



INTERMODAL RATE TARIFF

RULES TARIFF

Effective Date

November 2007. This Rules Tariff supersedes all prior Rules Tariffs issued previously by Big Daddy Drayage. If a newer version of the Rules Tariff is published, it will supersede this version and this version will become null and void.

Application of Rates

Intermodal trucking line haul charges generally represent standard rates for roundtrip (load-empty or empty-load) TOFC/COFC moves on FAK stay-with loads. Any exceptions to the terms, conditions, intermodal trucking charges, and/ or accessorial fees must be confirmed in writing prior to shipping.

Payment Terms

Big Daddy Drayage may elect to extend credit to Customer, at their sole discretion. All invoices are due and payable within fifteen (15) days of the billing date. A finance and collection charge equivalent to 2.0% per month will be added to any invoice not paid within fifteen (15) days after the billing date. Big Daddy Drayage will not accept nor allow the deduction of any accessorial/equipment detention charges from their invoices. Payers of Big Daddy Drayage freight bills shall not "short pay" Big Daddy Drayage freight charges or deduct charges from their freight bills unless authorized to do either of these, in writing, by Big Daddy Drayage.

Pre-Notification

Customer must provide written notification by 3:00 pm the day before a shipment will be picked up. Big Daddy Drayage is not responsible for any trailer detention fees that may accrue as the result of delivery to ramp or pier or other location on the following day. Big Daddy Drayage liability for shipment will not commence until pickup actually occurs.

Overweight Liability

Big Daddy Drayage does not accept responsibility or liability for any violation of weight restrictions under federal, state or municipal laws. Any fines or expenses resulting from overweight violations must be paid by the Customer.

Cargo Liability

Big Daddy Drayage liability for cargo loss or damage will in no case exceed \$100,000 per occurrence. Shipments will not be accepted unless released to \$100,000. Customer may request an increase in legal liability by submitting a written request for a higher Release Value, and paying an additional fee. The fee equals 0.1% of the difference between the desired Release Value and \$100,000. If a shipment is inadvertently accepted without Customer executing the Required Release Value declaration, Big Daddy Drayage liability will be limited to no more than \$100,000.

Storage Liability

An allowance of twenty-four (24) hours will be given for shipments stored on Big Daddy Drayage premises. Saturdays, Sundays, and Holidays do not extend this twenty-four (24) hour period. After twenty-four (24) hours, Big Daddy Drayage liability for such shipments will be that of a warehouseman. In no event will Big Daddy Drayage liability exceed \$100,000 per occurrence.

Transportation Delays

Big Daddy Drayage will provide transportation with reasonable dispatch, and will use commercially reasonable efforts to meet all reasonable pickup and delivery appointments. However, Big Daddy Drayage does 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. Big Daddy Drayage is not liable for alternative transportation costs, or other direct expenses or consequential, special, indirect, or exemplary damages arising out of any delay to shipments, unless Customer has provided a prior written description of the nature and type of such potential delay-related damages, and a Big Daddy Drayage employee has agreed in writing to accept responsibility for such damages. Customer notations on a Bill of Lading signed by a driver do not constitute adequate notification and/or acceptance of such special damages.



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Hazardous Materials

Customer must comply with applicable federal regulations, including 49 CFR Parts 100 to 185, when tendering hazardous materials. Among other requirements, Customer must provide a legible bill of lading with proper Hazmat information, including the shipper's certificate containing all required information such as emergency response number and information, and affix any required placards before or at the time that the shipment is tendered. Failure to comply with these requirements will relieve Big Daddy Drayage of any and all liability for loss or damage directly or indirectly caused to or by the hazardous materials. Any misdeclared hazardous materials may be warehoused at Customer's risk and expense, or destroyed without compensation.

Fuel Index

Big Daddy Drayage Fuel Surcharge is listed on Big Daddy Drayage web site under customer service (www.bigdaddydrayage.com).

Driver Free Time

Driver Detention charges will accrue after Driver Free Time expires. Driver Free Time begins when the container or trailer is available for loading or unloading, and ends when it is released for transport after loading or unloading. If appointments are made on a first come, first serve basis, Driver Free Time begins when the container arrives at the Customer's facility or the facility opens for business, whichever is later. Thirty (30) minutes of Driver Free Time is allowed for each pickup and drop-off at a rail ramp and ocean pier. Generally, one (1) additional hour Driver Free Time is allowed at each shipper/consignee stop, up to a maximum of two (2) cumulative hours Driver Free Time on a multi-stop order.

Drop Yards

Customer assumes all responsibility of cargo, container and chassis if Big Daddy Drayage drops container at their facility or at any third party facilities of Customer. Customer assumes all responsibility for equipment and cargo while in their possession. Customer will be responsible for paying Big Daddy Drayage the declared value of equipment within 15 business days if equipment is lost or stolen while in their possession, regardless if it is at Customer's third party facility. Customer will indemnify Big Daddy Drayage of any cargo claims which occurs while at Customer's facility or Customer's third party facility.

Return Moves

A Bobtail charge may be billed to terminate empty or loaded equipment that is accruing per diem charges, if no return move is immediately available when the tractor drops the equipment. Customer may avoid such Bobtail charges by notifying Big Daddy Drayage, in writing, of Customer's agreement to pay for all per diem or charge incurred as a result of forgoing the Bobtail move.

Appointments

Big Daddy Drayage will not accept liability for any Detention Charges resulting from rescheduled appointments, unless the appointment was rescheduled due to any failure of any Big Daddy Drayage. In the event of such a failure, Big Daddy Drayage will accept liability for no more than forty-eight (48) hours of Detention Charges resulting from a rescheduled appointment.

Free Time

(Live Unloads) 2 hours free time is allowed. After 2 hours free time, customers will be charged \$16.00 per 15 minutes to be processed once allowable free time has expired.

Arbitration

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

COMMON ACCESSORIALS

Driver Touch/Driver Assist

Must call terminal to discuss rate and work involved and mutually agree on rate in writing.



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Bobtail

Bobtail rate will be charged at full rate unless otherwise negotiated previously in writing.

Per Diem/Demurrage

[\$50.00 Administration Fee] These charges will be billed as incurred; i.e. immediately upon return of the equipment to its rightful owner. Big Daddy Drayage will pass through the railroad and ocean carrier per diem, detention and demurrage fees. Customer will be held responsible for per diem and demurrage charges set forth in the equipment providers Uniform Intermodal Interchange Agreement (UIIA) with Big Daddy Drayage. Per Diem and demurrage invoices by Big Daddy Drayage to customer are due upon receipt. If customers' terms and conditions for per diem and demurrage are different from the Uniform Intermodal Interchange Agreement (UIIA), Big Daddy Drayage must receive in writing customers addendum reflecting changes from the equipment provider. Big Daddy Drayage will not accept different terms and conditions to the Uniform Intermodal Interchange Agreement (UIIA) from Customer; they must be received from equipment provider. Customers are responsible for notifying Big Daddy Drayage of any changes to their contract with the equipment provider and are responsible of having equipment provider notify Big Daddy Drayage of such change. Customer assumes all responsibility of charges from any changes that occur in their contract with equipment provider if Big Daddy Drayage is not notified.

OTHER ACCESSORIALS

Scale

[\$35 Single and \$70 Light/Heavy] Additional Out-of-Route Mileage fees will be charged if stop offs require more than ten (10) miles out-of-route.

Stop Off At Container Yard

[\$100.00] Any delivery appointments before 10AM in New Jersey or New York City Boroughs will be accessed a \$100.00 stop off fee to meet specific delivery appointments. Any delivery appointments before 1PM <200 mile radius out of the state of New Jersey will be accessed \$100.00 stop fee to meet specific delivery appointments. Any container brought to our container yard for future delivery dates or cut off dates will be accessed \$100.00 stop off fee.

Lumper

[Cost, plus \$50] Big Daddy Drayage will pass through the cost of third-party unloading services, plus an additional \$50 administrative fee.

Cash Advances

[Cost, plus \$50] Fees are due whenever Big Daddy Drayage are required.

* One-way priced intermodal trucking moves over \$200 are subject to extended free time to front payment for per diem, detention, demurrage, and other fees that are due upon equipment pickup.

Storage

(\$25 per day) Big Daddy Drayage charge storage fees after 1 day when holding containers or trailers for deferred delivery at a later date. Big Daddy Drayage liability under such circumstances is that of the warehouseman.

Order Cancellation

[\$60 per cancellation] Fee is due when Customer cancels a shipment after dispatch. Additional fees may be due for Out-of-Route miles over the ten (10) miles. Other fees may also result from railroad non-use charges, driver detention, and/or storage.

Pier/Ramp Refusal

[\$90 per cancellation] Due when ramp or pier turns driver away due to improper documentation or lack of rail billing. There may be additional fees for more than ten (10) Out-of-Route miles, railroad non-use charges, driver detention, and/or storage.

Reconsignment

[\$90 per cancellation] Fee is due when Customer reconsigns a shipment after dispatch. Additional fees may be due for Out-of-Route miles over the ten (10) miles. Other fees may also result from railroad non-use charges, driver detention, and/or storage.



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Hazmat

[\$125 per shipment] Additional fees are due for shipments that include Hazardous Materials.

Liquor Fee

[\$25 per shipment] Fee is due for any shipment of liquor hauled by Big Daddy Drayage. Other fees may also result from railroad non-use charges, driver detention and/or storage.

Reefer

[\$125 per shipment] Additional fees are due for running refrigerated container or trailer.

Tarping

[\$100 per shipment] Services includes both on and off, if applicable.

C.O.D.

[\$35 per shipment] Cash On Delivery shipments will incur an additional administrative fee.

Layover

[\$150 per night] Additional fees are due whenever a driver is required to stay away from home overnight.

NON-STANDARD FEES

Chassis Usage

[Call for rates] Fees are charged whenever a steamship line or railroad does not provide a chassis for inland container intermodal trucking. Fees may include rental, leasing, detention, and/or mileage charges.

Tri-Axle or Spread Axle Usage

[\$125.00 per day] Charges will incur until container can be delivered to back to equipment provider.

Transloading

[Call for rates] Requires transferring shipment onto another container or trailer.

Steam Cleaning

[Call for rates] Additional fees apply to steam cleaning, reefer services, etc.

Pallet Exchange

[Call for rates] Additional fees apply for various pallet exchange programs, depending on the characteristics.

SPECIAL SURCHARGES

Fuel Surcharge

Based on Diesel Index issued by the Department of Energy, and updated monthly, will be applied to the amount invoiced.

Highway & Bridge Tolls

[Varies] In certain exceptional circumstances, Big Daddy Drayage charge additional fees for tolls that are not included in intermodal trucking rates.

Weekends & Holidays

[Varies] Additional fees may exist for some types of work that require additional driver pay.