

Service Terms for Expedited LCL/LTL Customers

Guarantee Definition:

If delivery is not completed within the quoted transit time, the payer will receive a 20% reduction on their invoice for all combined LCL and LTL linehaul charges, including fuel surcharges (hereafter "Guarantee Payment" or "Delivery Service Guarantee"). The payer will not receive a reduction on applicable accessorial charges. The payer must file for the guarantee via Roadway's website within 14 days of the quoted delivery date

Qualifications for Guarantee:

The Delivery Service Guarantee is for port to door moves. It applies to shipments from the following ports:

- Dalian, China
- Hong Kong, China
- Ningbo, China
- Qingdao, China
- Shanghai, China
- Shenzhen, China
- Xiamen, China

Delivery Service Guarantee only applies if the shipment is destined to a direct point in the 48 contiguous states and Washington DC as defined by Roadway. Direct delivery points can be determined on the Roadway website (www.roadway.com).

The Delivery Service Guarantee only applies to those shipments that:

- Pre-cleared customs prior to vessel arrival at U.S. port; and,
- Cleared customs (as evidenced by U.S. Customs Form 3461 in YRC Logistics' possession) no later than Noon Pacific Time / 2:00 pm Central Time on the first business day of cargo availability at the CFS designated on the YRC Logistics or Vanguard Arrival Notice.
- Travel on an express bill of lading.
- Do not contain hazardous, freezable, dangerous, or extraordinary value goods.
- Do not contain household goods or personnel effects.
- Contain terms other than C.O.D. or requiring Cash Collection.
- Do not require special delivery services such as a liftgate or exclusive use of a trailer.
- Do not have a single piece with length exceeding 121 inches, width exceeding 93 inches or height greater than 97 inches.

Guarantee Application:

Delivery is achieved when Roadway tenders the entire shipment for delivery by the quoted delivery date. Delivery shall be made between 8:00 am and 5:00 pm on a full business day. In the event the quoted delivery date, falls on a Saturday, Sunday or holiday (as defined in Roadway's Rules and Accessorial Services), the published

standard transit time shall be extended to 5:00 pm on the next full business day.

The guarantee is considered met if the shipment is delivered prior to the scheduled delivery date. If the consignee refuses the shipment or is unable to receive the shipment, and if this is properly documented by the carrier the guarantee is considered met and all charges apply.

The delivery receipt will be used to identify when the shipment was tendered for delivery. In the event the day is not indicated on the delivery receipt, the service requirements of this item will be considered to have been met.

If a shipment contains damaged goods or a shortage, the participant may file a guarantee claim for reduction of the freight charges directly related to the damaged or short merchandise. This will not apply when investigation shows the merchandise was damaged through no fault of the carrier.

Only the payer of the transportation charges subject to the guarantee may file for a refund under this guarantee. No agent, representative or third party may file on behalf of such payer.

A partial payment (“short pay”) by the Merchant Payer against an invoice is not considered a request for invoice adjustment or notice of a refund request.

In the event a claim for failure to perform service is denied, any objections or disputes of such denied claim must be filed within [XX] calendar days of original scheduled date of delivery of shipment. Dispute claims are to be sent to the same contact location XXXXXXXXXXXXXXXX. **Need to discuss.**

Exclusions:

The Delivery Service Guarantee is not available when on-time completion is thwarted due to reasons beyond the reasonable control of Ocean NVOCC, Ocean Carrier or Roadway, including but not limited to the following:

- Any incorrect addresses or to the unavailability or refusal of a person to accept delivery.
- An act of God, public enemies, riot, strike, other work stoppage, labor unrest (including port workers), or other events of a Force Majeure nature, including the following:
 - A defect or inherent vice in the goods,
 - An act of public authorities,
 - An act or omission of the nominated customs broker,
 - Diversion at the direction of shipper, consignee or customs broker,
 - Mis-description or mis-declaration of the goods,
 - Storms or severe weather conditions,
 - Terrorism,
 - Faulty or impassable highway,
 - Lack of capacity of a highway or bridge,

- Quarantines,
- Civil commotion,
- State or act of war,
- Compliance with laws,
- Government regulations,
- Orders or requirements,
- Act, fault or omission of Merchant, including but not limited to shipper, consignee, and/or owner of the goods.

Roadway will not be liable for any consequential or special damages, lost profits or attorney's fees if it fails to deliver all or part of this shipment or fails to meet the agreed date for delivery.

The shipper is liable for any additional charges for collect or third party billing that are disputed.

The Delivery Service Guarantee does not apply to shipments that are reconsigned and/or rescued. The charge for provisions in this item will be cancelled and no guarantee will be offered.

Miscellaneous:

Shipments under the Delivery Service Guarantee program shall be subject to all of the terms and conditions of YRC Logistics master through bill of lading in effect at the time of shipment and YRC Logistics' liability for cargo loss, damage, delay, misdelivery and/or other breach of the contract of carriage, if any, shall be determined exclusively under the terms and conditions of the bill of lading. In no event shall YRC Logistics be liable to the Merchant or other person for any special, consequential, indirect or punitive damages or claims for loss of profits arising from a failure to deliver cargo according to the Published transit times or as a result of any alleged breach of the Delivery Service Guarantee. The Guarantee Payment shall be the sole, adequate and exclusive remedy for breach of the Delivery Service Guarantee.