

## RULES TARIFF

### GENERAL RULES AND SPECIAL CHARGES

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Tariff replaces all prior Rules Tariffs and Contracts (written, expressed and implied). Previously issued Rules Tariffs are null and void. This Rules Tariff may be changed from time to time, generally on the last day of any calendar year. WTF Logistics will send electronic copies to the email address on file for any subsequent changes to the Rules Tariff.

### RATE CONFIRMATIONS

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BROKER will send to CUSTOMER a Load Confirmation for each load tendered to BROKER by CUSTOMER. Load Confirmation will contain the following information:

- ✓ CUSTOMER Name
- ✓ Billing address with email
- ✓ Required Trailer Type
- ✓ Commodity
- ✓ Dimensions
- ✓ Weight
- ✓ Accessorial Required
- ✓ Shipper Address
- ✓ Consignee Address
- ✓ Charge Type
- ✓ Rate
- ✓ Load ready date and time
- ✓ Required delivery date and time

CUSTOMER will review for accuracy, sign and return each Load Confirmation. If CUSTOMER fails to return Load Confirmation presented, tacit approval will have been deemed as received.

### QUOTES / RFQ

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Quotes are valid for 7 days from the date the quote is submitted to the CUSTOMER by the BROKER. Any change to the details of the quote requested, including but not limited to dimensions, shipment date, required delivery date, weight, loading address, delivery address, number of stops, accessories require a rebid. WTF LOGISTICS will not be expected to honor a quote in which the details of the shipment have changed. All quotes / RFQ's for shipment beyond the following 7 days are subject to a fuel surcharge. Fuel surcharge rates are listed in the Fuel Surcharge addendum. Current fuel prices will be based on the index published by the U.S. Department of Energy for the state in which the shipment originates. Quotes for over dimensional freight requiring permits and/or pilot car/state patrol escorts with a shipment date beyond the following 7 days will be quoted and a thirty percent contingency applied.

### ACCESSORIAL CHARGES

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Should CUSTOMER request or require any service in addition to Line Haul, the following fees will apply:

Tarping	\$200 legal load / \$500 Over dimensional load
Mailed original paperwork	\$25 admin fee + cost of postage
Driver hand off-load	\$100 flat fee + \$125 per hour
Load Tracking	\$15 per load
Weight/Scale Charges	\$15 + cost of weighing fee

## ADMINISTRATIVE FEES / LOGISTICS SERVICES

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Should CUSTOMER request BROKER to arrange additional logistics services including but not limited to loading or offloading equipment, Route Surveys, Ferry's, Barge Service, Transloading, Storage, Payment of Demurrage, etc. BROKER will assess an administrative fee of not less than twenty percent and not more than fifty percent plus the cost of the requested service.

## FREE TIME – LOADING/UNLOADING

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WTF Logistics allows 1 hours to load and 1 hours to unload unless additional loading/unloading time is specifically stated on the Rate Confirmation. This applies to all loading and unloading locations.

## DETENTION CHARGES

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Detention begins at the 61-minute mark from the time the carrier checks into the shipper or the receiver, provided that the carrier does not arrive to the location outside of the scheduled arrival time listed on the Load Confirmation. Detention will accrue until all freight is removed from the trailer, Bill of Lading/Proof of Delivery is signed, and the carrier is free to leave. When calculating detention charges, all minutes of time the carrier is detained shall apply irrespective of lunch breaks, coffee breaks, meetings, rest breaks, staffing issues, facility equipment failure. This includes Ports, Government and Military facilities.

Carrier will note the in and out times on the Bill of Lading and give the shipper and/or the consignee the opportunity to make corrections and sign for the detention time. Should a shipper or consignee refuse to or is unavailable to sign, WTF LOGISTICS records will be held as true and valid.

Detention Rates are as scheduled:

Power Unit Only	\$42.50 per one-half hour
Hotshot	\$62.50 per one-half hour
Flatbed	\$75.00 per one-half hour
Stepdeck	\$80.00 per one-half hour
Landoil	\$100.00 per one-half hour
7 – 8 Axle	\$150.00 per one-half hour
9 – 10 Axle	\$200.00 per one-half hour
11 – 12 Axle	\$300.00 per one-half hour
13 Axle	\$350.00 per one-half hour

Should a regular workday end and the carrier is requested or required to lay over until the next business day, the existing detention charges will be added to the following lay over fees:

Power Unit Only	\$350
Hotshot	\$700
Flatbed	\$900
Stepdeck	\$1000

Landoll	\$1800
7 – 8 Axle	\$2000
9 – 10 Axle	\$2300
11 – 12 Axle	\$2500
13 Axle	\$2800

## DUNNAGE / PALLETS / FRAMES

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Dunnage, pallets and/or frames are the responsibility of the shipper. Should CUSTOMER require carrier to provide these items, BROKER will bill to CUSTOMER the cost of dunnage plus a twenty percent service fee.

## PAYMENT AND/OR COLLECTION OF CHARGES

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BROKER will not arrange property for transportation until all rates and charges thereof have been paid by ACH, Wire Transfer or Credit Card, except where other arrangements have been made. If it is determined that the Shipment is not properly described and/or if the weight is incorrectly stated on RFQ, Load confirmation or other communication used by CUSTOMER to request transport, BROKER'S invoice will be revised, and freight charges adjusted to reflect the correct Shipment description and/or correct Shipment weight.

Nothing herein shall limit the right of BROKER to require, at time of Shipment, the pre-payment in part or in full or guarantee of the charges. When satisfactory arrangements for credit have been made between BROKER and the CUSTOMER, the following condition will apply:

WTF Logistics at their sole discretion may extend credit to the CUSTOMER. In accordance with 49 CFR 377, All invoices are due and payable within thirty (30) days of the invoice date. A Late Fee of \$100 for any invoice \$1000 or less and \$200 for any invoice \$1000.01 or more will be added to any invoice not paid within 30 days of invoice date. A finance charge of five (5) percent will also be added to any invoice that remains unpaid after (40) days of the invoice date.

An additional fee equal to one-third (33.3%) of total amount due will be added to any invoice that remains delinquent for 60 days. Invoices that must be turned over to a collection agency, attorney, or other outside party for recovery, the CUSTOMER will be responsible for all costs of court, attorney's fees, collection costs and BROKER administrative fees associated with delinquent invoice.

The standard credit period shall extend 30 calendar days (including Saturday, Sunday, and legal Holidays) from the first 12 O'clock midnight following presentation of the freight bill by BROKER, by email to CUSTOMER. Any load tendered to BROKER from CUSTOMER that requires a purchase order, and purchase order is not received by BROKER prior to completion of the load, shall have the invoice date set to the delivery date of the load and credit period for payment will commence as of that date, regardless of date purchase order is received by BROKER. Unless otherwise specified by BROKER in writing, charges are payable to the BROKER via ACH, Wire Transfer, or, for an administrative fee of 4% a Credit Card will be accepted.

## OFFSETTING CHARGES NOT ALLOWED

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The CUSTOMER shall not delay, offset from, or withhold the payment of any invoice for transportation charges established under the terms of this agreement because of any type of claim, valid or proposed, due to overcharge, charge-back, duplicate payment, damage claim or loss claim on cargo. All claims will be filed and processed separately (See CARGO CLAIMS) and without regard to charges due and owing to BROKER.

## SHORT PAYMENT

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CUSTOMER will waive its right to any recovery of cargo claim presented against WTF LOGISTICS in which a short payment is made against the invoice presented to the CUSTOMER.

## INSURANCE COVERAGE

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Insurance Certificates will be provided at the CUSTOMER's request. The certificate will include all General Liability, Automobile Liability, Motor Truck Cargo, and certain other coverage where necessary. At the CUSTOMER's request, they will be shown as a certificate holder. At the request of the CUSTOMER, WTF LOGISTICS will list CUSTOMER as Additional Insured. All requests by CUSTOMER for Additional Insured will incur a one-time one hundred- and fifty-dollar (\$150) charge. Additional Insured will renew yearly on policy renewal date.

WTF Logistics LLC represents that the carriers that it uses will hold effective cargo insurance for all loads placed for transportation with them, and that the benefits of such insurance shall insure to the CUSTOMER.

## CARGO LIABILITY

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WTF LOGISTICS, including subcontractors, liability does not commence until the loaded cargo is pulled from the loading location. WTF LOGISTICS liability for cargo loss or damage will not exceed \$100,000 per occurrence and shipments will not be accepted unless released to a value of \$100,000. CUSTOMER may request an increase in legal liability by submitting a written request for a higher value. Cargo with a declared value more than \$100,000 must be stated on the rate confirmation sent to SHIPPER by BROKER.

If a shipment is inadvertently accepted without the required Released Value Declaration, WTF LOGISTICS liability will be limited to no more than \$100,000. WTF LOGISTICS will only be liable for actual cost of cargo damages and will not be liable for incidental, exemplary, punitive, or consequential damages, lost revenue or any other indirect cost suffered by the shipper as the result of shortage or damage to shipments tendered.

## CARGO CLAIMS

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Claims must be filed, in writing, and must include the following:

1. Specific dollar amount of damage/shortage claimed
2. Original Shipper's Copy of Bill of Lading
3. Photo evidence of the damage of loss claimed
4. Reason for Claim (loss or Damage)
5. BROKERS load number, same as invoice number
6. Claimant name, address, telephone number and email
7. Copy of Receivers Signed copy of Bill of Lading
  - a. Must note damages or shortages on the Bill of Lading
8. Verification of paid invoice BROKER sent to CUSTOMER

Send all required documents to:

WTF LOGISTICS LLC  
ATTN: Claims Department  
2818 Black Lake Blvd SW  
Tumwater, WA 98512

## EQUIPMENT ORDERED – NOT USED

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Cancellation of an order must be made prior to carrier dispatch. If a carrier is dispatched, the rate listed on the load confirmation will be charged. Any order that is tendered to BROKER as time sensitive or “EXPEDITED” and cancelled after the load is tendered to BROKER, regardless of if carrier has been dispatched, will be charged 50% of the rate listed on the load confirmation.

## OVER-DIMENSIONAL FREIGHT

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All loads tendered to BROKER by CUSTOMER that exceed legal dimensions require permits for all states the load will transit through. All quotes and/or bids for Over-Dimensional Freight are based on current road conditions, known restrictions, and best available routes. Over-Dimensional Freight quotes for future dates are budgetary only and can change based on road conditions, restrictions, and available routes at the time of shipment.

All loads tendered to BROKER with dimensions exceeding 10’0” wide and/or 10’6” tall and/or 60’0” long and/or with any one piece over 40,000# must have a schematic attached. Schematics must show points of securement. All overweight freight requires chain points. Over Dimensional freight that requires special securement that is outside of industry standards must be disclosed to BROKER at the time the load is tendered. CUSTOMER WAIVES THEIR RIGHT TO MAKE ANY CLAIM AGAINST WTF LOGISTICS IF CUSTOMER FAILS TO DISCLOSE OR PROVIDE THE INFORMATION LISTED IN THIS SECTION NO LESS THAN 24 HOURS PRIOR TO SHIP DATE.

## CUSTOMER OWNED TRAILERS – POWER ONLY

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All shipments tendered to BROKER by CUSTOMER in which CUSTOMER request the commodity to be transported is a trailer owned by the CUSTOMER or Shipper the CUSTOMER affirms the following:

- ✓ Trailer has current registration
  - Registration must be with the trailer and provided to the carrier at time of pick up
    - Any trailer found to be without proper license plates and registration will be subject to a temporary registration. BROKER will bill to CUSTOMER the actual cost of the registration for all states trailers will transit through plus a twenty dollar per state administrative fee
- ✓ Trailer has current annual inspection
  - Annual inspection must be with the trailer and provided to the carrier at time of pick up
    - Trailers without current annual inspection will be, at the carrier’s discretion, taken to the nearest inspection location for this service to be performed. BROKER will invoice CUSTOMER detention time, plus the cost of the annual inspection plus a twenty percent administrative fee.
- ✓ Trailer has working lights
- ✓ Trailer has working brakes
- ✓ Trailer has tires in good condition
- ✓ Trailer has working safety chains
  - This does not apply to Semi Trailers
- ✓ Trailer has working Break-a-Way
  - This does not apply to Semi Trailers

The CUSTOMER agrees that should the CUSTOMER owned trailer experience mechanical failure in transit, all costs of repair to the CUSTOMER owned unit will be billed to the CUSTOMER at cost of repair plus twenty percent. Detention time will be charged at standard rates while the CUSTOMER owned trailer is being repaired and carrier is unable to proceed with transit.

### PROHIBITED AND RESTRICTED ITEMS

WTF Logistics will not accept tenders for shipments that include any of the following items:

1. Currency of any kind
2. Museum Exhibits
3. Articles of Antiquity
4. Original works of Art
5. Precious Stones
6. Letters / Mail
7. Valuable papers
8. Articles of extraordinary value
9. Hazardous items that require placards
10. Items currently illegal in any U.S. State
11. Alcohol
12. Perishables
13. Firearms

Should any shipment tendered to WTF LOGISTICS be found to contain any of the above-mentioned items, WTF LOGISTICS, subcontractors, employees, agents, and associates will not be liable for any loss or claim presented against said shipment.

## CROSS BORDER – CANADIAN SHIPMENTS

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WTF Logistics requires prior to dispatching equipment the following for, and any shipment tendered the BROKER that includes transit into or out of Canada.

- ✓ Commercial Invoice
- ✓ Type of transit
  - Import
  - Export
  - Temporary Import
  - American Goods Returned
  - Goods Astray
- ✓ Customs BROKER Information
  - Name
  - Point of Contact
  - PARS/PAPS submission email or portal
  - CUSTOMERs account number (if applicable)
- ✓ Certificate of Origin
- ✓ LACEY forms for shipments out of Canada containing wood products

All shipments that are crossing the Canadian border require that we receive your commercial invoice, customs broker contact info and a CLEAR TO CROSS status from customs prior to loading. Your shipment will be DELAYED if all customs documents are not received 4 hours prior to loading and/or your customs broker is unresponsive.

Detention charges will apply to any shipment detained at the Canadian border due to inaccurate information provided, lack of information provided and/or delays by Customs BROKER processing the shipment.

## TRANSPORTATION DELAYS

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WTF LOGISTICS is not liable for delay, interruption, or other failure to transport any shipment tendered to WTF LOGISTICS as a normal transit time shipment. No such guarantee is expressed or implied. Dates and times listed on a load confirmation are estimates based on normal transit times under normal conditions with a solo driver abiding by all Hours of Services laws and with no account for acts of GOD, riot, civil discord, road closures, mechanical break downs.

WTF LOGISTICS will not be liable for alternative transportation costs, or other direct expenses or consequential, special, indirect, or exemplary damages arising out of any delay to shipments, unless CUSTOMER has provided a prior written description of the nature and type of such potential delay-related damages, and WTF LOGISTICS has agreed in writing to accept

responsibility for such damages. CUSTOMER notations on a Bill of Lading signed by a driver do not constitute adequate notification and/or acceptance of such special damages.

## TIME SENSATIVE / EXPEDITED SERVICE

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Time sensitive shipments must have the words "EXPEDITED" listed on the load confirmation. WTF LOGISTICS will guarantee the delivery date of any shipment tendered as "EXPEDITED" with the extent of the liability of the guarantee limited to fifty percent of the cost billed to the CUSTOMER for the shipment.

## UNSAFE CONDITIONS

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WTF LOGISTICS shall not be requested or expected to arrange transport to or from any location which is unsafe or impractical to operate a vehicle because of (but not limited to):

1. Condition of roads off the National Highway System  
([https://www.fhwa.dot.gov/planning/national\\_highway\\_system/nhs.pdf](https://www.fhwa.dot.gov/planning/national_highway_system/nhs.pdf) )
2. Ground unfit for truck/trailer passage
3. Narrow gates / driveways
4. Route to destination restricted by weight or size
5. Inadequate loading/unloading facilities
6. Any riots or civil/labor disturbances

WTF LOGISTICS reserves the right to assess additional charges to CUSTOMER if CUSTOMER knowingly tenders shipment to BROKER that causes any carrier to require the use of a tow truck or crane due to CUSTOMER not disclosing loading or unloading locations with any of the above-mentioned situations within 2 miles of any location listed on Load Confirmation. Known obstacles, dirt roads, roads with a width less than two feet wider than the widest part of the truck or load, private roads with clearance issues, weight restricted bridges, and any other known potential hazard off the National Highway System must be disclosed prior to acceptance of tender by BROKER.

## RE-DELIVERY CHARGES

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Should WTF LOGISTICS' carrier present the requested equipment as stated in the Load Confirmation at the Shipper/Consignee facility and is subsequently turned away, the original rate listed in the Load Confirmation will be assessed. A redelivery charge up to the original rate will then be added when the equipment is again dispatched to the facility for loading/unloading.

