



BLACK & GOLD GUARANTEE

**IT'S ON TIME OR IT'S
FREE!**

We guarantee your LTL shipments into
specific lanes for a nominal fee.

For more information please contact your territory
manager or customer service:

www.customco.com

**THE
CUSTOM****COMPANIES, INC.**

THE FULL SERVICE TRANSPORTATION COMPANY.



ITEM 880 - EXPEDITED SERVICE

CUSTOM is not bound to transport freight in any particular vehicle in time for any particular market or delivery time other than to transport merchandise with reasonable dispatch, unless shipper contacts CUSTOM's Pricing Manager and obtains written confirmation regarding the particular vehicle that shall be used for the transportation, the particular time the shipment shall arrive in a particular market and a quote number for such shipment and the quote number is displayed in the appropriate manner on the Shipping Document at the time of pick-up. Unless shipper makes arrangements for team drivers or special relays, shipper understands that truckload shipments will be transported from origin to destination by a single driver in accordance with federal and state hours of service regulations.

ITEM 881 - CUSTOM BLACK AND GOLD GUARANTEED SERVICE PROVISIONS

The following service is available upon request from the customer at the time of Quote, or Pickup and will be subject to the following Terms and Conditions:

1. Guaranteed Transit Time Standards are those that are published by The Custom Companies Inc. and are available through The Custom Companies Customer Service Department or online at www.customco.com
2. In Order to receive Custom Black and Gold Guaranteed Service, the Bill of Lading must clearly be marked Black and Gold Guarantee Service Requested in the body of the Bill of Lading in the section of the Bill of Lading showing Description of Articles . The consignor must also advise the Pickup Driver that they are requesting Black and Gold Guaranteed Service. Custom reserves the right to disqualify any shipment for Guaranteed Service if the specific requirements to qualify for Guaranteed Service are not strictly followed by the Consignor.
3. Black and Gold Guaranteed Service for any shipment must be requested prior to 3:30 PM and actually be picked up no later than 6:00 PM local time at the origin terminal time zone.
4. All Black and Gold Guaranteed Service shipments will be subject to an up-charge of 30% with minimum up-Charge of 30.00 for LTL and a minimum up-Charge \$12.00 for a local cartage move over the standard discounted charges published for the consignor (shipper).
5. In order to qualify for Black and Gold Guaranteed Service the shipment must be Prepaid or Third Party Bill To. Shipments that are designated Freight Collect or COD do not qualify for Black and Gold Guaranteed Service.
6. Black and Gold Guaranteed Service is not available for shipments that require protective service, shipments that require special services including but not limited to, protect from freezing or temperature controlled shipments, appointment prior to delivery, In Bond Shipments, Hazardous Material, COD Shipments, Reconsigned Shipments, Inaccurate Address on Bill of Lading, or shipments with non business delivery addresses such as Residences, Learning Institutions, Churches, Construction Sites, Military Bases or Prisons and weekend or non business days.
7. If the consignee refuses the shipment for any reason on the scheduled delivery date the guaranteed service will be deemed to have been performed and the charges for the Guaranteed Black and Gold Service as well as the standard freight charges will be applicable
8. In the event that the Guaranteed Service shipment is not delivered on the day promised by 5:00PM the consignor has the right to file a claim with The Custom Companies Inc. for the full amount of the Freight Charges, including the up-charge for Guaranteed Service. The Custom Companies will issue a "Paid in Full" invoice to the consignor if it is determined that the shipment qualified for Black and Gold Service and Custom did not deliver the shipment within the guidelines of the Black and Gold Guaranteed Service Program. In order to receive Black and Gold Guaranteed Service refund, the account of the bill to party must be in current good standing with no invoice beyond approved payment terms.
9. Any shipment delayed due to an Act of God or conditions beyond Custom's control will be delivered as quickly as possible and any up-charges associated with that shipment will be abated. The shipment will be billed as a standard shipment and rated on the consignors published tariff rate and discount.
10. In the event that any of the provisions provided in ITEM 881 are in conflict with any contractual or other specific agreements with the consignor, the provisions of this ITEM 881 shall not be applicable.

The remedies and conditions set forth above shall be the only remedies allowable under any further claims filed against carrier.

11. Custom reserves the right to suspend or cancel the provisions of this ITEM 881 at any time without notice and at its sole discretion.

ITEM 885 - STORAGE

1. Freight held in CUSTOM's possession because of a request, an act or omission of the consignor, consignee or owner or for custom clearance or inspection will be considered stored immediately and subject to storage charges of one dollar and fifty cents (\$1.50) per hundred (100) pounds, or fifty dollars (\$50.00) per shipment whichever is greater.
2. Storage charges in the amount of one hundred dollars (\$100.00) on undelivered freight will begin at 7:00 A.M. on the first Business Day after notice of arrival has been given and storage charges will be increased by one dollar and fifty cents (\$1.50) per hundred (100) pounds, or twenty-five dollars (\$25.00) each succeeding calendar day, whichever is greater.
3. Storage charges in the amount of one hundred dollars (\$100.00) on freight awaiting line-haul transportation will begin at 7:00 A.M. the day after freight is received by CUSTOM and storage charges will be increased by twenty-five dollars (\$25.00) for each succeeding calendar day.
4. Such property may be kept in vehicle, warehouse, or place of business of CUSTOM subject to the tariff charge for storage and to CUSTOM's responsibility solely as warehouseman. Alternatively, at the option of CUSTOM, such property may be removed to and stored in a public or licensed warehouse at the point of delivery or at another available point, or if no such warehouse is available at the point of delivery or at another available point, then the property may be removed to and stored in another available storage facility at the owner's cost and held there without liability on the part of CUSTOM and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage in the event consignee cannot be found at the address given for delivery, then notice of the placing of such goods in warehouse shall be transmitted to the address given on the bill of lading for delivery and to any other address given on the bill of lading for notification, showing the warehouse in which the property has been placed subject to the provisions set forth herein.

