



Intermodal Rates

Customer: _____
 XPO Salesperson: _____
 RFQ Number: _____ Commodity: _____

Orig City	Orig St	Orig Zip	Orig Stop Off	Dest City	Dest St	Dest Zip	Dest Stop Off	O/D Dray Service	Move Code	Service Lvl	Lane Type	Haz Mat	LGT	Rate/Ld	Tran Days	Wkly Vol	Effective Date	Expiration Date

Key Considerations When Reviewing This Rate Quotation:

BY TENDERING FREIGHT FOR TRANSPORTATION TO XPO INTERMODAL SOLUTIONS, INC. (formerly known as Pacer Transportation Solutions, Inc.) ("XPO") AFTER THE EFFECTIVE DATE IN THE PRICING TABLE ABOVE, THE CUSTOMER NAMED ABOVE AGREES TO ALL LINEHAUL, FUEL AND OTHER CHARGES AND TERMS ASSOCIATED WITH QUOTE. THESE RATES WILL SUPERCEDE ANY PREVIOUS PRICING IN THE SAME LANES.

ALL RATES ARE SUBJECT TO EXPIRATION IF NOT USED WITHIN A 60 DAY PERIOD.

XPO is providing this rate quote for the customer named above in XPO's capacity as a transportation broker or intermodal marketing company. XPO is not a carrier or freight forwarder.

These rates have been prepared based on the volume and operating characteristics provided by customer. To the extent actual volumes and operating characteristics differ, these rates are subject to review/change.

Prices quoted do not imply a capacity commitment by XPO. All capacity commitments made by XPO must be in writing.

Non-committed capacity and capacity over agreed surge levels may be subject to a capacity surcharge during peak season.

Minimum awarded volume of 3 loads/week with a level day of week loading pattern is required to establish a pool at origin or drop at destination. Standard origin pool size calculation is at most 1.5 x the average daily volume.

The rates shall not apply to hazardous, high value, bonded, oversize, overweight or restricted commodity shipments or shipments requiring protection from heat or cold, unless explicitly stated on this rate quote.

Amounts due under this quote shall not be offset against amounts allegedly due from XPO as a result of billing errors, unsettled loss or damage claims, or other dispute.

XPO standard terms and conditions (including its Customer Standard Terms and Conditions and Terms and Conditions for Intermodal Transportation) (collectively, the "XPO Standard Intermodal Terms") in effect at the time of shipment, fuel surcharge matrix (included in this rate quote) and accessorial matrix (included in this rate quote) apply to shipments moving under these above rates, unless otherwise agreed in writing by XPO and customer. If customer and XPO have agreed that customer's terms and conditions and accessorial charges will apply, XPO Standard Terms and accessorial matrix will apply to the extent that customer's terms and conditions or accessorial charges are silent on any issue.

XPO's Standard Intermodal Terms can be found at www.XPO.com

Customer should be aware that each of the underlying rail transportation providers impose certain requirements, limitations, and restrictions on shipments transported on their intermodal networks. All intermodal transportation is subject to the terms, conditions, requirements, limitations, restrictions and procedures of the published intermodal directory or agreement of the underlying rail transportation provider in effect at the time of shipment (each an "Intermodal Tariff"). The Intermodal Tariffs and the XPO Standard Intermodal Terms establish limitations of liability, cargo claims procedures and provisions, commodity restrictions, loading, blocking and bracing requirements, indemnification obligations, payment terms, arbitration of disputes requirements and other important restrictions. The customer shipping under this rate quotation should be familiar with the provisions of the XPO Standard Intermodal Terms as well as the Intermodal Tariffs before becoming involved in any intermodal transportation movement. The Intermodal Tariffs of XPO's major rail transportation providers are CSX Service Directory No. 1, Union Pacific MITA (Master Intermodal Transportation Agreement) and Rules Publication KCSM and are available at the websites below. Other Intermodal Tariffs will apply to the extent other railroads provide rail transportation.



Intermodal Rates

Customer: _____
XPO Salesperson: _____
RFQ Number: _____ Commodity: _____

Table with 18 columns: Orig City, Orig St, Orig Zip, Orig Stop Off, Dest City, Dest St, Dest Zip, Dest Stop Off, O/D Dray Service, Move Code, Service Lvl, Lane Type, Haz Mat, LGT, Rate/Ld, Tran Days, Wkly Vol, Effective Date, Expiration Date

XPO's major rail transportation providers: http://www.csxi.com and http://www.uprr.com and http://www.kcsouthern.com

Among other important provisions in the Intermodal Tariffs and the XPO Standard Intermodal Terms are limitations on liability for cargo loss or damage. Unless otherwise agreed in writing, XPO's maximum cargo liability is \$100,000 per container or trailer for losses occurring in the USA. UPRR's and CSXI's maximum liability is \$250,000 per container or \$100,000 per container of consumer electronics. Per package limits also apply. Neither XPO nor U.S. nor Canadian carriers are liable for cargo loss or damage that occurs in Mexico. Kansas City Southern de Mexico, S.A. de C.V. ("KCSM"), a Mexican rail carrier for XPO, has agreed to provide insurance for cargo loss or damage of up to US \$50,000 per container for loss or damage caused by rail transportation by KCSM. Mexican motor carriers are liable for cargo loss and damage only to the extent established under Mexican law. Full value liability is not available at these rates. If customer would like full value liability, customer must provide 5 business days advance notice, obtain a special rate quotation, prepay the shipping charges and enter into a written agreement expressly stating that full value liability will apply.

The rates do NOT include any fees, charges or duties related to customs, border crossing, or government taxes, unless otherwise stated. Among other charges, shipments crossing borders will be subject to charges for set-outs of railcars, customs inspections, customs duties, and governmental fees. Consistent with the foregoing rates do not include and will be subject to all applicable Value Added Tax (VAT) for services provided within Mexico.

Customer is responsible for (a) all rail terminal storage charges that result from Customer's not accepting delivery of the shipment or other acts (even if the train arrives earlier or later than its scheduled arrival or transit time or other events arise), (b) equipment per diem charges incurred while the equipment is in the customer's possession or at its or its consignee's facility (even if XPO or the carrier has not provided equipment inventory reports or other notices about the equipment) and (c) driver detention that occurs from the time that the driver enters Customer's or the consignee's facility until the driver exits the facility (e.g., detention is not determined to only include the time during which the container is present at Customer's or the consignee's dock door).

The rates, charges, procedures, terms and conditions apply to services rendered by XPO regardless of whether the customer signs below unless customer and XPO have agreed otherwise in an agreement signed by both XPO and the customer.

PLEASE SEND A SIGNED COPY TO intermodalrates@xpo.com OR FAX BACK TO (614)-923-1438

Customer Name: _____
Customer Signature: _____
Date: _____
XPO Representative: _____
XPO Representative Signature: _____
Date: _____

Customer Name:	Date Updated:
This is a summary of certain XPO intermodal standard operating procedures.	
XPO's Standard Intermodal Operating Procedures	Other procedures and other important terms and conditions can be found at www.xpo.com and at the websites of the underlying rail transportation providers, including www.csxi.com and www.uprr.com and http://www.kcsouthern.com
Billing and Payment Terms	XPO's Standard is Net15 (payment is due within fifteen (15) days of invoice date). Accessorial charges may be invoiced separately. If an invoice is not paid on or before the due date, such invoice will be subject to a late charge from the date payable until payment in full at 1.5% per month.
Fuel Surcharge	XPO's Standard is to invoice the base rate quoted plus the XPO Standard Fuel Surcharge (FSC). The XPO FSC is a percentage of the base rate and is subject to change depending upon the DOE National Average. Fuel surcharge applies to all linehaul charges and all accessorials involving truck movement and /or mileage. XPO's Standard Fuel Surcharge (FSC) matrix is based on the Department of Energy's (DOE) National Average Diesel Fuel Index updated every Monday and effective Tuesday. The index is available on the internet at http://www.eia.gov
Invoicing Process	XPO's Standard is to send the customer the linehaul plus fuel surcharge invoice upon delivery of the freight. XPO will send all other charges via separate invoice. XPO's Standard is to invoice via EDI (high volume customers) or via printed invoice mailed to customer. XPO will supply key dates and reference numbers on our invoice.
Invoicing Accessorial Expectations	XPO's Standard is to send accessorial charges on a separate invoice. Due to the time required to process accessorials and to ensure all charges are correct, XPO may take up to 6 months after the end date of the accessorial charge to invoice all charges for the shipment.
Transit Time Calculation and Expectations	XPO's Standard is to quote the fastest possible transit in the lane. XPO assumes the shipment will be loaded at shipper early enough in the day to allow the driver to ingate the container at origin rail ramp prior to same day train cutoff. In addition XPO uses historical data to effectively understand the actual ramp to ramp train service (railroad schedules used as reference only). XPO's quoted transit time in the lane assumes delivery to the consignee the day after the train is expected to arrive. XPO's on-time service expectation is 95% as measured quarterly. However, XPO and the underlying transportation providers do not guarantee adherence to any particular transit schedule and will not be liable for failure to transport any shipment by any particular schedule or in time for any particular market or appointment.
Shipment Status Reporting	XPO's Standard is to sign up our customers via our website portal application to allow each customer contact easy access to shipment tracking status information.
Intermodal Quotes	XPO's Standard is to quote a per shipment door to door rate subject to the XPO Standard FSC and accessorial charges as well as the XPO Standard Operating Procedures. It is XPO's intent to hold the quoted lane rate between the Rate Effective and Expiration Dates for only those lanes where the customer has accepted the proposal in writing and has provided a formal lane volume award of at least 100% of the volume provided by the customer at time of quoting.
Awarding XPO Lanes and Award Acceptance	XPO's Standard is to review all customer lane awards prior to accepting & publishing the rate for the lane. Reasons for not accepting the lane award includes awarded volume being lower than the quoted-on volume, or any changes in the FSC, accessorial, Standard Operating Procedures or terms and conditions from XPO's Standard.
Rates on File and XPO Acceptance	XPO's Standard is to cancel all quoted rates where customer has not formally awarded a lane to XPO. Exceptions may be made upon request to keep "rates on file" (ROF). A ROF lane is defined as a lane where the customer is not able to award weekly volume due to the nature of the lane's movement, however does plan on tendering XPO freight in the lane. Upon review XPO may agree to publish the lane rate or may submit a new rate quotation.
Cancelled Quotes and New Tenders	XPO's Standard is to cancel all quoted rates where customer has not formally awarded a lane to XPO and where XPO has not accepted the "rate on file" request. If a load tender is received for a lane where no published rate exists, then the customer will be presented with a new lane proposal. All previous quotes will be deemed expired regardless of the rate expiration date originally provided. In addition this process will likely cause a postponement in loading.
Customer Loading Details	XPO's Standard is to require the customer to supply accurate information as to the commodity being shipped. Otherwise misuse or other charges will apply. Customer is responsible for all blocking and bracing and proper weight distribution of the freight. All packaging, blocking and bracing must be in accordance with applicable industry standards and rail transportation provider requirements.
Load Tender Receipt	XPO's Standard is to receive load tenders via EDI (high volume customers) or via E-MAIL prior to 12 noon Eastern the business day prior to the requested loading day.
Load Tender Acceptance	XPO's Standard is to respond to the customer within 2 hours of receiving the tender acknowledging receipt.
Establishing a Delivery Time - Live Unload Locations	XPO's Standard is to contact the Consignee 48 hours prior to train arrival at destination ramp to establish the delivery appointment. XPO will request a specific day and time. If the time slot is not available, another time the same day will be requested. If the delivery day requested is not available, XPO will request alternative dates. Note that pushing back a delivery may result in accessorial charges being invoiced to the customer.
Establishing a Delivery Time - Drop	XPO's Standard is to deliver the shipment the day after the train arrives at destination ramp. No appointment will be requested from the consignee.
Empty Notification of Equipment	XPO's Standard is that the customer (or designated contact on behalf of the customer) will contact XPO via EDI (high volume customers) or via E-MAIL and will provide the date/time of complete unloading of the XPO equipment. If the date/time received is prior to the notification date/time, XPO will use the notification date/time within the order to represent empty date.
Per Diem Notification	XPO's Standard is to endeavor to send the customer's main contact an E-MAIL advising of a container that is being held at either the shipping or receiving facility beyond the allowable free time. XPO will provide one e-mail notification while the container is being held and it is expected the customer will use this notification to expedite the release of the container from the facility in question. The customer is expected to know when the shipment was finally released and to anticipate an invoice from XPO for per diem based on our accessorial agreement and will be responsible for equipment per diem charges for equipment held beyond free time.
Driver Detention Notification	XPO's Standard is to endeavor to send the customer's main contact an E-MAIL on or before driver free time has expired, advising of a shipment that maybe held up at either the shipper or consignee and where probable driver related charges will likely be incurred and invoiced.
All Accessorials and XPO Expectations	All accessorials are direct costs paid by XPO on behalf of the customer to compensate for any additional costs not anticipated and not accounted for in the XPO door-to-door base rate.

Customer Name:		Date Updated:	
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Type of Service	XPO Standard Charges and Fees	XPO General Description of Circumstances When Charge is Assessed
Pool Set-up/Tear-down/Adjustment	\$2 per mile or \$200 minimum per container	The shipper or consignee requires additional empty equipment or the movement thereof resulting in a "bobtail" move. This charge will apply to new pool creation and/or pool size adjustments.
Equipment ordered Not used	\$350 charge + \$2 per mile	No charge will apply to loads canceled twenty-four (24) hours prior to scheduled pickup. This charge will also apply to Dry Run scenarios.
Origin Per Diem	Available for Loading + 1 day then days 1-7 at \$50 per day and days 8+ at \$100 per day	Customer must notify XPO when the container is loaded and ready for pick-up. Charges will accrue at the stated per day rate until load departs from the facility. Any fraction of days will be charged as a full day. Sundays occurring within the allotted free time are also free.
Destination Per Diem	Day of Delivery + 2 days then days 1-7 at \$50 per day and days 8+ at \$100 per day	Customer must notify XPO when the container is empty. Until such notification is received from customer, charges will accrue at the stated rates. Any fraction of days will be charged as a full day. Sundays occurring within the allotted free time are also free.
Storage (rail or yard)	Available to Deliver + 1 day then days 1-3 at \$150 per day and days 4+ at \$300 per day	At delivery: Free time from the day of notification plus one day. Loads "notified" after 5pm are deemed to be available the next day. Additional storage may also be assessed if the container is missing documentation and is stored for more than 2 days. Additional time shall be billed at the stated rates per day (or fraction thereof). Sundays occurring within the allotted free time are also free. Exception: All Southbound FAK shipments into Mexico our standard terms and conditions for rail storage is day of notification +5 calendar day including weekends and holidays. Days beyond the free time will be billed at a rate of \$40 plus IVA tax (16%) per storage day.
Mis-declared Charge	\$3,000 plus all charges assessed by underlying railroads	Customer moves hazardous, restricted or prohibited commodities as a general freight commodity. Customer must provide accurate commodity descriptions to XPO on their paperwork.
Misuse Charge	\$400 Charge + applicable per diem charges as stated	Equipment spotted at customer location by XPO but used by another carrier with no XPO revenue or other unauthorized use of XPO equipment.
Re-consignment	\$150 Charge + \$2 per mile (dray) plus recalculated transportation charges (rail)	Diversion (rail) or re-consignment (dray) to be provided by XPO must be arranged and agreed to in writing in advance, and is subject to the diversion or re-consignment charge.
Driver Detention	2 hours free then \$20 per 15 minute increments	Driver is detained past allotted free time. If driver is late for scheduled appointment time, the free time starts when the Container is placed into the loading/unloading dock but if there is congestion or delays that prevent the Container from being placed on the dock, free time will begin when the Container enters the consignor's or consignee's facility.
Driver Layover	\$750 flat charge	A driver is required to layover at the point of loading or unloading.
Lumper	\$25 + cost paid to driver	Additional help hired to load/unload trailer. Driver detention may also apply.
Driver Labor (Assist, Load, Unload, Clean)	\$150 per hour (driver does all work)...\$100 per hour (driver assists)... plus driver detention	Labor involved for driver to assist with loading and/or unloading of container. Charge may also apply if driver is required to restack freight due to load shift. Driver detention may also apply.
Driver Wash-out	\$150 per hour + cost of wash out	Driver to wash out or clean out the container due to consignee not adequately making the container reusable for the next customer to load.
Stop Off Charge	1st stop \$125 + \$2 per mile 2nd stop \$250 + \$2 per mile 3rd stop \$375 + \$2 per mile	The standard XPO rate includes one pick up (@ origin) and one delivery (@ destination). If a customer requests additional stops at either origin or destination, XPO will invoice for the additional stops as stated. Note that the 1st stop charge is the 1st extra stop requested.
Redelivery	\$150 Charge + \$2 per mile (dray) plus Storage & Per Diem charges	When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished. Charge applies to each redelivery attempt.
Cross border Setout	Charges incurred by XPO plus 10% administrative fee	Setout charge relates to cross border steel wheeled shipments where customs officials require a container to be removed from the train.
Customs Paperwork Delay	Applicable storage and per diem charges	Storage and/or per diem charges apply to loads held or delayed due to missing, delayed or insufficient paperwork. Applies at origin, in transit and/or at destination.
Excess Mileage Route	\$2 per mile	When the practical route is closed due to construction, road closure, weather or similar conditions.
Overweight	\$500 Charge plus applicable dray charges plus Driver labor	Load exceeds D.O.T. vehicle weight limits by axle and/or by gross weight.
Scale Charge	\$75 + \$2 per mile for out of route miles	Driver required to scale the container.
Scale Light & Heavy	\$150 + \$2 per mile for out of route miles	Customer requests the driver to scale the container before and after loading.
Misc. Charges	Charges incurred by XPO plus 10% administrative fee	Misc. charges (charges not identified above) will be determined at time of occurrence.

All intermodal transportation arranged by XPO is subject to XPO's standard Customer Terms and Conditions and the XPO Terms and Conditions for Intermodal Transportation Services (collectively, the "XPO Standard Intermodal Terms" accessible by emailing stc@xpo.com or at www.xpo.com.
By tendering freight for transportation by XPO, the customer agrees to pay the charges listed below and be bound by XPO Standard Intermodal Terms.



INTERMODAL FUEL SURCHARGE MATRIX
Effective April 10th, 2012. Supercedes all previous versions.

The following fuel surcharge matrix is based on the DOE's National Average Diesel Fuel Index published by the Energy Information Administration every Monday. The index is available on the internet at

www.eia.doe.gov

Revisions to this surcharge will occur the day after the DOE posts its weekly fuel index.

DOE Fuel Index \$/gallon	Fuel Surcharge	DOE Fuel Index \$/gallon	Fuel Surcharge	DOE Fuel Index \$/gallon	Fuel Surcharge
\$0.000 - \$1.059	0.00%	\$2.380 - \$2.419	17.50%	\$3.740 - \$3.779	34.50%
\$1.060 - \$1.099	1.00%	\$2.420 - \$2.459	18.00%	\$3.780 - \$3.819	35.00%
\$1.100 - \$1.139	1.50%	\$2.460 - \$2.499	18.50%	\$3.820 - \$3.859	35.50%
\$1.140 - \$1.179	2.00%	\$2.500 - \$2.539	19.00%	\$3.860 - \$3.899	36.00%
\$1.180 - \$1.219	2.50%	\$2.540 - \$2.579	19.50%	\$3.900 - \$3.939	36.50%
\$1.220 - \$1.259	3.00%	\$2.580 - \$2.619	20.00%	\$3.940 - \$3.979	37.00%
\$1.260 - \$1.299	3.50%	\$2.620 - \$2.659	20.50%	\$3.980 - \$4.019	37.50%
\$1.300 - \$1.339	4.00%	\$2.660 - \$2.699	21.00%	\$4.020 - \$4.059	38.00%
\$1.340 - \$1.379	4.50%	\$2.700 - \$2.739	21.50%	\$4.060 - \$4.099	38.50%
\$1.380 - \$1.419	5.00%	\$2.740 - \$2.779	22.00%	\$4.100 - \$4.139	39.00%
\$1.420 - \$1.459	5.50%	\$2.780 - \$2.819	22.50%	\$4.140 - \$4.179	39.50%
\$1.460 - \$1.499	6.00%	\$2.820 - \$2.859	23.00%	\$4.180 - \$4.219	40.00%
\$1.500 - \$1.539	6.50%	\$2.860 - \$2.899	23.50%	\$4.220 - \$4.259	40.50%
\$1.540 - \$1.579	7.00%	\$2.900 - \$2.939	24.00%	\$4.260 - \$4.299	41.00%
\$1.580 - \$1.619	7.50%	\$2.940 - \$2.979	24.50%	\$4.300 - \$4.339	41.50%
\$1.620 - \$1.659	8.00%	\$2.980 - \$3.019	25.00%	\$4.340 - \$4.379	42.00%
\$1.660 - \$1.699	8.50%	\$3.020 - \$3.059	25.50%	\$4.380 - \$4.419	42.50%
\$1.700 - \$1.739	9.00%	\$3.060 - \$3.099	26.00%	\$4.420 - \$4.459	43.00%
\$1.740 - \$1.779	9.50%	\$3.100 - \$3.139	26.50%	\$4.460 - \$4.499	43.50%
\$1.780 - \$1.819	10.00%	\$3.140 - \$3.179	27.00%	\$4.500 - \$4.539	44.00%
\$1.820 - \$1.859	10.50%	\$3.180 - \$3.219	27.50%	\$4.540 - \$4.579	44.50%
\$1.860 - \$1.899	11.00%	\$3.220 - \$3.259	28.00%	\$4.580 - \$4.619	45.00%
\$1.900 - \$1.939	11.50%	\$3.260 - \$3.299	28.50%	\$4.620 - \$4.659	45.50%
\$1.940 - \$1.979	12.00%	\$3.300 - \$3.339	29.00%	\$4.660 - \$4.699	46.00%
\$1.980 - \$2.019	12.50%	\$3.340 - \$3.379	29.50%	\$4.700 - \$4.739	46.50%
\$2.020 - \$2.059	13.00%	\$3.380 - \$3.419	30.00%	\$4.740 - \$4.779	47.00%
\$2.060 - \$2.099	13.50%	\$3.420 - \$3.459	30.50%	\$4.780 - \$4.819	47.50%
\$2.100 - \$2.139	14.00%	\$3.460 - \$3.499	31.00%	\$4.820 - \$4.859	48.00%
\$2.140 - \$2.179	14.50%	\$3.500 - \$3.539	31.50%	\$4.860 - \$4.899	48.50%
\$2.180 - \$2.219	15.00%	\$3.540 - \$3.579	32.00%	\$4.900 - \$4.939	49.00%
\$2.220 - \$2.259	15.50%	\$3.580 - \$3.619	32.50%	\$4.940 - \$4.979	49.50%
\$2.260 - \$2.299	16.00%	\$3.620 - \$3.659	33.00%	\$4.980 - \$5.019	50.00%
\$2.300 - \$2.339	16.50%	\$3.660 - \$3.699	33.50%	\$5.020 - \$5.059	50.50%
\$2.340 - \$2.379	17.00%	\$3.700 - \$3.739	34.00%	\$5.060 - \$5.099	51.00%

Percent Surcharge will increase in 0.5% increments for every \$0.04 increase in the DOE index should it exceed the table above.