

Tri-Cities Intermodal LLC

Rules of Transportation

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1 GENERAL TERMS AND CONDITIONS

1.1 Overview

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

1.2 Description of Tri-Cities Intermodal's Business

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

1.3 Contracts and the Rules of Transportation

Clients are referred to Contract Holders under these *Rules of Transportation*. Our underlying transportation services are contracted from Railroads, Draymen and Trucking Companies using TCI controlled equipment. The signatories of the Basic Transportation Agreement agree to abide by the TCI *Rules of Transportation* and those of TCI's underlying carriers. All carriers used by TCI to transport shipments have rules and charges relating to accessorial issues. Unless these charges were caused solely by TCI, the Contract Holder is responsible for accessorial charges.

1.3.1 Contracts with Rail Transportation Providers

All shipments managed by TCI are subject to the terms, conditions, limitations and procedures of Intermodal Circulars of the rail carriers participating in these movements as well as the Intermodal Safe Container Act.

1.3.2 Contracts with Dray Carriers

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

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1.4 Rates, Charges and Credit

1.4.1 Rates

Rates exist for their specified published duration. Rates are either contractually agreed upon or based on TCI rate confirmation. Market conditions, advance notifications, and capacity result in dynamic rates unless contracted.

1.4.2 Fuel Surcharges

TCI assesses a fuel surcharge on transportation rates using the Weekly U.S. National Average Retail On- Highway Diesel Price published by the Department of Energy which can be accessed at <https://www.eia.gov/petroleum/gasdiesel/>. The matrix used to determine the fuel charge is included as Appendix A of this document. The TCI fuel surcharge will be calculated each Monday, and the resulting fuel surcharge percentage will become effective at 12:01 AM on Tuesday and remains valid until 11:59 PM the following Monday. If Monday is a holiday the new fuel surcharge will be calculated on Tuesday. The resulting surcharge percent will apply to net line-haul charges only; no surcharge shall apply to accessorial charges unless specifically listed in this document.

1.4.3 Payment Terms

Invoices are due to be paid within fifteen (15) calendar days of the invoice date.

1.4.4 Late Fee

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

1.4.5 Failure to Pay

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

1.5 Contract Holder Guarantees Collect Shipments

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

1.6 Bills of Lading and Other Documents

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

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1.7 Disclaimer of Certain Damages

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

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

2 FREIGHT CLAIMS

2.1 Role of TCI

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

2.2 Limits of Liability

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

3 SHIPPING INSTRUCTIONS

TZUO Container and ISO non-Export shipping instructions should be provided electronically through EDI transmission or via email to booking@tricityintermodal.com.

Export container (ISO) shipping instructions should be provided electronically through EDI transmission or via email to booking@tricityintermodal.com.

3.1 Required Information

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

3.1.1 Required Information – TZUO Domestic Container

- a. Name of Contract Holder;
- b. Telephone number of Contract Holder's office providing shipping instructions;
- c. Quote Number for shipment;
- d. Commodity description;
- e. Exact lading weight in pounds (including pallets and shipping materials);
- f. Origin pick-up address and contact phone number;
- g. Destination delivery address and contact phone number;
- h. Temperature setting requirements;

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- i. Any special routing or handling instructions (such as fumigation, etc.); and,
- j. Any other contact number that will assist in the handling of pick-up and delivery appointments.

3.1.2 Required Information – International ISO shipments

- a. Name of Contract Holder;
- b. Name of Ocean Carrier
- c. Booking Number (for export, empty movements)
- d. Customs Clearance, Ocean Bill of Lading (OBL) surrender, and Freight release (for import)
- e. Telephone number of Contract Holder's office providing shipping instructions;
- f. Quote Number for shipment;
- g. Commodity description;
- h. Exact lading weight in pounds (including pallets and shipping materials);
- i. Origin pick-up address and contact phone number;
- j. Destination delivery address and contact phone number;
- k. Temperature setting requirements;
- l. Any special routing or handling instructions (such as fumigation, etc.); and,
- m. Any other contact number that will assist in the handling of pick-up and delivery appointments.

3.2 Acceptance

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

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

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

3.3 Timeliness of the Order

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

3.4 Cancellation or Diversion of Orders

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

4 TRANSPORTATION OBLIGATION

4.1 No Dispatch, Schedule or Transit Time Guarantee

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

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4.2 Freight Transportation Network

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

5 HAZARDOUS MATERIALS

5.1 Forbidden Movement

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

5.2 Reporting

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

6 REJECTION OF SHIPMENTS

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

7 CONTRACT HOLDERS RESPONSIBILITY

7.1 Loading, Blocking and Bracing

7.1.1 Contract Holder Responsibility

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

7.1.2 Contract Holder Warranties

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

7.2 Weight Distribution and Gross Weight and Axle Overweight Conditions

- a. The gross weight of the container and its contents may not under any circumstances exceed state and federal laws governing the weight or the prescribed carrying weight of the container. Shipments must be in compliance with the Intermodal Safe Container Act.
- b. The weight of the lading and shipping materials may not exceed 42,500 pounds for domestic 53' containers. The weight of the lading and shipping materials may not exceed 52,000 pounds for ISO containers.

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- c. Freight weight must be evenly distributed between the rear tires and kingpin.
- d. Neither TCI nor any of its underlying carriers will be responsible for any weight violation due to weight of the product and shipping materials. Contract Holders will be responsible for all costs and liability arising out of overweight condition of the equipment including fines or penalties, repair of damaged equipment, storage and redelivery charges, loss and damage of freight and adjustment and trans-load services expenses.

7.3 Loaded Forklifts and Floor Ratings

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

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

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

7.5 Cross Vans

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

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

8.1 TCI Responsibilities Under FSMA and SFTA

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

8.2 Shipper to Shipper Relationship

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

8.3 Loader Acceptance

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

8.4 Quality Assurance

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

8.5 Allergen Segregation Requirements

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

8.6 Railroad Seal Application and Control

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

8.7 Lumper Repayment

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

8.8 Tender and Bill of Lading

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

9 STANDARD ACCESSORIAL CHARGES

Accessorial charges will apply, when incurred, based on the Tri-Cities Intermodal Accessorial Agreement, included in this document as Appendix B.

9.1 Additional Mileage Charges

All loads are quoted from a specific, single origin point to a specific, single destination point (“Route Miles”) and based on PC Miler, Practical Miles, current version unless specified in rate confirmation.

Additional mileage charges referenced in Appendix B will apply using PC Miler Practical Miles, current version (plus TCI’s current fuel surcharge). Out of route miles will be calculated based on actual drayage miles required in addition to Route Miles.

9.2 No Pallet Exchange

TCI does not participate in pallet exchanges.

9.3 In House and Federal Inspections

Occurs when the Contract Holder requests TCI to inspect the load or a FDA inspection is initiated: If detention occurs or if an additional stop is required for inspection, applicable detention, stop-off fees and out of route mileage fees will apply.

9.4 Container Drop

If the Contract Holder has a fuel requirement on dropped containers, this should be communicated in writing to TCI prior to the drayman’s departure. The contract holder is responsible for notifying TCI in writing of the empty or loaded release of the container.

10 GENERAL PROVISIONS

10.1 Severability

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

10.2 Waiver

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

10.3 Cumulative Remedies

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

10.4 Liquidated Damages

In a number of sections of these Rules are set forth administrative charges that TCI may assess in connection with specified incidents of noncompliance with these Rules. The Contract Holder acknowledges that TCI will incur administrative and other internal costs in dealing with the Contract Holder's failure to comply with the specified sections of these Rules and that it is difficult to quantify precisely the cost of the administrative burden imposed on TCI in advance. Such administrative charges are intended to approximate to the internal costs incurred by TCI and are liquidated damages for such noncompliance, not a penalty.

10.5 Amendments to these Rules

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

10.6 Variations from these Rules

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

10.7 Interpretation

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

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10.8 Governing Law

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

10.9 Force Majeure

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

10.10 Signing Authority

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

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Appendix A – Tri-Cities Intermodal LLC Fuel Surcharge

**INTERMODAL
FUEL SURCHARGE**



Fuel Price (cents/gal)	Surcharge Percentage	Fuel Price (cents/gal)	Surcharge Percentage	Fuel Price (cents/gal)	Surcharge Percentage
\$0.00 - \$1.059	0.00%	\$2.58 - \$2.619	19.50%	\$4.14 - \$4.179	39.00%
\$1.06 - \$1.099	0.50%	\$2.62 - \$2.659	20.00%	\$4.18 - \$4.219	39.50%
\$1.10 - \$1.139	1.00%	\$2.66 - \$2.699	20.50%	\$4.22 - \$4.259	40.00%
\$1.14 - \$1.179	1.50%	\$2.70 - \$2.739	21.00%	\$4.26 - \$4.299	40.50%
\$1.18 - \$1.219	2.00%	\$2.74 - \$2.779	21.50%	\$4.30 - \$4.339	41.00%
\$1.22 - \$1.259	2.50%	\$2.78 - \$2.819	22.00%	\$4.34 - \$4.379	41.50%
\$1.26 - \$1.299	3.00%	\$2.82 - \$2.859	22.50%	\$4.38 - \$4.419	42.00%
\$1.30 - \$1.339	3.50%	\$2.86 - \$2.899	23.00%	\$4.42 - \$4.459	42.50%
\$1.34 - \$1.379	4.00%	\$2.90 - \$2.939	23.50%	\$4.46 - \$4.499	43.00%
\$1.38 - \$1.419	4.50%	\$2.94 - \$2.979	24.00%	\$4.50 - \$4.539	43.50%
\$1.42 - \$1.459	5.00%	\$2.98 - \$3.019	24.50%	\$4.54 - \$4.579	44.00%
\$1.46 - \$1.499	5.50%	\$3.02 - \$3.059	25.00%	\$4.58 - \$4.619	44.50%
\$1.50 - \$1.539	6.00%	\$3.06 - \$3.099	25.50%	\$4.62 - \$4.659	45.00%
\$1.54 - \$1.579	6.50%	\$3.10 - \$3.139	26.00%	\$4.66 - \$4.699	45.50%
\$1.58 - \$1.619	7.00%	\$3.14 - \$3.179	26.50%	\$4.70 - \$4.739	46.00%
\$1.62 - \$1.659	7.50%	\$3.18 - \$3.219	27.00%	\$4.74 - \$4.779	46.50%
\$1.66 - \$1.699	8.00%	\$3.22 - \$3.259	27.50%	\$4.78 - \$4.819	47.00%
\$1.70 - \$1.739	8.50%	\$3.26 - \$3.299	28.00%	\$4.82 - \$4.859	47.50%
\$1.74 - \$1.779	9.00%	\$3.30 - \$3.339	28.50%	\$4.86 - \$4.899	48.00%
\$1.78 - \$1.819	9.50%	\$3.34 - \$3.379	29.00%	\$4.90 - \$4.939	48.50%
\$1.82 - \$1.859	10.00%	\$3.38 - \$3.419	29.50%	\$4.94 - \$4.979	49.00%
\$1.86 - \$1.899	10.50%	\$3.42 - \$3.459	30.00%	\$4.98 - \$5.019	49.50%
\$1.90 - \$1.939	11.00%	\$3.46 - \$3.499	30.50%	\$5.02 - \$5.059	50.00%
\$1.94 - \$1.979	11.50%	\$3.50 - \$3.539	31.00%	\$5.06 - \$5.099	50.50%
\$1.98 - \$2.019	12.00%	\$3.54 - \$3.579	31.50%	\$5.10 - \$5.139	51.00%
\$2.02 - \$2.059	12.50%	\$3.58 - \$3.619	32.00%	\$5.14 - \$5.179	51.50%

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\$2.06 - \$2.099	13.00%	\$3.62 - \$3.659	32.50%	\$5.18 - \$5.219	52.00%
\$2.10 - \$2.139	13.50%	\$3.66 - \$3.699	33.00%	\$5.22 - \$5.259	52.50%
\$2.14 - \$2.179	14.00%	\$3.70 - \$3.739	33.50%	\$5.26 - \$5.299	53.00%
\$2.18 - \$2.219	14.50%	\$3.74 - \$3.779	34.00%	\$5.30 - \$5.339	53.50%
\$2.22 - \$2.259	15.00%	\$3.78 - \$3.819	34.50%	\$5.34 - \$5.379	54.00%
\$2.26 - \$2.299	15.50%	\$3.82 - \$3.859	35.00%	\$5.38 - \$5.419	54.50%
\$2.30 - \$2.339	16.00%	\$3.86 - \$3.899	35.50%	\$5.42 - \$5.459	55.00%
\$2.34 - \$2.379	16.50%	\$3.90 - \$3.939	36.00%	\$5.46 - \$5.499	55.50%
\$2.38 - \$2.419	17.00%	\$3.94 - \$3.979	36.50%	\$5.50 - \$5.539	56.00%
\$2.42 - \$2.459	17.50%	\$3.98 - \$4.019	37.00%	\$5.54 - \$5.579	56.50%
\$2.46 - \$2.499	18.00%	\$4.02 - \$4.059	37.50%	\$5.58 - \$5.619	57.00%
\$2.50 - \$2.539	18.50%	\$4.06 - \$4.099	38.00%	\$5.62 - \$5.659	57.50%
\$2.54 - \$2.579	19.00%	\$4.10 - \$4.139	38.50%	\$5.66 - \$5.699	58.00%

Each Monday, the Department of Energy (DOE) reports the weekly fuel price, establishing the basis for the fuel surcharge for the forthcoming week. The updated fuel surcharge takes effect at 12:01 AM on Tuesday and remains valid until 11:59 PM the following Monday. These charges align with the national average fuel price determined by the U.S. DOE. If fuel prices exceed \$5.699 per gallon, the fuel surcharge will increase by an additional 0.50% for every increment of four cents per gallon.

Tri-Cities Intermodal LLC Rules of Transportation

Appendix B – Accessorial Agreement, Version I Effective January 1, 2024

Service	Charge for Domestic	Charge for ISO	Description/Conditions
Driver Detention / Stand By Time			
First 2 hours	Free	Free	Detention begins at the time of specific appointment or at arrival for FCFS appointments.
First hour or any portion thereof	\$100	\$100	
Every quarter hour after	\$25	\$25	Maximum 10 hours detention, then layover charge applies.
Driver Assist			
First hour or any portion thereof	\$100	\$100	Driver (un)loading
Every quarter hour after	\$25	\$25	
Lumpers			
	Actual Cost	Actual Cost	Lumpers are actual cost per valid receipt.
Container Drop Demurrage (at Shipper or Consignee)		N/A	
Reefer not running	\$200 per day		Applied 48 hours after container drop.
Reefer running	\$250 per day		
Storage (at Rail Ramp, Drayman's yard, or other 3rd party facility)			
Reefer not running	\$200 per day	\$200 per day	Applied 24 hours after notification.
Reefer running	\$250 per day	\$250 per day	
Restacking of Refused Product	Cost + \$100	Cost + \$100	Cost of restack and securement + \$100 handling fee plus \$2.50/mile (min \$400).
Diversion	\$100 + \$2.50/mi*	\$100 + \$2.50/mi*	Flat fee plus per mile charge (min \$400) plus stop-off charges.
Equipment Ordered and Not Used (Dry Run or TONU)	\$2.50/mi*	\$2.50/mi*	TONU min \$400 for cancellation < 12 hours from pickup. Dry Run charges apply as incurred.
Stop-off Charge			
1st stop (2 hours free)	\$100	\$100	Additional stops charged incrementally.
2nd stop (1 hour free)	\$200	\$200	
3rd stop (1 hour free)	\$300	\$300	
4th and additional stops (1 hour free)	\$500	\$500	
Layover Charge	\$500	\$500	For overnight driver delay when incurred.
Overweight Rework	Cost + \$2.50/mi*	Cost + \$2.50/mi*	Rework billed at actual cost plus mileage (min charge applicable).
Redelivery	\$2.50/mi*	\$2.50/mi*	Per mile basis (min \$400) plus storage charges.
Removal of Dunnage/Debris & Disinfection	\$150 minimum + \$100	\$150 minimum + \$100	Cost plus handling fee, disinfection fee for organic debris.
Equipment Misuse	\$1,000	N/A	Per occurrence plus any damage to equipment.
In House and Federal Inspection	\$100 + Cost	\$100 + Cost	Flat fee plus actual cost at Contract Holder's request.

*All mileages based on PC Miler, Practical Miles (current version), and Tri-Cities Intermodal fuel surcharge.