

Delta Trucking Service, Inc.’s

101 Rules Tariff

The rates, rules, and other provisions set forth in this Tariff shall apply to all carriage tendered to DELTA **INTRASTATE, INTERSTATE, and FOREIGN COMMERCE.**

INTRODUCTION

This Tariff publication contains an explanation of the conditions of carriage and carriage arrangement that apply to all services provided by Delta Trucking Service, Inc. (“DELTA”).

The information contained in this Tariff or as subsequently revised, and any rates or charges contained herein, and/or rates and information in computerized data format, are the sole property of DELTA. All rates and quotes are subject to periodic revisions, increases, and restructuring. It is the Customer’s sole responsibility to read and confirm all ITEMS related to this Tariff, as modified from time-to-time, for any load tendered to DELTA

DEFINITIONS

The term:

- A. **“Customer”** shall mean (i) the shipper; receiver; customer; broker; or freight forwarder hiring DELTA to transport or arrange for the transport of the goods; (ii) the third-party payor of the transportation services provided by DELTA; or (iii) any entity receiving the benefit of such services.
- B. **“Container”** shall mean trailers, chassis, ISO-containers, containers, and other such trailer equipment.

APPLICATION OF TARIFFS

The ITEMS set forth in this Tariff shall apply to all shipments transported or arranged by DELTA or the applicable entity identified under each ITEM regardless of the origin or destination.

ITEM 1.0 – Delta’s Liability for Cargo Loss and Damage Claims and Limitations of Liability

- A. For shipments transported by DELTA as a motor carrier under its applicable operating authority, and subject to ITEM 3.0 below:
 - 1. DELTA will assume liability for cargo loss and damage claims under the federal laws applicable to common carriage in effect on the date of the shipment, including specifically 49 U.S.C. 14706 (the “Carmack Amendment”). Consistent therewith, DELTA shall not be liable for any loss or damage to a shipment or for any delay caused by an act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of the Customer.
 - 2. Unless otherwise detailed in this Tariff, DELTA’s liability for cargo loss and damage begins upon signing the receipt or bill of lading for cargo it receives for transportation and terminates upon delivery of the cargo at destination. DELTA assumes no liability for cargo loss or damage while at the facility of the Customer, consignee, consignor, or other party designated to receive the cargo.
 - 3. In no event shall DELTA be liable for special, incidental, or consequential damages that relate to loss, damage, or delay to a shipment whether foreseeable, disclosed or not. Likewise, in no event shall DELTA be liable for punitive or exemplary damages that relate to loss, damage, or delay to a shipment.
 - 4. In no event shall DELTA be liable for cargo loss or damage where DELTA was prohibited or prevented from inspecting or accurately counting such goods, regardless of whether the bill of lading is marked “Shipper Load and Count (“SL&C”),” or “Said to Contain (“STC”),” by (i) an act of the shipper which denies DELTA a reasonable opportunity to witness the loading and make

an accurate count or conduct a reasonable inspection of the goods, or (ii) the manner in which goods are stacked and/or wrapped within each pallet denies DELTA a reasonable opportunity to make an accurate count or conduct a reasonable inspection of the goods.

5. Subject to reasonable requests, DELTA agrees to accept, transport, and deliver with reasonable dispatch such cargo as the Customer may tender to DELTA for transportation. However, DELTA shall not be responsible for any damages, direct, indirect or consequential, which are the result of delays in delivery.
6. DELTA will investigate and dispose of cargo loss and damage claims under common DELTA provisions as set forth in 49 C.F.R. Part 370. The following documents are required to properly support a cargo claim:
 - i. The original bill of lading covering the shipment (or bond of indemnity, in lieu thereof).
 - ii. Proof of payment for DELTA's freight bill.
 - iii. Vendor invoice for the goods shipped, including the full price paid after any discounts or deductions.
 - iv. If discounted, a copy of the bill of sale or sale receipt.
 - v. If the cargo claim involves product to be transported at a specific temperature or within a range of temperatures, proof of the cargo's pulped temperature upon loading and upon unloading.
 - vi. If the cargo claim involves cargo subject to United States Department of Agriculture ("USDA") rules, regulations, codes, or guidelines, a USDA inspection report.
 - vii. Copies of request for inspection, waiver of inspection by DELTA, inspection reports, if made.
 - viii. Other documents when appropriate: photographs, in-transit temperature reports, impact records, condemnation certificates, dumping certificates, laboratory analysis, quality control reports, package certifications, loading diagrams, weight certificates, affidavits, loading and unloading tallies, etc.
7. All claims for loss or damage must be filed with DELTA in writing within nine (9) months from the date of delivery, or in the absence of a scheduled delivery date, the filing period shall begin after a reasonable time has elapsed for non-delivery. Claims that are not filed within the prescribed times shall be barred and not paid.
8. Civil lawsuits for cargo claims shall be instituted against DELTA no later than two (2) years and one (1) day from the date when written notice is given by DELTA to the claimant that it has disallowed the claim or any part or parts of the claim specified in such notice. Where claims are not filed or lawsuits instituted thereon in accordance with the foregoing provisions, DELTA shall not be liable and such cargo claims will not be paid.
9. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of DELTA from the charges owed to DELTA unless authorized in writing by DELTA. If Customer fails to produce evidence of payment of all freight charges, any and all claims shall be subject to being summarily denied.
10. Customer shall, at its cost and expense, comply with all applicable federal, state, local, and international laws, rules, and regulations pertaining to its shipments and shall be responsible for all costs, liabilities, delays, fines, and expenses caused by, resulting from, or otherwise associated with any noncompliance by Customer or Customer's shipments with any such laws, rules, or regulations. Customer shall also be responsible for DELTA's charges pertaining to any services by DELTA at Customer's request for compliance with any such laws, rules, or regulations.

ITEM 2.0 – Bill of Lading: Contract Terms and Conditions

Unless otherwise agreed to in writing in advance of carriage, contract terms shall be those as indicated on DELTA's bill of lading or in the "Straight bill of lading" in effect on the date shipment was tendered to DELTA. Only DELTA officials or personnel authorized to do so by DELTA are empowered to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. Drivers employed or hired by DELTA are among those excluded from the category of authorized DELTA personnel. Where a bill of lading, other than the Straight bill of lading or DELTA's bill of lading, issued by the Customer is signed for by DELTA's driver or other unauthorized person(s), that signature only acknowledges receipt of the freight and identifies the intent to deliver. It is not a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the Customer will not constitute an implied acceptance by DELTA.

ITEM 2.1 – Bill of Lading: Liability and Penalties

DELTA will not be responsible for any liability provided on bills of lading except as otherwise provided in this Tariff. DELTA will not be responsible for any penalties, late fees, or any other similar charges regardless if shown on original bills of lading.

ITEM 3.0 – General Limitations on Liability

All rates are subject to the provisions in this ITEM on general limitations of liability, unless DELTA and Customer have agreed otherwise in writing. This ITEM explains the liability limits and conditions established by DELTA for all shipments transported as a motor carrier.

- A. Unless the Shipper has requested full value insurance coverage, DELTA's liability shall not exceed the lesser of fifty cents (\$.50) per pound, per package subject to a maximum liability of \$100,000 per shipment.
- B. At DELTA's discretion, if a Customer wishes to purchase full value insurance coverage for its shipments transported directly by DELTA, the following rules and charges will apply:
 1. Goods Excluded: Any used/refurbished items, uncrated machinery, household goods and personal effects; antiques; fine artwork paintings, drawings, statues, rare books, and other works of art; Fine jewelry, fine watches; precious stones, diamonds; precious metals, and bullion (gold, platinum, silver, and other precious metals or articles); money and currency; accounts, bills, deeds, notes, securities, stock certificates, trading stamps, valuable papers, or documents, evidences of debt, letters of credit, tickets, passports, manuscripts, mechanical drawings; recorded or electronic data and media; used or refurbished equipment or parts; contraband or property in the course of illegal transportation or trade; furs; live animals and plasma televisions shipped without two (2) tip and tell indicators.
 2. Perils Excluded: Nuclear exclusion; delay; loss of market; loss of use; theft, cybertheft or fraud, interruption of business, or any consequential loss; mechanical breakdown, inherent vice or defect, wear and tear, insects, vermin or gradual deterioration; neglect of the assured to use all reasonable means to save and preserve the property at the time of or after any loss of damage.
 3. Insurance coverage on electronics will be limited to visible physical damage caused by shipment and will exclude hidden electrical and electronic failure.
 4. Fee amount, if quoted, to include estimated charge for freight based on information provided at the time of quote. Should shipment information differ from that of estimate, fee for Full Value Insurance at 110% of declared value plus actual freight charges will follow the actual characteristics of the shipment.
 5. DELTA has no obligation to advise customer of variances from estimates.

ITEM 4.0 – Storage Charges for Undelivered Freight

Undelivered shipments will be subject to applicable storage or detention storages. In no event shall DELTA be obligated to store cargo on behalf of Customer. Customer agrees to indemnify, defend, and hold DELTA

harmless for any storage or detention charges imposed on DELTA. On such undelivered shipments, disposition instructions printed on the bill of lading, freight tender, shipping order, or other shipping document or disposition instructions issued prior to tender of delivery will not be accepted as an authority to reshipe, return, or reconsign a shipment, or to limit storage liability. However, if a request is received to transport the freight to another location after the shipment has been tendered for delivery and refused by the consignee, the shipment will be assessed a redelivery charge equal to the local applicable rate of transit.

ITEM 5.0 – Cargo Liability to Damage Other Cargo or Equipment

DELTA is not obligated to receive cargo liable to impregnate or otherwise damage other cargo or DELTA's equipment. Such cargo may be accepted and signed for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

Any commodity, not limited to hazardous, not properly described as being harmful to other cargo, not limited to food products, liability of the effected cargo will be with the Customer and not with DELTA.

ITEM 6.0 – Detention: Free Time

- A. For purposes of detention of vehicles, free time at each pickup and delivery location for loading and/or unloading of vehicles, as applicable, with power units and drivers shall be equal to:
 1. **1 hour for Local:** \$75/hr thereafter with no maximum hours. "Local" shall mean North of SW 56 St. and South of Deerfield Beach, and shall not include Coral Springs, Weston, Parkland, or Tamarac.
 2. **2 hours for Over the Road:** \$75/hr thereafter with no maximum hours.

ITEM 6.1 – Detention: Damage to Equipment

Where DELTA's, or the contracted motor carrier's, equipment, as applicable, is spotted for the Customer's convenience at the point of origin or for the consignee's convenience at the point of destination, the Customer and consignee will be responsible for the care and custody of said equipment while in their respective possession and shall return same, ordinary wear and tear excepted. Failure of the Customer, consignee, or their respective agents and spotting service to note container damage at time of tender shall be *prima facie* evidence that same was spotted in good condition. Customer and/or consignee shall be liable for the repair cost to any equipment damaged while spotted at their facility. Such damage shall be noted by DELTA personnel at time of pickup and invoices for repairs shall be accompanied by supporting documents. The repair cost of any such damaged equipment shall include detention charges at the rates detailed herein for the time such container is being repaired.

ITEM 6.2 – Port Detention and Scheduling Fees

The charges set forth in ITEM 6.0 will apply to any delay, detention or demurrage at any Port location. Any charge arising from rescheduling by the Port, shipper, consignee, receiver or customer of DELTA shall be the sole responsibility of the shipper, consignee, receiver or customer of DELTA unless such rescheduling is caused by the sole request of DELTA.

ITEM 6.3 – Street Turn Fees

Street turns will still be available, but now at a cost. The definition of a street turn refers to an intermodal container being used for one trip, usually a live unload, and then immediately getting used for another trip, usually a live load. Charges will vary depending on the platform and situation. All costs must be reviewed and approved via email with your Delta Trucking representative prior to executing a street turn.

ITEM 6.4 – Bobtail Fees

Effective September 22, 2005, any container left in the following areas may be subject to a \$100.00 bobtail flat fee:

- Pompano Beach, FL

- Deerfield Beach, FL
- Lighthouse Point, FL
- Margate, FL

ITEM 6.5 – Additional Accessorial Fees

Additional accessorial fees are assessed, when applicable, at the following rates:

- Pre-pull (if necessary) - \$175.00
- Storage & Security - \$35.00/day
- Export from Port Everglades Terminal (“PET”) and Florida International Terminal (“FIT”) Terminal - \$80.00 scale
- Overweight - \$75.00
- Hazardous - \$75.00
- Bonded - \$75.00
- Residential fee- \$75.00
- Reefer fee - \$75.00
- Tri Axle - \$100.00
- Miami Beach Fee - \$100.00

ITEM 7.0 – Chassis Fees

If a Chassis is required for pick-up or delivery of a load, DELTA shall apply a fee of \$50. In the event a Chassis is needed beyond four (4) days, a per diem of \$35 shall apply. There will be a \$200.00 Florida East Coast Railway (“FEC”) chassis flip fee, when applicable.

ITEM 8.0 – Shipper Load or Receiver Unload

[Reserved; Intentionally Omitted.]

ITEM 9.0 – Authority of Delta Company Personnel

Only DELTA officials or personnel expressly authorized to do so by DELTA have authority to enter into agreements; alter existing agreements; approve rates or pricing; approve deviations from published, contractual, or agreed rates or pricing; approve adjustments to freight bills or invoices; or take any other action to bind DELTA to contractual terms and conditions. Expressly authorized officials are DELTA personnel with the title of Director, Vice President, or any higher title. Terminal managers, drivers, contractors, sales personnel, and other personnel without the title of Director, Vice President, or any higher title are not authorized personnel.

The terms of this Tariff or contracts issued, agreed to, or published by DELTA supersede any and all written, verbal, or other agreements made by unauthorized or authorized personnel and may not be modified except by written amendment approved by DELTA.

ITEM 10.0 – Additional License, Permit Fees, and Inbound Permits

Whenever any additional license or permits are required, such as but not limited to, foreign commerce, or customs fees, the charges for same shall be added to the freight invoice and paid by Customer, regardless of whether DELTA has received advanced notice of such charges.

ITEM 10.1 – Special Size or Weight Permits

Costs special size or weight permits, and related costs, shall be in addition to published freight charges which are otherwise agreed to in writing. Customer shall pay the cost of any size, weight or special permit cost, together with such applicable related costs, incurred in the transportation of an over-dimensional shipment, with all such charges and applicable related costs not included in the freight quote, and which are in excess of the estimated cost. Such related costs may include charges for route surveys and pilot car services.

ITEM 11.0 – Vehicle Furnished But Not Used

When a vehicle is requested and dispatched, but due to no fault of DELTA is not used, a charge of \$175.00 for a solo operator and/or for a team operator shall be assessed in addition to mileage charges from the point of origin to the location of the vehicle at the point where it is recalled or redirected.

ITEM 12.0 – Reconsignment or Diversion

Shipments may be diverted or reconsigned upon instructions from Customer, and DELTA's applicable mileage rates from point of original destination to reconsignment destination will be applied and added to the original shipment mileage charges. An additional charge of \$175.00 will be applied if driver has already left origin loading point when diversion occurs.

ITEM 13.0 – Out-of-Route/Circuitous Miles

When out-of-route miles for stops-in-transit exceed the total miles on point-to-point rates, all out-of-route / circuitous miles will be billed at the applicable rate.

ITEM 14.0 – Stop Off Charges: Pickup and Split Pickup

For shipments with multiple pickup locations, where pickups are requested in route, the free time allowed for each stop shall be in accordance with ITEM 6.0. In the event multiple pickups are requested on a single shipment, the first pickup will be made without additional charge, but every additional pickup will be subject to a charge of \$50.00 per such pickup.

A Split-Pickup means a Customer shipment that includes (i) no more than 2 pickups, (ii) pickups that are within a thirty (30) mile air radius, and (iii) are scheduled and available for pickup on the same calendar day. The second pickup location of a Split-Pickup will be subject to a charge of \$75.00. During a Split-Pickup, except as otherwise detailed in this ITEM, the free time allowed for the Split-Pickup shall be in accordance with ITEM 6.0.

ITEM 14.1 – Stop Off Charges: Delivery

For shipments with multiple delivery locations, where stop-offs or deliveries are requested in route, the free time allowed for each stop shall be in accordance with ITEM 6.0. In the event multiple deliveries are requested on a single shipment, the first delivery will be made without additional charge, but every additional stop-off or delivery will be subject to a charge of \$50.00 per such stop-off or delivery.

ITEM 15.0 – Fuel Surcharge

[Reserved; Intentionally Omitted.]

Item 15.1 – Emergency Supplemental Fuel Surcharge

In the event of a State or Federal level Emergency, Emergency Fuel Surcharge shall apply. Acceptance of an load during this time, shall serve as acknowledgement and acceptance of such Emergency Fuel Surcharge.

ITEM 16.0 – Advance Charges

In the event DELTA, in its sole and absolute discretion, advances any charges through use of an EFS Check which are incidental to the transportation of this shipment, such as loading, unloading, restacking, pallets, warehousing, cold storage, or any other transportation related charges, a \$10.00 per EFS Check shall apply.

ITEM 17.0 – Assumption of Joint and Several Liability of Shipper and Consignee

In consideration for transportation services performed or arranged by DELTA for the mutual benefit of the shipper and consignee under the terms of this Tariff, Customer, shipper, and consignee shall assume joint and several liability for all freight charges accrued with regard to such transportation. At DELTA's discretion, credit may be extended to Customer for a period of thirty (30) calendar days, beginning on the day following the date of mailing of the freight bill by DELTA, including Saturdays, Sundays, and holidays (Net 30 Payment Terms). Customer agrees to pay according to terms specified by DELTA, which, unless otherwise agreed, are net 30 days from the load delivery date for all loads tendered hereunder. Customer may not deduct, offset, or withhold any sums due to DELTA for any reason, including cargo loss or damage claims, either on

the shipment involved in the loss or damage claim or on any other shipments. Freight charges must be paid before claims are presented to DELTA and/or processed and paid by DELTA, and claims filed prior to payment in full of all freight charges may be subject to automatic declination by DELTA. Customer's receipt of a scanned or photocopied proof of delivery (POD) will be sufficient to evidence delivery and issue payment to DELTA. In the event that freight bills are not paid by the Customer, shipper, or the consignee, payment for such charges may be sought from any party or all parties. Shipper and consignee shall have express notice of the existence of such joint and several liability through the service of a copy of this Tariff upon duly authorized representatives of the shipper and consignee.

Failure to make payment of freight charges due to DELTA for services performed within thirty (30) calendar days of DELTA's presentation of the freight bill will result in a late payment service charge of \$30.00 per freight bill plus interest up to the maximum rate as permitted by applicable law and any and all reasonable collection and attorneys' fees incurred by DELTA to collect any past due amounts under any freight bill. Further, in the event a check issued for payment of DELTA's freight bill, or to cover any other charges or expenses related the services performed by DELTA, and the check is returned unpaid due to insufficient funds, a stop payment order, or any other reason, an additional service charge of \$50.00 per check or the maximum amount permitted by applicable law will be assessed.

ITEM 18.0 – Substituted Service

In the event a shipment is tendered to DELTA in its capacity as a motor carrier, if DELTA, in its sole discretion, is unable to provide the motor carrier service contemplated thereby, Customer acknowledges and agrees that DELTA or any other DELTA entity may accept tender of the shipment directly from Customer hereunder as a broker and arrange for the transportation services to be completed by a motor carrier it selects subject to and in accordance with this Tariff. Further, such DELTA entity may invoice Customer directly for all shipments arranged by DELTA under this Tariff.

ITEM 19.0 – Force Majure

DELTA is not responsible and shall not be held liable for any consequences or claims arising from any act of God or other event beyond the control of DELTA, including but not limited to storms, earthquakes or fires or similar disasters or from any stoppage of work or delays occasioned by strike, slowdown, government restraints, war or hostilities, civil unrest, embargoes, machine breakdown, shortage of power supply, floods, riots, acts of terrorism, cyber-attacks, epidemics, pandemics, storms, tempest, typhoon, tsunami, hurricane, or any other cause beyond the control of DELTA.

ITEM 20.0 – Governing Law

This Tariff shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that for any lawsuit involving any dispute or matter arising under this Tariff, that venue is proper and may only be brought in the state or federal court located in Miami – Dade County, FL, having jurisdiction over the subject matter of the dispute or matter.

ITEM 21.0 – Dispute Resolution

Nothing contained in this Tariff shall preclude DELTA from commencing any action in any court having jurisdiction thereof with respect to any matter arising out of, relating to or pertaining to this Tariff. However, at the sole option of DELTA, any controversy, claim or dispute, whether in contract, tort or otherwise, arising out of, relating to or pertaining to this Tariff or the interpretation, breach, enforcement or subject matter thereof, that cannot be settled by mutual agreement of the parties may at the sole option of DELTA: (i) be submitted to arbitration by one (1) arbitrator (unless DELTA determines to have multiple arbitrators) in Miami – Dade County by the Transportation ADR Council, in accordance with its rules then in effect or conducted by any other recognized arbitration association or entity in accordance with similar rules ("Arbitration"); or (ii) be determined through any alternative dispute resolution ("ADR") procedure provided for under the laws of the state of Florida, with such ADR procedure to be selected by the Customer. Judgment upon any Arbitration award or ADR determination may be entered in any court of any state or county or application may be made to such court through judicial acceptance of the award or determination and on order of enforcement, as the law of the jurisdiction may require or allow. The Arbitration award or ADR

determination shall be final and no appeal shall be taken by either party. The costs of any such Arbitration or ADR shall be borne equally by the Customer and DELTA, unless the arbitrator(s) or ADR decision-maker deems such division of costs to be inequitable, in which event the arbitrator(s) or ADR decision-maker may allocate the costs of Arbitration or ADR among the parties thereto as s/he deems just and equitable under the circumstances. THE CUSTOMER AND DELTA HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR AGAINST EACH OTHER ON, OR IN RESPECT OF, ANY MATTER ARISING OUT OF, RELATING TO OR PERTAINING TO THIS TARIFF, OR THE INTERPRETATION, BREACH, ENFORCEMENT OR SUBJECT MATTER THEREOF. All claims for arbitration under this Tariff must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding. The arbitrator may not consolidate the claims, and may not otherwise preside over any form of a representative or class proceeding.

ITEM 22.0 – Modification of the Tariff

DELTA reserves the right to modify and amend this Tariff at any time, with or without notice. Upon any modification or amendment, DELTA will update the Tariff. Any modifications made to the Tariff shall have immediate effect, and a Customer's continued tender of shipments to DELTA shall constitute an acknowledgement and acceptance of such modification. It is Customer's responsibility to revisit the Tariff at <https://www.delta-trucking.com/> periodically to stay aware of any changes thereto. DELTA will endeavor to notify the Customer of any changes by email but will not be liable for any failure to do so.

TENDERING SHIPMENTS TO/CONDUCTING ANY BUSINESS WITH DELTA FOLLOWING NOTICE OF THESE TERMS AND CONDITIONS SHALL CONSTITUTE YOUR ACCEPTANCE OF SAME.

FURTHER, THESE TERMS AND CONDITIONS MAY BE MODIFIED BY DELTA IN ITS SOLE DISCRETION AT ANY TIME. ELECTRONIC NOTICE TO YOU OF SAID MODIFICATION(S) OR YOUR CONTINUED BUSINESS WITH DELTA THEREAFTER SHALL OPERATE AS YOUR CONSENT TO THE UPDATED TERMS AND CONDITIONS.