

# Bedford Logistics, Inc. ("Bedford Logistics")

## Rules Circular

**Effective Date:** June 13<sup>th</sup>, 2017. This Rate Tariff replaces all prior Rules Circulars, and those issued previously are null and void. This Rules Circular may be changed from time to time in the sole discretion of Bedford Logistics. Bedford Logistics will endeavor to provide 30 days advance notice of such changes, however updated Rules Circulars will be available at all times at [www.rrconcepts.net](http://www.rrconcepts.net) and all services are subject to the Rules Circular as updated from time to time.

**Application of Charges:** The term "Customer" refers to the person or entity contracting to engage Bedford Logistics services with respect to a shipment, as well as any other person or entity having an interest in the cargo, including but not limited to a shipper, consignee, consignor, beneficial owner, ocean carrier, broker, third-party logistics provider (3PL), or intermodal marketing company (IMC). Charges for accessorial and other miscellaneous services included in the Bedford Logistics Rules Circular and Accessorial Summary are in addition to rates submitted to the customer. Such charges are the responsibility of the Customer paying the charges. To be valid and enforceable, an authorized Bedford Logistics representative must confirm, in writing, any mutually agreed upon exceptions to the terms, conditions, accessorial or other charges described in the Bedford Logistics Rules Circular and/or Accessorial Summary. Written contracts, special rate quotes, and other authorized written agreements will prevail over the Bedford Logistics Rules Circular and/or Accessorial Summary if any conflicts exist.

**Payment Terms:** Bedford Logistics may elect at their sole discretion to extend credit to Customer. All invoices are due and payable within fifteen (15) days of the invoice date, unless specified in writing otherwise. A finance and collection charge may be added to any invoice not paid within the agreed terms. An additional fee equal to one-third of total amount due will be added to any invoices that must be turned over to a collection agency, attorney, or other outside party for recovery. Bedford Logistics may assess an additional monthly interest charge of 1.5% plus prime for all outstanding invoices beyond terms. Customer may not "short pay" freight charges or deduct charges from their freight bills, unless authorized to do so in writing prior to the deduction. Customer waives its right to any contested cargo claim that is improperly set off against freight charges. Any freight bills not paid within sixty (60) days are subject to re-rating with all applicable discounts removed. Undiscounted amounts will be due at that time.

**Bill of Lading:** Customers should use the Standard Truckload Bill of Lading ("STBOL") whenever possible. Drivers will accept others bills of lading as receipt of goods only. The terms and conditions expressed on nonconforming bills of lading will not apply when they conflict with the terms and conditions of this Rules Circular.

**Substituted Service:** For their operating convenience, Bedford Logistics reserves the right to hire other qualified carriers as subcontractors to provide all or part of a given movement. Bedford Logistics agree to protect the rates set forth when substituted services are provided, and warrants that all terms, conditions, duties and obligations owed to the shipper by the Rules Circular, bill of lading, and/or contract will be provided.

**Acceptance of Service:** Loading of a trailer and release of driver implies acceptance of trailer/tractor condition. Any delays and/or additional charges incurred at the consignee due to trailer condition shall

be the responsibility of the shipper/customer. It is the shipper's responsibility to properly load and secure cargo.

**Cargo Claim Filing Requirements:** Customer must submit any timely claim relating to loss, damage, misdelivery, or delay to Bedford Logistics in writing, supported by relevant shipping documents. Any such claim for loss or damage must be submitted within nine (9) months of the date of delivery, and any claim for misdelivery or delay must be submitted within nine (9) months of the date on which delivery reasonably should have been made. Customer agrees that failure to submit a timely claim shall constitute a waiver of such claim, and shall be grounds for denial. In order to ensure timely presentation of a claim for loss or damage, Shipper shall inspect the shipment, or cause the shipment to be inspected, promptly upon delivery, and shall record, or have recorded, the results of such inspection. In the event the inspection reveals loss or damage to the shipment, then Customer shall transmit an initial notice of the loss or damage to Bedford Logistics within fifteen (15) days of the inspection.

For a claim arising from transportation arranged by Bedford Logistics as a broker of property (except for a claim alleging negligent selection), Bedford Logistics may assist Customer in preparing and/or presenting Customer's claim to the underlying motor or rail carrier. However, such assistance may be provided at Bedford Logistics's sole discretion, and by undertaking such efforts, Bedford Logistics shall not incur, or accept, or be deemed to accept any liability for the claim, and Bedford Logistics shall have no liability whatsoever to Customer for any missed deadlines for claim submission, and/or the expiration of any time period for filing suit. For a claim arising under the provisions above, Bedford Logistics shall pay, deny, or offer to settle a timely claim, in writing, within ninety (90) days of receipt.

Customer agrees that it shall have no longer than two (2) years from the date of shipment pick-up to initiate binding arbitration. As discussed more fully below, Bedford Logistics and Customer agree that all unresolved disputes for loss, damage, misdelivery, or delay, or negligent selection; will be settled by binding arbitration; provided that failure to submit a timely written claim under subsection (a) above, shall be an absolute bar to commencing a lawsuit or civil action against Bedford Logistics.

If Bedford Logistics pays or settles any claim, then Customer agrees as a condition of such payment or settlement to assign its rights in such claim to Bedford Logistics in writing in a manner acceptable to Bedford Logistics, and Customer shall cooperate with Bedford Logistics in seeking reimbursement from any underlying service provider.

**Carrier Selection:** Customer agrees and acknowledges that Bedford Logistics monitors Carrier 411 and thereby exercises commercially reasonable efforts to utilize safe carriers hereunder.

**Mexico Cargo:** Bedford Logistics does not accept legal liability for cargo loss or damage to shipments while traveling throughout Mexico. Trip insurance is available upon request, at Customer's expense.

**Transportation Delays:** Bedford Logistics will provide transportation with reasonable dispatch, and will use commercially reasonable efforts to meet all reasonable pickup and delivery appointments. However, Bedford Logistics does not guarantee adherence to any particular transit or appointment schedule, and is not liable for delay, interruption, or other failure to transport any shipment by any particular appointment time. Bedford Logistics is not liable for alternative transportation costs, or other direct expenses or consequential, special, indirect, or exemplary damages whether arising out of any delay to shipments or for any breach of contract, tort or otherwise, unless Customer has provided a prior written description of the nature and type of such potential delay-related damages, and a Bedford Logistics 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 consequential, special, indirect or exemplary damages.

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

**Accessorial Charges:** The rate table for Bedford Logistics policy is shown in the Bedford Logistics Accessorial Summary.

**Fuel Index:** The formula and rate table for Bedford Logistics policy is shown in the Bedford Logistics FSC Summary.

		TL
Border Crossing		\$ 100.00
COD Required (COD)	SVC	\$ 75.00
Detention free time		2 hours
Detention Max		\$ 350.00
Detention/hr		\$ 75.00
Driver assist		\$ 75.00
Driver Unload		\$ 125.00
Dropped Trailer	SVC	\$ 75.00
Excessive Length (over 12 feet)		N/A
Guaranteed Delivery	SVC	\$ 300.00
Hazmat	SVC	\$ 200.00
Holiday Delivery	SVC	\$ 250.00
Holiday Pickup	SVC	\$ 250.00
Inside Delivery	SVC	\$ 150.00
Inside Pickup	SVC	\$ 150.00
Layover		\$ 350.00
Lift Gate Destination	SVC	\$ 125.00
Lift Gate Origin	SVC	\$ 125.00
NY/NJ Congestion - Zips - 100-104, 106-107, 110-119	Lane	\$ 500.00
Pallet Exchange p/Pallet	SVC	\$ 7.50
Protected Service	SVC	
Reconsignment Charge		\$ 150.00
Redelivery		\$ 100.00
Residential Delivery	SVC	\$ 150.00
Residential Pickup	SVC	\$ 150.00
Rush Order Minimum		\$ 100.00
Rush Order		15%
Saturday Delivery	SVC	\$ 150.00
Saturday Pickup	SVC	\$ 150.00
Stop	Stop	\$ 75.00
Sunday Delivery	SVC	\$ 200.00
Sunday Pickup	SVC	\$ 200.00
Team Service p/Mile	SVC	\$ 0.25
Truck Not Used		\$ 150.00
Tradeshaw	SVC	\$ 150.00
Trailer Storage p/Day		\$ 250.00
Warehouse Transfer p/Pallet		\$ 6.25

LTL	
% - \$	Min
\$ 20.00	\$ 20.00
\$ 35.00	
1 hour	
\$ 350.00	
\$ 75.00	
15%	\$ 25.00
25%	\$ 35.00
\$75	
25%	\$ 50.00
15%	\$ 25.00
\$ 125.00	
\$ 125.00	
\$ 75.00	
\$ 75.00	
\$ 75.00	
\$ 75.00	
15%	\$ 25.00
\$ 7.50	
15%	\$ 20.00
\$ 50.00	
\$ 50.00	
\$ 75.00	
\$ 75.00	
\$ 75.00	
\$ 75.00	
Spot	
\$ 50.00	
\$ 45.00	
\$ 6.25	

DOE Index		% FSC
Start	End	
\$ 1.151	\$ 1.250	2.00%
\$ 1.251	\$ 1.320	2.50%
\$ 1.321	\$ 1.380	3.00%
\$ 1.381	\$ 1.440	3.50%
\$ 1.441	\$ 1.500	4.00%
\$ 1.501	\$ 1.550	4.50%
\$ 1.551	\$ 1.600	5.00%
\$ 1.601	\$ 1.650	5.50%
\$ 1.651	\$ 1.700	6.00%
\$ 1.701	\$ 1.740	6.50%
\$ 1.741	\$ 1.780	7.00%
\$ 1.781	\$ 1.820	7.50%
\$ 1.821	\$ 1.860	8.00%
\$ 1.861	\$ 1.900	8.50%
\$ 1.901	\$ 1.940	9.00%
\$ 1.941	\$ 1.980	9.50%
\$ 1.981	\$ 2.020	10.00%
\$ 2.021	\$ 2.060	10.50%
\$ 2.061	\$ 2.100	11.00%
\$ 2.101	\$ 2.140	11.50%
\$ 2.141	\$ 2.180	12.00%
\$ 2.181	\$ 2.220	12.50%
\$ 2.221	\$ 2.260	13.00%
\$ 2.261	\$ 2.300	13.50%
\$ 2.301	\$ 2.340	14.00%
\$ 2.341	\$ 2.380	14.50%
\$ 2.381	\$ 2.420	15.00%
\$ 2.421	\$ 2.460	15.50%
\$ 2.461	\$ 2.500	16.00%
\$ 2.501	\$ 2.540	16.50%
\$ 2.541	\$ 2.580	17.00%
\$ 2.581	\$ 2.620	17.50%
\$ 2.621	\$ 2.660	18.00%
\$ 2.661	\$ 2.700	18.50%
\$ 2.701	\$ 2.740	19.00%
\$ 2.741	\$ 2.780	19.50%
\$ 2.781	\$ 2.820	20.00%
\$ 2.821	\$ 2.860	20.50%
\$ 2.861	\$ 2.900	21.00%
\$ 2.901	\$ 2.940	21.50%
\$ 2.941	\$ 2.980	22.00%
\$ 2.981	\$ 3.020	22.50%
\$ 3.021	\$ 3.060	23.00%
\$ 3.061	\$ 3.100	23.50%
\$ 3.101	\$ 3.140	24.00%
\$ 3.141	\$ 3.180	24.50%
\$ 3.181	\$ 3.220	25.00%
\$ 3.221	\$ 3.260	25.50%

DOE Index		% FSC
Start	End	
\$ 3.261	\$ 3.300	26.00%
\$ 3.301	\$ 3.340	26.50%
\$ 3.341	\$ 3.380	27.00%
\$ 3.381	\$ 3.420	27.50%
\$ 3.421	\$ 3.460	28.00%
\$ 3.461	\$ 3.500	28.50%
\$ 3.501	\$ 3.540	29.00%
\$ 3.541	\$ 3.580	29.50%
\$ 3.581	\$ 3.620	30.00%
\$ 3.621	\$ 3.660	30.50%
\$ 3.661	\$ 3.700	31.00%
\$ 3.701	\$ 3.740	31.50%
\$ 3.741	\$ 3.780	32.00%
\$ 3.781	\$ 3.820	32.50%
\$ 3.821	\$ 3.860	33.00%
\$ 3.861	\$ 3.900	33.50%
\$ 3.901	\$ 3.940	34.00%
\$ 3.941	\$ 3.980	34.50%
\$ 3.981	\$ 4.020	35.00%
\$ 4.021	\$ 4.060	35.50%
\$ 4.061	\$ 4.100	36.00%
\$ 4.101	\$ 4.140	36.50%
\$ 4.141	\$ 4.180	37.00%
\$ 4.181	\$ 4.220	37.50%
\$ 4.221	\$ 4.260	38.00%
\$ 4.261	\$ 4.300	38.50%
\$ 4.301	\$ 4.340	39.00%
\$ 4.341	\$ 4.380	39.50%
\$ 4.381	\$ 4.420	40.00%
\$ 4.421	\$ 4.460	40.50%
\$ 4.461	\$ 4.500	41.00%
\$ 4.501	\$ 4.540	41.50%
\$ 4.541	\$ 4.580	42.00%
\$ 4.581	\$ 4.620	42.50%
\$ 4.621	\$ 4.660	43.00%
\$ 4.661	\$ 4.700	43.50%
\$ 4.701	\$ 4.740	44.00%
\$ 4.741	\$ 4.780	44.50%
\$ 4.781	\$ 4.820	45.00%
\$ 4.821	\$ 4.860	45.50%
\$ 4.861	\$ 4.900	46.00%
\$ 4.901	\$ 4.940	46.50%
\$ 4.941	\$ 4.980	47.00%
\$ 4.981	\$ 5.020	47.50%
\$ 5.021	\$ 5.060	48.00%
\$ 5.061	\$ 5.100	48.50%
\$ 5.101	\$ 5.140	49.00%
\$ 5.141	\$ 5.180	49.50%

Rates in Schedule 1 fuel surcharge in this will apply as a percentage of net line-haul transportation charges based on the following formula as a separate line item on each freight charge invoice:

- (a) The applicable fuel surcharge amount will be based on the national average diesel fuel price as reported each Monday by the Department of Energy (DOE) in its U.S. National Average Fuel Index.
- (b) The fuel surcharge rate will be adjusted and applied to shipments that originate on Tuesday of each week based on the U.S. National Average Fuel Index of the prior Monday.