

QWEST SHIPPING MANUAL

Introduction. OVERVIEW:

This “Qwest Shipping Manual” contains instructions that are made a part of the Agreement between Customer and Supplier and pertains to all orders delivered to Customer’s destinations. All Products shall be shipped to Customer under the Terms of Sale, Freight Terms and Incoterms agreed to and by the route and method of transportation specified by Customer’s “Qwest Transportation Routing Guide” (made a part to this “Qwest Shipping Manual”) or by Customer’s Shipment Management Center or Transportation Operations Department. Please note that this “Qwest Shipping Manual” applies only to Customer’s “Furnish Only (FO)”, “Engineered and Furnish (E&F)” Orders or to Product/Material Orders and does not apply to any “Engineered, Furnish and Install (EF&I)” Orders or “Furnish and Install (F&I)” Orders.

Section A. COMPLIANCE WITH INSTRUCTIONS:

Sections A. through J. contain all shipping instructions for Customer’s U.S. locations. These terms and conditions cannot be altered, changed or varied, without written consent from Customer. **Deviations from these instructions without prior written approval from the Customer’s Strategic Sourcing Manager or the Customer’s Shipment Management Center (SMC) or Transportation Operations Department will result in the enforcement of Customer’s “Charge-back Policy” and the issuance of “charge-backs” which will be billed to the Supplier or deducted from Supplier’s invoices to Customer.**

Compliance by the Supplier to the Terms of Sale, Freight Terms and transportation instructions will be audited by Customer on a monthly or quarterly basis. All invoices will also be subject to examination (both the Supplier’s product invoices and collect freight invoices) by Customer’s Transportation and Shipment Compliance Team. The following Supplier Compliance items will be assessed and determined:

1. Did the Supplier ship via the Terms of Sale, Freight Terms and transportation instructions required and requested?
2. Did the Supplier not bill Customer for transportation on the product invoice?
3. Did the Supplier follow all of the provisions of the “Qwest Shipping Manual” properly?

Should the Customer’s Transportation and Shipment Compliance Team find any non-compliant by Supplier, they will take the following steps:

1. Advise and review with the Supplier and the Customer’s responsible Strategic Sourcing Manager of any non-compliance to Customer’s transportation/shipping instructions and contractual requirements.
2. Request a written explanation for the non-compliance and a written action plan from the Supplier to remedy any substantial non-compliance.
3. Review the Customer’s non-compliance “Charge-back Policy” with the Supplier.
4. Advise the Supplier of any actual charge-back amount(s) to billed to Supplier or taken as credits on the Supplier’s futures invoice(s).

Customer’s Transportation and Shipment Compliance Team and responsible Strategic Sourcing Manager will then follow-up regularly with Supplier to ensure corrective action is taking place, non-compliance is being resolved and Suppliers actions on these matters is included in regular Supplier’s performance reviews and in Supplier’s Performance Score Cards. Should Customer’s Transportation and Shipment Compliance Team and responsible Strategic Sourcing Manager determine Supplier is grossly out of compliance and/or will not take action to quickly correct any non-compliance, the Customer may exercise contractual right to terminate Agreement.

Section B. TERMS OF SALE AND FREIGHT TERMS:

1. U.S. Originating Orders to U.S. Destinations:
All Products shall be shipped to Customer under the Terms of Sale and Freight Terms of “FOB Origin, Freight Collect.”

DEFINITIONS:

TERM OF SALE - FOB ORIGIN:

Title passes at Supplier's dock when shipment passes onto Customer’s transportation carrier.

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FREIGHT TERM - FREIGHT COLLECT:

Customer controls the selection/management of and payment to the transportation carrier. All transportation charges will be billed "collect" to Customer or to Customer's designated Third Party Account number(s).

SUPPLIER'S OBLIGATION UNDER FOB ORIGIN, FREIGHT COLLECT TERMS: Supplier prepares shipment per Customer's contractual requirements and tenders Customer's shipment to Customer's transportation carrier or Customer's transportation management partner.

CUSTOMER'S OBLIGATION UNDER FOB ORIGIN, FREIGHT COLLECT TERMS: Customer owns the goods from the Supplier's dock and while in transit to Customer's facility. Customer has risk of damage or loss. Customer pays for the cost of transportation (freight, any insurance) and is billed directly by Customer's transportation carrier. Customer controls the selection/management of and payment to the transportation carrier. Customer also files any claims for loss/damage with the transportation carrier.

2. International Originating Orders to U.S. Destinations:

- a) All Products shall be shipped to Customer under the Terms of Sale and Freight Terms specified by the following Incoterms 2000, as published by the International Chamber of Commerce:

Air Freight Shipments:

FCA Named Carrier/Forwarder, (named airport and country)

Ocean Freight Shipments:

FCA Named Carrier/Forwarder, (named ocean port and country)

Motor Freight Shipments (Canada and Mexico origins only):

FCA Shipper's Dock

DEFINITIONS:

FCA - FREE CARRIER (... named place):

"Free Carrier" means that the seller fulfills his obligation to deliver when he has handed over the goods, cleared for export, into the charge of the carrier named by the buyer at the named place or point. If no precise point is indicated by the buyer, the seller may choose within the place or range stipulated where the carrier shall take the goods into his charge. When, according to commercial practice, the seller's assistance is required in making the contract with the carrier (such as in rail or air transport), the seller may act at the buyer's risk and expense. This term may be used for any mode of transport, including multi-modal transport. "Carrier" means any person who, in a contract of carriage, undertakes to perform or to procure the performance of carriage by rail, road, sea, air, inland waterway or by a combination of such modes. If the buyer instructs the seller to deliver the cargo to a person, e.g. a freight forwarder ("Forwarder") who is not a "Carrier", the seller is deemed to have fulfilled his obligation to deliver the goods when they are in the custody of that person or company. Title passes when Supplier delivers shipment to Customer's "Named Carrier/Forwarder" at "named airport and country free and clear of any delivery exceptions.

- b) Supplier agrees to bear any applicable transportation, insurance, documentation or export costs associated with its obligation to clear the goods for export and deliver them into the charge of the carrier named by the Customer at the Customer's designated delivery point (per the aforementioned Incoterms 2000, as published by the International Chamber of Commerce).

3. U.S., Canada, and Mexico Originating Orders to International Destinations:

- a) All Products shall be shipped to Customer under the Terms of Sale and Freight Terms specified by the following Incoterms 2000, as published by the International Chamber of Commerce:

Air Freight and Ocean Freight Shipments:

FCA Shipper's Dock

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b) Supplier agrees to bear any applicable documentation or export costs associated with its obligation to clear the goods for export and tender them to the carrier named by the Customer at the Supplier's dock (per the aforementioned Incoterms 2000, as published by the International Chamber of Commerce).

4. International Originating Orders to International Destinations:

All Products shall be shipped to Customer under the Terms of Sale and Freight Terms specified by the following Incoterms 2000, as published by the International Chamber of Commerce:

Air Freight, Motor Freight and Ocean Freight Shipments:
Delivery Duty Paid (DDP)

DEFINITIONS:

DELIVERY DUTY PAID (DDP):

"Delivered duty paid" means that the seller fulfills his obligation to deliver when the goods have been made available at the named place in the country of importation. The seller has to bear the risks and costs, including duties, taxes and other charges of delivering the goods thereto, cleared for importation. This term may be used irrespective of the mode of transport.

Section C. BILL OF LADING PREPARATION:

1. The following information is required on all Bills of Lading, in any shipping manifest system (so that this information will reside on the manifest system's shipping label), and on all invoices:
 - a) Customer's Purchase Order number(s);
 - b) Customer's Shipment or Load Number for authorization (if required by Customer's Shipment Management Center)
2. Description of Articles:
 - a) U.S. Originating Orders to U.S. Destinations: The description of articles must conform to the National Motor Freight Classification (NMFC). If the Product(s) being shipped are classified under COMMON LANGUAGE Equipment Codes (CLEI Codes) established by Telcordia Technologies, Inc. (GR-485-CORE), then Supplier shall also utilize the associated equipment description for that CLEI Code(s). Note: In any case, a clear description of the Product(s) being shipped is necessary so that any party reading the Bill of Lading and invoice would be able to recognize the freight belonging to the shipment.
 - b) International Orders: The description of articles and product(s) freight classification must conform to the Harmonized Tariff System (HTS). If the Product(s) being shipped are classified under COMMON LANGUAGE Equipment Codes (CLEI Codes) established by Telcordia Technologies, Inc. (GR-485-CORE), then Supplier shall also utilize the associated equipment description for that CLEI Code(s). Note: In any case, a clear description of the Product(s) being shipped is necessary so that any party reading the Bill of Lading and invoice would be able to recognize the freight belonging to the shipment.
3. Declared Value/Insurance: Release to actual replacement cost (only specifically if required or requested by Customer). Do not declare a value or request insurance unless specifically requested by customer. If customer does request, declare value or insurance release only to actual replacement cost.
4. Zip/Postal Codes: Origin and destination addresses must include zip/postal codes on the Bill of Lading.
5. Shipments:
 - a) All packages or containers shipping on a single carrier and on a single service level from one origin, addressed to the same company and same destination and that ship the same day must be consolidated into a single shipment and onto one Bill of Lading.
 - b) Misdirected shipments will be reshipped to the correct destination at Supplier's cost and Customer is entitled to deduct from Supplier's invoices any costs incurred by Customer as a result.
7. Any parcel shipment, ground or air service, must be prepared and shipped using a "Package Level Detail" compliant shipping manifest system or method.
8. Bill of Lading must show Qwest or a Qwest affiliate company as either consignee or as third party bill to. If shown as consignee, bill of lading must be marked freight collect.
9. **Noncompliance charge-back for "BILL OF LADING AND INVOICE PREPARATION" instructions will be \$50.00 per missing item of information.**

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Section D. PACKING AND MARKINGS REQUIREMENTS:

1. Marking:

Packages and containers shall be marked in accordance with Telecommunications Industry Form (TCIF) standards unless otherwise noted in this document. Supplier shall utilize the following guidelines and requirements of Customer in packing Product(s):

- a) Bill of Lading or transportation carrier Tracking number must be clearly visible on the outside of each shipping carton or on the master shipping carton;
- b) Packing List(s) must be clearly pouched and visible on the outside of each shipping carton or on the master shipping carton (also see item 7 below entitled "Packing List Requirements");
- c) Shipping carton must have shipping label prepared and clearly affixed in accordance with Shipping Manual instructions in Section D, items number 8 and 9;
- d) Purchase Order and item number must be clearly visible on the outside of each shipping carton;
- e) All Product containers shall be labeled, at a minimum, with Customer Purchase / Job Order / Project Number(s), Part Number(s) (PID No.), quantity, CLEI codes (if applicable) and Product description(s);
- f) Recommended size for package labels is 3" wide by 3" long and contains the minimum barcode fields;
- g) Date sensitive material noted on outside of container as required;
- h) Case quantity noted on case lots;
- i) Box quantity noted on each box; (box 1 of X) and
- j) Hazardous Material shipments must be marked and packed in accordance with and be in compliance with all applicable international, foreign, federal, state and local requirements and industry standards (also see Section H below entitled "HAZARDOUS MATERIALS").

2. Multiple Order Shipments:

Purchase Orders shipping on a single carrier and on a single service level from one origin, addressed to the same company and same destination and that ship the same day must be consolidated into a single shipment and onto one Bill of Lading. Such multiple Purchase Orders in a single shipment will be referred to "Multiple Order Shipments".

- a) Multiple Order Shipments that are combined in master cartons, overpacks or on pallets must be clearly labeled as "MULTIPLE ORDER SHIPMENT" on the exterior of the shipping container(s);
- b) Multiple Order Shipments, when palletized or over-cartoned, must also be clearly labeled on the exterior of the palletized load with clear and highly visible markings or labels that state "CARRIER: DO NOT BREAK PALLET" (these marking and labels must clearly show that these instructions are for the transportation carrier only);
- c) In addition to the original Packing List on each carton, additional copies of all Packing Lists for each Purchase Order contained within a Multiple Order Shipments must be placed in a master Packing List pouch attached to the exterior of the final shipping container or final master shipping container;
- d) All Product containers that are included in Multiple Order Shipments shall be labeled, at a minimum, with Customer Purchase / Job Order / Project Number(s), Part Number(s) (PID No.), quantity, CLEI codes (if applicable) and Product description(s).

3. Product(s) shall be packaged by Supplier in packages, containers, reels or other enclosures or receptacles to ensure adequate protection against corrosion, static charge, discharge, deterioration and physical damage to ensure safe delivery.

4. U.S. Originating Orders to U.S. Destinations: All products are to be packaged in accordance with the packaging standards for the National Motor Freight Classification (NMFC) for the product(s) being shipped.

5. International Orders: All products are to be packaged in accordance with the Customer's instructions and accepted industry and international transportation standards.

6. Palletized Loads:

Palletized loads shall comply with the following requirements:

- a) Product(s) should be arranged and grouped to facilitate sorting at the storage point;
- b) Any reusable or expendable hardwood pallet may be used providing it permits forklift handling and has dimensions no greater than 48" X 48".
- c) Pallets must be in good condition, with no broken boards;
- d) If shipping on pallets, the Bill of Lading must also indicate the total number of cartons/pieces;
- e) The maximum height of cartons loaded on pallets shall not exceed 50" (unless mutually agreed);

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- f) If Product(s) is secured to pallet with strapping, then a minimum of two non-metallic straps is required and must be of sufficient quantity, width, and thickness to preclude failure during transit and handling;
- g) The use of stretch netting film (shrink wrap) to secure the load to the pallet is permitted; and
- h) Containers that are too large or heavy to be palletized shall be shipped in their own containers, crates, or whatever else Product(s) would be shipped in, and when practical shall be skidded to facilitate forklift handling.
- i) All Product containers that are included in Palletized loads shall be labeled, at a minimum, with Customer Purchase / Job Order / Project Number(s), Part Number(s) (PID No.), quantity, CLEI codes (if applicable) and Product description(s).

7. Packing List Requirements:

All Packing Lists must be attached to the outside of the package in which the product(s) are shipped. If multiple packages or pieces are included in a single shipment and individual Packing Lists are not placed on each package, then the Packing List(s) for that shipment must be placed on the master or lead package in the shipment (box 1 of X). The Packing List must contain:

- a) Customer's Purchase Order Number with any Suffix, Spec, Job Numbers, and/or Project Numbers;
- b) Customer's Purchase Order Line Item Numbers;
- c) Customer's Product Identification Numbers (PID) or Common Language Identification Codes (CLEI) if applicable;
- d) Customer Product Descriptions;
- e) Quantities Ordered;
- f) Quantities Shipped;
- g) Quantities Previously Shipped against the same Purchase Order Number;
- h) Quantities on Backorder;
- i) Units of Measure;
- j) Total weight of the Shipment;
- k) Transportation Carrier Name;
- l) Transportation Carrier Tracking Number; and
- m) Packing List Page Number (if multi-page Packing List)

8. Outer Shipping Container Label Requirements for Shipments to Crossdocks:

When instructed to ship to Customer's Crossdock, Supplier must correctly retrieve the "Ship To" (Crossdock) and "Final Destination" addresses from all orders received manually or via Electronic Data Interchange (EDI). Supplier must then accurately reflect that information on the Outer Shipping Container Label for each order in one of the two standard formats that is currently acceptable to Customer:

a) Standard One

Example A

SHIP TO:

Qwest/Yakima
C/O Mergenthaler Crossdock
5950 NE 122ND
Portland, OR 97230

Note: In this example, the final destination location identifier "Yakima" is imbedded in the first line of the ship to address.

Example B

SHIP TO:

Qwest/103rd
C/O Mergenthaler Crossdock
5950 NE 122ND
Portland, OR 97230

Note: In this example, the final destination location identifier "103rd" is imbedded in the first line of the ship to address.

b) Standard Two

SHIP TO:

Qwest/Roadrunner Crossdock
15 N 47TH Avenue

FINAL DESTINATION:

Qwest/Richard Smith
1301 North HWY 89

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Phoenix, AZ 85043

Prescott, AZ 86301

Note: In this example, the “Ship To” and “Final Destination” appear as separate addresses.

9. Outer Shipping Container Bar Code Label Requirements:
 - a) Customer has adopted the Telecommunications Industry Forum (TCIF) Standard, BCC-95-001, Issue 3, 10/95 as its standard for all shipping labels. All containers shipped by the Supplier must utilize the specifications described in the Telecommunications Industry Forum document, BCC-95-001, Issue 3, 10/95, Shipping and Receiving Transaction Bar Code Label Specifications.
 - b) These standards address the transaction label, which provides information for receiving shipments using bar code technology. The transaction labels should be affixed to final shipping containers, boxes, cartons, packages, pallets, cases, barrels, etc..
 - c) Multiple Order Shipments will require these TCIF bar coded shipping labels both on the exterior of the final shipping container(s) or final master shipping container and on all Product containers that are contained within the Multiple Order Shipment (utilizing the specifications described in the Telecommunications Industry Forum document, BCC-95-001, Issue 3, 10/95, Shipping and Receiving Transaction Bar Code Label Specifications).
 - d) Supplier is to coordinate with Customer’s Transportation and Shipment Compliance Team, in advance of commencement of shipping. Additional bar code item specifications will be provided by shipment compliance team, in the form of the Supplier Bar Code Introduction Packet.
 - e) These labeling requirements do not impact or affect any of Customer’s other labeling requirements (like those related to marketing or retail activity, such as UPC labels) and are pertinent to Transportation, Shipping and Distribution activity only.
10. Additional Shipping Containers And Packaging Requirements:
 - a) All circuit pack packages shipped to Customer by Supplier must comply with the requirements of Bellcore Generic Requirements GR-1421-CORE, Issue 1, dated June, 1994. Customer’s exceptions to the publication are noted below:
 - i) If Supplier’s package is transparent it must meet the external CLEI TM Code labeling requirements of Bellcore Document TR-ST5-000485. An over-pack is permissible to provide protection during shipping and handling.
 - ii) Packaging flammability requirements per Section 4.6 of Bellcore Generic Requirements GR-1421-CORE, Issue 1, dated June, 1994 are acceptable but not required.
 - iii) Supplier’s package should handle only one circuit pack at a time, but be capable of handling a variety of different sized circuit packs.
 - iv) Supplier’s package must be capable of carrying documentation per Section 4.10.4 of Bellcore Generic Requirements GR-1421-CORE, Issue 1, dated June, 1994.
11. **Noncompliance charge-back for “PACKING AND MARKING REQUIREMENTS” instructions will be \$50.00 per infraction.**

Section E. **TRANSPORTATION (FREIGHT) CHARGES:**

1. C.O.D. shipments will NOT be accepted.
2. Prepaid shipments will be accepted, but transportation charges will not be paid on product invoice
3. Bill of lading must show Qwest or Qwest affiliate company as either consignee or as third party bill to. If shown as consignee, bill of lading must be marked freight collect.
4. **Noncompliance charge-back for “TRANSPORTATION CHARGES” instructions will be \$50.00 per infraction.**

Section F. **PREMIUM/EXPEDITED SHIPMENTS:**

1. Collect Premium/Expedited (such as Air Express, Air Freight, Team Truckload, Exclusive Truck, Same Day Shipments, etc.) shipments will be NOT accepted without proper authorization from the Customer’s Procurement Purchasing departments or Customer’s Shipment Management Center or Transportation Operations Department.
2. Premium/Expedited Transportation Approval Process:
 - a) Premium/Expedited transportation services are specifically approved on Customer’s Purchase Order to Supplier.

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- b) Premium/Expedited transportation services are specifically approved, verbally or written, by Customer's Procurement Purchasing departments to Supplier.
 - c) Premium/Expedited transportation services are specifically approved, verbally or written, by Customer's Procurement Purchasing departments to the Shipment Management Center.
 - d) Should Supplier be at fault for failing to meet contracted ARO (After Receipt of Order) Intervals or other mutually agreed upon Order and delivery commitments with standard/ground transportation, and Supplier must utilize Premium/Expedited transportation to meet contract ARO Intervals or other mutually agreed upon Order and delivery commitments, then any such charges for Premium/Expedited transportation will be borne fully by the Supplier, with no "pass-through" of additional charges to the Customer.
3. **Noncompliance charge-back for "PREMIUM/EXPEDITED SHIPMENTS" instructions will be \$50.00 per infraction plus the full cost of transportation.**

Section G. SUPPLIER ROUTING INSTRUCTIONS:

- 1. Nothing herein shall be construed to alter or amend the Delivery schedule contained in any Order(s).
- 2. Transportation Routing for Customer's Collect or third party bill to Shipments: Follow the instructions from the "Qwest Transportation Routing Guide" (attached). If the specified carrier requested (or selected by the SMC) does not service Supplier's area direct, call the Customer's Shipment Management Center for an alternative carrier.

Noncompliance charge-back will be the full cost of transportation per infraction.

- 3. The "Qwest Transportation Routing Guide" requires Supplier to contact the Customer's Shipment Management Center for certain service requirements and shipment weights/sizes. The Shipment Management Center will provide all routing instructions and carrier dispatch for these shipments.
- 4. When contacting the Customer's Shipment Management Center (SMC) for routing instructions and carrier dispatch, Supplier is required to provide the SMC with all necessary information for the SMC to optimally route and dispatch transportation carriers to pick-up Supplier's products. Supplier is also required to provide the SMC with Customer's due date (on-job or required delivery date) if it has been provided by Customer.
- 5. Shipment overages, shipment of defective goods, unauthorized substitutions or shipments with non-transportation related concealed damages will be returned to Supplier.

Noncompliance charge-back: Such shipments will be re-consigned to point of origin at the Supplier's expense and the Supplier will be charged a handling fee of \$50.00 plus inbound and outbound transportation charges.

- 6. Shipment Consolidation:

Purchase Orders and shipments shipping on a single carrier and on a single service level from one origin, addressed to the same company and same destination and that ship the same day must be consolidated into a single shipment and onto one Bill of Lading.

NOTE: Items from differing Purchase Orders shall not be packaged in the same final box, carton or individual shipping container. However, multiple boxes, cartons or individual shipping containers that contain separate and individual Purchase Orders are to be combined into a single shipment and onto one Bill of Lading; palletizing and over-cartoning these multiple boxes, cartons or individual shipping containers is highly encouraged when combining these into a single shipment and onto one Bill of Lading.

Noncompliance charge-back per infraction will be the full cost of transportation, the difference in the Supplier's cost for transportation compared to the Customer's cost for transportation, and/or \$50.00.

- 7. Carrier Waiting Times: If Customer's shipments are not available for pick-up by Customer's designated transportation carrier within forty-five (45) minutes of the agreed upon pick-up time, then Supplier will be liable for any detention (waiting time) charges from the transportation carrier that are incurred by Customer.

Noncompliance charge-back: Any such charges will be deducted from Supplier's invoice(s).

Section H. HAZARDOUS MATERIALS:

- 1. Hazardous Material shipments must be marked and packed in accordance with and be in compliance with all applicable international, foreign, federal, state and local requirements and industry standards.
- 2. In connection with its shipments under this Agreement, Supplier will comply with all applicable provisions of the Hazardous Materials Transportation Act (49 USC 1801, et seq.), the Resource Conservation and Recovery Act (42 USC 6901, et seq.), the Toxic Substances Control Act of 1976 (15 USC 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 USC 9601 et seq.), the

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Occupational Safety and Health Act of 1970, the Clean Air Act, the Clean Water Act, and any other applicable federal, state and local laws, ordinances, rules, regulations, court orders, and governmental or regulatory agency orders governing Hazardous Materials or safety, including but not limited to state and federal motor carrier safety regulations, the DPT Hazardous Materials regulations and any regulations governing conveyance, packaging, marking, identification, storage, handling and/or disposition of Hazardous Materials, or governing any accidents or incidents involving Hazardous Materials, all as they may be amended or supplemented from time to time. Supplier shall furnish Customer with Material Safety Data Sheets that comply with laws and other environmental compliance data requested by Customer.

3. "Hazardous Materials" means any hazardous, radioactive, or toxic substance, material or waste defined or regulated as such in or under any environmental, health or safety law including without limitation, asbestos, and those hazardous materials, substances, and wastes defined as such by the United States Department of Transportation ("DOT"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") or the Nuclear Regulatory Commission ("NRC") through their enabling statutes, or regulations, orders or rules.
4. Supplier shall immediately remedy any noncompliance and indemnify and hold Customer harmless from any claims, liabilities and damages, including but not limited to attorneys' fees, costs of defense, clean up costs, response costs, costs of corrective action, costs of financial assurance, and/or natural resource damages, that may arise, or be imposed on, be incurred by, be asserted against or be sustained by Customer by reason of Supplier's failure to comply with this Section.
5. **Noncompliance charge-back for "HAZARDOUS MATERIALS" instructions will be \$50.00 per infraction.**

Section I. U.S. CUSTOMS CLEARANCE:

1. Customer or a broker representing the interests of Customer shall be responsible for U.S. Customs clearance and payment of U.S. import Tariffs for any import shipment into the U.S..
2. Shipments must include appropriate labeling for Customs clearance when such Product identification information is available.
3. Shipments must also include all appropriate and required documentation for U.S. Customs clearance, including Commercial Invoice (with required copies) as well as any additional documentation required by the exporting country's laws and regulations and by U.S. laws and regulations (such as Certificates of Origin, Certificates of Value and Origin, Shipper's Export Declarations, etc.).
4. **Noncompliance charge-back for "U.S. CUSTOMS CLEARANCE" instructions will be \$50.00 per infraction.**

Section J. SPECIAL INSTRUCTIONS:

1. Goods must be shipped from Supplier's origin that is closest to the shipment's final destination and that has Customer's Products available.
2. The Terms and Conditions from this Shipping Manual will supersede and take precedence over any conflicting instructions on the Purchase Order or any other document or instructions presented to the Supplier.
3. Unless otherwise agreed, Supplier is required to meet the delivery dates or the ARO specified in any Order. In the event a delivery date or ARO is not met, due to the sole negligence of Supplier, Supplier agrees to:
 - a) reposition Customer to the front of Supplier's manufacturing or distribution schedule (whichever is most applicable); and
 - b) promptly reship replacement Product to Customer.Supplier will use reasonable efforts to maintain a safety stock inventory on long lead Products.
4. Supplier is not authorized to request any additional insurance coverage with Customer's transportation carriers unless Customer authorizes Supplier in writing.
5. Supplier is required to advise Customer's Shipment Management Center of any shipment that has a value in excess of \$10,000,000
6. If Supplier designates the transportation carrier for any Order(s), then Supplier shall obtain and maintain, at its expense, cargo and/or riggers insurance to cover the value of the Product(s) being shipped.
7. Shipping Frequency/Schedule Instructions: None, unless otherwise specified.
8. Other Premium/Expedited Transportation Authorization Instructions: None, unless otherwise specified.

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9. Electronic Data Interchange (EDI) Instructions: Electronic data will be provided by suppliers in accordance with Trading Partner Agreements (TPA). Customer requirements include EDI 856 transactions (Advance Shipment Notification) for Network electronic equipment shipments.
10. Additional Special Transportation Instructions: None, unless otherwise specified.
11. **Noncompliance charge-back for any "SPECIAL INSTRUCTIONS" will be the full cost of transportation per infraction and/or \$50.00 per infraction.**

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QWEST TRANSPORTATION ROUTING GUIDE

SHIPMENT SIZE SERVICE REQUIREMENT	1-400 LBS. *SEE UPS NOTES ON PAGE 2 PER SHIPMENT	401 LBS. & ABOVE PER SHIPMENT
Same Day Air/Ground Services OTHER THAN Local Courier (see following page for courier guidelines)	Qwest SMC 877-879-7447	Qwest SMC 877-879-7447
Same Day Air/Ground Services ⇒ Intrastate & Interstate	Qwest SMC 877-879-7447	Qwest SMC 877-879-7447
Next Day Air Services	United Parcel Service * 800-877-1497 or local UPS Preferred Customer Associate	Qwest SMC 877-879-7447
Second Day Air Services	United Parcel Service * 800-877-1497 or local UPS Preferred Customer Associate	Qwest SMC 877-879-7447
1 - 7 Day Ground Services ⇒ Local & Intrastate ⇒ Interstate	United Parcel Service * 800-877-1497 or local UPS Preferred Customer Associate	Qwest SMC 877-879-7447 (LTL/TL Van/TL Flatbed)
Scheduled Route Truck Services ⇒ Between Qwest locations only	Qwest SMC 877-879-7447	Qwest SMC 877-879-7447
Padded Van Services (excluding Household Goods & Office Moves)	Qwest SMC 877-879-7447	Qwest SMC 877-879-7447
Oversize/Overweight Shipments ⇒ Over Transportation Carrier's size/wgt. limits	Qwest SMC 877-879-7447	Qwest SMC 877-879-7447
Hazardous Materials (Haz Mat) Shipments	United Parcel Service * 800-877-1497 or local UPS Preferred Customer Associate (Locations must be pre-approved by UPS to ship Haz Mat)	Qwest SMC 877-879-7447
Hazardous Waste Shipments	Qwest SMC 877-879-7447	Qwest SMC 877-879-7447
Additional Transportation Related Services ⇒ After-hours/Weekend/Holiday Services ⇒ Inside/Two Person Pickup or Delivery Services ⇒ Packing or Crating Services	Qwest SMC 877-879-7447 (After-hours: 877 number will be directed to after hours coordinator)	Qwest SMC 877-879-7447 (After-hours: 877 number will be directed to after hours coordinator)
International Services ⇒ Export Air/Ground/Ocean Services ⇒ Import Air/Ground/Ocean Services ⇒ Customs Brokerage Services	United Parcel Service * 800-877-1497 or local UPS Preferred Customer Associate	Qwest SMC 877-879-7447
Tracking/Tracing Services	United Parcel Service * 800-877-1497 or local UPS Preferred Customer Associate	Qwest SMC 877-879-7447

- ❑ A valid Qwest P.O., BVAPP or RCC is required for transportation service (provide P.O./BVAPP/RCC to SMC or place P.O./BVAPP/RCC on UPS/Local Courier shipping documents or in shipping systems as reference numbers.).
- ❑ The **Qwest Shipment Management Center (SMC)** provides carrier selection, routing, dispatching, tracking/tracing, and general customer service for transportation. **The SMC operates twenty-four hours a day, seven days a week.** Address: Qwest SMC, c/o PowerTrack, P.O. Box 1150, Collierville, TN 38027-1150, phone: 877-879-7447, fax: 901-850-2625, email: powertrack.callcentermail@powertrack.com, Manager: Heather Smith.

QWEST SHIPPING MANUAL

QWEST TRANSPORTATION ROUTING GUIDE (continued)

- ❑ For additional transportation/logistics services, please contact: Liz Weber or Meredith May, Qwest Transportation Dept., 1801 California Street, Room H14.13 (Liz) or H14.07 (Meredith), Denver, CO 80202, phone: 303-308-5362 (Liz) or 303-308-5474 (Meredith), fax: 303-672-5991 (both), email: liz.weber@qwest.com or meredith.may@qwest.com.

* UPS Notes –

UPS Weight and Size Restrictions:

Weight and Size Limits for Packages

UPS has established specific weight and size limits for the packages that you send with all UPS services. The restrictions below only pertain to individual packages.

Packages can be up to 150 lbs (70 kg)

Packages can be up to 165 inches (419 cm) in length and girth combined

Packages can be up to 108 inches (270 cm) in length

Packages in excess of 70 lbs (31.5 kg, 25 kg within the EU) require a special heavy-package label

The limits listed above apply to most packages and destinations, but there are some variances because of different local restrictions in some countries. Please contact UPS for more details.

This information is current as of this update to the Qwest Shipping Manual and/or Routing Guide. It is the responsibility of the shipper to be aware of the most current UPS weight and size restrictions. Please refer to UPS.com if you are not certain of current restriction.

Suppliers: For domestic shipments, bill charges as “Third Party” to Qwest’s third party billing UPS account number. For foreign origins, bill charges as “Third Party” to Qwest’s third party billing Import UPS account number. Contact Yolanda Loya (913-266-4826, yfloya@ups.com) at UPS to access third party billing account numbers. Qwest shipments must be prepared for UPS shipment using a UPS OnLine-compatible shipping system. Visit the UPS website at www.ups.com or talk with your UPS Account Executive or Preferred Customer Associate for information if you are not currently using a UPS OnLine-compatible shipping system.

Qwest Personnel: Contact Yolanda Loya (913-266-4826, yfloya@ups.com) or Linda Masters (303-840-1475, lmasters@ups.com) at UPS to request an account number under the Qwest National Account agreement with UPS.

UPS Hundredweight Service: UPS Hundredweight Service is available for multiple-piece shipments which total 200 pounds or more for commercial or residential Ground delivery service or for Next/Second Day shipments totaling 100 pounds or more sent to a single address on the same day. The maximum weight per package remains 150 pounds for all UPS services.

QWEST SHIPPING MANUAL

QWEST TRANSPORTATION ROUTING GUIDE (continued)

SAME DAY LOCAL COURIER ROUTING GUIDE	
METRO AREA	SAME DAY LOCAL COURIER (1-150 LBS. PER SHIPMENT)
ARIZONA: Phoenix Metro	Moody's Quick 602-861-2121
ARIZONA: Tucson Metro	Moody's Quick 800-528-0668
COLORADO: Colorado Springs Metro	OnTrac/Express Messenger Systems 888-644-7918
COLORADO: Denver Metro	OnTrac/Express Messenger Systems 720-941-0500
COLORADO: Durango	Kangaroo Express 970-247-8191
COLORADO: Grand Junction Metro	Kangaroo Express Inc. 970-245-3522
COLORADO: Pueblo Metro	OnTrac/Express Messenger Systems 888-644-7918
IDAHO: Boise Metro	Fleetstreet 208-384-0472
IDAHO: Idaho Falls Metro	TRANSPLUS 800-334-9696
IDAHO: Pocatello Metro	TRANSPLUS 800-334-9696
IDAHO: Twin Falls Metro	TRANSPLUS 800-334-9696
IOWA: Cedar Rapids Metro	Priority Express 319-362-5340
IOWA: Davenport Metro	Priority Express 319-445-2439
IOWA: Des Moines & Ames Metro	Priority Express 800-377-4474
MINNESOTA: Minneapolis/St. Paul Metro	Street Fleet/Bicycle Express Courier 612-623-9999
MONTANA: Billings Metro	TRANSPLUS 800-334-9696
MONTANA: Bozeman Metro	TRANSPLUS 800-334-9696
MONTANA: Butte Metro	TRANSPLUS 800-334-9696
MONTANA: Great Falls Metro	TRANSPLUS 800-334-9696
MONTANA: Helena Metro	TRANSPLUS 800-334-9696
MONTANA: Missoula Metro	TRANSPLUS 800-334-9696
NEBRASKA: Omaha & Lincoln Metro	OnTrac/Express Messenger Systems 402-734-4650
NEW MEXICO: Albuquerque Metro	Hot Shot Services 800-242-9417
NEW MEXICO: Santa Fe Metro	Hot Shot Services 800-242-9417
NORTH DAKOTA: Bismarck Metro	Presort Plus 701-224-1699
OREGON: Eugene & Springfield Metro	OnTrac/Express Messenger Systems 360-992-9999
OREGON: Portland & Vancouver WA Metro	OnTrac/Express Messenger Systems 360-992-9999
SOUTH DAKOTA: Sioux Falls Metro	RKS Express Metro 605-371-2322
SOUTH CAROLINA: Greenville	Acme Logistics 864-801-4000
UTAH: Salt Lake City Metro	OnTrac/Express Messenger Systems 801-975-7777
WASHINGTON: Seattle Metro: Everett, Issaquah, Bremerton, S Tacoma / Lakewood	ENA Couriers 206-624-3200
WASHINGTON: Seattle Metro	OnTrac/Express Messenger Systems 360-992-9999
WASHINGTON: Spokane Metro	City Parcel Delivery 509-534-0511
WYOMING: Casper & Cheyenne Metro	Action Cargo Express 307-266-2229
WYOMING: Jackson Metro	TRANSPLUS 800-334-9696
<p>❑ TRANSPLUS Same Day Local Couriers will only accept a valid Qwest RCC or Project number for services. If it is required to charge Same Day Local Courier transportation services to a P.O. or BVAPP Number, please contact the Qwest Transportation Department (Liz Weber or Meredith May) for consideration and possible set-up.</p> <p>❑ Any issues/questions that arise with any of the above couriers should be advised to the Prime Contractor for Same Day Local Courier services: TRANSPLUS LTD., contacts: Mary or Dick O'Neill, address: P.O. Box 17566 Denver, CO 80217, phone: 303-371-0045, fax: 303-371-0116, email: transplus@qwestoffice.net.</p>	