



FedEx Custom Critical, Inc. Surface Expedite Network Freight Forwarder Service Guide

FDFD 301-D

Naming Certain Accessorial Rates, Rules, Regulations and Claims
Procedures for Surface Expedite Network Service as Defined Herein

Issued July 10, 2007 / Effective July 15, 2007



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

All fees, sums and valuations based on U.S. currency.

Issued by,

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Item 10: Application of Service, Rates and Operating Rights When Surface Expedite Network Service is Offered Over Regular and Irregular Routes.

Surface Expedite Network Service is described as follows:

A land-based less-than-truckload transportation service for freight incorporating the use of less-than-truckload ground transport carriers, interlining as necessary, to best accommodate optimum delivery and service parameters.

- 1) FedEx Custom Critical utilizes the services of actual transporting carriers whose quotations vary according to lane, geography, season and other factors. A premium fee is routinely assessed in order to facilitate carrier compliance with requested delivery times that are accelerated compared to traditional or standard LTL service. Line haul charges, including any premium, shall be communicated on a shipment-specific basis and documented by execution of a FedEx Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization, 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 linehaul charges.
- 2) 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. Should any shipment characteristics, transport or handling requirements change, which result in a change in the pricing established on shipment-specific Contract & Authorizations, the change will be documented and charges will be adjusted accordingly and invoiced at the adjusted amount without the need to execute a second Contract & Authorization. This adjusted price shall be considered the agreed to contract price. Surface Expedite Network Service may not be available for all specific pickup and/or delivery locations.
- 3) FedEx Custom Critical reserves the right not to accept a request for Surface Expedite Network Service if it determines, in its sole discretion, that it cannot provide the service requested.
- 4) 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.
- 5) 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.
- 6) Remedies provided for in this Service Guide are the sole and exclusive remedies for any claims arising against FedEx Custom Critical under Surface Expedite Network Service. 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 provide the service offered or meet the scheduled delivery commitment.

7) 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.

8) FedEx Custom Critical will provide notice of any amendment, suspension or cancellation via its applicable company web site, which shall be the controlling version of the program's terms and conditions.

Item 20: Application on Indirect Air Carrier Shipments

No service is offered under this Service Guide or the Surface Expedite Network service offering on shipments involving movements classified as Indirect Air Carrier (IAC) shipments as defined by the Transportation Security Administration (TSA). Additionally, no shipments will be handled which are determined could ultimately be destined for passenger aircraft. FedEx Custom Critical reserves the right to make such determination at its sole discretion.

Item 30: Application on International Service

Service is presently not available to, from or between points outside the 48 contiguous United States. Please contact your sales representative or customer service for available service options involving international points.

Item 40: Application of Service Guide / Order of Precedence

To the extent a conflict exists between the FedEx Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization 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 Expedite Network Freight Forwarder Contract and Authorization or this Service Guide and the terms and conditions on any air bill, manifest, stamp, shipping label, bill of lading or other transit documentation, the terms and conditions of this Service Guide shall supercede those on any air bill, manifest, stamp, shipping label, bill of lading, other transit document or the terms of the Surface Expedite Network Freight Forwarder Contract and Authorization.

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 Expedite Network Freight Forwarder Contract and Authorization, such accessorial services shall be provided to the extent possible. They will be honored upon Customer request and may require they be documented in subsequent faxed amendments to the initial FedEx Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization.

< Concluded on page 4 >

Item 40: Application of Service Guide / Order of Precedence (Concluded)

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 remedies 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 Carrier or Other Bills of Lading

Bills of lading shall act SOLELY as receipts for freight, with the terms and conditions of bills of lading and other shipment paperwork and/or electronic media being null and void, with the entire terms and conditions of transport being established by this Service Guide and the Surface Expedite Network Freight Forwarder Contract and Authorization.

Item 60: Surface Expedite Network Contract and Authorization

All Surface Expedite Network shipments require the use of and execution of a shipment-specific Surface Expedite Network Freight Forwarder Contract and Authorization 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: Surface Expedite Network Contract and Authorization - Modification

No modifications to this document 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: Additional Incurred Costs

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 90: Vehicle Furnished but Not Used

Per FedEx Freight Tariff 100, item 620.

Item 100: Responsibility for Packaging and Compliance with Laws

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.

The shipper shall, at its cost and expense, comply with all applicable federal, state, local and international laws, rules and regulations pertaining to its shipments and shall be responsible for all costs, liabilities, delays, fines and expenses caused by, resulting from or otherwise associated with any noncompliance by shipper with any such laws, rules or regulations. Charges shall also be assessed that pertain to any requested services for compliance with any such laws, rules or regulations.

Item 110: Marking or Tagging Freight

Per FedEx Freight Tariff 100, item 580.

Item 120: Sorting, Segregating and Reconstructing Freight

Per FedEx Freight Tariff 100, item 887.

Item 130: 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 believed that in the performance of transporting said cargo there is a possibility of 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 and accompanying the freight.

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Item 130: Description of Commodities to be Handled (*Concluded*)

Terms and conditions governing Prohibited or Restricted Articles are as contained in the prevailing FedEx Freight Rules Tariff which may be viewed by visiting:

http://www.fedexfreight.fedex.com/afx100table_of_contents.jsp

Item 140: Delivery Service Options

A) Standard Day: Time-definite service with an earlier delivery on the standard FedEx Freight service day with a "delivery by" time. Charges will be determined on a shipment-specific basis and documented on the Surface Expedite Network Contract and Authorization.

- 1-hour "delivery window": This option is available for an additional fee. Charges will be determined on a shipment-specific basis and documented on the Surface Expedite Network Contract and Authorization.

B) Day Early: Time-definite delivery one day earlier than the standard FedEx Freight service day with a "delivery by" time. Charges will be determined on a shipment-specific basis and documented on the Surface Expedite Network Contract and Authorization.

- 1-hour "delivery window": This option is available for an additional fee. Charges will be determined on a shipment-specific basis and documented on the Surface Expedite Network Contract and Authorization.

Item 150: In-Transit Freight Recovery

Charges will be determined on a shipment-specific basis and documented on the Surface Expedite Network Contract and Authorization.

Item 160: Reconsignment, Diversion, Relinquishment of Shipments

1. When shipment is at Carrier's service center at point of origin and a request is received requiring the shipment be reconsigned/diverted by making a change in Consignee's name, place of delivery and/or in the destination point, the following charge will apply:

- A. \$75.00 per shipment plus linehaul charges from origin to final destination. (Applicable only if shipment has not been loaded onto linehaul pup/set, or if shipment has not left origin service center point in cases where shipment is not transferred to linehaul pup/set.)

2. When shipment is at Carrier's service center at point of origin and a request is received requiring the shipment be returned (relinquished) to the original place of shipment or delivered to another carrier, the following charge will apply:

- A. Prior to Delivery, \$75.00 per shipment. (Applicable only if shipment has not been loaded onto linehaul pup/set, or if shipment has not left origin service center point in cases where shipment is not transferred to linehaul pup/set.)

3. When, except as provided in paragraphs 1 and 2 above, a request is received requiring the shipment be reconsigned/diverted by making a change in Consignee's name, place of delivery and /or in the destination point, the following provisions will apply:

- A. When Consignee's name is changed, but place of delivery is not changed:
- 1) Prior to Delivery, \$75.00 per shipment plus linehaul charges from origin to final destination.
 - 2) After tender of Delivery when redelivery is requested or required, \$75.00 per shipment, plus linehaul charges from origin to final destination.
- B. When place of delivery is changed and Carrier services both original and new destination point by the same service center:
- 1) Prior to Delivery, \$75.00 per shipment plus linehaul charges from origin to final destination.
 - 2) After tender of Delivery, \$75.00 per shipment plus linehaul charges from origin to final destination.
- C. When destination point is changed, and Carrier services both original and new destination points by different service centers:
- 1) Prior to Delivery, \$75.00 per shipment plus applicable rates and charges to and from the reconsignment point.
 - 2) After Tender of Delivery, \$75.00 per shipment plus applicable rates and charges to and from the reconsignment point, but not less than the through rate from original origin to original destination point.
- D. When Consignor/Consignee accepts shipment at Carrier's service center located at reconsignment point or when origin Carrier relinquishes to another carrier at origin Carrier's service center located at reconsignment point:
- 1) Prior to Delivery, \$75.00 per shipment plus applicable rates from origin to reconsignment point.
 - 2) After Tender of Delivery, \$75.00 per shipment plus applicable rates from origin to reconsignment point.
- E. When portions of shipments are reconsigned/rerouted, each portion will be considered a separate shipment. The charges applicable in Part 3 (D) of this item will apply for the reconsigned portion with otherwise applicable charges applying on that portion not reconsigned.
4. Except as provided in Paragraph 1 and 2 herein, "prior to" delivery shall apply only when carrier receives request for RECONSIGNMENT before shipment has been loaded onto delivery pup/set or before the shipment has been dispatched for delivery.
5. FedEx Custom Critical will make a diligent effort to execute a request for RECONSIGNMENT, but will not be responsible if such service is not effected.

Item 170: 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 180: Lien Rights

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

Item 190: Non-Waiver

Failure by FedEx Custom Critical to apply or enforce the provisions of its Surface Expedite Network Freight Forwarder Contract and Authorization, tariff(s), Service Guides, standard operating procedures, terms and 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 200: Warranties

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

Item 210: 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 where the jurisdiction shall be the jurisdiction at the point of reloading for the return load.

Item 220: Legal Actions – Limitation / Arbitration

Time Limit on Actions for Damages Other Than Cargo Claims:

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.

Waiver of Right to Participate in Class Action Lawsuits: 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.

No Agency: Performance of services does not make FedEx Custom Critical or its utilized transporting carrier an agent of a shipper or third party for any purpose.

Binding Arbitration: 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 230: Force Majeure Events and Other Limitations on Liability

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, including but not limited to shipper or consignee, 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; invasions; insurrections; riots; civil commotion; sabotage; military or usurped power or occupation; lightning; explosion, strikes; mobilization; labor disputes; civil disorders; terrorist acts; fire; floods; lockouts; injunctions; interventions; acts of a governmental authority; or natural or manmade disasters.
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 240: Zero-Dollar Invoice

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 Expedite Network Service. 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 the scheduled delivery commitment.

1. Provisions of the Zero-Dollar Invoice. If the actual transporting carrier fails to deliver the shipment in accordance with the terms of the agreed upon contract, all transportation charges will be voided and processed per the terms as stated in this Item, unless:

- a) The failure to meet the scheduled delivery commitment is caused or contributed to by events beyond the control of FedEx Custom Critical 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.

2. Zero-Dollar Invoice 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 prior written consent from FedEx Custom Critical in each shipment-specific instance. Customer must request a refund for Carrier's failure to meet the scheduled delivery date by submitting a written, phoned, or e-mail 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 Zero-Dollar Invoice 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 credit to indicate that no charges are due for the specific service failure. No refunds or credits will be issued to third parties and/or agencies.

4. Exclusions. Zero-Dollar Invoice does not apply to the following shipments:

- a) Originating from or destined to any points outside the 48 contiguous United States.
- b) With scheduled delivery dates during designated service blackout periods.
- c) Not properly packaged or labeled by the Shipper.
- d) Containing hazardous materials that are incompatible with other items on the trailer.
- 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.
- l) Shipments that are dock pickup or will call.
- m) Involving intermodal or other special programs.
- n) Involving spotted delivery trailers or Consignee unload.
- o) Involving Shipper or Consignee caused delay.
- p) Held for inspection or detained by governmental regulation or mandate.
- q) For appointments set for a date beyond the scheduled service date.
- r) Paid by Customers that have waived the right to submit filings under Zero-Dollar Invoice as part of the Customer's contract.
- s) If the failure to meet the scheduled delivery date is caused by events beyond the control of FedEx Custom Critical 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.
- t) Shipments subject to Capacity Load (Item 390 of FedEx Freight Tariff 100 available by visiting:
http://www.fedexfreight.fedex.com/xf100table_of_contents.jsp
- u) Shipments subject to Cubic Capacity and Density (Item 613 of FedEx Freight Tariff 100 available by visiting:
http://www.fedexfreight.fedex.com/xf100table_of_contents.jsp

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Item 240: Zero-Dollar Invoice (Concluded)

v) Shipments of extreme length (Item 530 of FedEx Freight Tariff 100 available by visiting:

http://www.fedexfreight.fedex.com/xf100table_of_contents.jsp

wherein extreme length is defined as "any shipping unit or piece with a dimension exceeding 15 feet in length."

5. Zero-Dollar Invoice does not cover shipments delivered damaged. Customer must utilize the FedEx Custom Critical Service Guide claims process to file claims for damaged items. Zero-Dollar Invoice 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 Zero-Dollar Invoice, 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 web site, which shall be the controlling version of the programs terms and conditions. Should the Zero-Dollar Invoice be suspended, there are no other remedies offered or implied for service failures.

Item 250: 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 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.

Item 260: Special Services and/or Equipment

Requests for special equipment and/or services must be noted on the FedEx Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization, 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 Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization. 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 Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization, or (b) refuse such shipment and assess full charges as defined in the original FedEx Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization as if the shipment was actually transported without need for an amendment to the FedEx Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization, or (c) refuse such shipment and assess a Vehicle Furnished But Not Used fee as defined in this Service Guide without need for an amendment to the FedEx Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization.

When Consignor/Consignee, broker or any other party responsible requests special equipment including but not limited to forklift, 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. \$159.00 per hour or fraction thereof for each unit of equipment used, for the actual time used for loading and/or unloading.

Item 270: Surface Expedite Network Accessorial Services

Terms, conditions and charges for available accessorial services not specifically provided for in this Service Guide may be found by visiting: http://www.fedexfreight.fedex.com/xf100table_of_contents.jsp

In addition to those defined in this Service Guide, other accessorial services may not be available in conjunction with Surface Expedite Network service. Please check with your customer service or sales representative for applicable and available accessorial services.

Item 280: Surface Expedite Network Accessorials / Services Specifically Not Offered

- Blind shipments
- COD shipments
- Flatbed equipment
- Keep from freezing or temperature – controlled equipment
- Notification before delivery
- Pickup or delivery to tradeshow and exhibits
- Split pickup trailer chassis and container

Please note that there may be additional accessorial services not defined in this item that are found in the FedEx Freight Tariff/Service Guide which are not available in conjunction with the Surface Expedite Network service offering. Please contact your sales representative or customer service for available service options.

Item 290: Incorporation of FedEx Freight Rules Tariff FXF 100

The terms and conditions of the FedEx Freight Rules Tariff FXF 100 in effect when service is provided is incorporated herein and supplements the terms of this FedEx Custom Critical Surface Expedite Network Freight Forwarder Service Guide to the extent that it is not in conflict with the otherwise stated terms and conditions of this FedEx Custom Critical Surface Expedite Network Freight Forwarder Service Guide or the Surface Expedite Network Contract and Authorization. FedEx Freight Rules Tariff FXF 100 may be found by visiting: http://www.fedexfreight.fedex.com/fxf100table_of_contents.jsp

Item 300: Declared Value Limits Of Liability

CARGO VALUATION (U.S. Currency): **New Articles / Equipment:** For all shipments of New Articles / Equipment handled pursuant to this Service Guide, the Release Value will be no more than \$25.00 per pound per package for new articles being shipped, 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, charges for the declared value will be assessed based on the following table, subject to a minimum charge of \$46.00:

Declared value per pound		Cost per pound	Declared value per pound		Cost per pound
Less than or equal to	Up to		Less than or equal to	Up to	
\$ -	\$ 25.00	\$ 0.00	\$ 37.01	\$ 38.00	\$ 0.26
\$ 25.01	\$ 26.00	\$ 0.02	\$ 38.01	\$ 39.00	\$ 0.28
\$ 26.01	\$ 27.00	\$ 0.04	\$ 39.01	\$ 40.00	\$ 0.30
\$ 27.01	\$ 28.00	\$ 0.06	\$ 40.01	\$ 41.00	\$ 0.32
\$ 28.01	\$ 29.00	\$ 0.08	\$ 41.01	\$ 42.00	\$ 0.34
\$ 29.01	\$ 30.00	\$ 0.10	\$ 42.01	\$ 43.00	\$ 0.36
\$ 30.01	\$ 31.00	\$ 0.12	\$ 43.01	\$ 44.00	\$ 0.38
\$ 31.01	\$ 32.00	\$ 0.14	\$ 44.01	\$ 45.00	\$ 0.40
\$ 32.01	\$ 33.00	\$ 0.16	\$ 45.01	\$ 46.00	\$ 0.42
\$ 33.01	\$ 34.00	\$ 0.18	\$ 46.01	\$ 47.00	\$ 0.44
\$ 34.01	\$ 35.00	\$ 0.20	\$ 47.01	\$ 48.00	\$ 0.46
\$ 35.01	\$ 36.00	\$ 0.22	\$ 48.01	\$ 49.00	\$ 0.48
\$ 36.01	\$ 37.00	\$ 0.24	\$ 49.01	\$ 50.00	\$ 0.50

Regardless of declarations made, 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. In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall not be included when determining declared value or maximum liability.

Used or Reconditioned Articles / Equipment: 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 involving Used or Reconditioned Articles or Equipment handled pursuant to this Agreement, the Release Value will be no more than \$0.50 per pound per package unless a higher value up to \$5.00 per pound per package is declared at time of original order placement and an additional fee of \$0.64 per pound is paid. This Declared Value fee is subject to a minimum charge of \$106.00 and is in addition to

all other applicable charges. Regardless of declarations made, maximum liability for loss or damage to used cargo shall be the lesser of actual value, cost of repair, cost to replace, released value, declared value up to \$5.00 per pound per package or \$10,000.00 per incident. In all cases, the weight of packaging and/or shipping container, pallets, skids and the like shall not be included when determining declared value or maximum liability.

Liability limited for shipments involving documents, records, and data: Liability for shipments involving documents, records, and data, including but not limited to electronic or hard copy, shall be limited to the value of the actual media. As such, the value of electronic records will be limited to the lesser of: the cost to repair, cost to replace, actual value, released value or declared value of the tape, disc or other media being transported. In the case of paper documents the value shall be limited to the value of the paper. Further, no costs, expenses, or claims of any nature will be assumed which are associated with the replication, duplication or recreation of lost data. Documents such as checks, bonds, or any other negotiable or non-negotiable instruments, shall again be considered of no value greater than the actual media. The foregoing shall apply regardless of declarations made or documentation on any shipment paperwork.

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.

Any additional liability coverage paid for IS NOT AND WILL NOT BE CONSIDERED AS INSURANCE FOR THE CARGO.

Claims will be based on a per-item or article basis; liability will not be determined on the weight of the entire shipment nor the entire weight of the commodity in question.

Item 310: Claims-Filing A Cargo Claim

1. Claims in writing required.

Claims for loss, damage, injury or delay to property transported must be filed with FedEx Custom Critical in writing, as provided in paragraph 2 below and as otherwise required by law, by the terms of the FedEx Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization or other contract of carriage, and by all Service Guide/tariff provisions applicable hereto.

2. Minimum filing requirements.

Time Requirements: A written communication instituting a claim for loss or damage must be received by FedEx Custom Critical within nine (9) months from the date of the delivery of the property. In the case of export traffic, the written communication must be received within nine (9) months after delivery at the port of export. Claims for failure to make delivery (of the entire shipment or of any portion thereof) must be filed within nine (9) months from the date and time of delivery as established by time of original order entry.

Other Requirements: The written communication must:

- Contain facts sufficient to identify the shipment (or shipments) or property transported and
- Assert liability for alleged loss, damage, injury, or delay, and
- Make claim for a specific or determinable amount of money

< Concluded on page 10 >

Item 310: Claims-Filing A Cargo Claim (Concluded)

3. Documents not constituting claims.

The following, standing alone, will not be considered sufficient to comply with the minimum claim filing requirements specified in paragraphs 1) and 2) on the previous page: appraisal reports of damage, bad order reports, notations of shortage or damage (or both) on freight bills or delivery receipts, inspection reports, whether issued by the transporting carrier or its inspection agencies, and whether or not the extent of loss or damage is indicated in dollars and cents.

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 transported, 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 may be responsible. It will not, however, pay a claim under such circumstances unless and until a formal notification in writing for a specific or determinable amount of money will have been filed in accordance with the provisions of paragraph 2 above.

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 transporting carrier's Bill of Lading 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 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 the FedEx Custom Critical representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by the 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 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 freight or cargo shall be extinguished unless an action is filed 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. Overlapping and Multiple Claims.

If investigation of a claim determines 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 title to the property

involved or right with respect to such claim. 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 320: Claims-Acknowledgment of Cargo Claims

Within 30 days of receipt of a proper claim as described in these provisions, FedEx Custom Critical will either 1) acknowledge the receipt of such claim in writing, or 2) pay the claim, or 3) decline the claim in writing. The acknowledgment will state the date of receipt of the claim and will state what, if any, additional documentary evidence or other pertinent information may be required.

Item 330: Claims-Records of Cargo Claims

For each claim received, FedEx Custom Critical will create a separate file and assign thereto a successive, unique claim file number. That number will be recorded on all written records, documents and correspondence in the possession of FedEx Custom Critical, pertaining to the claim.

Item 340: Claims-Investigation of Cargo Claims

1. Prompt investigation: Each claim filed as prescribed herein will be promptly and thoroughly investigated.
2. Supporting documents required: Each claim must be supported by the original or an exact copy of the following:
 - Bill of lading.
 - Evidence of the freight charges, if any.
 - Invoice certified by the claimant to be true and correct, describing the property involved in the claim and its value.
 - Certification of prices or values of the freight, with any and all trade or other discounts, allowances, depreciation or deductions of any nature whatsoever and the terms thereof.

Where the property 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 require the claimant to establish and certify in writing the destination value of the freight involved.

In addition to the above, FedEx Custom Critical reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim.

Verification of loss. Where the claim is for loss or non-delivery of an entire package or an entire shipment, FedEx Custom Critical will require a certified written statement from the consignee that the property for which the claim is filed has not been received from any other source.

3. Packaging: All packaging and contents must be maintained 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.

Item 350: Claims-Payment of Freight Charges

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.

Item 360: Claims-Disposition of Cargo Claims

Within 120 days of receipt of a proper claim as described in these provisions, FedEx Custom Critical will pay, decline or make a firm compromise settlement offer in writing to the claimant. However, 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. FedEx Custom Critical will retain a copy of such advice in its claim file.

Item 370: Claims-Processing of Cargo Salvage

1. First Notice of Disposition: Whenever property transported is damaged or alleged to be damaged and as a consequence, is not delivered or is otherwise rejected or refused upon tender to the owner, consignee, or person entitled to receive such property, FedEx Custom Critical or its designee will give due notice, whenever practicable, to the owner and other parties that may have an interest therein within forty-eight (48) hours of attempted delivery. Unless advised to the contrary after giving such notices as set forth below, FedEx Custom Critical or its designee will undertake to sell or dispose of such property pursuant to the terms of this item.

2. Second Notice of Disposition: If FedEx Custom Critical or its designee does not receive written disposition instructions within twenty-four (24) hours of the time of attempted first notification, FedEx Custom Critical or its designee will attempt to issue a second and final confirmed notification which may be either verbal or written in nature. Such notice shall advise that if FedEx Custom Critical or its designee does not receive disposition instructions within ten (10) days of that notification, FedEx Custom Critical or its designee has the right to offer the shipments for sale at a public auction and may proceed to do so.

3. Disposition or Sale: FedEx Custom Critical or its designee 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 or its designee 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 filed, if any. FedEx Custom Critical or its designee will also assign to each lot of such property a successive lot number and note that lot number on the record of shipment and claim, if any claim is filed thereon.

4. Proceeds and Costs of Sale: If, after giving due notice, FedEx Custom Critical or its designee receives no written disposition instructions as set forth above, it will undertake to sell or dispose of such property pursuant to the terms of this item. Proceeds and costs of such sale or disposition will be handled as set forth below.

For purposes of this item "Net Salvage Sale Proceeds" are defined as the proceeds of the salvage sale, less any applicable salvage costs, including but not limited to storage, removal and administration costs.

If a loss and/or damage claim was filed, the Net Salvage Sale Proceeds will be applied to the loss and/or damage claim. Any salvage costs in excess of the Net Salvage Sale Proceeds will be the responsibility of the claimant.

If no claim for loss and/or damage was filed, the Net Salvage Sale Proceeds will be paid to the owner of the property, upon written request and proof of ownership. Any salvage costs in excess of the sale proceeds will be the responsibility of the owner.

The FedEx Custom Critical invoice for transportation and other lawful charges will remain the responsibility of the contract-designated payor.

5. Financial Interest of Directors, Officers or Managers: Whenever disposition of salvage material or goods will be made directly to FedEx Custom Critical or its designee or an agent or employee of FedEx Custom Critical or its designee or through a salvage agent or company in which FedEx Custom Critical or its designee or one or more of its directors, officers or managers has any interest, financial or otherwise, 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 described, FedEx Custom Critical or its designee 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.

Item 380: Claims-Other Limitations on Liability

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.

Where FedEx Custom Critical or the 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 transporting carrier.

If through no fault of the 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.

Item 390: 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 this Service Guide.

Item 400: 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.

Item 410: Claims-Disposition of Unidentified Payments, Overcharges or Duplicate Payments: Not Supported By Claims

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. "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 420: 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 FedEx Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization 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 FedEx Custom Critical Surface Expedite Network Freight Forwarder Contract and Authorization document before any changes will be honored, considered or of any force or effect.

Item 10000: Explanation of Reference Marks

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

Abbreviation	Explanation
Inc.	Incorporated
LTL	Less Than Truckload
FDFF	FedEx Custom Critical Forwarder SCAC

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