but not limited to any of the following:

1. The acts or omissions of any party other than FedEx Custom Critical or its utilized service providers, negligent or not, that by their very nature prevent execution of transportation obligations.
2. The inherent vice of any commodity transported that by its very nature destroys or damages itself.
3. Force Majeure events or conditions shall be deemed to include, but are not limited to, acts of God; acts of the public enemy; war (declared or not); hostile actions; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power or occupation; lightning; explosion, strikes; mobilization; labor disputes; civil disorders; terrorist acts; fire; flood; lockouts; injunctions-intervention-acts; governmental authority; or natural or manmade disaster.
4. In all instances when a shipment involves entry into or passage through any hostile territory, country in crisis, locations or geography involved in travel warnings as issued by any governmental authority, such as those issued by the U.S. Department of State.
5. Banditry, robbery, theft, criminal activity, conspiracy, or highjacking, except to the extent that it is proven that FedEx Custom Critical employees or utilized personnel were involved in the planning and/or execution of said acts of banditry, robbery, theft, criminal activity, conspiracy, or highjacking.

Item 330: LIEN RIGHTS

FedEx Custom Critical shall retain lien rights on freight for transportation charges, any applicable storage charges and any charges advanced.

Item 340: LIMITATION OF SIZE AND WEIGHT

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle facilities, equipment, and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles or facilities.

Item 350: LINEHAUL CHARGES

FedEx Custom Critical will utilize the services of actual transporting carriers whose quotations vary according to lane, geography, season and other factors. Line haul charges shall be communicated on a shipment-specific basis and documented by execution of a Surface Mode Optimization Blended Services Customer Contract, which shall act as acceptance of the rate quoted even in the absence of pre-defined mileage rates, mileage calculators or other forms of rate basing. Fees for accessorial services, including but not limited to Fuel Surcharge, shall be in addition to the contracted line haul charges.

Item 360: NON-WAIVER

Failure by FedEx Custom Critical to apply or enforce the provisions of its FedEx Surface Mode Optimization Blended Services Customer Contract, tariff(s), Service Guides, standard operating procedures, terms & conditions, or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided or arranged.

Item 370: OVER-DIMENSIONAL SHIPMENTS

Shipments containing articles not capable of being transported in an enclosed trailer, not to exceed a 45 foot enclosed trailer, or with a weight exceeding 40,000 pounds, will be subject to additional special fees which will be communicated on a shipment by shipment basis, and subject to the following conditions:

- Notification and arrangements for transporting over-dimension or over-weight freight as defined by the above must be made with FedEx Custom Critical before shipment or any portion thereof is tendered for transportation.
 - Where regulations or laws of any Federal, State or Municipal Government or any subdivision thereof require use of one or more flagmen and/or one or more escort vehicles to legally transport over-dimensional or over-weight articles, such arrangements will be made and invoiced at 130% of any and all fees, charges, repairs, replacements, modifications, and/or general expenses incurred associated therewith.
 - FedEx Custom Critical will not assume any liability whatsoever, directly or indirectly, resulting from or occurring in connection with its involvement in making any of the arrangements defined above.
-

Item 380: PIER DELIVERIES

If FedEx Custom Critical or the actual transporting carrier expenses incurred for pickup or delivery service on shipments involving piers, docks, pier terminals, transit sheds, or wharves, including the loading and/or unloading charges of the longshoremen, stevedores, public loaders, gate passes and all other applicable charges, the charge will be actual costs, plus 30%, and additionally subject to Detention charges.

Item 390: RECONSIGNMENT OR DIVERSION

Shipments may be diverted or reconsigned upon instructions from the shipper, consignee or owner. The specific instructions associated with requested diversions or reconsignments along with associated additional charges will be documented and processed by faxed amendment to the shipment-specific Surface Mode Optimization Blended Services Customer Contract. No reconsignment or diversion will be commenced or performed without an executed amendment to the Surface Mode Optimization Blended Services Customer Contract first being fully processed.

Item 400: REDELIVERY

When a shipment is consigned to businesses, warehouses and other generally recognized receiving locations, and the actual transporting carrier is capable of making delivery and through no fault of the actual transporting carrier such delivery cannot be accomplished, detention charges will be assessed until delivery is made, regardless of whether or not said carriers vehicle remains on the consignee premises or departs from said premises while waiting (a) to deliver on the consignees next regularly scheduled business day or (b) to deliver at a re-designated time as instructed by a consignee representative. If redelivery is to a location other than original consignee location, detention charges will accrue until FedEx Custom Critical receives instruction to deliver to a new consignee location. An additional charge based upon mileage and vehicle furnished will also be assessed for all miles from the original consignee location to the newly designated consignee location, provided however, that if redelivery is to a location within the confines of the same plant, compound or facility grounds, no additional mileage charges shall apply but in lieu thereof a stop-off charge shall be assessed. Such detention, additional mileage fees, and/or stop-off charges will be documented and processed by faxed amendment to the shipment-specific Surface Mode Optimization Blended Services Customer Contract, and will be required before any such redelivery functions will be commenced or performed.

Item 410: RETURN, REJECTED AND DAMAGED SHIPMENTS

On shipments or portions thereof which are returned (refused), rejected or damaged, such shipments or portions thereof shall be returned upon request of the shipper or owner back to the original point of origin and additional charges will be assessed. Such charges will be documented and processed by faxed amendment to the shipment-specific Freight Forwarder Contract & Authorization before any such return shall be performed. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

Item 420: SERVICE GUARANTEE

Remedies provided for in this Item are the sole and exclusive remedies for any claims resulting from failure to meet the scheduled delivery commitment arising under Surface Mode Optimization Blended Services. In no event shall FedEx Custom Critical or any utilized service provider be liable for any economic loss or any special, incidental or consequential damages of any nature whatsoever resulting from failure to meet a delivery schedule. Fees such as Fuel Surcharges, Declared Value (Released Value) charges, and any and all other accessorial service fees are not subject to any refund or adjustment. At its sole discretion, FedEx Custom Critical reserves the right to make a compromise in the event of conflicting findings.

1. Provisions of the Guarantee. If an initial delivery occurs more than (a) two (2) hours after the time agreed upon, a refund or credit will be processed for 25% of the total per-mile rate for all miles traveled (or of the minimum charge in the event of a minimum charge shipment), or (b) four (4) hours after the time agreed upon, a refund or credit will be processed for 50% of the total per mile rate for all miles traveled (or of the minimum charge in the event of a minimum charge shipment) unless:
 - a) The failure to meet the scheduled delivery commitment is caused or contributed to by events beyond FedEx Custom Critical's or the actual transporting 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 FedEx Custom Critical or the actual transporting carrier. In such cases Customer will be responsible for all charges without any reduction.
 - b) The actual transporting carrier attempts delivery by the scheduled delivery commitment, but is unable to complete delivery due to exceptions caused by Shipper, Consignee or any other third party, the full contractual charges shall be due to FedEx Custom Critical without any reduction. Exceptions generally include, but are not limited to, shipments where the Shipper or Consignee delays or refused delivery for any reason.
 - c) The shipment does not meet the description of the shipment contained in the contract, the shipment is not available for pickup at the agreed upon time or if any of the other exclusions provided for in 4 below are applicable.
 - d) Any shipment, or portion thereof, which through no fault of FedEx Custom Critical or any actual transporting carrier requires or involves a re-delivery.

(Continued on following page)

2. Service Guarantee Filing Process. No automatic invoice adjustments or refunds will occur. No deductions or offsets will be permitted with respect to transportation charges owed to FedEx Custom Critical without FedEx Custom Critical's prior written consent in each shipment-specific instance. Customer must request a refund for Carrier's failure to meet the scheduled delivery date by submitting a written request to FedEx Custom Critical. Customer's complete and accurate request must be submitted within fifteen (15) calendar days from the date of delivery. If written request is received after the applicable 15 day period, no Service Guarantee shall be offered.

3. Refunds and Credits. If FedEx Custom Critical determines that Customer is entitled to a refund or credit, such refund or credit will be issued to the contract-designated payor-debtor only. If the Customer has paid the invoice, a refund for the applicable transportation charges will be issued unless it is determined that the account has unpaid past due invoices. In instances where past due invoices exist, FedEx Custom Critical will call the Customer to obtain consent to apply the refund to the Customer's past due account balance. If the Customer has not paid the invoice, FedEx Custom Critical will credit the customer's account and issue an invoice itemizing the amount of the credit to indicate the amount of the charges that remain due after the credit is applied for the specific service failure. No refunds or credits will be issued to third parties and/or agencies.

4. Exclusions. Service Guarantee does not apply to the following shipments:
 - a) Originating from or destined to Mexico
 - b) Requiring delivery on a holiday or weekend (both national and local holidays)
 - c) Shipment / cargo not properly packaged or labeled by the Shipper
 - d) Containing hazardous materials that are incompatible with other items on the trailer or improper packaging
 - e) Delayed due to missing, incomplete or inaccurate documentation
 - f) Requiring delivery to residences (i.e., private residences, apartment complexes, dormitories, businesses located at a private residence, farm or ranch)
 - g) 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
 - h) Requiring "protect from freezing" service
 - i) Requiring special equipment for delivery, including fork lift, crane or other mechanical devices
 - j) Requiring liftgate services
 - k) Shipments held for consolidation

(Concluded on following page)

- l) Shipments that are dock pickup or will call
 - m) Involving spotted delivery trailers or Consignee unload
 - n) Involving Shipper or Consignee caused delay
 - o) Held for inspection or detained by governmental regulation or mandate
 - p) For appointments set for a date beyond the scheduled service date
 - q) Paid by a third party payment service or logistics service company
 - r) Paid by Customers that have waived the right to submit filings under Service Guarantee as part of the Customers' contract
 - s) If the failure to meet the scheduled delivery date is caused by events beyond FedEx Custom Critical's and/or the actual transporting 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 FedEx Custom Critical or the actual transporting carrier.
5. Service Guarantee does not cover shipments delivered damaged. Customer must utilize FedEx Custom Critical's Service Guide claims process to file claims for damaged items. Service Guarantee does, however, cover the transportation charges associated with damaged items delivered beyond the scheduled delivery date.
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 or Service Guide item.
7. FedEx Custom Critical reserves the right to modify, suspend or cancel Service Guarantee, at its sole discretion, at any time without prior notice. FedEx Custom Critical will provide notice of any amendment, suspension or cancellation via its applicable company website, which shall be the controlling version of the programs terms and conditions. Should the Service Guarantee be suspended, there are no other remedies offered or implied for service failures.

Item 430: SHIPPER RESPONSIBILITY FOR PACKAGING

The "shipper", not FedEx Custom Critical or any of its utilized service providers, is responsible for ensuring that all cargo tendered for transport is properly packaged to protect it from damage as a result of normal handling and transportation. The "shipper" is also responsible for ensuring compliance with all applicable laws and/or governmental authority as a shipper as relates to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

Item 440: SORTING, SEGREGATING, STACKING

Charges for such service will either be (a) documented on the Surface Mode Optimization Blended Services Customer Contract if requested at time of preparation of the Surface Mode Optimization Blended Services Customer Contract, or (b) as identified in a fax amendment to the Surface Mode Optimization Blended Services Customer Contract, provided however, nothing herein shall be construed as to obligate FedEx Custom Critical or its utilized service provider to provide or arrange for such services if a request to do so is made subsequent to the execution of the initial Surface Mode Optimization Blended Services Customer Contract. This charge will be in addition to any applicable inside pickup / delivery fee.

Item 450: SPECIAL SERVICES AND/OR EQUIPMENT

Requests for special equipment and/or services must be noted on the FedEx Surface Mode Optimization Blended Services Customer Contract, all shipping orders, bills of lading, and/or electronic media, however, neither FedEx Custom Critical nor its utilized service provider will be responsible to provide special and/or extra equipment or perform accessorial services if not specifically requested to do so prior to the execution of the FedEx Surface Mode Optimization Blended Services Customer Contract. If such prior arrangements for special equipment are not made and upon arrival at the pickup location it is determined that transport can no longer be accomplished, FedEx Custom Critical reserves the right to either (a) make subsequent arrangements and assess additional charges, with such charges to be documented and processed by faxed amendment to the shipment-specific FedEx Surface Mode Optimization Blended Services Customer Contract, or (b) refuse such shipment and assess full charges as defined in the original FedEx Surface Mode Optimization Blended Services Customer Contract as if the shipment was actually transported without need for an amendment to the FedEx Surface Mode Optimization Blended Services Customer Contract, or (c) refuse such shipment and assess a Vehicle Furnished But Not Used fee as defined in Item 470 of this Service Guide without need for an amendment to the FedEx Surface Mode Optimization Blended Services Customer Contract.

When Consignor/Consignee, broker or any other party responsible requests special equipment including but not limited to fork lift, crane, or other mechanical devices (excluding pallet jacks) at the loading or unloading site (other than at actual transporting Carrier's service center), and arrangements can be made for the requested special equipment, the following charges will apply:

- A. \$142.00 per hour or fraction thereof for each unit of equipment used, for the actual time used for loading and/or unloading.

Item 460: STORAGE RIGHTS

On refused, rejected or other shipments where FedEx Custom Critical or its utilized service provider is unable to deliver a shipment or part of a shipment, to its intended final destination, FedEx Custom Critical shall be entitled to recover any and all costs in any way associated with the storage of any cargo. At its sole option, FedEx Custom Critical may direct that cargo be deposited in a public warehouse or storage facility under the consignee's, and/or shipper's name so that storage fees do not accrue against FedEx Custom Critical or its utilized service provider. Liability for damage to cargo is eliminated once cargo is so deposited.

Item 470: VEHICLE FURNISHED BUT NOT USED

a) When an order is canceled after a vehicle has already been dispatched with pickup orders, fees will be charged at the applicable one-way rate based on the type of equipment ordered for all miles from the point of dispatch to point of pickup times the applicable rate per mile, subject to the minimum charges defined below. This applies to orders booked via phone or any online order entry mechanism.

(b) Fees described in (a) above shall also be assessed when no cancellation notice is actually provided to Custom Critical subsequent to placing an order for service and a vehicle arrives to point of pickup and it is determined that there is no such shipment to transport. This applies to orders booked via phone or any online order entry mechanism.

(c) Shipments booked online through any electronic order entry mechanism must be cancelled by calling FedEx Custom Critical as no online order cancellation ability exists.

<u>UNIT</u>	<u>VEHICLE CLASSIFICATION</u>	<u>MINIMUM CHARGE</u>
A	Mini Van or vehicle of similar capacity.	\$113.00
B	Econo-Type Van or vehicle of similar capacity.	\$137.00
C	12 foot straight truck or vehicle of similar capacity.	\$215.00
D	20 foot straight truck or vehicle of similar capacity.	\$261.00
E	Tractor and/or enclosed tandem axle trailer.	\$385.00

Item 480: WARRANTIES

FedEx Custom Critical makes no warranties, implied or other, for any transportation and/or related services provided or arranged.

**Item 10000: EXPLANATION OF REFERENCE MARKS FOR STANDARD USE
THROUGHOUT THE SERVICE GUIDE, AS AMENDED**

Reference Mark / Explanation

~	/	No change in rate
<	/	Increase
>	/	Reduction
*	/	Changes which result in neither increase nor reduction in charges
+	/	Addition

Item 10010: EXPLANATION OF ABBREVIATIONS USED IN SERVICE GUIDE

<u>Abbreviation</u>	/	<u>Explanation</u>
Inc.	/	Incorporated
LTL	/	Less Than Truckload
FDFE	/	FedEx Custom Critical Forwarder SCAC
