PUBLIX 100 RULES TARIFF

THIS RULES TARIFF APPLIES TO ALL INTRASTATE, INTERSTATE, AND FOREIGN COMMERCE

EFFECTIVE OCTOBER 1, 2023

This Tariff publication contains an explanation of the conditions of carriage that apply to all services provided by Publix Super Markets, Inc. d/b/a Publix ("Publix"). The term "Customer" in this Tariff means the shipper; receiver; customer; broker hiring Publix to transport goods; freight forwarder hiring Publix to transport goods; or third-party payor of the transportation services provided by Publix.

Item Preface

The information contained in this Tariff or as subsequently revised, and any rates or charges contained herein, and/or rates and information in computerized data format, are the sole property of Publix. All rates and quotes are subject to periodic revisions, increases, and restructuring.

Scope

The ITEMS set forth in this Tariff shall apply to all shipments transported by Publix regardless of the origin or destination.

ITEM 1.0 Publix's Liability for Cargo Loss and Damage Claims and Limitations of Liability

A. Publix will assume liability for cargo loss and damage claims under the federal laws applicable to common carriage in effect on the date of the shipment, including specifically 49 U.S.C. 14706 (the Carmack Amendment). Consistent therewith, Publix shall not be liable for any loss or damage to a shipment or for any delay caused by an act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of the Customer.

B. Unless otherwise detailed in ITEM 6.0, Publix's liability for cargo loss and damage begins upon signing the receipt or bill of lading for cargo it receives for transportation and terminates upon delivery of the cargo at destination. Publix assumes no liability for cargo loss or damage while at the facility of the Customer, consignee, consignor, or other party designated to receive the cargo.

C. In no event shall Publix be liable for special, incidental, or consequential damages that relate to loss, damage, or delay to a shipment whether foreseeable, disclosed or not. Likewise, in no event shall Publix be liable for punitive or exemplary damages that relate to loss, damage, or delay to a shipment.

D. In no event shall Publix be liable for cargo loss or damage where Publix was prohibited or prevented from inspecting or accurately counting such goods, regardless of whether the bill of lading is marked "Shipper Load and Count," "Said to Contain," "SLC," or "STC," by (i) an act of the shipper which denies Publix a reasonable opportunity to witness the loading and make an accurate count or conduct a reasonable inspection of the goods, or (ii) the manner in which goods are stacked and/or wrapped within each pallet denies Publix a reasonable opportunity to make an accurate count or conduct a reasonable inspection of the goods.

E. Subject to reasonable requests, Publix agrees to accept, transport, and deliver with reasonable dispatch such cargo as the Customer may tender to Publix for transportation. However, Publix shall not be responsible for any damages, direct, indirect or consequential, which are the result of delays in delivery.

F. Publix will investigate and dispose of cargo loss and damage claims under common Publix provisions as set forth in 49 C.F.R. Part 370. The following documents are required to properly support a cargo claim:

1. The original bill of lading covering the shipment (or bond of indemnity, in lieu thereof).
2. Proof of payment for Publix's freight bill.
3. Vendor invoice for the goods shipped, including the full price paid after any discounts or deductions.
4. If discounted, a copy of the bill of sale or sale receipt.
5. If the cargo claim involves product to be transported at a specific temperature or within a range of temperatures, proof of the cargo's pulped temperature upon loading and upon unloading.
6. If the cargo claim involves cargo subject to United States Department of Agriculture ("USDA") rules, regulations, codes, or guidelines, a USDA inspection report.
7. Copies of request for inspection, waiver of inspection by Publix, inspection reports, if made.
8. Other documents when appropriate: photographs, in-transit temperature reports, impact records, condemnation certificates, dumping certificates, laboratory analysis, quality control reports, package certifications, loading diagrams, weight certificates, affidavits, loading and unloading tallies, etc.

G. All claims for loss or damage must be filed with Publix in writing within nine (9) months from the date of delivery, or in the absence of a scheduled delivery date, the filing period shall begin after a reasonable time has elapsed for non-delivery. Claims that are not filed within the prescribed times shall be barred and not paid.

H. Civil lawsuits for cargo claims shall be instituted against Publix no later than two (2) years and one (1) day from the date when written notice is given by Publix to the claimant that it has disallowed the claim or any part or parts of the claim specified in such notice. Where claims are not filed or lawsuits instituted thereon in accordance with the foregoing provisions, Publix shall not be liable and such cargo claims will not be paid.

I. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of Publix from the charges owed to Publix unless authorized in writing by Publix. If Customer fails to produce evidence of payment of all freight charges, any and all claims shall be subject to being summarily denied.

J. Customer shall, at its cost and expense, comply with all applicable federal, state, local, and international laws, rules, and regulations pertaining to its shipments and shall be responsible for all costs, liabilities, delays, fines, and expenses caused by, resulting from, or otherwise associated with any noncompliance by Customer or Customer's shipments with any such laws, rules, or regulations. Customer shall also be responsible for Publix's charges pertaining to any services by Publix at Customer's request for compliance with any such laws, rules, or regulations.

ITEM 2.0 Bill of Lading – Contract Terms and Conditions

Unless otherwise agreed to in writing in advance of carriage, contract terms shall be those as indicated on Publix's bill of lading or in the "Straight bill of lading" in effect on the date shipment was tendered to Publix. Only Publix officials or personnel authorized to do so by Publix are empowered to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and

conditions. Drivers employed or hired by Publix are among those excluded from the category of authorized Publix personnel. Where a bill of lading, other than the Straight bill of lading or Publix's bill of lading, issued by the Customer is signed for by Publix's driver or other unauthorized person(s), that signature only acknowledges receipt of the freight and identifies the intent to deliver. It is not a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the Customer will not constitute an implied acceptance by Publix.

ITEM 2.1 Bill of Lading – Liability and Penalties

Publix will not be responsible for any liability provided on bills of lading except as otherwise provided in this Tariff. Publix will not be responsible for any penalties, late fees, or any other similar charges regardless if shown on original bills of lading.

ITEM 3.0 General Limitations on Liability

All rates are subject to the provisions in this ITEM on general limitations of liability, unless Publix and Customer have agreed otherwise in writing. This ITEM explains the liability limits and conditions established by Publix for all shipments handled.

A. Publix shall be liable for loss or damage to any shipment while in the possession, custody, or control of Publix to the extent provided herein.

B. Customer releases the value of the cargo shipped to the amount specified below ("Released Value"), unless the Customer has followed the procedures described in this Tariff to declare a greater value.

C. If a shipment requires more than one vehicle to transport the cargo, such as is the case with an overflow shipment, the Released Value will apply to the entire shipment.

D. The Released Value for loss of or physical damage to the cargo shall be the lesser of the following:

   1. the invoice value of the lading, or in the absence of an invoice, wholesale destination value;
   2. the cost of replacement or repair of the lost or damaged cargo; or
   3. the lowest limited liability amount specified in the Bill of Lading or any applicable contract governing the shipment;

   but in no event shall Publix be liable for cargo loss or damage more than:

   $100,000 per shipment

   Where the Released Value of a shipment is less than the value of the cargo, in addition to stating the declared value on the Bill of Lading, Customer must notify Publix in writing of the declared value prior to loading. It is Customer's responsibility to notify Publix of any shipment value greater than the Released Value and to inquire as to Publix's increased rates and/or insurance coverage for the difference between the Released Value and the shipment value.

E. If the Customer notifies Publix of a declared value greater than the Released Value, Publix reserves the right to refuse to transport any shipment of such goods if it deems, in its sole opinion, that it is unable to furnish suitable equipment to safely transport a shipment of such declared value or for any other considered reason.

F. If Publix accepts a shipment with a declared value in excess of the Released Value:

   1. The Customer must provide Publix with prior written notice of the declared value of the shipment;
   2. The Customer must agree in writing the maximum declared value of the shipment;

3. Publix may assess a high value shipment charge of $75.00 per $100 of declared value beyond the Released Value, in addition to any other applicable charges; and
4. Publix's liability for loss or damage to the shipment shall not exceed the maximum declared value of the shipment or the actual value of the shipment, whichever is lesser.

ITEM 4.0 Arrival Notice and Undelivered Freight

Actual tender of delivery at receiver's place constitutes the notice of the arrival of a shipment. If the shipment is not actually tendered for delivery, notice of arrival will be given to the receiver and/or Customer not later than the next business day following the arrival of the shipment. The notice will be given by telephone, if convenient and practicable; otherwise by mail, email, fax, or courier. In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 A.M. on the first business day after it was mailed. Delivery notifications required to be provided prior to arrival under this Item shall be subject to a charge of $10.00 per notification.

ITEM 4.1 Storage Charges for Undelivered Freight

Undelivered shipments will be subject to applicable storage or detention storages. In no event shall Publix be obligated to store cargo on behalf of Customer. Customer agrees to indemnify, defend, and hold Publix harmless for any storage or detention charges imposed on Publix. On such undelivered shipments, disposition instructions printed on the bill of lading, freight tender, shipping order, or other shipping document or disposition instructions issued prior to tender of delivery will not be accepted as an authority to reship, return, or reconsign a shipment, or to limit storage liability. However, if a request is received to transport the freight to another location after the shipment has been tendered for delivery and refused by the consignee, the shipment will be assessed a redelivery charge equal to the local applicable rate of transit.

ITEM 5.0 Cargo Liability to Damage Other Cargo or Equipment

Publix is not obligated to receive any hazardous materials or cargo liable to impregnate or otherwise damage other cargo or Publix's equipment. Such cargo may be accepted and signed for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

Any commodity, not limited to hazardous materials, not properly described as being harmful to other cargo, not limited to food products, liability of the effected cargo will be with the Customer and not with Publix.

ITEM 6.0 Shipper Load or Receiver Unload

In lieu of pickup or delivery service and when convenient for Customer and Publix, Customer may load/unload Publix's trailers or vehicles.

A. SHIPPER LOAD: When prearranged, Publix will spot or drop trailers at that shipper's loading facility so the shipper may load the trailer(s) or vehicle(s) at its convenience. Any discrepancy on those shipments tendered under the Shipper Load and Count arrangement will be handled in the following manner unless a separate agreement is already established and signed in place:
    1. At pick-up, the bill or lading will include an "SL&C" notation, indicating the shipper counted and loaded the shipment without the driver present. The shipper will properly block and brace the freight. Any failure to note "SL&C," or similar notation, on the bill of lading will not affect the liabilities of the parties, if the Shipper has in fact performed the counting and loading without a representative from Publix.
    2. Publix will notify the shipper's representative by fax or email of any exceptions within 24 hours of first unloading of the trailer. This will not include weekends or holidays. Publix cannot be liable for uncountable palletized orders, picked up and delivered with wrap intact.
    3. Publix will accept liability, in accordance with ITEMS 1.0 & 3.0, for any loss or damage to cargo that has been properly reported unless the loss or damage is one of a concealed nature or

the shortage is within a wrapped pallet that was delivered intact. In this respect, any claim following will be settled based on the findings of the investigation.

4. All special services will be agreed to in writing prior to shipment. Publix will not be obligated to take on any special service required to get freight onto a trailer unless agreed to in writing by Publix.
5. Customer or shipper, as applicable, will defend, indemnify, and hold Publix harmless from any and all claims (including costs and attorney's fees) made against Publix for bodily injury or property damage that occurs as a result of any negligence or other failure to load cargo on Publix's trailer properly.

B. RECEIVER UNLOAD: Publix will drop or spot trailers or vehicles at the receiver's facility so the receiver may unload the trailers or vehicles. Any discrepancy on those shipments tendered, as receiver unload will be handled in the following manner unless a separate agreement is already established and signed in place:

1. Publix agrees to spot or drop trailers or vehicles at receiver's place of business for the purpose of receiver to complete the unloading process within normal free time or otherwise agreed to in writing.
2. Receiver will not use Publix's equipment for any use other than the express purpose of unloading.
3. When the receiver fails to report to Publix that equipment is empty and available to Publix for removal, it will be subject to detention charges.
4. Other than normal wear and tear or an act of God, while in the receiver's physical possession will be the liability of the consignee for any and all damages or loss occurring to Publix's equipment. The receiver will promptly reimburse Publix for the cost of repairing or replacing such equipment.
5. A "Receiver Unload" statement, or other similar notation, shall be listed on the delivery receipt, indicating that the receiver unloaded the shipments without the driver present. The failure to note "Receiver Unload" on the delivery receipts will not affect the liabilities of the parties, if the receiver has in fact performed the unloading without a driver present.
6. Publix will provide sealed trailers with Publix's seal number documented for security purposes. However, failure to seal a shipment will not affect the terms and conditions outlined in this ITEM.
7. Delivery receipts will be signed by the receiver at time the trailer is dropped for unloading, or if not operationally feasible, will be available to Publix no more than 24 hours after delivery.
8. The receiver agrees to notify Publix by fax or email on a mutually approved form of any exceptions within 24 hours of the trailer being dropped. This will not include weekends or holidays. Publix shall not be liable for exceptions reported after 24 hours of trailer being dropped.
9. Notice of any exception is to be faxed or emailed on the mutually approved form to the attention of the local terminal's OS&D associate.
10. Publix shall only be responsible for handling units as signed for and tendered by shipper. Individual item numbers, carton numbers, and purchase order number shortages shall not be deemed shortages against Publix when the handling unit count matches the amount signed for at time of pick up, or as applicable, properly reported as received on a shipper Load and Count trailer, regardless of whether the BOL is marked as "SL&C."

11. Publix will accept liability for any loss or damage to cargo, in accordance with ITEMS 1.0 & 3.0, that has been properly reported unless the loss or damage is one of a concealed nature or the shortage is within a wrapped pallet that was delivered intact. In this respect, any claim following will be settled based on the findings of the investigation.
12. Shipments tendered to the receiver to be unloaded at their convenience are to be secured by the receiver in a manner to prevent theft. Publix will not be held responsible for stolen cargo while in the possession of the receiver.

ITEM 7.0 Detention

A. For purposes of detention of vehicles with power units under ITEM 7.1, free time at each pickup and delivery location for loading and/or unloading of vehicles, as applicable, with power units and drivers shall be equal to:

1. 30 Minutes: If the cargo to be loaded or unloaded is less than or equal to 10,000 lbs;
2. 60 Minutes: If the cargo to be loaded or unloaded is greater than 10,000 lbs but less than or equal to 20,000 lbs;
3. 90 Minutes: If the cargo to be loaded or unloaded is greater than 20,000 lbs but less than or equal to 30,000 lbs; and
4. 120 Minutes: If the cargo to be loaded or unloaded is greater than 30,000 lbs.

B. For purposes of detention of vehicles without power units under ITEM 7.2, Publix shall allow 5 hours of free time both for loading and unloading of spotted trailers. Such time shall commence from the time the trailer is spotted or from the time the trailer was requested to be spotted, whichever is later, but Saturdays, Sundays, or holidays shall not be included in the calculation of free time. Where Publix spots trailer equipment for Customer's loading convenience, no free time shall be allotted for detention of power equipment and detention shall begin at the agreed time of arrival or at the time of actual arrival, whichever is later.

ITEM 7.1 Detention – Vehicles with Power Units

A. This Item applies on shipments when the Publix's vehicles with driver and power units are delayed or detained beyond the free time provided for herein at time of delivery to the consignee or at time of pick-up at the consignor's place of business when such delay is not the fault of Publix.

B. Charges for detention will be charged to the Customer and/or consignee in the case of unloading and to the Customer and/or consignor in the case of loading.

C. When computing time, the beginning time shall be the time the driver notifies the Customer or consignee of driver's arrival and that the trailer is available for loading or unloading, as the case may be, but in no case shall time commence prior to the time of any appointment or the actual time of the driver's arrival, whichever is first.

D. When computing detention charges, all non-working time shall be excluded.

E. If, at the end of the business day, unloading has not been completed and cannot be completed that day, Publix may, at its discretion:

1. Return to Publix's terminal with any freight has not been unloaded, but Publix shall return the following day with the balance of the freight at the commencement of Customer's or consignee's work day, whichever is available at the site for unloading; or,
2. Spot trailer at Customer's or consignee's location and return the following day, and further, the trailer will be subject to charges for detention without power pursuant to ITEM 7.2 beginning immediately upon spotting of the trailer; and,
3. In either case, any unused free time from the first day will continue into the second day, charges to commence when all free time has expired.

F. If a vehicle is both unloaded and reloaded, each transaction will be considered separately and free time shall apply to each separately.

G. When delay occurs beyond free time, the charge for detention shall be $85.00 for the first hour, followed by a charge of $21.25 for each 15 minutes (minimum charge $85.00) with a maximum charge for each 24-hour period of $850.00. Upon expiration of this 10-hour detention period, in addition to the maximum charge for detention hereunder, Customer shall be liable for any and all layover charges incurred under ITEM 7.1.H.

H. Where a delay occurs and the driver must wait more than 10 hours beyond the free time, the driver is deemed to have "laid over." A layover charge of $600.00 will be recorded beginning upon the expiration of the 10-hour detention period, with such layover charge applying to each 24-hour period after the expiration of the 10-hour detention period. Such layover amount shall not be prorated.

I. Publix shall give Customer or consignee the opportunity of signing the detention records and the Customer or consignee is to make any corrections to these records at the time. If Customer or consignee refuses to sign these records, Publix's records will govern.

ITEM 7.2 Detention – Vehicles without Power Units

A. This Item applies when Publix spots a trailer at the facilities of the Customer or consignee for the loading or unloading of shipments upon the request of Customer, but neither this Item nor detention under any other term or condition shall apply if the Publix spots the trailer for Publix's convenience with or without the authorization of shipper or consignee.

B. Time shall commence with the spotting of the trailer and shall end when Publix is notified by the Customer or consignee that the trailer is available for removal from the premises of the Customer or consignee.

C. If a trailer is both unloaded and reloaded, an additional 1 hour free time shall be allowed.

D. After expiration of free time as provided herein, charges for delaying the trailer beyond free time shall be $50 per 24 hour period, plus a repositioning cost of the local applicable rate per mile, until mileage computed from the point of dispatch to the location of the federal, state or local facility where the original equipment is detained subject to a $75 minimum.

ITEM 7.3 Detention – Damage to Equipment

Where Publix's equipment is spotted for the Customer's convenience at the point of origin or for the consignee's convenience at the point of destination, the Customer and consignee will be responsible for the

care and custody of said equipment while in their respective possession and shall return same, ordinary wear and tear excepted. Failure of the Customer, consignee, or their respective agents and spotting service to note trailer damage at time of tender shall be *prima facie* evidence that same was spotted in good condition. Customer and/or consignee shall be liable for the repair cost to any equipment damaged while spotted at their facility. Such damage shall be noted by Publix personnel at time of pickup and invoices for repairs shall be accompanied by supporting documents. The repair cost of any such damaged equipment shall include detention charges at the rates detailed herein for the time such trailer is being repaired.

ITEM 8.0 Authority of Publix Company Personnel

Only Publix officials or personnel expressly authorized to do so by Publix have authority to enter into agreements; alter existing agreements; approve rates or pricing; approve deviations from published, contractual, or agreed rates or pricing; approve adjustments to freight bills or invoices; or take any other action to bind Publix to contractual terms and conditions. Expressly authorized officials are Publix personnel with the title of Director, Vice President, or any higher title. Terminal managers, drivers, contractors, sales personnel, and other personnel without the title of Director, Vice President, or any higher title are not authorized personnel.

The terms of this Tariff or contracts issued, agreed to, or published by Publix supersede any and all written, verbal, or other agreements made by unauthorized or authorized personnel and may not be modified except by written amendment approved by Publix.

ITEM 9.0 Additional License, Permit Fees, and Inbound Permits

Whenever any additional license or permits are required, such as but not limited to, foreign commerce, or customs fees, the charges for same shall be added to the freight invoice and paid by Customer, regardless of whether Publix has received advanced notice of such charges.

ITEM 9.1 Special size or weight permits

Costs special size or weight permits, and related costs, shall be in addition to published freight charges which are otherwise agreed to in writing. Customer shall pay the cost of any size, weight or special permit cost, together with such applicable related costs, incurred in the transportation of an over-dimensional shipment, with all such charges and applicable related costs not included in the freight quote, and which are in excess of the estimated cost. Such related costs may include charges for route surveys and pilot car services.

ITEM 10.0 Vehicle Furnished But Not Used

When a vehicle is requested and dispatched, but due to no fault of Publix is not used, a charge of $250.00 for a solo operator and $450.00 for a team operator shall be assessed in addition to mileage charges from the point of origin to the location of the vehicle at the point where it is recalled or redirected.

ITEM 11.0 Reconsignment or Diversion

Shipments may be diverted or reconsigned upon instructions from Customer, and Publix's applicable mileage rates from point of original destination to reconsignment destination will be applied and added to the original shipment mileage charges. An additional charge of $25.00 will be applied if driver has already left origin loading point when diversion occurs.

ITEM 12.0 Out-of-Route/Circuitous Miles

When out-of-route miles for stops-in-transit exceed the total miles on point-to-point rates, all out-of-route / circuitous miles will be billed at the applicable rate.

ITEM 13.0 Stop Off Charges – Pickup and Split Pickup

For shipments with multiple pickup locations, where pickups are requested in route, the free time allowed for each stop shall be in accordance with ITEM 7.0. In the event multiple pickups are requested on a single shipment, the first pickup will be made without additional charge, but every additional pickup will be subject to a charge of $50.00 per such pickup.

During a Split-Pickup, except as otherwise detailed in this Item, the free time allowed for the Split-Pickup shall be in accordance with ITEM 7.0. However, for purposes of Detention of Vehicles with Power Units under ITEM 7.1 only, a Split-Pickup shall be considered a single pickup, and therefore, free time shall begin at the first pickup location of the Split-Pickup with detention time accruing until loading of the vehicle at the second pickup location of the Split-Pickup is complete. A Split-Pickup means a Customer shipment that includes (i) no more than 2 pickups, (ii) pickups that are within a thirty (30) mile air radius, and (iii) are scheduled and available for pickup on the same calendar day. The second pickup location of a Split-Pickup will be subject to a charge of $75.00.

ITEM 13.1 Stop Off Charges – Delivery

For shipments with multiple delivery locations, where stop-offs or deliveries are requested in route, the free time allowed for each stop shall be in accordance with ITEM 7.0. In the event multiple deliveries are requested on a single shipment, the first delivery will be made without additional charge, but every additional stop-off or delivery will be subject to a charge of $50.00 per such stop-off or delivery.

ITEM 14.0 Fuel Surcharge

Publix's fuel surcharge will be effective each Tuesday based on the U.S. DOE base diesel price from the previous day's (Monday's) U.S. DOE average (except where Monday is a holiday, the adjustment will be made Wednesday based off of Tuesday's U.S. DOE average). Fuel surcharge is applied based on the date of Pick-up.

A. The following fuel surcharge shall apply to all less-than-truckload shipments tendered to Publix. This fuel surcharge will terminate when the U.S. DOE fuel price index is less than $2.00 per gallon.

LTL - FUEL SURCHARGE

U.S. DOE AVERAGE -DIESEL FUEL AVERAGE		FUEL SURCHARGE %		U.S. DOE AVERAGE -DIESEL FUEL AVERAGE		FUEL SURCHARGE %
$2.000	$2.049	11.90%		$3.550	$3.599	31.28%
$2.050	$2.099	12.53%		$3.600	$3.649	31.90%
$2.100	$2.149	13.15%		$3.650	$3.699	32.53%
$2.150	$2.199	13.78%		$3.700	$3.749	33.15%
$2.200	$2.249	14.40%		$3.750	$3.799	33.78%
$2.250	$2.299	15.03%		$3.800	$3.849	34.40%
$2.300	$2.349	15.65%		$3.850	$3.899	35.03%
$2.350	$2.399	16.28%		$3.900	$3.949	35.65%
$2.400	$2.449	16.90%		$3.950	$3.999	36.28%
$2.450	$2.499	17.53%		$4.000	$4.049	36.90%

$2.500	$2.549	18.15%
$2.550	$2.599	18.78%
$2.600	$2.649	19.40%
$2.650	$2.699	20.03%
$2.700	$2.749	20.65%
$2.750	$2.799	21.28%
$2.800	$2.849	21.90%
$2.850	$2.899	22.53%
$2.900	$2.949	23.15%
$2.950	$2.999	23.78%
$3.000	$3.049	24.40%
$3.050	$3.099	25.03%
$3.100	$3.149	25.65%
$3.150	$3.199	26.28%
$3.200	$3.249	26.90%
$3.250	$3.299	27.53%
$3.300	$3.349	28.15%
$3.350	$3.399	28.78%
$3.400	$3.449	29.40%
$3.450	$3.499	30.03%
$3.500	$3.549	30.65%

$4.050	$4.099	37.53%
$4.100	$4.149	38.15%
$4.150	$4.199	38.78%
$4.200	$4.249	39.40%
$4.250	$4.299	40.03%
$4.300	$4.349	40.65%
$4.350	$4.399	41.28%
$4.400	$4.449	41.90%
$4.450	$4.499	42.53%
$4.500	$4.549	43.15%
$4.550	$4.599	43.78%
$4.600	$4.649	44.40%
$4.650	$4.699	45.03%
$4.700	$4.749	45.65%
$4.750	$4.799	46.28%
$4.800	$4.849	46.90%
$4.850	$4.899	47.53%
$4.900	$4.949	48.15%
$4.950	$4.999	48.78%
$5.000	$5.049	49.40%

B. The following fuel surcharge shall apply to all full truckload shipments tendered to Publix. This fuel surcharge will terminate when the U.S. DOE fuel price index is less than $1.26 per gallon.

TL - FUEL SURCHARGE

U.S. DOE AVERAGE -DIESEL FUEL AVERAGE		FUEL SURCHARGE CPM:
$ 1.26	$ 1.30	$0.01
$ 1.31	$ 1.35	$0.02
$ 1.36	$ 1.40	$0.03
$ 1.41	$ 1.45	$0.04
$ 1.46	$ 1.50	$0.05
$ 1.51	$ 1.55	$0.06
$ 1.56	$ 1.60	$0.07
$ 1.61	$ 1.65	$0.08
$ 1.66	$ 1.70	$0.09
$ 1.71	$ 1.75	$0.10
$ 1.76	$ 1.80	$0.11
$ 1.81	$ 1.85	$0.12

U.S. DOE AVERAGE - DIESEL FUEL AVERAGE		FUEL SURCHARGE CPM:
$ 2.71	$ 2.75	$0.30
$ 2.76	$ 2.80	$0.31
$ 2.81	$ 2.85	$0.32
$ 2.86	$ 2.90	$0.33
$ 2.91	$ 2.95	$0.34
$ 2.96	$ 3.00	$0.35
$ 3.01	$ 3.05	$0.36
$ 3.06	$ 3.10	$0.37
$ 3.11	$ 3.15	$0.38
$ 3.16	$ 3.20	$0.39
$ 3.21	$ 3.25	$0.40
$ 3.26	$ 3.30	$0.41

$ 1.86	$ 1.90	$0.13	$ 3.31	$ 3.35	$0.42
$ 1.91	$ 1.95	$0.14	$ 3.36	$ 3.40	$0.43
$ 1.96	$ 2.00	$0.15	$ 3.41	$ 3.45	$0.44
$ 2.01	$ 2.05	$0.16	$ 3.46	$ 3.50	$0.45
$ 2.06	$ 2.10	$0.17	$ 3.51	$ 3.55	$0.46
$ 2.11	$ 2.15	$0.18	$ 3.56	$ 3.60	$0.47
$ 2.16	$ 2.20	$0.19	$ 3.61	$ 3.65	$0.48
$ 2.21	$ 2.25	$0.20	$ 3.66	$ 3.70	$0.49
$ 2.26	$ 2.30	$0.21	$ 3.71	$ 3.75	$0.50
$ 2.31	$ 2.35	$0.22	$ 3.76	$ 3.80	$0.51
$ 2.36	$ 2.40	$0.23	$ 3.81	$ 3.85	$0.52
$ 2.41	$ 2.45	$0.24	$ 3.86	$ 3.90	$0.53
$ 2.46	$ 2.50	$0.25	$ 3.91	$ 3.95	$0.54
$ 2.51	$ 2.55	$0.26	$ 3.96	$ 4.00	$0.55
$ 2.56	$ 2.60	$0.27	$ 4.01	$ 4.05	$0.56
$ 2.61	$ 2.65	$0.28	$ 4.06	$ 4.10	$0.57
$ 2.66	$ 2.70	$0.29	$ 4.11	$ 4.15	$0.58

ITEM 15.0 Impractical Operations

Nothing in this Tariff shall require the Publix to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of Publix to operate vehicles because of:

A. The condition of roads, streets, driveways, alleys, or approaches thereto;

B. Inadequate loading or unloading facilities;

C. Restricted access to cargo;

D. Inability to safely move cargo; or

E. Riots, acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.

ITEM 16.0 Inside Pickup and Delivery and Limited Access Locations

A. When requested by shipper or consignee, and Publix's operating conditions permit, Publix may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions of the Publix's equipment, including from inside locations.

B. Services provide under this Item will be assessed a charge of $8.50 per cwt, subject to a minimum charge of $85.00. Services requested or required under this Item will be assessed a charge.

C. In addition to the charges of A. and B. in this Item, when shipper or consignee requests Publix to pick up or deliver freight at a location with Limited Access, such service will be subject to a charge of no less than $100.00. Such Limited Access locations included, but are not limited to, Construction Sites, Fairs, Carnivals, Military Bases, Schools, Prisons, Churches, Piers,

Wharfs, Airports, Hotels, Resorts, Country Clubs, Ports, Marinas, and Casinos. When shipper or consignee requests Publix to pick up or deliver freight to a Limited Access location such as a Convention and/or Expo Center, such service will be subject to a charge of $250.00.

ITEM 17.0 Saturdays, Sundays, Holidays, or After Business Hours Pickup or Delivery

A. When shipper or consignee requests Publix to pick up or deliver freight after business hours or requests Publix to pick up or deliver equipment after business hours, such service will be subject to a charge of $100.00 per such pickup or delivery. Such charges shall be in addition to all other applicable charges. Business hours are set as 4:00 a.m. to 5:59 p.m. local time of the applicable pick up or delivery location.

B. When shipper or consignee requests Publix to pick up or deliver freight on Saturdays, Sundays, or Holidays or requests Publix to pick up or deliver equipment, either empty or containing freight, on Saturdays, Sundays or Holidays, such service will be subject to a charge of $250.00 per such pickup or delivery. Such charges shall be in addition to all other applicable charges.

C. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the Publix before pickup or delivery will be made.

ITEM 18.0 Multi-Temperature Service

Where Publix is required or requested to provide multi-temperature services by the Customer or shipper on any shipment, a charge equal to 17% of the applicable linehaul rate shall be added to the freight invoice and paid by Customer. This multi-temperature charge shall be subject to a minimum amount of $75 and is in addition to any applicable fuel surcharge amounts.

ITEM 19.0 Lift Gate Service

Where Publix is required or requested to hand unload off truck, employ mechanical loading devices, including hydraulic lifting or lowering devices, to accomplish pick up or delivery of the goods to or from Publix's vehicle, an additional charge of $100.00 will be assessed. Publix is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicles. If multiple deliveries or pick-ups are performed at one time, the charge will apply individually to each individual pickup or delivery. Lift gate service does not obligate Publix to unload freight. Publix will transfer freight to the top of the lift gate or off of the trailer, at which time delivery is complete. If equipment is used, consignee must unload freight. Publix will not be liable for damage occurring during unloading after delivery is complete, even if Publix's driver unloads or assists with unloading.

ITEM 20.0 Blind Shipments

A blind shipment is a shipment where a party other than the consignor or consignee listed on the bill of lading is paying the freight charges and requests Publix to transport the freight to a different consignee than the consignee indicated on the bill of lading and/or requests Publix change consignor's name on the bill of lading upon pickup and prior to delivery. In the event Publix is determines, in its sole and absolute discretion, that Customer has the legal right and authority to divert the shipment, a charge of $50.00 shall apply for this service. Customer shall indemnify and hold Publix harmless from any claim arising from or related to Customer's failure to maintain such actual legal right or authority. A blind shipment may require changing just the consignor's name or information, the consignee's name or information, or both. While Publix shall make a diligent effort to execute a request for a blind shipment, it shall not be liable or responsible if such service is not performed, and Publix shall have no confidentiality obligations hereunder.

ITEM 21.0 Capacity Loads

Where Publix is requested to provide transportation services for a Capacity Load, Publix shall be entitled to (i) reject tender of the shipment or (ii) in addition to all other applicable rates, fees, and charges, charge a Capacity Load Charge equal to the greater of $500 or the then current truckload rate for such transportation as determined in Publix's sole and absolute discretion.

A Capacity Load means:

A. When the exclusive use of a trailer is requested by the Customer or its agent, or

B. When, due to insufficient packaging or due to the nature of the cargo loaded in the trailer, the cargo precludes loading with other cargo, or

C. That the quantity of freight, which because of unusual shape or dimensions, or because of necessity, or segregation from other freight, requires the full capacity of trailer; or

D. That the quantity of freight which, in the manner loaded, so fills a trailer that no additional article, in that shipping form tendered, identical in size to the largest article in the shipment, can be loaded in the trailer regardless of whether another article is tendered for loading as part of the same shipment; or

E. That the quantity of freight greater than or equal to 20,000 pounds, regardless of linear feet or cubic capacity taken up; or

F. That the quantity of freight which, in the manner loaded, so fills 16 linear feet or greater of the trailer.

ITEM 22.0 Out-of-Network Services

Additional services, not included in the original freight quote provided by Publix that are Out of Network, but required to accomplish delivery of a shipment, shall be rated at the transactional rate provided by the Out of Network provider for that shipment. This charge is in addition to the actual freight charges, and subject to a minimum charge of $500.

ITEM 23.0 Advance Charges

In the event Publix, in its sole and absolute discretion, advances any charges through use of an EFS Check which are incidental to the transportation of this shipment, such as loading, unloading, restacking, pallets, warehousing, cold storage, or any other transportation related charges, a $10.00 per EFS Check shall apply.

ITEM 24.0 Assumption of Joint and Several Liability of Shipper and Consignee

In consideration for transportation services performed by Publix for the mutual benefit of the shipper and consignee under the terms of this Tariff, Customer, shipper, and consignee shall assume joint and several liability for all freight charges accrued with regard to such transportation. At Publix's discretion, credit may be extended to Customer for a period of thirty (30) calendar days, beginning on the day following the date of mailing of the freight bill by Publix, including Saturdays, Sundays, and holidays (Net 30 Payment Terms). In the event that freight bills are not paid by the Customer, shipper, or the consignee, payment for such charges may be sought from any party or all parties. Shipper and consignee shall have express notice of the existence of such joint and several liability through the service of a copy of this Tariff upon duly authorized representatives of the shipper and consignee.

Failure to make payment of freight charges due to Publix for services performed within thirty (30) calendar days of Publix's presentation of the freight bill will result in a late payment service charge of $30.00 per freight bill plus interest up the to maximum rate as permitted by applicable law and any and all reasonable

collection and attorneys' fees incurred by Publix to collect any past due amounts under any freight bill. Further, in the event a check issued for payment of Publix's freight bill, or to cover any other charges or expenses related the services performed by Publix, and the check is returned unpaid due to insufficient funds, a stop payment order, or any other reason, an additional service charge of $50.00 per check or the maximum amount permitted by applicable law will be assessed.

ITEM 25.0 Electronic Communications

Customer acknowledges and agrees that, following Publix's presentation of this Tariff (whether in hard copy or by electronic means), regardless of Customer's execution of the same, Customer and any shipment tendered hereunder to Publix for transport shall be fully subject to all the terms and conditions of this Tariff, as may be modified from time to time in accordance with ITEM 26.0 below. Electronic notice of this Tariff may be provided through direct email correspondence, either as an attachment or via a hyperlink to https://corporate.publix.com/-/media/documents/publix-business-connection/publix-transportation-supplier/publix-100-rules-tariff.pdf, the internet location of the Tariff, with such link present within some portion of the email, which may include within the body of the email or within a signature block.

ITEM 26.0 Modification of the Tariff

Publix reserves the right to modify and amend this Tariff at any time, with or without notice. Upon any modification or amendment, Publix will update the Tariff. Any modifications made to the Tariff shall have immediate effect, and a Customers continued tender of shipments to Publix shall constitute an acknowledgement and acceptance of such modification. It is Customer's responsibility to revisit the Tariff at https://corporate.publix.com/-/media/documents/publix-business-connection/publix-transportation-supplier/publix-100-rules-tariff.pdf periodically to stay aware of any changes thereto. Publix will endeavor to notify the Customer of any changes by email but will not be liable for any failure to do so.

TENDERING SHIPMENTS TO/CONDUCTING ANY BUSINESS WITH PUBLIX FOLLOWING NOTICE OF THESE TERMS AND CONDITIONS SHALL CONSTITUTE YOUR ACCEPTANCE OF SAME.

FURTHER, THESE TERMS AND CONDITIONS MAY BE MODIFIED BY PUBLIX IN ITS SOLE DISCRETION AT ANY TIME. ELECTRONIC NOTICE TO YOU OF SAID MODIFICATION(S) AND YOUR CONTINUED BUSINESS WITH PUBLIX THEREAFTER SHALL OPERATE AS YOUR CONSENT TO THE UPDATED TERMS AND CONDITIONS.