



**General Services Administration
Federal Acquisition Service
*Authorized Federal Supply
Schedule Price List***

Expedited Shipping Solutions

Schedule Title: Transportation, Delivery & Relocations Solutions

FSC Group V301, V111 & V112

Contract Number: GS-33F-0005U

For more information on ordering from Federal Supply Schedules, click on FSS Schedules at fss.gsa.gov

Contract Period: December 14, 2007 – December 2012

Business Size: Large Business

FedEx Custom Critical, Inc.
1475 Boettler Rd.
Uniontown, Ohio 44685
Phone: (888) 887-8116
Fax: (234) 310-4149
customcritical.fedex.com

Contract Administrator
Bethany Lemley
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Uniontown, Ohio 44685
Phone: (234) 310-4086
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Additional Point of Contact
Darin Ayers
1475 Boettler Rd.
Uniontown, Ohio 44685
Phone: (800) 633-6530 x3116
Fax: (301) 603-9030
Email: Darin.Ayers@fedex.com

Customer Information Page

- 1a. SIN 451-99 Introduction of New Services
- 1b. **See Page 9 for pricing of Surface Expedite Services**
- 1c. Hourly Rates: Not Applicable
2. Maximum Order: \$1,000,000
3. Minimum Order: \$100
4. Geographic Coverage (delivery area): CONUS, Alaska
5. Point of production: Not Applicable
6. Discount from list prices or statement of new prices: Not Applicable
7. Quantity discounts: Not Applicable
8. Prompt Payment Terms: Not Applicable
- 9a. Notification whether Government purchase cards are accepted at or below the micro-purchase threshold: Yes
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Yes
10. Foreign Items: Not Applicable
- 11a. Time of Delivery: Shipments delivery times are quoted independently on each shipment.
- 11b. Expedite Delivery: **See pricing on page 9**
- 11c. Overnight and 2-day Delivery: See pricing on page 9. Shipments delivery times are quoted independently on each shipment.
- 11d. Urgent Requirements: Shipments delivery times are quoted independently on each shipment.
12. F.O. B. Point: Not Applicable
- 13a. Ordering Address: Preferred methods of ordering include telephone and internet.

Physical address is:
FedEx Custom Critical
Surface Expedite Division
1475 Boettler Rd.
Uniontown, OH 44685

13b. Ordering Procedures: Please phone or email all shipment requests to the following:

(888) 887-8116 or www.customcritical.fedex.com

14. Payment Address: FedEx Custom Critical
P.O. Box 371627
Pittsburgh, PA 15251-7627
15. Warranty provision: Not Applicable
16. Export packing charges, if applicable: Not Applicable
17. Terms and Conditions of Government purchase card acceptance: No additional
18. Terms and Conditions of rental, maintenance, and repair: Not Applicable
19. Terms and Conditions of installation: Not Applicable
20. Terms and Conditions of repair parts: Not Applicable
- 20a. Terms and Conditions of any other services: See attached FedEx Custom Critical Rules & Accessorial tariff 101L
21. List of service and distribution points: Not Applicable
22. List of participating dealers: Not Applicable
23. Preventive maintenance: Not Applicable
24. Special attributes: Not Applicable
25. Data Universal Number System (DUNS) number: 055820518
26. Notification regarding registration in Central Contract Registration (CCR) database: Active in CCR, Registration renewed yearly 4/10/2009

FedEx Custom Critical is one of North America's largest critical-shipment carriers. Our commitment to customer satisfaction and providing our customers with the right solution at the right price continues to drive our business every day. Count on FedEx Custom Critical for:

- **Exclusive-use vehicles. Only your shipment is on the vehicle throughout transit.**
- **24/7/365 service – including nights, weekends and holidays at no extra charge.**
- **Proactive notification, as we contact you on pickup, at delivery and if there are any issues along the way.**
- **Recovery speed. If any shipment falls behind schedule, we can intervene and recover with another mode of transport to meet our time-specific promise.**
- **Service throughout the contiguous 48 United States.**
- **Rescue Service. We can rescue stranded or misrouted shipments from any surface or air carrier to expedite the delivery.**
- **Peace of mind.**

Company Information

FedEx Custom Critical, Inc.
1475 Boettler Rd.
Uniontown, OH 44685

FedEx Corporation
942 S. Shady Grove Rd.
Memphis, TN 38120

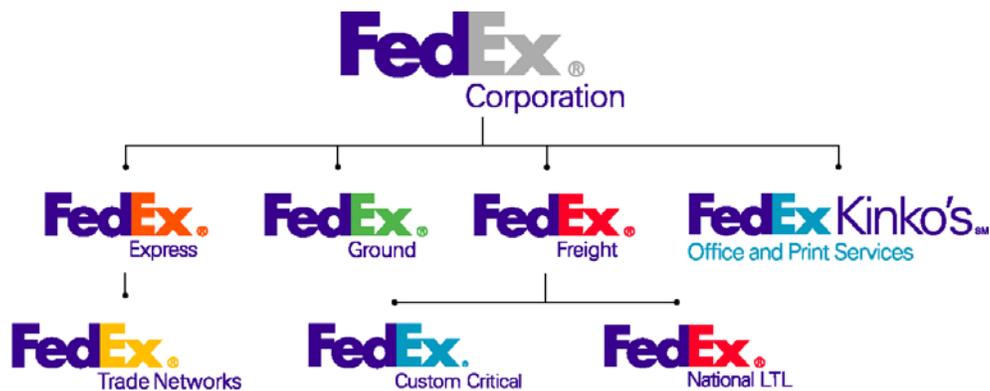
Company Background

The history of FedEx Custom Critical in the transportation industry dates back to the 1940s when the company was known as Roberts Cartage. In 1980, the company was re-named Roberts Express – and expedited transportation was born. In 1998, Roberts Express became an independent operating subsidiary of the FDX Corporation (FedEx) and was eventually re-named FedEx Custom Critical in 2000.

FedEx Custom Critical is currently under the leadership of President and CEO, Virginia C. Albanese. Functional vice-presidents and managing directors from our Operations, Sales, Marketing, Finance, Information Technology, Human Resources and Legal Departments make up our Executive Leadership Team (ELT). The entire organization consists of nearly 600 individuals housed at our headquarters in Green, Ohio.

FedEx[®] Family of Companies

FedEx Custom Critical is an operating subsidiary of FedEx Corporation, the \$37 billion premier global provider of transportation, e-commerce and supply chain management services. Each company operates independently and, at times, works collectively to serve the needs of customers.



Endorsements

FedEx Corporation appears at #7 on FORTUNE magazine's list of "Global Most Admired Companies." The top 10 appearance on the global list complements FedEx Corporation's #6 ranking on the FORTUNE "America's Most Admired Companies" list. In addition, FedEx Corporation was honored with a top-ten ranking on the Reputation Institute/Harris Interactive survey of corporation reputations, along with inclusion in the FORTUNE "100 Best Companies to Work For."

This recognition reflects the strong performance of the entire FedEx family of companies and the collaborative spirit of all FedEx employees.

FedEx Custom Critical – Operations Overview

Today, FedEx Custom Critical is one of North America's largest time-specific, critical-shipment carriers. We provide direct, door-to-door delivery throughout the United States, Canada and provide additional international solutions. We're open and operating 24 hours a day, 365 days a year – even on nights, weekends and holidays – we never close!

Surface Expedite Overview

The Surface Expedite division of FedEx Custom Critical was one of the first expedited freight transportation companies in North America. With a fleet of approximately 1,400 exclusive-use vehicles, FedEx Custom Critical provides pickups and deliveries 24-hours a day, 365 days across the United States and Canada, with additional solutions for Mexico via interline carrier relationships.

Surface Expedite Exclusive Use offers:

- Exclusive-use vehicles, so only your shipment is on the vehicle for increased safety and security
- 24-hour, seven-day-a-week pickup and delivery, including nights, weekends and holidays at no extra charge
- Direct, door-to-door service, so your freight is transported straight to its destination – with minimal handling and no unauthorized transfers
- Multiple vehicle sizes, ranging from cargo vans and straight trucks to tractor-trailers
- Continuous shipment monitoring via Customer Link[®], our integrated shipment control system with two-way QUALCOMM[®] satellite communications



Vehicle equipped with QUALCOMM[®] satellite

The Surface Expedite Fleet Vehicle Specifications

Vehicle	Cargo Weight	Door Width	Clearance Height	Inside Specs			Cubic Ft.
				Width	Height	Length	
Minivan	500 lbs.	48"	48"	48"	48"	72"	-
Cargo Van	2,500 lbs.	48"	48"	48"	48"	102"	144'
12' Straight Truck	5,000 lbs.	85"	88"	90"	92"	144"	690'
20' Straight Truck	13,000 lbs.	85"	88"	90"	92"	240"	1150'
Tractor-Trailer (48')	44,000 lbs.	96"	110"	98.5"	110"	570"	3,456'
Tractor-Trailer (53')	40,000 lbs.	96"	110"	98.5"	110"	630"	4,005'

FedEx Custom Critical – Technology

Track and Trace.

FedEx Custom Critical utilizes a system that allows integration of the QUALCOMM® two-way satellite communication system that is found on each of our vehicles with our own computerized Freight Management System (FMS). In addition to providing communication capabilities with the FedEx Custom Critical fleet, this system allows real-time shipment tracking and tracing both internally and externally via our Web site. This function is totally mechanized, requiring no human intervention. The system monitors each vehicle's movement and compares it against a time and mileage algorithm generated when the vehicle is dispatched on the shipment. This algorithm is also used to determine the delivery commitment that is made to a Government Agency. Every time we communicate with the truck handling your shipment, and automatically at least once every hour, the truck's location is determined and then compared against the algorithmically determined ETA. Any deviation from schedule of 15 minutes or greater will trigger an automatic alert in our system. A Customer Assistance Team member is prompted to check on the shipment status and relay any necessary updates to all parties involved in the shipment.

This tracking information is also made available, real-time, to Government Agency employees via our Web site at customcritical.fedex.com. The feature that we call the Shipping Toolkit gives you access to each and every one of your priority shipments. At a glance, based on a color-coded symbol, you will be able to check your shipment's status: on time, delayed by more than 15 minutes, or delivered. The shipment detail screen includes pickup time, current location, number of miles to destination and estimated time of arrival.

In addition to the Track and Trace function, the Shipping Toolkit will allow your Government Agency to:

- Get instant rate quotes
- Schedule actual shipments
- Review account activity for the past 28 days
- Monitor invoicing, and
- Retrieve shipment documents

All of this convenience is provided free of charge.

FedEx Custom Critical can provide training to Government Agency employees who will be using the Shipping Toolkit function. Any number of individuals at any number of facilities can register to use this tool. All introductory training, including registration and a demonstration, as well as any ongoing training, can be provided as needed. The degree of training will vary and is dependent upon particular needs and circumstances. Training can be conducted on-site or via conference call, dependent on your Government Agency's needs.

Electronic Data Interchange.

FedEx Custom Critical does have the capability to send and receive Electronic Data Interchange (EDI) transactions. We follow the American National Standards Institute (ANSI) ASC X12 standard transaction format. The main transaction types that FedEx Custom Critical employ are:

- ASC X12 214 – Carrier Shipment Status. The 214 can provide pickup or delivery dates and times, as well as information concerning shipments in transit. We send shipment status messages on a scheduled basis as determined by the Government Agency.
- ASC X12 210 – Freight Details and Invoice. This transaction set is used to provide an itemized detail of freight charges to the Government Agency. The 210 document replaces the paper copy of the freight bill.
- ASC X12 997 – Acknowledgement. These communications are forwarded to provide acknowledgement upon receipt of functional data.
- ASC X12 824 – Remittance Advice. Upon receipt of our 210 transaction, the Government Agency will respond in kind with information pertaining to the freight invoice and subsequent payment.

A primary benefit of the FedEx Custom Critical EDI network is that we can provide Government Agencies real-time shipment updates if it is so requested. Depending on the Government Agency's needs, we can constantly stream information on in-progress shipments or we can batch our information and send updates hourly, bi-hourly, daily, etc. Customized reporting is also available.

FedEx Custom Critical – Pricing

The following tables contain the pricing that FedEx Custom Critical is extending to all GSA Government Agencies for its Surface Expedite Exclusive Use business, which is tendered to and serviced by the FedEx Custom Critical Surface Expedite Division. These mileage rates will be in effect when any GSA Government Agency is named responsible for payment of any and all freight charges at the time of order entry. Please refer to our Rules and Accessorials Tariff – *FDCC 101* for definition of application of rates and all accessorial fees. This tariff can be viewed at: customcritical.fedex.com.

Surface Expedite Exclusive Use:

USA Geography, the following rate matrix applies:

Miles Inclusive	COLUMN (Equipment Size)				
	A	B	C	D	E
Min Charge*	\$189.00	\$189.00	\$269.00	\$299.00	\$399.00
0-199 miles	2.13	2.13	2.51	2.74	3.70
200-299 miles	1.91	1.91	2.26	2.51	3.31
> 300 miles	1.74	1.74	2.08	2.26	2.83

RATES IN U.S. DOLLARS AND CENTS PER ONE-WAY MILE (Except as Noted)*

FedEx Custom Critical Accessorial Charges
(For the complete version of the FedEx Custom Critical
Rules & Accessorial Tariff 101-L, please visit:
customcritical.fedex.com)

ADDITIONAL INCURRED COSTS

Whenever FEDEX CUSTOM CRITICAL, INC. incurs costs 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.

ADDITIONAL LABOR

- a) Except as otherwise specifically provided, rates published include the service of driver only.
- b) When an additional person or persons are required and furnished by the carrier or requested by the consignor or consignee and are furnished by the carrier, an extra charge for each additional person will be made of thirty-five dollars (\$35.00) per hour or fraction thereof, subject to a minimum charge of four hours.
- c) In applying the charges, time will be computed from the time additional person or persons leaves their place of business until they return to their place of business, except in case of delay beyond the control of shipper or consignee in which time lost occasioned thereby will be deducted from the total time.
- d) Charges named herein shall be in addition to any and all other lawful charges.

COMPUTATION OF MILEAGE

- a) Except as otherwise provided herein, mileage will be computed from point of origin to point of destination by the shortest timed route (Practical Mileage) and such mileage shall be 100% of the applicable mileage ascertained by compilation of distances as shown in ALK Technologies PC*MILER V19 Mileage Guide, or Carrier implemented re-issues thereof. A 5-digit ZIP code will determine location.
- b) From any point of origin to any point of destination not shown in the Guide referred to above or when mileage is not shown in the Guide between named points, the distance from or to the next more distant point that is shown shall apply.
- c) When the shipper requests a longer route than the shortest time route, the actual mileage over the longer route will apply.
- d) When shipments move under special permits as required by or obtained from a Municipal, State or Federal Agency or Commission, which specifies the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the route specified in the special permit.
- e) When shipments require re-routing due to any local, state and/or federal requirements (i.e. tunnels, bridges, hazardous routes, etc.), charges will be assessed at the total applicable mileage incurred, including any en-route corrections necessary for legal compliance and/or safe carrier operation for transportation of hazardous shipments, over-dimensional shipments, or any other shipments requiring specialized considerations.
- f) In computing mileage, fraction of a mile shall be considered as one mile.

COMPUTATION OF TIME

- a) Where rates are based on hours, time will be computed from the time the vehicle arrives at a customer's place of business until it is released by an 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.
- b) Fraction of an hour shall be considered as one hour.

DECLARED VALUE

FedEx Custom Critical's liability shall only be for loss or damage as defined in 49 U.S.C. 14706 (Carmack), regardless of whether transport is interstate or intrastate, and limited to the lesser of the cost of repair, cost to replace, actual value, released value or declared value. In any event, FedEx Custom Critical cargo liability is limited to, and shall be considered to be no more than a \$50,000.00 released valuation per shipment unless a higher value, not exceeding \$1,000,000.00, is declared at time of original shipment tender and is verified as such on the bill of lading and/or electronic media and a fee of fifty cents (\$.50) per \$100.00 of value declared over \$50,000.00 is paid. Declared values above \$1,000,000.00 may be permitted on a case-by-case basis at the sole discretion of FedEx Custom Critical. Regardless, FedEx Custom Critical will not be liable for any claims of diminished value or any other value not set forth herein.

Shipments involving **Used or Reconditioned Equipment** shall be additionally subject to the following: FedEx Custom Critical cargo liability on used or reconditioned equipment is limited to the lesser of the cost of repair, cost to replace, actual value, released value or declared value. In any event, FedEx Custom Critical cargo liability is limited to, and shall be considered to be no more than \$5.00 per pound per lost or damaged item up to \$20,000.00 in released valuation unless specific arrangements for higher value is made with the carrier prior to shipment tender and noted on the bill of lading and/or any electronic media. Regardless of valuation, FedEx Custom Critical's liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit and will not be liable for any claims of diminished value or any other value not specifically set forth herein. The charge will be sixty cents (\$.60) per \$100.00 of value declared over \$20,000.00 with a limit of \$500,000.00 valuation permissible. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused, or reconditioned parts added during the reconditioning processes.

The value of shipments involving **Documents, Records and Data Records**, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. As such, electronic records will be considered of no greater value than 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. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data. The value of 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, regardless of any face value or negotiable value. For example, in the case of paper documents the value shall be limited to the value of the paper. The foregoing shall apply regardless of declarations made or documentation on any shipment paperwork.

Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to FedEx Custom Critical, Inc. 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.

If through no fault of FedEx Custom Critical delivery cannot be accomplished on a straight-through, direct basis, FedEx Custom Critical liability for damage and/or loss to cargo is reduced to the extent the damage and/or loss is predicated upon and a result of FedEx Custom Critical's inability to make 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, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery 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.

DESCRIPTION OF COMMODITIES TO BE HANDLED

General Commodities, except commodities in bulk and Household Goods and those commodities injurious or contaminating to other lading. Classes A and B explosives, poisons, radioactive materials, tradeshow materials and those items which require special care-in-handling and/or special equipment or services shall be referred to Exclusive Use White Glove Services. FedEx Custom Critical reserves the right, at its sole discretion, to refuse to transport certain 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. Commodities that FedEx Custom Critical will not transport include, but are not limited to, fireworks, beer, wine and alcohol, hazardous waste, cash currency, cadavers and livestock.

DETENTION

- 1) When carrier's vehicles are delayed or detained at premises of consignor or consignee, or other places designated by consignor or consignee for loading or unloading, the following charges will be assessed which will be in addition to all other lawful transportation charges. "Type of Equipment" shall mean vehicle shown below or any vehicle of similar capacity (See Notes 1 and 2 below):

Type of Equipment Total "Free Time" Allowance Charge per each 15 minutes for Loading and or fraction thereof in Unloading Combined excess of "Free Time"

Mini Van	2 Hours	\$7.50
Econo-Type Van	2 Hours	\$7.50
Straight Truck (12 foot)	2 Hours	\$10.00
Straight Truck (20 Foot)	3 Hours	\$12.50
Tractor-Trailer Combination	4 Hours	\$15.00

Ten (10) hours maximum per calendar day.

- 2) Time per vehicle shall begin upon notification by driver to the responsible representative of the consignor or consignee that the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by driver of a signed bill of lading or delivery receipt.
- 3) 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.
- 4) When shipments are stopped for either partial loading or partial unloading service, or both, one hour free time for each stop will be added to the total "Free Time" allowed as specified in 1) above.

- 5) Carrier holds itself out as an expedited service. 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 by carrier. Saturdays, Sundays and/or Holidays are included in the application of this Item.

FORCE MAJEURE EVENTS

FedEx Custom Critical, Inc. shall have no liability for damage, loss, delay or any other failure to perform services under this tariff or agreements referencing and/or incorporating this tariff where such damage, loss, failure or delay in performance is wholly or partially due to an Act of God, War, Fire, Weather, Explosion, Riot, Civil Commotion, Act of Terrorism, Restriction by Government or other competent Authority, Strikes, Lock Outs, Failure of Suppliers or to any cause whatsoever beyond the direct and exclusive ability of FedEx Custom Critical to control.

FUEL SURCHARGE

Absent FedEx Custom Critical's written waiver, a fuel surcharge shall be applied. The calculated fuel cost is determined using the U.S. Department of Energy's Energy Information Administration U.S. National Average On-Highway diesel fuel price published each week. Shipments where all pickups, stop-offs, and deliveries involve a PADD V State (AK, AZ, CA, NV, OR, WA) shall use the weekly PADD V On-Highway diesel fuel price for calculations.

Adjustments, if any, in surcharges will be made effective for shipments picked up the calendar day following the calendar day of publication of each week's price. The surcharge shall be applied and utilize the criteria established herein regardless of whether shipments are entirely within the U.S., involve the U.S. and Canada, or entirely within Canada. Fuel surcharges will be applied to any/all mileage related charges, and should prices rise to \$4.049/gallon or above, FedEx Custom Critical, Inc. reserves the right to implement an extended surcharge. **See chart on Page 12.**

<u>Week Price / Gallon</u>	<u>Surcharge =</u>	<u>Week Price / Gallon</u>	<u>Surcharge =</u>		
Up to	\$1.099	0.0%	\$2.550 to \$2.599	15.5%	
\$1.100 to	\$1.149	1.0%	\$2.600 to	\$2.649	16.0%
\$1.150 to	\$1.199	1.5%	\$2.650 to	\$2.699	16.5%
\$1.200 to	\$1.249	2.0%	\$2.700 to	\$2.749	17.0%
\$1.250 to	\$1.299	2.5%	\$2.750 to	\$2.799	17.5%
\$1.300 to	\$1.349	3.0%	\$2.800 to	\$2.849	18.0%
\$1.350 to	\$1.399	3.5%	\$2.850 to	\$2.899	18.5%
\$1.400 to	\$1.449	4.0%	\$2.900 to	\$2.949	19.0%
\$1.450 to	\$1.499	4.5%	\$2.950 to	\$2.999	19.5%
\$1.500 to	\$1.549	5.0%	\$3.000 to	\$3.049	20.0%
\$1.550 to	\$1.599	5.5%	\$3.050 to	\$3.099	20.5%
\$1.600 to	\$1.649	6.0%	\$3.100 to	\$3.149	21.0%
\$1.650 to	\$1.699	6.5%	\$3.150 to	\$3.199	21.5%
\$1.700 to	\$1.749	7.0%	\$3.200 to	\$3.249	22.0%
\$1.750 to	\$1.799	7.5%	\$3.250 to	\$3.299	22.5%
\$1.800 to	\$1.849	8.0%	\$3.300 to	\$3.349	23.0%
\$1.850 to	\$1.899	8.5%	\$3.350 to	\$3.399	23.5%
\$1.900 to	\$1.949	9.0%	\$3.400 to	\$3.449	24.0%
\$1.950 to	\$1.999	9.5%	\$3.450 to	\$3.499	24.5%
\$2.000 to	\$2.049	10.0%	\$3.500 to	\$3.549	25.0%
\$2.050 to	\$2.099	10.5%	\$3.550 to	\$3.599	25.5%
\$2.100 to	\$2.149	11.0%	\$3.600 to	\$3.649	26.0%
\$2.150 to	\$2.199	11.5%	\$3.650 to	\$3.699	26.5%
\$2.200 to	\$2.249	12.0%	\$3.700 to	\$3.749	27.0%
\$2.250 to	\$2.299	12.5%	\$3.750 to	\$3.799	27.5%
\$2.300 to	\$2.349	13.0%	\$3.800 to	\$3.849	28.0%
\$2.350 to	\$2.399	13.5%	\$3.850 to	\$3.899	28.5%
\$2.400 to	\$2.449	14.0%	\$3.900 to	\$3.949	29.0%
\$2.450 to	\$2.499	14.5%	\$3.950 to	\$3.999	29.5%
\$2.500 to	\$2.549	15.0%	\$4.000 to	\$4.049	30.0%

GUARANTEE OF SERVICE

All standard service time quotations are good faith estimates and FedEx Custom Critical will use its commercially reasonable efforts to keep quoted service ETA's.

The Guarantee of Service shall be automatically suspended and no refund will be given for service failures resulting from Force Majeure type events or any circumstances beyond the direct and exclusive ability of FedEx Custom Critical to control, or service failures resulting from any act, inaction or omission of any party other than FedEx Custom Critical, that contributes to, causes, or triggers events that directly, indirectly or ultimately result in a delay or non-delivery. The Guarantee of Service shall also be suspended and no service guarantee shall be applied to any shipment, or portion of a shipment, which through no fault of FedEx Custom Critical requires or involves a re-delivery. Should the Guarantee of Service be suspended, there are no other remedies offered or implied for service failures.

When a service failure occurs solely as a direct result of the negligent acts or omissions of FedEx Custom Critical, the following shall apply:

If an initial delivery occurs more than (a) two (2) hours after the time agreed upon, a refund 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 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). Fees such as Fuel Surcharges, Declared Value (Released Value) charges, C.O.D. 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.

No automatic invoice adjustments will occur. In order to request any refund, the consignor or consignee must apply in writing for a refund within 30 days after the delivery of the shipment. All transportation charges must be paid in full before any claim relating to service performance will be processed or investigated. FedEx Custom Critical shall investigate and approve or decline the claim for a refund within 30 days of the receipt of the latter of a written request and payment in full. Should payment in full and/or written request be received after 30 days, no Guarantee of Service shall be offered. No deductions or offsets will be permitted with respect to transportation charges owed to FedEx Custom Critical.

FEDEX CUSTOM CRITICAL, INC. shall not be liable 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, INC. had knowledge that such damages might be incurred. This Guarantee of Service constitutes the sole and exclusive remedy for any service failure, delay in delivery or failure to deliver.

HAZARDOUS MATERIALS

Shipments which contain articles considered hazardous (See Note), will be subject to an additional charge of \$75.00 per shipment. Such charge shall be in addition to all other applicable charges.

NOTE: The bill of lading and shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to the carrier. Shipper must provide the carrier with the proper shipping names, hazardous class and the proper "UN" classification. 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, 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.

INSIDE PICKUP / DELIVERY

- 1) When requested by the consignor or consignee, or required, the carrier may move shipments or portions of shipments:
 - a. 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

- b. 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.
- 2) The charge for services as described above will be \$2.50 per 100 pounds, subject to a minimum charge of \$100.00 per pickup or delivery.

PACKAGING, MARKING AND PAPERWORK

The "shipper", not FedEx Custom Critical, Inc., is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications and all paperwork required for the safe and lawful transportation of its tendered cargo.

PAYMENT

Absent a written waiver by FedEx Custom Critical, Inc. or contractual specification to the contrary, all freight transportation and related charges are due and payable within thirty (30) days of delivery of shipment, or in the event of a cancelled move, within thirty (30) days of the date of the scheduled delivery.

PIER DELIVERIES

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%, subject to a \$100.00 minimum. Detention will be applied normally.

RETURN LOAD (ROUND-TRIP) SHIPMENTS - Other than rejected or damaged shipments

Where rates or discounts are based on return shipments in contracts or tariffs making reference to this tariff, the following provisions shall apply in addition to all other requirements:

- a) Shipments must be 400 miles or over (inclusive of any Return Load mileage) to qualify for any return load discount.
- b) Shipments which have a return leg which terminate at a point other than the origin must terminate within a 50-mile radius of the origin to receive the return status discount. Any additional mileage of this return leg in excess of mileage of the outbound leg will be assessed at the same per mile rate as the non-discounted outbound leg and added to the discounted back-haul charge without being discounted. In the case of a multi-leg run, the return (discounted) leg will be the last leg of the shipment and subject also to the 50-mile radius rule in order to receive a discount. Notification of a return load shipment must be given at the time the order is initially placed with and accepted by carrier in order to qualify for the discount.
- c) Return-leg shipments satisfying this item shall be transported for a charge equal to 50% of the applicable outbound standard per mile rate (See Note).

Note: No discount shall be applied to any mileage-based or other accessorial charges.

RETURN, REJECTED AND DAMAGED SHIPMENTS

On shipments or portions thereof which are returned (refused), rejected or damaged, carrier will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin and charges will be assessed at the mileage rates shown in carrier's applicable tariffs (in effect on the date of the return shipment) for the vehicle type used in the original outbound move with mileage calculated from delivery point to the point of original pickup. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

SORTING, SEGREGATING, STACKING

As requested or required, when carrier personnel perform services involving sorting, segregating and/or stacking of freight, the charge for such service shall be \$65.00 per hour or fraction thereof and subject to a minimum charge of four (4) hours. This charge is in addition to any applicable inside pickup / delivery fee, and is in addition to any other lawful transportation charges.

SPECIAL PERMITS OR FEES

Any fees paid to any Federal, State or Municipal Government or Canadian Authority, or any subdivision thereof for special permits as may be required in connection with such movement will be added at a cost plus 30% of such cost.

SPECIALIZED SERVICES AND/OR EQUIPMENT

Upon request, FedEx Custom Critical may provide the following services and/or equipment. Carrier will not be responsible to provide special and/or extra equipment or perform accessorial services if not specifically requested to do so prior to the tender of the shipment. If prior arrangements for specialized services and/or equipment are not made with the carrier, carrier reserves the right to refuse such shipment and the charges will apply. A customer may however, at their own risk, choose to unload the shipment and wait for the required equipment to be furnished. Requests for special equipment and/or services must be noted on all shipping orders, bills of lading, and/or electronic media. The following charges shall be in addition to all other lawful transportation and related charges.

- a) Pallet Jack will be provided at a charge of cost plus 30%, with a minimum of \$50.00.
- b) Decking will be provided at a cost based upon carriers "unit type" involved as follows:
"C" - \$20.00 "D" - \$40.00 "E" - \$80.00
- c) When liftgate equipment is requested or required for shipments tendered to, accepted by, and transported via carrier's Surface Expedite Exclusive Use service, such equipment will be furnished, wherever practicable, at the below fee:

<u>ONE-WAY MILEAGE</u>	<u>"SPECIALIZED EQUIPMENT" CHARGE</u>
0 - 300 Miles	\$ 50.00
301 and Over	\$ 100.00

STOP-OFF IN TRANSIT: LOADING / UNLOADING

- a) Shipments may be stopped in transit for the purpose of partial loading and/or unloading. One (1) hour additional free time will be given for each such in transit stop.
- b) The rate to be assessed shall be the rate applicable from point of origin to point of final destination (See Note).
- c) The initial pickup stop and the final delivery stop are not subject to stop-off charges. The charge shall be \$35.00 per stop.
- d) On shipments where the charges are collect or prepaid but not a combination of both, and shipper or consignee requests separate billing per stop-off, the carrier will divide the total applicable revenue of such shipment by the number of stops, and the result will be the charges for each billed stop.
- e) Broker/Customs stops shall not be subject to the \$35.00 stop-off fee identified in (c) above and will not be subject to any additional free-time.

NOTE: When rates are based on mileage, the rate to be applied shall be the rate applicable for the total mileage of the shipment calculated from the original point of origin to point of final destination via all stop-off points. Mileage shall be computed as provided above (see Computation of Mileage). When the carrier performs stop-off service involving two or more stops within the limits of the same city, town, compound, distribution center or plant, the applicable mileage between each such stop shall be 10 miles and shall be in addition to the charge provided in Paragraph (c) above.

TOLLS

In concert with mileage calculations using ALK Technologies, Inc.'s PC*MILER mileage calculation software, a companion tolls calculation software, ALK Technologies, Inc.'s FleetSuite Tolls, will be used to determine toll charges. Toll charges will be assessed in addition to any and all other lawful transportation and related charges and subject to the following:

- 1) Applies on tolls incurred in the continental United States only.
- 2) Applies on loaded miles from point of pickup through point of delivery.
- 3) Applies on chargeable pre-pickup and post-delivery vehicle relocation for all miles (no 100 mile exclusion) from closest Exclusive Use Service Location to point of pickup and/or from point of delivery to closest Exclusive Use Service Location.
- 4) Will not apply on Vehicle Furnished But Not Used shipments (Dry Runs).
- 6) Toll percentages applicable for each vehicle type:
- 7) Mini-Type Van and Econo-Type Van = 30% of that determined by ALK FleetSuite Tolls software.
Straight Trucks = 60% of that determined by ALK FleetSuite Tolls software.
Tractor, Tractor-Trailer and Flatbed = 100% of that determined by ALK FleetSuite Tolls software.

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, and subject to the below defined minimum charges as indicated below by vehicle type. This applies to orders booked via phone or any online order entry mechanism. Vehicle types and actual fees are defined below.
- (b) Fees described in (a) above shall also be assessed when no cancellation notice is actually provided to FedEx 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.

See chart on page 18

<u>UNIT</u>	<u>VEHICLE CLASSIFICATION</u>
A	Mini Van or vehicle of similar capacity.
B	Econo-Type Van or vehicle of similar capacity.
C	12-foot straight truck or vehicle of similar capacity.
D	20-foot straight truck or vehicle of similar capacity.
E	Tractor and tandem axle trailer enclosed trailer.

<u>UNIT</u>	<u>*MINIMUM CHARGE IN DOLLARS AND CENTS</u>	<u>UNIT</u>	<u>*MINIMUM CHARGE IN DOLLARS AND CENTS</u>
A	\$ 88.00	D	\$ 165.00
B	\$ 88.00	E	\$ 264.00
C	\$ 118.00		

VEHICLE RELOCATION CHARGES

With respect to services involving the above Vehicle Classifications, the following vehicle relocation charges and provisions of Paragraphs (a) through (e) will apply:

Pre Pickup

- a) No inbound to pickup relocation charge will be made if equipment is required to travel less than 100 miles to the point of pickup. Except as may be otherwise provided for herein, mileage shall be computed from the closest “Exclusive Use Service Location” where suitable power is based to the point of pickup by the shortest timed route (practical mileage). Such mileage shall be the applicable mileage ascertained by compilation of distances.
- b) For shipments involving temperature-control equipment or tractor-trailer combinations with a liftgate is requested or required, vehicle relocation charges per the below fee schedule will apply when the vehicle is required to travel in excess of 100 miles from its dispatched location to the point of pickup by the shortest timed route (practical mileage).
- c) From any point of origin to any point of pickup not shown in the guide referred to in Paragraph (a) or in (b) above, or when mileage is not shown in the guide between named points, the distance from or to the next more distant point that is shown shall apply. Pre Pickup vehicle relocation charges shall be in addition to any and all lawful equipment charges already in effect as follows:

FEE SCHEDULE FOR RELOCATION

UNIT:	A	B	C	D	E
RATES IN CENTS PER MILE:	60	60	80	80	100

VEHICLE USED TO TRANSPORT CUSTOMER TRAILER

All such moves are considered to be round-trip moves, even if the customer trailer is only transported one-way. As carrier is requested or required to provide power to transport a customer trailer, charges will be 150% of the applicable one-way mileage (outbound) rate.