

Wall Street Systems, Inc.  
Lexington Intermodal, LLC.  
Madison Intermodal, LLC.  
P.O. Box 847  
Mantua, OH 44255  
P +1 800 488 1775  
F +1 330 274 8836

## RULES TARIFF

**Effective Date.** This Rules Tariff and the associated Intermodal Rate Tariff System are effective January 1, 2004 and will remain in effect until otherwise notified.

**Application of Rates.** Intermodal trucking line haul charges represent standard rates for roundtrip (load-empty or empty-load) TOFC/COFC moves on FAK stay-with loads. Fees for additional miscellaneous services are not included in the intermodal trucking charges. All such additional fees are the responsibility of the Customer paying the intermodal trucking charges. Any exceptions to the terms, conditions, intermodal trucking charges, and/or accessorial fees must be confirmed in writing prior to shipping.

**Credit Terms.** Wall Street Systems, Inc. may elect to extend credit to Customer, at their sole discretion. All invoices are due in full and payable within thirty (30) days of the billing date. A finance and collection charge equivalent to 2% per month will be added to any invoice not paid within thirty (30) days of the billing date.

**Pre-Notification.** Customer must provide written notification by 3:00 pm the day before a shipment will be picked up. Wall Street Systems, Inc. is not responsible for any trailer detention fees that may accrue as the result of delivery to ramp or pier or other location on the following day. Carrier liability for shipment will not commence until pickup actually occurs.

**Overweight Liability.** Wall Street Systems, Inc. does not accept responsibility or liability for any violation of weight restrictions under Federal, State, or Municipal laws. The customer must pay any fines or expenses resulting from overweight violations.

**Cargo Liability.** Wall Street Systems, Inc. liability for cargo loss or damage will in no case exceed \$100,000 per occurrence. Shipments will not be accepted unless released to \$100,000. Customer may request an increase in legal liability by submitting a written request for a higher Release Value, and paying an additional fee. The fee equals 0.1% of the difference between the desired Released Value and \$100,000. If a shipment is inadvertently accepted without Customer executing the required Released Value declaration, Wall Street Systems, Inc.'s liability will be limited to no more than \$100,000.

**Mexico Cargo.** Wall Street Systems, Inc. does not accept responsibility or cargo liability for shipment while traveling throughout Mexico. Trip insurance is available upon request, at Customer's expense.

**Storage liability.** An allowance of twenty-four (24) hours will be given for shipments stored on Wall Street Systems, Inc.'s premises. Saturday, Sunday, and Holidays do not extend this twenty-four (24) hour period. After twenty-four (24) hours, Wall Street Systems, Inc.'s liability for such shipments will be that of a warehouseman. In no event will Wall Street Systems, Inc.'s liability exceed \$100,000 per occurrence.

**Free Time.** One (1) hour driver free time is allowed at each rail ramp. Two (2) hours driver free time is allowed at each ocean pier. One (1) hour additional driver free time is allowed in aggregate for ALL Customer stops (e.g., multi-stops), if standard intermodal trucking rate is under \$140. Two (2) hours additional driver free time is allowed in aggregate for ALL Customer stops (e.g., multi-stops), if standard intermodal trucking rate is \$140 or over.



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## COMMON ACCESSORIALS

**Driver Detention.** [\$25 per 15 minutes] If a drive is detained longer than allowable Free Time at any stop, ocean pier, or rail ramp, detention charges are payable to Wall Street Systems, Inc. to compensate the driver. Minutes are rounded up to the nearest quarter hour.

**Driver Touch.** [\$20 per 15 minutes with \$80 minimum fee] Fees are for manual driver work including loading, unloading, assisting, counting, and use of pallet jack. Free Time does not apply – charges accrue immediately. Driver Detention fees are not additional. Minutes are rounded up.

**Extra Stop-Offs.** [\$60 per stop] Additional Out-of Route fees are charged if stop-offs require more than ten (10) out-of-route miles. Driver Detention fees also accrue once the sum of detention at all stops exceeds Free Time.

**Out-of-Route.** [\$1.85 per mile] Additional services that require out-of route miles in excess of ten (10) miles will be charged an additional fee for each mile over the ten (10) allowed. Such mileage may result from extra stop-offs, scaling, bobtailing, etc.

**Bobtail.** [\$1.85 per mile with \$30 minimum] Empty bobtail miles in excess of ten (10) will be charged and additional fee for each mile over the ten (10) allowed.

**Per Diem/Demurrage.** [Cost, plus 5% with \$20 minimum] Wall Street Systems, Inc. will pass through the railroad and ocean carrier per diem, detention, and demurrage fees, plus an additional 5% administration fee (\$20 minimum).

## OTHER ACCESSORIALS

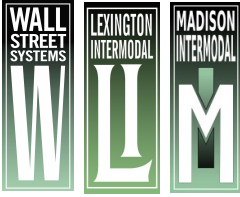
**Scale.** [\$40 Single and \$80 Light/Heavy] Additional Out-of Route Mileage fees will be charged if stop-offs require more than ten (10) miles out-of-route.

**Lumper.** [Cost, plus \$30] Wall Street Systems, Inc. will pass through the cost of third-party unloading services, plus an additional \$25 administrative fee.

**Cash Advances.** [Cost, plus \$30] fees are due whenever Wall Street Systems, Inc. is required to front payment for per diem, detention, demurrage, and other fees that are due upon equipment pickup.

**Storage.** [\$30 per day] Wall Street Systems, Inc. charges storage fees when holding containers or trailers for deferred delivery at a later date. Wall Street Systems, Inc. liability under such circumstances is that of a warehouseman.

**Order Cancellation.** [\$75 per cancellation] Fee is due when Customer cancels a shipment after dispatch. Additional fees may be due for Out-of-Route miles over the ten (10) miles. Other fees may also result from railroad non-use charges, driver detention, and/or storage.



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**Pier/Ramp Refusal.** [\$75 per cancellation] Due when ramp or pier turns driver away due to improper documentation or lack of rail billing. There may be additional fees for more than ten (10) Out-of-Route miles, railroad non-use charges, driver detention, and/or storage.

**Re-consignment.** [\$75 per cancellation] Fee is due when Customer re-consigns a shipment after dispatch. Additional fees may be due for Out-of-Route miles over the ten (10) miles. Other fees may also result from railroad non-use charges, driver detention, and/or storage.

**Hazmat.** [\$50 per shipment] Additional fees are due for shipments that include Hazardous Materials. Out-of-Route miles due to Federal or State Highway restrictions may also be assessed.

**Tarpping.** [\$115 per shipment] Service includes both on and off, if applicable.

**C.O.D.** [\$35 per shipment] "Cash On Delivery" shipments will incur an additional administrative fee.

**Dunnage Removal/Cleaning.** [\$60 per container] Fee is due for light trailer or container cleaning and/or dunnage removal. This fee does not include steam cleaning, reefer service, or dunnage cartage to another location.

**Layover.** [\$100 per night] Additional fees are due whenever a driver is required to stay away from home overnight.

**Flip Charges.** [\$65 per flip] This fee is due when bad order chassis requires a container "flip." Standard Driver Detention fees will also accrue immediately after the first thirty (30) minutes.

## NON-STANDARD FEES

**Pick-up/Termination.** [Call for rates] Fees are charged whenever Wall Street Systems, Inc. must pick-up or drop a chassis or container from anywhere other than the rail ramp or ocean pier where the shipment itself is transferred.

**Chassis Usage.** [Call for rates] Fees are charged whenever a steamship line or railroad does not provide a chassis for inland container intermodal trucking. Fees may include rental, leasing, detention, and/or mileage charges.

**Transloading.** [Call for rates] Requires transferring shipment onto another container or trailer.

**Steam Cleaning.** [Call for rates] Additional fees apply to steam cleaning, refer service, etc.

**Pallet Exchange.** [Call for rates] Additional fees apply for various pallet exchange programs, depending on the characteristics.



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## SPECIAL SURCHARGES

**Fuel Index.** [Call for rates] Additional fuel surcharges will apply.

**New York Stop-Offs.** [\$100 per stop-off] Additional charge for extra stop-offs at any of the five (5) boroughs in New York City. This fee is in addition to the standard fee for extra stop-offs.

**Amtrak Ramps.** [\$80 per shipment] Applies to container (not RoadRailer) pickups and deliveries at Amtrak facilities in Philadelphia, Harrisburg, and Albany.

**Quad City COFC.** [\$60 per container] A container-On-Flat-Car surcharge is applied for all local rates from the Davenport ramp to/from the Quad Cities.

**Highway & Bridge Tolls.** [Varies] In certain exceptional circumstances, Wall Street Systems, Inc. will charge additional fees for tolls that are not included in intermodal trucking rates.

**Weekend & Holidays.** [Call for rates] *Additional fees may exist for some types of work that require additional driver pay.*