



Werner Enterprises, Inc.

MC# 138328

TARIFF GOVERNING

RULES, REGULATIONS AND

SCOPE OF OPERATIONS

**APPLICABLE ON SHIPMENTS
BETWEEN POINTS IN THE UNITED
STATES, CANADA, and MEXICO
and INTERMODAL SHIPMENTS**

This Tariff Applies on International, Interstate, and Intrastate Traffic.

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PREFACE

The information contained herein or subsequently added, and any rates or charges contained herein, and/or rates and information in computerized data format, are the sole property of Werner.

The transfer of electronic transmission, in whole or in part, requires prior approval of Werner.

All rates and quotations are subject to periodic revisions, increases, and restructuring. Werner will make reasonable efforts to advise the user of record of any rate or information change, however, it is the user's responsibility to determine the current status of all previously received rates, quotations and information.

SECTION 1 – GENERAL TERMS

ITEM 100

BILLS OF LADING

The terms and conditions of the Standard Truckload Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Werner to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only. Any terms, conditions and provisions of such bill of lading shall be subject and subordinate to the terms, conditions and provisions of this tariff and, in the event of a conflict between the terms, conditions and provisions of such bill of lading and this tariff, the terms, conditions and provisions of this tariff shall govern. Where a Bill of Lading issued by the shipper is signed for by Werner's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the entity to which to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by Werner. Werner drivers are not authorized to accept freight for which Section 7 is executed or to bind the company for other types of nonrecourse language.

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STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS

§ 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, or resulting from a defect or vice in the property.

§ 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

§ 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine months after delivery of the property or in the case of failure to make delivery within 9 months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

§ 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be stored in a public or licensed warehouse at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

§ 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

§ 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

§ 7. (a) The consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

§ 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

§ 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.

(b) If all or any part of said property is carried by water, and the loss is carried by water and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water.

ITEM 103**LITIGATION**

To the extent not governed by federal law, the terms of this Tariff will be governed by the law of the State of Nebraska. In the event of any dispute pursuant or related to, or arising out of, this Tariff or transaction, including but not limited to the effect of any term, covenant or provision, any litigation must be filed in the state or federal courts embracing Douglas County, Nebraska, and the parties waive any objections to the jurisdiction of such courts and to venue in such courts.

ITEM 105**BILLS OF LADING, CONTRACTS AND AUTHORITY OF COMPANY PERSONNEL**

ONLY Werner officials or personnel expressly authorized to do so by Werner have authority to enter into agreements; alter existing agreements; approve rates or pricing; approve deviations from published, contractual, or agreed rates or pricing; approve adjustments to freight bills or invoices; or take any other action to bind Werner to contractual terms and conditions. Expressly authorized officials are Werner personnel with the title of Vice President, or any higher title. Terminal managers, drivers, sales personnel, and other personnel without the title of Vice President, or any higher title are not authorized personnel.

The terms of pricing agreements (tariffs) or contracts issued, agreed to, or published by the Werner authorized personnel supersede any and all verbal or other agreements made by unauthorized or authorized personnel and may not be modified except by written amendment approved by an authorized official.

The terms of this Tariff may be modified or waived only as set forth in this Item 105. Any deviation from the terms of this Tariff or failure to enforce the terms of this Tariff shall not constitute a waiver of the right to enforce such terms in the future, nor shall any course of dealing or course of performance thereby arise.

Where a Bill of Lading issued by the shipper is signed for by Werner's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the entity to which to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by Werner. Werner drivers are not authorized to accept freight for which Section 7 is executed or to bind the company for other types of nonrecourse language.

ITEM 110**BROKERAGE AUTHORITY**

Werner has authority to operate as a freight broker and reserves the right to provide transportation service through as a broker rather than acting as motor carrier. In the event Werner chooses to handle the shipment as a broker, Werner's liability and obligations shall be as a broker and not a carrier. In the event that Werner acts as a broker and is listed on the bill of lading as the carrier, this is for convenience only and is not intended to indicate that it is the carrier.

ITEM 115**SUBSEQUENT VERSIONS OF THIS TARIFF**

When this tariff is amended, all shipments accepted by Werner after the amendment are subject to the revision. The current tariff is available by request or at the Werner's website at www.werner.com.

ITEM 120**INTERPRETATION OF THIS TARIFF**

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Official of Werner (see Item 105). This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment will apply to the shipment.

ITEM 125**GOVERNING PUBLICATIONS**

This tariff is governed, except as otherwise provided herein, by the following described publications, and by supplements thereto or successive reissues thereof. (Note A).

Mileage	Rand McNally electronic mileage guide 19.01
Rules	WERNER TARIFF
Claims/Classification	
Zip Code	Geomaster ver. 99.10, eff 10/1/99, or subsequent version reissues thereof.
HazMat	DOT 49 CFR Parts 106-180,1005

Note A – When an item is published in this tariff covering the same service as an item published in a tariff mentioned in this item, such item published herein, to the extent of its application, will apply in lieu of the items published in tariff's mentioned in this item.

ITEM 130**INTERSTATE VS. INTRASTATE**

The rules set forth in this Tariff shall apply to all shipments handled by Werner regardless of the origin or destination.

ITEM 135**MILEAGE GUIDE**

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Shipper utilizing the most recent edition of the following mileage guide:

Rand McNally electronic mileage guide 19.01

ITEM 140**NON APPLICATION OF TARIFF**

Where Werner has published a specific tariff for a shipper, the terms of that pricing/tariff shall apply in lieu of this tariff. Werner reserves the right to cancel any tariff or schedule not utilized within 30 days of the effective date.

ITEM 145**NOTICE AND AMENDMENTS**

Upon written request, Werner will provide its customers and shippers with copies of all applicable rules and rates. Rules and accessorial charges are available on Werner's web site at: www.werner.com.

ITEM 150**OPERATING AUTHORITY**

Werner has 48 state irregular route authorities within the United States. Copies of the operating certificate are available upon request.

ITEM 155**PARTICIPATING CARRIERS**

Motor carriers party to this tariff are shown below under concurrence with Werner and apply jointly with Werner on shipments interchanged to the extent shown:

SCAC	Werner Name And USDOT Number	Interchange Point
WENP	Werner Enterprises, Inc. 53467.	various

ITEM 160**RATES AND SCHEDULES**

The rules published herein are applicable to all shipments transported by Werner or its Participating Carriers unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b). Rates and schedules may be published in rate catalogues, on a shipper specific basis or pursuant to a spot market rate quotation.

ITEM 165**REGULATED VS. EXEMPT**

The rules set forth in this Circular shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by 49 U.S.C. §14706 (the Carmack Amendment) or, where applicable, by the Carriage of Goods by Seas Act (COGSA).

ITEM 170**WAIVER**

Werner's failure to enforce the terms of this Tariff shall not be a waiver of Werner's rights to do so in the future.

ITEM 175**CONSENT TO JURISDICTION**

Unless Werner and the purchaser of Werner's services have previously agreed in writing to proceed otherwise, Werner and the purchaser of Werner's services consent to the exclusive personal jurisdiction of the State and Federal Courts embracing Douglas County, Nebraska for filing all civil actions arising out of the transportation services performed, or to be performed by Werner.

SECTION 2 - OPERATIONS

ITEM 200

APPLICATION OF CIRCULAR

Each provision of this Tariff shall apply to each transportation agreement entered into by Werner unless expressly waived in a signed, written agreement.

ITEM 205

APPOINTMENTS/PICKUP & DELIVERY TIMES

Pick-ups and deliveries will be during customer's normal business hours. Appointments will be made at no charge. Werner will not be liable for late deliveries or un-kept appointments. Consignee shall facilitate prompt unloading in the event of missed appointments.

ITEM 210

PROHIBITED COMMODITIES

Werner will not accept the following commodities for transportation or storage:

- A. Explosives Division 1 through 6
 - B. Poison/Toxic Gases Division 2.3
 - C. Spontaneously Combustible Division 4.2
 - D. Dangerous When Wet Division 4.3
 - E. Poisonous/Toxic Materials Division 6.1
 - F. Infectious Substances/Etiological Agents Division 6.2
 - G. Class 7 Radioactive Materials
 - H. Poison Inhalation Hazards
 - I. Ammonium Perchlorate
 - J. Carbon Black
 - K. Empty Cylinders
 - L. Empty Drums Containing Residue
 - M. Xylene
 - N. Garbage, trash and refuse including hazardous waste.
 - O. Any item that does not contain the proper UN (United Nations) or DOT (Department of Transportation) safety labeling or the appropriate Emergency Response information in the form of a material safety data sheet, the appropriate Emergency Response Guidebook reference page or any other appropriate format authorized under 49 CFR 172.602(b).
 - P. Household goods and furniture
 - Q. Contraband artwork
-

ITEM 215

CONVENIENCE INTERLINING

In order to provide the most efficient, economical service to the shipping public, Werner will utilize the service of the other named carriers participating in this tariff to achieve the transportation service required for tendered shipment, EXCEPT if bills of lading covering tendered shipments are noted by shippers that "convenience interlining not applicable," convenience interlining will not be utilized. Interchange of freight of service will be at points common to the authorized service of Werner. Shipments accorded "convenience interlining" will move on the bill of lading of Werner, which will assume responsibility for the lading, and such shipments will be charged for service performed exclusively by Werner.

ITEM 220**DROPPED TRAILERS**

Werner may, for the convenience of its customers, drop trailers at a designated location. Werner's customer assumes responsibility for loss of or damage to such trailers until such time as Werner accepts the freight tendered on the dropped trailer. Werner has no liability for loss or damage to freight on a dropped trailer until such time as Werner's driver accepts such freight.

ITEM 225**HAZARDOUS MATERIAL SHIPMENTS**

Over-the-road shipments of hazardous materials, wastes or substances will be subject to the following requirements:

- A. Shipper must provide Werner at least 48 hours prior notice before providing any load information (i.e. Shipper, origin, consignee, and destination).
- B. Shipments which are delayed at any time due to restrictions by Shipper, its agent, consignee, or any government body will be subject to a delay charge of \$750.00 per 24 hour period or fraction thereof. Charges will begin to accrue when the load is delayed and will cease when the load is cleared for transport.
- C. Each hazardous materials load must be properly noted on the bill of lading. There will be a charge of \$250.00 per shipment.
- D. When special permits are required by law, the cost of such permits shall be paid by the party paying the freight charges.

Shipper shall pay all costs associated with the cleanup of Shipper's material when such cleanup is the result of Shipper's negligence. Such causes may include, but are not limited to, package failure, improper loading/securement, exceeding package outage/pullage limits, leaking packaging, overweight loading, etc.

ITEM 230**IMPORT & EXPORT FREIGHT – CANADA/MEXICO**

Limitation of Werner's Liability for Proper Customs Clearance. Werner assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by Canadian or Mexican Customs. Werner does not represent and specifically disclaims any knowledge or expertise in proper customs clearance and inspection matters. Werner is not responsible for the acts or omission of any Customs Agent or its affiliated Freight Forwarder that may be selected for the purpose of clearing shipper's merchandise through Customs. Werner will serve merely as a liaison between Shipper and the Customs Agent (and the Customs Agent's Freight Forwarder) at shipper's request and only as a convenience to shipper. Werner or party in possession will not be liable for loss, damage, deterioration of the freight or delay in delivery due to the duration of the period required by customs clearance or inspection.

ITEM 235**IMPRACTICAL OPERATIONS**

Nothing in this rule circular requires Werner to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of Werner to operate vehicles because of:

- (A) The condition of roads, streets, driveways, or alleys;
 - (B) Inadequate loading or unloading facilities; or
 - (C) Riots, Acts of God, fire, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.
-

ITEM 240**INDEMNITY**

Shipper shall indemnify, defend and hold harmless Werner from any and all liabilities, judgments and expenses resulting from any injury or death, loss or destruction to persons or property (excluding cargo): (i) arising out of Shipper's negligent performance under this Agreement, (ii) caused by a material breach of Shipper's obligations hereunder, or (iii) caused by the negligence of Shipper, its employees, its agents, or representatives.

Shipper shall indemnify, defend and hold harmless Werner from any and all liabilities, judgments and expenses resulting from any injury or death, loss or destruction to persons or property (excluding cargo): (i) arising out of Shipper's negligent performance under this Agreement, (ii) caused by a breach of Shipper's obligations hereunder, or (iii) caused by the negligence of Shipper, its employees, its agents, or representatives.

Werner shall indemnify, defend and hold harmless Shipper from any and all liabilities, judgments and expenses resulting from any injury or death, loss or destruction to persons or property (excluding cargo): (i) arising out of Werner's negligent performance under this Agreement, (ii) caused by a material breach of Werner's obligations hereunder, or (iii) caused by the negligence of Werner, its employees, its agents, or representatives.

Shipper shall indemnify, defend and hold harmless Werner from any and all liabilities, judgments and expenses resulting from any injury or death, loss or destruction to persons or property (excluding cargo): (i) arising out of Werner's negligent performance under this Agreement, (ii) caused by a breach of Werner's obligations hereunder, or (iii) caused by the negligence of Werner, its employees, its agents, or representatives.

In the event a claim results from the joint negligence of the parties, Shipper and Werner shall apportion all damages and defense costs between themselves according to the proportion their relative fault contributed to the damages suffered.

ITEM 245**INTERMODAL SHIPMENTS**

Werner participates in the Uniform Intermodal Interchange Agreement (UIIA). See Section 6 for rules applicable to Intermodal Shipments.

ITEM 250**ON-HAND SHIPMENTS**

From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of Werner is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Werner agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Werner: (a) shall place the lading in public storage, if available, unless Werner receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) may offer the lading for public sale if disposition instructions are not given by Shipper within ten (10) days of Werner's initial notification to Shipper. In the case of perishable lading, Werner may dispose of the lading at a time and in a manner Werner deems appropriate. Shipper will be responsible for storage costs and reasonable costs Werner incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Werner incurs as a warehouseman, Werner shall remit the balance to Shipper. If Shipper gives Werner timely disposition instructions, Werner will use any commercially reasonable steps to abide by such instructions. Shipper will pay Werner's costs and any additional transportation costs Werner incurs in doing so.

ITEM 260**PACKAGING REQUIREMENTS**

Where packaging requirements are not otherwise provided by tariff or contract, the packaging requirements that are the custom and standard in the industry that are sufficient to withstand the rigors of ground transportation will apply. Where packaging requirements are provided in this tariff, rates provided therewith will apply only when the article or articles are packaged in accordance with such packing requirements, provided, however, that rates subject to such packaging requirements will apply also when the article or articles so packed as required are placed on pallets.

ITEM 262**PACKING OR PACKAGING, BLOCKING, RACKS, STANDARDS OR SUPPORTS**

Any temporary blocking, flooring or lining, racks, pallets, standards, stakes or similar bracing, dunnage or support or other commonly used items not constituting a part of the truck when required to protect and make freight secure for shipment, will be furnished and installed at the expense of the Shipper unless Werner has agreed to supply said equipment free of charge. The weight of this equipment will be considered part of the shipment.

ITEM 265**PICKUP & DELIVERY SERVICE**

The rate names herein include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

1. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of Werner prior to pick-up or delivery service.
2. The term "holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or any other day generally observed as a holiday by Werner at the point where the service is performed.

ITEM 270**RIGHT TO OPEN/INSPECT**

Werner reserves the right to open/inspect any freight which has been accepted for shipment, including loads that have been sealed.

ITEM 273**SERVICE STANDARDS**

Werner does not offer guaranteed service on any shipments. On all shipments, freight will be delivered upon reasonable dispatch. Appointment times and notations such as "must deliver by" on the bill of lading are insufficient to alter the reasonable dispatch standard.

ITEM 275**SHIPPER LOAD & COUNT**

All shipments shall be loaded by the consignor and unloaded by the consignee. Werner's drivers are instructed to sign bills of lading as shipper load and count or "SLC". Inadvertent omission of this notation will not result in a presumption of Werner liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

ITEM 280**SUBSTITUTED SERVICE**

For its operating convenience, Werner reserves the right to hire other carriers as qualified subcontractors to provide all or part of given movements. Werner agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to Shipper by this circular, bill of lading, and/or contract will be provided.

ITEM 285**TERRITORIAL SCOPE**

Werner is authorized by the Federal Motor Carrier Safety Administration (FMCSA) under MC # 138328:

"To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except classes A and B explosives, household goods and commodities in bulk), between points in the United States (except Alaska and Hawaii)."

ITEM 290**WEIGHTS**

1. When Shipper moves freight via Werner and does not have a signed Contract on file with Werner, all shipments will be subject to a minimum weight of 4,000 lbs. rated accordingly.
 2. When Shipper moves freight via Werner under a signed contract containing no pricing provisions, shipments will be subject to a minimum weight of 4,000 lbs. rated accordingly.
 3. Maximum weight per vehicle shall be 45,500 lbs.
 4. Weights include pallets or other shipping materials.
-

ITEM 293**EQUIPMENT**

- (1) No Shipper or receiver will have the right to the exclusive use of equipment. Note: Werner will determine the utility of its equipment in relation to the customer's need.
 - (2) Werner's equipment is controlled and operated by Werner's employees and owner operators only. Any other use or operation, without specific written authorization is expressly prohibited.
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ITEM 295**FOOD SAFETY PROTOCOL**

For shipments subject to the Food Safety Modernization Act ("Act") and associated regulations, Shipper or Broker must inform Werner, in writing, of applicable transportation protocols. An authorized official of Werner (See Item 105) must agree to the protocols. Protocols provided in a bill of lading or other shipping document are not sufficient to trigger's Werner's obligations under the Act. If Shipper or Broker fails to comply with these requirements, Werner will be unable to comply with its responsibilities under the Act and shall not be liable for loss or damage to shipments resulting therefrom. Shipper or Broker will defend, indemnify, and hold Werner harmless for claims arising from Shipper's or Broker's failure to comply with the requirements of this item.

SECTION 3 – ACCESSORIAL CHARGES

NOTE: Accessorials may be performed by contractors or other outside vendors who are not employed by Werner. Werner is not liable for the performance of these outside parties.

ITEM 300

ACCESSORIAL CHARGES--GENERAL

Werner reserves the right to bill and collect accessorial charges from the consignor or consignee which incurred those charges. Rates and charges are based upon Shipper load and Consignee unload and subject to Werner accessorial charges including fuel surcharge. Maximum weight not to exceed legal weight limit. All Rates are governed by Rand McNally electronic mileage guide 19.01

Service	Terms and Charges
Minimum Charge	\$650 per shipment, except if noted otherwise on another specific rate page related to this publication or as follows (for purposes of this accessorial charge, the states of CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI and VT shall be defined as "Northeast States"): * Outbound from FL will be \$350 per shipment. * Outbound from Northeast States will be \$450 per shipment. * Intra Northeast states will be \$700 per shipment
Stops in Transit	\$150 for the first stop; \$175 for the second; \$250 for the third; \$400 for each stop thereafter (When rates are stated in dollars per vehicle used or in cents per 100 pounds, circuitous miles are \$2 per mile)
Impractical Operations	\$2 per mile exceeding shortest route
Detention – Without Power	See Item 310
Detention – With Power	See Item 320
Hazardous Material Service Charge	\$300 hazmat service charge, includes trailer washout
Reconsignment or Diversion	\$250, subject to stop-in-transit rules
Non Permitted Use of Equipment	Utilization of equipment, which does not strictly comply with the intended use between Werner and its customer, will result in a \$400 USD per trailer or container, per day, for each occurrence.
New York Surcharge (Zips: 100-104, 106-107, 110-119)	Additional \$500 for any destination or stop(s) (for partial loading or unloading) in these zip codes.
Florida Keys Surcharge (Zips: 33001, 33036-33037, 33040-33045, 33050-33052, 33070)	Additional \$400 for any destination or stop(s) (for partial loading or unloading) in these zip codes.
Load/Unload Charge	Customer will pay face value of lump sum receipt or a minimum load/unload charge of \$150. If sort and segregate is required there will be an additional \$150 charge.
C.O.D. Shipments	\$100 per C.O.D. collection
Two-Man Driver Teams	Additional \$0.20 per loaded mile, when requested
Additional Copies of Proof of Delivery	A digitized image of the bill of lading shall accompany each freight bill at no charge. Additional copies of such bills of lading shall be available for \$15 USD
Multiple Invoices	\$75 for each additional consignee billed
Payment/Collection of Charges	All charges must be paid within seven (7) days from the date of delivery at final destination. 2% per month on charges not paid within 30 days of billing. 10% on all balances offset against charges/billing in error.
Ferry Charges	All applicable round trip ferry charges
Pallet Charge	\$15 per pallet
Returned, Undelivered Shipments	\$2.00 per mile for all miles from origin and returning back to the origin point, subject to a \$600 minimum
Vehicle Furnished But Not Used – Solo Drivers	\$2.00 per mile from last destination to designated pickup, and return to last destination, subject to \$600 minimum
Vehicle Furnished But Not Used – Team Drivers	\$2.00 per mile from last destination to designated pickup, and return to last destination, subject to \$900 minimum with 8 hours prior notification
Dunnage Disposal	\$150 charge assessed if carrier is responsible for disposal of materials used in securing the shipment for transport

IN ADDITION TO THE ABOVE ACCESSORIALS, THE FOLLOWING WILL APPLY TO ALL INTERNATIONAL SHIPMENTS:

In-Bond Charge	\$125 per in-bond shipment
Hazmat Charges	Additional charges may apply for shipping hazardous material in Mexico
Expedited Shipments	Additional charges may apply
Overweight Rework Charge	\$100 USD per hour with a 2 hour minimum for palletized shipments
Late or After Hours Border Crossing	\$150 USD charge for any "After Hours" crossing. Must be prearranged during "Normal Business Hours" defined as follows: - Monday – Friday 0800 – 2200 and Saturday 1000 -1600. Any loads crossing at any time outside these hours are defined as "After Hours".
Mexico Border Detention/Demurrage	\$100 USD per day after 3 (three) working days not including delivery day. After charges have begun to be incurred, weekend and holidays will be included and charged. All charges incurred must be paid prior to the trailer crossing the border.
Mexican Northbound Border Termination Fee	An additional \$300 fee will be applied for all outbound Mexico loads that are unloaded at the border without prior authorization from Werner.
Mexico Destination Surcharge States	An additional \$500 for any destination or stop(s) for partial unloading in the following Mexican states: - BS – Baja California-Sur - CH – Chiapas - CP – Campeche - QR –Quintana Roo - TA – Tabasco - YC – Yucatan
Mexico Toll Charge	\$35 will apply on all Southbound and Northbound shipments passing through Laredo, TX.
Arranged or Performed Dray Services	Charges for cross border dray or shuttle services performed to or from Forwarders, Custom Brokers or Mexican Carriers will be as follows: - Nogales, AZ to/from Nogales, SO - \$260 USD - Calexico, CA to/from Mexicali, BJ - \$260 USD - Otay Mesa, CA to/from Tijuana, BJ - \$315 USD - Brownsville, TX to/from Matamoros, TM - \$260 USD - El Paso, TX to/from Ciudad Juarez, CI - \$250 USD - Laredo, TX to/from Nuevo Laredo, TM - \$150 USD - McAllen, TX to/from Reynosa, TM - \$260 USD - Eagle Pass, TX to/from Piedras Negras, CU - \$350 USD - Del Rio, TX to/from Ciudad Acuna, CU - \$250 USD
Canada Customs Unload/Search Charge	In the event that Canada Customs selects shipments for an inspection the shipper or importer (whichever is responsible for the freight Charges) will be liable for associated charges. Canada Customs does routinely inspect freight before allowing entry into Canada, which results in mandatory unload/re-load by a third party vendor at the port. In such cases shipper or importer will be responsible for these third party charges.
Canada Border Detention	\$90 USD for each hour beyond 2 hours free time. This applies to, but it not limited to, delays at the border attributed to shipper/importer failure to provide proper or complete documentation, correct broker information or advance notification of shipment to applicable government agency.
Canada FDA Pre-Notification Charge	\$30 USD charge for all shipments which require the carrier to perform the pre-notification function to the FDA. Where the shipper/importer/exporter or broker notifies, no charge will apply.

ITEM 310**DETENTION WITHOUT POWER**

Shipper/Consignee will receive a forty-eight hour period for trailers to reside at the facility waiting to be loaded or unloaded. Each additional full day beyond this time allowance will be billable to the Shipper/Consignee. Saturdays, Sundays and holidays will be excluded when computing per diem charges, provided they fall within the free-time. Computation of free-time will begin at 12:01 AM the day after constructive placement of the trailer. Shipper/Consignee will be responsible for notifying Werner when trailer is available for pickup and will be charged until notification is received by Werner. Notification may be made via fax or email to the phone number or email address provided by Werner. Separate invoice billing will be provided on a monthly basis.

The rates applicable to trailer detention are as follows:

Dry Van Trailer Detention Rate Schedule

Full Days After Trailer Placement	Detention Charge Per Day
1 ST – 2 nd Day	\$0.00
3 rd day and beyond	\$60.00

ITEM 320**DETENTION WITH POWER**

Shipper/Consignee will receive free time as indicated below for tractors to reside at the facility waiting to be loaded or unloaded. Each additional time beyond the free time allowance will be billable to the Shipper at the rate indicated below. Computation of free time will commence at either the truck's arrival date/time, or the appointment date/time, whichever is later. In the event there a multiple pickups or deliveries during the trip, the free time for each stop associated with either the pick up or delivery of the load will be allowed free time as indicated below.

The rates applicable to tractor detention are as follows:

Tractor Detention Rate Schedule

<u>Segment</u>	<u>Elapsed Time</u>	<u>Detention Charge Per Hour</u>
Initial Loading	2 Hours	\$0.00
	After 2 Hours	\$110.00
Stop	2 Hours	\$0.00
	After 2 Hours	\$110.00
Final Delivery	2 Hours	\$0.00
	After 2 Hours	\$110.00

ITEM 310
FUEL SURCHARGE

Shipper and Carrier agree, that based on the Department of Energy (DOE) National Average price of fuel, all linehaul rates charged to Shipper shall be adjusted according to the table shown below. If applicable, the surcharge will be effective for loads dispatched Monday through Sunday based on the DOE National Average price released on Monday of that Week:

DOE Average				\$ Per Mile
Greater Than	but	Less Than	Fuel Surcharge	
\$ 1.05	-	\$ 1.099	\$	-
\$ 1.10	-	\$ 1.149	\$	0.01
\$ 1.15	-	\$ 1.199	\$	0.02
\$ 1.20	-	\$ 1.249	\$	0.03
\$ 1.25	-	\$ 1.299	\$	0.04
\$ 1.30	-	\$ 1.349	\$	0.05
\$ 1.35	-	\$ 1.399	\$	0.06
\$ 1.40	-	\$ 1.449	\$	0.07
\$ 1.45	-	\$ 1.499	\$	0.08
\$ 1.50	-	\$ 1.549	\$	0.09
\$ 1.55	-	\$ 1.599	\$	0.10
\$ 1.60	-	\$ 1.649	\$	0.11
\$ 1.65	-	\$ 1.699	\$	0.12
\$ 1.70	-	\$ 1.749	\$	0.13
\$ 1.75	-	\$ 1.799	\$	0.14
\$ 1.80	-	\$ 1.849	\$	0.15
\$ 1.85	-	\$ 1.899	\$	0.16
\$ 1.90	-	\$ 1.949	\$	0.17
\$ 1.95	-	\$ 1.999	\$	0.18
\$ 2.00	-	\$ 2.049	\$	0.19
\$ 2.05	-	\$ 2.099	\$	0.20
\$ 2.10	-	\$ 2.149	\$	0.21
\$ 2.15	-	\$ 2.199	\$	0.22
\$ 2.20	-	\$ 2.249	\$	0.23
\$ 2.25	-	\$ 2.299	\$	0.24
\$ 2.30	-	\$ 2.349	\$	0.25
\$ 2.35	-	\$ 2.399	\$	0.26
\$ 2.40	-	\$ 2.449	\$	0.27
\$ 2.45	-	\$ 2.499	\$	0.28
\$ 2.50	-	\$ 2.549	\$	0.29

DOE Average				\$ Per Mile
Greater Than	but	Less Than	Fuel Surcharge	
\$ 2.55	-	\$ 2.599	\$	0.30
\$ 2.60	-	\$ 2.649	\$	0.31
\$ 2.65	-	\$ 2.699	\$	0.32
\$ 2.70	-	\$ 2.749	\$	0.33
\$ 2.75	-	\$ 2.799	\$	0.34
\$ 2.80	-	\$ 2.849	\$	0.35
\$ 2.85	-	\$ 2.899	\$	0.36
\$ 2.90	-	\$ 2.949	\$	0.37
\$ 2.95	-	\$ 2.999	\$	0.38
\$ 3.00	-	\$ 3.049	\$	0.39
\$ 3.05	-	\$ 3.099	\$	0.40
\$ 3.10	-	\$ 3.149	\$	0.41
\$ 3.15	-	\$ 3.199	\$	0.42
\$ 3.20	-	\$ 3.249	\$	0.43
\$ 3.25	-	\$ 3.299	\$	0.44
\$ 3.30	-	\$ 3.349	\$	0.45
\$ 3.35	-	\$ 3.399	\$	0.46
\$ 3.40	-	\$ 3.449	\$	0.47
\$ 3.45	-	\$ 3.499	\$	0.48
\$ 3.50	-	\$ 3.549	\$	0.49
\$ 3.55	-	\$ 3.599	\$	0.50
\$ 3.60	-	\$ 3.649	\$	0.51
\$ 3.65	-	\$ 3.699	\$	0.52
\$ 3.70	-	\$ 3.749	\$	0.53
\$ 3.75	-	\$ 3.799	\$	0.54
\$ 3.80	-	\$ 3.849	\$	0.55
\$ 3.85	-	\$ 3.899	\$	0.56
\$ 3.90	-	\$ 3.949	\$	0.57
\$ 3.95	-	\$ 3.999	\$	0.58

DOE Average				\$ Per Mile
Greater Than	but	Less Than	Fuel Surcharge	
\$ 4.00	-	\$ 4.049	\$	0.59
\$ 4.05	-	\$ 4.099	\$	0.60
\$ 4.10	-	\$ 4.149	\$	0.61
\$ 4.15	-	\$ 4.199	\$	0.62
\$ 4.20	-	\$ 4.249	\$	0.63
\$ 4.25	-	\$ 4.299	\$	0.64
\$ 4.30	-	\$ 4.349	\$	0.65
\$ 4.35	-	\$ 4.399	\$	0.66
\$ 4.40	-	\$ 4.449	\$	0.67
\$ 4.45	-	\$ 4.499	\$	0.68
\$ 4.50	-	\$ 4.549	\$	0.69
\$ 4.55	-	\$ 4.599	\$	0.70
\$ 4.60	-	\$ 4.649	\$	0.71
\$ 4.65	-	\$ 4.699	\$	0.72
\$ 4.70	-	\$ 4.749	\$	0.73
\$ 4.75	-	\$ 4.799	\$	0.74
\$ 4.80	-	\$ 4.849	\$	0.75
\$ 4.85	-	\$ 4.899	\$	0.76
\$ 4.90	-	\$ 4.949	\$	0.77
\$ 4.95	-	\$ 4.999	\$	0.78
\$ 5.00	-	\$ 5.049	\$	0.79
\$ 5.05	-	\$ 5.099	\$	0.80
\$ 5.10	-	\$ 5.149	\$	0.81
\$ 5.15	-	\$ 5.199	\$	0.82
\$ 5.20	-	\$ 5.249	\$	0.83
\$ 5.25	-	\$ 5.299	\$	0.84
\$ 5.30	-	\$ 5.349	\$	0.85
\$ 5.35	-	\$ 5.399	\$	0.86
\$ 5.40	-	\$ 5.449	\$	0.87

\$5.450 - and up \$.88 per mile plus an additional \$.01 per mile for each \$.05 increment or fraction thereof above \$5.450.

SECTION 4 – FREIGHT CLAIMS

NOTE:

In an effort to provide its customers with quality service at competitive rates, Werner's rates are dependent on its liability for lost or damaged goods being set at less than full value. To ensure customers are fully aware of this and all terms and conditions applicable to their shipments, Werner encourages shippers to review this Section 4 of the tariff. Note that, in exchange for the competitive pricing provided by Werner, some items may be subject to limitations of liability, released values or other options specific to a shipment or a commodity. Customers should carefully review this Section 4 of this tariff to understand these limitations as well as options for selecting increased liability limits. Customers are further encouraged to evaluate their cargo insurance program so they may tender their goods at the lowest possible overall cost while still being insured for a value consistent with their requirements.

ITEM 400

EXCESS LIABILITY LIMITS AVAILABLE

Werner's rates for the transportation of freight, whether provided in a written contract or otherwise, are dependent on value, specifically on the limitations of liability described in this Section 4. **IF SHIPPER DESIRES TO PURCHASE LIABILITY LIMITS IN EXCESS OF THOSE DESCRIBED IN THIS SECTION 4, SHIPPER MUST COMPLY WITH THE FOLLOWING PROVISIONS:**

1. Liability limits in excess of those described in this Section 4 are available at shipper's option.
2. The shipper must notify Werner no less than seventy-two (72) hours prior to pickup of the shipment for transportation that the shipper chooses to purchase liability limits in excess of those described in this Section 4.
3. The shipper must prepay the excess liability rate which is computed as (a) the rate quoted to shipper in writing, or in the absence of a specific written quotation, the rate contained in Werner's standard rate matrix, plus (b) two hundred fifty percent (250%) of said rate.
4. The shipping instructions on the bill of lading or shipping document must specifically note: that the shipment is moving under excess liability rates.
5. The maximum amount of excess liability that may be purchased is \$250,000 per trailer load. In no event will Werner be liable for any loss in excess of \$250,000. If shipper attempts to purchase liability limits in excess of \$250,000, Werner's liability will be limited to \$250,000 and any payment for liability in excess of that amount will be returned to shipper.

Werner shall not be liable for any loss or damage to cargo occurring in Mexico while in the care, custody or control of a Mexican carrier, freight forwarder, customs broker or any other third party carrier regardless of whether any such carrier was selected and/or contracted by Werner, Shipper, a freight forwarder or a customs broker.

ITEM 405

CLAIMS LIABILITY

Liability for claims will be governed by 49 USC § 14706 or, where applicable, the Carriage of Goods by Sea Act. Werner shall not be liable to the owner of property for damage, loss or delay caused by (1) an act of default of the shipper, owner or consignee, or their agents; (2) an Act of God, (3) the public enemy, (4) act of the public authority; (5) inherent vice of the goods (6) freezing or spoiling of any perishable goods or property. Claims involving intrastate shipments and shipments of exempt commodities shall be subject to this Section. Liability will be limited to actual loss to the goods. Transportation costs will not be considered part of the claim if the claim is for invoice value of the goods. Werner shall not be liable for delay under any circumstances unless Werner specifically agrees to take on such liability pursuant to Item 105.

ITEM 410

CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 et seq. and the STBOL) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

- (A) Werner shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by Werner unless Werner shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Werner shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (B) Werner shall, at the time each claim is received, create a separate file and assign thereto a specific unique claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved at the time such claim is received, Werner shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in Werner's written acknowledgment of receipt to the claimant.
- (C) Claims in writing are required within nine (9) months from the date of delivery or from the time when delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by Werner unless filed in writing, as provided in subparagraph (D) of this Item with Werner within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract carriage, and all rules circular provisions applicable thereto. Claims for concealed damages must be submitted to Werner within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- (D) Minimum filing requirements. A communication in writing from a claimant, filed with Werner within the time limits specified in the bill of lading or contract of carriage or applicable contract between Werner and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between Werner and shipper.
- (E) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by Werner as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.
- (F) Claims filed for uncertain amounts. Whenever a claim is presented against Werner for an uncertain amount such as "\$100 more or less," Werner shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (D) above.
- (G) Each claim filed against Werner in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. Unless perishable commodities are involved, the shipper or consignee in possession shall afford Werner five (5) days to inspect any damaged shipment prior to dispensation.
- (H) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, Werner shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.
- (I) Verification of loss. A prerequisite to the voluntary payment by Werner of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.
- (J) Werner shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by Werner; provided, however that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, Werner shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon.

ITEM 415

CLAIMS LOSS & DAMAGE – ACCEPTANCE OF GOODS

The consignee must accept the goods tendered for delivery unless they are determined to be totally worthless.

ITEM 420**CLAIMS LOSS & DAMAGE – CLEAR DELIVERY**

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Werner.

ITEM 425**CLAIMS LOSS & DAMAGE – SALVAGE**

- (A) Whenever property transported by Werner is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Werner, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of competent salvage agent. Werner will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Werner shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Werner shall also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filled thereon.
 - (B) Whenever disposition of salvage material of goods will be made directly to an agent or employee of Werner or through a salvage agent or company in which Werner or one or more of its directors, officers, or managers has any interest, financial or otherwise, Werner's salvage records will fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
 - (C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, Werner shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.
 - (D) To the extent that the Shipper asserts that the goods should be destroyed, Werner remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.
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ITEM 430**DISPOSITION OF OVERAGE**

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by Werner upon request in return for payment of Werner's applicable freight charges. In the event consignor and consignee decline to accept overages and mitigate damages, Werner will treat any overage as salvage and after notice shall sell same in accordance with the bill of lading contract and the terms of this circular. The proceeds of any such sale less Werner's freight and storage charges will be remitted to the person or persons lawfully entitled to receive same. Werner will not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

ITEM 435**LIMITATION OF LIABILITY**

Unless excess liability is purchased by shipper as described in this Section 4, Werner's liability for any loss, damage, theft, or destruction of freight shall not exceed the least of the following:

- A. The actual cost of the goods supported by a certified copy of the original invoice;
- B. The cost of replacement or repair of the lost or damaged cargo;
- C. The lowest limited liability amount specified in the Bill of Lading, any applicable contract governing the shipment, any applicable tariff governing the shipment, any limitation of liability provided by any applicable law of Canada or Mexico or a state or province of either, the Carriage of Goods by Sea Act, or this Section 4 of Werner's tariff;
- D. \$100,000 per truckload shipment.

Notwithstanding any conflicting provision contained herein, Werner's maximum liability for loss or damage to shipments of used machinery, including, but not limited to, used production equipment, office equipment, computer warehouse equipment and racking, shall be limited to Ten Cents (\$.10) per pound.

For cargo loss or damage that occurs while cargo is in Mexico, Werner liability shall be limited to a maximum of \$2,000. Even where a shipment originates in the United States or Canada and travels on a through bill of lading to Mexico, the above \$2,000 liability limitation will apply to any loss occurring in Mexico. In the event of loss of and/or damage to any shipment, Werner's liability will not exceed the above limitation based upon the country where the loss occurred. Werner shall not be liable for any loss or damage to cargo occurring in Mexico while in the care, custody or control of a Mexican carrier, freight forwarder, customs broker or any other third party carrier regardless of whether any such carrier was selected and/or contracted by Werner, Shipper, a freight forwarder or a customs broker

For spot quote shipments, Werner's liability will be limited to \$.50 per lb.

ITEM 440

FAK RATES

Where an FAK classification is allowed in any Contract Agreement and the NMFC 100 series provides for a released value for a commodity being shipped, Shipper must release the shipment to the lowest possible valuation according to the NMFC 100 tariff. Any applicable FAK class allowed is for rating purposes only and does not reflect any agreement by Werner to allow a higher valuation on commodities being shipped.

ITEM 445

MIXED COMMODITIES

Shipper must identify the specific commodity or product on the bill of lading for all transportation moving under FAK rates. If Shipper fails to identify the specific commodity or product, Werner will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state or local laws and regulations from being co-loaded on the same trailer with the product or commodity moving under the FAK rates.

ITEM 455

SEALED TRAILERS

In the event Werner takes possession of a sealed trailer, delivery of the trailer with seal in-tact (absent evidence of tampering with the trailer, doors, or hinges) conclusively defeats any claim of a shortage. Claims for an absent or missing seal may only be asserted by the Shipper if the Shipper has adequate procedures in place for verifying that the seal was in place when the trailer left origin and only when there is proof of actual damage to the goods, verified by testing or other procedures. Werner will have no liability for cargo loss, damage or shortage where any seal is removed by order of any law enforcement or governmental authority.

ITEM 460

SHORTAGE

Werner will not be responsible for shortage on shipments that are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. Werner will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

ITEM 465

SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES

Werner will not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of, but not limited to, shortage, damage or delay. Additionally, Werner will not be liable for attorney's fees of the Shipper.

ITEM 470**SPOTTED EQUIPMENT**

Werner responsibility for cargo begins when Werner picks up a shipment from the Shipper's dock, or in the case of spotted equipment, when Werner takes physical possession of the loaded trailer. Werner's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

ITEM 475**INTERPLANT MOVES**

Werner's liability for loss, damage or destruction of any goods shipped on an Interplant Move will be limited to \$2.00 per pound per package. An Interplant Move is a shipment by a company from one of its facilities to one or more of its other facilities or facilities of its divisions or subsidiaries of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers or manufacturing facilities.

ITEM 480**RETURNED GOODS**

Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by Werner from the original shipper, will be limited to lost freight only and Werner will not be responsible for damages. Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by Werner from the original shipper and delivered without exception, when Werner is not given an opportunity to inspect prior to return, will be limited to lost freight only and Werner will not be responsible for damages.

SECTION 5 – FREIGHT CHARGES

ITEM 500

CREDIT AND COLLECTIONS

- (1) Any consignor or consignee must meet creditworthiness requirements or the shipment must be prepaid by the consignee. Prepayment must be by credit card.
 - (2) Invoices for freight will, upon request be forwarded to third party freight services, however, it is the responsibility of the party designated on the bill of lading as shipper (for prepaid shipments) or consignee (for collect shipments) to ensure payment is made within the prescribed credit period. It is also the payer's responsibility to ensure accurate and updated rates are supplied to the freight payment service. The name, address and any account numbers of the freight service plan must be clearly stated on the bill of lading. For third party payment shipments, Werner will invoice the shipper's broker, bank or other agent for freight charges. Werner reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payments of freight charges is not received pursuant to third party billing. A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with Werner picking the shipments up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a non-recourse provision of the bill of lading. If such a provision is executed and the shipment is inadvertently accepted, the non-recourse provision will be ineffective.
 - (3) Freight charges for prepaid shipments must be paid by credit card. Excluded are shippers or receivers who have established credit terms with Werner prior to delivery.
 - (4) Werner will impose a processing fee of \$50.00 per transaction for credit card payments.
 - (5) Additionally, when arrangements are made with intermediaries for transportation services provided by Werner and the intermediary in turn bills the shipper or beneficial owner of the goods for freight charges inclusive of Werner's rates, the following rules apply:
 - (i) The intermediary will segregate money due owing to Werner from other accounts.
 - (ii) Intermediary will pay Werner without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to Werner.
 - (iii) When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
 - (iv) When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 et seq. shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
 - (v) In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to Werner.
 - (vi) Werner preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the bill of lading is signed and to the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with the bill of lading.
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ITEM 510

COLLECTION AND PAYMENT OF CHARGES

Shipper shall pay Werner in full, within 7 calendar days of receipt of Werner's invoice, for all transportation and related services according to the addendum(s) and schedule(s) of rates negotiated between Werner and Shipper, and included by reference herein. In the event payment is not made within fifteen days, Shipper agrees that interest will accrue daily and be made payable to Werner at the lesser of 1.5% per month or the maximum legal rate and, in addition, Shipper may lose any discounts offered by Werner under any contract agreement.

ITEM 540

JURISDICTION AND VENUE OF COLLECTION SUIT

All action or proceedings instituted by Werner for the collection of freight charges owed by the shipper, consignor, consignee or third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, where Werner initiates a lawsuit, such suit shall be brought in a state or federal court of competent jurisdiction embracing Douglas County, Nebraska, or where the debtor resides (at the option of Werner). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.

ITEM 550**LIEN FOR FREIGHT CHARGES**

Werner shall have a possessory lien on shipments in its dominion and control for the payment of current and past due freight charges. Shipper's goods will be held and sold pursuant to the Werner Lien provisions of the Uniform Commercial Code. Werner reserves the right to convert any shipment to a collect shipment.

ITEM 560**PAYMENT WITHOUT OFFSET**

Shipper, Consignor and/or Consignee, or its broker or agent, shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Tariff and shipper, consignor, or consignee shall not deprive Werner of the claims process by unilateral deduction of claims from payment of freight charges due.

ITEM 570**PRECEDENCE OF RATES AND CHARGES**

A. When Shipper, consignee or third party each has a pricing agreement or contract with rates applicable to its linehaul charges on a given shipment, those provisions applicable to the payer of the freight charges will apply. This priority or application will apply whether or not the total charges are higher, lower or unchanged from those that might result if provisions applicable to a non-paying party were applied.

Payer shall mean:

- 1) Shipper on prepaid shipments (except when a third party has been designated on the original bill of lading).
- 2) The consignee on collect shipments.
- 3) A third party (party other than Shipper or consignee) as designated on the original bill of lading.

Freight payment plans will not be considered as payer.

B. On accounts which have contractual provisions and ship from a location not listed in their contract, the shipment will be rated using class rates with no applicable discount.

ITEM 580**THIRD PARTY BILLING**

Werner will invoice the shipper's broker, bank or other agent for freight charges. Werner reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payments of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with Werner picking the shipments up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a non-recourse provision of the bill of lading.

Werner drivers executing bills of lading do not have authority to vary or change these provisions.

ITEM 585**UNDERCHARGE/OVERCHARGE CLAIMS**

Any claim for overcharges of freight bills must be submitted within 180 days of shipment date and must be submitted by the responsible party of the freight charges. Any claim for undercharges of freight bills must be submitted by Werner to the payor of the freight charges within 180 days of the shipment date.

SECTION 6 – DOMESTIC INTERMODAL SHIPMENTS

ITEM 600

APPLICABILITY

This Section applies to all movements on intermodal equipment governed by the Uniform Intermodal Interchange Agreement or any substantially similar organization or arrangement. Unless otherwise stated in this Section, the provisions of the remainder of this Tariff continue to apply.

ITEM 610

ARRIVAL NOTICE

1. Actual tender of delivery at consignee's place constitutes notice of the arrival of a shipment.
 2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment:
 - (a) The notice will be given by telephone, if convenient and practicable; otherwise by mail or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
 - (b) If the consignee's address is unknown to Werner, the notice will be mailed to him at the post office serving the point of destination shown on the Bill of Lading.
 - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by, the addressee) at 8:00 A.M. on the first business day after it was mailed.
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ITEM 640

LOADING AND UNLOADING CONTAINER

Except as otherwise provided herein, the complete loading and/or unloading service, as the case may be, of the shipment including the count hereof must be performed by the shipper or consignee at his expense, without any assistance from Werner. Werner's employee and power unit are to be released while loading and/or unloading is performed. At Werner's option, Werner's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.

1. The complete loading service includes the loading of the shipment into or on the container or trailer and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
 2. The complete unloading service means that the consignee must remove the shipment from the position in which it is transported in or on the container or trailer. The consignee will be responsible for removal of all packing materials, dunnage, blocking, bracing, nails and excess product or waste, etc. or will be subject to a \$100.00 cleanout fee.
-

ITEM 680

UNDELIVERED FREIGHT

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because Werner cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, Werner will make a diligent effort to notify the consignor promptly that the freight is being stored and the reason therefor.
2. Undelivered shipments will be subject to Storage.
3. On undelivered shipments, disposition instructions printed on the Bill of Lading, shipping label or container will not be accepted as authority to reship, return or re consign a shipment or to limit
4. Werner may elect to handle undelivered freight pursuant to the terms of this Tariff governing On Hand Freight.

ITEM 690

ACCESSORIALS FOR DOMESTIC INTERMODAL SHIPMENTS

Accessorial	Accessorial Terms												
Stops In Transit	\$150 for the first stop; \$175 for the second; \$250 for the third, and \$400 each stop thereafter. Additional \$1.95/mile for any out of route miles incurred.												
Trailer/Container Detention (Per Diem)	Day of Notification, plus 2: Free ****Weekends are chargeable**** <table> <tr> <td>Private Trailer</td><td>Private or Rail Owned Container</td></tr> <tr> <td>4-5: \$35/Day</td><td>4-7: \$100/Day</td></tr> <tr> <td>6-7: \$50/Day</td><td></td></tr> <tr> <td>8-10: \$50/Day</td><td>8-20: \$200/Day</td></tr> <tr> <td>11-20: \$100/Day</td><td></td></tr> <tr> <td>21+: \$225/Day</td><td>21+: \$300/Day</td></tr> </table>	Private Trailer	Private or Rail Owned Container	4-5: \$35/Day	4-7: \$100/Day	6-7: \$50/Day		8-10: \$50/Day	8-20: \$200/Day	11-20: \$100/Day		21+: \$225/Day	21+: \$300/Day
Private Trailer	Private or Rail Owned Container												
4-5: \$35/Day	4-7: \$100/Day												
6-7: \$50/Day													
8-10: \$50/Day	8-20: \$200/Day												
11-20: \$100/Day													
21+: \$225/Day	21+: \$300/Day												
Detention - With Power	\$100 for each hour beyond 1 hour free time.												
Yard Storage	No free time allowed. Charges are \$50/Day plus applicable per diem and drayage charges.												
Rail Storage	Upon rail notification of trailer/container at destination the actual storage cost incurred will be passed through to the customer. Individual Rail storage schedules available upon request.												
Dry run	\$450 dry run free												
Hazardous Material Service Charge	\$300 hazmat service charge												
Scale Charge	\$75 + dray charges assessed												
Reconsignment or Diversion	\$2.00/mile on all miles subject to \$200 minimum												
Non Permitted Use of Equipment	Utilization of equipment, which does not strictly comply with the intended use between WMMI and its customer, will result in a \$500 equipment fee per trailer or container, per day, for each occurrence.												
Equipment Positioning	In the event that the Shipper or Consignee requires additional empty trailing equipment or the movement thereof, resulting in a bobtail move by WMMI, a charge of \$1.95/mile for all miles, subject to a minimum charge of \$200, will apply.												
New York Surcharge (Zips: 100-104, 106-107, 110-119)	Additional \$500 for any destination or stop(s) (for partial loading or unloading) in these zip codes.												
Rework/Transload	If Werner Intermodal is required to rework or reload trailer equipment that is in transit due to freight that has shifted as a result of either or both, improperly loaded or secured cargo then the cost incurred for driver load or lumper charges will be passed through to the party responsible for payment, subject to a minimum charge of \$500 per occurrence. Applicable detention charges will be assessed.												
Driver Assist Load/Unload Charge	\$100 per hour with no free time allowed												
C.O.D. Shipments	No C.O.D. Shipments allowed.												
Payment/Collection of Charges	All charges must be paid within seven (7) day from the date of delivery at final destination. 2% per month on charges not paid within 30 days of billing. 10% on all balances offset against charges/billing in error.												
Driver Count	\$100/hr. for load requiring driver count, no free time allowed.												
Lumper Load/Unload Charge	Customer will pay face value for lumper receipt												
Additional Copies of Proof of Delivery	Upon the customer's request, a digitized image of the bill of lading shall accompany each freight bill at a fee of \$15 per bill. Should the customer request an original BOL, a fee of \$30 shall be added to such bill.												
Redelivery Charge	To be negotiated per occurrence based on dray rate plus \$50 per day storage charge. No free time will be allowed.												
Dunnage Disposal	\$150 charge assessed if carrier is responsible for disposal of materials used in securing the shipment for transport.												
Food Safety Modernization Act	Customer must provide its FSMA controls to Carrier's sales account executive in writing at least twenty four (24) hours prior to pickup												

WERNER INTERMODAL FUEL SURCHARGE

Shipper and Carrier agree, that based on the Department of Energy (DOE) National Average price of fuel, all linehaul rates charged to Shipper shall be adjusted according to the table shown below. If applicable, the surcharge will be effective for loads dispatched Tuesday through Monday based on the DOE National Average price released on Monday of that Week:

DOE Average				%
Greater Than	but	Less Than	Fuel	Surcharge
\$ 1.021	-	\$ 1.06		0.00%
\$ 1.061	-	\$ 1.10		0.50%
\$ 1.101	-	\$ 1.14		1.00%
\$ 1.141	-	\$ 1.18		1.50%
\$ 1.181	-	\$ 1.22		2.00%
\$ 1.221	-	\$ 1.26		2.50%
\$ 1.261	-	\$ 1.30		3.00%
\$ 1.301	-	\$ 1.34		3.50%
\$ 1.341	-	\$ 1.38		4.00%
\$ 1.381	-	\$ 1.42		4.50%
\$ 1.421	-	\$ 1.46		5.00%
\$ 1.461	-	\$ 1.50		5.50%
\$ 1.501	-	\$ 1.54		6.00%
\$ 1.541	-	\$ 1.58		6.50%
\$ 1.581	-	\$ 1.62		7.00%
\$ 1.621	-	\$ 1.66		7.50%
\$ 1.661	-	\$ 1.70		8.00%
\$ 1.701	-	\$ 1.74		8.50%
\$ 1.741	-	\$ 1.78		9.00%
\$ 1.781	-	\$ 1.82		9.50%
\$ 1.821	-	\$ 1.86		10.00%
\$ 1.861	-	\$ 1.90		10.50%
\$ 1.901	-	\$ 1.94		11.00%
\$ 1.941	-	\$ 1.98		11.50%
\$ 1.981	-	\$ 2.02		12.00%
\$ 2.021	-	\$ 2.06		12.50%
\$ 2.061	-	\$ 2.10		13.00%
\$ 2.101	-	\$ 2.14		13.50%
\$ 2.141	-	\$ 2.18		14.00%
\$ 2.181	-	\$ 2.22		14.50%
\$ 2.221	-	\$ 2.26		15.00%
\$ 2.261	-	\$ 2.30		15.50%
\$ 2.301	-	\$ 2.34		16.00%
\$ 2.341	-	\$ 2.38		16.50%

DOE Average				%
Greater Than	but	Less Than	Fuel	Surcharge
\$ 2.381	-	\$ 2.42		17.00%
\$ 2.421	-	\$ 2.46		17.50%
\$ 2.461	-	\$ 2.50		18.00%
\$ 2.501	-	\$ 2.54		18.50%
\$ 2.541	-	\$ 2.58		19.00%
\$ 2.581	-	\$ 2.62		19.50%
\$ 2.621	-	\$ 2.66		20.00%
\$ 2.661	-	\$ 2.70		20.50%
\$ 2.701	-	\$ 2.74		21.00%
\$ 2.741	-	\$ 2.78		21.50%
\$ 2.781	-	\$ 2.82		22.00%
\$ 2.821	-	\$ 2.86		22.50%
\$ 2.861	-	\$ 2.90		23.00%
\$ 2.901	-	\$ 2.94		23.50%
\$ 2.941	-	\$ 2.98		24.00%
\$ 2.981	-	\$ 3.02		24.50%
\$ 3.021	-	\$ 3.06		25.00%
\$ 3.061	-	\$ 3.10		25.50%
\$ 3.101	-	\$ 3.14		26.00%
\$ 3.141	-	\$ 3.18		26.50%
\$ 3.181	-	\$ 3.22		27.00%
\$ 3.221	-	\$ 3.26		27.50%
\$ 3.261	-	\$ 3.30		28.00%
\$ 3.301	-	\$ 3.34		28.50%
\$ 3.341	-	\$ 3.38		29.00%
\$ 3.381	-	\$ 3.42		29.50%
\$ 3.421	-	\$ 3.46		30.00%
\$ 3.461	-	\$ 3.50		30.50%
\$ 3.501	-	\$ 3.54		31.00%
\$ 3.541	-	\$ 3.58		31.50%
\$ 3.581	-	\$ 3.62		32.00%
\$ 3.621	-	\$ 3.66		32.50%
\$ 3.661	-	\$ 3.70		33.00%

DOE Average				%
Greater Than	but	Less Than	Fuel	Surcharge
\$ 3.701	-	\$ 3.74		33.50%
\$ 3.741	-	\$ 3.78		34.00%
\$ 3.781	-	\$ 3.82		34.50%
\$ 3.821	-	\$ 3.86		35.00%
\$ 3.861	-	\$ 3.90		35.50%
\$ 3.901	-	\$ 3.94		36.00%
\$ 3.941	-	\$ 3.98		36.50%
\$ 3.981	-	\$ 4.02		37.00%
\$ 4.021	-	\$ 4.06		37.50%
\$ 4.061	-	\$ 4.10		38.00%
\$ 4.101	-	\$ 4.14		38.50%
\$ 4.141	-	\$ 4.18		39.00%
\$ 4.181	-	\$ 4.22		39.50%
\$ 4.221	-	\$ 4.26		40.00%
\$ 4.261	-	\$ 4.30		40.50%
\$ 4.301	-	\$ 4.34		41.00%
\$ 4.341	-	\$ 4.38		41.50%
\$ 4.381	-	\$ 4.42		42.00%
\$ 4.421	-	\$ 4.46		42.50%
\$ 4.461	-	\$ 4.50		43.00%
\$ 4.501	-	\$ 4.54		43.50%
\$ 4.541	-	\$ 4.58		44.00%
\$ 4.581	-	\$ 4.62		44.50%
\$ 4.621	-	\$ 4.66		45.00%
\$ 4.661	-	\$ 4.70		45.50%
\$ 4.701	-	\$ 4.74		46.00%
\$ 4.741	-	\$ 4.78		46.50%
\$ 4.781	-	\$ 4.82		47.00%
\$ 4.821	-	\$ 4.86		47.50%
\$ 4.861	-	\$ 4.90		48.00%
\$ 4.901	-	\$ 4.94		48.50%
\$ 4.941	-	\$ 4.98		49.00%
\$ 4.981	-	\$ 5.02		49.50%

\$5.021 - and up 50% plus an additional 0.50% for each \$.04 increment of fraction thereof above \$5.021.

ITEM 695**TRACTOR DETENTION (DETENTION WITH POWER)**

Shipper/Consignee will receive free time as indicated below for tractors to reside at the facility waiting to be loaded or unloaded. Each additional time beyond the free time allowance will be billable to the Shipper at the rate indicated below. Computation of free time will commence at either the truck's arrival date/time, or the appointment date/time, whichever is later. In the event there a multiple pickups or deliveries during the trip, the free time for each stop associated with either the pick up or delivery of the load will be allowed free time as indicated below.

The rates applicable to tractor detention are as follows:

Tractor Detention Rate Schedule

<u>Segment</u>	<u>Elapsed Time</u>	<u>Detention Charge Per Hour</u>
Initial Loading	2 Hours	\$0.00
	After 2 Hours	\$120.00
Stop	2 Hours	\$0.00
	After 2 Hours	\$120.00
Final Delivery	2 Hours	\$0.00
	After 2 Hours	\$120.00

SECTION 7 – TEMPERATURE CONTROLLED SHIPMENTS

ITEM 700

APPLICABILITY

This Section applies to all shipments requiring refrigerated or temperature controlled service.

ITEM 710

REFRIGERATED SERVICE

The following provisions will govern Werner's transportation of refrigerated shipments.

1. Shipper must expressly indicate the correct temperature setting on the bill of lading. Unless the correct temperature setting is indicated on the bill of lading, Werner will not be liable for loss or damage to freight.
 2. If a refrigerated shipment is rejected for any reason by consignee, Werner will notify Shipper and maintain the shipment at the required temperature until disposition instructions are received from Shipper or Consignee.
 3. Werner's driver will not open doors on a refrigerated trailer until expressly instructed to do so by consignee. Werner is not liable for cargo loss or damage that occurs after its driver opens the doors on the trailer.
 4. Werner is not liable for temperature variations that occur due to freight being loaded "hot."
 5. Shipper must expressly inform Werner to any additional requirements for transportation of freight for which refrigerated service is requested.
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ITEM 720

PROTECT FROM FREEZING SERVICE

Except as provided in this Item, Werner is not liable for damage to freight caused by exposure to cold or freezing temperatures. Protect from Freezing Service will be provided at Werner's discretion on single-line shipments and shipments to Canada from October 1st through April 30th, if each of the following conditions are met:

- A. Suitable equipment is available, and
- B. The Bill of Lading, each handling unit, AND each loose package is clearly marked with the notation, "**PROTECT FROM FREEZING**". (Marking on the freight or packaging alone or on any document other than the Bill of Lading is not sufficient.), and
- C. Outside temperature is forecast to be 10 degrees Fahrenheit or higher, and
- D. Shipment is tendered on one of the following days:
 - o Next Day Transit Lanes - Monday through Thursday.
 - o Second Day Transit Lanes - Monday through Wednesday.
 - o Third Day Transit Lanes - Monday and Tuesday, and
- E. None of the following applies:
 1. The shipment is tendered on a Friday or the day before a holiday, or
 2. The shipment requires appointments, or
 3. The shipment requires "will call" or "dock pick up," or
 4. The shipment requires COD or Order Notify, or
 5. The shipment is moving In Bond.

AND

- F. Werner may refuse to accept any shipment where weather forecasts or prevailing road conditions indicate probable highway closures.

It is the shipper's or consignor's obligation to ensure that the above conditions are satisfied. For shipments tendered to Werner that do not meet the above conditions, Werner will have no liability for cargo damaged by exposure to freezing temperatures. Werner's cargo claim liability is otherwise subject to the limits and provisions as provided in this Tariff.

Accessorial	Accessorial Terms
Minimum Charge	\$650 per shipment, except if noted otherwise on another specific rate page related to this publication or as follows (for purposes of this accessorial charge, the states of CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI and VT shall be defined as "Northeast States"): * Outbound from FL will be \$350 per shipment. * Outbound from Northeast States will be \$450 per shipment. * Intra Northeast states will be \$700 per shipment
Stops In Transit	\$150 for the first stop; \$175 for the second; \$250 for the third; \$400 for each stop thereafter (When rates are stated in dollars per vehicle used or in cents per 100 pounds, circuitous miles are \$2.00 per mile)
Impractical Operations	\$2.00 per mile exceeding shortest route
Detention - Without Power	See Appendix E
Detention - With Power	See Appendix F
Reconsignment or Diversion	\$150, subject to stop-in-transit rules
Non Permitted Use of Equipment	Utilization of equipment, which does not strictly comply with the intended use between Werner and its customer, will result in a \$400 USD per trailer or container, per day, for each occurrence.
New York Surcharge (Zips: 100-104, 106-107, 110-119)	Additional \$500 for any destination or stop(s) (for partial loading or unloading) in these zip codes.
Florida Keys Surcharge (Zips: 33001, 33036-33037, 33040-33043, 33045, 33050-33052, 33070)	Additional \$400 for any destination or stop(s) (for partial loading or unloading) in these zip codes.
Load/Unload Charge	Customer will pay face value of lump sum receipt or a minimum load/unload charge of \$150. If sort and segregate is required there will be an additional \$150 charge.
C.O.D. Shipments	\$100 per C.O.D. collection
Two-Man Driver Teams	Additional \$0.25 per loaded mile, when requested
Additional Copies of Proof of Delivery	A digitized image of the bill of lading shall accompany each freight bill at no charge. Additional copies of such bills of lading shall be available for \$15 USD
Multiple Invoices	\$75 for each additional consignee billed
Payment/Collection of Charges	All charges must be paid within seven (7) days from the date of delivery at final destination. 2% per month on charges not paid within 30 days of billing. 10% on all balances offset against charges/billing in error.
Returned, Undelivered Shipments	\$2.00 per mile for all miles from origin and returning back to the origin point, subject to a \$600 minimum
Vehicle Furnished But Not Used - Solo Drivers	\$2.00 per mile from last destination to designated pickup, and return to last destination, subject to \$600 minimum
Vehicle Furnished But Not Used - Team Drivers	\$2.00 per mile from last destination to designated pickup, and return to last destination, subject to \$900 minimum with 8 hours prior notification
Food Safety Modernization Act	Customer must provide its FSMA controls to Carrier's sales account executive in writing at least twenty four (24) hours prior to pickup

ITEM 740**TRAILER DETENTION**

Shipper and Carrier agree, that Shipper/Consignee will receive a forty-eight hour period for trailers to reside at the facility waiting to be loaded or unloaded. Each additional full day beyond this time allowance will be billable to the Shipper/Consignee. Saturdays, Sundays and holidays will be excluded when computing per diem charges, provided they fall within the free-time. Computation of free-time will begin at 12:01 AM the day after constructive placement of the trailer. Shipper/Consignee will be responsible for notifying Carrier when trailer is available for pickup and will be charged until notification is received by Carrier. Notification may be made via fax or email to the phone number or email address provided by Carrier. Separate invoice billing will be provided on a monthly basis.

The rates applicable to trailer detention are as follows:

Trailer Detention Rate Schedule

Full Days After Trailer Placement	Detention
1st - 2nd Day	\$0.00
3rd - 5th Day	\$125.00
6th - 10th day	\$250.00
11th day forward	\$350.00

ITEM 750**LOADED TRAILER BORDER DETENTION ADDENDUM**

When a temperature control trailer arrives at the border the customer is notified they have 24 hours to ready the shipment for travel through the U.S. or Mexico before the first \$125 will be assessed. IF the shipment is not ready to be shipped, an additional charge will be assessed for each subsequent 24 hour period according to the table below.

The rates applicable to trailer detention are as follows:

Trailer Detention Rate Schedule

Full Days After Trailer Placement	Detention
1st - 2nd Day	\$125.00
3rd - 5th Day	\$250.00
6th and Forward	\$500.00

ITEM 760**TRACTOR DETENTION (DETENTION WITH POWER)**

Shipper/Consignee will receive free time as indicated below for tractors to reside at the facility waiting to be loaded or unloaded. Each additional time beyond the free time allowance will be billable to the Shipper at the rate indicated below. Computation of free time will commence at either the truck's arrival date/time, or the appointment date/time, whichever is later. In the event there a

multiple pickups or deliveries during the trip, the free time for each stop associated with either the pick up or delivery of the load will be allowed free time as indicated below.

The rates applicable to tractor detention are as follows:

Tractor Detention Rate Schedule

<u>Segment</u>	<u>Elapsed Time</u>	<u>Detention Charge Per Hour</u>
Initial Loading	2 Hours	\$0.00
	After 2 Hours	\$120.00
Stop	2 Hours	\$0.00
	After 2 Hours	\$120.00
Final Delivery	2 Hours	\$0.00
	After 2 Hours	\$120.00

ITEM 770

FRESH FUEL SURCHARGE

Shipper and Carrier agree, that based on the Department of Energy (DOE) National Average price of fuel, all linehaul rates charged to Shipper shall be adjusted according to the table shown below. If applicable, the surcharge will be effective for loads dispatched Monday through Sunday based on the DOE National Average price released on Monday of that Week:

DOE Average			\$ Per Mile
Greater Than	but Less Than		Fuel Surcharge
\$ 1.05	- \$ 1.349		\$ 0.01
\$ 1.35	- \$ 1.649		\$ 0.02
\$ 1.65	- \$ 1.949		\$ 0.03
\$ 1.95	- \$ 2.249		\$ 0.04
\$ 2.25	- \$ 2.549		\$ 0.05
\$ 2.55	- \$ 2.849		\$ 0.06
\$ 2.85	- \$ 3.149		\$ 0.07
\$ 3.15	- \$ 3.449		\$ 0.08
\$ 3.45	- \$ 3.749		\$ 0.09
\$ 3.75	- \$ 4.049		\$ 0.10

DOE Average			\$ Per Mile
Greater Than	but Less Than		Fuel Surcharge
\$ 4.05	- \$ 4.349		\$ 0.11
\$ 4.35	- \$ 4.649		\$ 0.12
\$ 4.65	- \$ 4.949		\$ 0.13
\$ 4.95	- \$ 5.249		\$ 0.14
\$ 5.25	- \$ 5.549		\$ 0.15
\$ 5.55	- \$ 5.849		\$ 0.16
\$ 5.85	- \$ 6.149		\$ 0.17
\$ 6.15	- \$ 6.449		\$ 0.18
\$ 6.45	- \$ 6.749		\$ 0.19
\$ 6.75	- \$ 7.049		\$ 0.20

DOE Average			\$ Per Mile
Greater Than	but Less Than		Fuel Surcharge
\$ 7.05	- \$ 7.349		\$ 0.21
\$ 7.35	- \$ 7.649		\$ 0.22
\$ 7.65	- \$ 7.949		\$ 0.23
\$ 7.95	- \$ 8.249		\$ 0.24
\$ 8.25	- \$ 8.549		\$ 0.25
\$ 8.55	- \$ 8.849		\$ 0.26
\$ 8.85	- \$ 9.149		\$ 0.27
\$ 9.15	- \$ 9.449		\$ 0.28
\$ 9.45	- \$ 9.749		\$ 0.29
\$ 9.75	- \$ 10.049		\$ 0.30

\$10.05 - and up \$.31 per mile plus an additional \$.01 per mile for each \$.30 increment or fraction thereof above \$10.05.

ITEM 780**FROZEN FUEL SURCHARGE**

Shipper and Carrier agree, that based on the Department of Energy (DOE) National Average price of fuel, all linehaul rates charged to Shipper shall be adjusted according to the table shown below. If applicable, the surcharge will be effective for loads dispatched Monday through Sunday based on the DOE National Average price released on Monday of that Week:

DOE Average				\$ Per Mile
Greater Than	but	Less Than	Fuel	Surcharge
\$ 1.05	-	\$ 1.249	\$	0.04
\$ 1.25	-	\$ 1.649	\$	0.05
\$ 1.65	-	\$ 1.949	\$	0.06
\$ 1.95	-	\$ 2.249	\$	0.07
\$ 2.25	-	\$ 2.549	\$	0.08
\$ 2.55	-	\$ 2.849	\$	0.09
\$ 2.85	-	\$ 3.149	\$	0.10
\$ 3.15	-	\$ 3.449	\$	0.11
\$ 3.45	-	\$ 3.749	\$	0.12
\$ 3.75	-	\$ 4.049	\$	0.13

DOE Average				\$ Per Mile
Greater Than	but	Less Than	Fuel	Surcharge
\$ 4.05	-	\$ 4.349	\$	0.14
\$ 4.35	-	\$ 4.649	\$	0.15
\$ 4.65	-	\$ 4.949	\$	0.16
\$ 4.95	-	\$ 5.249	\$	0.17
\$ 5.25	-	\$ 5.549	\$	0.18
\$ 5.55	-	\$ 5.849	\$	0.19
\$ 5.85	-	\$ 6.149	\$	0.20
\$ 6.15	-	\$ 6.449	\$	0.21
\$ 6.45	-	\$ 6.749	\$	0.22
\$ 6.75	-	\$ 7.049	\$	0.23

DOE Average				\$ Per Mile
Greater Than	but	Less Than	Fuel	Surcharge
\$ 7.05	-	\$ 7.349	\$	0.24
\$ 7.35	-	\$ 7.649	\$	0.25
\$ 7.65	-	\$ 7.949	\$	0.26
\$ 7.95	-	\$ 8.249	\$	0.27
\$ 8.25	-	\$ 8.549	\$	0.28
\$ 8.55	-	\$ 8.849	\$	0.29
\$ 8.85	-	\$ 9.149	\$	0.30
\$ 9.15	-	\$ 9.449	\$	0.31
\$ 9.45	-	\$ 9.749	\$	0.32
\$ 9.75	-	\$ 10.049	\$	0.33

\$10.05 - and up \$.33 per mile plus an additional \$.01 per mile for each \$.30 increment or fraction thereof above \$10.05.

SECTION 8 – ACCESSORIALS FOR INTERNATIONAL SHIPMENTS

ITEM 810

INTERNATIONAL DRY VAN SHIPMENTS

Accessorial	Accessorial Terms
In-Bond Charge	\$125 per in-bond shipment
Hazmat Charges	Additional charges may apply for shipping hazardous material in Mexico
Expedited Shipments	Additional charges may apply.
Overweight Rework Charge	\$100 USD per hour with a 2 hour minimum for palletized shipments
Late or After Hours Border Crossing	\$150 USD charge for any "After Hours" crossing. Must be prearranged during "Normal Business Hours" defined as follows: - Monday - Friday 0800 - 2200 and Saturday 1000 - 1600. Any loads crossing at any time outside these hours are defined as "After Hours".
Mexico Border Detention/Demurrage	\$100 USD per day after 3 (three) working days not including delivery day. After charges have began to be incurred, weekends and holidays will be included and charged. All charges incurred must be paid prior to the trailer crossing the border.
Mexican Northbound Border Termination Fee	An additional \$300 fee will be applied for all outbound Mexico loads that are unloaded at the border without prior authorization from Werner.
Mexico Destination Surcharge States	An additional \$500 for any destination or stop(s) for partial unloading in the following Mexican states: -BS - Baja California-Sur -CH - Chiapas -CP - Campeche -QR - Quintana Roo -TA - Tabasco -YC - Yucatan
Mexico Toll Charge	\$35 will apply on all Southbound and Northbound shipments passing through Laredo, TX.
Arranged or Performed Dray Services	Charges for cross border dray or shuttle services performed to or from Forwarders, Custom Brokers or Mexican Carriers will be as follows: - Nogales, AZ to/from Nogales, SO - \$260 USD - Calexico, CA to/from Mexicali, BJ - \$260 USD - Otay Mesa, CA to/from Tijuana, BJ - \$315 USD - Brownsville, TX to/from Matamoros, TM - \$260 USD - El Paso, TX to/from Ciudad Juarez, CI - \$250 USD - Laredo, TX to/from Nuevo Laredo, TM - \$150 USD - McAllen, TX to/from Reynosa, TM - \$260 USD - Eagle Pass, TX to/from Piedras Negras, CU - \$350 USD - Del Rio, TX to/from Ciudad Acuna, CU - \$250 USD
Canada Customs Unload/Search Charge	In the event that Canada Customs selects shipments for an inspection the shipper or importer (whichever is responsible for the freight Charges) will be liable for associated charges. Canada Customs does routinely inspect freight before allowing entry into Canada, which results in mandatory unload/re-load by a third party vendor at the port. In such cases shipper or importer will be responsible for these third party charges.
Canada Border Detention	\$75 USD for each hour beyond 2 hours free time. This applies to, but is not limited to, delays at the border attributed to shipper/importer failure to provide proper or complete documentation, correct broker information or advance notification of shipment to applicable government agency.

Canada FDA Pre-Notification Charge	\$30 USD charge for all shipments which require the carrier to perform the pre-notification function to the FDA. Where the shipper / importer / exporter or broker notifies, no charge will apply.
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ITEM 820

INTERNATIONAL INTERMODAL SHIPMENTS

Canada Border Detention	\$75 USD for each hour beyond 2 hours free time. This applies to, but is not limited to, delays at the border attributed to shipper/importer failure to provide proper or complete documentation, correct broker information or advance notification of shipment to applicable government agency.
Canada FDA Pre-Notification Charge	\$30 USD charge for all shipments which require the carrier to perform the pre-notification function to the FDA. Where the shipper / importer / exporter or broker notifies, no charge will apply.
Mexico Toll Charge	\$35 will apply on all Southbound and Northbound shipments passing through Laredo, TX
Mexico Werner Terminal Stop	If upon scheduling delivery at US brokers Facility, broker is not able to receive containers Werner can outgate those from the ramp to Werner Terminal in the border city. Following charges will be assessed: Local dray from the ramp to Werner Laredo Terminal: \$150 USD Per Container Yard Storage: \$50 USD Per Container
Mexico Ramp Storage	<p>Mexico Direct Shipments (steel wheels across the border) <u>KCSR-NS TMXU program - Southbound</u> KCSM Ramps: Salinas Victoria, Interpuerto (CLP), Puerta Mexico (Toluca), Pantaco Free Time: Day of notification plus 5 calendar days. Day 7+: \$35 USD per calendar day (includes Mexican IVA tax)</p> <p><u>KCSR-NS TMXU program - Northbound - All ramps: Salinas Victoria, Interpuerto, Puerta Mexico.</u> KCSM Ramps: Salinas Victoria, Interpuerto (SLP), Puerta Mexico (Toluca). Free Time: Day of in-gate plus 13 calendar days. Day 15+: \$35 USD per calendar day (includes Mexican IVA tax)</p> <p><u>Union Pacific Railroad and Rail partners programs (EMHU and UMXU) - Southbound.</u> FXE Ramps: Escobedo, Silao. KCSM Ramps: Salinas Victoria, Interpuerto (SLP), Puerta Mexico (Toluca). Free time: Notify plus 3 calendar days (weekends and holidays will be excluded from free time calculations) Day 5+: \$35 USD per Calendar day.</p> <p><u>Union Pacific Railroad and Rail partners programs (EMHU and UMXU) - Northbound.</u> FXE Ramps: Escobedo, Silao. KCSM Ramps: Salinas Victoria, Interpuerto (SLP), Puerta Mexico (Toluca). Free time: Day of in-gate plus 13 calendar days. (weekends and holidays will be excluded from free time calculations) Day 15+ \$35 USD per calendar day</p> <p><u>Border Direct Shipments</u> Free Time: Day of notification plus 1 calendar day Day 3+: \$150 USD per calendar day</p>

Arranged or Performed Dray Services	Charges for cross border dray or shuttle services performed to or from Forwarders, Custom Brokers or Mexican Carriers will be as follows: - Nogales, AZ to/from Nogales, SO - \$260 USD - Calexico, CA to/from Mexicali, BJ - \$260 USD - Otay Mesa, CA to/from Tijuana, BJ - \$315 USD - Brownsville, TX to/from Matamoros, TM - \$260 USD - El Paso, TX to/from Ciudad Juarez, CI - \$250 USD - Laredo, TX to/from Nuevo Laredo, TM - \$150 USD - McAllen, TX to/from Reynosa, TM - \$260 USD - Eagle Pass, TX to/from Piedras Negras, CU - \$350 USD - Del Rio, TX to/from Ciudad Acuna, CU - \$250 USD
Mexico Border Crossing Dray at Laredo, TX	\$150 for cross border dray or shuttle services performed to or from Forwarders, Customer Brokers, or Mexican Carriers
Mexico Cross Border Dry Run at	Charge of \$150 USD will be assessed
Mexico Dry Run	Mexico Direct Shipments: Local: \$250 USD Non-Local: Any shipments that are non-local to the ramp of origin/destination, will be charged based on distance between the ramp and pickup/drop off location
	Border Direct Shipments: If a container arrives to a brokers facility and it is not received a charge of \$150 USD will be assessed in addition to Werner Stop Terminal
Mexico Detention with Power	At brokers facilities at the border \$75 USD for each hour beyond 2 hours free time. At MX consignee or shipper facilities \$75 USD for each hour beyond 4 hours free time.
Mexico Diversion of Service	\$550 USD upon "diversion" of Werner's door to door controlled service.
Mexico Utilization of Werner's US Bond	\$150 USD per in-bond shipment.
Stop in Mexico Carrier Yard	\$150 USD per event
Mexico Additional Equipment Drop	\$100 USD per container
US Authority Inspection on Northbound shipments	\$550 per container
Mexico Container Perdiem	Mexico Direct Shipments (steel wheels across the border) Free Time: Day of Notification (Day 1) plus 3 calendar days Days 5-10: \$50.00 USD per calendar day Days 11-20: \$100.00 USD per calendar day Day 21 +: \$225.00 USD per calendar day

ITEM 830

INTERNATIONAL FLATBED SHIPMENTS

In Bond Charge	\$125 per in bond shipment
Accessorial	Accessorial Terms
Hazmat Charges	Additional charges may apply for shipping hazardous material in Mexico
Expedited Shipments	Additional charges may apply.
Overweight Rework Charge	\$100 USD per hour with a 2 hour minimum for palletized shipments
Late or After Hours Border Crossing	\$150 USD charge for any "After Hours" crossing. Must be prearranged during "Normal Business Hours" defined as follows: - Monday - Friday 0800 - 2200 and Saturday 1000 - 1600. Any loads crossing at any time outside these hours are defined as "After Hours".
Mexico Border Detention/Demurrage	\$100 USD per day after 3 (three) working days not including delivery day. After charges have begun to be incurred, weekends and holidays will be included and charged. All charges incurred must be paid prior to the trailer crossing the border.

Mexico Destination Surcharge States	An additional \$500 for any destination or stop(s) for partial unloading in the following Mexican states: -BS - Baja California-Sur -CH - Chiapas -CP - Campeche -QR - Quintana Roo -TA - Tabasco -YC - Yucatan
Arranged or Performed Dray Services	Charges for cross border dray or shuttle services performed to or from Forwarders, Custom Brokers or Mexican Carriers will be as follows: - Nogales, AZ to/from Nogales, SO - \$240 USD - Calexico, CA to/from Mexicali, BJ - \$250 USD - Otay Mesa, CA to/from Tijuana, BJ - \$290 USD - Brownsville, TX to/from Matamoros, TM - \$220 USD - El Paso, TX to/from Ciudad Juarez, CI - \$200 USD - Laredo, TX to/from Nuevo Laredo, TM - \$150 USD - McAllen, TX to/from Reynosa, TM - \$240 USD - Eagle Pass, TX to/from Piedras Negras, CU - \$220 USD - Del Rio, TX to/from Ciudad Acuna, CU - \$210 USD
Mexican Northbound Border Termination Fee	An additional \$300 fee will be applied for all outbound Mexico loads that are unloaded at the border without prior authorization from Werner.
Canada Border Detention	\$75 USD for each hour beyond 2 hours free time. This applies to, but is not limited to, delays at the border attributed to shipper/importer failure to provide proper or complete documentation, correct broker information or advance notification of shipment to applicable government agency.
Canada FDA Pre-Notification Charge	\$30 USD charge for all shipments which require the carrier to perform the pre-notification function to the FDA. Where the shipper / importer / exporter or broker notifies, no charge will apply.
Mexico Toll Charge	\$35 will apply on all Southbound and Northbound shipments passing through Laredo, TX.

ITEM 840

INTERNATIONAL TEMPERATURE CONTROLLED SHIPMENTS

Accessorial	Accessorial Terms
In-Bond Charge	\$125 per in-bond shipment
Hazmat Charges	Additional charges may apply for shipping hazardous material in Mexico
Expedited Shipments	Additional charges may apply.
Overweight Rework Charge	\$100 USD per hour with a 2 hour minimum for palletized shipments
Late or After Hours Border Crossing	\$150 USD charge for any "After Hours" crossing. Must be prearranged during "Normal Business Hours" defined as follows: - Monday - Friday 0800 - 2200 and Saturday 1000 - 1600. Any loads crossing at any time outside these hours are defined as "After Hours".
Mexico Toll Charge	\$35 will apply on all Southbound and Northbound shipments passing through Laredo, TX.
Arranged or Performed Dray Services	Charges for cross border dray or shuttle services performed to or from Forwarders, Custom Brokers or Mexican Carriers will be as follows: - Laredo, TX to/from Nuevo Laredo, TM - \$180 USD

ITEM 850**INTERNATIONAL FUEL SURCHARGE**

When applicable, Shipper and Carrier agree that a fuel surcharge will apply to all linehaul rates charged to the shipper with an origin or destination in Mexico. The fuel surcharge will be based on the CRE (Comision Reguladora De Energia = Energy Regulatory Commission) for six states found at www.gob.mx and the Mexican Pesos to U.S. Dollars exchange rate effective each Tuesday using the tables and formulas shown below. If applicable, the surcharge will be effective for loads dispatched Tuesday through Monday and will be based upon the weekly average diesel fuel price calculated Tuesday through Monday.

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Rates are stated in U.S. Currency.

When applicable, Shipper and Carrier agree that a fuel surcharge will apply to all linehaul rates charged to the shipper with an origin or destination in Mexico. The fuel surcharge will be based on the CRE (Comision Reguladora De Energia = Energy Regulatory Commission) for six states found at www.gob.mx and the Mexican Pesos to U.S. Dollars exchange rate effective each Tuesday using the tables and formulas shown below. If applicable, the surcharge will be effective for loads dispatched Tuesday through Monday and will be based upon the weekly average diesel fuel price calculated Tuesday through Monday.

Fuel Surcharge Table

Pesos/Liter		Pesos/KM	Pesos/Mile	Pesos/Liter		Pesos/KM	Pesos/Mile	Pesos/Liter		Pesos/KM	Pesos/Mile
Low	High	Mexico Fuel	Mexico Fuel	Low	High	Mexico Fuel	Mexico Fuel	Low	High	Mexico Fuel	Mexico Fuel
\$ 16.05	\$ 16.10	\$ 6.52	\$ 10.50	\$ 18.80	\$ 18.85	\$ 8.27	\$ 13.32	\$ 21.55	\$ 21.60	\$ 10.02	\$ 16.14
\$ 16.11	\$ 16.16	\$ 6.56	\$ 10.56	\$ 18.86	\$ 18.91	\$ 8.31	\$ 13.38	\$ 21.60	\$ 21.66	\$ 10.06	\$ 16.20
\$ 16.16	\$ 16.21	\$ 6.59	\$ 10.61	\$ 18.91	\$ 18.96	\$ 8.34	\$ 13.43	\$ 21.66	\$ 21.71	\$ 10.09	\$ 16.25
\$ 16.22	\$ 16.27	\$ 6.63	\$ 10.67	\$ 18.97	\$ 19.02	\$ 8.38	\$ 13.49	\$ 21.71	\$ 21.77	\$ 10.13	\$ 16.31
\$ 16.27	\$ 16.32	\$ 6.66	\$ 10.73	\$ 19.02	\$ 19.07	\$ 8.41	\$ 13.55	\$ 21.77	\$ 21.82	\$ 10.16	\$ 16.37
\$ 16.33	\$ 16.38	\$ 6.70	\$ 10.78	\$ 19.08	\$ 19.13	\$ 8.45	\$ 13.60	\$ 21.82	\$ 21.88	\$ 10.20	\$ 16.42
\$ 16.38	\$ 16.43	\$ 6.73	\$ 10.84	\$ 19.13	\$ 19.18	\$ 8.48	\$ 13.66	\$ 21.88	\$ 21.93	\$ 10.23	\$ 16.48
\$ 16.44	\$ 16.49	\$ 6.77	\$ 10.90	\$ 19.19	\$ 19.24	\$ 8.52	\$ 13.72	\$ 21.93	\$ 21.99	\$ 10.27	\$ 16.53
\$ 16.49	\$ 16.54	\$ 6.80	\$ 10.95	\$ 19.24	\$ 19.29	\$ 8.55	\$ 13.77	\$ 21.99	\$ 22.04	\$ 10.30	\$ 16.59
\$ 16.55	\$ 16.60	\$ 6.84	\$ 11.01	\$ 19.30	\$ 19.35	\$ 8.59	\$ 13.83	\$ 22.04	\$ 22.10	\$ 10.34	\$ 16.65
\$ 16.60	\$ 16.65	\$ 6.87	\$ 11.07	\$ 19.35	\$ 19.40	\$ 8.62	\$ 13.88	\$ 22.10	\$ 22.15	\$ 10.37	\$ 16.70
\$ 16.66	\$ 16.71	\$ 6.91	\$ 11.12	\$ 19.41	\$ 19.46	\$ 8.66	\$ 13.94	\$ 22.15	\$ 22.21	\$ 10.41	\$ 16.76
\$ 16.71	\$ 16.76	\$ 6.94	\$ 11.18	\$ 19.46	\$ 19.51	\$ 8.69	\$ 14.00	\$ 22.21	\$ 22.26	\$ 10.44	\$ 16.82
\$ 16.77	\$ 16.82	\$ 6.98	\$ 11.24	\$ 19.52	\$ 19.57	\$ 8.73	\$ 14.05	\$ 22.26	\$ 22.32	\$ 10.48	\$ 16.87
\$ 16.82	\$ 16.87	\$ 7.01	\$ 11.29	\$ 19.57	\$ 19.62	\$ 8.76	\$ 14.11	\$ 22.32	\$ 22.37	\$ 10.51	\$ 16.93
\$ 16.88	\$ 16.93	\$ 7.05	\$ 11.35	\$ 19.63	\$ 19.68	\$ 8.80	\$ 14.17	\$ 22.37	\$ 22.43	\$ 10.55	\$ 16.99
\$ 16.93	\$ 16.98	\$ 7.08	\$ 11.40	\$ 19.68	\$ 19.73	\$ 8.83	\$ 14.22	\$ 22.43	\$ 22.48	\$ 10.58	\$ 17.04
\$ 16.99	\$ 17.04	\$ 7.12	\$ 11.46	\$ 19.74	\$ 19.79	\$ 8.87	\$ 14.28	\$ 22.48	\$ 22.54	\$ 10.62	\$ 17.10
\$ 17.04	\$ 17.09	\$ 7.15	\$ 11.52	\$ 19.79	\$ 19.84	\$ 8.90	\$ 14.34	\$ 22.54	\$ 22.59	\$ 10.65	\$ 17.15
\$ 17.10	\$ 17.15	\$ 7.19	\$ 11.57	\$ 19.85	\$ 19.90	\$ 8.94	\$ 14.39	\$ 22.59	\$ 22.65	\$ 10.69	\$ 17.21
\$ 17.15	\$ 17.20	\$ 7.22	\$ 11.63	\$ 19.90	\$ 19.95	\$ 8.97	\$ 14.45	\$ 22.65	\$ 22.70	\$ 10.72	\$ 17.27
\$ 17.21	\$ 17.26	\$ 7.26	\$ 11.69	\$ 19.96	\$ 20.01	\$ 9.01	\$ 14.50	\$ 22.70	\$ 22.76	\$ 10.76	\$ 17.32
\$ 17.26	\$ 17.31	\$ 7.29	\$ 11.74	\$ 20.01	\$ 20.06	\$ 9.04	\$ 14.56	\$ 22.76	\$ 22.81	\$ 10.79	\$ 17.38
\$ 17.32	\$ 17.37	\$ 7.33	\$ 11.80	\$ 20.07	\$ 20.12	\$ 9.08	\$ 14.62	\$ 22.81	\$ 22.87	\$ 10.83	\$ 17.44
\$ 17.37	\$ 17.42	\$ 7.36	\$ 11.86	\$ 20.12	\$ 20.17	\$ 9.11	\$ 14.67	\$ 22.87	\$ 22.92	\$ 10.86	\$ 17.49
\$ 17.43	\$ 17.48	\$ 7.40	\$ 11.91	\$ 20.18	\$ 20.23	\$ 9.15	\$ 14.73	\$ 22.92	\$ 22.98	\$ 10.90	\$ 17.55
\$ 17.48	\$ 17.53	\$ 7.43	\$ 11.97	\$ 20.23	\$ 20.28	\$ 9.18	\$ 14.79	\$ 22.98	\$ 23.03	\$ 10.93	\$ 17.61
\$ 17.54	\$ 17.59	\$ 7.47	\$ 12.02	\$ 20.29	\$ 20.34	\$ 9.22	\$ 14.84	\$ 23.03	\$ 23.09	\$ 10.97	\$ 17.66
\$ 17.59	\$ 17.64	\$ 7.50	\$ 12.08	\$ 20.34	\$ 20.39	\$ 9.25	\$ 14.90	\$ 23.09	\$ 23.14	\$ 11.00	\$ 17.72
\$ 17.65	\$ 17.70	\$ 7.54	\$ 12.14	\$ 20.39	\$ 20.45	\$ 9.29	\$ 14.96	\$ 23.14	\$ 23.20	\$ 11.04	\$ 17.77
\$ 17.70	\$ 17.75	\$ 7.57	\$ 12.19	\$ 20.45	\$ 20.50	\$ 9.32	\$ 15.01	\$ 23.20	\$ 23.25	\$ 11.07	\$ 17.83
\$ 17.76	\$ 17.81	\$ 7.61	\$ 12.25	\$ 20.50	\$ 20.56	\$ 9.36	\$ 15.07	\$ 23.25	\$ 23.31	\$ 11.11	\$ 17.89
\$ 17.81	\$ 17.86	\$ 7.64	\$ 12.31	\$ 20.56	\$ 20.61	\$ 9.39	\$ 15.13	\$ 23.31	\$ 23.36	\$ 11.14	\$ 17.94
\$ 17.87	\$ 17.92	\$ 7.68	\$ 12.36	\$ 20.61	\$ 20.67	\$ 9.43	\$ 15.18	\$ 23.36	\$ 23.42	\$ 11.18	\$ 18.00
\$ 17.92	\$ 17.97	\$ 7.71	\$ 12.42	\$ 20.67	\$ 20.72	\$ 9.46	\$ 15.24	\$ 23.42	\$ 23.47	\$ 11.21	\$ 18.06
\$ 17.98	\$ 18.03	\$ 7.75	\$ 12.48	\$ 20.72	\$ 20.78	\$ 9.50	\$ 15.29	\$ 23.47	\$ 23.53	\$ 11.25	\$ 18.11
\$ 18.03	\$ 18.08	\$ 7.78	\$ 12.53	\$ 20.78	\$ 20.83	\$ 9.53	\$ 15.35	\$ 23.53	\$ 23.58	\$ 11.28	\$ 18.17
\$ 18.09	\$ 18.14	\$ 7.82	\$ 12.59	\$ 20.83	\$ 20.89	\$ 9.57	\$ 15.41	\$ 23.58	\$ 23.64	\$ 11.32	\$ 18.23
\$ 18.14	\$ 18.19	\$ 7.85	\$ 12.64	\$ 20.89	\$ 20.94	\$ 9.60	\$ 15.46	\$ 23.64	\$ 23.69	\$ 11.35	\$ 18.28
\$ 18.20	\$ 18.25	\$ 7.89	\$ 12.70	\$ 20.94	\$ 21.00	\$ 9.64	\$ 15.52	\$ 23.69	\$ 23.75	\$ 11.39	\$ 18.34
\$ 18.25	\$ 18.30	\$ 7.92	\$ 12.76	\$ 21.00	\$ 21.05	\$ 9.67	\$ 15.58	\$ 23.75	\$ 23.80	\$ 11.42	\$ 18.39
\$ 18.31	\$ 18.36	\$ 7.96	\$ 12.81	\$ 21.05	\$ 21.11	\$ 9.71	\$ 15.63	\$ 23.80	\$ 23.86	\$ 11.46	\$ 18.45
\$ 18.36	\$ 18.41	\$ 7.99	\$ 12.87	\$ 21.11	\$ 21.16	\$ 9.74	\$ 15.69	\$ 23.86	\$ 23.91	\$ 11.49	\$ 18.51
\$ 18.42	\$ 18.47	\$ 8.03	\$ 12.93	\$ 21.16	\$ 21.22	\$ 9.78	\$ 15.75	\$ 23.91	\$ 23.97	\$ 11.53	\$ 18.56
\$ 18.47	\$ 18.52	\$ 8.06	\$ 12.98	\$ 21.22	\$ 21.27	\$ 9.81	\$ 15.80	\$ 23.97	\$ 24.02	\$ 11.56	\$ 18.62
\$ 18.53	\$ 18.58	\$ 8.10	\$ 13.04	\$ 21.27	\$ 21.33	\$ 9.85	\$ 15.86	\$ 24.02	\$ 24.08	\$ 11.60	\$ 18.68
\$ 18.58	\$ 18.63	\$ 8.13	\$ 13.10	\$ 21.33	\$ 21.38	\$ 9.88	\$ 15.91	\$ 24.08	\$ 24.13	\$ 11.63	\$ 18.73
\$ 18.64	\$ 18.69	\$ 8.17	\$ 13.15	\$ 21.38	\$ 21.44	\$ 9.92	\$ 15.97	\$ 24.13	\$ 24.19	\$ 11.67	\$ 18.79
\$ 18.69	\$ 18.74	\$ 8.20	\$ 13.21	\$ 21.44	\$ 21.49	\$ 9.95	\$ 16.03	\$ 24.19	\$ 24.24	\$ 11.70	\$ 18.85
\$ 18.75	\$ 18.80	\$ 8.24	\$ 13.26	\$ 21.49	\$ 21.55	\$ 9.99	\$ 16.08	\$ 24.24	\$ 24.30	\$ 11.74	\$ 18.90

Fuel will continue below and above the given table.



Werner will calculate the Tuesday average for each state; Ciudad de Mexico, Guanajuato, Jalisco, Nuevo Leon, Queretaro and Puebla to represent a single average of those six states, and will make it effective Tuesday of each week.

The daily diesel prices are available on the CRE (Comision Reguladora De Energia = Energy Regulatory Commission) web page:
<http://www.cre.gob.mx/ConsultaPrecios/GasolinasyDiesel/GasolinasyDiesel.html>

EXAMPLE OF CALCULATION IS AS FOLLOWS:	
Ciudad de Mexico	
Tuesday Average (3/6/2018)	18.63
Guanajuato	
Tuesday Average (3/6/2018)	18.85
Jalisco	
Tuesday Average (3/6/2018)	18.99
Nuevo Leon	
Tuesday Average (3/6/2018)	18.70
Queretaro	
Tuesday Average (3/6/2018)	18.70
Puebla	
Tuesday Average (3/6/2018)	18.45
Weekly Average for Publication, effective Tuesday 3/6/2018:	18.72

The Mexican Pesos to U.S. Dollars exchange rate will be pegged to the Banco De Mexico Interbancario 48 horas rate as of close of business each Friday and can be found at : <http://www.banxico.org.mx/portal-mercado-cambiario/index.html>
 - Select on calendar previous Friday.

Mexico miles will be calculated via miles conversion from kilometer distances as published by the Secretaria de Comunicaciones y Transportes (SCT) and can be found at : www.sectur.gob.mx

Example of fuel calculation: Lane from Nuevo Laredo, TM to Apodaca, NL (217 km / 135 miles)

Mexico Diesel Price: \$18.72 as of 03/06/2018

Current Exchange Rate: \$18.72 as of 03/06/2018 (round to the nearest 4th decimal place)

Mex Diesel price of \$18.72 on the above table is \$5.81 pesos/km \$9.35 pesos/mile. Multiply 9.35 by the miles of 135
 $9.35 * 135 = \$1262.25$ pesos

Mexico peso to dollar calculation is 1 divided by the exchange rate rounding to the 4th decimal place.
 $1/18.724 = .0534$

Convert CPAC (Cargo Por Ajuste de Combustible) to USD= \$1262.25 * .0534

Mexico fuel surcharge= \$67.40 (round to the nearest whole cent) would be the fuel surcharge that would appear on the invoice

Effective: June 18, 2018

Werner Enterprises

XXXXXXXXXX

By

By _____

ITEM 860

INTERNATIONAL FREIGHT CLAIMS

International shipments shall be governed by the statutes and regulations applicable to the mode and geography of travel. Shipments by ocean entering and exiting the United States shall be governed by the Carriage of Goods by Seas Act. COGSA shipments shall be limited to \$500 per package. Further the time in which to file a lawsuit over cargo loss, damage or delay shall be one year from when the loss, damage, or delay occurred or when it should have been known to have occurred.

Shipments governed by other treaties shall have limitations of liability according to the treaty.

ITEM 870

CANADA CARBON SURCHARGE

Rates are stated in U.S. currency

The Canadian government began to implement a federal carbon tax program on April 1, 2019 to help achieve its Paris Agreement climate goal of reducing carbon pollution by 30% below 2005 levels by 2030. The *Greenhouse Gas Pollution Pricing Act (GGPPA)* imposes a federal carbon pollution pricing system on all transportation fossil fuels and will be administered by the Canada Revenue Agency (CRA). The new federal tax scheme applies to the provinces of Saskatchewan, Manitoba, Ontario, and New Brunswick beginning April 1, 2019.

As a result, a Carbon Surcharge Accessorial will be assessed on a per load basis specific to the carbon tax rates charged by each province.

Charges will be as follows and will be assessed when a load originates, destines or stops in the following provinces. If a load has more than one stop in the same province, only one charge will be applied.

Origin/Destination	Carbon Surcharge
Ontario	\$7.00
Saskatchewan	\$8.00
Manitoba	\$3.00
New Brunswick	\$4.00

SECTION 9 – FLATBED

ITEM 910

TARPING (REQUESTED)

Loads will not be tarped unless specifically requested by Shipper. Tarping charges shall apply pursuant to Section 3.

ITEM 920

TARPING (PLACEMENT OF)

Shipper shall provide Werner with a safe place to secure and tarp the load.

ITEM 930

LOADING

Shipper is responsible for loading flatbed freight. Werner will not be liable for damage caused by the improper loading of flatbed freight. Werner's acceptance of such freight for transportation does not imply that such freight is adequately loaded by Shipper.

ITEM 940

ACCESSORIALS

Accessorial	Accessorial Terms
Minimum Charge	\$650 per shipment, except if noted otherwise on another specific rate page related to this publication or as follows (for purposes of this accessorial charge, the states of CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI and VT shall be defined as "Northeast States"): * Outbound from FL will be \$350 per shipment. * Outbound from Northeast States will be \$450 per shipment. * Intra Northeast states will be \$700 per shipment
Stops In Transit	\$125 for the first stop; \$175 for the second; \$250 for the third; \$400 for each stop thereafter (When rates are stated in dollars per vehicle used or in cents per 100 pounds, circuitous miles are \$1.65 per mile)
Tarp Charge	\$100 per trailer, when requested
Impractical Operations	\$1.65 per mile exceeding shortest route
Detention - Without Power	See Appendix E
Detention - With Power	See Appendix F
Reconsignment or Diversion	\$150, subject to stop-in-transit rules
Non Permitted Use of Equipment	Utilization of equipment, which does not strictly comply with the intended use between Werner and its customer, will result in a \$400 USD per trailer or container, per day, for each occurrence.

New York Surcharge (Zips: 100-104, 106-107, 110-119)	Additional \$500 for any destination or stop(s) (for partial loading or unloading) in these zip codes.
Florida Keys Surcharge (Zips: 33001, 33036-33037, 33040-33043, 33045, 33050-33052, 33070)	Additional \$400 for any destination or stop(s) (for partial loading or unloading) in these zip codes.
C.O.D. Shipments	\$100 per C.O.D. collection
Two-Man Driver Teams	Additional \$0.20 per loaded mile, when requested
Additional Copies of Proof of Delivery	A digitized image of the bill of lading shall accompany each freight bill at no charge. Additional copies of such bills of lading shall be available for \$15 USD
Multiple Invoices	\$75 for each additional consignee billed
Payment/Collection of Charges	All charges must be paid within seven (7) days from the date of delivery at final destination. 2% per month on charges not paid within 30 days of billing. 10% on all balances offset against charges/billing in error.
Ferry Charges	All applicable round trip ferry charges
Returned, Undelivered Shipments	\$1.65 per mile for all miles from origin and returning back to the origin point, subject to a \$600 minimum
Vehicle Furnished But Not Used - Solo Drivers	\$1.65 per mile from last destination to designated pickup, and return to last destination, subject to \$300 minimum
Vehicle Furnished But Not Used - Team Drivers	\$1.65 per mile from last destination to designated pickup, and return to last destination, subject to \$500 minimum with 8 hours prior notification
Dunnage Disposal	\$150 charge assessed if carrier is responsible for disposal of materials used in securing the shipment for transport
Over Dimensional Loads	150% of the normal rate on shipments exceeding 53' long 102' wide, or 13' 6" measured from the ground up, plus all permit and/or escort expenses
Food Safety Modernization Act	Customer must provide its FSMA controls to Carrier's sales account executive in writing at least twenty four (24) hours prior to pickup

ITEM 950

DETENTION WITH POWER (Tractor Detention)

Shipper/Consignee will receive free time as indicated below for tractors to reside at the facility waiting to be loaded or unloaded. Each additional time beyond the free time allowance will be billable to the Shipper at the rate indicated below. Computation of free time will commence at either the truck's arrival date/time, or the appointment date/time, whichever is later. In the event there are multiple pickups or deliveries during the trip, the free time for each stop associated with either the pick up or delivery of the load will be allowed free time as indicated below.

The rates applicable to tractor detention are as follows:

Tractor Detention Rate Schedule

<u>Segment</u>	<u>Elapsed Time</u>	<u>Detention Charge Per Hour</u>
Initial Loading	2 Hours	\$0.00
	After 2 Hours	\$120.00
Stop	2 Hours	\$0.00
	After 2 Hours	\$120.00
Final Delivery	2 Hours	\$0.00
	After 2 Hours	\$120.00

ITEM 960

DETENTION WITHOUT POWER (Trailer Detention)

Shipper/Consignee will receive a forty-eight hour period for trailers to reside at the facility waiting to be loaded or unloaded. Each additional full day beyond this time allowance will be billable to the Shipper/Consignee. Saturdays, Sundays and holidays will be excluded when computing per diem charges, provided they fall within the free-time. Computation of free-time will begin at 12:01 AM the day after constructive placement of the trailer. Shipper/Consignee will be responsible for notifying Werner when trailer is available for pickup and will be charged until notification is received by Werner. Notification may be made via fax or email to the phone number or email address provided by Werner. Separate invoice billing will be provided on a monthly basis.

The rates applicable to trailer detention are as follows:

Flat Bed Trailer Detention Rate Schedule

Full Days After Trailer Placement	Detention Charge Per Day
1 ST – 2 nd Day	\$0.00
3 rd – 5 th Day	\$25.00
6 th – 10 th Day	\$50.00
11 th day forward	\$100.00

Effective: May 27, 2022

APPENDIX D - MEXICO FUEL SURCHARGE

P# XXXXXX



Rates between XXXXXXXXXX & Werner Enterprises

Rates are stated in U.S. Currency.

When applicable, Shipper and Carrier agree that a fuel surcharge will apply to all linehaul rates charged to the shipper with an origin or destination in Mexico. The fuel surcharge will be based on the CRE (Comision Reguladora De Energia = Energy Regulatory Commission) for six states found at www.gob.mx and the Mexican

Pesos to U.S. Dollars exchange rate effective each Tuesday using the tables and formulas shown below. If applicable, the surcharge will be effective for loads dispatched Tuesday through Monday and will be based upon the weekly average diesel fuel price calculated Tuesday through Monday.

Fuel Surcharge Table

Pesos/Liter		Pesos/KM	Pesos/Mile	Pesos/Liter		Pesos/KM	Pesos/Mile	Pesos/Liter		Pesos/KM	Pesos/Mile
Low	High	Mexico Fuel	Mexico Fuel	Low	High	Mexico Fuel	Mexico Fuel	Low	High	Mexico Fuel	Mexico Fuel
\$ 13.850	\$ 13.904	\$ 3.61	\$ 5.81	\$ 16.930	\$ 16.984	\$ 5.01	\$ 8.06	\$ 20.010	\$ 20.064	\$ 6.41	\$ 10.32
\$ 13.905	\$ 13.959	\$ 3.64	\$ 5.86	\$ 16.985	\$ 17.039	\$ 5.04	\$ 8.11	\$ 20.065	\$ 20.119	\$ 6.44	\$ 10.37
\$ 13.960	\$ 14.014	\$ 3.66	\$ 5.89	\$ 17.040	\$ 17.094	\$ 5.06	\$ 8.14	\$ 20.120	\$ 20.174	\$ 6.46	\$ 10.40
\$ 14.015	\$ 14.069	\$ 3.69	\$ 5.94	\$ 17.095	\$ 17.149	\$ 5.09	\$ 8.19	\$ 20.175	\$ 20.229	\$ 6.49	\$ 10.45
\$ 14.070	\$ 14.124	\$ 3.71	\$ 5.97	\$ 17.150	\$ 17.204	\$ 5.11	\$ 8.22	\$ 20.230	\$ 20.284	\$ 6.51	\$ 10.48
\$ 14.125	\$ 14.179	\$ 3.74	\$ 6.02	\$ 17.205	\$ 17.259	\$ 5.14	\$ 8.27	\$ 20.285	\$ 20.339	\$ 6.54	\$ 10.53
\$ 14.180	\$ 14.234	\$ 3.76	\$ 6.05	\$ 17.260	\$ 17.314	\$ 5.16	\$ 8.31	\$ 20.340	\$ 20.394	\$ 6.56	\$ 10.56
\$ 14.235	\$ 14.289	\$ 3.79	\$ 6.10	\$ 17.315	\$ 17.369	\$ 5.19	\$ 8.35	\$ 20.395	\$ 20.449	\$ 6.59	\$ 10.61
\$ 14.290	\$ 14.344	\$ 3.81	\$ 6.13	\$ 17.370	\$ 17.424	\$ 5.21	\$ 8.39	\$ 20.450	\$ 20.504	\$ 6.61	\$ 10.64
\$ 14.345	\$ 14.399	\$ 3.84	\$ 6.18	\$ 17.425	\$ 17.479	\$ 5.24	\$ 8.43	\$ 20.505	\$ 20.559	\$ 6.64	\$ 10.69
\$ 14.400	\$ 14.454	\$ 3.86	\$ 6.21	\$ 17.480	\$ 17.534	\$ 5.26	\$ 8.47	\$ 20.560	\$ 20.614	\$ 6.66	\$ 10.72
\$ 14.455	\$ 14.509	\$ 3.89	\$ 6.26	\$ 17.535	\$ 17.589	\$ 5.29	\$ 8.51	\$ 20.615	\$ 20.669	\$ 6.69	\$ 10.77
\$ 14.510	\$ 14.564	\$ 3.91	\$ 6.29	\$ 17.590	\$ 17.644	\$ 5.31	\$ 8.55	\$ 20.670	\$ 20.724	\$ 6.71	\$ 10.80
\$ 14.565	\$ 14.619	\$ 3.94	\$ 6.34	\$ 17.645	\$ 17.699	\$ 5.34	\$ 8.59	\$ 20.725	\$ 20.779	\$ 6.74	\$ 10.85
\$ 14.620	\$ 14.674	\$ 3.96	\$ 6.37	\$ 17.700	\$ 17.754	\$ 5.36	\$ 8.63	\$ 20.780	\$ 20.834	\$ 6.76	\$ 10.88
\$ 14.675	\$ 14.729	\$ 3.99	\$ 6.42	\$ 17.755	\$ 17.809	\$ 5.39	\$ 8.68	\$ 20.835	\$ 20.889	\$ 6.79	\$ 10.93
\$ 14.730	\$ 14.784	\$ 4.01	\$ 6.45	\$ 17.810	\$ 17.864	\$ 5.41	\$ 8.71	\$ 20.890	\$ 20.944	\$ 6.81	\$ 10.96
\$ 14.785	\$ 14.839	\$ 4.04	\$ 6.50	\$ 17.865	\$ 17.919	\$ 5.44	\$ 8.76	\$ 20.945	\$ 20.999	\$ 6.84	\$ 11.01
\$ 14.840	\$ 14.894	\$ 4.06	\$ 6.53	\$ 17.920	\$ 17.974	\$ 5.46	\$ 8.79	\$ 21.000	\$ 21.054	\$ 6.86	\$ 11.04
\$ 14.895	\$ 14.949	\$ 4.09	\$ 6.58	\$ 17.975	\$ 18.029	\$ 5.49	\$ 8.84	\$ 21.055	\$ 21.109	\$ 6.89	\$ 11.09
\$ 14.950	\$ 15.004	\$ 4.11	\$ 6.62	\$ 18.030	\$ 18.084	\$ 5.51	\$ 8.87	\$ 21.110	\$ 21.164	\$ 6.91	\$ 11.12
\$ 15.005	\$ 15.059	\$ 4.14	\$ 6.66	\$ 18.085	\$ 18.139	\$ 5.54	\$ 8.92	\$ 21.165	\$ 21.219	\$ 6.94	\$ 11.17
\$ 15.060	\$ 15.114	\$ 4.16	\$ 6.70	\$ 18.140	\$ 18.194	\$ 5.56	\$ 8.95	\$ 21.220	\$ 21.274	\$ 6.96	\$ 11.20
\$ 15.115	\$ 15.169	\$ 4.19	\$ 6.74	\$ 18.195	\$ 18.249	\$ 5.59	\$ 9.00	\$ 21.275	\$ 21.329	\$ 6.99	\$ 11.25
\$ 15.170	\$ 15.224	\$ 4.21	\$ 6.78	\$ 18.250	\$ 18.304	\$ 5.61	\$ 9.03	\$ 21.330	\$ 21.384	\$ 7.01	\$ 11.28
\$ 15.225	\$ 15.279	\$ 4.24	\$ 6.82	\$ 18.305	\$ 18.359	\$ 5.64	\$ 9.08	\$ 21.385	\$ 21.439	\$ 7.04	\$ 11.33
\$ 15.280	\$ 15.334	\$ 4.26	\$ 6.86	\$ 18.360	\$ 18.414	\$ 5.66	\$ 9.11	\$ 21.440	\$ 21.494	\$ 7.06	\$ 11.36
\$ 15.335	\$ 15.389	\$ 4.29	\$ 6.90	\$ 18.415	\$ 18.469	\$ 5.69	\$ 9.16	\$ 21.495	\$ 21.549	\$ 7.09	\$ 11.41
\$ 15.390	\$ 15.444	\$ 4.31	\$ 6.94	\$ 18.470	\$ 18.524	\$ 5.71	\$ 9.19	\$ 21.550	\$ 21.604	\$ 7.11	\$ 11.44
\$ 15.445	\$ 15.499	\$ 4.34	\$ 6.99	\$ 18.525	\$ 18.579	\$ 5.74	\$ 9.24	\$ 21.605	\$ 21.659	\$ 7.14	\$ 11.49
\$ 15.500	\$ 15.554	\$ 4.36	\$ 7.02	\$ 18.580	\$ 18.634	\$ 5.76	\$ 9.27	\$ 21.660	\$ 21.714	\$ 7.16	\$ 11.52
\$ 15.555	\$ 15.609	\$ 4.39	\$ 7.07	\$ 18.635	\$ 18.689	\$ 5.79	\$ 9.32	\$ 21.715	\$ 21.769	\$ 7.19	\$ 11.57
\$ 15.610	\$ 15.664	\$ 4.41	\$ 7.10	\$ 18.690	\$ 18.744	\$ 5.81	\$ 9.35	\$ 21.770	\$ 21.824	\$ 7.21	\$ 11.60
\$ 15.665	\$ 15.719	\$ 4.44	\$ 7.15	\$ 18.745	\$ 18.799	\$ 5.84	\$ 9.40	\$ 21.825	\$ 21.879	\$ 7.24	\$ 11.65
\$ 15.720	\$ 15.774	\$ 4.46	\$ 7.18	\$ 18.800	\$ 18.854	\$ 5.86	\$ 9.43	\$ 21.880	\$ 21.934	\$ 7.26	\$ 11.69
\$ 15.775	\$ 15.829	\$ 4.49	\$ 7.23	\$ 18.855	\$ 18.909	\$ 5.89	\$ 9.48	\$ 21.935	\$ 21.989	\$ 7.29	\$ 11.73
\$ 15.830	\$ 15.884	\$ 4.51	\$ 7.26	\$ 18.910	\$ 18.964	\$ 5.91	\$ 9.51	\$ 21.990	\$ 22.044	\$ 7.31	\$ 11.77
\$ 15.885	\$ 15.939	\$ 4.54	\$ 7.31	\$ 18.965	\$ 19.019	\$ 5.94	\$ 9.56	\$ 22.045	\$ 22.099	\$ 7.34	\$ 11.81
\$ 15.940	\$ 15.994	\$ 4.56	\$ 7.34	\$ 19.020	\$ 19.074	\$ 5.96	\$ 9.59	\$ 22.100	\$ 22.154	\$ 7.36	\$ 11.85
\$ 15.995	\$ 16.049	\$ 4.59	\$ 7.39	\$ 19.075	\$ 19.129	\$ 5.99	\$ 9.64	\$ 22.155	\$ 22.209	\$ 7.39	\$ 11.89
\$ 16.050	\$ 16.104	\$ 4.61	\$ 7.42	\$ 19.130	\$ 19.184	\$ 6.01	\$ 9.67	\$ 22.210	\$ 22.264	\$ 7.41	\$ 11.93
\$ 16.105	\$ 16.159	\$ 4.64	\$ 7.47	\$ 19.185	\$ 19.239	\$ 6.04	\$ 9.72	\$ 22.265	\$ 22.319	\$ 7.44	\$ 11.97
\$ 16.160	\$ 16.214	\$ 4.66	\$ 7.50	\$ 19.240	\$ 19.294	\$ 6.06	\$ 9.75	\$ 22.320	\$ 22.374	\$ 7.46	\$ 12.01
\$ 16.215	\$ 16.269	\$ 4.69	\$ 7.55	\$ 19.295	\$ 19.349	\$ 6.09	\$ 9.80	\$ 22.375	\$ 22.429	\$ 7.49	\$ 12.06
\$ 16.270	\$ 16.324	\$ 4.71	\$ 7.58	\$ 19.350	\$ 19.404	\$ 6.11	\$ 9.83	\$ 22.430	\$ 22.484	\$ 7.51	\$ 12.09
\$ 16.325	\$ 16.379	\$ 4.74	\$ 7.63	\$ 19.405	\$ 19.459	\$ 6.14	\$ 9.88	\$ 22.485	\$ 22.539	\$ 7.54	\$ 12.14
\$ 16.380	\$ 16.434	\$ 4.76	\$ 7.66	\$ 19.460	\$ 19.514	\$ 6.16	\$ 9.91	\$ 22.540	\$ 22.594	\$ 7.56	\$ 12.17
\$ 16.435	\$ 16.489	\$ 4.79	\$ 7.71	\$ 19.515	\$ 19.569	\$ 6.19	\$ 9.96	\$ 22.595	\$ 22.649	\$ 7.59	\$ 12.22
\$ 16.490	\$ 16.544	\$ 4.81	\$ 7.74	\$ 19.570	\$ 19.624	\$ 6.21	\$ 10.00	\$ 22.650	\$ 22.704	\$ 7.61	\$ 12.25
\$ 16.545	\$ 16.599	\$ 4.84	\$ 7.79	\$ 19.625	\$ 19.679	\$ 6.24	\$ 10.04	\$ 22.705	\$ 22.759	\$ 7.64	\$ 12.30
\$ 16.600	\$ 16.654	\$ 4.86	\$ 7.82	\$ 19.680	\$ 19.734	\$ 6.26	\$ 10.08	\$ 22.760	\$ 22.814	\$ 7.66	\$ 12.33
\$ 16.655	\$ 16.709	\$ 4.89	\$ 7.87	\$ 19.735	\$ 19.789	\$ 6.29	\$ 10.12	\$ 22.815	\$ 22.869	\$ 7.69	\$ 12.38
\$ 16.710	\$ 16.764	\$ 4.91	\$ 7.90	\$ 19.790	\$ 19.844	\$ 6.31	\$ 10.16	\$ 22.870	\$ 22.924	\$ 7.71	\$ 12.41
\$ 16.765	\$ 16.819	\$ 4.94	\$ 7.95	\$ 19.845	\$ 19.899	\$ 6.34	\$ 10.20	\$ 22.925	\$ 22.979	\$ 7.74	\$ 12.46
\$ 16.820	\$ 16.874	\$ 4.96	\$ 7.98	\$ 19.900	\$ 19.954	\$ 6.36	\$ 10.24	\$ 22.980	\$ 23.034	\$ 7.76	\$ 12.49
\$ 16.875	\$ 16.929	\$ 4.99	\$ 8.03	\$ 19.955	\$ 20.009	\$ 6.39	\$ 10.28	\$ 23.035	\$ 23.089	\$ 7.79	\$ 12.54

Effective: May 27, 2022

APPENDIX D - MEXICO FUEL SURCHARGE

P# XXXXXX



Pesos/Liter		Pesos/KM	Pesos/Mile
Low	High	Mexico Fuel	Mexico Fuel
\$ 23.090	\$ 23.144	\$ 7.81	\$ 12.57
\$ 23.145	\$ 23.199	\$ 7.84	\$ 12.62
\$ 23.200	\$ 23.254	\$ 7.86	\$ 12.65
\$ 23.255	\$ 23.309	\$ 7.89	\$ 12.70
\$ 23.310	\$ 23.364	\$ 7.91	\$ 12.73
\$ 23.365	\$ 23.419	\$ 7.94	\$ 12.78
\$ 23.420	\$ 23.474	\$ 7.96	\$ 12.81
\$ 23.475	\$ 23.529	\$ 7.99	\$ 12.86
\$ 23.530	\$ 23.584	\$ 8.01	\$ 12.89
\$ 23.585	\$ 23.639	\$ 8.04	\$ 12.94
\$ 23.640	\$ 23.694	\$ 8.06	\$ 12.97
\$ 23.695	\$ 23.749	\$ 8.09	\$ 13.02
\$ 23.750	\$ 23.804	\$ 8.11	\$ 13.05
\$ 23.805	\$ 23.859	\$ 8.14	\$ 13.10
\$ 23.860	\$ 23.914	\$ 8.16	\$ 13.13
\$ 23.915	\$ 23.969	\$ 8.19	\$ 13.18
\$ 23.970	\$ 24.024	\$ 8.21	\$ 13.21
\$ 24.025	\$ 24.079	\$ 8.24	\$ 13.26

Pesos/Liter		Pesos/KM	Pesos/Mile
Low	High	Mexico Fuel	Mexico Fuel
\$ 24.080	\$ 24.134	\$ 8.26	\$ 13.29
\$ 24.135	\$ 24.189	\$ 8.29	\$ 13.34
\$ 24.190	\$ 24.244	\$ 8.31	\$ 13.37
\$ 24.245	\$ 24.299	\$ 8.34	\$ 13.42
\$ 24.300	\$ 24.354	\$ 8.36	\$ 13.45
\$ 24.355	\$ 24.409	\$ 8.39	\$ 13.50
\$ 24.410	\$ 24.464	\$ 8.41	\$ 13.53
\$ 24.465	\$ 24.519	\$ 8.44	\$ 13.58
\$ 24.520	\$ 24.574	\$ 8.46	\$ 13.62
\$ 24.575	\$ 24.629	\$ 8.49	\$ 13.66
\$ 24.630	\$ 24.684	\$ 8.51	\$ 13.70
\$ 24.685	\$ 24.739	\$ 8.54	\$ 13.74
\$ 24.740	\$ 24.794	\$ 8.56	\$ 13.78
\$ 24.795	\$ 24.849	\$ 8.59	\$ 13.82
\$ 24.850	\$ 24.904	\$ 8.61	\$ 13.86
\$ 24.905	\$ 24.959	\$ 8.64	\$ 13.90
\$ 24.960	\$ 25.014	\$ 8.66	\$ 13.94
\$ 25.015	\$ 25.069	\$ 8.69	\$ 13.99

Pesos/Liter		Pesos/KM	Pesos/Mile
Low	High	Mexico Fuel	Mexico Fuel
\$ 25.070	\$ 25.124	\$ 8.71	\$ 14.02
\$ 25.125	\$ 25.179	\$ 8.74	\$ 14.07
\$ 25.180	\$ 25.234	\$ 8.76	\$ 14.10
\$ 25.235	\$ 25.289	\$ 8.79	\$ 14.15
\$ 25.290	\$ 25.344	\$ 8.81	\$ 14.18
\$ 25.345	\$ 25.399	\$ 8.84	\$ 14.23
\$ 25.400	\$ 25.454	\$ 8.86	\$ 14.26
\$ 25.455	\$ 25.509	\$ 8.89	\$ 14.31
\$ 25.510	\$ 25.564	\$ 8.91	\$ 14.34
\$ 25.565	\$ 25.619	\$ 8.94	\$ 14.39
\$ 25.620	\$ 25.674	\$ 8.96	\$ 14.42
\$ 25.675	\$ 25.729	\$ 8.99	\$ 14.47
\$ 25.730	\$ 25.784	\$ 9.01	\$ 14.50
\$ 25.785	\$ 25.839	\$ 9.04	\$ 14.55
\$ 25.840	\$ 25.894	\$ 9.06	\$ 14.58
\$ 25.895	\$ 25.949	\$ 9.09	\$ 14.63
\$ 25.950	\$ 26.004	\$ 9.11	\$ 14.66

Fuel will continue below and above the given table.

Werner will calculate the Tuesday average for each state; Ciudad de Mexico, Guanajuato, Jalisco, Nuevo Leon, Queretaro and Puebla to represent a single average of those six states, and will make it effective Tuesday of each week.

The daily diesel prices are available on the CRE (Comision Reguladora De Energia = Energy Regulatory Commission) web page:
<http://www.cre.gob.mx/ConsultaPrecios/GasolinasyDiesel/GasolinasyDiesel.html>

EXAMPLE OF CALCULATION IS AS FOLLOWS:	
Ciudad de Mexico, Tuesday (3/6/2018) Average	18.63
Guanajuato, Tuesday (3/6/2018) Average	18.85
Jalisco, Tuesday (3/6/2018) Average	18.99
Nuevo Leon, Tuesday (3/6/2018) Average	18.70
Queretaro, Tuesday (3/6/2018) Average	18.70
Puebla, Tuesday (3/6/2018) Average	18.45
Weekly Average for Publication, effective Tuesday 3/6/2018:	
	18.72

The Mexican Pesos to U.S. Dollars exchange rate will be pegged to the Banco De Mexico Interbancario 48 horas rate as of close of business each Friday and can be found at : <http://www.banxico.org.mx>

- Select on calendar previous Friday.

Mexico miles will be calculated via miles conversion from kilometer distances as published by the Secretaria de Comunicaciones y Transportes (SCT) and can be found at : www.sectur.gob.mx

Example of fuel calculation: Lane from Nuevo Laredo, TM to Apodaca, NL (217 km / 135 miles)

Mexico Diesel Price: \$18.72 as of 03/06/2018

Current Exchange Rate: \$18.72 as of 03/06/2018 (round to the nearest 4th decimal place)

Mex Diesel price of \$18.72 on the above table is \$5.81 pesos/km \$9.35 pesos/mile. Multiply 9.35 by the miles of 135
 $9.35 * 135 = \$1262.25$ pesos

Mexico peso to dollar calculation is 1 divided by the exchange rate rounding to the 4th decimal place.

$1/18.724 = .0534$

Convert CPAC (Cargo Por Ajuste de Combustible) to USD= \$1262.25 * .0534

Mexico fuel surcharge= \$67.40 (round to the nearest whole cent) would be the fuel surcharge that would appear on the invoice



Rates between XXXXXXXXXX & Werner Enterprises

Rates are stated in U.S. Currency.

When applicable, Shipper and Carrier agree that a fuel surcharge will apply to all linehaul rates charged to the shipper with an origin or destination in Mexico. The fuel surcharge will be based on the CRE (Comision Reguladora De Energia = Energy Regulatory Commission) for six states found at www.gob.mx and the Mexican Pesos to U.S. Dollars exchange rate effective each Tuesday using the tables and formulas shown below. If applicable, the surcharge will be effective for loads dispatched Tuesday through Monday and will be based upon the weekly average diesel fuel price calculated Tuesday through Monday.

Fuel Surcharge Table

Pesos/Liter		Pesos/KM	Pesos/Mile
Low	High	Mexico Fuel	Mexico Fuel
\$ 16.050	\$ 16.104	\$ 6.52	\$ 10.50
\$ 16.105	\$ 16.159	\$ 6.56	\$ 10.56
\$ 16.160	\$ 16.214	\$ 6.59	\$ 10.61
\$ 16.215	\$ 16.269	\$ 6.63	\$ 10.67
\$ 16.270	\$ 16.324	\$ 6.66	\$ 10.73
\$ 16.325	\$ 16.379	\$ 6.70	\$ 10.78
\$ 16.380	\$ 16.434	\$ 6.73	\$ 10.84
\$ 16.435	\$ 16.489	\$ 6.77	\$ 10.90
\$ 16.490	\$ 16.544	\$ 6.80	\$ 10.95
\$ 16.545	\$ 16.599	\$ 6.84	\$ 11.01
\$ 16.600	\$ 16.654	\$ 6.87	\$ 11.07
\$ 16.655	\$ 16.709	\$ 6.91	\$ 11.12
\$ 16.710	\$ 16.764	\$ 6.94	\$ 11.18
\$ 16.765	\$ 16.819	\$ 6.98	\$ 11.24
\$ 16.820	\$ 16.874	\$ 7.01	\$ 11.29
\$ 16.875	\$ 16.929	\$ 7.05	\$ 11.35
\$ 16.930	\$ 16.984	\$ 7.08	\$ 11.40
\$ 16.985	\$ 17.039	\$ 7.12	\$ 11.46
\$ 17.040	\$ 17.094	\$ 7.15	\$ 11.52
\$ 17.095	\$ 17.149	\$ 7.19	\$ 11.57
\$ 17.150	\$ 17.204	\$ 7.22	\$ 11.63
\$ 17.205	\$ 17.259	\$ 7.26	\$ 11.69
\$ 17.260	\$ 17.314	\$ 7.29	\$ 11.74
\$ 17.315	\$ 17.369	\$ 7.33	\$ 11.80
\$ 17.370	\$ 17.424	\$ 7.36	\$ 11.86
\$ 17.425	\$ 17.479	\$ 7.40	\$ 11.91
\$ 17.480	\$ 17.534	\$ 7.43	\$ 11.97
\$ 17.535	\$ 17.589	\$ 7.47	\$ 12.02
\$ 17.590	\$ 17.644	\$ 7.50	\$ 12.08
\$ 17.645	\$ 17.699	\$ 7.54	\$ 12.14
\$ 17.700	\$ 17.754	\$ 7.57	\$ 12.19
\$ 17.755	\$ 17.809	\$ 7.61	\$ 12.25
\$ 17.810	\$ 17.864	\$ 7.64	\$ 12.31
\$ 17.865	\$ 17.919	\$ 7.68	\$ 12.36
\$ 17.920	\$ 17.974	\$ 7.71	\$ 12.42
\$ 17.975	\$ 18.029	\$ 7.75	\$ 12.48
\$ 18.030	\$ 18.084	\$ 7.78	\$ 12.53
\$ 18.085	\$ 18.139	\$ 7.82	\$ 12.59
\$ 18.140	\$ 18.194	\$ 7.85	\$ 12.65
\$ 18.195	\$ 18.249	\$ 7.89	\$ 12.70
\$ 18.250	\$ 18.304	\$ 7.92	\$ 12.76
\$ 18.305	\$ 18.359	\$ 7.96	\$ 12.81
\$ 18.360	\$ 18.414	\$ 7.99	\$ 12.87
\$ 18.415	\$ 18.469	\$ 8.03	\$ 12.93
\$ 18.470	\$ 18.524	\$ 8.06	\$ 12.98
\$ 18.525	\$ 18.579	\$ 8.10	\$ 13.04
\$ 18.580	\$ 18.634	\$ 8.13	\$ 13.10
\$ 18.635	\$ 18.689	\$ 8.17	\$ 13.15
\$ 18.690	\$ 18.744	\$ 8.20	\$ 13.21
\$ 18.745	\$ 18.799	\$ 8.24	\$ 13.27
\$ 18.800	\$ 18.854	\$ 8.27	\$ 13.32
\$ 18.855	\$ 18.909	\$ 8.31	\$ 13.38
\$ 18.910	\$ 18.964	\$ 8.34	\$ 13.43
\$ 18.965	\$ 19.019	\$ 8.38	\$ 13.49
\$ 19.020	\$ 19.074	\$ 8.41	\$ 13.55
\$ 19.075	\$ 19.129	\$ 8.45	\$ 13.60
\$ 19.130	\$ 19.184	\$ 8.48	\$ 13.66
\$ 19.185	\$ 19.239	\$ 8.52	\$ 13.72
\$ 19.240	\$ 19.294	\$ 8.55	\$ 13.77

Pesos/Liter		Pesos/KM	Pesos/Mile
Low	High	Mexico Fuel	Mexico Fuel
\$ 19.295	\$ 19.349	\$ 8.59	\$ 13.83
\$ 19.350	\$ 19.404	\$ 8.62	\$ 13.89
\$ 19.405	\$ 19.459	\$ 8.66	\$ 13.94
\$ 19.460	\$ 19.514	\$ 8.69	\$ 14.00
\$ 19.515	\$ 19.569	\$ 8.73	\$ 14.05
\$ 19.570	\$ 19.624	\$ 8.76	\$ 14.11
\$ 19.625	\$ 19.679	\$ 8.80	\$ 14.17
\$ 19.680	\$ 19.734	\$ 8.83	\$ 14.22
\$ 19.735	\$ 19.789	\$ 8.87	\$ 14.28
\$ 19.790	\$ 19.844	\$ 8.90	\$ 14.34
\$ 19.845	\$ 19.899	\$ 8.94	\$ 14.39
\$ 19.900	\$ 19.954	\$ 8.97	\$ 14.45
\$ 19.955	\$ 20.009	\$ 9.01	\$ 14.51
\$ 20.010	\$ 20.064	\$ 9.04	\$ 14.56
\$ 20.065	\$ 20.119	\$ 9.08	\$ 14.62
\$ 20.120	\$ 20.174	\$ 9.11	\$ 14.68
\$ 20.175	\$ 20.229	\$ 9.15	\$ 14.73
\$ 20.230	\$ 20.284	\$ 9.18	\$ 14.79
\$ 20.285	\$ 20.339	\$ 9.22	\$ 14.84
\$ 20.340	\$ 20.394	\$ 9.25	\$ 14.90
\$ 20.395	\$ 20.449	\$ 9.29	\$ 14.96
\$ 20.450	\$ 20.504	\$ 9.32	\$ 15.01
\$ 20.505	\$ 20.559	\$ 9.36	\$ 15.07
\$ 20.560	\$ 20.614	\$ 9.39	\$ 15.13
\$ 20.615	\$ 20.669	\$ 9.43	\$ 15.18
\$ 20.670	\$ 20.724	\$ 9.46	\$ 15.24
\$ 20.725	\$ 20.779	\$ 9.50	\$ 15.30
\$ 20.780	\$ 20.834	\$ 9.53	\$ 15.35
\$ 20.835	\$ 20.889	\$ 9.57	\$ 15.41
\$ 20.890	\$ 20.944	\$ 9.60	\$ 15.46
\$ 20.945	\$ 20.999	\$ 9.64	\$ 15.52
\$ 21.000	\$ 21.054	\$ 9.67	\$ 15.58
\$ 21.055	\$ 21.109	\$ 9.71	\$ 15.63
\$ 21.110	\$ 21.164	\$ 9.74	\$ 15.69
\$ 21.165	\$ 21.219	\$ 9.78	\$ 15.75
\$ 21.220	\$ 21.274	\$ 9.81	\$ 15.80
\$ 21.275	\$ 21.329	\$ 9.85	\$ 15.86
\$ 21.330	\$ 21.384	\$ 9.88	\$ 15.92
\$ 21.385	\$ 21.439	\$ 9.92	\$ 15.97
\$ 21.440	\$ 21.494	\$ 9.95	\$ 16.03
\$ 21.495	\$ 21.549	\$ 9.99	\$ 16.09
\$ 21.550	\$ 21.604	\$ 10.02	\$ 16.14
\$ 21.605	\$ 21.659	\$ 10.06	\$ 16.20
\$ 21.660	\$ 21.714	\$ 10.09	\$ 16.25
\$ 21.715	\$ 21.769	\$ 10.13	\$ 16.31
\$ 21.770	\$ 21.824	\$ 10.16	\$ 16.37
\$ 21.825	\$ 21.879	\$ 10.20	\$ 16.42
\$ 21.880	\$ 21.934	\$ 10.23	\$ 16.48
\$ 21.935	\$ 21.989	\$ 10.27	\$ 16.54
\$ 21.990	\$ 22.044	\$ 10.30	\$ 16.59
\$ 22.045	\$ 22.099	\$ 10.34	\$ 16.65
\$ 22.100	\$ 22.154	\$ 10.37	\$ 16.71
\$ 22.155	\$ 22.209	\$ 10.41	\$ 16.76
\$ 22.210	\$ 22.264	\$ 10.44	\$ 16.82
\$ 22.265	\$ 22.319	\$ 10.48	\$ 16.87
\$ 22.320	\$ 22.374	\$ 10.51	\$ 16.93
\$ 22.375	\$ 22.429	\$ 10.55	\$ 16.99
\$ 22.430	\$ 22.484	\$ 10.58	\$ 17.04
\$ 22.485	\$ 22.539	\$ 10.62	\$ 17.10

Pesos/Liter		Pesos/KM	Pesos/Mile
Low	High	Mexico Fuel	Mexico Fuel
\$ 22.540	\$ 22.594	\$ 10.65	\$ 17.16
\$ 22.595	\$ 22.649	\$ 10.69	\$ 17.21
\$ 22.650	\$ 22.704	\$ 10.72	\$ 17.27
\$ 22.705	\$ 22.759	\$ 10.76	\$ 17.33
\$ 22.760	\$ 22.814	\$ 10.79	\$ 17.38
\$ 22.815	\$ 22.869	\$ 10.83	\$ 17.44
\$ 22.870	\$ 22.924	\$ 10.86	\$ 17.49
\$ 22.925	\$ 22.979	\$ 10.90	\$ 17.55
\$ 22.980	\$ 23.034	\$ 10.93	\$ 17.61
\$ 23.035	\$ 23.089	\$ 10.97	\$ 17.66
\$ 23.090	\$ 23.144	\$ 11.00	\$ 17.72
\$ 23.145	\$ 23.199	\$ 11.04	\$ 17.78
\$ 23.200	\$ 23.254	\$ 11.07	\$ 17.83
\$ 23.255	\$ 23.309	\$ 11.11	\$ 17.89
\$ 23.310	\$ 23.364	\$ 11.14	\$ 17.95
\$ 23.365	\$ 23.419	\$ 11.18	\$ 18.00
\$ 23.420	\$ 23.474	\$ 11.21	\$ 18.06
\$ 23.475	\$ 23.529	\$ 11.25	\$ 18.12
\$ 23.530	\$ 23.584	\$ 11.28	\$ 18.17
\$ 23.585	\$ 23.639	\$ 11.32	\$ 18.23
\$ 23.640	\$ 23.694	\$ 11.35	\$ 18.28
\$ 23.695	\$ 23.749	\$ 11.39	\$ 18.34
\$ 23.750	\$ 23.804	\$ 11.42	\$ 18.40
\$ 23.805	\$ 23.859	\$ 11.46	\$ 18.45
\$ 23.860	\$ 23.914	\$ 11.49	\$ 18.51
\$ 23.915	\$ 23.969	\$ 11.53	\$ 18.57
\$ 23.970	\$ 24.024	\$ 11.56	\$ 18.62
\$ 24.025	\$ 24.079	\$ 11.60	\$ 18.68
\$ 24.080	\$ 24.134	\$ 11.63	\$ 18.74
\$ 24.135	\$ 24.189	\$ 11.67	\$ 18.79
\$ 24.190	\$ 24.244	\$ 11.70	\$ 18.85
\$ 24.245	\$ 24.299	\$ 11.74	\$ 18.90
\$ 24.300	\$ 24.354	\$ 11.77	\$ 18.96
\$ 24.355	\$ 24.409	\$ 11.81	\$ 19.02
\$ 24.410	\$ 24.464	\$ 11.84	\$ 19.07
\$ 24.465	\$ 24.519	\$ 11.88	\$ 19.13
\$ 24.520	\$ 24.574	\$ 11.91	\$ 19.19
\$ 24.575	\$ 24.629	\$ 11.95	\$ 19.24
\$ 24.630	\$ 24.684	\$ 11.98	\$ 19.30
\$ 24.685	\$ 24.739	\$ 12.02	\$ 19.36
\$ 24.740	\$ 24.794	\$ 12.05	\$ 19.41
\$ 24.795	\$ 24.849	\$ 12.09	\$ 19.47
\$ 24.850	\$ 24.904	\$ 12.12	\$ 19.53
\$ 24.905	\$ 24.959	\$ 12.16	\$ 19.58
\$ 24.960	\$ 25.014	\$ 12.19	\$ 19.64
\$ 25.015	\$ 25.069	\$ 12.23	\$ 19.69
\$ 25.070	\$ 25.124	\$ 12.26	\$ 19.75
\$ 25.125	\$ 25.179	\$ 12.30	\$ 19.81
\$ 25.180	\$ 25.234	\$ 12.33	\$ 19.86
\$ 25.235	\$ 25.289	\$ 12.37	\$ 19.92
\$ 25.290	\$ 25.344	\$ 12.40	\$ 19.98
\$ 25.345	\$ 25.399	\$ 12.44	\$ 20.03
\$ 25.400	\$ 25.454	\$ 12.47	\$ 20.09
\$ 25.455	\$ 25.509	\$ 12.51	\$ 20.15
\$ 25.510	\$ 25.564	\$ 12.54	\$ 20.20
\$ 25.565	\$ 25.619	\$ 12.58	\$ 20.26
\$ 25.620	\$ 25.674	\$ 12.61	\$ 20.31
\$ 25.675	\$ 25.729	\$ 12.65	\$ 20.37
\$ 25.730	\$ 25.784	\$ 12.68	\$ 20.43

Effective: May 27, 2022

APPENDIX D - TCU MEXICO FUEL SURCHARGE

P# XXXXXX



Fuel will continue below and above the given table.

Werner will calculate the Tuesday average for each state; Ciudad de Mexico, Guanajuato, Jalisco, Nuevo Leon, Queretaro and Puebla to represent a single average of those six states, and will make it effective Tuesday of each week.

The daily diesel prices are available on the CRE (Comision Reguladora De Energia = Energy Regulatory Commission) web page:
<http://www.cre.gob.mx/ConsultaPrecios/GasolinasyDiesel/GasolinasyDiesel.html>

EXAMPLE OF CALCULATION IS AS FOLLOWS:	
Ciudad de Mexico	
Tuesday Average (3/6/2018)	18.63
Guanajuato	
Tuesday Average (3/6/2018)	18.85
Jalisco	
Tuesday Average (3/6/2018)	18.99
Nuevo Leon	
Tuesday Average (3/6/2018)	18.70
Queretaro	
Tuesday Average (3/6/2018)	18.70
Puebla	
Tuesday Average (3/6/2018)	18.45
Weekly Average for Publication, effective Tuesday 3/6/2018:	18.72

The Mexican Pesos to U.S. Dollars exchange rate will be pegged to the Banco De Mexico Interbancario 48 horas rate as of close of business each Friday and can be found at : <http://www.banxico.org.mx/portal-mercado-cambiario/index.html>
- Select on calendar previous Friday.

Mexico miles will be calculated via miles conversion from kilometer distances as published by the Secretaria de Comunicaciones y Transportes (SCT) and can be found at : www.sectur.gob.mx

Example of fuel calculation: Lane from Nuevo Laredo, TM to Apodaca, NL (217 km / 135 miles)

Mexico Diesel Price: \$18.72 as of 03/06/2018

Current Exchange Rate: \$18.72 as of 03/06/2018 (round to the nearest 4th decimal place)

Mex Diesel price of \$18.72 on the above table is \$5.81 pesos/km \$9.35 pesos/mile. Multiply 9.35 by the miles of 135
 $9.35 * 135 = \$1262.25$ pesos

Mexico peso to dollar calculation is 1 divided by the exchange rate rounding to the 4th decimal place.
 $1/18.724 = .0534$

Convert CPAC (Cargo Por Ajuste de Combustible) to USD= $\$1262.25 * .0534$

Mexico fuel surcharge= \$67.40 (round to the nearest whole cent) would be the fuel surcharge that would appear on the invoice