

# Tiger Cool Express LLC

## Rules of Transportation

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## 1 GENERAL TERMS AND CONDITIONS

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### 1.1 Overview

The *Rules of Transportation* are intended to explain the terms and conditions under which Tiger Cool Express LLC (TCX) will manage transportation under a contractual arrangement known as a Basic Transportation Agreement (BTA); or an Individual Contract Holder's Agreement (ICA); any other written agreement; or by tendering a load subject to an order form, rate confirmation, email, or other document that references these *Rules of Transportation*. These rules apply for all shipments managed by TCX on the TCX transportation network. While TCX will attempt to provide notice in advance of changing, TCX reserves the right to change the *Rules of Transportation* without notice.

### 1.2 Description of Tiger Cool Express' Business

TCX is a manager of refrigerated and dry intermodal (rail, truck and ocean) transportation and a provider of intermodal equipment. It is not a common carrier, contract carrier or freight forwarder and laws applicable to these classes of transportation carrier do not apply to the service offered under our *Rules of Transportation*.

### 1.3 Contracts and the Rules of Transportation

Clients are referred to Contract Holders under these *Rules of Transportation*. Our underlying transportation services are contracted from Railroads, Draymen and Trucking Companies using TCX controlled equipment. The signatories of the Basic Transportation Agreement agree to abide by the TCX *Rules of Transportation* which can be found at the TCX website, [www.tigercoolexpress.com](http://www.tigercoolexpress.com) and those of TCX's underlying carriers. All carriers used by TCX to transport shipments have rules and charges relating to accessorial issues. Unless these charges were caused solely by TCX, the Contract Holder is responsible for accessorial charges.

#### 1.3.1 Contracts with Rail Transportation Providers

TCX has entered into rail contracts with BNSF, Union Pacific, CSX, FEC, CN, CP and NS railroads. All shipments managed by TCX are subject to the terms, conditions, limitations and procedures of Intermodal Circulars of the rail carriers participating in these movements as well as the Intermodal Safe Container Act.

#### 1.3.2 Contracts with Dray Carriers

A contractual relationship exists between TCX and selected Dray Carriers. These contracts include drayage transportation agreements setting forth the terms and conditions governing transportation provided by the Dray Carriers and the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA"). The UIIA governs the right and obligations of TCX and dray Carriers respecting the use of Dray Carriers relative to the use of TCX containers. TCX containers may not be interchanged to a Dray Carrier who is not a signatory to the UIIA, and has not signed TCX's Addendum.

## Tiger Cool Express LLC Rules of Transportation

### **1.4 Rates, Charges and Credit**

#### **1.4.1 Rates**

Rates exist for their specified published duration and include pick-up and/or delivery. Rates are either contractually agreed upon or based on TCX rate confirmation. Market conditions, advance notifications, and capacity result in dynamic rates unless contracted. Unless specifically stated otherwise, all rates are based on live loading and live unloading.

#### **1.4.2 Fuel Surcharges**

TCX assesses a fuel surcharge on transportation rates using the Weekly U.S. National Average Retail On-Highway Diesel Price published by the department of Energy which can be accessed at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel/asp>. The matrix used to determine the fuel charge can be accessed at [www.tigercoolexpress.com](http://www.tigercoolexpress.com) and is included as Appendix A of this document. The TCX fuel surcharge will be calculated each Tuesday, and the resulting fuel surcharge percentage will become effective the following Monday unless Monday is a holiday in which case the new fuel surcharge will be effective on Tuesday. The resulting surcharge percent will apply to net line-haul charges only; no surcharge shall apply to accessorial charges unless specifically listed in this document.

#### **1.4.3 Payment Terms**

Invoices are due to be paid within twenty-one (21) calendar days of the invoice date.

#### **1.4.4 Late Fee**

There will be a one point five (1.5%) per cent charge on all invoices paid later than thirty (30) days after the invoice date. An additional one point five per cent (1.5%) will be assessed on a compounded basis every thirty days thereafter that the bill is not paid.

#### **1.4.5 Failure to Pay**

Failure by the Contract Holder to pay billed charges within the specified credit period will result in a lien by TCX against future shipments.

### **1.5 Contract Holder Guarantees Collect Shipments**

The Contract Holder guarantees all freight charges including those which move on a freight collect basis.

### **1.6 Bills of Lading and Other Documents**

Load tenders, also known as orders, govern TCX shipments and service. If, at the time of submission of shipment tender, any additional documents are included such as a uniform bill of lading or shippers bill of lading, regardless of whether they have been accepted or signed by TCX or TCX's contracted carriers, the documents will serve only as a receipt indicating transfer of the shipment but not constitute verification by TCX of the nature, condition, weight, volume or number of the shipment's contents and these documents will not govern services managed by TCX. Rules of Transportation and contract terms supersede additional contract terms specified on load tenders. However, terms specific to the load, such as temperature and handling requirements, will apply per the load tender.

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### **1.7 Free Time for Loading and Unloading**

#### **1.7.1 Time Allowed**

TCX allows two (2) hours of free time for loading and two (2) hours of free time for unloading of shipments picked up and delivered on behalf of the contract holder. The two (2) hours is a total number of free time hours for all stops on a multiple stop pickup or delivery.

#### **1.7.2 Calculation of Time at Pickup**

Such time is calculated for loading upon the later of the time that the contracted draymen arrives for the on-time appointment delivery or the time of the appointment itself and the time the contracted draymen or trucker is released from loading with proper paperwork.

#### **1.7.3 Calculation of Time at Delivery**

For delivery, the free time is calculated from the time the contracted draymen arrives for the delivery or the delivery appointment time and the time the empty equipment is released to leave the premises.

### **1.8 Services Included in Rates**

Rates do not include accessorial fees such as loading or unloading of the container, lumper fees, or driver load and count unless specified in the rate confirmation. The Contract Holder is responsible for all ancillary and related charges for the movement of the shipment.

### **1.9 Peak Season Surcharge**

TCX may assess a peak season surcharge for periods of unusual demand as TCX deems appropriate for market conditions. A Peak Season Surcharge will be assessed on every shipment tendered after the effective date of the surcharge. Any Peak Season Surcharge will be announced seven days before the effective date.

### **1.10 Disclaimer of Certain Damages**

TCX will not be liable for any loss of profits or special, consequential, or indirect damages, including (but not limited to) loss of business; loss of business opportunities; loss of customer goodwill or punitive or exemplary damages; penalties, damages and/or claims for which the contract holder is liable to its customer; or the costs and expenses in providing or securing substitute revenues or substitute service providers, even if TCX has been advised of the possibility of such damages, and without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, or otherwise).

Furthermore, TCX will not be liable for any loss, liability, expense or claims arising out of: (1) the design, packaging, labeling, manufacture, distribution, marketing, consumption, use or sale of the goods transported; (2) infestation, contamination, property damage or personal injury caused by the goods transported; (3) product recalls or product liability claims involving the goods transported; or (4) customer's failure to provide timely and accurate descriptions of the commodities being transported.

## **2 FREIGHT CLAIMS**

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### **2.1 Role of TCX**

The Contract Holder understands that TCX is a manager of transportation and an equipment provider; it is not a carrier or freight forwarder. As such it has no responsibility for loss or damage to the Contract Holder's freight unless the loss or damage can be attributed to the direct negligence of TCX. The rail and dray providers accept certain responsibility for the loss or damage to the freight of TCX Contract Holders while it is in their possession. TCX will assist the Contract Holder in the proper placement of a claim should one occur while the freight is under the management of TCX.

### **2.2 Limits of Liability**

Unless otherwise agreed in writing, TCX's maximum cargo liability is \$100,000 per container for losses occurring in the USA. TCX is not liable for cargo loss or damage that occurs in Mexico. Excess value liability is not available at rates quoted with \$100,000 maximum cargo liability. If Contract Holder would like excess value liability, Contract Holder must provide 5 business days' advance notice, obtain a special rate quotation, and enter into a written agreement expressly stating that excess value liability will apply.

## **3 SHIPPING INSTRUCTIONS**

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Shipping instructions should be provided electronically through EDI transmission or via email to [loadtender@tigercoolexpress.com](mailto:loadtender@tigercoolexpress.com).

### **3.1 Required Information**

The following information is required in the shipping instructions in order to submit orders with TCX:

- a. Name of Contract Holder;
- b. Telephone number of Contract Holder's office providing shipping instructions;
- c. Quote Number for shipment;
- d. Commodity description;
- e. Exact lading weight in pounds (including pallets and shipping materials);
- f. Origin pick-up address and contact phone number;
- g. Destination delivery address and contact phone number;
- h. Temperature setting requirements;
- i. Any special routing or handling instructions (such as fumigation, etc.); and,
- j. Any other contact number that will assist in the handling of pick-up and delivery appointments.

### **3.2 Acceptance**

No order will be accepted without the Contract Holder being properly registered with TCX. Proper registration includes the Contract Holder

- a. Signing a Basic Transportation Agreement (BTA), Individual Contract Holder Agreement (ICA) or by tendering a load subject to an order form, quote, rate confirmation, email, or other document that references these *Rules of Transportation* ;
- b. Being granted credit by TCX's Chief Financial Officer or his designate and not exceeding credit granted; and,
- c. Establishing specific rate quotations for the commodity and origin and destination points of the electronically submitted order.

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Specific commodity descriptions and STCC numbers are a requirement for transit. If the Contract Holder has questions about this they should be addressed with their sales person or the National Operations Center before the order for transit is booked.

### **3.3 Timeliness of the Order**

Orders should be electronically booked at least two (2) business days in advance of the pick-up appointment.

### **3.4 Cancellation or Diversion of Orders**

Orders should be cancelled at least twelve (12) hours in advance of a pick-up appointment. Orders cancelled closer to appointment time may be assessed the actual cost incurred of dispatching equipment to pick up the order. Diversions will not be accepted once the container enters the origin in-gate of the railroad. See standard accessorial charges for more detailed information on reconsignment and diversion.

### **3.5 Corrections**

Any correction to the order after its electronic submission to TCX will be assessed the cost of additional or corrective transport measures plus a \$100 administrative fee.

## **4 TRANSPORTATION OBLIGATION**

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### **4.1 No Dispatch, Schedule or Transit Time Guarantee**

TCX will manage transportation with reasonable adherence to the Contract Holder's specifications and TCX's quoted transit schedules but will not guarantee the adherence to a specific train or truck schedule. From time to time TCX may provide the Contract Holder with estimated train schedules or truck transit estimates, however, TCX reserves the right to forward a shipment by any Carrier, route or mode between the point of pick-up and the point of destination in order to affect delivery.

### **4.2 Freight Transportation Network**

TCX maintains the right to cancel or change service involving any network point or any service offering. TCX will not be liable for any increased transportation costs, expenses or consequential damages that may result from service changes or discontinuation.

## **5 HAZARDOUS MATERIALS**

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### **5.1 Forbidden Movement**

Because TCX is a manager of fresh food and produce transportation, hazardous materials are expressly forbidden to be carried in its equipment. There are no exceptions.

### **5.2 Reporting**

Failure of the Contract Holder to declare a shipment as containing Hazardous Materials will result in an administrative charge of \$15,000. The Contract Holder may be further liable for damages from any underlying carrier.



## **6 REJECTION OF SHIPMENTS**

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TCX and underlying Carriers reserve the right to reject any shipment or order that does not comply with the provisions of the *Rules of Transportation*. Failure to reject a shipment or order does not constitute a waiver of the Contract Holder's liability or the right of TCX to seek indemnity from the Contract Holder for non-compliance with its obligations.

## **7 CONTRACT HOLDERS RESPONSIBILITY**

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### **7.1 Loading, Blocking and Bracing**

#### **7.1.1 Contract Holder Responsibility**

The Contract Holder has the responsibility to make sure that the freight is packaged, loaded, secured, blocked and braced within the container in a manner to prevent shifting during intermodal transportation in accordance with these Rules and the underlying rail carriers' Intermodal Rules Circular in a manner that will minimize damage to the cargo and the container.

#### **7.1.2 Contract Holder Warranties**

By tendering an order to TCX the Contract holder warrants that shipment will be properly loaded for intermodal transportation in accordance with these Rules and the Intermodal Rules Circulars of the underlying railroads as well as the Association of American Railroads' *Intermodal Loading Guide for Products in Closed Trailers and Containers* available at [www.railinc.com](http://www.railinc.com) or the Association of American Railroads.

### **7.2 Weight Distribution and Gross Weight and Axle Overweight Conditions**

- a. The gross weight of the container and its contents may not under any circumstances exceed state and federal laws governing the weight or the prescribed carrying weight of the container.
- b. The weight of the lading and shipping materials may not exceed 43,200 pounds.
- c. The total weight of the container, chassis and lading may not exceed 64,000 pounds.
- d. Freight weight must be evenly distributed between the rear tires and kingpin.
- e. Neither TCX nor any of its underlying carriers will be responsible for any weight violation due to weight of the product and shipping materials. Contract Holders will be responsible for all costs and liability arising out of overweight condition of the equipment including fines or penalties, repair of damaged equipment, storage and redelivery charges, loss and damage of freight and adjustment and trans-load services expenses.

### **7.3 Loaded Forklifts and Floor Ratings**

The Contract Holder must insure that properly rated forklifts are used to load and unload lading not to exceed the floor rating of the container. The floor rating, which is the maximum weight that the floor can support, may be found on the inside door of the container. The Contract Holder will be responsible for any damage as a result of improper forklift weight.

**7.4 Contract Holder's Responsibility for Compliance with the Intermodal Safe Container Act of 1992**

The Contract Holder will ensure that the container complies with applicable highway weight laws and the Intermodal Safe Container Transport Act of 1992, as amended. This includes, but is not limited to, notification of weight and contents of the container. If the Dray Carrier is fined for noncompliance, the Dray Carrier will have the right to recover its incurred losses from the Contract Holder.

**7.5 Cross Vans**

For all dropped containers, it is the Contract Holder's responsibility to advise the correct disposition for each shipment by referencing the associated loaded container number, TCX load number, and load tender.

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**8 FOOD SAFETY AND MODERNIZATION ACT (FSMA) AND SANITARY FOOD TRANSPORTATION ACT (SFTA)**

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**8.1 TCX Responsibilities Under FSMA and SFTA**

As an asset based broker subject to FSMA and SFTA, Tiger Cool Express, LLC shall verify that the refrigerated reefer units are sanitary and meet appropriate specifications for operating temperatures.

**8.2 Shipper to Shipper Relationship**

The relationship between contract holder and TCX is shipper to shipper per FSMA. Contract holder will provide TCX with temperature requirements and any additional specifications.

**8.3 Loader Acceptance**

Loader must inspect container to verify that the equipment is clean and operating normally. Non-rejection of empty containers at loading facility implies acceptance of both material cleanliness and acceptable pre-cooling.

**8.4 Quality Assurance**

In the event an issue arises that could jeopardize the material condition of the cargo, TCX will inform the contract holder who will determine the correct course of action to comply with FSMA standard guidelines as outlined in 76 FR 25538, 21 CFR 1.

**8.5 Allergen Segregation Requirements**

The shipping warehouse and the associated loaders will assure compliance with allergen segregation prior to and during loading as part of their general mitigation plan.

**8.6 Railroad Seal Application and Control**

TCX will conform to the criteria specified by the railroads in terms of seal application and control.

**8.7 Lumper Repayment**

Lumper repayment or reimbursement of lumpers provided by shipper or receiver does not constitute a change in TCX status from solely shipper to a receiver or loader.

**8.8 Tender and Bill of Lading**

Contract holder shall provide temperature and any other special instructions on the tender. TCX will not handle shipments where temperature has not been specified on the load tender. Bill of lading shall be accurate as to commodity and volume. Shipper must notify TCX if the shipment contains a FSMA-defined allergen when tender is sent.

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**9 STANDARD ACCESSORIAL CHARGES**

**9.1 Driver and Equipment Detention**

Free time included in the rate: Two (2) hours. Detention for the first hour or any portion thereof: \$100.00  
Every quarter hour thereafter: \$25.00

Detention begins at the time of specific appointment (providing driver arrived on time) or at time of arrival for FCFS appointments within specified timeframe. Arrival time governed by Tiger Cool Express geofence passing records.

**9.2 Driver Assist/Lumpers**

Includes Driver Load, Driver Unload, Assist, and Tailgating: \$100 per hour for the first hour or any portion thereof and \$25 per fifteen (15) minutes thereafter.

Lumpers are actual cost per valid receipt + \$25 handling fee.

**9.3 Container Drop Demurrage/Rail Ramp or Yard Storage**

The Container Drop Demurrage surcharge of \$250 per day, or portion thereof, is applied 48 hours after a container is dropped per the Contract Holder's request and shall be applied for every 24 hours thereafter if the refrigeration unit is in use. For a non-running reefer the Container Drop Demurrage surcharge will be \$150 per day, or portion thereof, applied 48 hours after the container is dropped, and shall be applied for every 24 hours thereafter. If the Contract Holder has a fuel requirement on dropped containers, this should be communicated in writing to TCX prior to the drayman's departure. The contract holder is responsible for notifying TCX in writing of the empty or loaded release of the container.

Rail Ramp or Yard Storage will be applied at midnight, 24 hours after notification with a surcharge of \$200 per day. Rail Ramp or Yard Storage occurs when a delivery is refused or delayed due to Contract Holder or consignee request or inability to receive shipment during the scheduled delivery period.

**9.4 Restacking of Refused Product**

Restack and securement of refused product. Cost plus \$100 handling fee (subject to a minimum of \$250).

**9.5 Diversion**

Applies when Contract Holder requests shipments are sent to a consignee or location other than shown on the original shipping order.

Once the shipment has left for the first loading facility, the shipment will incur a flat fee of \$100 in addition to a diversion fee: \$2.50 per mile, using PC Miler Practical Miles, current version (plus TCX's current fuel surcharge). There will also be a stop-off charge, as applicable, assessed per article 9.7.

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### **9.6 Equipment Ordered and Not Used**

Occurs when order is cancelled less than twelve (12) hours from pick-up time. A charge of \$2.50 per mile for actual miles, where applicable, will be assessed. Mileage is calculated using PC Miler Practical Miles, current version (plus TCX's current fuel surcharge). This charge is subject to a \$250 minimum.

### **9.7 Stop-off Charge**

All loads are quoted from a specific, single origin point to a specific, single destination point ("Route Miles") and based on PC Miler, Practical Miles, current version unless specified in rate confirmation. Additional stops will be charged as follows: First Stop: \$100; Second Stop: \$200; Third Stop: \$300; and Fourth and any additional stops: \$500. An additional charge of \$2.50 per out of route mile will also apply, using PC Miler Practical Miles, current version (plus TCX's current fuel surcharge). Out of route miles will be calculated based on actual drayage miles required in addition to Route Miles.

### **9.8 Lavover Charge**

A flat \$500 charge is applied for overnight delay when incurred to provide a requested or required service at origin, destination in connection with a refused or rejected shipment, or for overweight rework.

### **9.9 Overweight Rework**

Applies when a scale is requested or required to assure that the load is street legal weight (gross vehicle weight and axle weight), and there are no on-site scales available. Maximum payload – 42,500 pounds (to include pallets, dunnage, etc.).

Loads from, to, or through California must meet California Bridge Laws.

Billed at actual cost: Empty/Loaded: \$100; Return for rework: \$100; Out of Route miles: \$2.50/mile

### **9.10 Redelivery**

A charge of \$2.50 per PC Miler Practical Miles, current version (plus TCX's current fuel surcharge) subject to a minimum of \$350 per occurrence, plus any applicable storage or equipment per diem charges incurred while awaiting redelivery after refusal of original delivery by Consignee.

### **9.11 Out of Route Miles**

Out of route miles occur when additional stops are requested by the Contract Holder, or Contract Holder directs TCX to a location outside of the point-to-point quoted route (this may include reconsignment, diversion, and any multi stop that is not in the direct path of the furthest point and the ramp used). Out of Route miles will be calculated using PC Miler, Practical Miles, current version. The mileage will be charged at a rate of \$2.50 per mile (plus current TCX fuel surcharge).

### **9.12 Removal of Dunnage or Debris/Disinfection/Dumped or Disposed of Product**

A flat \$150 charge will be applicable when debris or dunnage needs to be removed from the container and disposed of.

Organic debris will require a \$100 disinfection fee in addition to the debris removal.

When Tiger Cool Express is requested to dispose of a product, the actual cost plus a flat fee of \$100 will be charged. The dumping or disposal of a product could also incur additional drayage to/from the disposal site.

**9.13 Equipment Misuse Charge**

An equipment misuse occurs when a container is moved, returned to, or left at any location without prior approval from Tiger Cool Express. A charge of \$1,000 plus any damage to the equipment or missing commodity will apply for each occurrence of equipment misuse.

**9.14 Telematics Data**

A flat fee of \$150 will be assessed for every reefer temperature history download requested. Reefer downloads will be provided within 14 calendar days of request.

**9.15 In House and Federal Inspections**

Occurs when the Contract Holder requests TCX to inspect the load or a FDA inspection is initiated: \$100 flat fee plus the cost of inspection and any applicable detention hourly charges. If an additional stop is required for inspection, applicable stop-off fees and out of route mileage fees will apply.

**9.16 New York Metropolitan Area Surcharge**

This surcharge is for loads that are ordered to be picked up or delivered in the five New York City boroughs or Long Island: \$650 charge

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**10 GENERAL PROVISIONS**

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**10.1 Severability**

If a court of competent jurisdiction finds that any provision of these Rules is invalid or unenforceable, such provision shall be ineffective as to such jurisdiction, without invalidating the remaining provisions of these Rules or affecting the validity or enforceability of such provision in any other jurisdiction. Furthermore, if such provision could be more narrowly drawn so as not to be invalid or unenforceable in such jurisdiction, it shall be so narrowly drawn as to such jurisdiction, without invalidating the remaining provision of these Rules or affecting the validity or enforceability of such provision or any other provision in any other jurisdiction.

**10.2 Waiver**

A failure by TCX to enforce strictly any provision of these Rules shall not be construed to be a waiver of that provision or as excusing future performance in accordance with the provisions of these Rules.

**10.3 Cumulative Remedies**

All remedies are cumulative, are in addition to any other remedies provided for by law or in equity, and, to the extent permitted by law, may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Without limiting the generality of the foregoing, the assessment or collection by TCX of an administrative charge or other fee set forth in these Rules shall not affect or limit the right of TCX to exercise any other right or remedy.

**10.4 Liquidated Damages**

In a number of sections of these Rules are set forth administrative charges that TCX may assess in connection with specified incidents of noncompliance with these Rules. The Contract Holder acknowledges that TCX will incur administrative and other internal costs in dealing with the Contract Holder's failure to comply with the specified sections of these Rules and that it is difficult to quantify precisely the cost of the

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administrative burden imposed on TCX in advance. Such administrative charges are intended to approximate to the internal costs incurred by TCX and are liquidated damages for such noncompliance, not a penalty.

### **10.5 Amendments to these Rules**

TCX may change or replace these Rules from time to time without advance notice by posting the revised Rules on our website. Contract Holders are advised that the terms, conditions, charges and services in effect on the date of the tender of the shipment shall apply, and Contract Holders will have a continuing obligation to obtain and be aware of the version of these Rules in effect on the date of tender.

### **10.6 Variations from these Rules**

Other than changes to these Rules by TCX, these Rules may be amended, modified, waived or varied only through an Independent Contract Holders Agreement, or other written agreement signed by a duly authorized representative of TCX.

### **10.7 Interpretation**

Specific provisions in these Rules take precedence over general provisions. The use in these Rules of the term “including” means in every instance “including, but not limited to.” The headings in these Rules are for convenience of reference only and will not govern or affect the interpretation of any of the terms or provisions of these Rules. Terms used in the plural shall include the singular and vice versa.

### **10.8 Governing Law**

Any dispute arising in connection with a Transportation Agreement, these Rules and/or the transportation and other services provided by TCX shall be governed by and interpreted in accordance with the laws of the State of Delaware.

### **10.9 Force Majeure**

TCX shall be excused from performing its obligations to a Contract Holder under a Transportation Agreement, including these Rules, if it or an underlying Carrier is prevented or delayed by force majeure conditions beyond its reasonable control, including fire or explosions; lockouts, strikes, slowdowns, labor shortages or disturbances; acts of God, including floods, hurricanes, tornadoes, earthquakes, unusually severe weather and natural disasters; war, insurrection, sabotage, terrorism or riots; acts of the public enemy; acts of governmental authority, including closure of roads due to vehicular accident, re-routing, detours, repair of roads, police action closing facilities, or the United States Department of Homeland Security; embargo; congestion or service issues affecting the underlying Carriers; and epidemics or quarantine restrictions.

### **10.10 Signing Authority**

Only executive officers of TCX (CEO, CFO, COO) have signing authority for contractual documents. This authorization cannot be delegated.

Tiger Cool Express LLC Rules of Transportation

**APPENDIX A: FUEL SURCHARGE**

<b>Tiger Cool Express LLC</b>								
The following prescribed "percent of net revenue per vehicle use" surcharge shall apply and be added to the otherwise applicable freight.								
<u>Fuel Price (cents/gal)</u>		<u>Adjustment Surcharge (percent %)</u>	<u>Fuel Price (cents/gal)</u>		<u>Adjustment Surcharge (percent %)</u>	<u>Fuel Price (cents/gal)</u>		<u>Adjustment Surcharge (percent %)</u>
\$0.00	\$1.239	0.00%	\$2.48	\$2.519	17.77%	\$3.76	\$3.799	35.05%
\$1.24	\$1.279	1.03%	\$2.52	\$2.559	18.31%	\$3.80	\$3.839	35.59%
\$1.28	\$1.319	1.57%	\$2.56	\$2.599	18.85%	\$3.84	\$3.879	36.13%
\$1.32	\$1.359	2.11%	\$2.60	\$2.639	19.39%	\$3.88	\$3.919	36.67%
\$1.36	\$1.399	2.65%	\$2.64	\$2.679	19.93%	\$3.92	\$3.959	37.21%
\$1.40	\$1.439	3.19%	\$2.68	\$2.719	20.47%	\$3.96	\$3.999	37.75%
\$1.44	\$1.479	3.73%	\$2.72	\$2.759	21.01%	\$4.00	\$4.039	38.29%
\$1.48	\$1.519	4.27%	\$2.76	\$2.799	21.55%	\$4.04	\$4.079	38.83%
\$1.52	\$1.559	4.81%	\$2.80	\$2.839	22.09%	\$4.08	\$4.119	39.37%
\$1.56	\$1.599	5.35%	\$2.84	\$2.879	22.63%	\$4.12	\$4.159	39.91%
\$1.60	\$1.639	5.89%	\$2.88	\$2.919	23.17%	\$4.16	\$4.199	40.45%
\$1.64	\$1.679	6.43%	\$2.92	\$2.959	23.71%	\$4.20	\$4.239	40.99%
\$1.68	\$1.719	6.97%	\$2.96	\$2.999	24.25%	\$4.24	\$4.279	41.53%
\$1.72	\$1.759	7.51%	\$3.00	\$3.039	24.79%	\$4.28	\$4.319	42.07%
\$1.76	\$1.799	8.05%	\$3.04	\$3.079	25.33%	\$4.32	\$4.359	42.61%
\$1.80	\$1.839	8.59%	\$3.08	\$3.119	25.87%	\$4.36	\$4.399	43.15%
\$1.84	\$1.879	9.13%	\$3.12	\$3.159	26.41%	\$4.40	\$4.439	43.69%
\$1.88	\$1.919	9.67%	\$3.16	\$3.199	26.95%	\$4.44	\$4.479	44.23%
\$1.92	\$1.959	10.21%	\$3.20	\$3.239	27.49%	\$4.48	\$4.519	44.77%
\$1.96	\$1.999	10.75%	\$3.24	\$3.279	28.03%	\$4.52	\$4.559	45.31%
\$2.00	\$2.039	11.29%	\$3.28	\$3.319	28.57%	\$4.56	\$4.599	45.85%
\$2.04	\$2.079	11.83%	\$3.32	\$3.359	29.11%	\$4.60	\$4.639	46.39%
\$2.08	\$2.119	12.37%	\$3.36	\$3.399	29.65%	\$4.64	\$4.679	46.93%
\$2.12	\$2.159	12.91%	\$3.40	\$3.439	30.19%	\$4.68	\$4.719	47.47%
\$2.16	\$2.199	13.45%	\$3.44	\$3.479	30.73%	\$4.72	\$4.759	48.01%
\$2.20	\$2.239	13.99%	\$3.48	\$3.519	31.27%	\$4.76	\$4.799	48.55%
\$2.24	\$2.279	14.53%	\$3.52	\$3.559	31.81%	\$4.80	\$4.839	49.09%
\$2.28	\$2.319	15.07%	\$3.56	\$3.599	32.35%	\$4.84	\$4.879	49.63%
\$2.32	\$2.359	15.61%	\$3.60	\$3.639	32.89%	\$4.88	\$4.919	50.17%
\$2.36	\$2.399	16.15%	\$3.64	\$3.679	33.43%	\$4.92	\$4.959	50.71%
\$2.40	\$2.439	16.69%	\$3.68	\$3.719	33.97%	\$4.96	\$4.999	51.25%
\$2.44	\$2.479	17.23%	\$3.72	\$3.759	34.51%			

The TCE fuel surcharge will be based on the national average using the Department of Energy Fuel Price Index. It will be calculated each Tuesday, and the resulting fuel surcharge percentage will become effective the following Monday unless Monday is a holiday in which case the new fuel surcharge will be effective on Tuesday.

The resulting surcharge percent will apply to net line-haul charges only; no surcharge shall apply to accessorials in the TCX Rules of Transportation.

Tiger Cool Express LLC Rules of Transportation

**APPENDIX B: ACCESSORIAL AGREEMENT**

<b>Driver Detention / Stand by Time</b>	<p>First 2 hours free</p> <p>First hour or any portion thereof</p> <p>Every quarter hour after</p> <p>Detention begins at the time of specific appointment (providing driver arrived on time) or at time of arrival for FCFS appointments within specified timeframe. Arrival time governed by Tiger Cool Express geofence passing records.</p>	<p>\$100</p> <p>\$25</p>
<b>Driver Assist</b>	Driver (un)loading – First hour, or any portion thereof Per 15 minutes thereafter	\$100 \$25
<b>Lumpers</b>	Lumpers are actual cost per valid receipt + \$25 handling fee	Cost
<b>Container Drop Demurrage</b>	Will be applied 48 hours after a container is dropped per the Contract Holder’s request and shall be applied for every 24 hours thereafter Reefer not running Reefer running	\$150 \$250
<b>Rail Ramp or Yard Storage</b>	Will be applied at midnight, 24 hours after notification. Rail Ramp and Yard Storage occurs when a delivery is refused or delayed due to Contract Holder or consignee request or inability to receive shipment during the scheduled delivery period.	\$200 per day
<b>Restacking of Refused Product</b>	Restack and securement of refused product. Cost + \$100 handling fee (Subject to a minimum of \$250)	\$250 minimum
<b>Diversion</b>	A flat fee of Plus a per mile charge Plus applicable stop-off charges  Occurs when Contract Holder requests shipments sent to a consignee or location other than shown on the original shipping order once the shipment has left the loading facility.	\$100 \$2.50/mi*
<b>Equipment Ordered and Not Used</b>	On a per mile basis Subject to minimum charge of  Occurs when order is cancelled less than twelve (12) hours from pick-up time.	\$2.50/mi* \$250
<b>Stop-Off Charge</b>	Stop off (enroute to final destination) – 1 <sup>st</sup> stop (2 hours free time) 2 <sup>nd</sup> stop (1 hour free time) 3 <sup>rd</sup> stop (1 hour free time) 4 <sup>th</sup> stop and any additional stops  Out of route miles may also apply.	\$100 \$200 \$300 \$500  \$2.50/mi*
<b>Layover Charge</b>	Applied for overnight delay when incurred to provide a requested or required service at origin, destination in connection with a refused or rejected shipment, or for overweight rework.	\$500
<b>Overweight Rework</b>	Maximum payload – 42,500 lbs (to include pallets, dunnage, etc.) Applies when a scale is requested or required to assure that the load is street legal weight (gross vehicle weight and axle weight), and there are no on-site scales available.  Loads from, to, or through California must meet California Bridge Laws.  Billed at actual cost:  Empty/Loaded Return for rework Out of route miles	\$100 \$100 \$2.50/mi*



## Tiger Cool Express LLC Rules of Transportation

<b>Redelivery</b>	On a per mile basis Subject to a minimum of  Plus any applicable storage or equipment per diem charges incurred while awaiting disposition after refusal of original Consignee.	\$2.50/mi* \$350
<b>Out of Route Miles</b>	When an additional stop is required, or when Contract Holder directs that a container reroute to locations outside of the quoted lane (including, but not limited to, diversion)	\$2.50/mi*
<b>Removal of Dunnage/Debris</b>	Cost plus \$100 (Subject to a minimum of \$150)	\$150 minimum
<b>Disinfection</b>	Occurs when debris or dunnage needs to be removed from container and is composed of Organic debris will require a disinfection fee in addition to the debris removal	\$100
<b>Dumped or Disposed of Product</b>	When TCX is requested to dispose of a product the actual cost of the disposal Plus a flat fee Could include dray to/from disposal site	Cost \$100
<b>Equipment Misuse</b>	A flat fee per occurrence plus any damage to the equipment or missing commodity  Occurs when a container is moved, returned to, or left at a location without prior written approval from Tiger Cool express.	\$1,000 Per occurrence
<b>Telematics Data</b>	A flat fee of \$150 will be assessed for every reefer temperature history download requested.  Reefer downloads will be provided within 14 calendar days.	\$150
<b>In House and Federal Inspection</b>	A flat fee of  Plus actual cost, occurs at Contract Holder's request	\$100 Cost
<b>New York Metropolitan Area Surcharge</b>	Occurs when loads are ordered to be picked up or delivered in the five New York City boroughs or Long Island  3 digit Zips: 100-104 & 110-119	\$650