



DIRECT EXPEDITE LLC GROUND EXPEDITE SERVICE GUARANTEE AGREEMENT

Remedies provided for in this Item are the sole and exclusive remedies for any claims resulting from failure to meet the scheduled delivery commitment arising under Expedited Services. In no event shall DIRECT EXPEDITE LLC, or any utilized service provider be liable for any economic loss or any special, incidental, or consequential damages of any nature whatsoever resulting from failure to meet a delivery schedule. Fees such as Fuel Surcharges, Declared Value (Released Value) charges, and any and all other accessorial service fees are not subject to any refund or adjustment. At its sole discretion, DIRECT EXPEDITE LLC reserves the right to make a compromise in the event of conflicting findings.

1. Provisions of the Guarantee. (Applicable Only When Guaranteed Service is Purchased Prior to Pick up (rate is 30% of quoted pickup, line-haul and delivery charges) and words "GUARANTEED DELIVERY" are contained in DIRECT EXPEDITE LLC Rate Agreement provided to and signed by the customer responsible for payment). If an initial delivery occurs more than (a) four (4) hours after the time agreed upon, a refund or credit will be processed for 25% of the total per-mile rate for all loaded miles traveled (or of the minimum charge in the event of a minimum charge shipment), or (b) eight (8) hours after the time agreed upon, a refund or credit will be processed for 50% of the total per mile rate for all loaded miles traveled (or of the minimum charge in the event of a minimum charge shipment) unless:
 - a) The failure to meet the scheduled delivery commitment is caused or contributed to by events beyond DIRECT EXPEDITE LLC's or the actual transporting carrier's control including, but not limited to, acts of God; acts or omissions of public authority; riots, strikes or labor disputes, including those of third parties; government regulations; orders or requirements; disruption in ground transportation as a result of weather or other causes; acts of public enemies or acts of terrorism; disruption or failure of communications or information systems; or acts or omissions of Shipper, Consignee or Owner of goods or any person or entity other than DIRECT EXPEDITE LLC or the actual transporting carrier. In such cases Customer will be responsible for all charges without any reduction.
 - b) The actual transporting carrier attempts delivery by the scheduled delivery commitment but is unable to complete delivery due to exceptions caused by Shipper, Consignee or any other third party, the full contractual charges shall be due to DIRECT EXPEDITE LLC without any reduction. Exceptions generally include, but are not limited to, shipments where the Shipper or Consignee delays or refused delivery for any reason.
 - c) The shipment does not meet the description of the shipment contained in the contract, the shipment is not available for pickup at the agreed upon time or if any of the other exclusions provided for in 4 below are applicable.
 - d) Any shipment, or portion thereof, which through no fault of DIRECT EXPEDITE LLC or any actual transporting carrier requires or involves a re-delivery. Service Guarantee Filing Process. No automatic invoice adjustments or refunds will occur. No deductions or offsets will be permitted with respect to transportation charges owed to DIRECT EXPEDITE LLC without DIRECT EXPEDITE's prior written consent in each shipment-specific instance. Customer must request a refund for Carrier's failure to meet

the scheduled delivery date by submitting a written request to DIRECT EXPEDITE. Customer's complete and accurate request must be submitted within fifteen (15) calendar days from the date of delivery. If written request is received after the applicable 15 day period, no Service Guarantee shall be offered.

2. Refunds and Credits. If DIRECT EXPEDITE LLC determines that Customer is entitled to a refund or credit, such refund or credit will be issued to the contract-designated payor-debtor only. If the Customer has paid the invoice, a refund for the applicable transportation charges will be issued unless it is determined that the account has unpaid past due invoices. In instances where past due invoices exist, DIRECT EXPEDITE LLC will call the Customer to obtain consent to apply the refund to the Customer's past due account balance. If the Customer has not paid the invoice, DIRECT EXPEDITE LLC will credit the customer's account and issue an invoice itemizing the amount of the credit to indicate the amount of the charges that remain due after the credit is applied for the specific service failure. No refunds or credits will be issued to third parties and/or agencies.

3. Exclusions. Service Guarantee does not apply to the following shipments:

- a) Originating from or destined to Mexico
- b) Requiring delivery on a holiday or weekend (both national and local holidays)
- c) Shipment / cargo not properly packaged or labeled by the Shipper
- d) Containing hazardous materials that are incompatible with other items on the trailer or improper packaging
- e) Delayed due to missing, incomplete or inaccurate documentation
- f) Requiring delivery to residences (i.e., private residences, apartment complexes, dormitories, businesses located at a private residence, farm or ranch)
- g) Requiring delivery to limited access delivery locations, including, but not limited to, individual (mini) storage units, churches, schools, commercial establishments not open to the walk-in public during normal business hours, construction sites, fairs or carnivals, prisons, military base/installations and mine sites
- h) Requiring "protect from freezing" service
- i) Requiring special equipment for delivery, including fork lift, crane or other mechanical devices
- j) Requiring liftgate services
- k) Shipments held for consolidation
- l) Shipments that are dock pickup or will call
- m) Involving spotted delivery trailers or Consignee unload
- n) Involving Shipper or Consignee caused delay
- o) Held for inspection or detained by governmental regulation or mandate
- p) For appointments set for a date beyond the scheduled service date
- q) Paid by a third-party payment service or logistics service company
- r) Paid by Customers that have waived the right to submit filings under Service Guarantee as part of the Customers' contract
- s) If the failure to meet the scheduled delivery date is caused by events beyond DIRECT EXPEDITE LLC's and/or the actual transporting carrier's control, including, but not limited to, acts of God; acts or omissions of public authority; riots, strikes or labor disputes, including those of third parties; government regulations, orders or requirements; disruption in ground transportation as a result of weather or other causes; acts of public enemies or acts of terrorism; disruption or failure of communications or information systems; or acts or omissions of Shipper, Consignee or Owner of goods or any person or entity other than DIRECT EXPEDITE LLC or the actual transporting carrier.

5. Service Guarantee does not cover shipments delivered damaged. Customer must utilize DIRECT EXPEDITE LLC's claims process to file claims for damaged items. Service Guarantee does, however,

cover the transportation charges associated with damaged items delivered beyond the scheduled delivery date.

6. These terms and conditions shall control in the event they directly conflict with the provisions contained in any applicable contract or other applicable tariff or Service Guide item.

7. DIRECT EXPEDITE LLC reserves the right to modify, suspend or cancel Service Guarantee, at its sole discretion, at any time without prior notice. DIRECT EXPEDITE LLC will provide notice of any amendment, suspension or cancellation via its applicable company website, which shall be the controlling version of the program's terms and conditions. Should the Service Guarantee be suspended, there are no other remedies offered or implied for service failures.



Dale Prax
President & CEO
DIRECT EXPEDITE, LLC

Signature

Name and Title

Company Name