

TRANSPORTATION ROUTING GUIDE: FOB ORIGIN TERMS ONLY

Freight Shipping: XPO Logistics (Lumen's Shipment Management Center)

Description	Overnight/2 Day/ 3 Day/Ground Freight shipments Same Day/Next Flight Out Expedite Shipments (any weight, any size) Palletized/Crated Shipments Single Package weight is greater than 150 pounds Shipment falls outside UPS parcel dimensions Canadian Supplier Freight Shipments into the US
Contact Information	Email: centurylink@xpo.com Phone Number: 800-387-8048 Hours: Monday through Friday 7am-5:30pm CST After Hours Support 24/7: 630-659-8007
Additional Requirements & Information	DO NOT give freight to the carrier XPO unless centurylink@xpo.com selects that carrier to use. XPO Logistics is Lumen's shipment management center with 30+ carriers under contract and will route the shipment to various carriers. A Shipment Request Form must be filled out or submitted or agreed upon method. LTL/Ground shipment requests submitted prior to 11:30am will be picked up same day. XPO Logistics has up to 2 business days to arrange truckload and flatbed shipments. Please note that address validations, expedite approvals, and white glove shipments may cause delays in arranging.

UPS: Parcel Provider

Description	Parcel Packages Single package weight is under 150 pounds Consolidated shipment weight is under 400 pounds
Contact Information	Contact transportation@lumen.com for UPS Account number information and authorization to ship on our account.
Additional Requirements & Information	DO not give freight shipments to UPS Freight- contact centurylink@xpo.com per the above. A valid Lumen Purchase Order/Charge Code must be put in UPS Reference 1 or 2 field. See other UPS guidelines on the last page of this manual.

International Shipping

Description	Export Air/Ground/Ocean Import Air/Ground/Ocean Customs Brokerage Services <i>Excludes Supplier Canadian Shipments into the US, contact centurylink@xpo.com per the above.</i>
Contact Information	Email: internationallogistics@lumen.com Contact Name: danielle.merrick@lumen.com Phone: 918-547-4084
Additional Requirements & Information	A carrier will be selected and a HAWB provided for pickup. A shipment request form is required to be filled out, which includes needing the Country of Origin for each product or device being shipped along and confirming "new" or "used".

- ❑ A charge code, which can be a Lumen Purchase Order Number, WBS Element, Internal Order Number, or Lumen Internal Cost Center, is **required** for transportation services. (A valid Lumen charge code must be provided to XPO Logistics or placed on the UPS Reference field).

- ☐ Please contact robin.seguin@lumen.com, phone 720-209-3540 when shipping hazardous waste. For Legacy Qwest hazardous material jobs where Lumen is responsible for the storage, logistics to site, and disposal of batteries, contact batteries@everywarehouse.com.

Introduction. **OVERVIEW:** This “Lumen Shipping Manual” contains instructions that are made a part of the Agreement between Lumen and Supplier and pertains to all orders delivered to Lumen’s destinations. All Products shall be shipped to Lumen under the Terms of Sale, Freight Terms and Incoterms agreed to and by the route and method of transportation specified by Lumen’s “Lumen Transportation Routing Guide” (made a part to this “Lumen Shipping Manual”) or by Lumen’s Shipment Management Center or Transportation Operations Department. Please note that this “Lumen Shipping Manual” applies only to Lumen’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 general transportation questions, please contact transportation@lumen.com

Lumen Transportation Department Contacts:

Name	Title	Responsibility	Phone	Email
Erik Ennis	Sr. Manager Supply Chain Ops	Manager	636-237-6777	erik.ennis@lumen.com
Molly Kaess	Manager Transportation	Manager	720-567-6422	molly.kaess@lumen.com
Bill Benline	Transportation Operations Lead	UPS	720-567-6424	william.benline1@lumen.com
Lisa Clutter	Analyst II	Freight (XPO Logistics)	720-387-3583	lisa.clutter@lumen.com
Danielle Merrick	Sr. Freight Coordinator	International	918-547-4084	danielle.merrick@lumen.com

Section A. **COMPLIANCE WITH INSTRUCTIONS:**

Sections A. through J. contain all shipping instructions for Lumen’s U.S. locations. These terms and conditions cannot be altered, changed, or varied, without written consent from Lumen. If Supplier outsources the shipment of products to a third party, Supplier is responsible for ensuring that the third party ships any Lumen orders in accordance with this Shipping Manual and Routing Guide. Deviations from these instructions without prior written approval from the Lumen’s Strategic Sourcing Manager or the Lumen’s Procurement Department or Transportation Department will result in the enforcement of the Supplier being held responsible for reimbursing Lumen for the entire shipping cost.

Compliance by the Supplier to the Terms of Sale, Freight Terms and transportation instructions will be audited by Lumen. All invoices will also be subject to examination (both the Supplier’s product invoices and collect freight invoices) by Lumen’s Strategic Sourcing Department and/or the Transportation and Shipment Compliance Team. Shall the Lumen’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 Lumen’s responsible Strategic Sourcing Manager of any non-compliance to Lumen’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 Lumen’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).

Lumen’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 scorecards. Shall Lumen’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 act to quickly correct any non-compliance, the Lumen may exercise contractual right to terminate Agreement.

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 Lumen 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 Lumen's transportation carrier.

FREIGHT TERM - FREIGHT COLLECT:

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

SUPPLIER'S OBLIGATION UNDER FOB ORIGIN, FREIGHT COLLECT TERMS: Supplier prepares shipment per Lumen's contractual requirements. Supplier contacts Lumen's shipment management center (XPO Logistics) who selects a freight carrier, or a Lumen owned UPS account number is used.

LUMEN'S OBLIGATION UNDER FOB ORIGIN, FREIGHT COLLECT TERMS: Lumen owns the goods from the Supplier's dock and while in transit. Lumen has risk of damage or loss and pays for the cost of transportation. Lumen controls the selection/management of and payment to the transportation carrier. Lumen 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 Lumen 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 Lumen at the Lumen'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 Lumen, arranges transport of Lumen's shipments by rail, road, sea or air. Title passes when Supplier delivers shipment to Lumen's "Named Carrier/Forwarder" at Lumen'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 Lumen at the Lumen's named place.

Air Freight and Ocean Freight Shipments:

FCA Shipper's Dock

- a) 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 Lumen at the Lumen's named place.
3. International Originating Orders to International Destinations:
All Products shall be shipped to Lumen 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 must 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) Lumen's Purchase Order number(s) or if provided by Lumen, Lumen's WBS Element, Internal Order Number or Cost Center
 - b) Lumen's Shipment or Load Number for authorization (if required by Lumen'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 Lumen'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 Lumen 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 Lumen'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 Lumen's selected carrier.
3. Zip/Postal Codes: Origin and destination addresses must include postal codes on the Bill of Lading.
4. Shipments:

- 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 Lumen is entitled to deduct from Supplier's invoices any costs incurred by Lumen as a result, or Supplier will pay the shipping charges directly to the carrier.
5. Bill of Lading must show Lumen or a Lumen 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:
Lumen C/O Data2Logistics
12631 Westlinks Dr. Suite 3
Ft. Myers, FL 33913-8627

Noncompliance may result in Supplier being held responsible for reimbursing or paying the carrier directly for the incurred shipping costs.

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 Lumen 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;
 - 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 with Lumen Purchase Order, Manufacture Part Number(s), Material Code(s) description and quantity. If available, also include Job Number, WBS Element, Project Number, Cost Center and CLEI codes.
- 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;

- d) All Product containers shall be labeled, at a minimum, with Lumen Purchase Order / Job Order / WMB Element / Internal Order Number / Project Number(s) / 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.
 - 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. Palletized Loads:

Palletized loads shall comply with the following requirements:

 - a) All items must be palletized (unless mutually agreed) and not shipped loose
 - b) Pallets must include a "DO NOT STACK" label if product is not stackable;
 - c) Pallets must be in good condition, with no broken boards;
 - d) The Bill of Lading must indicate the total number of cartons/pieces;
 - e) The maximum height of cartons loaded on pallets shall not exceed 48" (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 Lumen 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).
6. 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) Lumen's Purchase Order Number Job Order / WBS Element / Internal Order Number, Project Number(s) / Cost Center;
 - b) Lumen's SAP Material Code or Common Language Identification Codes (CLEI) if applicable;
 - c) Lumen 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;
 - 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)
7. Outer Shipping Container Bar Code Label Requirements:
 - a) Lumen 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) These labeling requirements do not impact or affect any of Lumen'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.
8. Additional Shipping Containers And Packaging Requirements:
- a) All circuit pack packages shipped to Lumen by Supplier must comply with the requirements of Bellcore Generic Requirements GR-1421-CORE, Issue 1, and dated June, 1994. Lumen'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-STS-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.

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

1. C.O.D. shipments will NOT be accepted.
2. Bill of lading must show Lumen or Lumen 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:

**Lumen C/O Data2Logistics
12631 Westlinks Dr. Suite 3
Ft. Myers, FL 33913-8627**

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. Ground freight shipments should be estimated at 7 business days.
2. Supplier is not authorized to adjust the ship method for a purchase order unless Lumen Procurement issues a change order to supplier with the adjusted ship method.
3. If the ship method is not included on the Purchase Order OR the ship method is Lumen Routing Guide, the default ship method will be standard ground.

Noncompliance may result in Supplier being held responsible for reimbursing or paying the carrier directly for the incurred shipping costs.

Section G. **SUPPLIER ROUTING INSTRUCTIONS:**

1. The "Lumen Transportation Routing Guide" requires Supplier to contact the Lumen'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 FREIGHT shipments.
2. When contacting the Lumen's Shipment Management Center (SMC) for routing instructions and carrier dispatch, Supplier is required to fill out a Shipment Request Form (or in another agreed upon method) and 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 required to provide the

SMC with notification that the request from Lumen is to expedite by providing the required delivery date.

3. 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.

4. Carrier Detention:

If Lumen's shipments are not available for pick-up by Lumen'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 Lumen. Noncompliance may result in Supplier being held responsible for reimbursing or paying the carrier directly for the incurred shipping costs.

Section H. **HAZARDOUS MATERIALS:**

1. Hazardous Material shipments must be marked and packed in accordance with and follow 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 Lumen with Material Safety Data Sheets that comply with laws and other environmental compliance data requested by Lumen.
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 Lumen harmless from any claims, liabilities and damages, including but not limited to attorneys' fees, costs of defense, cleanup 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 Lumen by reason of Supplier's failure to comply with this Section.

Section I. **U.S. CUSTOMS CLEARANCE:**

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

Section J. **SPECIAL INSTRUCTIONS:**

1. Goods must be shipped from Supplier's origin that is closest to the shipment's destination and that has Lumen's Products available.
2. Supplier is not authorized to request any additional insurance coverage with Lumen's transportation carriers unless Lumen authorizes Supplier in writing.
3. 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 Lumen's Purchasing Department to utilize supplier's transportation carrier.

UPS GUIDELINES**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 to page 1 of the Routing Guide for instructions on shipping freight.
 - 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 more than 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.
- All manifested shipments must include dimensions.

Suppliers:

- For domestic shipments, bill charges as "Third Party" to Lumen's third-party billing UPS account number. For foreign origins, bill charges as "Third Party" to Lumen's third-party billing Import UPS account number. Contact the Lumen Transportation Department at transportation@lumen.com for the appropriate third-party billing account number.

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

- Lumen shipments must be prepared for UPS shipment using a UPS OnLine-compatible shipping system. **Lumen does not allow the use of handwritten shipping documents for UPS shipments.** Contact the Lumen Transportation Department for information if you are not currently using a UPS On-line-compatible shipping system.
- Any parcel shipment must be prepared and shipped using a "Package Level Detail" compliant shipping manifest system or method. Shippers must submit end of day manifest to UPS when shipments for Lumen exist.

International Shipments:

- International parcel shipments valued over \$50,000 should not be shipped via UPS. Contact internationallogistics@lumen.com