

CENTURYLINK –TRANSPORTATION SHIPPING MANUAL

Introduction. **OVERVIEW:**

This “CenturyLink 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 “CenturyLink Transportation Routing Guide” (made a part to this “CenturyLink Shipping Manual”) or by Customer’s Shipment Management Center or Transportation Operations Department. Please note that this “CenturyLink 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.

For **International Orders** – Please contact the International team at InternationalLogistics@centurylink.com

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. If Supplier outsources the shipment of products to a third party, Supplier is responsible for ensuring that the third party ships any CenturyLink orders in accordance with this Shipping Manual and Routing Guide. **Deviations from these instructions without prior written approval from the Customer’s Strategic Sourcing Manager or the Customer’s Procurement Department or Transportation 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. Or, Supplier will be held responsible for paying freight charges directly to the carrier.**

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 Strategic Sourcing Department and/or the 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 “CenturyLink Shipping Manual” properly?

Shall the Customer’s Strategic Sourcing Department and/or the 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 a credit memo on the Supplier’s futures invoice(s).

Customer’s Strategic Sourcing Department and/or 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. Shall Customer’s Strategic Sourcing Department and/or 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.

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Section B. TERMS OF SALE AND FREIGHT TERMS:

1. U.S. Originating Orders to U.S. Destinations:

Unless the directive on the Order indicates terms of “FOB Destination”, 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 DESTINATION:

The seller arranges and pays the freight bill. The title of goods transfers from the seller to the buyer at the specified destination.

TERM OF SALE - FOB ORIGIN:

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

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: This applies to when the customer is purchasing material directly from a foreign supplier not when a US based customer supplier is sourcing from their foreign supplier.

- a) All Products shall be shipped to Customer under the Terms of Sale and Freight Terms specified by the following Incoterms 2010, as published by the International Chamber of Commerce:

Air Freight Shipments:

FCA Named Carrier/Forwarder, (named place)

Ocean Freight Shipments:

FCA Named Carrier/Forwarder, (named place)

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 its obligation to deliver when it has handed over the goods, cleared for export, into the charge of the Carrier/Forwarder named by the Customer at the Customer's named place. This term may be used for any mode of transport, including multi-modal transport. "Carrier/Forwarder" means any person or company who, in a contract of carriage, with the Customer,, arranges transport of Customer's shipments by rail, road, sea or air. Title passes when Supplier delivers shipment to Customer's "Named Carrier/Forwarder" at Customer's named place free and clear of any delivery exceptions.

- b) Licenses, authorizations, security clearances and other formalities – Where applicable, the Supplier must obtain, at its own risk and expense, any export license or other official authorization and carry out all customs formalities necessary for the export of the goods. The Supplier must also obtain at its own expense any applicable transportation, insurance, or documentation required to deliver the shipment into the charge of the Carrier/Forwarder named by the Customer at the Customer's named place.

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 2010, as published by the International Chamber of Commerce:

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Air Freight and Ocean Freight Shipments:
FCA Shipper's Dock

- b) Licenses, authorizations, security clearances and other formalities – Where applicable, the Supplier must obtain, at its own risk and expense, any export license or other official authorization and carry out all customs formalities necessary for the export of the goods. The Supplier must also obtain at its own expense any applicable transportation, insurance, or documentation required to deliver the shipment into the charge of the Carrier/Forwarder named by the Customer at the Customer's named place.

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 2010, as published by the International Chamber of Commerce:

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

DEFINITIONS:

DDP- (Delivery Duty Paid):

"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) or if provided by Customer, Customer's WBS Element, Internal Order Number or Cost Center
 - 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) or taken from Customer's third-party transportation provider's approved generic items list. 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: This only applies when Customer is purchasing directly from a foreign supplier. 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.
 - c) Hazmat Orders: Supplier must provide a Hazmat Compliant Bill of Lading (not Customer's third party generated BOL) to include the following information: number of packages, type of packages, identification number, proper shipping name, hazard class, packing group number (if applicable), the weight of the material, and the Supplier owned emergency response phone number. Supplier must provide a MSDS (Material Safety Data Sheet), if applicable, and any placards to Customer's selected carrier.
3. Declared Value/Insurance: Release to actual replacement cost (only specifically if required or requested by Customer in writing). Do not declare a value or request insurance unless specifically requested by customer in writing. 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:

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- a) All packages or containers shipping on a single carrier and on a single ship method 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, or Supplier will pay the shipping charges directly to the carrier.
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 CenturyLink or a CenturyLink affiliate company as either consignee or as third party bill to. If shown as consignee, bill of lading must be marked freight collect.
- a) The bill to address on the bill of lading, for freight charges only, must reference the following:
CenturyLink
C/O TRAX
3400 Players Club Pkwy, Suite 300
Memphis, TN 38125

Noncompliance charge-back for "BILL OF LADING AND INVOICE PREPARATION" instructions will be \$50.00 per missing item of information.

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, 9 and 10;
 - i) Shipping label must correctly identify the "Ship To" address as stated on the purchase order.
 - d) Purchase Order must be clearly visible on the outside of each shipping carton;
 - e) Contact name (tech name) must be clearly visible on the outside of each shipping carton, if applicable.
 - f) All Product containers shall be labeled, at a minimum, with Customer Purchase Order / Job Order / / WBS Element / Internal Order Number / Project Number(s) / BVAPP / Cost Center, Part Number(s) (Material Code) quantity, CLEI codes (if applicable) and Product description(s);
 - g) Recommended size for package labels is 3" wide by 3" long and contains the minimum barcode fields;
 - h) Date sensitive material noted on outside of container as required;
 - i) Case quantity noted on case lots;
 - j) Box quantity noted on each box; (box 1 of X) and
 - k) 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 ship method 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" or "MIXED LOAD" 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;

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- d) All Product containers shall be labeled, at a minimum, with Customer Purchase Order / Job Order / WMB Element / Internal Order Number / Project Number(s) / BVAPP / Cost Center, 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.
 - a) All parts ordered shall be packaged consistent with the ordering unit of measure, usually each, to accommodate stocking and issuing to our customer requirements.
 - i) Denver Logistics Center (DLC) **PICS**, 11780 E. 53rd Ave., Denver, CO. 80239 - All circuit packs (PICS) inbound to the DLC from OEM's, Distributors and/or Repair Suppliers must be packaged as one unit per box. The DLC will not accept PICS packaged in slotted boxes or cluster packs. PICS will be shipped from the DLC as single units (eaches) and must be packaged as such by the Supplier.
 - b) Material shall be packaged based on the address stated on the "Ship To" of the purchase order and not consolidated into the same packaging by the street address.
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) shall 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" except:
 - i) Any reusable or expendable hardwood pallet may be used providing it permits forklift handling and has dimensions no greater than 42" X 42" for the following locations:
 - ii) Denver Logistics Center (DLC) **PICS**, 11780 E 53rd Ave., Denver, CO 80239 -
 - iii) CenturyLink (KGP) – 500 Sumner Way, New Century, KS 66031
 - iv) CenturyLink (KGP) - 3000 Shawnee Ridge Ct. Suwanee, GA 30024
 - v) CenturyLink (KGP) - 2777 E. Cedar, Ontario, CA 91761
 - vi) CenturyLink (KGP) – 29899 SW Boones Ferry Road, Wilsonville, OR 97070
 - vii) CenturyLink Las Vegas - 3430 Aldebaran Ave, Las Vegas, NV 89102
 - 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 60" (unless mutually agreed);
 - 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 Order / Job Order / WBS Element / Internal Order Number Project Number(s) / BVAPP / Cost Center, 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 Job Order / WBS Element / Internal Order Number, Project Number(s) / BVAPP / Cost Center;
 - b) Customer's SAP Material Code or Common Language Identification Codes (CLEI) if applicable;
 - c) Customer Product Descriptions;
 - d) Quantities Ordered;
 - e) Quantities Shipped;
 - f) Quantities Previously Shipped against the same Purchase Order Number;
 - g) Quantities on Backorder;
 - h) Units of Measure;

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- i) Total weight of the Shipment;
 - j) “Ship To” address as stated on the purchase order.
 - 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 the format below:
- CenturyLink
CHEYENNE/RIDGE ROAD / Technician’s Name
C/O COLORADO DIST GROUP
11475 E. 53rd Ave Unit 180A
DENVER CO 80239
9. Outer Shipping Container Label Requirements for Shipments to Pack & Hold Locations:
When instructed to ship to Customer’s Pack & Hold Location, Supplier must correctly retrieve the “Ship To” (Pack & Hold Location) address 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 the format below:
- CenturyLink
NAVDECO
11475 E. 53rd Ave Unit 180 A-1 Denver Pack and Hold
Denver CO 80239
10. 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 shall 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.
11. 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, and 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, and dated June, 1994 are acceptable but not required.
 - iii) Supplier’s package shall 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.

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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. Bill of lading must show CenturyLink or CenturyLink Affiliate Company as either consignee or as third party bill to. If shown as consignee, bill of lading must be marked freight collect.
 - a) The bill to address on the bill of lading, for freight charges only, must reference the following:
CenturyLink Communications
C/O TRAX
3400 Players Club Pkwy, Suite 300
Memphis, TN 38125

Noncompliance charge-back for “TRANSPORTATION CHARGES” instructions will be \$50.00 per infraction.

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

RAS Date: RAS date is the date in which material must be delivered to the delivery address listed on the purchase order, also referred to as required at site date.

1. Supplier shall ship all material in accordance to the RAS date per the ship method indicated on the Purchase Order. Supplier must estimate the anticipated transportation time, per the ship method indicated on the order, and ship the material in order to deliver the material on or before the RAS date. Supplier is not authorized to adjust the ship method for a purchase order unless CenturyLink Procurement issues a change order to supplier with the adjusted ship method. If the ship method is not included on the Purchase Order OR the ship method is CenturyLink Routing Guide, the default ship method will be standard ground.
2. Collect Premium/Expedited (such as Air Express, Air Freight, Team Truckload, Exclusive Truck, Same Day Shipments, etc.) shipments will be NOT accepted unless noted on the purchase order or upon written authorization from the Customer’s Procurement Purchasing departments.
3. Premium/Expedited Transportation Approval Process:
 - a) Premium/Expedited transportation services are specifically approved on Customer’s Purchase Order to Supplier.
 - b) Premium/Expedited transportation services are specifically approved, written, by Customer’s Procurement Purchasing departments to Supplier.
 - c) Premium/Expedited transportation services are specifically approved, written, by Customer’s Procurement Purchasing departments to the Shipment Management Center.
 - d) Shall Supplier be at fault for failing to meet contracted ARO (After Receipt of Order) and RAS Date (Required at Site) Intervals or other mutually agreed upon Order and delivery commitments with standard/ground transportation, and Supplier must utilize Premium/Expedited transportation to meet contract RAS Date 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.

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 “CenturyLink 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. Or, Supplier will be held responsible for paying freight charges directly to the carrier.

3. The “CenturyLink 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

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and dispatch transportation carriers to pick-up Supplier's products. Supplier is required to provide the SMC with notification that the request from CenturyLink is to expedite by providing the required delivery date.

5. Shipment overages, shipment of defective goods, unauthorized substitutions or shipments with non-transportation related concealed damages will be returned to Supplier via Customer's RMA department.

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 ship method 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. Refer to Section D, 2, Multiple Order Shipments for additional requirements.

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 Detention: 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), or Supplier will be responsible for paying the carrier directly for the incurred detention charges

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 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.

Noncompliance charge-back for "HAZARDOUS MATERIALS" instructions will be \$50.00 per infraction.

Section I. U.S. CUSTOMS CLEARANCE:

1. When Customer is the importer of record of a shipment the Customer or a broker representing the interests of Customer shall be responsible for U.S. Customs clearance and payment of U.S. import duties and taxes.

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2. Shipments must include all appropriate and required documentation for U.S. Customs clearance, including Commercial Invoice 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.).

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 (RAS date) 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 or Company Employee is required to advise Customer's Shipment Management Center and Risk Management Department, RM.Reviews@CenturyLink.com, of any shipment that has a value in excess of \$500,000.
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 in addition to paying the transportation carrier for the shipment. Supplier must receive authorization in writing from Customer's Purchasing Department to utilize supplier's transportation carrier.
7. Shipping Frequency/Schedule Instructions: None, unless otherwise specified.
8. Other Premium/Expedited Transportation Authorization Instructions: None, unless otherwise specified.
9. Additional Special Transportation Instructions: None, unless otherwise specified.

Noncompliance charge-back for any "SPECIAL INSTRUCTIONS" will be the full cost of transportation per infraction and/or \$50.00 per infraction.

CENTURYLINK –TRANSPORTATION SHIPPING MANUAL

CENTURYLINK TRANSPORTATION ROUTING GUIDE

Please use UPS for shipments less than 150 lbs and \$50,000 value

SHIPMENT SIZE SERVICE REQUIREMENT	PACKAGE WEIGHT: LESS THAN 150 LBS TOTAL SHIPMENT WEIGHT: UP TO 400 LBS *SEE UPS NOTES ON PAGE 2* NO PALLETIZED SHIPMENTS	PACKAGE WEIGHT: OVER 150LBS TOTAL SHIPMENT WEIGHT: OVER 400 LBS CRATED OR PALLETIZED SHIPMENTS
Same Day Shipping OTHER THAN Local Courier (see page 12)	XPO Logistics 800-387-8048 CenturyLink@xpo.com	XPO Logistics 800-387-8048 CenturyLink@xpo.com
Overnight/2-Day/3-Day/Ground	United Parcel Service * 800-877-1497	XPO Logistics 800-387-8048 CenturyLink@xpo.com
Scheduled Route Truck Services <i>Between CenturyLink locations only</i>	XPO Logistics 800-387-8048 CenturyLink@xpo.com	XPO Logistics 800-387-8048 CenturyLink@xpo.com
Hazardous Material Shipments	United Parcel Service * 800-877-1497 or local UPS Preferred Customer Associate (Locations must be pre-approved by UPS to ship HazMat)	XPO Logistics 800-387-8048 CenturyLink@xpo.com LQ Internal Battery Jobs: batteries@everywarehouse.com
Hazardous Waste Shipments	Robin Seguin Robin.Seguिन@centurylink.com 720-578-2006	Robin Seguin Robin.Seguिन@centurylink.com 720-578-2006
Additional Transportation Related Services ⇒ After-hours/Weekend/Holiday Services ⇒ Inside/Two Person Pickup or Delivery Services ⇒ Packing or Crating Services	XPO Logistics 800-387-8048 CenturyLink@xpo.com After Hours: 630-659-8007	XPO Logistics 800-387-8048 CenturyLink@xpo.com After Hours: 630-659-8007
International Services ⇒ Export Air/Ground/Ocean Services ⇒ Import Air/Ground/Ocean Services ⇒ Customs Brokerage Services	InternationalLogistics@centurylink.com CANADIAN SUPPLIERS ONLY: United Parcel Service * 800-877-1497	InternationalLogistics@centurylink.com CANADIAN SUPPLIERS ONLY: XPO Logistics CenturyLink@xpo.com 800-387-8048
Tracking/Tracing Services	United Parcel Service * 800-877-1497, www.ups.com or local UPS Preferred Customer Associate	XPO Logistics 800-387-8048 CenturyLink@xpo.com

- ❑ A valid charge code, Purchase Order Number, WMS Element, Internal Order Number, CenturyLink Internal Cost Center is required for transportation service (A valid CenturyLink charge code must be provided to XPO Logistics or placed on the UPS/Local Courier shipping documents, or in shipping systems as reference numbers).
- ❑ LTL/Ground shipment requests submitted prior to 11:30am will be routed to pick up same day, any requests submitted after this cut off will be routed to pick up the next business day. XPO Logistics has up to 48 hours, or two business days, to arrange a Truckload or Flatbed.
- ❑ Supplier must contact XPO Logistics at the provided phone number or email. Supplier must not give freight to CNWY/XPO LTL unless routing specifies. XPO Logistics provides carrier selection, routing, dispatching, tracking/tracing, and general customer service for CenturyLink. XPO operates 7am to 5:30pm CST and provides after hours support. Phone: 800-387-8048 after hours: 630-659-8007, fax: 630-934-9612, email: CenturyLink@xpo.com, Supervisor: Rachel Lebrun phone: 630-870-3079, email: Rachel.LeBrun@xpo.com.

CENTURYLINK –TRANSPORTATION SHIPPING MANUAL

CENTURYLINK TRANSPORTATION ROUTING GUIDE (continued)

- ❑ For additional transportation/logistics services, please contact Transportation@centurylink.com

CenturyLink Transportation Department Contacts:

Name	Title	Area of Responsibility	Phone Number	Email
Erik Ennis	Manager Supply Chain	Manager	314-888-0447	Erik.Ennis@centurylink.com
Molly Kaess	Supervisor Transportation	Freight (XPO Logistics)	303-992-5439	Molly.Kaess@centurylink.com
Giovanni Parisi	Sr. Logistics Analyst	UPS	720-578-5003	Giovanni.Parisi@centurylink.com
Bill Benline	Sr. Logistics Analyst	Freight Bill Audit & Pay	303-992-5443	William.Benline1@centurylink.com
Shelley Vagt	Sr. Logistics Analyst	Pack & Hold, Crossdock, Scheduled Routes (A1)	303-992-5441	Shelley.Vagt@centurylink.com
Danielle Merrick	Senior Freight Coordinator	International Shipping	918-547-4084	Danielle.Merrick@centurylink.com

UPS INSTRUCTIONS

UPS Freight is not the same as UPS Parcel and should not be used for any Centurylink shipments as they are not an authorized Centurylink carrier.

UPS Weight and Size Restrictions:

- 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.
Note: UPS PARCEL DOES NOT ACCEPT PALLETIZED OR CRATED SHIPMENTS. Please refer back to page 1 of the Routing Guide for instructions.
 - 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.
- 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 CenturyLink’s third-party billing UPS account number. For foreign origins, bill charges as “Third Party” to CenturyLink’s third-party billing Import UPS account number. Contact the CenturyLink Transportation Department at Transportation@centurylink.com for the appropriate third-party billing account number.

THE CENTURYLINK PURCHASE ORDER NUMBER / CHARGE CODE MUST BE IN EITHER REFERENCE 1 OR REFERENCE 2

- CenturyLink shipments must be prepared for UPS shipment using a UPS OnLine-compatible shipping system. **CenturyLink does not allow the use of handwritten shipping documents for UPS shipments.** Contact the CenturyLink Transportation Department for information if you are not currently using a UPS OnLine-compatible shipping system.

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.**

International Shipments: International shipments valued over \$50,000 should **not** be shipped via United Parcel Service.

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CENTURYLINK 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 720-941-0555 #3
COLORADO: Durango	Call TransPlus 303-371-0045
COLORADO: Grand Junction Metro	Call TransPlus 303-371-0045
COLORADO: Pueblo Metro	OnTrac/Express Messenger Systems 888-644-7918
MINNESOTA: Minneapolis/St. Paul Metro	Street Fleet/Bicycle Express Courier 612-623-9999
NEVADA: Las Vegas Metro / Laughlin	CenturyLink Managed / Steve Chao 702-244-4176
WASHINGTON: Seattle Metro: Everett, Issaquah, Bremerton, S Tacoma / Lakewood	OnTrac 253-437-5210
WASHINGTON: Seattle Metro	OnTrac/Express Messenger Systems 360-992-9999
<p><input type="checkbox"/> TRANSPLUS Same Day Local Couriers will only accept a valid CenturyLink Cost Center, Internal Order Number or WBS Element for services. If it is required to charge Same Day Local Courier transportation services to a P.O., please contact the CenturyLink Transportation Department for consideration and possible set-up.</p> <p><input type="checkbox"/> Any issues/questions that arise with any of the above couriers shall 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>	