

Terms and Conditions of Service

Buckeye Intermodal

I. SCOPE

These terms and conditions apply all aspects of motor carrier and related services performed by Buckeye Intermodal. The terms and conditions apply equally to shippers, consignees, intermediaries, brokers, freight forwarders utilizing or benefiting from services provided by Buckeye Intermodal (herein referred to collectively as the “Customer”).

II. AUTHORITY

Buckeye Intermodal maintains authority and is registered to provide both common and contract highway transportation for hire and act as a broker of general commodities in interstate and from and to points within the State of Ohio.

III. LIMITATION OF LIABILITY

Buckeye Intermodal’s liability for loss or damage of all or any part of the goods comprising a shipment is hereby limited to a maximum monetary value of \$100,000.00 per occurrence or actual damages experienced by the customer, whichever is less. Under no circumstances shall Buckeye Intermodal be liable for special, consequential, incidental or indirect damages, loss or injury. Buckeye Intermodal will not be held liable for any losses attributable to fluctuations in the market value of cargo.

Where a shipment moves under a third party bill of lading which further limits the liability for loss or damage of goods to an amount less than the limits set forth herein, the lesser limits, designated by the third party bill of lading, shall apply. Under no circumstances shall a third party bill of lading increase the limits of liability established in this document.

Buckeye Intermodal will not transport any shipment with an actual or declared value in excess of \$100,000.00. Shipments tendered with values in excess of this amount will result in a declared value \$100,000.00 being applied to the non-conforming shipment.

IV. CLAIMS FOR LOSS OR DAMAGE OF GOODS

Any claim for loss or damage of goods shall be filed with Buckeye Intermodal by the Customer within nine (9) months immediately following delivery of the goods affected. Loss or damage claims shall be investigated, filed, handled, and dispensed with in a manner consistent with 49 CFR 370.3 and 49 CFR Part 1005. Within a reasonable period of time after receipt of a properly filed claim, Buckeye Intermodal will allow or reject all or a portion of the claim in writing. In case of rejection, the Customer must file any ensuing action, whether at law or in equity, within two (2) years of receiving notice of such rejection. The Customer's failure to adhere to the time limits established herein shall act as a complete and absolute bar to any further proceedings against Buckeye Intermodal.

If a shipment moves under the terms of a through intermodal ocean bill of lading where Buckeye Intermodal is a participating carrier, the liability of Buckeye Intermodal will be no greater than the liability of the ocean carrier issuing the intermodal ocean bill of lading.

Buckeye Intermodal is not responsible for loss or damage of goods transported as a sealed shipment, unless the seal integrity is breached while under the care, custody and control of Buckeye Intermodal.

V. CARGO CONTAINMENT AND SECURITY

All containerized shipments tendered to Buckeye Intermodal will be accepted for transport as "shipper's load and count," regardless of any notation, or lack thereof, to the bill of lading. Buckeye Intermodal is not responsible for the load, count or condition of goods comprising shipments under seal, goods loaded onto spotted equipment, or goods loaded outside the presence of Buckeye Intermodal's driver.

The Customer is responsible for affixing any desired seal(s) to the intermodal container and recording the seal number(s) on the bill of lading. Use of a seal is prima facie evidence of shipper's load and count, regardless of any notation to the contrary or otherwise on the bill of lading.

The Customer is responsible for packaging, loading, blocking, bracing and otherwise securing any and all goods comprising a shipment to protect against damage or loss and ensure safe transportation, delivery and unloading of such goods. Further, the Customer will protect, indemnify and hold Buckeye Intermodal harmless from and against any and all claims, actions or other liability arising directly or indirectly out of the Customer's failure or refusal to properly package, load, block, brace or otherwise secure the goods.

VI. DAMAGE TO PROPERTY

Customer is responsible for reporting any damage to private property caused by Buckeye Intermodal drivers within twenty four hours of occurrence. Buckeye Intermodal is not responsible for damages resulting from normal and ordinary use of facilities, material handling equipment, or security devices.

VII. RATES, FEES AND CHARGES

For transportation provided beyond the scope specified in a quotation or other agreement, Buckeye Intermodal will charge \$1.85 / per mile with a minimum of \$150.00 plus applicable fuel surcharges.

The Customer will make payment to Buckeye Intermodal within fifteen (15) days from the date of the invoice. If an invoice is sent electronically (i.e., EDI, fax, e-mail, etc.), the date of transmission shall be the date of the invoice.

Payments not received within thirty (30) days from the date of the invoice are subject to interest at the rate of one and one-half percent (1½%), compounded monthly.

Customer is responsible for additional charges, fees, and fines incurred as a result of errors and omissions on transportation orders produced by Customer or its agents. Revisions to transportation orders must include the

word “revision” on the document containing the transport order details.

VIII. RETURNED CHECKS

A \$35.00 handling fee will be assessed against and payable by the Customer on any check returned as unpaid for insufficient funds.

IX. DEMURAGE AND PER DIEM CHARGES

Buckeye Intermodal will not accept responsibility for demurrage or per diem charges on any cargo or equipment, but will instead advance such charges for to Customer for collection under separate invoice.

Demurrage (rail/pier storage of containers on arrival) - transport orders with pick-up information must be received by Buckeye Intermodal two days prior to the expiration of free time for demurrage unless otherwise specified by Buckeye Intermodal.

Per Diem (charges for extended possession of containers beyond allowed time) –Customers must make containers available for transport two days prior to the expiration of free time for per diem unless otherwise specified by Buckeye Intermodal.

Buckeye Intermodal charges an administrative fee to advance demurrage or per diem charges on behalf of Customers.

X. DETENTION

When Buckeye Intermodal truck(s) are delayed or detained on the premises of shipper or consignee, detention time charges will be assessed two hours after the scheduled appointment time or two hours after the arrival of driver if no appointment is required. Detention is calculated in increments of ¼ hour.

XI. DRIVER LABOR UNLOAD/LOAD

Buckeye Intermodal does not furnish labor to load or unload containers unless arrangements are made prior to the loading or delivery.

XII. CARE AND CUSTODY OF EQUIPMENT

Customers are required to unload containers completely and return them in a “broom clean” condition. This includes removal of dunnage, debris, bulk product residue, and oil/solvents. A container cleaning charge will be assessed to Customers that do not unload containers according to this requirement.

Customer is responsible for safeguarding containers and chassis dropped to their facility. In the event of damage or loss, Customer will be liable for repair or replacement of containers and chassis’.

XI. CUSTOMS OR IN-BOND FREIGHT

Customer or their agent must specify the US Customs inspection address for any container transported “in-bond”. An additional stop-off charge will apply for in-bond inspections.

XII. OVERWEIGHT CONTAINERS

Additional charges will apply for any shipment that exceeds the allowable weight limitations for transport. This includes exceeding maximum gross vehicle weight or individual axle weights of the tractor and chassis transporting the shipment.

The maximum allowable net cargo weight will be determined by the type of container and chassis that is used for transport. Customers are responsible for adhering to Buckeye Intermodal loading guidelines to ensure that tractor, container, chassis, and cargo do not exceed maximum weight limits established by state departments of transportation or other authorities.

Note: tendering a shipment with a net cargo weight less than the maximum weight specified in loading guidelines can still result in an overweight container. Containers must be loaded so that the individual axle weight limits are not exceeded on the tractor/chassis combination. See “Buckeye Intermodal Loading Guidelines” for detailed explanation.

Where it is impractical or not possible to determine the correct gross and axle weights before the shipment must travel on a public highway, the shipper shall state the maximum possible weight of the shipment.

Customer is responsible for payment of overweight fines imposed on Buckeye Intermodal on containers that are manifested with net cargo weights less than actual scaled weight. This includes containers loaded by customer and containers received by customer which have been loaded by an overseas shipper.