

APPLICABLE RULES AND ACCESSORIAL CHARGES



TRUCKING, INC.

GENERAL

- 1 Limit of Liability:** Watkins and Shepard's liability for lost or damaged carpet, area rugs, furniture or other freight carried by Watkins and Shepard or any other carrier at its request, is limited to a maximum of stated liability limits, including but not limited to \$20 per square yard on carpet, \$325 per chair, \$500 per loveseat, \$700 per sofa, and \$850 per casegood or the equivalent value. By accepting the attached rates and shipping freight with Watkins and Shepard, Payor understands that it shall have no recourse against Watkins and Shepard or any other carrier shipping such commodities at the request of Watkins and Shepard for claims arising for lost or damaged freight beyond the stated limits. If Payor anticipates that commodities to be shipped by Watkins and Shepard are in excess of stated limits, Payor acknowledges that it is responsible for insuring such commodities appropriately at its own expense.
- 2 Excessive claims:** With merchandise for customers with excessive claims, Watkins and Shepard Trucking, Inc. reserves the right to include a claims allowance surcharge on each invoice as a percentage of freight charges.
- 3 Watkins and Shepard Trucking, Inc.** reserves the right to refuse freight for reasons that prevent Watkins and Shepard Trucking, Inc. from maintaining acceptable profit margins (i.e. poor credit, insufficient packaging, excessively high valued freight, etc.)
- 4 Incorrect Routings:** For shipments incorrectly routed via Watkins and Shepard Trucking, Inc. and returned back to the shipper, a handling and return delivery fee will be charged to cover our operating expenses. If an interline carrier is required for the return, their charges will be billed to the shipper collect.
- 5 Reconsignment Before Shipping Fee:** \$28.00 in addition to any freight charges. Re-delivery fees may apply to reconsignment requests not made prior to shipment to original destination. There is no additional Bill of Lading Change Fee for reconsigned shipments.
- 6 Redelivery Fee:** In situations where the customer requests redelivery of freight there will be a \$50 charge.
- 7 Call Before Delivery:** Complimentary – No Fee.
- 8 Merchandise C.O.D. Fee:** \$31.00 in addition to any freight charges. COD's over \$2500 will be charged at 1.5%
- 9 Freight C.O.D. Fee:** For accounts that have not established credit with Watkins and Shepard Trucking, Inc. Trucking, Inc., on collect shipments Watkins and Shepard Trucking, Inc. Trucking, Inc. reserves the right to add a Freight C.O.D. Fee.
- 10 Residential Delivery Fee:** Watkins Shepard does not do Residential deliveries. The Watkins Shepard delivery terminal will notify the manufacturer or shipper that we do not do residential deliveries. The manufacturer or shipper must arrange for an interline carrier to pick up at our dock or specify a residential delivery company for us to deliver the freight. Watkins Shepard will not be responsible for any additional charges and will not be liable for any claims if the interline carrier or residential delivery agent does not note damage.
- 11 Job Site Delivery Fee:** \$79.00 in addition to any freight charges. This fee applies to deliveries made to locations other than showrooms, warehouses, and other deliverable locations, or those deliveries considered residential (i.e. schools, hotels, construction sites, etc.).
- 12 Watkins and Shepard Trucking, Inc.** does not do inside deliveries. Drivers are responsible only for moving shipments to the back of the trailer.
- 13 Detention Fees:** In When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$20.00 subject to a minimum charge of \$80.00.
- 14 Highly Congested or Toll Heavy areas:** A \$44.00 surcharge will be applied to all pickups or deliveries into the 3 digit zip codes 100-102.
- 15 Storage:** Storage situations will be handled and billed on a case-by-case basis; Watkins' liability for each item left at Watkins' facility for the convenience of the customer for more than 24 hours will be limited to \$0.10 cents per pound.
- 16 Water Crossing Fees:** If any shipping requires a water crossing by ferry, the ferry-crossing fees will be billed to the payor in addition to any freight charges at actual cost +5%.
- 17 International Shipments:** Customer must make arrangements with a broker. Watkins and Shepard Trucking, Inc. Trucking, Inc. will deliver the necessary paperwork to the broker for clearance. Three copies of the following must be provided: 1. Clear invoice stating item, quantity, and value. 2. Exporters certificate of origin. 3. Customs Invoice for country of destination.
- 18 Fuel Surcharge:** Each party recognizes the volatility of fuel prices, and the needs for Carrier to recover actual operating cost and operate at an acceptable profit margin. Due to this volatility, a fuel surcharge may be assessed based on a nationwide Fuel Index and are subject to change at any time.
- 19 Accounts Receivable:** For Payors that continually carry a balance over 30 days, Watkins and Shepard Trucking, Inc. reserves the right to either raise freight rates or terminate service. All invoices carried over 60 days will be charged 1.5% interest per month.
- 20 All Charges are in U.S. Funds.**
- 21 All Rates, Fees, and Minimum Charges are determined on a per bill of lading basis.**
- 22 Freight bill discrepancies must be addressed within three months of invoice date.** Watkins and Shepard Trucking, Inc. reserves the right to deny any claim for overpayment that is more than three months old.
- 23 Failure to pay freight bills:** Please be advised that failure to pay billed freight charges when due may result in a lien on future shipments, including the cost of storage and appropriate security for such future shipments held. Your timely payment of freight charges is greatly appreciated.
- 24 Border Crossing Fee:** Due to increased security at the border and the complexity of meeting US and Canadian requirements a \$5 fee will be assessed per BOL for freight shipped to all Canadian points.
- 25 Bill of Lading Change:** Any changes to the bill of lading after the freight has been picked up will incur a Bill of Lading Change Fee of \$9 (this includes changes of debtor)
- 26 Return Rates:** All return shipments will be charged their original contracted outbound rate/minimum along with a \$95 return fee unless other arrangements are made.
- 27 Florida Keys Surcharge:** The following 5 digit zips (33040, 33043, 33036, and 33037) located in the Florida Keys will be assessed a \$500 accessorial charge per shipment.

FURNITURE

- 1 Low weight / High cube items:** 1.) Casegoods: There will be a \$25 per hundred weight surcharge on case-goods for wicker, rattan, wrought iron, patio furniture, lamps, mirrors, pictures, and other case-good merchandise weighing less than 4.3 lbs per cubic foot or with a designated Freight Classification of 150 or greater. 2.) Upholstery: Watkins and Shepard Trucking, Inc. reserves the right to bill oversized upholstered furniture accordingly. (Tentative guidelines based on length: 0-4ft (21 cubic feet) @ 1 seat; 4-6ft (42 cubic feet) @ 2 seats; 6-8ft (63 cubic feet) @ 3 seats; 8-10ft (84 cubic feet) @ 4 seats. Similarly, excessively wide upholstery will be billed accordingly.) Sectional corners will be billed as 2 seats. Recliners may be billed at greater than 1 seat if exceeding 21 cubic feet.
- 2 Low quantity pickup surcharge:** Watkins and Shepard Trucking, Inc. reserves the right to assess a surcharge on low quantity pickups, defined as if the combined orders per pickup are less 1500 cubes of furniture. The surcharge will vary depending on the location of the pickup from Watkins and Shepard Trucking, Inc.'s consolidation service area. Check with local dispatch for surcharge amounts per region. This surcharge is being imposed in an effort to get manufacturers to consolidate orders to allow for more freight to be moved per pickup. Customers can have this surcharge eliminated by having the manufacturer consolidate orders to be shipped by Watkins and Shepard Trucking, Inc.

CARPET

- 1 Carpet Tile:** Non-cored vinyl, and carpet or rolled vinyl floor covering weighing 6 pounds per square yard or more, may rate at 185% of the respective carpet rate subject to a minimum charge; unless specified otherwise. For Los Angeles origin shipments see FAK rates.
- 2 Area Rugs** and Custom rugs in cartons will rate at 200% of the respective carpet rate subject to a minimum charge, unless specified otherwise.
- 3 Oversized Carpet:** An additional \$0.10 per square yard will be added to carpet with foam or other backing exceeding 3/8" in thickness and weighing less than 7 lbs. per sq. yd. (i.e. fat foam, chubby foam, kanga back, Urethane, etc.) Rolled carpet exceeding 12' in width may be billed at 125% of the normal 12' width carpet rates.
- 4 Crated Carpet:** Carpet packaged in crates or tubes will rate at 300% the respective carpet rate subject to a minimum charge, unless specified otherwise.
- 5 Remnant Packages:** An additional \$0.15 per square yard will be added to orders of 5 or more remnants (less than 12' x 25') if the remnants are not bundled. This fee also applies to runners and stair treads.
- 6 Freight of All Kinds:** Other palletized freight (boxes, buckets, etc.) will ship at the carpet samples per hundredweight rate. If the square yardage is not listed on the Bill of Lading the freight will ship at the carpet samples per hundred weight rate. Cove Base rates at carpet square yardage rate.
- 7 Pickups outside the Dalton Area:** Watkins and Shepard Trucking, Inc. will pick up carpet from La Grange, GA for \$.16 per sq. yd., carpet tile for \$.30 per sq. yd., area rugs for \$.32 per sq. yd., and other freight for \$5.00 per hundred weight, with a \$25 minimum, in addition to the respective rate from Dalton. Freight charges from other mills outside of the Dalton, GA area to the Dalton, GA area are the responsibility of the payor.