

A&R LOGISTICS, INC.

STANDARD TERMS AND CONDITIONS

A&R Logistics, Inc. d/b/a A&R Global Logistics, an Illinois corporation, with its principal place of business at 600 N. Hurstbourne Parkway, Louisville, KY 40222 (“**A&R**”) is authorized as a property broker to arrange for the interstate transportation of property by motor carrier under MC-316077 from the Federal Motor Carrier Safety Administration (“**FMCSA**”), and further engages in the intrastate brokerage of property by motor carrier. These Standard Terms and Conditions (“**Terms and Conditions**”) apply to all arrangements entered between A&R and a third-party shipper (“**Shipper**”) for whom A&R provides property brokerage services. By tendering property for transportation by motor carriers arranged through A&R, Shipper agrees to be bound to the Terms and Conditions and agrees, in the absence of a separate written agreement between Shipper and A&R, the Terms and Conditions form a valid and binding contract between A&R and Shipper.

1. SCOPE OF TERMS AND CONDITIONS

1.1 Scope of Terms and Conditions. Shipper agrees to engage A&R to provide brokerage services and to tender property (“**Commodities**”) for transportation by motor carriers through A&R as an intermediary. A&R agrees to arrange for the intrastate and interstate transportation of Shipper’s Commodities through the selection of authorized motor carriers. Shipper agrees to delegate to A&R working control over each shipment of Commodities and to pay A&R as set forth in the Terms and Conditions, including the attached exhibits, and any Rate Quotation entered into between A&R and Shipper. Commodities arranged to be transported by A&R for Shipper, whether received directly from Shipper or from a third-party, will be governed by the Terms and Conditions.

1.2 Hazardous Materials Shipments.

- (a) Shipper will not tender to A&R any shipments of Commodities involving hazardous materials, dangerous goods, Class A or Class B explosives, poison gas, radioactive materials, solid waste, hazardous substances or restricted waste (including medical waste) as classified or regulated by any environmental law or regulation in effect now or in the future. Notwithstanding the foregoing, Shipper may tender to A&R certain Commodities which have been classified by the United States Department of Transportation as a “hazardous material” or “hazardous substance” (together, “**Hazardous Materials**”) provided: (i) Shipper has provided A&R with written notice at least 48 hours prior to tendering to A&R such Hazardous Materials; and (ii) A&R has agreed to accept such Hazardous Materials.
- (b) When tendering Hazardous Materials, Shipper will comply with all applicable laws, regulations and pre-transportation functions, including, but not limited to, classifying the Hazardous Materials, packaging, marking and labeling, preparing proper shipping papers, providing emergency response information, loading, blocking and bracing, placarding and certifying the Hazardous Material is in proper condition for transportation in conformity with all legal requirements.

1.3 Cross Border Shipments.

- (a) All brokerage services to be performed by A&R will involve shipments of Commodities originating and terminating within the 48 contiguous United States. Notwithstanding the foregoing, Shipper may tender to A&R shipments: (i) originating in the contiguous United States and destined for delivery points in Canada; (ii) originating in Canada and destined

for delivery points in the contiguous United States; (iii) originating in the contiguous United States and destined for delivery points in Mexico; or (iv) originating in Mexico and destined for delivery points in the contiguous United States (collectively, “**Cross Border Shipments**”) provided: (x) Shipper has provided A&R with written notice at least 48 hours prior to tendering a Cross Border Shipment; and (y) A&R has agreed to accept such Cross Border Shipment and perform brokerage services with respect to the Cross Border Shipment (“**Cross Border Services**”).

- (b) When performing Cross Border Services, A&R will arrange for a motor carrier to: (i) pick up from the origin location and carry all applicable manifests, bills of lading and other shipment receipts, commercial invoices, NAFTA certificates of origin and any other customs documentation (collectively, the “**Customs Documents**”) provided by Shipper for the shipment; (ii) at the port of crossing, present all Customs Documents to Shipper’s designated customs broker (“**Customs Broker**”) or to representatives of the U.S. Customs and Border Protection, Canada Border Services Agency (“**CBSA**”) or the Mexico Federal Government Ministry of Commerce and Industrial Development Department of Commerce (each, a “**Customs Authority**”), as applicable; and (iii) upon delivery to the consignee, surrender all Commodities and associated shipment documentation, including Customs Documents, to the consignee.
- (c) When requested by Shipper, Customs Broker or a Customs Authority, A&R will arrange for the motor carrier to unload and load Cross Border Shipments while in transit.
- (d) Any motor carrier arranged by A&R may utilize a substitute services provider or subcontractor to perform Cross Border Services.
- (e) In performing Cross Border Services, A&R will not make any payments or transfers of value which have the purpose or effect of government or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or other unlawful or improper means of obtaining business. A&R will not violate the United States Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, the applicable Mexican anti-bribery laws and regulations as well as other applicable anti-bribery laws, including applicable provisions of the criminal code. Without limiting the foregoing, A&R will not, directly or indirectly, pay, promise or offer to pay, or authorize the payment of any money or anything of value (such as gifts, cash/gift cards, contributions, travel or entertainment) to any person, agency or organization (including any government official, employee, agent or representative, any candidate for political office, any commercial party or any employee of Shipper or Shipper’s customers) for the purpose of: (i) obtaining, retaining or directing business; (ii) improperly influencing any act or decision; (iii) improperly inducing the recipient to act or refrain from acting in violation of a legal duty; (iv) securing any other improper advantage; or (v) with regard to any individual shipment, expediting or securing the performance of any routine government action.
- (f) If any sales, goods and service or harmonized sales tax is incurred by A&R with respect to the performance of Cross Border Services (collectively, “**Service Tax**”), A&R will: (i) separately itemize the Service Tax on invoices; and (ii) remit the Service Tax to the appropriate taxing authority in a timely fashion. A&R will promptly correct any invoice which fails to properly reflect an applicable Service Tax.

2. **BROKERAGE SERVICES**

- 2.1 **Property Broker Authority.** A&R will obtain at its expense a FMCSA license as a property broker to perform the brokerage services under the Terms and Conditions. A&R will provide to Shipper a copy of said authority upon request.
- 2.2 **Bills of Lading.** For each shipment tendered by Shipper, Shipper will prepare a properly completed uniform bill of lading to be issued and executed by a motor carrier arranged by A&R. The bill of lading will be signed by the motor carrier showing the kind, quantity and condition of the property received at the point of origin. In the event of any conflict between the terms and conditions of the bill of lading and the Terms and Conditions, the Terms and Conditions will govern.
- 2.3 **Non-Exclusive Dealing.** The Terms and Conditions do not grant A&R an exclusive right to perform the brokerage services for Shipper. A&R is free to perform services for other shippers and Shipper is free to tender freight for transportation to other property brokers or motor carriers.

3. **RATES, CHARGES AND PAYMENT**

- 3.1 **Rates and Charges.** In the event Shipper and A&R do not enter into a Rate Quotation (as defined in Section 3.2 below), Shipper will pay A&R at the rates agreed to orally or via electronic mail at or prior to the movement of the shipment. Shipper further agrees to pay A&R the applicable accessorial charges as set forth in the attached Exhibits A, B, C and D and the fuel surcharge as set forth in the attached Exhibit E, in each case in effect on the date of shipment as compensation for services to be performed under the Terms and Conditions. The accessorial charges and fuel surcharge set forth in the attached exhibits will apply to all brokerage services performed by A&R. From time to time, the accessorial charges or fuel surcharge may be revised by A&R and will be as set forth in the updated exhibits, a copy of which will be available at www.arglogistics.com.
- 3.2 **Rate Quotations.** Shipper will pay A&R at the rates and accessorial charges agreed to orally at or prior to the movement of the shipment. A&R will prepare a written confirmation of the rate and accessorial charges ("**Rate Quotation**"), and send it via electronic mail or facsimile to Shipper. Each such written Rate Quotation will be incorporated by reference and become a part of the Terms and Conditions, unless Shipper provides written notice of rejection of the Rate Quotation prior to A&R's dispatch of a motor carrier for the shipment. In the event a Rate Quotation does not set forth all applicable accessorial charges, the applicable accessorial charges set forth on Exhibits A, B, C and D attached hereto shall apply. When any shipment moves subject to a Rate Quotation, and Shipper pays such rates and accessorial charges without providing written notice of objection within ten days of receipt of the invoice, then Shipper will have waived its rights to later assert that the applicable rate or accessorial charge should have been different.
- 3.3 **Billing and Payment.**
- (a) A&R will invoice and collect all transportation and related charges from Shipper and remit monies due to the authorized motor carrier. Shipper agrees to pay A&R within 15 days after the date of A&R's invoice. Shipper will pay A&R the full amount due within said time period without any setoff or deduction of any kind. If Shipper disputes any portion of an invoice, Shipper will have the right to only withhold payment of the disputed portion and such dispute will be submitted in writing to A&R prior to the payment due date. Shipper will be subject to a late payment charge of one percent (1%) per month, or the highest legal contract rate permitted by law in the State where the applicable shipment originated, for all undisputed amounts over 15 days from the date of invoice.

- (b) Whenever the bill of lading or shipping document specifies that rates and charges will be paid by a person, firm or corporation other than Shipper, A&R agrees to render its invoice accordingly. However, Shipper will remain jointly and severally liable for any and all unpaid invoice amounts due to A&R. Notwithstanding the foregoing, A&R will not be precluded from collecting rates and charges from Shipper for such invoices if not timely paid.

4. **FREIGHT LOSS AND DAMAGE CLAIMS.**

- 4.1 **Freight Loss and Damage Claims.** A&R will provide reasonable assistance to Shipper in the administration of Shipper's claims for freight loss and damage to Commodities against the motor carrier arranged by A&R. All decisions regarding the filing or disposition of any freight loss and damage claim, including but not limited to, decisions regarding compromise, settlement and litigation of such claims, will be made by Shipper. A&R will provide Shipper with all information reasonably requested by Shipper and other information reasonably necessary for Shipper to make an informed decision about the handling and disposition of any such claim. If Shipper determines to litigate any aspect of any freight loss or damage claim against a motor carrier arranged by A&R, Shipper will pay all expenses incurred therewith. A&R is not be liable to Shipper for claims, including, but not limited to: (a) loss, damage or delay claims involving Commodities; or (b) bodily injury or property damage claims asserted by third parties against the motor carrier or Shipper.

5. **INSURANCE AND LIABILITIES.**

- 5.1 **Motor Carrier Insurance.** Unless otherwise requested by Shipper in writing to A&R prior to tender of a shipment, all motor carriers arranged by A&R will be required to maintain public liability, property damage and cargo liability insurance as required by applicable law. If Shipper requires that a motor carrier have excess cargo insurance, Shipper will advise A&R in writing that excess cargo insurance is required for a particular shipment, and the amount of such insurance, at least 48 hours in advance of tendering the shipment to A&R.
- 5.2 **A&R Insurance.** A&R will procure and maintain, at its own expense and for its own benefit, insurance coverages with policy limits no less than the following: (a) workers' compensation insurance in an amount not less than the statutory limits for each State(s) in which brokerage services are performed, including employer's liability insurance in an amount not less than \$1.0 million dollars; and (b) commercial general liability insurance in an amount not less than \$1.0 million per occurrence.
- 5.3 **Broker Surety Bond.** A&R will maintain a current surety bond (Form BMC 84) or trust fund agreement (Form BMC 85) on file with the FMCSA. A copy of A&R's security will be provided to Shipper upon request.
- 5.4 **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL A&R BE LIABLE TO SHIPPER FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, BUSINESS OPPORTUNITIES AND GOODWILL), PUNITIVE OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH ANY SERVICES PROVIDED SUBJECT TO THE TERMS AND CONDITIONS, THE PERFORMANCE OR OMISSION OF PERFORMANCE HEREOF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION.
- 5.5 **Indemnification.** Shipper agrees to indemnify, defend and hold harmless A&R from and against any loss, cost or expense that A&R may sustain or incur, and any and all claims or actions brought

by any person, firm, governmental body, or other entity against A&R, alleging or resulting from or arising from or in connection with: (a) Shipper's breach or default under any of the Terms and Conditions; or (b) any third-party claim to the extent arising out of any fraud, criminal activity, willful or intentional misconduct, negligence, breach of contract or violation of law by Shipper.

6. **RELATIONSHIP OF PARTIES**

6.1 **Relationship of Parties.** It is mutually agreed and understood that A&R and Shipper are entering into a relationship as an independent contractor of one another. Neither A&R nor any personnel engaged by A&R to perform services will be considered as employees or agents of Shipper at any time or for any purpose whatsoever. Nothing contained in the Terms and Conditions will be deemed to constitute a relationship of agency, joint venture, partnership or any relationship other than that of an independent contractor. Shipper has no control whatsoever over the means or manner of performance of A&R's obligations hereunder.

7. **DEFAULT AND REMEDIES**

7.1 **Default.** Any one of the following will constitute an event of default under the Terms and Conditions:

- (a) A party's failure to pay when due any payment required to be made under the Terms and Conditions or any Rate Quotation;
- (b) A party's failure to perform, keep or observe any material term or condition contained in the Terms and Conditions;
- (c) Any inaccurate representation or warranty made by or on behalf of a party in or pursuant to the provisions of the Terms and Conditions; or
- (d) A party becoming insolvent, or making a transfer in fraud of creditors, or filing a petition in bankruptcy, or has an involuntary bankruptcy petition filed against it, or making an assignment for the benefit of creditors or has a proceeding filed against it seeking to appoint a receiver, or admits in writing an inability to pay, or generally fails to pay, its debts as they become due.

7.2 **Remedies.**

- (a) After the occurrence of any event of default, and following five days' written notice to the breaching party, the non-breaching party will be entitled to pursue any and all rights and remedies otherwise available by law or in equity against the breaching party.
- (b) If either party institutes any action or proceeding based upon or arising out of the Terms and Conditions, the prevailing party in any such action or proceeding, whether or not such proceeding proceeds to final judgment or determination, will be entitled to receive from the non-prevailing party as a cost of suit, and not as damages, all costs and expenses of prosecuting or defending the action or proceeding, including reasonable attorneys' fees and expenses.

7.3 **No Liens.** A&R will have no lien, and hereby waives and releases any right to any lien, security interest or other encumbrance, whether statutory or otherwise, upon any shipment of Commodities tendered by Shipper.

7.4 Limitations. Any action at law or in equity (including, but not limited to, bankruptcy) by A&R to recover undercharges or brokerage charges alleged to be due by Shipper will be commenced not more than 12 months after the date of shipment with respect to which such rates and charges are claimed. Any action at law or in equity by Shipper to recover overcharges alleged to be due by A&R will be commenced not more than 12 months after the claim accrues. To the extent permitted by law, the expiration of such 12 month period will be a complete and absolute defense to any such action, without regard to any mitigating or extenuating circumstances or excuse whatsoever. The provisions of this section will survive the termination or expiration of the Rate Quotation.

8. MISCELLANEOUS

8.1 Compliance With Laws. Shipper agrees to comply with all applicable federal, state and local laws, ordinances and regulations relating to these Terms and Conditions. Shipper is responsible to ensure its Commodities intended for transportation are properly marked or labeled in accordance with all applicable laws and regulations. For purposes of arranging motor carrier transportation services, the parties agree A&R is and at all times will be operating as a “property broker” as defined in 49 U.S.C. § 13102(2), and not as a “motor carrier” or a “freight forwarder.” A&R will arrange for the surface transportation and delivery of Shipper’s Commodities pursuant to contracts between A&R and certain motor carriers.

8.2 Amendment and Waiver. A&R may in its sole discretion amend the Terms and Conditions, including the attached exhibits, at any time by posting updated Terms and Conditions at www.arglogistics.com. No provision of the Terms and Conditions will be waived by A&R except by a writing signed by a duly authorized representative. A&R’s failure, in any instance, to enforce or insist upon Shipper’s performance or compliance of any of the terms, covenants or conditions of the Terms and Conditions or to exercise any right or privilege herein, or the written waiver by any breach of any of the terms, covenants or conditions of the Terms and Conditions, will not be construed as thereafter waiving any such term, covenant, condition, right or privilege, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8.3 Notices. All notices and other communications required or permitted to be given hereunder, or which are given with respect to the Terms and Conditions, will be in writing and will be delivered in person or sent by United States certified mail (return receipt requested), postage prepaid and addressed to: (i) Shipper at the address of record of Shipper; and (ii) A&R at the address set forth as follows:

A&R Logistics, Inc. d/b/a A&R Global Logistics
Attn: President
600 N. Hurstbourne Parkway
Louisville, KY 40222

Any such notice or other communication is effective upon receipt by A&R or Shipper, as applicable.

8.4 Waiver of Jury Trial. Shipper and A&R irrevocably waive, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to the Terms and Conditions or any property brokerage services provided hereunder.

8.5 Survival of Certain Provisions. Any duty or obligation which has been incurred under the Terms and Conditions and which has not been fully observed, performed or discharged, and any right which has been created under the Terms and Conditions and which has not been fully enjoyed,

enforced or satisfied, will survive until such duty or obligation has been fully observed, performed or discharged and such right has been fully enjoyed, enforced, or satisfied.

8.6 Severability. The Terms and Conditions will at all times be in compliance with federal and state laws, rules and regulations applicable to the provision of property broker transportation services. In the event any term, condition or provision of the Terms and Conditions, or the application thereof to any person or circumstance will, to any extent, be declared to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality will not affect the remaining provisions of the Terms and Conditions, and the Terms and Conditions and all the terms, provisions and conditions hereof will, in all other respects, continue to be effective.

8.7 Governing Law and Venue. The Terms and Conditions will be governed by and construed in accordance with the laws of the State of Illinois, unless superseded by applicable federal laws and regulations. It is mutually agreed that either A&R or Shipper will exercise any right or remedy under the Terms and Conditions in the State of Illinois, County of Kane, or the United States District Court for the Northern District of Illinois.

Exhibit A

Drayage Accessorial Fees

Drayage Accessorial Fee	Rate
<p>Detention: All shipments are allotted a specified number of hours free time for pick up and unloading while the motor carrier waits. Detention time applies to wait time at terminal (time starts when the motor carrier arrives in line), or at the consignee, and applies to all loaded or empty container movements. Detention will be billed per hour in 15-minute increments, rounded down.</p> <p>Single stop live unload appointments: Local: <100 miles Detention starts after one hour Regional: >100 miles Detention starts after two hours</p> <p>Multi-stop appointments: Detention starts after 30 minutes at each stop.</p>	\$85.00 per hour after one hour free load, unload or requested stop
<p>Pre-Pull: This fee applies when, at the request of Shipper, the motor carrier picks up a container from terminal without delivering straight through to the consignee, in order to accommodate a later delivery date/time to the consignee. A flat fee will be assessed for the service, including first night of storage.</p>	\$125.00
<p>Drop Container: This fee applies when an empty or loaded container must be dropped due to Shipper or its consignee not being able to live load or unload.</p>	\$125.00
<p>Bobtail Fee: This fee applies when, during a drop and hook move, an empty container is not available at the consignee and the motor carrier must bobtail back at a later time to retrieve the empty container. This fee also applies when at the request of Shipper, the motor carrier bobtails into the consignee to terminate an empty container.</p>	\$150.00
<p>Chassis Rental: All drayage where the chassis pool provider charges for chassis usage will have a rental fee billed per day, unless Shipper has a chassis contract clause with the steamship line (“SSL”) provided at time of the addition of a new lane.</p>	\$35.00
<p>Split Chassis: Any chassis that must be picked up, or returned to, a terminal different from the container will be billed at a flat rate.</p>	\$125.00
<p>Dry Run Fee: A dry run fee will apply when an empty or loaded container is not available for pick up at the terminal, or when the motor carrier is not able to deliver or pick up a container at the consignee, due to an issue at the terminal or consignee and the motor carrier is not at fault.</p>	\$280.00 or actual cost, whichever is higher
<p>Stop Off Fee: Any stop for partial unloading/loading and exams (exams: CET, MET, Fumigation, FDA, etc.) will be billed per stop. Any changes to the delivery location not communicated to A&R prior to pick up will be billed as an additional stop off charge. Additional stops that are not in the original route will also be billed at an additional cost.</p>	\$125.00
<p>Storage Fee: Loaded or empty container storage is a flat fee per day after 24 hours, billed in one day increments by calendar day.</p>	\$50.00

Demurrage Fee: A&R will attempt to pick up containers in a timely manner by the last free day to avoid demurrage charges. A&R will not be liable for any demurrage fees due to terminal issues that prevent containers from being picked up by the last free day. Demurrage charges due to terminal issues beyond A&R's control will be handled on a time to time basis; the charges will be advanced then rebilled to Shipper with an administrative fee of 10%.	Per daily rail and/or SSL line charges
Per Diem Fee: A&R will attempt to terminate empties within 48 hours of notification (not including Sunday). A&R will not be liable for any per diem charges due to terminal issues. Per diem charges due to terminal issues beyond A&R's control will be handled on a time to time basis; the charges will be advanced then rebilled to Shipper with an administrative fee of 10%.	Per daily SSL line charges
Pier Pass Fees: Any pier pass fee that Shipper requests A&R to advance will be billed at cost plus an administrative fee of 10%.	At cost plus 10%
Overweight Permits	Actual cost
Overweight Containers: Shipper will not knowingly ship gross vehicle weight in excess of applicable law. A&R shall not be responsible for any charges, fines, citations, or other liabilities as a result of hauling loads in violation of weight regulations. Any overweight citation or fine is chargeable to Shipper at cost plus an administrative fee of 15%.	At cost of violation plus 15%
Tri-Axle Chassis: This fee applies when A&R is required to use tri-axle equipment to move a 20- foot container in excess of 37,000 pounds, cargo weight. Axle weights must be legal according to applicable state bridge laws.	\$75.00 per day – two days minimum
Terminal Fees and Surcharges: This fee applies when A&R is required to pick up the container from a terminal where surcharges, including but not limited to tolls and gate fees, apply.	At cost plus 10%
Empty Termination: Terminating empty or bad ordered equipment to the ramp.	Per SSL charges
Out of Route Miles: When requested or required by Shipper or motor carrier.	Actual cost
Scale Charge: Utilized when required to scale light or heavy per operations' request offsite.	\$35.00 plus cost of scale ticket per occurrence
Ramp/Terminal Congestion: Ramp or terminal congestion.	At cost per container
Port Fees: Any cost associated with ports (i.e. piers passes or customs costs, etc.).	At cost per container
Lift or Flip Charge: Bad ordered box or chassis requiring a flip.	At cost per container
Hazardous Materials: Premium for the transportation of Hazardous Materials loads.	\$125.00
Layover Charge: Fee applies if driver has to layover for an on-time pick up or delivery or due to loading/unloading time.	\$250.00
Driver Count: Fee applies if driver is required to do a piece count.	\$75.00
Driver Assist: Fee applies if driver is required to assist with loading/unloading, restacking or repalletizing.	Actual cost

Lumper Charge	Actual cost
Cleaning Charge: Cleaning out refused product, dunnage or container washout.	Actual cost
Specialized Equipment: Usage of aluminum chassis, drop axle trucks, super chassis, etc.	Actual cost
Outside of Normal Business Hours: Additional charge to accommodate weekend, night or holiday appointments.	Actual cost
Rail Storage: Shipper clears rail storage costs that aren't caused by A&R.	Actual cost
Miscellaneous charges: Fumigation, chains, etc.	Actual cost
Tolls	Actual cost
Border Crossing	Actual cost

Container Notifications: Container notifications (loaded or empty) must be submitted to A&R via electronic mail. A&R will attempt to pick up the container within two business days from the time of notification. Container and chassis will then be terminated to the applicable port terminal consistent with the business schedule of the facility. A&R will not be liable for any per diem or chassis rental charges up to two days of notification.

Exhibit B

Dry Bulk Accessorial Fees

Dry Bulk Accessorial Fee	Rate
Deadhead/Empty Miles: Calculated from the nearest terminal and applies when excessive empty miles are incurred on any trip.	\$2.25 per mile
Minimum Linehaul Charge	\$725.00
Extraneous Miles: Loaded rate per mile plus fuel surcharge for out of route miles driven.	\$3.85 per mile
Detention: Fee commences after two hours free load, unload, or requested stop.	\$100.00 per hour
Conversion Wash: Additional fee applies for more intensive or specialty washes.	\$250.00
Border Crossing (Mexico): Fee includes two hours free time for crossing.	\$400.00
Border Crossing (Canada): Fee includes two hours free time for crossing.	\$300.00
Tolls: Actual pass through of cost based on PC Miler Practical Routing.	Actual cost
Scale Fee Charge: Loaded rate per mile plus fuel surcharge if scale is out of route.	\$35.00
Advanced Loading: Fee applies when done at Shipper's request and vehicle is held.	\$375.00
Spotting Charge: Flat charge plus \$2.13 per mile plus fuel surcharge.	\$100.00 plus \$2.13 per mile
Trailer Detention/Storage: Applies to layovers lasting more than 24 hours.	\$375.00 per day
Reconsignment/Diversion: Fee charged per occurrence plus \$3.85 per loaded mileage rate for extraneous miles plus fuel surcharge.	\$100.00 plus \$3.85 per loaded mileage rate
Return Undelivered Shipment: \$3.85 per loaded mileage rate for return to nearest A&R terminal plus fuel surcharge.	\$100.00 plus \$3.85 per loaded mileage rate
Same Day/Expedited Loads: Surcharge for late same day loads received after 12:00PM to pick up/deliver same day.	\$150.00
Split Delivery: Fee is charged in addition to original rate.	\$125.00
Team Driver Service: Fee is charged at \$0.42 per mile in addition to original rate.	\$0.42 per mile
Trailer Ordered Cancellation Fee: Fee applies if trailer ordered is canceled after 12:00 PM or after dispatch is completed.	\$375.00
Extra Hose: Fee applies for hose over 40 feet.	\$50.00 per each additional 20 feet
Service Truck for Hose: Fee applies if a service truck is required to deliver extra hose on site.	\$75.00 per hour

Layover Charge: Single man operation 5:00 PM – 8:00 AM (local time).	\$300.00 per day
Interplant (Vac Charge Services): Four hour minimum plus deadhead mileage charge.	\$225.00 per hour plus deadhead mileage – four hour minimum
Saturday Service: Additional linehaul charge.	\$175.00
Sunday/Holiday Service: Additional linehaul charge.	\$225.00
Extra Man Labor: Fee applies if extra man labor is required. Three hour minimum.	\$85.00 per hour – three hour minimum

Exhibit C

Liquid Bulk Accessorial Fees

Liquid Bulk Accessorial Fee	Rate
Air Compressor or Pump	\$75.00
Canadian Border Cross	\$150.00
Detention	\$100.00 per Hour
Extra Hose	\$30.00 per each additional 20 feet
Heel	Actual cost
In-transit Heat	\$175.00
Layover: Overnight with Detention time from 8:00 AM to 5:00 PM daily (local time).	\$350.00
Layover: Weekend with Detention time from 8:00 AM to 5:00 PM daily (local time).	\$900.00
TONU	\$400.00
Reconsignment	\$150.00 per stop plus \$2.00 per out of route mile
Load Rejected	75% of original linehaul plus applicable detention
Scale	\$75.00 per occurrence
Preload Charge: Applies to all shipments loaded one day in advance of next day deliveries to destination within 300 miles.	\$300.00
Steam	Actual cost
Standard Wash	\$250.00
Tolls	Actual cost
Trailer Drop	\$2.00 per mile plus fuel surcharge
Trailer Storage	\$200.00 per day

Exhibit D

Dry Van Accessorial Fees

Dry Van Accessorial Fee	Rate
Border Crossing	Actual cost
Change Order Fee: Fee applies to change orders received by A&R within 24 hours or less from pick up.	\$25.00 per occurrence
Detention: Fee applies after two hours Free Time loading/unloading. Maximum detention charge is \$450.00.	\$85.00 per hour – maximum of \$450.00
Driver Assist	Actual cost
Drop Trailer	\$125.00
Guaranteed Delivery	Evaluated on a per shipment/event basis
Hazardous Materials	Evaluated on a per shipment/event basis
Holiday Pick Up/Delivery: Fee applies for all national holidays.	\$250.00
Layover	\$350.00
Lift Gate	\$150.00 per location
Reconsignment In Transit Charge	\$150.00 plus \$3.85 per mile for out of route miles
Redelivery	Evaluated on per event basis
Stop	\$125.00 per event
Truck Ordered/Not Used	\$250.00
Trailer Storage	\$350.00 per day

Exhibit E

Fuel Surcharge

Supplier's applicable linehaul rates for all shipments are subject to a fuel surcharge based on A&R's national average price of diesel fuel (in dollars per gallon) as calculated from the U.S. Energy Information Administration. Applicable percentage will be applied according to the table below:

Fuel Price Index			Surcharge (% of Linehaul)
2.21	-	2.259	0.164
2.26	-	2.309	0.171
2.31	-	2.359	0.177
2.36	-	2.409	0.184
2.41	-	2.459	0.191
2.46	-	2.509	0.198
2.51	-	2.559	0.204
2.56	-	2.609	0.211
2.61	-	2.659	0.218
2.66	-	2.709	0.224
2.71	-	2.759	0.231
2.76	-	2.809	0.238
2.81	-	2.859	0.244
2.86	-	2.909	0.251
2.91	-	2.959	0.258
2.96	-	3.009	0.265
3.01	-	3.059	0.271
3.06	-	3.109	0.278
3.11	-	3.159	0.285
3.16	-	3.209	0.291
3.21	-	3.259	0.298
3.26	-	3.309	0.305
3.31	-	3.359	0.311
3.36	-	3.409	0.318
3.41	-	3.459	0.325
3.46	-	3.509	0.332
3.51	-	3.559	0.338
3.56	-	3.609	0.345
3.61	-	3.659	0.352
3.66	-	3.709	0.358
3.71	-	3.759	0.365
3.76	-	3.809	0.372
3.81	-	3.859	0.378
3.86	-	3.909	0.385
3.91	-	3.959	0.392
3.96	-	4.009	0.399
4.01	-	4.059	0.405
4.06	-	4.109	0.412
4.11	-	4.159	0.419

THE FUEL SURCHARGE WILL INCREASE BY 0.67% FOR EACH \$0.05/GAL INCREASE IN INDEX PRICE ABOVE \$4.159/GAL OR BELOW \$2.21/GAL.

The fuel surcharge will be adjusted weekly to reflect changes in the U.S. Energy Information Administration as explained above, and the adjusted fuel surcharge will be applied to Shipper's rates on the Wednesday after the posting.

Shipments originating in the New England and Central Atlantic states as determined by the DOE PADD system as well as the state of California will be subject to the average daily fuel prices for those areas when calculating the fuel surcharge percentage.