TRANSPORTATION SERVICES TERMS AND CONDITIONS

G&D Integrated Transportation, Inc. ("Carrier") is a registered interstate motor carrier under Docket No. MC-185950 of the Federal Motor Carrier Safety Administration ("FMCSA") and holds U.S. Department of Transportation ("DOT") No. 291139. You ("Shipper") have requested a quote from us for transportation services. Unless expressly superseded by a written contract signed by an officer of Carrier and Shipper, all transportation quotes for each and every shipment to be tendered (or caused to be tendered) to Carrier incorporate all the Terms and Conditions set forth below. By your request for services, and our provision of and your acceptance of the quote provided to you, followed by your tender of freight for transportation to us, the parties agree to the following as to each and every shipment tendered (or caused to be tendered) to us:

- **1. SCOPE OF TERMS AND CONDITIONS**. These Terms and Conditions, and any other terms upon which Carrier and Shipper have agreed in writing ("Additional Terms") apply to all transportation and related services furnished by Carrier to Shipper, including as applicable the use of Carrier's facilities and terminals (the "Services"). Additional Terms may be electronically communicated and agreed upon through Carrier's website, rate confirmation notice or e-mail. These Terms and Conditions, including all Appendixes and where applicable any Additional Terms, are collectively referred to as the "T&Cs." The term "Shipper" shall include consignees and other Carrier customers as appropriate.
- 2. THESE T&Cs ARE A CONTRACT OF CARRIAGE. Carrier and Shipper are sometimes each referred to below as a "Party," and together as the "Parties." Shipper's written request for services from Carrier and Carrier's written acceptance shall constitute the parties' written agreement that these T&Cs, together with the request and acceptance are a contract between Shipper and Carrier within the meaning of 49 U.S.C. § 14101(b)(1), and Shipper and Carrier expressly waive any and all rights and remedies allowed to be waived under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with these T&Cs. For this purpose, "written" request and acceptance includes electronic communications and the parties agree that each such request and acceptance are and shall be considered signed by them. Failure by either party to insist upon the other party's performance under these T&Cs or to exercise any right or privilege herein, shall not be a waiver of any of the rights or privileges provided for in these T&Cs. These T&Cs shall prevail over tariffs or schedules maintained by Shipper or any bills of lading or freight documents used in connection with the Services whether prepared by Carrier or Shipper. These T&Cs apply to all shipments accepted by Carrier and requested or paid for by Shipper or its agents or representatives, or where a third party pays the bill for Shipper.

3. TRANSPORTATION SERVICES. The Services include the following:

A. Blocking And Bracing Of Loads. Carrier and its employees, agents, and drivers are responsible for ensuring that all freight is blocked and braced for transportation in compliance with all federal, state, provincial, and local environmental, hazardous materials transport and safety transportation statutes, ordinances, rules, and regulations. Carrier's driver shall arrive at pick up with strapping or load locking devices, unless it is agreed prior to pickup that the shipment is to be tendered to Carrier in a pre-loaded, sealed trailer, in which case Carrier's driver shall note the seal numbers on the bill of lading or receipt but shall not be responsible for the Blocking and Bracing of contents.

B. Performance Requirements. Carrier shall transport shipments to their specified destination with reasonable dispatch, unless a specified delivery date and/or time is agreed upon prior to the pick-up of any individual shipment, in which case delivery shall be performed in accordance with the schedule agreed upon.

Carrier shall be responsible for ensuring that all shipments are secured and transported according to federal, state or local transportation and environmental laws, ordinances, regulations, orders and requirements.

4. RATES, INVOICES AND PAYMENT.

- A. Rates and Other Terms. Carrier will charge and Shipper will pay the rates and charges for transportation and related services performed hereunder as set forth in, as applicable, Appendices A, B, C, and D of these T&Cs. The rates stated in, as applicable, Appendices A, B, C, and D, or quoted in any Additional Terms include all stop-off charges, fuel surcharges, loading, unloading, and other services. The rates as stated cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. Application of the rates stated in Appendices A, B, C, and D, and any rates quoted in Additional Terms will be based on the information supplied by Shipper and will be based on agreed upon limitations of liability and rates in effect at the time of the quote. Actual charges will be based on the shipment's actual weight, dimensions, requested transit days and additional services requested and/or performed. Shipper shall be liable for all charges arising out of transportation services requested by Shipper and performed by Carrier, including but not limited to corrections based on weight or dimensions, special Shipper-specified transit times or accessorial charges, unless the parties expressly agree otherwise in writing.
- B. Change in Rates and Other Terms. Carrier represents and warrants that there are no other applicable rates or charges except those established in these T&Cs and any Additional Terms. The provisions of these T&Cs, including the applicable Appendixes, and any Additional Terms can be supplemented or revised only by written agreement signed by both Carrier and Shipper prior to transportation, or by e-mail by Carrier to Shipper if not objected to by Shipper, in writing, within twenty-four (24) hours from the date and time e-mailed. In the event transportation services are provided and it is subsequently discovered that there was no applicable or understood rate, Carrier and Shipper agree that the charges invoiced by Carrier shall be the agreed upon contract rate of the Parties for the services provided, unless such payment is objected to by Shipper within ten (10) days of the invoice date.
- C. Invoices and Payment. Payment shall be due from Shipper within thirty (30) days of the date of invoice by Carrier, and in the event the payment is not made within thirty (30) days, Shipper agrees that interest shall accrue daily and be payable to Carrier at the interest rate of twelve percent (12%) per annum, together with any and all collection costs, including attorney fees. Carrier and Shipper agree that any payments made hereunder are made in payment of debts incurred in the ordinary course of business and are made according to ordinary business terms.

5. INDEMNITY.

- A. Carrier Indemnity. Carrier shall indemnify, defend, and save Shipper, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury or death, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of Carrier's services provided in connection with these T&Cs or any Additional Terms to the extent such claim is caused by 1) the negligence or intentional misconduct of Carrier; 2) Carrier's or its employees' violation of applicable laws or regulations; or 3) Carrier's or its employees' or agents' breach of these T&Cs or any Additional Terms. The foregoing notwithstanding, Carrier shall have no liability to Shipper under this provision, or otherwise owe any obligation to Shipper under this provision, to the extent such liabilities or obligations represent consequential or special damages, or are the result of or arise from the negligence or other wrongful conduct of Shipper.
- **B.** Shipper Indemnity. Shipper shall indemnify, defend and save Carrier, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury or death, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of Shipper's performance under these T&Cs or any Additional Terms to the extent such claim is caused by 1) the negligence or intentional misconduct of Shipper; 2) Shipper's or its employees' or agents' violation of applicable laws or regulations; or 3) Shipper's or its employees' or agents' breach of these T&Cs or any Additional Terms, except to the extent such liability, claims or loss represent consequential or special damages, or are the result of the negligence or other wrongful conduct of Carrier.
- **C. Joint Responsibility.** In the event that any claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including without limitation, reasonable attorney fees) under this Section 5 are caused by the joint and concurrent negligence or other fault of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses shall be borne by each Party in proportion to its degree of negligence or other fault.
- **D.** No Special or Consequential Damages. In no event shall either Party be responsible for any special or consequential damages under these T&Cs or any Additional Terms.
- **E. Tender of Defense.** Any indemnified Party shall promptly tender the defense of any claim to the indemnifying Party.
- **F.** Cargo Claims. Each party's indemnity covenants shall exclude cargo claims on shipments transported by Carrier, which are addressed in Section 7 of these T&Cs.
- **6. INSURANCE.** Carrier shall procure and maintain auto liability insurance insuring Carrier against liability for bodily damage (including death), property damage, and for loss of or damage to freight, in at least the minimum amounts required for motor carriers by applicable federal or state law or regulation and in any event at least \$1,000,000. Carrier shall also procure and maintain workers' compensation coverage as required by applicable state law. Upon request, Carrier shall

furnish to Shipper written certificates obtained from the insurance carrier showing that such insurance has been procured.

7. FREIGHT LOSS OR DAMAGE.

- **A. Notice of Claim and Limit of Liability.** Shipper shall submit to Carrier written notice of any cargo claim, including loss or expenses resulting from Carrier's delay in providing service, within nine (9) months of the delivery date of the shipment or, if no delivery, the date of the occurrence resulting in the claim. Any civil action filed by Shipper must be filed no later than two (2) years from the date of delivery specified on the bill of lading. Carrier shall be liable to Shipper for all freight loss and damage claims as provided at 49 U.S.C. § 14706. Carrier's liability for cargo damage shall not exceed \$100,000 per truckload, unless a greater value has been stated by Shipper and accepted by Carrier pursuant to subsection D below. In no event shall either party hereto be liable for special or consequential damages that relate to loss, damage or delay to a shipment or for any other reason. Carrier shall not be liable for loss or damage caused by the occurrence of an act of God or a public enemy, a public authority, an act of the Shipper, or the inherent vice or nature of the lading.
- **B.** Concealed Loss or Damage. Any claim or action for concealed loss or damage of, or injury to, shipments to be transported by Carrier under these T&Cs, shall be reported by Shipper to Carrier within fifteen (15) days after delivery of such shipments.
- **C. Time Limit for filing Lawsuits.** Suits must be initiated within two (2) years and one (1) day after Shipper receives written notice from Carrier disallowing claim.
- **D.** Required Procedure for Increase in Carrier Limit of Liability. Shipper agrees that the value of cargo on any particular shipment does not exceed \$100,000, unless Shipper advises Carrier at least twenty-four (24) hours before the scheduled pickup. In that event, Carrier (i) may refuse the shipment, (ii) agree to accept the shipment, in which case Carrier may secures additional cargo insurance in the amount of the value stated by Shipper and the cost thereof shall be invoiced to Shipper as part of freight charges, or (iii) furnish Shipper with a new quote including additional charges for valuation which Shipper must accept before pickup at any time before loading. Shipper shall also note any separately agreed upon value on the freight documentation form utilized for the delivery of freight. Acceptance of any shipment valued above \$100,000 can be made only in writing by a Manager of Carrier in order for the value to be effective.
- **8. INDEPENDENT CONTRACTOR RELATIONSHIP, OPERATIONS AND EMPLOYEES**. Carrier shall be considered an independent contractor at all times during the execution of its duties under these T&Cs, and nothing herein shall be construed as creating an employer-employee, partnership, joint venture, or subsidiary relationship between the parties hereto. Carrier shall have the sole and exclusive responsibility for the manner in which its employees and/or agents perform its duties under these T&Cs, and Shipper neither exercises nor retains any control over Carrier, its operations or employees in any manner whatsoever.
- **9. NOTICES.** Any notice, request, direction, instruction or other communication relating to the transactions contemplated by these T&Cs shall be in writing (including electronic communications, which shall constitute a writing), shall be sent postage prepaid if sent in hard copy, and shall be deemed to have been given when sent: (a) by certified mail (return receipt),

premium private courier service or delivery service; (b) by fax or telecopier, with proof of receipt by the intended recipient, or (c) by e-mail. Notices to Carrier shall be provided as set forth below:

G&D Integrated Attn: VP, Transportation 50 Commerce Drive Morton, IL 61550 (With copy to General Counsel at same address)

Notices to Shipper shall be to the address, fax number, or e-mail address furnished by Shipper to Carrier in writing, by e-mail or on Carrier's website.

- **10. ENTIRE AGREEMENT.** These T&Cs (and any Additional Terms) constitute the entire agreement of the Parties with reference to the subject matters herein and cannot be amended except in writing signed by both Parties.
- **11. ASSIGNMENT.** Rights under these T&Cs may not be assigned or transferred in whole or in part, without the prior written consent of the other party, except if notice is provided and the assignment is to a parent, subsidiary or affiliated entity of either party hereto. Subject to the foregoing, these T&Cs shall inure to the benefit of and be binding on the successors and assigns of the parties hereto.
- **12. CHOICE OF LAW AND VENUE.** These T&Cs will be governed by the laws of the United States and of the State of Illinois without regard to the choice-of-law rules of that or any other jurisdiction. The parties agree that any claim or dispute arising from or in connection with these T&Cs, any Additional Terms, or with respect to the overall relationship between the parties, whether under federal, state, local, or foreign law, must be brought exclusively in the state or federal courts serving Tazewell County, Illinois. Carrier and Shipper consent to the jurisdiction of these courts. Notwithstanding the foregoing, the Parties may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.
- **13. HEADINGS.** Any headings or numbering of sections, paragraphs or articles of these T&Cs are for organizational convenience only and all terms and conditions of these T&Cs are intended to take precedence over any such heading or numbering.
- **14. SEVERABILITY.** If any part, term, section, paragraph or provision of these T&Cs results in a violation of any law or is found or declared to be invalid or unenforceable for any reason, such part, term, section, paragraph or provision shall be severable and the remainder of these T&Cs shall remain in full force and effect
- **15. AUTHORITY TO AGREE.** By enabling communications to Carrier that constitute agreement to these T&Cs and any Additional Terms by e-mail, access through Carrier's website or other electronic means, Shipper represents that each communication was made by a person authorized to do so on Shipper's behalf.

APPENDIX A
G&D Integrated Transportation, Inc. Intermodal Fuel Surcharge Schedule

	Index	Fuel Price		muex	Fuel Price
FSC	High	Low	FSC	High	Low
28.50%	3.099	3.050	0.75%	1.249	1.20
29.25%	3.149	3.100	1.50%	1.299	1.25
30.00%	3.199	3.150	2.25%	1.349	1.30
30.75%	3.249	3.200	3.00%	1.399	1.35
31.50%	3.299	3.250	3.75%	1.449	1.40
32.25%	3.349	3.300	4.50%	1.499	1.45
33.00%	3.399	3.350	5.25%	1.549	1.50
33.75%	3.449	3.400	6.00%	1.599	1.55
34.50%	3.499	3.450	6.75%	1.649	1.60
35.25%	3.549	3.500	7.50%	1.699	1.650
36.00%	3.599	3.550	8.25%	1.749	1.700
36.75%	3.649	3.600	9.00%	1.799	1.750
37.50%	3.699	3.650	9.75%	1.849	1.800
38.25%	3.749	3.700	10.50%	1.899	1.850
39.00%	3.799	3.750	11.25%	1.949	1.900
39.75%	3.849	3.800	12.00%	1.999	1.950
40.50%	3.899	3.850	12.75%	2.049	2.000
41.25%	3.949	3.900	13.50%	2.099	2.050
42.00%	3.999	3.950	14.25%	2.149	2.100
42.75%	4.049	4.000	15.00%	2.199	2.150
43.50%	4.099	4.050	15.75%	2.249	2.200
44.25%	4.149	4.100	16.50%	2.299	2.250
45.00%	4.199	4.150	17.25%	2.349	2.300
45.75%	4.249	4.200	18.00%	2.399	2.350
46.50%	4.299	4.250	18.75%	2.449	2.400
47.25%	4.349	4.300	19.50%	2.499	2.450
48.00%	4.399	4.350	20.25%	2.549	2.500
	4.449	4.400	21.00%	2.599	2.550
49.50%	4.499	4.450	21.75%	2.649	2.600
50.25%	4.549	4.500	22.50%	2.699	2.650
51.00%	4.599	4.550	23.25%	2.749	2.700
51.75%	4.649	4.600	24.00%	2.799	2.750
52.50%	4.699	4.650	24.75%	2.849	2.800
53.25%	4.749	4.700	25.50%	2.899	2.850
54.00%	4.799	4.750	26.25%	2.949	2.900
54.75%	4.849	4.800	27.00%	2.999	2.950
55.50%	4.899	4.850	27.75%	3.049	3.000
33.30 /	7.033	4.000	21.13/0	3.043	3.000

Surcharge percentage is based on the Department of Energy, National Diesel Fuel Price Index.

APPENDIX B
G&D Integrated Transportation, Inc. Truckload Fuel Surcharge Schedule

Fuel Price Index					
Low	High	FSC/Mi			
\$1.750	\$1.799	\$0.10			
\$1.800	\$1.849	\$0.11			
\$1.850	\$1.899	\$0.12			
\$1.900	\$1.949	\$0.13			
\$1.950	\$1.999	\$0.14			
\$2.000	\$2.049	\$0.15			
\$2.050	\$2.049	\$0.15			
\$2.100	\$2.149	\$0.16			
\$2.150	\$2.199	\$0.17			
\$2.200	\$2.249	\$0.18			
\$2.250	\$2.299	\$0.19			
\$2.300	\$2.349	\$0.20			
\$2.350	\$2.399	\$0.21			
\$2.400	\$2.449	\$0.22			
\$2.450	\$2.499	\$0.23			
\$2.500	\$2.549	\$0.24			
\$2.550	\$2.599	\$0.25			
\$2.600	\$2.649	\$0.25			
\$2.650	\$2.699	\$0.26			
\$2.700	\$2.749	\$0.27			
\$2.750	\$2.799	\$0.28			
\$2.800	\$2.849	\$0.29			
\$2.850	\$2.899	\$0.30			
\$2.900	\$2.949	\$0.31			
\$2.950	\$2.999	\$0.32			
\$3.000	\$3.049	\$0.33			
\$3.050	\$3.099	\$0.34			
\$3.100	\$3.149	\$0.35			
\$3.150	\$3.149	\$0.35			
\$3.200					
	\$3.249	\$0.36			
\$3.250	\$3.299	\$0.37			
\$3.300	\$3.349	\$0.38			
\$3.350	\$3.399	\$0.39			
\$3.400	\$3.449	\$0.40			
\$3.450	\$3.499	\$0.41			
\$3.500	\$3.549	\$0.42			
\$3.550	\$3.599	\$0.43			
\$3.600	\$3.649	\$0.44			
\$3.650	\$3.699	\$0.45			
\$3.700	\$3.749	\$0.45			
\$3.750	\$3.799	\$0.46			
\$3.800	\$3.849	\$0.47			
\$3.850	\$3.899	\$0.48			
\$3.900	\$3.949	\$0.49			
\$3.950	\$3.999	\$0.50			

Fuel Pri		
Low	High	FSC/Mi
\$4.000	\$4.049	\$0.51
\$4.050	\$4.099	\$0.52
\$4.100	\$4.149	\$0.53
\$4.150	\$4.199	\$0.54
\$4.200	\$4.249	\$0.55
\$4.250	\$4.299	\$0.55
\$4.300	\$4.349	\$0.56
\$4.350	\$4.399	\$0.57
\$4.400	\$4.449	\$0.58
\$4.450	\$4.499	\$0.59
\$4.500	\$4.549	\$0.60
\$4.550	\$4.599	\$0.61
\$4.600	\$4.649	\$0.62
\$4.650	\$4.699	\$0.63
\$4.700	\$4.749	\$0.64
\$4.750	\$4.799	\$0.65
\$4.800	\$4.849	\$0.65
\$4.850	\$4.899	\$0.66
\$4.900	\$4.949	\$0.67
\$4.950	\$4.999	\$0.68
\$5.000	\$5.049	\$0.69
\$5.050	\$5.099	\$0.70
\$5.100	\$5.149	\$0.71
\$5.150	\$5.199	\$0.72
\$5.200	\$5.249	\$0.73
\$5.250	\$5.299	\$0.74
\$5.300	\$5.349	\$0.75
\$5.350	\$5.399	\$0.75
\$5.400	\$5.449	\$0.76
\$5.450	\$5.499	\$0.77
\$5.500	\$5.549	\$0.78
\$5.550	\$5.599	\$0.79
\$5.600	\$5.649	\$0.80
\$5.650	\$5.699	\$0.81
\$5.700	\$5.749	\$0.82
\$5.750	\$5.799	\$0.83
\$5.800	\$5.849	\$0.84
\$5.850	\$5.899	\$0.85
\$5.900	\$5.949	\$0.85
\$5.950	\$5.999	\$0.86

Surcharge percentage is based on the Department of Energy, National Diesel Fuel Price Index.

Appendix C Schedule of Accessorial Charges-Intermodal Shipments

Item #1: DETENTION - VEHICLES WITH POWER UNITS

- 1. Shipper and consignee shall make reasonable provision for immediate loading and unloading of vehicles.
- 2. Any time in addition to 2 hours consumed in the course of loading or unloading, unless for causes attributable to Carrier, will be charged for as provided in Item 3.
 - 3. Time will be computed to the nearest hour and charges will be assessed as follows: at the rate of \$75.00 per full or partial hour for tractor Container on chassis
- 4. Loading and/or unloading time shall be deemed to run from the time truck arrives at the place of loading or unloading, ready to load or unload, to the time when all the necessary shipping documents have been executed and the truck is ready to move.
 - 5. The charges due Carrier under this Item shall be paid by Shipper.

Item #2: APPLICATION OF RATES AND LIFT CHARGES FOR INTERMODAL TRAFFIC

Freight - All Kinds (Except classes A and B explosives, household goods), having an immediate prior or subsequent movement by rail, water or air.

- 1. Rates, rules and regulations named apply only on truckload shipments of FREIGHT ALL KINDS (as described above) which have had an immediate prior or subsequent movement:
 - a. by railroad using intermodal service;
 - b. by water using 20' or 40' container
- 2. Rates referred to in these T&Cs from and to a named point will include both intermodal facilities and container depot facilities located within terminal area of the named point.
- 3. All rates and charges named herein are in addition to the applicable rates and charges of rail carriers, water carriers and air carriers.
- 4. Lift charges are applicable at Rails and will be a pass through of charges plus a \$15.00 service fee.

Item #3: DETENTION – STEAMSHIP BOXES

Shipper will provide G&D Integrated all current Steamship line contractual terms pertaining to container Per Diem. Contractual terms shall include free time allowances, daily per diem rates for various container types, and any additional applicable information. Shipper will provide G&D Integrated all steamship line contract revisions as they occur with regards to container per diem terms and conditions.

Upon receipt of a Steamship line container per diem invoice, G&D Integrated will perform an audit pursuant to current contract between Shipper & the steamship line generating the invoice. Once invoice accuracy is confirmed, (charges to include; container perdiem, pool chassis daily rates, and applicable service fees) charges will be invoiced to Shipper on an individual container basis, pursuant to Steamship line contract. In the event that steamship line invoice information is incorrect, G&D Integrated will dispute the errant charges with the steamship line by providing all necessary documentation to the steamship line. G&D Integrated will assess a 15% processing fee, with a minimum \$25 per container fee to perform this audit.

In the event an invoice is received by G&D Integrated and Shipper hasn't made known any contractual agreement with the steamship line, G&D will perform the audit based upon the Uniform Intermodal Interchange Agreement (UIIA) and invoice Shipper according to the previous paragraph.

All containers ready for removal from shipper/consignee premises must be emailed to custservimd@gdtr.com by Noon. Anything notified after Noon (in the time zone where the container is physically located) will be recognized as being 'notified' the next business day. G&D has one additional Business day to return the empty or load after being 'notified' before accepting responsibility for any per-diem or other steamship line detention charges. In the event a constraint whereby the port/rail refuses the container, shipper is responsible for charges until the earliest return date allowed by the rail/port.

Any request to remove a container from shipper/consignee premises must be accompanied by a request to bring a container to the shipper/consignee. Any deviation from a 1:1 drop:pick service level, will result in bobtail charges. Bobtail charges are billed at half the dray rate and apply to each instance of bobtail inbound or outbound.

Item #4: APPLICATION OF RATES

Specific point to point rates take precedence over other mileage rates.

Item #5: Scale Fee

For scaling light and heavy away from the loading facility but within 5 miles \$50.00 + cost of scale tickets

Item #6: Fuel Surcharge

Rates calculated in this Schedule will be increased by the Fuel Surcharge percentage shown in the "FSC" column of the table set forth in Appendix A of these T&Cs, based on the Department of Energy ("DOE") fuel price index for diesel fuel (average all types) for the U.S. DOE Indexes are updated weekly, and published on the DOE's website. The price reported each Monday shall be utilized to determine the fuel surcharge compensation for shipments picked up by CARRIER during the Monday-through-Sunday week beginning that Monday. If the fuel price is not issued on Monday, the next price issued will be used, but that next price shall apply as of that Monday.

Item #7: Chassis Charges

Use of G&D Chassis the rate is on a daily rate of:

- 1.) Standard slider chassis \$25.00 per day (Calculation of Charges- Actual chassis use days will be charged. Loads or empties emailed into custservimd@gdtr.com or uploaded in COS have a Noon cutoff. Anything notified after Noon in that time zone will be recognized as notified the next business day. G&D has one additional Business day to return the empty or load. If rail or Port will not accept return, it will be charged to the first day that it is allowed into the rail or Port.)
- 2.) Triaxle Chassis will be \$100.00 per move on moves 500 miles or less roundtrip miles

 Triaxle charges will apply 501 to 1000 miles \$130.00, 1001 miles to 1500 miles \$180.00, over 1500 miles

 \$250.00 (Mileage calculations based on PC Miler Practical,53',custom, open version 20.1)
- 3.) All Shippers whose Steamship Lines that require Carrier as the dray carrier to pay for chassis usage will be assessed an additional \$25.00 per calendar day charge.

Item #8: RECONSIGNMENT OR DIVERSION

A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

- (A) Request for reconsignment or diversion must be in writing, which shall include facsimile transmissions and e-mail messages.
- (B) Reconsignment prior to movement of a shipment shall bear the rate that would otherwise have applied if the shipment was originally scheduled for movement to the final destination.
- (C) Diversion en route shall bear a charge of \$150.00 for each shipment reconsigned or diverted. Charges from origin to point of reconsignment or diversion shall be determined on the basis of the distance from origin to final destination via reconsignment or diversion point
- (D) If the shipment is returned to the origin point, the rate to be applied will be the applicable rate to the most distant point actually traveled in addition to the mileage rate from same back to point of origin.

Item#9: Hazardous Material

G&D is an Authorized carrier of Hazardous Material. There are limitations to specific UN Numbers and classes that can be hauled. All Hazardous Material information must be submitted at the time of the move. The Surcharge for all Hazardous Material shipments is \$75.00 per shipment.

Item #10: Refrigerated Containers

Reefer Charge 1-250 R/T miles \$50.00 251 to 500 R/T miles \$100.00, 500 plus miles call for quote. We do not accept Pharmaceutical products and their ingredients in Refrigerated containers without a special separate agreement.

Item #11: Turnaway at Rail or Port

\$100.00 due to no rail billing or port booking

Item#12: Cross-town for Storage or Chassis return

\$80.00 Point to Point Within Chicago Terminal Zone \$80.00 Elwood/Joliet – Elwood/Joliet, IL

\$120.00 Chicago – Elwood(Joliet)

\$120.00 Elwood (Joliet) – Chicago

Item#13: Storage at G&D yard

\$25.00 per day for yard storage to be calculated from arrival at the storage yard and to the day before delivery.

Item: 14: Excess Weight

Overweight containers will be assessed an overweight surcharge plus the cost of permits

43,861 – 48,999 lbs \$50. 49,001 + lbs \$100.

Appendix D Schedule of Accessorial Charges-other than Intermodal Shipments

Application	Accessorial Charge
Detention with Tractor	2 hours free time, then \$75.00 per hour billed in 15 minute increments.
Driver Assist: Loading/Unloading Labor	\$75.00 per truckload.
HazMat Surcharge	\$75.00 per truckload.
Layover	\$400.00 per truckload – If less than 10 hours Detention with Tractor accessorial will apply.
Stop Off Charge	\$50.00 per stop excluding initial pick up and final destination.
Truck Ordered Not Used	\$200.00 per truckload.