



Weber Distribution, LLC
Transportation Rules Tariff
WEBER 2000 Series 100.8.2D

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National Motor Freight Classification STB NMF 100-AQ (2017)

Weber 2000 Series Rate Tariff

Weber 2000-R Series Rules Tariff

1.200 Measures and Standard Terminology

The following assumptions, terms, and definitions are used in this publication unless otherwise noted.

CWC and CCC stand for “Certified Weight Correction” and “Certified Class Correction,” respectively.

CWT is an acronym meaning “hundred-weight” or 100 lbs.

BOL stands for Bill of Lading.

POD stands for Proof of Delivery, and refers to the document used to deliver goods, and provide a receipt for that transaction. Also known as a Delivery Receipt, or “DR.”

NMFC stands for National Motor Freight Classification, which is the governing classification for goods rated under these tariffs.

“Section 7 Signed” is a notation on a bill of lading that assigns the collection of freight charges to the carrier. Weber Distribution specifically annuls this condition as part of its Rules, as a condition of carriage.

Declared Value is defined as an explicitly stated value of a shipment, as defined on the bill of lading.

LTL is defined as “Less than Truckload,” or for the purposes of this publication, any shipment rated by application of Weber 2000 Series rating, that does not default to the truck load rate.

FTL, or “Full Truck Load”, is defined, for purposes of rating shipments and applying accessorial charges, as the point at which the LTL rate defaults to the truckload rate, under the customer’s established pricing.

“After Hours” is defined as the hours of 6:00 PM and 6:00 AM.

“Lumpers” refers to laborers used to load or unload trucks, in addition to the driver. Usually used at a customer’s dock to assist the driver.

COD stands for “Collect on Delivery.” For purposes of shipment handling, this refers to assigned task by the shipper to the carrier to collect funds upon delivery of goods, and the return of those funds to the shipper.

“Intra LA Basin Area” is defined as the geographical locations consistent with United States Postal Service zip code prefixes of 900-930, with the exception of the following zip codes: 91901-3, 92001-4, 92201-27, 92231-333, 92352, 92363-71, 92378-99, .

“Intra SFO Bay Area” is defined as the geographical locations consistent with United States Postal Service zip code prefixes of 941-950.

“Crossdocking” is defined as the service of transferring freight from one truck to another.

“Transloading” is defined as the service of transferring freight from one mode of transportation to another.

“Reefer” is the term for a refrigerated trailer or truck.

“Trade Show” refers to commercial exhibitions, in which goods are brought into convention centers, hotels, and similar venues by truck under tight deadlines, and with numerous logistical challenges (usually based upon the site’s organizational structure, and how it deals with the truck traffic.)

“Inside Delivery” is defined as any delivery where the driver is required to go inside (beyond the front door or loading dock), to deliver the shipment.

“White Glove Delivery” is defined as the carrier unloading and placing the items in the room of the customers’ choice.

“DTS” stands for Direct to Store and refers to the delivery of a shipment from the supplier/distributor directly to a retail store.

"Pool Distribution" is defined as distribution of orders to several destination centers within a specific geographical region.

Note: Regarding the term "standard equipment": Weber Distribution defines this term to mean those resources which Weber normally employs to handle freight, i.e. standard dry trailers, reefer units, straight trucks, electric and manual pallet jacks, hand trucks, carts, and similar rolling equipment, forklifts (only within Weber facilities), and manpower. Some examples of non-standard equipment might be: very small trucks, forklifts brought to delivery sites, cranes, floor coverings for inside deliveries, ramps, conveyors, and other specialty equipment.

1.300 Conditions of Carriage

1.300.1 Application of Tariffs

Weber Distribution will provide transportation and related to services to shippers in accordance with applicable statute and the terms of this publication, subject to the rates and fees set forth in its private tariffs. Weber tariff rules, fees, and conditions supersede any other sources, including the bill of lading, except for those mutually agreed upon contractually in writing between Weber and its customers, as specific exceptions to these rules.

No Weber employee, except the Vice President, Transportation, may make exception to, or invalidate, any of the conditions set forth here for common or contract carriage. Only written and properly executed agreements making such exception are valid.

1.300.2 National Motor Freight Classification

Weber distribution is party to the National Motor Freight Classification Tariff, and all the definitions, rules and specifications therein, unless superseded by specific items in these Rules.

1.300.3 Fuel Surcharge

Fuel Surcharges shall be accessed for all shipments accepted by Weber Distribution, as provided for in Appendix A.

1.300.4 Hazardous Materials Surcharge

LTL \$1.05/CWT, subject to a \$22.50 minimum charge

1.300.5 Weights and Inspections, Alternate Minimum Charge and Linear Foot Rule

Weber Distribution reserves the right to weigh and inspect for classification correction any shipment tendered for transit. Shipments found to have inaccuracies in declared weight or declared commodity class shall be corrected, with the appropriate changes in freight charges that result. These corrections will be affected by transmittal of a corrected invoice to the customer along with documentation certifying that the shipment was inspected and a weight (CWC) or class (CCC) correction was made.

Additionally, shipments tendered to Weber Distribution must meet a minimum rate per volume of standard trailer used for transport, notwithstanding any other rate structure agreed to between Weber Distribution and the Shipper. Shipments that do not meet this standard with appropriate application of the agreed upon rates shall revert to the Alternate Minimum Charge represented by this Rule.

This standard is defined by the application of volume measurement of a shipment to determine the corresponding amount of space that it will effectively displace within a trailer. The effective space displaced is defined as that space which is unable to be otherwise used for the transport of goods. This measurement, in linear feet of space in a standard 98" wide by 102" tall trailer, is divided by 48' of trailer length to determine the percentage of trailer length filled. This same percentage is applied to the applicable FTL rate for the lane for which the shipment is consigned, to determine the Alternate Minimum Charge

1.300.6 Terms of Payment, Past Due Invoices, "Section 7 Signed"

Invoices are due 30 days from the date of invoice. Past due invoices are subject to the following action by Weber Distribution:

- 1) Unpaid balances will be accessed interest at a rate of 1.50% per month.
- 2) Upon presentation to a collections agency or legal counsel for further action, or at any time at Weber discretion after a debt is 90 days past due, invoices will be stripped of all discounts, exception rates, and any other incentives or reductions in rate. They will be payable at Weber Distribution 2000 Series current tariff, subject to all accessorial, finance, and legal costs related to the collection of the debt.
- 3) Shipment tendered upon a freight collect basis shall be subject to liability by the shipper in the event of default by the assigned debtor.
- 4) "Section 7 Signed" on a bill of lading shall not waive the rights of Weber Distribution to collect valid freight charges in the event of default of payment by the assigned debtor.

1.300.7 Accessorial Charge Application

All accessorial charges are in addition to base freight charges. Accessorial charges are not subject to discounts. Application of an accessorial charge has no bearing on the application of additional accessorial charges for additional services rendered.

1.300.8 Maximum Carrier Cargo Liability

Table 1 – Maximum Liability per pound per package for Commodities Subject to Class Exception Ratings

- 1) Claims will be based on a per pound per package basis; liability will not be determined on the weight of the entire shipment in question. The Released Value as stated in the National Motor Freight Classification 100 Series will apply unless otherwise noted below.
- 2) Carrier's liability will be the same as that of the FAK class, Exception class or class reduction. For example, an actual class 125 reduced to an FAK or Exception class 70 will be subject to the Maximum Liability per pound per package for class 70.
- 3) Carrier's liability for loss or damage to any article(s) or part thereof for which the charges are determined by FAK class or Exception class is limited to the (1) actual cost of the goods lost, damaged or destroyed; (2) exclusions or limited liability provisions of the Bill of lading; (3) applicable limited liability provisions of the NMFC; or (4) lowest Released Value shown in the NMFC for the commodity shipped, or \$100,000 per incident per Shipper, whichever is less, subject to the maximums by FAK and/or exception class as shown below.
- 4) Liability for concealed damage of cargo moving between the 48 Contiguous States/Canada and Mexico: Maximum carrier cargo liability for concealed damage claims submitted, regardless of timeframe, will be limited to a maximum of \$50.00 per occurrence.
- 5) The claimant will indemnify against any third party subrogation for cargo loss or damage over and above the maximum liability container herein.
- 6) If shipper does not properly describe the freight on the Bill of Lading or uses a description of FAK or Freight of all Kinds or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any designated FAK Exception Class set forth in table below. If none is designated then the shipment will be deemed released at a value of \$1.00 per pound shipment.
- 7) The Maximum liability on shipments subject to a spot quote will be \$2.00 per lb not to exceed \$50,000 per occurrence.

CLASS	MAXIMUM LIABILITY PER POUND PER PACKAGE	CLASS	MAXIMUM LIABILITY PER POUND PER PACKAGE
50	\$1.00	110	\$16.00
55	\$2.00	125	\$17.00
60	\$3.00	150	\$18.00
65	\$5.00	175	\$19.00
70	\$6.00	200	\$20.00
77.5	\$8.00	250	\$22.50
85	\$10.00	300	\$25.00
92.5	\$12.50	400	\$25.00
100	\$15.00	500	\$25.00

Further, the maximum liability for any one claim shall not exceed \$100,000.00.

Weber Distribution is party to the National Motor Freight Classification Tariffs. Established RVNX in this publication shall be the ruling factor on all class-rated shipments.

Weber will not accept shipments with a Declared Value above the established maximum liability. If such a shipment is inadvertently accepted, Weber will return this shipment to origin or destination, whichever is physically closer upon discovery of the error, and will not accept liability for the shipment beyond the stated maximum liability established in this publication.

Weber Distribution will accept claims for cargo loss for a period of 276 days from the date of delivery, except in the case of air shipments, which will be subject to acceptance for a period of 90 days from the date of delivery. After this period, claims will be denied on the basis of age, in compliance with federal law (The Carmack Amendment (49 U.S.C.14706 (e)(1) as to carriers.)

At no time will Weber Distribution be liable for any loss of profit or special, indirect or consequential damages of any kind.

1.400 Transportation Services and Rates

1.400.1 Same Day, After Hours, Expedited, Weekend, and Holiday Service

Weber Distribution makes every effort to provide expedited services to our customers. The availability of these services cannot be guaranteed, due to limitations in equipment and manpower availability, and Weber Distribution makes no warranties as to the availability of these services.

When provided, the rates for services provided are as follows:

Service Offered	Pick up and Delivery Period		
	Weekdays 0600-1800 hrs	Saturday	Sun and Holidays
Same Day Service (<500 mi)	Weber 2000 Series FTL Rate	125% of FTL Rate	200% of FTL or Quote
LTL	Weber 2000 Series FTL Rate	125% of FTL Rate	200% of FTL or Quote
FTL	Weber 2000 Series FTL Rate + 25%	150% of FTL Rate	200% of FTL or Quote
Expedited Service (>500 mi)	200% of FTL Rate or By Quotation	200% of FTL or Quote	200% of FTL or Quote

Truckload rates specified are not to be discounted; expedited services are exempted from any FTL discount granted to a customer for normal traffic.

“Expedited” and “Same Day” service are to be considered interchangeable terms for the purposes of this Rule, as length of haul and the initial time or pick up time may determine whether a shipment can be delivered on the same calendar day.

The above table defines rates for weekend service regardless of whether the shipments are in any way expedited.

Non-Same Day Service Performed at other than Day-Time Business Hours (After-Hours)

This service is defined non-expedited shipments that require delivery or pick-up during the hours of Monday thru Friday (1800 – 0600 hrs.) These shipments shall be rated at a customer’s established pricing plus an additional \$95.00 fee.

Truckload rates specified are not to be discounted; expedited services are exempted from any FTL discount granted to a customer for normal traffic.

“Expedited” and “Same Day” service are to be considered interchangeable terms for the purposes of this Rule, as length of haul and the initial time or pick up time may determine whether a shipment can be delivered on the same calendar day.

1.400.2 Dedicated Service

Dedicated Service is defined as the transport of goods on a sealed trailer without intermediate stops. This service is provided at 125% of the applicable truckload rate, regardless of shipment size, in addition to any other applicable accessorial services and charges.

1.400.3 Extra Labor, Lumpers, Additional Stops for Truckload Traffic

Special activities requiring additional labor may be invoiced at an hourly rate or a “cost plus” rate, depending upon services provided.

Hourly rates are subject to a four hour minimum on weekdays, a eight hour minimum on Saturdays and After Hours, and an eight hour minimum on Sundays and Holidays.

Service Offered	Mon-Fri	Sat and After Hrs	Sun and Holidays
Extra Labor, P&D	\$50.00	\$75.00	\$100.00
Extra Labor in Excess of 8 Hours		\$110.00	\$150.00
Truck, Trailer, Driver	\$90.00	\$125.00	\$150.00
Truck, Trailer, Driver in Excess of 8 Hours	\$135.00	\$225.00	\$270.00

Rates quoted are straight time. All hours after 8 hours worked shall be rated at 1.5 times the applicable rate; all hours after 12 hours worked shall be rated at 2.0 times the applicable rate.

Lumper service is provided at a rate of the cost of the original invoice plus 15% of that invoice.

Additional stop charges apply to Full Truckload traffic only, and only when the consolidated load is quoted and rated in this manner prior to shipping. The rate for this service shall be \$150.00 not to exceed 100 miles out of route.

1.400.4 Detention, Sort and Segregate, Wait

Weber Distribution offers pick up and delivery service for each shipment at an agreed upon cost. That cost includes a specified amount of time and labor at the shipper and consignee location that is within the scope and agreed upon cost of the service provided (“free” time.) Service and time above and beyond these specified times are subject to additional charges.

The time included for either pick up or delivery is as follows

- LTL - Pool Distribution ½ hour
- LTL – Non-Pool 1 hour
- FTL 2 hours
- Rail Drayage 1 hour
- Ocean Drayage 1½ hours

LTL is defined as shipments of less than 19,999 lbs., and shipments of 20,000 lbs and over are defined as FTL for purposes of the application of detention charges.

When a shipment is one of several shipments being delivered to the same consignee on the same truck, detention charges shall be allocated among each shipment proportionally as follows:

The detention applied to any one shipment will be determined by the actual weight of the shipment as a percentage of the total consolidated delivery weight of all shipments delivered to the consignee on that truck.

No distinction is made between detention (time waiting,) "sort and segregate," restacking or rebuilding pallets, or any other activity during which driver time was logged. All time in excess of the specified "free" time will be assessed a charge of \$90 / hour, measured in ¼ hour increments, rounded to the nearest quarter hour for all LTL and FTL shipments.

Sort and Segregate will be incurred as \$0.50 /case with a minimum of \$50.00 and maximum of \$300.00.

1.400.5 Residential, Liftgate, "Small Cube Truck," or Inside Delivery or Pick Up Services and Limited Access

Definitions:

Residential Services

Defined as service to a private dwelling, regardless of location. It should be made clear that Weber Distribution makes no representation that our service in this capacity meets any particular competitive standard. This charge does not include inside delivery service, and Weber reserves the right to refuse to provide inside delivery into a residence.

Liftgate Service

Defined as service requiring the application of a truck with a hydraulic unit for raising and lowering freight too heavy to be loaded or offloaded by hand.

"Small Cube Truck" Service

Defined as service to a location that cannot be physically accessed by a standard tractor-trailer combination unit, due to street dimensions, clearance, or local ordinance.

Inside Delivery or Pick Up Service

Defined as any delivery where the driver is required to go inside (beyond the front door or loading dock), to deliver the shipment.

Each form of service is individually subject to charges as follows:

\$4.25/CWT, subject to a minimum charge of \$85.00 and maximum of \$300.00.

Restricted or Limited Access

The term Limited Access Locations includes, but is not limited to the following:

- a. Churches and all houses of worship
- b. Commercial establishments not open to the walk in public during normal Business Hours
- c. Construction sites
- d. Fairs, carnivals
- e. Farms and ranches
- f. Individual (Mini) storage units
- g. Military bases / installations
- h. Mine sites
- i. National parks
- j. Oil fields
- k. Prisons or other correctional facilities
- l. Schools, Universities, and Colleges
- m. Other similar locations where pickup or delivery is restricted or limited

\$4.25/CWT, subject to a minimum charge of \$130.00.

1.400.6 Trade Show Delivery or Pick Up Services

This service is provided solely as a courtesy to customers. Weber Distribution makes no representation that our service in this capacity meets any particular standard of service, due to the well-known difficulties posed by the operators of these events.

Rates for service provided are as follows:

Trade Show Delivery or Pick-Up: \$13.25/CWT, subject to a \$500.00 minimum.

1.400.7 Chilled, Heated, Frozen, or Temperature Protect Service

Reefer service will be provided at rates as follows:

Chilled, Heated, or Temperature Protect

Local California Net tariff dry freight charge + 25%
 Intrastate (other) Net tariff dry freight charge + 25%
 Interstate LTL: By Quotation Only; FTL: Net tariff dry truckload charge + 15%

Frozen Service

Intrastate Truckload + 25%
 Interstate Truckload + 25%

Discounts do not apply to the rates for temperature controlled shipments.

Liability for goods damaged as a result of failure to protect shipments from change in shipment temperature shall be limited to \$1.00/lb.

1.400.8 Trailer Storage and Detention Charges

When a trailer is dropped at a non-Weber location at the request of the customer, and the trailer is not available for pick up within 1 business day, the following detention charge shall apply:

Equipment Type	Daily Rate	Additional Charges
Standard Dry Van	\$ 75.00	
Liftgate Unit	\$ 125.00	
Reefer Unit	\$ 200.00	\$6.00 / Reefer Hour

Trailer or containers that are stored at customer request are subject to the following charges:

Secure Storage: \$120.00/day.

1.400.9 Advancing 3rd Party Charges, Payments Made by Carrier on Behalf of Customer

Weber Distribution will, at the explicit authorization of the customer and the discretion of Weber, advance funds to 3rd parties on the behalf of that customer. Costs required to expedite the carriage of goods, such as forklift charges, demurrage, and permit fees, etc. will be paid by Weber and invoiced back to the customer along with a surcharge for this service.

The total charge for this service shall be: Invoice Cost + 15% surcharge, subject to a minimum charge of \$36.50.

This service is subject to the acceptance of the 3rd party of a Weber Distribution company check. In the case that certified funds or a wire transfer is required, an additional charge of \$525.00 shall be assessed, along with any additional costs related to the transaction, including, but not limited to, bank fees or surcharges.

1.400.10 Shipments Tendered on a COD Basis

For shipments tendered on a COD basis, that is, shipped under the condition that Weber Distribution collects funds upon delivery that shall be returned to the Shipper, the charge for this service is \$30.00 + 2% of the amount of the funds collected.

As a condition of providing this service, Shipper holds Weber Distribution harmless from liability resulting from fraud, including the acceptance of negotiable instruments of payment that are found to be forged.

1.400.11 On Hand, Refused, Returned, Reconsigned, or Diverted Shipments

Shipments that are undeliverable as tendered shall be held for disposition, pending the written instructions of the Shipper.

These shipments shall be placed "On Hand" and the Shipper shall be immediately contacted for disposition. Weber Distribution shall hold these shipments without additional charge for 3 business days. Upon the 4th business day, and each day thereafter, the Shipper shall be liable for storage charges, at a rate of \$3.15 per day per pallet. Subject to a \$10.50 per day minimum charge. Shipments requiring temperature protected storage under 55 degrees shall be held at a rate of \$157.00/day.

Shipments that returned to the shipper or redelivered to the consignee shall be subject to a charge equal to the original freight charges, in addition to those original charges.

In the case of FTL traffic in which an LTL part of that shipment is refused, Weber will endeavor to provide the lowest possible cost of returning the product. In this case, the shipment will be transported as a FTL to the nearest LTL transportation hub, and shipped as an LTL shipment at the customer's applicable rate back to the origin.

Shipments that are reconsigned or diverted after transit shall be rated as a new shipment, applying the destination shipping hub in which the shipment terminated as the new origin. This shall be in addition to the original freight charges.

Shipments that are reconsigned or diverted before transit from the origin shipping hub shall be re-rated, applying the new destination. The original freight charges shall reduce to a \$26.00 administrative and handling charge for the reconsignment.

1.400.12 Temperature Recorder Placement

Weber Distribution will install portable temperature recorders on shipments transported under temperature-controlled conditions for a fee of \$30.00 per placement. This charge is exclusive of any cost related to the procurement of the instruments used.

1.400.13 Special Freight-handling Equipment

All transportation rates included the use of standard freight handling and transport equipment. Base rates are exclusive of any special equipment that must be supplied to complete delivery or pick up.

Unless otherwise quoted, special equipment use will be charged at a rate of:

Original Invoice(s) amount, including all delivery, pick up, handling, fuel, operating labor, and any other related fees, permits, or charges, + 50%.

1.400.14 Full Truckload Pick up - Ordered Not Used

When a full truckload pick up is ordered but not used, Weber will do its best to mitigate any costs incurred for cancellation of said truck. In the event that Weber incurs an operational cost associated with the cancellation, Weber will charge a fee of \$400.00 or \$2.00 per mile, whichever is greater.

1.500 Transloading, Crossdocking, and Related Services

1.500.1 Handling

Handling rates for transloading, crossdocking, and other handling services are normally offered at a contractual rate based upon the evaluation of the unique needs of the services rendered.

In the absence of such an agreement, the following charges will apply:

Loading and Unloading of Trailers and Containers

Unitized Containers	20'	40'	40' HC	
Palletized / Super Sacks - Container	\$150	\$225	\$295	
SlipSheet - Container	\$250	\$350	\$395	
Flatbed Transload	Container			
	\$300			
Container Unloading	Floor to Floor	Floor to Pallet Lines per Load		
Cases per Load		1 - 4	5 - 10	11 - 15
0 - 500	\$230	\$250	\$325	\$400
501-1000	\$421	\$350	\$425	\$500
1001-1500	\$552	\$400	\$475	\$550
1501-2000	\$644	\$425	\$475	\$550
2001 - 3000	\$828	\$505	\$525	\$600
3001-4000	\$920	\$530	\$685	\$760
4001 - 6000	\$1050	\$730	\$725	\$800
6001-8000	\$1500	\$940	\$850	\$925
Surcharge for cases over 8000 (per case)	\$0.10	\$0.10	\$0.10	
Surcharge for additional skus over 15 (per sku)	\$15.00	\$15.00	\$15.00	
Surcharge for cases over 50 lbs. (per case)	\$0.50	\$0.50	\$0.50	
Storage Free Time	48 Hours			

Bill of Lading Charge: \$15.75 / bill of lading

Goods that are crossdocked, transloaded, or otherwise handled within a Weber facility beyond the scope of a shipment in transit are subject to a maximum liability for loss of \$0.50/lb.

Pallets will be provided at a rate per pallet as follows:

#1GMA 40"X48" \$12.30 #2GMA 40"X48" \$ 9.15

1.500.2 Storage

Rates Quoted on a Per Pallet (or the equivalent volume of 54 cubic feet per unit) Basis

Storage Term	Rate	Minimum
24 Hours	No Charge	No Charge
Per Day	\$3.15	\$26.15
Per Month	\$21.00	\$525.00

The Unloading of Boxcars is beyond the scope of this tariff.

Handling and related services beyond the scope of the activities above will be assessed at an hourly rate:

\$38.48 per man per hour;

\$14.56 per hour per forklift or related freight handling equipment;\$50.25 per roll used, minimum one roll, for stretch wrapping of pallets.

1.600 Administrative Services and Rates

1.600.1 Change in Terms of Freight Charge Assignment

Customer requests to change the terms of the freight charges on a bill of lading will be subject to a fee of \$25.00.

1.600.2 Consolidation Fee

Multiple shipments from a single shipper to a single consignee tendered on multiple bills of lading may be consolidated into a single shipment, enjoying a single document and a consolidated rate for transit. This service is provided, upon prior notice only, at a fee of \$6.25 per bill of lading.

1.600.3 POD, BOL, Appointments and other Shipping Document Requests

Initial requests for copies of shipping documents shall be granted at no additional fee. 2nd and subsequent requests shall be subject to a \$5.25 charge per document generated.

An appointment fee of \$11.00/appointment will be incurred for the administrative time to make appointments for deliveries.

1.600.4 Clerical Hourly Services

Clerical and Administrative services beyond the scope of normal business shall be provided at the discretion of Weber Distribution at the following rates:

Service Offered	Mon-Fri	Sat and After Hrs	Sun and Holidays
Clerical	\$39.52	\$54.08	\$67.60

1.700 Time-Defined Service

1.700.1 Transit Time

Weber Distribution provides transit time information and commitments that are competitive with industry standards. However, no published or promised transit time is provided as a guarantee, warranty or implied liability.

1.700.2 Appointments sort

Weber Distribution schedules appointments as required by shippers and consignees for the purpose of picking up and delivering shipments. However, no appointment scheduled by a Weber employee or its agent is provided as a guarantee, warranty, or implied liability.

1.700.3 Liability, Chargeback's

As a condition of providing service, Shipper holds Weber Distribution harmless from any cost associated with the failure to meet a transit time, appointment, or any other related time-defined commitment. This includes, but is not limited to, chargeback's, subsequent damages resulting from missed appointments, or fees or costs required to reschedule or return shipments.

No Weber employee, except the Vice President, Transportation, may make exception to, or invalidate, any of the conditions set forth here for common or contract carriage.

1.800 Fuel Surcharge Schedule

1.800.1 Appendix A (No temperature range requirement – ambient)

Weber Distribution applies a fuel surcharge to each shipment invoice, applying the California fuel index on the date of the shipment within and between the states of CA, AZ, NV, OR, WA, UT, ID, CO, NM. Freight destined to or originating from all other contiguous states will be subject to the National Price Index.

Freight destined to or originating from all other contiguous states other than CA, AZ, NV, OR, WA, UT, ID, CO, NM will be subject to the National Price Index.

The Federal Department of Energy Fuel Index as of Monday of each week provides the baseline for use for the next 7 days, beginning Wednesday, and continuing through the following Tuesday. This data is obtained and is publicly available at www.eia.doe.gov, or (202) 586-6966.

Fuel surcharge percentage and associated adjustment points are subject to change at any time without notice.

WHEN THE EIA FUEL INDEX IS AT LEAST:	WHEN THE EIA FUEL INDEX IS AT LEAST:	THE TL FUEL SURCHARGE WILL BE:	THE TL FUEL SURCHARGE WILL BE:
2	2.049	10.5%	21.5%
2.05	2.099	11.0%	22.0%
2.1	2.149	11.5%	22.5%
2.15	2.199	12.0%	23.0%
2.2	2.249	12.5%	23.5%
2.25	2.299	13.0%	24.0%
2.3	2.349	13.5%	24.5%
2.35	2.399	14.0%	25.0%
2.4	2.449	14.5%	25.5%
2.45	2.499	15.0%	26.0%
2.5	2.549	15.5%	26.5%
2.55	2.599	16.0%	27.0%
2.6	2.649	16.5%	27.5%
2.65	2.699	17.0%	28.0%
2.7	2.749	17.5%	28.5%
2.75	2.799	18.0%	29.0%
2.8	2.849	18.5%	29.5%
2.85	2.899	19.0%	30.0%
2.9	2.949	19.5%	30.5%
2.95	2.999	20.0%	31.0%
3	3.049	20.5%	31.5%
3.05	3.099	21.0%	32.0%
3.1	3.149	21.5%	32.5%
3.15	3.199	22.0%	33.0%
3.2	3.249	22.5%	33.5%
3.25	3.299	23.0%	34.0%
3.3	3.349	23.5%	34.5%
3.35	3.399	24.0%	35.0%
3.4	3.449	24.5%	35.5%
3.45	3.499	25.0%	36.0%
3.5	3.549	25.5%	36.5%
3.55	3.599	26.0%	37.0%

3.6	3.649	26.5%	37.5%
3.65	3.699	27.0%	38.0%
3.7	3.749	27.5%	38.5%
3.75	3.799	28.0%	39.0%
3.8	3.849	28.5%	39.5%
3.85	3.899	29.0%	40.0%
3.9	3.949	29.5%	40.5%
3.95	3.999	30.0%	41.0%
4	4.049	30.5%	41.5%
4.05	4.099	31.0%	42.0%
4.1	4.149	31.5%	42.5%
4.15	4.199	32.0%	43.0%
4.2	4.249	32.5%	43.5%
4.25	4.299	33.0%	44.0%
4.3	4.349	33.5%	44.5%
4.35	4.399	34.0%	45.0%
4.4	4.449	34.5%	45.5%
4.45	4.499	35.0%	46.0%
4.5	4.549	35.5%	46.5%
4.55	4.599	36.0%	47.0%
4.6	4.649	36.5%	47.5%
4.65	4.699	37.0%	48.0%
4.7	4.749	37.5%	48.5%
4.75	4.799	38.0%	49.0%
4.8	4.849	38.5%	49.5%
4.85	4.899	39.0%	50.0%
4.9	4.949	39.5%	50.5%
4.95	4.999	40.0%	51.0%
5	5.049	40.5%	51.5%
5.05	5.099	41.0%	52.0%
5.1	5.149	41.5%	52.5%
5.15	5.199	42.0%	53.0%
5.2	5.249	42.5%	53.5%
5.25	5.299	43.0%	54.0%
5.3	5.349	43.5%	54.5%
5.35	5.399	44.0%	55.0%
5.4	5.449	44.5%	55.5%
5.45	5.499	45.0%	56.0%
5.5	5.549	45.5%	56.5%

1.800.2 Appendix B (Temperature Range Requirement - A/C)

Weber Distribution applies a fuel surcharge to each shipment invoice, applying the California fuel index on the date of the shipment within and between the states of CA, AZ, NV, OR, WA, UT, ID, CO, NM. Freight destined to or originating from all other contiguous states will be subject to the National Price Index.

Freight destined to or originating from all other contiguous states other than CA, AZ, NV, OR, WA, UT, ID, CO, NM will be subject to the National Price Index.

The Federal Department of Energy Fuel Index as of Monday of each week provides the baseline for use for the next 7 days, beginning Wednesday, and continuing through the following Tuesday. This data is obtained and is publicly available at www.eia.doe.gov, or (202) 586-6966.

Fuel surcharge percentage and associated adjustment points are subject to change at any time without notice.

WHEN THE EIA FUEL INDEX IS AT LEAST:	WHEN THE EIA FUEL INDEX IS AT LEAST:	THE LTL FUEL SURCHARGE WILL BE:	THE TL FUEL SURCHARGE WILL BE:
2	2.049	14.5%	29.5%
2.05	2.099	15.0%	30.0%
2.1	2.149	15.5%	30.5%
2.15	2.199	16.0%	31.0%
2.2	2.249	16.5%	31.5%
2.25	2.299	17.0%	32.0%
2.3	2.349	17.5%	32.5%
2.35	2.399	18.0%	33.0%
2.4	2.449	18.5%	33.5%
2.45	2.499	19.0%	34.0%
2.5	2.549	19.5%	34.5%
2.55	2.599	20.0%	35.0%
2.6	2.649	20.5%	35.5%
2.65	2.699	21.0%	36.0%
2.7	2.749	21.5%	36.5%
2.75	2.799	22.0%	37.0%
2.8	2.849	22.5%	37.5%
2.85	2.899	23.0%	38.0%
2.9	2.949	23.5%	38.5%
2.95	2.999	24.0%	39.0%
3	3.049	24.5%	39.5%
3.05	3.099	25.0%	40.0%
3.1	3.149	25.5%	40.5%
3.15	3.199	26.0%	41.0%
3.2	3.249	26.5%	41.5%
3.25	3.299	27.0%	42.0%
3.3	3.349	27.5%	42.5%
3.35	3.399	28.0%	43.0%
3.4	3.449	28.5%	43.5%
3.45	3.499	29.0%	44.0%
3.5	3.549	29.5%	44.5%
3.55	3.599	30.0%	45.0%
3.6	3.649	30.5%	45.5%
3.65	3.699	31.0%	46.0%

3.7	3.749	31.5%	46.5%
3.75	3.799	32.0%	47.0%
3.8	3.849	32.5%	47.5%
3.85	3.899	33.0%	48.0%
3.9	3.949	33.5%	48.5%
3.95	3.999	34.0%	49.0%
4	4.049	34.5%	49.5%
4.05	4.099	35.0%	50.0%
4.1	4.149	35.5%	50.5%
4.15	4.199	36.0%	51.0%
4.2	4.249	36.5%	51.5%
4.25	4.299	37.0%	52.0%
4.3	4.349	37.5%	52.5%
4.35	4.399	38.0%	53.0%
4.4	4.449	38.5%	53.5%
4.45	4.499	39.0%	54.0%
4.5	4.549	39.5%	54.5%
4.55	4.599	40.0%	55.0%
4.6	4.649	40.5%	55.5%
4.65	4.699	41.0%	56.0%
4.7	4.749	41.5%	56.5%
4.75	4.799	42.0%	57.0%
4.8	4.849	42.5%	57.5%
4.85	4.899	43.0%	58.0%
4.9	4.949	43.5%	58.5%
4.95	4.999	44.0%	59.0%
5	5.049	44.5%	59.5%
5.05	5.099	45.0%	60.0%
5.1	5.149	45.5%	60.5%
5.15	5.199	46.0%	61.0%
5.2	5.249	46.5%	61.5%
5.25	5.299	47.0%	62.0%
5.3	5.349	47.5%	62.5%
5.35	5.399	48.0%	63.0%
5.4	5.449	48.5%	63.5%
5.45	5.499	49.0%	64.0%
5.5	5.549	49.5%	64.5%

1.800.3 Table

Costs are in cents (\$.01)

The fuel surcharge will increase .050 for every .05 of one percentage point (.076 for FTL) rounded to the nearest 0.1% for every point on the EIA Fuel Index above \$5.55. The fuel surcharge schedule above is stated for non-temperature controlled ("dry") shipments.

1.800 Ocean and Rail Drayage Services

1.800.4 Ocean Drayage Accessorial Charges

1. 20' ocean containers with a gross weight of over 36,000 lbs are considered overweight. They shall be loaded onto a three-axle chassis at tariff rates specified for "20' Overweight Containers." Rate includes flip charge.
2. 40' ocean containers with gross weight over 45,000 lbs are likely to exceed the 80,000 lb GVW legal limit, cannot be legally hauled, except with special permits.
3. Tariff rates include return of empty container unit to nearest container station, pier, dock, ramp, or wharf when part of a continuous round trip movement.
4. In the event that a container cannot be transported in a continuous movement from origin to destination due to factors outside the control of the carrier, a charge of \$175.00 shall be assessed for costs related to storage and repositioning.
5. An additional charge of \$150.00 will be assessed when empty container and empty chassis are returned to or picked up from separate locations.
6. Pick-up of containers on a "Same Day" basis is subject to a surcharge of an additional 50% of the original tariff drayage charge.
7. Containers that are unavailable upon arrival after confirmation of availability by the origin dock, ramp, etc. ("Dry-Runs") are subject to a charge of \$85.00 per hour.
8. Payment of Demurrage Fees, Loading, Fees, Flip Charges, Forklift Fees, Leave-on Container Fees, Paperwork Fees, Special Handling Charges, Hazardous Fees, PierPass per container or any other charge that requires Weber to issue a check on behalf of customer, is subject to the amount of the invoice plus 15% of the amount of check., and is subject to the limits and conditions for the advance of funds as defined in Section 1.400.9 of this Tariff.
9. Document pick-up within 25 miles of the pick up or delivery location is subject to a \$78.50 fee.
10. Containers picked up between the hours of 6:00 PM and 3:00 AM ("Off Peak Hours") from the Ports of Long Beach and Los Angeles are subject to a surcharge equal to the current Pier Pass rate per TEU, subject to a minimum charge of \$65.00.
11. The Pre-Pull charge includes FSC. This fee applies when at the request of the shipper's agent or consignee (recipient) of a local delivery, a container is pulled from the harbor/terminal the day prior to the actual delivery day, in order to accommodate an early morning, or later delivery date/time. The Pre-Pull charge is \$100.00 per container when applicable.
12. For all drayage in which the Steamship Line or Chassis pool provider does not supply a chassis without additional charge, a chassis rental fee is assessed. The fee is \$36.00 per day for containers pulled from the Port of Los Angeles or Long Beach, and \$40.00 per day for containers pulled from the Port of Oakland, per chassis (min 2 days). Chassis charges will continue until chassis is returned to port facility consistent with business schedule of the facility.
13. A Reefer and Chassis Split charge of \$150.00 per Container will be assessed if no chassis are available and the driver is required to go to another chassis pool, or when a driver is required to deliver the Genset chassis and the chassis to two separate locations, split charge is applicable. Applies to Genset pickups for Refrigerated containers also.
14. The Overweight Charge is \$75.00 per day, per chassis (min 2 days), when required to use triaxle equipment. \$150.00 fee to apply when a four axle tractor is required to move overweight cargo. Legal axle weights by CA and Interstate Bridge Law observed.
15. Bobtail Charges apply anytime a container delivery is made and no empty container is available to return to the port. Also applies when a driver has to go to a facility tractor only to pick up an empty container. A bobtail fee of one hundred percent (100%) of the drayage fee, plus all accessorial fees, will be charged.
16. All shipments are allotted ninety (90) minutes of free time allowed to pick up a container at a Port Facility.

Waiting Time will be billed at the hourly rate of \$85.00 thereafter. Waiting time is defined as time beginning from when the truck enters the truck line for entry into the Port Facility, and ends when the driver exits the facility, as documented by GPS tracking. Weber shall provide documentation of the real-time data as a part of the invoice. Applicable to full and empty container transactions.
17. Shipper or Consignee Detention Time is defined as the period in which driver must wait for unloading, after the first two hours, at origin for loading or at destination for unloading, an hourly fee of \$85.00 will apply at any non-Weber facility.
18. If applicable. Loaded or Empty dry container Storage Fee is \$35.00 dollars per day. Storage is applicable on receipt day as well.
19. Hazardous container drayage will be assessed a fee of \$150.00.

1.800.5 Detention

As noted in Section 1.400.4 of this Tariff, rail drayage tariff rates include one (1) hour wait time, and ocean drayage tariff rates include ninety (90) minutes of wait time.

Weber Distribution makes all possible effort to avoid detention, "dry runs," and other costs. Normally, if it is possible to avoid additional cost through diversion of a scheduled truck to avoid non-productive miles, hours, or accessorial costs, we will do so and avoid accessing these charges to the shipper.

1.900 Additional Terms and Conditions

1.900.1 Acceptance

(a) All contracts and rate quotation including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of shipper. In the absence of written acceptance, the act of tendering goods described herein for transit or other services by Weber within 30 days from the proposal date shall constitute such acceptance by shipper.

(b) In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by shipper as provided in paragraph (a) of this section, Weber may refuse to accept such goods. If Weber accepts such goods, shipper agrees to rates and charges as may be assigned and invoiced by Weber and to all terms of this contract.

1.900.2 Liability and Limitation of Damages

Accurate Information – Shipper will provide Weber with information concerning the goods in transit, which is accurate, complete and sufficient to allow Weber (1) to comply with all laws and regulations concerning the storage, handling and transporting of goods and (2) avoid the misshipment of the goods. Shipper will indemnify and hold Weber harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which Weber pays or incurs as a result of shipper failing to fully discharge this obligation.

1900.3 Default and Termination

(a) Uncured Default - If either party shall fail to perform any of the covenants or obligations of performance and payment imposed upon it and by virtue of this Agreement (except where such failure is excused under other provisions of this Agreement), the other party shall give the defaulting party written notice, stating specifically the cause for which the notice of default is given. If, within a period of ten (10) days after such notice the defaulting party does not commence with diligence to remove and remedy the default, then the party not in default may cancel this Agreement without any further obligation by furnishing the defaulting party a twenty (20) day notice of cancellation.

1.900.4 Severability and Waiver

(a) If any provision of this receipt or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this receipt shall not be affected thereby but shall remain in full force and effect.

(b) Weber's failure to require strict compliance with any provision of the Bill of Lading shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Bill of Lading.

(c) The provisions of this Bill of Lading shall be binding upon the shipper's heirs, executors, successors and assigns; contain the sole agreement governing goods transported with Weber and, cannot be modified except by a writing signed by Weber.

1.900.5 Temperature Controlled Transit

Weber accepts no responsibility for shrinkage, evaporation, or loss or damage caused by the inherent qualities of the commodities shipped.

1.900.6 Indemnification

Each party to this Agreement shall indemnify and save the other harmless from any and all loss, cost and expense arising out of bodily injury (including death) and damage or loss of property (excluding the Goods where liability is covered in Section 11 above) caused or arising from the negligent act or omission of such party. Where the parties are both negligent they shall share the loss in proportion to their respective negligence provided each party shall pay its own attorneys fees in instances of joint negligence.

1.900.7 Confidentiality

Weber and shipper both agree to follow a policy of strict confidentiality as to the volume or nature of products handled, as to procedures followed, and terms of this Agreement. Weber and shipper shall not make any disclosure of the material terms of this Agreement to any third party except to the extent that such disclosure is required by law or is reasonably necessary to accomplish respective obligations. Either party may make any such disclosure to its auditors or legal counsel.

1.900.8 Audit of Records

Shipper has the right during normal business hours and upon reasonable notice, to inspect the goods and to examine Weber's books, records and accounts pertaining to work performed for Shipper.

1.900.9 Governing of State Law

The provisions of the agreement shall be construed and interpreted according the laws of the State of California.

1.900.10 Hiring

During the term of this Agreement and for a period of one (1) year after termination thereof for whatever reason, Customer shall not induce or solicit, or attempt to induce or solicit, any officer or employee to leave his or her employment with Weber. When hiring Weber personnel, the Customer agrees to pay a conversion fee of one hundred (100%) of the employees' annualized Weber wage rate. Weber will also be entitled to attorneys' fees should it be required to pursue collection of the conversion fees. This policy and fee can be waived with Weber's express written consent.