



2023 Freight Consolidation General Agreement (SOPs & Accessorial Guide)

Tendering shipments is acceptance of our SOPs & Accessorial Guide

Detention with Power

Two (2) hours free time will be given at each pickup and delivery. The applicable charges after expiration of free time is \$37.50 for every 30 minutes with a maximum charge of \$500.00. (Shippers will be notified via email 1 hour prior to detention charges commencing).

Pallet Exchange

RLS does not participate in pallet exchange. If RLS is required to purchase pallets at time of pick up, cost of pallets will be added to the freight invoice.

Order Cancellation/No available Appointments/Space Ordered, Not Used (SONU)

Any shipment cancelled after Wednesday 5pm of the shipping week, or within 24 hours of pick up, will be subject to 100% of freight charges (not including fuel surcharge). In the event an order is picked up and a delivery appointment is not available at consignee, or the order is rescheduled by shipper or consignee for the following week(s), as courtesy, the SONU fee will be waived for one week. Orders that are not shipped the following week will be subject to additional storage and SONU charges.

Unloading

Any Unloading, segregating and/or sorting charges will be passed through to the party responsible for freight payment. In order to maximize the capacity of our outbound trailers, from time to time RLS will pinwheel and/or double stack pallets of product. Unloading charges assessed due to this standard operating procedure, will not be the responsibility of RLS.

Driver Load/Unload

When the driver is required to load or unload the vehicle, the applicable charge will be \$75.00 per hour, billed in fifteen (15) minute increments, with a minimum charge of one hour for each load or unload location.

Freight Density

Unless otherwise agreed upon, a minimum of 1,300 lbs. per pallet will be used for purposes of calculating billing. Actual weight will apply if greater.

No Truck Dock / Non-Temp Controlled Facilities

Shipments that are consigned to a facility without an adequate refrigerated dock that can sustain the cold chain or accommodate over the road 53' trailers cannot be accepted. This includes, but is not limited to, no truck dock, an unrefrigerated dock, or an open dock subject to the elements. If a shipment is inadvertently accepted, at the discretion of RLS, an additional \$250.00 per shipment charge will apply, or the freight will be returned to the shipper. **In the case of no truck dock**, if RLS does make the delivery, RLS's only responsibility is to have the freight brought to the back of

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the trailer; the consignee must provide labor and equipment to unload the freight. Additional charges are the responsibility of the shipper. **In the case of an unrefrigerated dock**, if RLS does make the delivery, RLS will not be responsible for temperature rejections and will only attempt delivery for 30 minutes with the doors open. After that time, if no delivery is accepted, RLS will drop the order at the nearest cold storage, and all additional delivery fees will be the shipper's responsibility.

Delivery Service

RLS will not reimburse shipper or consignee for any losses due to delay in delivery. RLS does not guarantee an exact delivery date and time and therefore will not be responsible for late fees, fines, penalties, or other accessorial charges associated with a consignee.

Shipment Tenders

All orders to be picked up at the end of the week should be tendered prior to 3 pm on that Wednesday. All orders to be picked up must be placed 48 hours prior to the day of pick-up request. Please note, this means all orders for Friday pick-up (weekend shipping) must be placed no later than 3 pm on Wednesday. Although we try to accommodate any orders that are tendered after Wednesday at 3 pm, we cannot guarantee that they will fit onto the outbound trucks or schedule. Tenders should be sent to:

- Email to: dispatchnj@rlslogistics.com.
- Orders can also be sent via EDI.

All tender correspondence will be responded to as received, if not please contact dispatchnj@rlslogistics.com. To be considered complete and ready to ship, all tenders must include the following information:

- Your company name, address, phone number and contact name
- Pick up location name, address, phone number and contact name
- Date and time pick up is available
- Total number of pallets, cases and weight of shipment
- Delivery date according to the RLS Schedule
- Temperature requirement
- Delivery location name, address, phone number and contact name
- Purchase order number
- Any other pertinent information or details regarding the shipment

Pallet Tagging

Pallets must be tagged appropriately at the time of pick up. RLS is not responsible for pallet condition at the time of pick up. The tag must be legible and placed conspicuously on the pallet. All orders should be shipped on grade A pallets; CHEP or similar program also acceptable. The information that must be included on the pallet tag is:

- Name of the Consignee
- Consignee City and State
- PO#, number of cases on the pallet
- # of pallets for the shipment (1 of 3, 2 of 3, etc.)

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- Temperature requirement (refrigerated/frozen)

Pallets received at the cross dock without an appropriate pallet tag will be subject to a **\$100** per order fee.

Temperature Control

Customers with shipments that have special temperature requirements below 0 degrees F or above 38 degrees F are required to inform RLS of their product's requirements before the start of shipping activity. RLS delivers frozen product +10 degrees F and below. Refrigerated product is delivered between the temperature range of +28 degrees F and +38 degrees F.

Claims

All claims should be emailed claims@rlslogistics.com. Please refer to "Freight Loss or Damage" below for claim limitations.

Freight Loss or Damage

All Loss and Damage claims must be submitted in writing and follow the law as set by 49 U.S. Code § 14706. All claims must be submitted in writing with the proper claim form and proof of loss. Claims will be paid promptly upon resolution. Unless otherwise agreed upon in writing, RLS is only responsible for a maximum value of \$2.50 per pound. Deductions from freight bills will also not be accepted.

Shipper agrees to allow RLS the right to mitigate the loss by the sale of salvage. If salvage rights are not granted, a salvage allowance of 30% of invoice will be deducted in lieu of salvage.

Force Majeure

In the event of riot, war, rebellion, fire, flood, act of God, terrorism, act of governmental authorities or any other cause beyond the control of a party hereto which renders it impossible for such party to comply with any provision of this Agreement (a "Force Majeure Occurrence"), there shall be no liability for non-compliance caused thereby during the continuance thereof; provided, however, in the event of any such Force Majeure Occurrence affecting RLS's ability to perform hereunder, RLS shall use its best efforts to eliminate the cause of such inability to perform and shall perform to the fullest extent it is able under the circumstances.

Donations / Disposal of Product

On occasion, shipping errors occur such as short dates, wrong product, etc. In lieu of returning the product to the shipping origin, RLS is often asked to donate or dispose the product. When product must be disposed, additional charges are sometimes incurred. When such charges are incurred, RLS will pass those charges along to the party responsible for freight payment.

****Return Product (Updated)**

On many occasions, RLS encounters product that arrives at a particular destination that is rejected for some reason or another. Some examples of this type of rejection include, but are not limited to expired product dates, miss-tagged product and wrong products shipped.



If the rejected product is a result of an RLS error, at its own cost, RLS will take all the necessary steps to correct the situation to the satisfaction of the customer. RLS will communicate to the customer, in a timely and clear manner, the process by which it intends to return the product to the customer. RLS will accept full responsibility for the products safe return.

If the rejected product is a result of a shipper error, RLS will, at the direction of the shipper, facilitate the return of the product to a location of the shippers choice. RLS will communicate to the customer, in a timely and clear manner, the process by which it intends to return the product to the customer. RLS will communicate all charges for this return and proceed when these charges are agreed to by the shipper. If the product experiences a delay or any other problem during the return process, RLS can not and will not accept any liability for the products safe return. No claim will be accepted for returns that are a result of shipper error.

Prohibited Commodities

Due to the sensitive nature of the product, RLS cannot accept tendered orders of the following items unless otherwise agreed upon:

- Ice cream/frozen yogurt
- Fresh fruits and vegetables
- Refrigerated seafood
- Commodities shipped in bulk (totes, bags, gaylords, drums)

Should RLS inadvertently receive any of the above items the shipper agrees to hold RLS harmless for any temperature or damage issues that may arise.

Fuel Surcharge

Fuel surcharge applies to all shipments for the week they are picked up. DOE’s Fuel Hotline number is available by calling 202-586-6966 or online at: <https://www.eia.gov/petroleum/gasdiesel/>

| <u>DOE National Average</u> | <u>LTL Fuel Surcharge %</u> |
|------------------------------------|------------------------------------|
| \$3.499 to \$3.598 | 25% |
| \$3.599 to \$3.698 | 26% |
| \$3.699 to \$3.798 | 27% |
| \$3.799 to \$3.898 | 28% |
| \$3.899 to \$3.998 | 29% |
| \$3.999 to \$4.098 | 30% |
| \$4.099 to \$4.198 | 31% |
| \$4.199 to \$4.298 | 32% |
| \$4.299 to \$4.398 | 33% |
| \$4.399 to \$4.498 | 34% |
| \$4.499 to \$4.598 | 35% |
| \$4.599 to \$4.698 | 36% |
| Every \$.10 increment | Additional 1% increase |

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LTL Sailing Schedule

Our LTL schedule can be found on our website at

<https://rlslogistics.com/cold-chain-solutions/transportation-logistics/less-than-truckload-ltl/>

Documents

Through our online platform, anello, you can obtain PODs, invoices, lumber receipts and statements.

Shipment Tracking

Through anello, each customer has the ability to track shipments online. To sign up for anello, please complete registration here, <https://anello.rlslogistics.com/register>. An email with your username and temporary password will be sent directly from the IT department. Please allow 48 hours for the registration process.

Quotes

Quotes can be obtained by logging into the customer platform anello and utilizing the Freight Consolidation Rating Tool located on the home page menu. A short instruction video is available for new users. If you do not have log in credentials, you can register for anello here: <https://anello.rlslogistics.com/register>

Customer Service Inquires

Please email dispatchnj@rlslogistics.com, this group email is monitored by the customer service team.

Onboarding Handbook

The [RLS Logistics Client Onboarding Handbook](#) is an all-encompassing guide to the business units at RLS Logistics and our Affiliates. In the handbook, you will find key contact information, sailing schedules, Warehouse Operating Procedures, BRCGS Certifications, step-by-step instructions on how to use the Freight Consolidation Rating Tool in anello, and more.

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