# CENTRAL STATES TRUCKING CO. dba FORWARD INTERMODAL HAZMAT SCHEDULE

Central States Trucking Co. dba Forward Intermodal ("FI") will accept for transportation certain limited hazardous materials, as so designated under 49 C.F.R. §§ 100-199 ("<u>Hazmat</u>"), subject to the terms, conditions, and limitations of this Hazmat Schedule (this "Schedule").

Any customer of FI tendering Hazmat shipments (each, "Customer") warrants that all Accepted Hazmat Shipments (as defined below) shall comply with this Schedule, all applicable Hazmat rules and regulations for the applicable type of service, and all other health, safety, and security regulations. All Accepted Hazmat Shipments shall be properly packaged, marked and labeled, and clearly identified. No Hazmat shall be tendered to FI for transportation, handling, or storage without prior written agreement of FI. Customer further warrants that it will provide FI with a current copy of the Safety Data Sheet ("SDS") for any and all Hazmat prior to tendering an Accepted Hazmat Shipment to FI for transportation.

Customer warrants that it shall comply with all supply chain security recommendations and guidelines issued by FI for the tendering of Accepted Hazmat Shipments by truck and, when relevant, for furtherance by air. Customer further warrants it shall not tender to FI any Hazmat shipment that is restricted for air transport under applicable Hazmat Rules and Regulations without first providing FI of written notice of such restriction.

FI reserves the right to refuse any shipment at point of acceptance that its representatives deem unacceptable for transit due to any security or safety concern. FI also reserves the right to open, inspect, and re-seal any cargo tendered by Customer without incurring any fine or liability. This right shall be exercised upon probable cause or as required by applicable safety and security regulations and requirements.

Customer agrees and warrants that it, the shipper, and/or the owner of the goods shall retake possession and properly dispose of Hazmat in compliance with all applicable state and federal laws in the event the goods are damaged, refused or abandoned while in the care of FI or any contracted carrier. In any event, Customer agrees to accept any such damaged shipment for proper disposal.

Customer shall indemnify, defend, and hold FI and its parent and affiliate companies, and their respective officers, directors, employees, agents, successors, and assigns (the "Indemnified Parties") harmless from any and all liability, loss, damage, fine, fee, cost, claim, or suit relating to or arising from breach of the warranties set forth in this Schedule, including, but not limited to, any fine or penalty relating to or arising from the mislabeling, placarding, or identification of Shipments of Hazmat tendered for subsequent transport by air. In addition, Customer shall indemnify, defend, and hold the Indemnified Parties harmless against all claims, liabilities, losses, fines, reasonable attorneys' fees and other expenses arising out of or related to the release, removal or treatment of Hazmat or other remedial action taken to the Hazmat under federal or state law, if (a) Customer fails to provide the notice required by this Schedule prior to tendering Hazmat to FI; (b) the contact, exposure, or release results from the improper packaging or loading, or other acts or omissions, of Customer, its employees, or agents; or (c) the contact, exposure, or release occurred subsequent to the transport of the Hazmat by FI.

#### **PROHIBITED HAZMAT SHIPMENTS**

Customer shall not tender shipments of the following nature (each, a "Prohibited Hazmat Shipment"):

- Human remains;
- Hazardous waste to include medical waste;
- All Nitrocellulose, with exception of "Nitrocellulose, membrane filters, 4.1, UN3270";
- Carbon black (not a hazardous material);
- PCB (Polychlorinated Biphenyls);
- Fireworks;
- Biohazards such as blood, urine, fluids and other noninfectious diagnostic specimens;
- Any Bulk Hazmat Packaging as defined in 49 CFR 171.8;
- Any materials defined as Hazmat as per 49 CFR Parts 100 to 185 to the countries of Canada or Mexico;
- Hazmat restricted from air transport;
- Hazardous waste;

- Unpacked or damaged lithium batteries and/or
- Other Prohibited Hazmat (as defined below).

Customer shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all claims for loss, damage or injury (whether to property or persons), suits, actions, causes of action, legal proceedings, and other liabilities of every kind and nature brought against any of the above-referenced indemnified parties arising from or relating to any Prohibited Hazmat Shipment tendered inadvertently or otherwise by Customer.

#### "Other Prohibited Hazmat" means:

## FI Prohibited Hazmat (Both LTL and TL)

## **Prohibited by Hazard Class**

Class	Name	Label Code / Label
1.1	Explosives	1.1 / Explosives 1.1
1.2	Explosives	1.2 / Explosives 1.2
1.3	Explosives	1.3 / Explosives 1.3
1.5	Explosives	1.5 / Explosives 1.5
2.1	Flammable Gas (Bulk Only, LPG, Methane)	2.1 / Flammable Gas
2.2	Non-Flammable Gas (Bulk Only, Zone A, ammonia)	2.2 / Non-Flammable Gas
2.3	Poisonous Gas	2.3 / Poisonous Gas
3	Flammable Liquids (Zones A & B)	3 / Flammable Liquid
4.3	Dangerous When Wet	4.3 / Dangerous When Wet
6.1	Poison / Inhalation Hazard	6.1 / Poison Inhalation Hazard
6.2	Infectious Substance	6.2 / Infectious Substance
7	Radioactive Material	7 / Radioactive Material
8	Corrosive (Zones A & B)	8 / Corrosive

# Additional "Other Prohibited Hazmat":

Notwithstanding anything in this Schedule to the contrary, "Other Prohibited Hazmat" includes Elevated Temperature Material, Infectious Waste, Marine Pollutants, and Hazardous Substance (Reportable Quantity).

# Other Prohibited Hazmat--Poisonous by Inhalation

Material Poisonous by Inhalation may include the following Classes or Sub-Classes 2.2, 2.3, 3, 5.1, 6.1, 8

Methane: A shipment of compressed or refrigerated liquefied methane or liquefied natural gas or other liquefied gas with a methane content of at least 85% in a bulk packaging having a capacity equal to or greater than 119 gallons. *Prohibited Hazmat Tanks or Containers by Volume* 

Other Prohibited Hazmat--Tanks or Containers by Volume

Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons.

## **ACCEPTED HAZMAT SHIPMENTS**

FI will accept shipments of Hazmat of the following nature (each, an "Accepted Hazmat Shipment"):

• Dry Ice: Packages containing dry ice (carbon dioxide, solid) as a refrigerant (cooling agent), are accepted into the FI system and are not considered Hazmat for ground transportation. However, it may be considered Hazmat when

moving internationally or via an airline as it may require supporting documents that state it is Hazmat. In this case documentation must move with the freight and appropriate charges may apply. Packages containing dry ice (carbon dioxide, solid) as a refrigerant (cooling agent) that would be used to control the temperature of another Hazmat are forbidden from transport within the FI system.

- Lighters or Lighter Refills: FI does not permit the use of the exception (49 C.F.R. § 173.308) for lighters or lighter refills. To be transported in the FI system, these devices must be fully declared and require shipping papers, proper packaging, marking, and labeling.
- Other Accepted Hazmat: As defined below.

# FI (LTL) Accepted Hazmat

# Accepted by Hazard Class, Non-Bulk Only

Class	Name	Label Code / Label
1.4	Explosives	1.4 / Explosives
1.6	Explosives Extremely Insensitive	1.6 / Explosives Extremely Insensitive
2.1	Flammable Gas	2.1 / Flammable Gas
2.2*	Non-Flammable Gas	2.2 / Non-Flammable Gas
3*	Flammable Liquids	3 / Flammable Liquids
COM LIQ	Combustible Liquids	
4.1	Flammable Solids	4.1 / Flammable Solids
4.2	Spontaneously Combustible	4.2 / Spontaneously Combustible
5.1*	Oxidizer	5.1 / Oxidizer
5.2	Organic Peroxide	5.2 / Organic Peroxide
8*	Corrosive	8 / Corrosive
9	Miscellaneous Hazmat	9 / Class 9
ORM-D	Other Regulated Material	ORM-D

<sup>\*</sup> Except for Hazmat Poisonous by Inhalation

[This Schedule continues on the following page.]

<sup>&</sup>quot;Other Accepted Hazmat" means:

# FI (TL) Accepted Hazmat

Accepted by Hazard Class, Non-Bulk Only

Class	Name	Label Code / Label
1.4	Explosives	1.4 / Explosives
1.6	Explosives Extremely Insensitive	1.6 / Explosives Extremely Insensitive
2.1	Flammable Gas	2.1 / Flammable Gas
2.2*	Non-Flammable Gas	2.2 / Non-Flammable Gas
3*	Flammable Liquids	3 / Flammable Liquids
COM LIQ	Combustible Liquids	
4.1	Flammable Solids	4.1 / Flammable Solids
4.2	Spontaneously Combustible	4.2 / Spontaneously Combustible
5.1*	Oxidizer	5.1 / Oxidizer
5.2	Organic Peroxide	5.2 / Organic Peroxide
8*	Corrosive	8 / Corrosive
9	Miscellaneous Hazardous Material	9 / Class 9
ORM-D	Other Regulated Material	ORM-D

<sup>\*</sup> Except for Hazmat Poisonous by Inhalation

#### HAZMAT PROCESSING AND REQUIREMENTS

An Accepted Hazmat Shipment tendered to FI must be accompanied by a minimum of two copies of Customer-prepared shipping papers, executed in accordance with 49 C.F.R. § 172. All Accepted Hazmat Shipments offered and prepared under a DOT Special Permit (DOT-SP) must provide two copies of such Special Permit. All Accepted Hazmat Shipments must be packaged and limited to the material and quantities authorized by FI and meeting all current requirements of 49 C.F.R. Parts 100 to 185 for shipping Hazmat by Domestic Ground Transportation.

If an Accepted Hazmat Shipment is refused at tender or by consignee due to leaking or damage, the Accepted Hazmat Shipment will be held at the location that first identified the leak or damage. The location identifying the leak or damage must notify the proper FI representative to ensure Customer is notified of the issue with the Accepted Hazmat Shipment. FI will not ship any Accepted Hazmat Shipments that show signs of leaking or damage.

FI requires orientation markings on all Accepted Hazmat Shipments of liquid Hazmat. All orientation markings and other precaution/instruction labels shall be followed during the handling and shipping process.

FI reserves the right to refuse any shipment at point of acceptance that its representatives deem to be a prohibited Hazmat Shipment or to be unacceptable for transit due to any security or safety concern.

All Accepted Hazmat Shipments must be properly classified, described, packaged, marked, labeled, and in proper condition for transportation according to applicable DOT regulations and FI requirements. All Accepted Hazmat Shipments must be accompanied by the required paperwork (including the required SDS), but FI will not ship any Hazmat Shipment with only the SDS. Accepted Hazmat Shipments and paperwork shall be inspected by FI to identify leaks, damage, paperwork and labels to ensure accuracy and compliance. All Accepted Hazmat Shipments will not be transported if not free from damage and in full compliance with DOT regulations and FI requirements.

(2/16/22)