

Central Freight Lines' First Ground-Time Definite Guaranteed Service is a guaranteed LTL transportation service for shipments between direct, domestic service points located within the Central Freight Lines direct service area and served via single line service.

Eligible zip codes and transit times may be found under the Transit Time section of www.centraalfreight.com on the day of shipment.

Shipments will be guaranteed to be on time in accordance with Central Freight Lines' service standards, exclusive of Saturdays, Sundays, and all national, state and local holidays. In the event of a failure to perform a time specific delivery, customer must make a written claim to Central Freight Lines within 30 days of the delivery. Central Freight Lines will cancel only the guaranteed service surcharge. If the guaranteed service premium has already been paid, Central Freight Lines will refund the guaranteed service surcharge. Carrier will not be liable for any special, incidental, or consequential damages, commercial loss of any kind (including loss of business or profits) or loss, damage or expense directly or indirectly arising from this agreement whether or not carrier has been advised of the possibility of such damage or loss.

In order to activate Central Freight Lines' First Ground-Time Definite Guaranteed Service, the shipper, consignee, or the third party payer must specifically request "First Ground-Time Definite Guaranteed" and have it clearly displayed on the bill of lading at time of shipment. "First Ground-Time Definite Guaranteed" freight must be called in no later than 3:00 PM and the freight must be available for pickup no later than 4:00 PM on the day service is requested. A driver may accept "First Ground-Time Definite Guaranteed" freight that was not called in, but is available when the driver is at the customer prior to 4:00 PM. The "original" bill of lading must have the notation "First Ground-Time Definite Guaranteed - with the requested delivery time shown."

Shipments moving under this tariff are subject to the customer's previously agreed upon pricing and will be subject to **First Ground-Time Definite Guaranteed Service** pricing as follows:

- (a) For guaranteed delivery by noon of the published standard delivery day: A 35% surcharge will apply to net revenue subject to a minimum charge of \$50.00.
- (b) For guaranteed delivery by 5:00 PM of the published standard delivery day: A 25% surcharge will apply to net revenue subject to a minimum charge of \$30.00

The following commodities are not eligible for **First Ground-Time Definite Guaranteed Service**:

- Carbon black
- Any poison shipments including poison gas
- Radioactive (Yellow III and types I and II)
- Explosives (1.1, 1.2, 1.3)
- Any pieces over 15 feet in length
- Any shipment that requires protection from freezing

The following delivery locations are not eligible for **First Ground-Time Definite Guaranteed Service**:

- Convention or exposition centers
- Carnivals, fairs, or traveling shows
- Churches
- Schools
- Private residences, apartment complexes and dorms
- Businesses at private residences including farms and ranches
- Self-storage warehouses
- Grocery warehouses
- Mine sites
- Prisons
- Military Installations
- Construction Sites

The following delivery types are not eligible for **First Ground-Time Definite Guaranteed Service**:

- Deliveries requiring an appointment
- C.O.D.s
- Order notifies
- Any service request declined by the carrier prior to departure from origin terminal

First Ground-Time Definite Guaranteed Service does not apply on spot quotes on 5 pallets or more.

Force Majeure

If and to the extent either party may be precluded by acts of God, authority of laws, strikes, lockouts, casualties or other causes beyond its control from performance hereunder, such performance shall be excused to the extent that it is necessitated by such causes.

Charges for **First Ground-Time Definite Guaranteed** shipments delayed by force majeure will be billed at normal pricing published for the payer.

An attempted delivery shall constitute a service success. In the case of refusal, our driver will attempt to get the refusing party's signature, date, time, and reason for refusal or inability to deliver.

Attempted delivery to a wrong address due to incorrect consignee information provided by the shipper shall constitute a service success.

Deliveries requiring special services or equipment are excluded from the **First Ground-Time Definite Guaranteed** offering unless specifically approved by origin carrier management prior to pickup and clearly written on the B/L.

Collect shipments will be accepted provided the shipper does not execute Section 7 of the B/L.

Effective: 2/15/2012