



RULES TARIFF FOR DRAYAGE CARRIER SERVICES

July 19, 2023

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INTRODUCTION

Application of Tariff; Conflicts with Agreements:

This Rules Tariff applies to all shipments tendered for transportation by STG Drayage, LLC, a licensed motor carrier (referred to in this Tariff as "Carrier" or "we" or "us" or "our" or "STG"). In the event of any direct inconsistency between the terms and conditions set forth in this Tariff and in a written agreement signed by our authorized representative, the terms and conditions in the written agreement will prevail. If the terms of the written agreement and the terms of this Tariff are not inconsistent (for instance, the written agreement does not address an issue addressed by the provisions of this Tariff), the terms of this Tariff shall apply in addition to the terms in the written agreement.

Changes to this Tariff:

This Tariff may be changed from time to time without notice, although we will generally endeavor to provide 30 days prior notice of any change. Customers are advised that the terms, conditions, limitations and charges set forth in this Tariff in effect on the shipment tender date shall apply. The current version of this Tariff may be obtained from our website at www.stgusa.com.

Terminology:

As used in this Tariff, "Customer" refers to the person or entity contracting to engage our services with respect to a shipment as well as any other person or entity having an interest in the cargo, including the shipper, consignee, consignor, any third party logistics provider, ocean carrier, transportation broker, intermodal marketing company, and the beneficial owner. "UFC" refers to the Uniform Freight Classification.

EFFECTIVE DATE

July 19, 2023. This Rules Tariff supersedes all prior tariffs issued previously by us.

LINE-HAUL RATES AND PAYMENT

Application of Rates:

Intermodal trucking line-haul charges generally represent standard rates for round-trip (load empty) TOFC/COFC moves on FAK stay-with loads. Charges for miscellaneous services, often called accessorial, are not included in our line-haul rates. All additional charges are the responsibility of Customer paying the line-haul charges. To be valid and enforceable, an authorized Carrier representative must confirm, in writing, any mutually agreed upon exceptions to the terms, conditions, accessorial or other charges described in this Tariff

Payment Terms:

No COD. All invoices are due and payable within twenty-one (21) days. A finance and collection charge of 5% will be added to any invoices not paid within twenty-one (21) days after the invoice date. An additional fee equal to the greater of (1) one-third of total amount due or (2) the actual costs incurred will be added to any invoices that must be turned over to a collection agency, attorney, or other outside party for recovery.

No Offsets:

THE REDUCTION OR OFFSET OF AMOUNTS DUE TO CARRIER FOR CARGO CLAIMS, *PER DIEM* EQUIPMENT, STORAGE OR OTHER CHARGES, INVOICE DISPUTES OR ANY OTHER AMOUNT ALLEGED TO BE DUE FROM CARRIER IS NOT PERMITTED UNLESS AUTHORIZED IN WRITING BY CARRIER BEFORE SUCH OFFSET OR REDUCTION IS MADE.

Intermediaries:

Freight forwarders, intermodal marketing companies, property brokers, third-party logistics companies, and other intermediaries are considered to be agents of the beneficial owner of cargo transported. Carrier may bill such intermediaries as a convenience to the shipper but will retain recourse to the shipper and/or consignee for nonpayment of fees. Any intermediary that bills or collects on behalf of a third party freight charges that are due to Carrier shall receive such payment in constructive trust to the extent such charges are due and owed to Carrier.

Fuel Surcharge:

Our line-haul rates are subject to a fuel surcharge. The fuel surcharge matrix (see thumbnail below) is based on the DOE's National Average Diesel Fuel Index by PADD published by the Energy Information Administration every Monday. The index is available on the internet at www.eia.doe.gov. Revisions to this surcharge will occur the day after the DOE posts its weekly fuel index. The fuel surcharge is billed on the ship date.

The same formula will be used for prices above \$7.049.

PADD 1:	East Coast	Newark
PADD 1A:	New England	Chambersburg, Worcester, Rochester
PADD 1B:	Central Atlantic	Baltimore, Norfolk

PADD 1C:	Lower Atlantic	Atlanta, Jacksonville, Charleston, Charlotte, Greer, Dalton, Savannah, Wilmington, Memphis, Nashville, Mobile
PADD 2:	Midwest	Indianapolis, Detroit, Chicago, Cleveland, Columbus, Louisville
PADD 3:	Gulf Coast	El Paso, Laredo, Dallas, Houston, New Orleans, San Antonio, Freeport
PADD 4:	Rocky Mountain	Colorado, Idaho, Montana, Utah, Wyoming
PADD 5:	West Coast	Oakland, Portland, Seattle/Tacoma
PADD 5CAL:	Southern California	Long Beach, Los Angeles, Lathrop, San Diego

Special Rate Quotations:

A special rate quotation (“SPQ”) is required to evidence any special line-haul rates that we may issue due to volume, special services, special equipment or origins or destinations not covered by existing rates. If an SPQ is needed, please contact STG at stgidrayagepricing@stgusa.com. If an SPQ applies to a shipment, the SPQ number must be stated on the prenote.

Overcharges and Undercharges:

Customer should promptly notify us of any invoice disputes. Under federal law, if we allege undercharges or Customer alleges overcharges, duplicate payment, overcollection or other invoice disputes, we and Customer each must give notice of such claims or unidentified payments within 180 days of receipt of the invoice or payment declination and must file a civil action or arbitration proceeding within eighteen (18) months of delivery or tender of delivery of the shipments involved. The processing, investigation and disposition of overcharge, unidentified payment, duplicate payment, or overcollection claims shall be governed by federal regulations 49 C.F.R. Part 378 (or any successor regulation).

Mileage:

All mileage will be calculated using PC Miler, practical route, current version in effect at the time of shipment.

SHIPPING INSTRUCTIONS

Prenote:

All prenotes must state the line-haul rate and fuel surcharge to be considered valid. Customer must submit notification by 3:00 pm, local time, the day before the shipment is expected to be picked up or delivered. Any accessorial services requested (such as driver load, unload, count, stop-offs) and any pre-approved miscellaneous charges that differ from those in this Tariff should be stated on the prenote. Prenotes may be provided to us by e-mail, facsimile, electronic data interchange or other mutually agreed-upon means. We reserve the right to decline any shipment for any reason.

Commodity Descriptions:

With heightened focus on transportation security, Customers must provide more detailed and accurate descriptions of commodities. Descriptions such as "FAK (Freight All Kinds)," "SLAC (Customer Load and Count)," chemicals, household goods, sporting goods and consolidated cargo are no longer acceptable. Those descriptions are too vague and do not specifically describe a commodity. Customer should avoid use of vague catchall phrases and industry jargon. An example of an improved description may be "golf clubs" and "golf balls" instead of "sporting goods"; or "television sets" instead of "electronics." Failing to provide accurate and detailed descriptions may result in transportation delays, additional accessorial and related costs and other adverse consequences.

Substituted Service:

For its operating convenience, STG reserves the right to hire other qualified carriers as subcontractors to provide all or part of a given movement. STG agrees to perform the services at the applicable Customer rates when substituted services are provided and will cause the substituted carrier to comply with all terms, conditions, duties and obligations owed to the shipper under this Rules Tariff or any applicable bill of lading and/or Customer contract.

COMMODITY RESTRICTIONS AND REQUIREMENTS

Hazardous Materials:

Any container or trailer loaded with materials deemed to be hazardous requires the services of a driver with special hazardous materials endorsements. Customer must comply with applicable federal regulations, including

49 C.F.R. Parts 100 to 185, when tendering hazardous materials. Among other requirements, Customer must provide a legible bill of lading with proper hazardous materials information, including the shipper's certificate containing all required information such as the emergency response number and information, and must affix any required placards before or at the time that the shipment is tendered to us for transportation. The additional charge for handling containers/trailers containing hazardous materials is \$125.00 plus out-of-route mileage.

Failure to disclose the presence of hazardous materials or to comply with these requirements will relieve us of any liability for loss or damage directly or indirectly caused to or by the hazardous materials. Any hazardous materials found to have been misdeclared may be warehoused at Customer's risk and expense or destroyed without compensation. In addition to all other charges that may apply to that shipment and without limiting other remedies available to us, we may assess an administrative charge, as liquidated damages not as a penalty, of (a) \$2,000 for any shipment of hazardous materials that is not declared as containing hazardous materials or (b) \$500 if declared as containing hazardous materials but not shipped, placarded and documented as required by applicable regulations.

Restricted and Prohibited Commodities:

The rail transportation providers prohibit and restrict the transportation of certain commodities through their rail networks. We generally do not accept shipments containing commodities prohibited by the rail transportation providers and require an SPQ for any commodities restricted by the rail transportation providers. In addition to commodities restricted or prohibited by the rail transportation providers, we do not accept shipments containing the following commodities (and our rates cannot be used for such commodities) and Customer agrees not to tender any of the following commodities for transportation by us: (1) animals, fish, or fowl, trophies, stuffed or mounted or research cadavers; (2) asbestos products as described in item 6400 of UFC; (3) asbestos insulation as described in items 53170, 53210, and 53350 of UFC; (4) asbestos, scrap as described in item 6600 of UFC; (6) blown aluminum scrap pieces; (7) carbon black; (8) cigar, cigarettes, snuff and manufactured tobacco products; (8) coal or coke; (9) explosives as described in Classes A and B in Tariff BOE 6000 Series; (10) green, green salted, pickled or dry hides, pelts or skins (not dressed or tanned only); (11) hazardous waste; (12) iron oxide slurry residue for extraction of iron; (12) lime sludge or waste; (13) liquid corrosive materials, in excess of 25% of total weight; (14) livestock; (15) metal coils (unless the coils range from 1/8 inch to 1.0 inch in width and are reeled in a package, packaged in cardboard or paper with each reel not weighing more than 250 pounds); (16) missiles, rockets, guided; guidance systems or electronic guidance control apparatus; or mobile missile guidance control systems, missile or launching apparatus and related equipment; (17) motor vehicles, freight or passenger, or combination of freight and passenger; (18) radioactive materials (as described in Item UFC 6000-A); (19) sodium compounds (as covered by STCC 28-123 of STCC Tariff 6001-K); (20) scrap engine parts; and (21) steamrollers or other heavy road equipment.

MISCELLANEOUS AND ACCESSORIAL CHARGES

Type of Service	STG Standard Charges and Fees	STG General Description of Circumstances When Charge is Assessed
Bobtail	Linehaul rate + FSC	Applies to retrieving empties and terminating
Chains & Binders	\$100	Used when (1) hauling bundles of chassis and (2) applying chains to tires

Chassis Fee	\$40/day (\$45/day West Coast and \$75/day WCCP)	Charge for use of chassis on a per day basis
Chassis Splits	\$85 - \$200 per occurrence (varies by market)	Container is taken to/from one location for termination and chassis has to be returned to/from another (some exceptions may apply, check with Terminal Managers for specifics)
Congestion Surcharge	\$100 - \$400/shipment (varies by market)	Charge due to port congestion (some exceptions may apply; check with Terminal Manager)
Per Diem and Demurrage Processing Fee	Administrative Fee of 15% for Per Diem/Demurrage or \$100 service charge (whichever is greater)	If customer chooses for STG to be invoiced for per diem and demurrage, a 15% or \$100 Administrative Fee will be added to invoices for all rebilled and disputed Per Diem and Demurrage charges, to be calculated as 15% of the total invoice amount or \$100, whichever is greater.
Driver Detention	\$100 per hour after free time	<u>Customer Facilities:</u> Live load/unload, 1 hour free. Free time begins when container/trailer is available for loading or unloading and ends when the container/trailer is released after loading or unloading. If appointment is first-come, first-served, free time begins when the trailer/container arrives at customer's facility, or when the facility opens for business, whichever is later. <u>Rail or marine terminals/yards:</u> 30 minutes free. For marine pick-ups/deliveries, free time begins when the power unit arrives at the harbor terminal and ends when the power unit exits the harbor terminal.
Driver Layover	Weekday: \$250 Weekend: \$475	Driver is required to layover at the point of loading or unloading
Driver Wash-out	\$150	Driver to wash out or clean out the container due to consignee not adequately making the container reusable for the next customer to load. Does not include "steam cleaning."
Equipment Ordered Not Used	100% of drayage rate	No charge will apply to loads canceled twenty-four (24) hours prior to scheduled trip. This charge also applies to Dry Runs.
Excess Mileage Route	\$2 per mile	When the practical route is closed due to construction, road closure, weather or similar conditions.

Expedited Delivery	\$75 for local \$175 OTR (over 100 miles one way)	Applies when delivery is requested within 12 hours of receipt of delivery order.
Flip	\$50 + terminal operator charge	Applies when Container must be flipped from one Chassis to another.
Hazmat Fee or Tanker Endorsement	\$150 per shipment	Hazardous shipment or Tanker Shipments (\$150 applies to each)
Lumper	Lumper charge + \$25	Additional help hired to load/unload trailer/container (driver detention may also apply)
No Rail Billing	\$60/hour	Waiting time for rail billing to be received by the railroad (billed in 15-minute increments)
Overloads	\$100 plus cost of fine	When citation received for overloading container improperly or over allowable gross weight without a permit when not advised it will be overweight.
Overweight or Liquor Permit	\$125 (except Illinois—\$300)	Load exceeds D.O.T. vehicle weight limits by axle, by gross weight, or both.
Pier Pass & Gate Fee	Cost + \$25 Administrative Fee	
Pre-pull	\$150 SEA—\$226 Norfolk/Portsmouth—\$206 Newark \$150 minimum	Draying container from port to container yard
Redelivery/Dry Run	100% of dray rate plus Storage and Per Diem Fees	Shipment tendered for delivery and delivery cannot be completed through no fault of carrier (charge applies to each redelivery attempt).
Reefer Fee	\$150 per shipment	Hauling refrigerated cargo
Scale Charge	\$50 per scale	Driver required to scale the container

Scale Light & Heavy	\$100 per occurrence	Customer requests driver to scale a container before and after loading
Stop Off Charge	\$125 + \$2 per mile	The standard STG rate includes one pick up (@ origin) and one delivery (@ destination). If customer requests additional stops at either origin or destination, STG will invoice for the additional stops.
Storage (CY yard)	\$50 per calendar day	Storing of container at STG container yard
Tolls	Based on routing Newark \$200 Howland Hook Loads	Toll roads
Tri-Axle Fees	\$150/day	Loading exceeding weight for a slider chassis. Tri-axes are subject to availability. Applicable lift fees and chassis splits may occur depending on market.

Additional Terms:

Upon notice or presentation of accessorial charges from us via facsimile, email, EDI or other acceptable method, Customer must approve or confirm receipt of such accessorial charge and communicate such approval/confirmation to us within two (2) days. Accessorial charges are cumulative, and assessment of one accessorial charge will not preclude assessment of other applicable accessorial charges incurred for the same shipment or circumstance. If accessorial services not listed in the table above are necessary, the charges for such services will be established by Carrier and Customer at the time such services are necessary. The term "trailer" also refers to containers and chassis. If Customer knows that a shipment will require accessorial services, Customer should notify us of the type of accessorial service(s) required at the time Customer tenders the shipment in the shipping instructions. Customer will also notify us of any caustic or toxic commodities contained in a shipment (if not otherwise hazardous materials requiring notation on the shipping documents) in advance to allow for the taking of appropriate precautions by personnel doing the transportation and related services.

EQUIPMENT DETENTION

Drop Yards: In order to reduce or eliminate storage charges at a rail ramp or ocean pier, we may shuttle a loaded intermodal unit to an offsite drop yard. Additional charges are usually billed for such moves. If such a shuttle is

done for Customer's convenience or benefit, we will accept no liability for Detention Charges that may accrue while the intermodal unit is at the drop yard.

Return Moves: Volume imbalance may result in a bobtail charge to terminate empty or loaded equipment that is accruing Detention Charges, if no return move is immediately available when the tractor drops the equipment. Customer may avoid such bobtail charges by notifying us in writing of Customer's agreement to pay for all Detention Charges incurred as a result of forgoing the bobtail move. Such charges do not apply to "live load/unload" moves.

Appointments: We will not accept liability for any Detention Charges resulting from rescheduled appointments, unless the appointment was rescheduled due to our fault (e.g., not due to force majeure conditions or acts or omissions of any Customer or any other third party). When due to our fault, we will accept liability for no more than forty-eight (48) hours of Detention Charges resulting from a rescheduled appointment.

Detention Billed Directly to Customer: Detention Charges are often billed directly to the Customer or third party instead of us. Customer may then invoice us for the portion of the Detention Charges for which we are liable. Customer may not invoice us for Detention Charges for any amount that is higher than Customer's obligation to the equipment owner. Customer may not "short pay" freight charges or deduct charges from freight bills, unless authorized to do so, in writing, prior to the deduction. We will not accept invoices without proper backup documentation or invoices that are received more than 30 days after equipment termination. We reserve the right to dispute the charges within 30 days of receipt of the proper documentation and invoice. If Customer response to any such dispute is not received within 30 days, it will be presumed that the dispute has been accepted and the invoice voided.

LIABILITY FOR CARGO LOSS AND DAMAGE

General Standard:

We will assume liability for cargo loss and damage in accordance with the provisions of 49 U.S.C. 14706, subject to a limitation of liability of \$100,000 per trailer or container as well as the other provisions of this section. Our liability for loss or damage to the shipment will not begin until the shipment is in our actual possession (as evidenced by a signed bill of lading or interchange receipt). Shipments will not be accepted unless released to a maximum value of \$100,000 as stated herein. Our liability for any claims for loss, damage or delay to any shipment moving on a motor carrier bill of lading between points in the United States, shall be governed and determined exclusively by the provisions of 49 U.S.C. §14706 and the claim filing regulations of the Federal Motor Carrier Safety Administration at 49 C.F.R. Part 370, which regulations shall govern Customer's and our respective rights, duties and obligation as to the filing and processing of freight loss, damage and delay claims.

Carmack Liability:

On domestic shipments that originate in the United States, Customer may, at its option, select the full liability provisions set forth in 49 U.S.C. Section 14706, without a cap on liability or minimum claim amount ("Carmack

liability”).

If full value Carmack liability under 49 U.S.C. Section 14706 is not selected, the \$100,000 cap and other provisions of this Tariff that vary from Carmack liability will apply.

If Customer wishes to obtain a higher loss or damage limit, Customer has the following two options:

1. The Customer may obtain insurance.
2. The Customer may obtain coverage under the terms of 49 U.S.C. § 14706.

49 U.S.C. Section 14706 provides for full-value liability and other liability terms for us and Customer. In order for a shipment to be subject to the terms of 49 U.S.C. Section 14706, Customer may request an increase in our cargo liability by submitting a written request for a higher released valuation by stating Customer’s desired Released Valuation and paying an additional charge equal to 0.05% of the difference between the desired Released Valuation and \$100,000

Carmack Liability protection is not available for Shipments moving under FAK rates. **ANY SHIPPER TENDERING A SHIPMENT FOR TRANSPORTATION WITHOUT COMPLYING WITH ALL OF THESE PROCEDURES WILL BE SUBJECT TO THE CARRIER’S LIMITED LIABILITY TERMS.**

Carmack liability coverage is not available for any shipments that originate outside the borders of the United States of America.

Defenses to Liability:

We will not be liable for the following: (1) damage to cargo or equipment to the extent due to packaging, loading, unloading, blocking, bracing or securing of the cargo (unless we were engaged to provide such services); (2) inherent vice or defect in the cargo transported, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, deterioration of perishable products, or damages caused by heat or cold; (3) force majeure events; (4) an act or default of any Customer, consignor, consignee or beneficial owner; or (5) shipments stopped and held in transit at Customer’s request.

Limitations on Cargo Liability:

Our liability for any cargo loss or damage will not exceed \$100,000.00. All line-haul rates are conditioned upon such limitation of liability. This limitation will apply whether or not the released value is stated on the bill of lading. Customer may request an increase in legal liability by submitting a written request for a higher released

value, and paying an additional fee depending on the desired released value. Due to the administrative costs, we will not process or pay cargo claims for less than \$250.

Time Limits:

As a condition precedent to recovery, claims for loss or damage to cargo must be filed in writing with us within nine (9) months from the delivery date, or the scheduled date of delivery for lost shipments, or in the absence of a scheduled delivery date, the filing period shall begin after a reasonable time has elapsed for delivery. A civil suit or arbitration proceeding for cargo claims must be commenced against us within two (2) years and one day from the date that we give Customer written notice that we are disallowing the claim or any part of it, although Customer may request an increase in legal liability by submitting a written request for a higher Release Value and paying an additional charge.

Immediate Notice of Cargo Loss or Damage:

Customer will use reasonable efforts to provide immediate notice of cargo loss or damage upon discovery to allow us to inspect the loss and damage and determine its cause and to prevent reuse of damaged intermodal containers or trailers.

Documentation of Cargo Claims:

Cargo claims should include the following information: (1) a demand for payment of a specified dollar amount accompanied by documentation to verify the amount of the demand such as certified copies of repair invoices or actual product costs; (2) information to identify the shipment such as container/trailer number, date of shipment, origin and destination of the shipment, shipper's, consignee's and notify party's names, and bill of lading number; (3) legible copies of shipping instructions, the delivery receipt and other shipping documents, including but not limited to the original bill of lading, shipper's invoice, shipper's packing list, delivery receipt with driver count and seal numbers, and paid customs entry form; (4) the applicable salvage amount; (5) legible copies of the loading and unloading tally denoting contents and quantities of each of the packages involved in the shipment and seal record (particularly for shortage claims); (6) supporting documentation detailing the nature of the damage or loss (such as photographs); and (7) any import declaration (if applicable).

Please note that rail service providers require time/date-stamped photographs at load/unload to document seals, proper blocking and bracing, void prior to unload, and alleged damage. The absence or breach of a seal or security device will not create a presumption of contamination or theft without actual physical evidence. Claims must include documentation of the application of seals or security devices at origin and actual loading and unloading records along with destination photos in any claim for loss or damage relating to shortage.

Determination of Damages; Exclusion of Certain Damages:

The measure of damages for loss of or physical damage to the cargo shall be the lower of the actual value of the lost or damaged commodity at origin or at destination, reduced by a reasonable amount for salvage. We will be

liable for the reasonable costs of Customer to mitigate its damages. WE SHALL NOT BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT RELATE TO LOSS, DAMAGE OR DELAY TO A SHIPMENT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF MARKET OR BUSINESS OPPORTUNITY, SENTIMENTAL VALUE, ITEMS OF EXTRAORDINARY VALUE OR THE LIKE), UNLESS CUSTOMER HAS INFORMED US IN WRITTEN OR ELECTRONIC FORM, PRIOR TO OR WHEN TENDERING THE SHIPMENT TO US, OF THE POTENTIAL NATURE AND TYPE OF SUCH DAMAGES, AND WE SPECIFICALLY AGREE IN WRITTEN OR ELECTRONIC FORM TO ACCEPT RESPONSIBILITY FOR SUCH DAMAGES. IN NO EVENT SHALL WE BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR PUNITIVE OR EXEMPLARY DAMAGES THAT RELATE TO LOSS, DAMAGE OR DELAY TO A SHIPMENT.

Sealed Shipment:

If Customer loads and seals the cargo within the trailer or container and the seal is intact upon delivery, we will not be liable for shortages or any damage to the cargo except when proximately caused by our independent action. We will also not be liable if (1) the seal is broken at the direction and under the supervision of an agent of a governmental authority, or (2) trailers or containers are preloaded and the adequacy of loading or count of such trailer or container cannot be practically determined by our representative. If a seal is broken for an inspection by an agent of a governmental authority, we will request that the governmental authority reseal the trailer or container and/or make appropriate notation on the freight documentation form. We may break the seal on a trailer or container if, upon our determination, it becomes reasonably necessary to do so to inspect, reposition, or protect the cargo or the equipment or to comply with federal, state, municipal, or provincial laws. The consignee of a shipment may not refuse delivery of a shipment solely because the seal on a trailer or container is broken.

Mitigation of Damages; Salvage:

Customer must cause the consignee to accept delivery of a shipment and is not entitled to abandon any shipment to us. The consignee has a duty to mitigate damages by accepting damaged cargo unless it is of no value and without salvage value. The obligation to mitigate damages also includes replacing damaged cartons and packaging, relabeling freight and undertaking other repairs and replacement of packaging. Customer will have the right to determine, in its reasonable discretion, to repair, repackage, salvage, or scrap damaged cargo. If Customer does not elect to salvage cargo, any claim for cargo loss or damage shall nevertheless be reduced by a reasonable salvage allowance. If Customer elects to salvage cargo, Customer shall notify us to return the cargo to Customer or allow us to dispose of the cargo. Any amounts received in salvage, whether accomplished by us or Customer, will reduce the amount of the cargo claim. Customer may condition salvage upon the removal of all identifying marks or labels or the cargo being permanently marked as "*damaged*" or with a similar notation. If we are retained by Customer to return the damaged cargo for repair, salvage, or scrapping, Customer agrees to pay our standard line-haul rates or other mutually agreed to rate, without prejudice to Customer's right to recover such freight charges as damages. Damaged cargo will not be scrapped unless repair and/or salvage are not feasible. If we salvage the cargo, we may bill a reasonable charge for doing so against salvage receipts.

Mexico Cargo:

We do not accept legal liability for cargo loss or damage to shipments while moving throughout Mexico.

TRANSPORTATION DELAYS

We will provide transportation with reasonable dispatch and will use commercially reasonable efforts to meet all reasonable pick-up and delivery appointments. However, we do not guarantee adherence to any particular transit or appointment schedule and are not liable for delay, interruption or other failure to transport any shipment by any particular appointment time. We are not liable for alternative transportation costs, other direct expenses or consequential, special, indirect or exemplary damages arising out of any delay to shipments unless Customer has informed us in written or electronic form, prior to or when tendering the shipment to us, of the potential nature and type of such delay-related damages, and we specifically agree in written or electronic form to accept responsibility for such damages. Customer notations on a delivery receipt or bill of lading signed by a driver does not constitute adequate notification and/or acceptance of such special damages.

STORAGE AND WAREHOUSEMAN LIABILITY

Storage Charges:

Loads stored at our facilities will be charged \$50.00 per day.

Limitation of Liability for Stored Cargo:

When acting as a warehouseman, we will comply with the standard of care applicable to warehousemen in the state in which we are providing such services. Our liability for any cargo loss, shortage or damage occurring during storage by us will not exceed (1) \$100,000.00 per trailer or container when storage is provided as a part of our transportation services (e.g., we store the loaded container at our facility after removing it from the rail ramp before delivering it to the consignee); (2) \$5,000 per trailer or container if the consignee refuses cargo tendered by us or if we are unable to deliver the cargo because of fault or mistake of Customer or the consignee, or if Customer advises and instructs us to stop movement of the cargo and to hold it in transit or otherwise prevents normal delivery of the cargo, or (3) such higher limitation of liability if Customer has obtained higher limits of liability in accordance with the procedures in the section above "Carmack Liability" and the storage is provided as a part of our transportation services.

Refused Shipments; Warehouseman Liability:

If the consignee refuses cargo tendered by us or if we are unable to deliver the cargo because of fault or mistake of Customer or the consignee, or if Customer advises and instructs us to stop movement of the cargo and to hold it in transit or otherwise prevents normal delivery of the cargo, our liability thereafter immediately shall be that of a warehouseman. We will (a) attempt to give Customer notice as soon as possible if the foregoing occurs, (b) place the cargo in public storage, if available, unless we receive contrary disposition instructions from Customer within twenty-four (24) hours, and (c) if disposition instructions are not given by Customer within ten (10) days of our initial notification to Customer, we may offer the cargo for public sale. In the case of perishable cargo, we may dispose of

the cargo at a time and in a manner we deem appropriate. Customer will be responsible for storage and other reasonable costs we incur in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage and other costs that we incur as a warehouseman, we will remit the balance to Customer. If Customer gives us timely disposition instructions, we will use any commercially reasonable steps to abide with such instructions. Customer will pay our costs and any line-haul transportation charges for redelivery as described below.

SHIPMENT WEIGHTS AND SIZES

Our Rights Re: Overweight Shipments:

We have the right (but not the obligation) to (1) have any loaded container or trailer weighed to determine if it conforms with safe handling rules and applicable federal, provincial, state and municipal laws and (2) to hold and transload all or a portion of the cargo to another trailer or container if we become aware that the trailer or container is overweight. Customer is responsible for all associated costs, including, without limitation, the cost of transloading, using and moving the trailer and container and any resulting storage charges. In states that issue permits for overweight shipments, Customer must reimburse us for the actual cost of the permit.

Weight Information from Customer:

We will not knowingly violate weight restrictions under federal, state or municipal laws. Customer must provide advance notification of overweight shipments. Customer warrants that we may rely on Customer's documentation as to the amount of weight associated with a loaded container or trailer. In determining the weight, Customer will take into consideration the tare weights of the container and chassis or trailer, the position of the vehicle tandems (if sliding) prior to loading and the weight distribution of the cargo (including any blocking or bracing).

Handling of Overweight Shipments:

If an overweight problem is determined after pick up and before reaching the origin terminal, we will return the shipment to the consignor for correction if permitted. If the shipment cannot be returned, Customer will arrange for correction of the overweight condition at Customer's expense. If an overweight problem is determined after arrival at the destination rail terminal and before reaching the consignee, the shipment will be delivered to the consignee if permitted. If the shipment cannot be delivered, Customer will arrange for correction of the overweight condition at Customer's expense. Customer is responsible for all charges associated with the pick up or delivery as originally arranged, as well as all additional costs or charges arising out of the overweight condition, including but not limited to storage, detention and redelivery charges.

Oversize Equipment:

Due to the variety of road restrictions within our operating area, equipment over 96 inches wide and over 45 feet long may in some circumstances be considered illegal to be operated on certain roads. Customer is responsible (and will reimburse us) for any fines, expenses, violations, delays, costs and accidents resulting from any equipment

considered overwidth or overlength in violation of restrictions under federal, state, provincial or municipal laws. We may incur out-of-route mileage (for which Customer will be responsible) to avoid violating equipment size laws.

FORCE MAJEURE

We will be excused for any failure to perform our services due to any cause beyond our reasonable control, including without limitation: fire; explosions, strikes, work stoppages, labor strife, riot, war, acts of the public enemy; acts of God, including floods, hurricanes, tornadoes, earthquakes, unusually severe weather, and natural disasters; acts of terrorism; local or national disruptions to transportation networks or operations; road closures; material equipment repairs; fuel shortages; governmental regulations; embargo; quarantine; or governmental request or requisition for national defense. We will use commercially reasonable efforts to continue our performance to the extent not affected by the force majeure event.

SHIPPER OBLIGATIONS

Customer or its shipper is responsible to count and record all contents of shipments moved under this Tariff and to apply a protective seal to the loaded equipment, unless Customer has arranged before dispatch for us to provide these services. Customer will or will cause the consignor to load, block, brace and secure all cargo to prevent shifting as appropriate for the selected mode of transportation. Customer will not tender any hazardous materials and waste, high value shipments (+\$100,000 in value), oversize or overweight shipments or commodities requiring protection from heat or cold, unless such shipments have been properly identified and Customer has made the necessary prior arrangements with us. Although we will inspect any empty containers or trailers before delivery to Customer, Customer will also inspect all empty containers and trailers tendered for loading and reject any equipment that is not in apparent suitable condition to protect and preserve the cargo during transportation and notify us of any rejected equipment. Customer will and will cause its consignors or consignees not to lose, damage or misuse tractors, trailers, containers, chassis or other equipment and will pay for any loss or damage resulting from Customer's or its consignors or consignee's possession or use of such equipment.

ARBITRATION:

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

Please contact the STG Contracts Administrator (contracts@stgusa.com) to answer questions regarding this Tariff.

We appreciate your business.