

891 ROADRUNNER GUARANTEE

- 1) **Rate:** Charges for Roadrunner Guaranteed service shall be the customer's normal LTL pricing, plus a 25% upcharge of the net linehaul charges for that shipment (i.e. excluding accessorials and fuel surcharge), subject to a minimum upcharge of \$75.00 per shipment.
- 2) **Claim Procedure:** In the event the shipment for which Roadrunner Guaranteed service is provided, where the shipment is not delivered by the scheduled delivery commitment, and subject to certain exceptions set forth below, Roadrunner will void 100% of freight charges for that shipment. In the event a shipment is in transit during a holiday, the standard delivery date shown on Carrier's website transit time calculator based on the day of pickup does not apply (contact Customer Service for revised delivery dates). Claims for failure to meet service standards must be submitted within 15 calendar days of the agreed-upon delivery date by email to roadrunnerguaranteed@rrts.com. Claims filed after the passage of 15 calendar days under this Roadrunner Guarantee service are extinguished and will be denied. The claim submission email must include the pro number of the shipment in question, claimant's company name and contact information along with a description of the service failure.
- 3) **Upcharge Exclusion:** Carrier will void only the additional Roadrunner Guaranteed charges in the event of:
 - a) Only a portion of the shipment fails to be delivered;
 - b) The shipment contains overlength articles as described in Item 670;
 - c) Events beyond Carrier's control, including, but not limited to, act 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 Carrier; or
 - d) If Carrier attempts delivery by the scheduled delivery commitment, but is unable to do so, primarily due to causes beyond Carrier's control and are not caused by Customer, Consignee or Consignor.
- 4) **Direct Points:** Roadrunner Guaranteed is only applicable to LTL shipments between eligible direct service points. Roadrunner Guaranteed will not apply when the pickup and/or delivery is made by agents or interline partners.
- 5) **Pickup Window:** Shipment must be picked up by Carrier no later than 5:00 PM local time to qualify. The scheduled delivery commitment is based on the date the pickup actually occurs and not on the date that the pickup was scheduled to occur (i.e. Does not cover missed pick-ups). If shipment is made available after 5:00 PM local time and is accepted by Carrier, one additional day of transit will be added to the otherwise published transit time.
- 6) **Delivery Window:** Carrier guarantees to make shipment available for delivery by end of day (11:59 PM local time) on or before the date published on Carrier's website. The consignee/receiver must be open and willing to accept shipment delivery up to 5:00 PM local time. After 5:00 PM local time, the delivery shall be considered late only if the consignee's receiving department is closed.
- 7) **Delivery Obligation:** If Carrier attempts delivery by the scheduled delivery commitment, but is unable to complete delivery due to exceptions caused by Shipper or Consignee, the normal LTL charges plus the 25% upcharge shall be due to Carrier. Exceptions generally include, but are not limited to, shipments where the Shipper or Consignee delays, refuses delivery for any reason, or is unable to grant a timely appointment.
- 8) **Damaged, Short or Partial:** Roadrunner Guaranteed does not alter the Roadrunner cargo claims process for shipments delivered damaged or short/partial deliveries. Customer must utilize Carrier's claims process to file claims for all cargo claims, including but not limited to claims for damages to cargo or short/partial deliveries. Roadrunner Guaranteed does, however, cover the transportation charges associated with damaged items delivered beyond the scheduled delivery date, or short/partial deliveries if Carrier fails to deliver at least one item out of the shipments by the scheduled delivery date, as otherwise set forth in this item 891.

(Item 891 Continued)

9) The following shipments are not eligible for Roadrunner Guaranteed service:

- Blackout periods as may be listed on Carrier's website
- Blind shipments
- Carpeting or linoleum, non-palletized, NMFC 70500
- COD shipments
- Container Freight Stations and Customs Warehouses
- Dropped trailers for consignee unloading
- Food or grocery warehouse deliveries
- Freezable Protection and Temperature Controlled shipments
- Government facilities
- Extra labor
- Hazardous materials
- Holiday and/or weekend pickups or deliveries
- Impractical operations
- Lost or damaged shipments
- Missing, incomplete or inaccurate shipping documentation
- Non-business hours deliveries
- Notification prior to delivery
- Remote non-zip delivery points
- Rural delivery points as defined by Carrier's website
- Shipments held for consignee instructions
- Shipments held for consolidation
- Shipments held for pickup at Carrier's dock
- Shipments requiring sorting and segregating service
- Special Equipment Deliveries (excluding Liftgate, which is eligible)
- Shipments with co-loading restrictions identified on BOL
- Trade show, convention center, exhibit center deliveries
- Unpalletized freight
- U.S. domestic island pickups or deliveries
- Volume / spot quote

10) Carrier reserves the right to cancel, suspend, or modify Roadrunner Guaranteed service (or change the guaranteed time in transit) for any service(s), and for any period of time, as determined by Carrier in its sole and unlimited discretion, and without prior notice.