

REFRIGERATED FOOD EXPRESS, INC.

USDOT 23868

MOTOR FREIGHT RULES CIRCULAR

Naming

**RULES, REGULATIONS
AND ACCESSORIAL CHARGES**

Applying on

FREIGHT ALL KINDS

**BETWEEN ALL POINTS
IN THE UNITED STATES**

FOR APPLICATION OF CIRCULAR, SEE ITEM 110

THIS RULES CIRCULAR APPLIES ON INTERSTATE COMMERCE

The provisions herein will not result in an effect on the quality of the human environment.

CHECK SHEET

Pages of this Rules Circular shown below are effective as of the date shown thereon. (* - indicates revised pages included with this filing). This check sheet will be reviewed as pages to this Rules Circular are revised or added.

<u>Page No.</u>	<u>Current Status</u>
TITLE	Original
2	2 nd Revised
3	1 st Revised
4	1 st Revised
5	Original
6	1 st Revised
7	Original
8	Original
9	1 st Revised
10	Original
11	Original
12	Original
13	Original
14	Original
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16	Original
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18	3 rd Revised
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23	2 nd Revised
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25	1 st Revised
26	1 st Revised
27	1 st Revised
28	2 nd Revised
29	1 st Revised
30	1 st Revised
31	1 st Revised
32	1 st Revised
33	Original

TABLE OF CONTENTS

	<u>Page(s)</u>
SECTION 1 - GOVERNING PUBLICATIONS AND DEFINITIONS	5-9
Item 100 ABBREVIATIONS AND REFERENCE MARKS	5
Item 110 APPLICATION OF CIRCULAR	5
Item 120 APPLICATION OF RATES	6
Item 130 BILLS OF LADING	6-7
Item 140 CANCELING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE	8
Item 150 CHARGES IN UNITED STATES DOLLARS	8
Item 160 DEFINITIONS	8
Item 170 MILEAGE GUIDE	8
Item 180 NOTICE AND AMENDMENTS	9
 SECTION 2 - SCOPE OF OPERATIONS	 9-13
Item 200 APPOINTMENTS - PICKUP AND DELIVERY TIMES	9
Item 205 COMMODITY LIMITATIONS	9
Item 210 IMPORT AND EXPORT FREIGHT	10
Item 215 IMPRACTICAL OPERATIONS	10
Item 220 INTERMODAL SHIPMENTS	11
Item 225 INTERSTATE VERSUS INTRASTATE	11
Item 230 LESS THAN TRUCKLOAD SERVICE REQUIREMENT	11
Item 235 OVERFLOW SHIPMENTS	11
Item 240 PICKUP AND DELIVERY SERVICE	11
Item 245 REGULATED VERSUS EXEMPT	11
Item 250 SCHEDULE TIME	11
Item 255 SHIPPER LOAD AND COUNT	12
Item 260 SUBSTITUTED SERVICE	12
Item 265 TENDERED AS TRUCKLOAD	12
Item 270 TERRITORIAL SCOPE	12
Item 275 VEHICLES LOADED TO FULL VISIBLE CAPACITY	13
Item 280 WEIGHT LIMITATIONS	13
 SECTION 3- ACCESSORIAL CHARGES	 13-25
Item 300 APPLICATION OF ACCESSORIAL CHARGES	13
Item 304 ADDITIONAL LICENSE, PERMIT FEES, AND INBOND PERMITS	13
Item 308 COLLECT ON DELIVERY	14
Item 312 DETENTION - VEHICLES WITH POWER UNITS	15
Item 316 DETENTION - VEHICLES WITHOUT POWER UNITS	16
Item 320 EMPTY MILES AT SHIPPER'S CONVENIENCE	16
Item 324 EQUIPMENT ORDERED BUT NOT USED	16
Item 328 EXCLUSIVE USE FOR EXPEDITED SERVICE	17
Item 332 FUEL SURCHARGE – [EXCLUDES IL]	18
Item 333 FUEL SURCHARGE – [IL ONLY]	19
Item 336 GROSS WEIGHT	20
Item 340 INSIDE DELIVERY	20
Item 344 INSURANCE SURCHARGE	20
Item 348 LAYOVERS, OVERNIGHT AND WEEKEND	20
Item 352 LOADING AND UNLOADING	20

TABLE OF CONTENTS (continued)

	<u>Page(s)</u>
Item 356 LUMPERS	21
Item 360 MINIMUM CHARGE	21
Item 364 MIXED SHIPMENTS	21
Item 368 NEW YORK CITY & LONG ISLAND SURCHARGE	21
Item 372 PALLET EXCHANGE	21
Item 376 PROOF OF DELIVERY CHARGE	21
Item 380 RECONSIGNMENT OR DIVERSION	22
Item 384 RE-DELIVERED, REFUSED, RETURNED, OR UNCLAIMED FREIGHT	22
Item 388 SATURDAY, SUNDAY, OR LEGAL HOLIDAY SERVICE	23
Item 392 SORTING AND SEGREGATING SHIPMENTS	23
Item 396 STOP-OFFS	24
Item 398 STORAGE	25
SECTION 4- CLAIMS LIABILITY, LIMITATIONS, PROCESSING, AND SALVAGE	25-31
Item 400 ACKNOWLEDGMENT OF CLAIMS	25
Item 405 ALTERNATIVE RATES AVAILABLE	25
Item 410 APPLICATION OF CARGO CLAIMS	26
Item 415 CLAIMS LOSS AND DAMAGE - SALVAGE	26
Item 420 DISPOSITION OF CARGO CLAIMS	26
Item 425 DISPOSITION OF CONTESTED CARGO CLAIMS	27
Item 430 DISPOSITION OF OVERAGE	27
Item 435 FILING OF CLAIMS	27-28
Item 440 INADVERTENCE CLAUSE	28
Item 445 INVESTIGATION OF CLAIMS	28
Item 450 LIMITATION OF CARRIER LIABILITY	29
Item 455 PACKING REQUIREMENTS	29
Item 460 PACKING OR PACKAGING – SHORTAGE	29
Item 465 RELEASED VALUATION/SIMPLIFIED PRICING	29
Item 470 SPECIAL AND CONSEQUENTIAL DAMAGES	29
Item 475 SPOTTED EQUIPMENT	30
Item 480 TEMPERATURE CONTROLLED SHIPMENTS	30-31
SECTION 5-COLLECTION AND PAYMENT OF FREIGHT CHARGES	31-33
Item 500 COLLECTION AND PAYMENT OF CHARGES	31
Item 510 DISPOSITION OF FRACTIONS	31
Item 520 INTEREST AND FEES ON PAST DUE ACCOUNTS	31
Item 530 INVOICES	32
Item 540 LIEN FOR FREIGHT CHARGES	32
Item 550 PAYMENT WITHOUT OFFSET	32
Item 560 PRIORITY OF FREIGHT CHARGE OBLIGATION	32
Item 570 THIRD PARTY BILLING	33

**SECTION 1-
GOVERNING PUBLICATIONS AND DEFINITIONS**

Item 100

ABBREVIATIONS AND REFERENCE MARKS

Explanation of abbreviations and reference marks:

C.O.D	.....	Collect On Delivery
CFR	.....	Code of Federal Register
Cwt	.....	Per Hundred Weight
FMCSA	.....	Federal Motor Carrier Safety Administration
Lb	.....	Pound or Pounds
LTL	.....	Less-than-truckload
MC	.....	Motor Carrier
REFE	.....	Standard Alpha Code for Refrigerated Food Express, Inc.
SCAC	.....	Standard Carrier Alpha Code
STBOL	.....	Standard Truckload Bill of Lading
TL	.....	Truckload
USC	.....	United States Code
#	.....	Number

Item 110

APPLICATION OF CIRCULAR

Each provision of this Rules Circular shall apply to each transportation agreement entered into by carrier unless expressly waived in a signed, written agreement.

**SECTION 1-
GOVERNING PUBLICATIONS AND DEFINITIONS (continued)**

Item 120

APPLICATION OF RATES & SCHEDULES

The rules published herein are applicable to all shipments transported by Carrier unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b). Rates and schedules may be published in rate catalogues, on a shipper specific basis, or pursuant to a spot market rate quotation.

Rates and charges on shipments handled by Carrier are applicable on shipments valued at \$150,000 or less. Any declaration of value in excess of \$150,000 is null and void. Any inadvertent acceptance of a shipment(s) bearing a declared value in excess of \$150,000 [weight times value declared per pound] does not constitute a waiver and such shipment(s) will be deemed released to \$150,000.

Commodity Rates - Whenever a commodity rate is published, it removes the application of any other rates on the same commodity. Specific point to point commodity rates take precedence over mileage rates.

Mileage Rates - Mileage will be computed on the total number of miles from initial point of origin to final destination via route of movement.

When mileage rate is based on cents per mile and exact mileage is not shown, apply rate per mile for the previously listed mileage at the actual mileage.

EXAMPLE:

<u>Listed Mileage</u>	<u>Listed Rate Per Mile</u>
1000	150
1500	145

If shipment moves a distance of 1300 miles, the rate is 150 cents per mile on 1300 miles.

Specific point to point commodity rates take precedence over mileage rates. Specific mileage rates take precedence over general mileage rates.

Item 130

BILLS OF LADING

The terms and conditions of the Standard Truckload Bill of Lading shall apply, notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only.

See next page for STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS

**SECTION 1-
GOVERNING PUBLICATIONS AND DEFINITIONS (continued)**

STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS

1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, or resulting from a defect or vice in the property.

2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine months after delivery of the property or in the case of failure to make delivery within 9 months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, that the carrier reimburse the claimant for the premium paid thereon

4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be stored in a public or licensed warehouse at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

7. (a) The consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.

(b) If all or any part of said property is carried by water, and the loss is carried by water and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water.

**SECTION 1 –
GOVERNING PUBLICATIONS AND DEFINITIONS (continued)**

Item 140**CANCELING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE**

When this Rules Circular is formally amended by revised pages, the cancellation of prior pages will be effected by means of this Item. A revised page will not show a cancellation notice. Revisions of each page will be filed in numerical sequence. Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number. For example: "1st Revised Page 10" for a particular shipper will have the effect of canceling Original Page 10.

Item 150**CHARGES IN UNITED STATES DOLLARS**

Unless otherwise agreed in writing between the parties, all rates and charges will be in U.S. currency and payment will be made in same.

Item 160**DEFINITIONS**

- Carrier shall mean Refrigerated Food Express, Inc.
- A shipment is a tender of freight received from one consignor, at one time, at one place, destined to one consignee at one location, and covered by one bill of lading.
- Carrier shall be named on the bill of lading as the origin carrier of all shipments.
- Unless arranged or agreed upon in writing prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch, as that term is defined in common law. Carrier shall not be responsible for special or consequential damages resulting from delayed delivery.
- Spot rate shall mean a rate agreed upon by only shipper, or party responsible for payment of freight charges, and carrier as applicable to a single shipment or, if in writing, a limited number of shipments representing a continuous number of shipments arranged at a single time with a single offer and a single acceptance.
- Truckload shall mean the minimum truckload weight per vehicle indicated in connection with rates named herein. It shall also be defined as any shipment using more than 15 pallets, except as otherwise provided.

Item 170**MILEAGE GUIDE**

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Shipper utilizing the most current version of **PCMiller Practical Route by ALK Associates**.

SECTION 1- GOVERNING PUBLICATIONS AND DEFINITIONS (continued)
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Item 180**NOTICE AND AMENDMENTS**

Upon written request, Carrier will provide its customers and shippers with copies of all applicable rules circulars and rates. Rules circulars and accessorial charges are available on Carrier's website at:

www.refrigeratedfoodexpress.com

and/or by contacting James L. Morse, President, Refrigerated Food Express, Inc., 55 Murphy Drive, Avon, MA 02322-0347; Tel: 508.587.4600 ext 212. E-mail: j.morse@rfxinc.com.

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SECTION 2 - SCOPE OF OPERATIONS
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Item 200**APPOINTMENTS/PICKUP AND DELIVERY TIMES**

Carrier shall make a reasonable effort to schedule pickup and delivery appointments. Appointments shall be made at no charge. Consignee shall facilitate prompt unloading in the event of missed appointments. Carrier shall make every effort to communicate any late or missed appointments to the proper parties but in no way shall Carrier be liable for deductions off of Carrier's freight bills for late or missed appointments.

Item 205**COMMODITY LIMITATIONS**

Carrier does not hold out to transport Objects D'art, Computers, Currency, Documents, Electronic Equipment, Firearms, Furs, Flowers, Garbage, Garments with Fur, Jewelry, Liquor (other than Beer), Live Lobsters, Tobacco, Waste Products, or Anything Valued More Than \$150,000 per Shipment.

SECTION 2 - SCOPE OF OPERATIONS (continued)
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Item 210**IMPORT AND EXPORT FREIGHT (Including Mexico & Canada)**

All freight charges on shipments for export must be prepaid. All freight charges on import third party when so stated on the inland Bill of Lading and when such party is located in the United States. Pier loading or unloading charges will be billed to the party responsible for freight charges with an additional fee of \$10.

Carrier does not accept liability for loss or damage to shipments under transport in the Republic of Mexico. Carrier participates in international shipments originating or destined to Mexico on a combination of rates basis notwithstanding any arrangements for through trailer movements. Shippers are advised that liability for cargo loss in the Republic of Mexico differs from U.S. law (49 U.S.C. 14706) and the special arrangements with the Mexican carrier participating in any trans-border movement is not the Carrier's responsibility.

Limitation of Carrier's Liability for Proper Customs Clearance - Carrier assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by Mexican or Canadian Customs. Carrier does not represent and specifically disclaims any knowledge or expertise in proper customs clearance and inspection matters. Carrier is not responsible for the acts or omission of the Mexican or the Canadian Customs Agent or its affiliated Freight Forwarder that may be selected for the purpose of clearing shipper's merchandise through Customs. Carrier will serve merely as a liaison between shipper and the Mexican or Canadian Custom's Agent (and the Custom's Agent Freight Forwarder) at shipper's request and only as a convenience to shipper. Carrier or party in possession shall not be liable for loss, damage, deterioration of the freight or delay in delivery due to the duration of the period required by customs clearance or inspection.

Trailer Rental - Mexican Shipments. The charge for trailer rental on shipments destined for Mexico will be \$250.00 per day from the time of interchange at the U.S./Mexican border until returned. The calculation of time starts when shipments are tendered to the forwarding agent.

Carrier assumes no cargo loss responsibility for shortage or damage to shipments while in the Republic of Mexico. Clear bills of lading showing safe and damage-free delivery between the U.S./Mexican borders at the pickup or delivery points in the U.S. shall be evidence of Carrier's proper discharge of its cargo responsibility.

Item 215**IMPRACTICAL OPERATIONS**

Nothing in this rules circular shall require the carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier to operate vehicles because of:

- The condition of roads, streets, driveways, or alleys;
- Inadequate loading or unloading facilities; or
- Riots, Acts of God, the public enemy, the authority of law, strikes, labor unrest, the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.

SECTION 2 - SCOPE OF OPERATIONS (continued)
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Item 220**INTERMODAL SHIPMENTS**

Carrier does not participate in the Uniform Intermodal Interchange Agreement (UIIA).

Item 225**INTERSTATE VERSUS INTRASTATE**

The rules set forth in this Circular shall apply to all shipments handled by Carrier regardless of the origin or destination.

Item 230**LESS THAN TRUCKLOAD SERVICE REQUIREMENT**

Carrier's service on behalf of shipper on less than truckload shipments may be co-loaded with other shipper's lading for carrier's convenience. Shipments weighing 25,000 pounds or more, or shipments loaded on 16 pallets or more shall be rated as a truckload and not less than truckload.

Item 235**OVERFLOW SHIPMENTS**

Carrier asserts it does not honor overflow shipments. If shipment does not fit in carrier's equipment, whatever is left behind shall be rated as a separate shipment.

Item 240**PICKUP AND DELIVERY SERVICE**

The rates named herein include pickup or delivery at all points within the limits of cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

Item 245**REGULATED VERSUS EXEMPT**

The rules set forth in this Circular shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by 49 U.S.C. 14706 (the Carmack Amendment).

Item 250**SCHEDULE TIME**

Carrier is not bound to transport property in any particular vehicle in time for any particular market or markets other than to transport merchandise with reasonable dispatch. See Item 200 for rules on pickup or delivery appointment times.

SECTION 2 - SCOPE OF OPERATIONS (continued)
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Item 255**SHIPPER LOAD AND COUNT**

All shipments shall be loaded by the consignor and unloaded by the consignee. Carrier's drivers are instructed to sign bills of lading as shipper load and count or SLC (Shipper's Load & Count). Inadvertent omission of this notation shall not result in a presumption of carrier liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

Item 260**SUBSTITUTED SERVICE**

For its operating convenience, carrier reserves a right to hire other qualified carriers as subcontractors to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to shipper by this circular, bill of lading, and/or contract will be provided.

Item 265**TENDERED AS TRUCKLOAD**

Except on shipments for which exclusive use of vehicle is requested, when a shipment is tendered to carrier as a truckload, the applicable truckload rate will apply and the truckload rate will not alternate with less than truckload rate. Such shipments will be entitled to privileges afforded in rules and regulations pertaining to truckload shipments and will not be governed by rules and regulations pertaining to less than truckload shipments.

When shipment is tendered to carrier and a shipment has begun its movement to destination, a corrected Bill of Lading will not be accepted to remove the truckload application. Charges on shipments moving under provisions of this item must be prepaid or guaranteed by the consignor and the non-recourse stipulation on the Bill of Lading may not be executed.

Item 270**TERRITORIAL SCOPE**

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC-113843 to transport, USDOT 23868, transporting General Commodities (except Class A and B explosives, household goods, and commodities in bulk) between points in the United States

SECTION 2 - SCOPE OF OPERATIONS (continued)
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Item 275**VEHICLES LOADED TO FULL VISUAL CAPACITY**

When a trailer 48' or more in length is loaded to capacity, charges shall be at the applicable truckload rate at the actual weight but not less than the minimum truckload weight.

Except as otherwise provided, any shipment loaded on more than 15 pallets will be considered loaded to full visible capacity and the truckload rate will apply. When a shipment exceeds the capacity of a trailer 48' or more in length, the excess weight will be charged for as a separate truckload shipment.

Item 280**WEIGHT LIMITATIONS**

Carrier shall not be required to accept for transportation any truckload shipment which exceeds 44,000 pounds, or which occupies more than the full visible capacity of the trailer which is provided, or which exceeds the legal weight limit. See Item 235 regarding Overflows.

SECTION 3- ACCESSORIAL CHARGES

Item 300**ACCESSORIAL CHARGES, APPLICATION OF**

In addition to the line haul or base rate for any shipment and unless otherwise agreed in writing, accessorial charges in this section shall apply and shall be reflected on the Carrier's invoice for services rendered.

Item 304**ADDITIONAL LICENSE, PERMIT FEES, AND INBOND PERMITS**

Whenever any additional license or permits are required, such as but not limited to, foreign commerce or customs fees, the charges for same shall be added to the freight invoice. Shipments moving under U.S. Customs Bond will be subject to a charge of \$150.00 for handling each shipment.

**SECTION 3-
ACCESSORIAL CHARGES (continued)**

Item 308

COLLECT ON DELIVERY

Carrier does not hold out to provide a collect on delivery service. Carrier's drivers are not authorized to accept bills of lading which require the consignee to pay the driver in cash or by check for the goods transported as a precondition of delivery except as set forth below. If a collect on delivery shipment is inadvertently accepted and delivered otherwise than as set forth below without obtaining payment or if payment is stopped on uncertified funds, shipper's sole recourse shall be to the consignee. C.O.D. shipments will be handled when carrier has received both verbal and written communication from the party requesting the C.O.D. and when the amount to be collected is indicated in bold figures and in plain sight on the body of the Bill of Lading to the following extent: "Collect on Delivery \$ _____ and remit to _____ Street/City/State/Zip _____."

Only cash, certified check, money order, or bank cashier's check will be accepted unless specifically authorized in writing by shipper.

C.O.D. collections will be remitted to consignor or to other persons designated by the consignor within (15) days after collection. Charges for collecting and remitting will be billed to the shipper. In the event that freight charges and/or C.O.D. fee are also to be collected upon delivery, such request must be in writing by shipper at the time of notification of the C.O.D. itself. When this occurs, carrier will collect its freight charges and C.O.D. fee at time of delivery. However, in the event that consignee does not pay carrier at time of delivery, carrier shall not be responsible for the C.O.D., will not deliver the shipment, and will apply re-delivery charges.

<u>When C.O.D. Amount Collected Is:</u>	<u>Charge For Collecting & Remitting Will Be:</u>
Less than \$500.00	\$30
\$500 to \$1,000	\$40
\$1,000 to \$2,499	\$50
\$2,500 to \$4,999	\$75
\$5,000 and over	at the rate of \$75.00 per \$1,000

SECTION 3- ACCESSORIAL CHARGES (continued)

Item 312**DETENTION - VEHICLES WITH DRIVER AND POWER UNIT**

This item applies on shipments when the carrier's vehicles with driver and power units are delayed or detained beyond the free time provided for herein at time of delivery to the consignee or at time of pick-up at the consignor's place of business when such delay is not the fault of carrier.

Allowable Free Time:

Carrier shall allow 1 hour of free time on LTL (less than truckload) rated shipments and 2 hours of free time on Truckload rated shipments both for loading and unloading for vehicles with power units and drivers.

When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of driver's arrival and that the trailer is available for loading or unloading, as the case may be, but in no case shall time commence prior to the time of any appointment or the actual time of loading or unloading, whichever is first. The ending time shall be the time loading or unloading, as the case may be, has completed and paperwork has been signed.

When computing allowable free time, all driver non-working time shall be excluded. Driver non-working time includes lunch breaks, coffee breaks and rest breaks.

Carrier shall give shipper or consignee the opportunity of signing the detention records and the shipper or consignee is to make any corrections to these records at that time. If shipper or consignee refuses to sign these records, carrier's records will govern.

When the delay is beyond the allowable free time, the charge will be \$35.00 for each 30 minute period or fraction thereof. Charges for detention will be charged to the party responsible for payment of freight charges.

SECTION 3- ACCESSORIAL CHARGES (continued)

Item 316**DETENTION - VEHICLES WITHOUT POWER UNITS**

This item applies when carrier spots a trailer at the facilities of the shipper or consignee for the loading or unloading of shipments upon the request of shipper, but this item nor detention under any other term or condition shall apply if the carrier spots the trailer for carrier's convenience with or without the authorization of shipper or consignee.

Allowable Free Time:

The day of spotting will be free time. After expiration of free time, charges for delaying the trailer beyond free time shall be \$200.00 per 24 hour period or fraction thereof.

Item 320**EMPTY MILES AT SHIPPER'S CONVENIENCE**

When carrier agrees to relocate revenue equipment at the request of consignor or consignee for shipper's or consignee's convenience, a charge of \$1.35 per mile will be billable to the consignor or consignee making the request. Empty miles will be calculated from empty equipment origin to point of equipment utilization based upon the applicable mileage guide.

Item 324**EQUIPMENT ORDERED BUT NOT USED**

When carrier is requested to perform transportation service and dispatches equipment to a point designated in accordance with the instructions of the party ordering the equipment, and instructions to carrier are later changed after the equipment has been dispatched and the equipment is not used due to no fault of carrier, a charge of \$1.35 per mile subject to a minimum charge of \$300 will be made for the empty miles traveled in connection with the equipment ordered and not used. Invoice covering charge will indicate origin from which equipment was dispatched.

SECTION 3- ACCESSORIAL CHARGES (continued)

Item 328**EXCLUSIVE USE FOR EXPEDITED SERVICE**

Carrier is not bound to transport property in any particular vehicle in time for any particular market other than to transport merchandise with reasonable dispatch. Carrier is not responsible for any loss which might be incurred as a result of special or consequential damages. Unless shipper makes arrangements for team drivers or special relays, shipper understands that truckload shipments will be transported from origin to destination by a single driver in accordance with the U.S. Department of Transportation hours of service requirements.

Upon demand by consignor or consignee, the exclusive use of a vehicle for expedited service will be assigned to the transportation of a shipment subject to the following conditions:

- a) Only one vehicle per shipment will be furnished except that if quantity of freight tendered exceeds the loading capacity of the vehicle furnished, the excess will be loaded in a separate vehicle or vehicles, in which case the charges provided herein apply to each vehicle used in the shipment.
- b) The demand must be given in writing, attached and referred to, or inserted in the Bill of Lading.
- c) The vehicle will be devoted exclusively to the transportation of the shipment without transfer of lading and without the breaking of seals, if any have been applied, except in cases of emergency when the shipment will be given the exclusive use of the vehicle to which it is transferred.
- d) An additional charge of 20% of the line haul rate will be assessed on line haul charges only to the party making the request. The bill of lading must be noted "Carrier requested to provide expedited or team service." These charges will be in addition to all other applicable charges.
- e) Charges on shipments moving under the provisions of this part are to be paid or guaranteed by the party requesting the service and the non-recourse clause on the Bill of Lading may not be executed.

**SECTION 3-
ACCESSORIAL CHARGES (continued)**

Item 332 - [Note: This item does not apply on shipments handled through carrier's LTL dispatch terminal in IL. See item 333 for the IL operations Fuel Surcharge Program.]

FUEL SURCHARGE

Except as otherwise provided, a Fuel Surcharge shall be billed to the party responsible for payment of freight charges on each shipment in addition to all other charges. The average price of fuel is announced weekly by the Department of Energy's Diesel Fuel Hotline (202-586-6966). The Truckload surcharge is based on cents per mile (total shipment miles via route of movement) using the same mileage software as the shipment's current line-haul rates on truckload rated shipments, and a percentage of fuel consuming revenue on less than truckload shipments. Surcharges as follows:

7 Regions	States Within Each Region
Central Atlantic	DC DE MD NJ NY PA
Gulf Coast	AL AR LA MS NM TX
Lower Atlantic	FL GA NC SC VA WV
Mid-west	IA IL IN KS KY MI MN MO NE ND OH OK SD TN WI
New England	CT ME MA NH RI VT
Rocky Mountain	CO ID MT UT WY
West Coast	AK AZ CA HI NV OR WA

Regional Average Price Per Gallon	Truckload Rated Fuel Surcharge FSC	LTL Rated	X	Regional Average Price Per Gallon	Truckload Rated Fuel Surcharge FSC	LTL Rated
Less than \$1.149	\$0.00/mile	0.0%	X	\$3.650 - \$3.699	\$0.51/mile	26.5%
\$1.150 - \$1.199	\$0.01/mile	0.5%	X	\$3.700 - \$3.749	\$0.52/mile	27.0%
\$1.200 - \$1.249	\$0.02/mile	1.0%	X	\$3.750 - \$3.799	\$0.53/mile	27.5%
\$1.250 - \$1.299	\$0.03/mile	2.0%	X	\$3.800 - \$3.849	\$0.54/mile	28.0%
\$1.300 - \$1.349	\$0.04/mile	3.0%	X	\$3.850 - \$3.899	\$0.55/mile	28.5%
\$1.350 - \$1.399	\$0.05/mile	3.5%	X	\$3.900 - \$3.949	\$0.56/mile	29.0%
\$1.400 - \$1.449	\$0.06/mile	4.0%	X	\$3.950 - \$3.999	\$0.57/mile	29.5%
\$1.450 - \$1.499	\$0.07/mile	4.5%	X	\$4.000 - \$4.049	\$0.58/mile	30.0%
\$1.500 - \$1.549	\$0.08/mile	5.0%	X	\$4.050 - \$4.099	\$0.59/mile	30.5%
\$1.550 - \$1.599	\$0.09/mile	5.5%	X	\$4.100 - \$4.149	\$0.60/mile	31.0%
\$1.600 - \$1.649	\$0.10/mile	6.0%	X	\$4.150 - \$4.199	\$0.61/mile	31.5%
\$1.650 - \$1.699	\$0.11/mile	6.5%	X	\$4.200 - \$4.249	\$0.62/mile	32.0%
\$1.700 - \$1.749	\$0.12/mile	7.0%	X	\$4.250 - \$4.299	\$0.62/mile	32.5%
\$1.750 - \$1.799	\$0.13/mile	7.5%	X	\$4.300 - \$4.349	\$0.64/mile	33.0%
\$1.800 - \$1.849	\$0.14/mile	8.0%	X	\$4.350 - \$4.399	\$0.65/mile	33.5%
\$1.850 - \$1.899	\$0.15/mile	8.5%	X	\$4.400 - \$4.449	\$0.66/mile	34.0%
\$1.900 - \$1.949	\$0.16/mile	9.0%	X	\$4.450 - \$4.499	\$0.67/mile	34.5%
\$1.950 - \$1.999	\$0.17/mile	9.5%	X	\$4.500 - \$4.549	\$0.68/mile	35.0%
\$2.000 - \$2.049	\$0.18/mile	10.0%	X	\$4.550 - \$4.599	\$0.69/mile	35.5%
\$2.050 - \$2.099	\$0.19/mile	10.5%	X	\$4.600 - \$4.649	\$0.70/mile	36.0%
\$2.100 - \$2.149	\$0.20/mile	11.0%	X	\$4.650 - \$4.699	\$0.71/mile	36.5%
\$2.150 - \$2.199	\$0.21/mile	11.5%	X	\$4.700 - \$4.749	\$0.72/mile	37.0%
\$2.200 - \$2.249	\$0.22/mile	12.0%	X	\$4.750 - \$4.799	\$0.73/mile	37.5%
\$2.250 - \$2.299	\$0.23/mile	12.5%	X	\$4.800 - \$4.849	\$0.74/mile	38.0%
\$2.300 - \$2.349	\$0.24/mile	13.0%	X	\$4.850 - \$4.899	\$0.75/mile	38.5%
\$2.350 - \$2.399	\$0.25/mile	13.5%	X	\$4.900 - \$4.949	\$0.76/mile	39.0%
\$2.400 - \$2.449	\$0.26/mile	14.0%	X	\$4.950 - \$4.999	\$0.77/mile	39.5%
\$2.450 - \$2.499	\$0.27/mile	14.5%	X	\$5.000 - \$5.049	\$0.78/mile	40.0%
\$2.500 - \$2.549	\$0.28/mile	15.0%	X	\$5.050 - \$5.099	\$0.79/mile	40.5%
\$2.550 - \$2.599	\$0.29/mile	15.5%	X	\$5.100 - \$5.149	\$0.80/mile	41.0%
\$2.600 - \$2.649	\$0.30/mile	16.0%	X	\$5.150 - \$5.199	\$0.81/mile	41.5%
\$2.650 - \$2.699	\$0.31/mile	16.5%	X	\$5.200 - \$5.249	\$0.82/mile	42.0%
\$2.700 - \$2.749	\$0.32/mile	17.0%	X	\$5.250 - \$5.299	\$0.83/mile	42.5%
\$2.750 - \$2.799	\$0.33/mile	17.5%	X	\$5.300 - \$5.349	\$0.84/mile	43.0%
\$2.800 - \$2.849	\$0.34/mile	18.0%	X	\$5.350 - \$5.399	\$0.85/mile	43.5%
\$2.850 - \$2.899	\$0.35/mile	18.5%	X	\$5.400 - \$5.449	\$0.86/mile	44.0%
\$2.900 - \$2.949	\$0.36/mile	19.0%	X	\$5.450 - \$5.499	\$0.87/mile	44.5%
\$2.950 - \$2.999	\$0.37/mile	19.5%	X	\$5.500 - \$5.549	\$0.88/mile	45.0%
\$3.000 - \$3.049	\$0.38/mile	20.0%	X	\$5.550 - \$5.599	\$0.89/mile	45.5%
\$3.050 - \$3.099	\$0.39/mile	20.5%	X	\$5.600 - \$5.649	\$0.90/mile	46.0%
\$3.100 - \$3.149	\$0.40/mile	21.0%	X	\$5.650 - \$5.699	\$0.91/mile	46.5%
\$3.150 - \$3.199	\$0.41/mile	21.5%	X	\$5.700 - \$5.649	\$0.92/mile	47.0%
\$3.200 - \$3.249	\$0.42/mile	22.0%	X	\$5.750 - \$5.799	\$0.93/mile	47.5%
\$3.250 - \$3.299	\$0.43/mile	22.5%	X	\$5.800 - \$5.749	\$0.94/mile	48.0%
\$3.300 - \$3.349	\$0.44/mile	23.0%	X	\$5.850 - \$5.899	\$0.95/mile	48.5%
\$3.350 - \$3.399	\$0.45/mile	23.5%	X	\$5.900 - \$5.849	\$0.96/mile	49.0%
\$3.400 - \$3.449	\$0.46/mile	24.0%	X	\$5.950 - \$5.999	\$0.97/mile	49.5%
\$3.450 - \$3.499	\$0.47/mile	24.5%	X	\$6.000 - \$5.949	\$0.98/mile	50.0%
\$3.500 - \$3.549	\$0.48/mile	25.0%	X	\$6.050 - \$6.099	\$0.99/mile	50.5%
\$3.550 - \$3.599	\$0.49/mile	25.5%	X	\$6.100 - \$6.049	\$1.00/mile	51.0%
\$3.600 - \$3.649	\$0.50/mile	26.0%	X	\$6.150 - \$6.199	\$1.01/mile	51.5%

**SECTION 3-
ACCESSORIAL CHARGES (continued)**

Item 333 – [Note: This item only applies on shipments handled through carrier’s LTL dispatch terminal in IL. See item 332 for standard fuel surcharge program.]

Base Fuel Charge: \$1.15

Retail On-Highway Diesel Price Index to be used:

Fuel Cost From	To	Percentage (+/-)	*	Fuel Cost From	To	Percentage (+/-)
1.150	1.209	0.00%	*	3.670	3.729	31.00%
1.210	1.269	1.00%	*	3.730	3.789	31.50%
1.270	1.329	2.00%	*	3.790	3.849	32.00%
1.330	1.389	3.00%	*	3.850	3.909	32.50%
1.390	1.449	4.00%	*	3.910	3.969	33.00%
1.450	1.509	5.00%	*	3.970	4.029	33.50%
1.510	1.569	6.00%	*	4.030	4.089	34.00%
1.570	1.629	7.00%	*	4.090	4.149	34.50%
1.630	1.689	8.00%	*	4.150	4.209	35.00%
1.690	1.749	9.00%	*	4.210	4.269	35.50%
1.810	1.869	11.00%	*	4.330	4.389	36.50%
1.870	1.929	12.00%	*	4.390	4.449	37.00%
1.930	1.989	13.00%	*	4.450	4.509	37.50%
1.990	2.049	14.00%	*	4.510	4.569	38.00%
2.050	2.109	15.00%	*	4.570	4.629	38.50%
2.110	2.169	16.00%	*	4.630	4.689	39.00%
2.170	2.229	17.00%	*	4.690	4.749	39.50%
2.230	2.289	18.00%	*	4.750	4.809	40.00%
2.290	2.349	19.00%	*	4.810	4.869	40.50%
2.350	2.409	20.00%	*	4.870	4.929	41.00%
2.410	2.469	20.50%	*	4.930	4.989	41.50%
2.470	2.529	21.00%	*	4.990	5.049	42.00%
2.530	2.589	21.50%	*	5.050	5.109	42.50%
2.590	2.649	22.00%	*	5.110	5.169	43.00%
2.650	2.709	22.50%	*	5.170	5.229	43.50%
2.710	2.769	23.00%	*	5.230	5.289	44.00%
2.770	2.829	23.50%	*	5.290	5.349	44.50%
2.830	2.889	24.00%	*	5.350	5.409	45.00%
2.890	2.949	24.50%	*	5.410	5.469	45.50%
2.950	3.009	25.00%	*	5.470	5.529	46.00%
3.010	3.069	25.50%	*	5.530	5.589	46.50%
3.070	3.129	26.00%	*	5.590	5.649	47.00%
3.130	3.189	26.50%	*	5.650	5.709	47.50%
3.190	3.249	27.00%	*	5.710	5.769	48.00%
3.250	3.309	27.50%	*	5.770	5.829	48.50%
3.310	3.369	28.00%	*	5.830	5.889	49.00%
3.370	3.429	28.50%	*	5.890	5.949	49.50%
3.430	3.489	29.00%	*	5.950	6.009	50.00%
3.490	3.549	29.50%	*	6.010	6.069	50.50%
3.550	3.609	30.00%	*	6.070	6.129	51.00%
3.610	3.669	30.50%	*	6.130	6.189	51.50%

Notes:

- The fuel surcharge will be based on the Energy Information Association (EIA) US Average (National) fuel index updated each Monday unless otherwise noted.
- The fuel surcharge will be effective at 12:01 AM each Monday and apply to all shipments through 12:00 PM midnight the following Sunday.
- The Weekly Retail On-Highway Diesel Prices can be found at www.eia.doe.gov, click Gas & Diesel Fuel Update.

SECTION 3- ACCESSORIAL CHARGES (continued)

Item 336**GROSS WEIGHT**

Except as otherwise provided, the rates apply on the gross weight of the shipment, including the weight of any packaging, dunnage, container, crating, pallets, or other materials used in the shipment.

Item 340**INSIDE DELIVERY**

When requested by consignee, and carrier's operating conditions permit, the carrier may move shipments or portion of shipments from positions beyond a shipping/receiving dock. Services provided under this item will be assessed \$1.00 per 100 pounds subject to a minimum charge of \$25 per shipment per vehicle for each stop separately. The charges provided in this item will be in addition to all other lawful charges and will be collected from the party responsible for payment of freight charges.

Item 344**INSURANCE SURCHARGE**

LTL rated shipments of 25,000 lbs or less are subject to an Insurance Surcharge of 2%. On truckload rated shipments, an Insurance Surcharge of 1% shall apply. The Insurance Surcharge will be shown separately on the freight bill and added to the total charges. The percentage calculation shall be rounded off to the nearest whole cent.

Item 348**LAYOVERS, OVERNIGHT AND WEEKEND**

When carrier's vehicle arrives at point(s) of loading during normal business hours and when due to conditions over which the carrier has no control, the shipper or consignee cannot complete loading and/or unloading causing the vehicle to remain until the next day or succeeding days, the time spent will be charged as follows:

1st day between 5pm and 8am, \$250; 2nd & each day thereafter, \$500 per day.

Item 352**LOADING AND UNLOADING OF FREIGHT**

Carrier's rates are based on Shipper Load / Consignee Unload. When the driver is required to assist or actually load or unload, a charge of \$150.00 shall apply for each service in addition to all other applicable charges. Carrier does not obligate itself to furnish extra labor.

The term loading as used in this item means the physical movement of freight into the carrier's vehicle from shipper's platform, dock, doorway, or other such locations directly accessible to carrier's vehicle and stacking and storing ready for transporting. The term unloading as used in this item means the physical movement of freight from the carrier's vehicle to a platform, dock, doorway, or other such locations directly accessible to carrier's vehicle and immediately adjacent thereto, or the physical movement of freight from shipper pallets on to consignee pallets.

SECTION 3- ACCESSORIAL CHARGES (continued)

Item 356**LUMPERS**

When Carrier is required to pay a lumper to unload the shipment, the lumper fee shall be billed to the party responsible for payment of freight charges.

Item 360**MINIMUM CHARGE**

Except as otherwise provided, the truckload minimum charge shall be \$700.

Item 364**MIXED SHIPMENTS**

Except as otherwise provided, where more than one commodity is shown in an individual item, the rate or rates apply on straight or mixed shipments of those commodities. Except as otherwise provided, on shipments of mixed commodities that are subject to rates in different tariff items, any deficit weight will be charged for at lowest rated commodity.

Item 368**NEW YORK CITY & LONG ISLAND SURCHARGE**

For shipments originating at or destined to New York City (5 Burroughs), NY or Long Island, NY, a surcharge of \$200.00 shall apply. Over dimensional and overweight shipments which require permits will be subject to a surcharge of \$20.00 per permit plus the cost of any special license or permit required.

Item 372**PALLET EXCHANGE**

When carrier is requested to provide pallets (pallet exchange), a minimum charge of \$6.00 per pallet shall be assessed in addition to all other applicable rates and charges. Requests for pallet exchange service must be noted on the Bill of Lading at the time of pickup by carrier. Charges for this service will be billed to the party paying the freight charges.

Item 376**PROOF OF DELIVERY CHARGE**

When carrier is requested to furnish proof of delivery on a shipment, there is no charge provided the request is less than 6 months from date of delivery. On shipments 6 months or older, the charge is \$15.

SECTION 3- ACCESSORIAL CHARGES (continued)

Item 380**RECONSIGNMENT OR DIVERSION**

A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

- The term "diversion" or "reconsignment" shall mean a change in the name of the consignee and/or destination of the shipment, except as otherwise provided herein, or any other instructions given to carrier requiring an addition to or change in billing necessary to effect delivery or involving an additional movement of the truck.
- A request for reconsignment or diversion must be confirmed in writing, which shall include facsimile transmissions.
- A charge of \$1.35 per mile subject to a minimum charge of \$100.00 will apply provided the new destination is located in the same state. If the new destination is not located in the same state, the reconsignment portion of the shipment will be rated as if it was a new shipment from the point of reconsignment to the new destination. Mileage to be computed from point of reconsignment to the new destination.
- If the shipment is returned to the origin point, the rate to be applied will be the applicable rate to the most distant point actually traveled in addition to the mileage rate from same back to point of origin.

Item 384**RE-DELIVERED, REFUSED, RETURNED, OR UNCLAIMED FREIGHT**

Upon refusal by consignee, carrier shall contact shipper as to disposition of shipment or part lot thereof. If shipper is desirous to have shipment or part lot returned to point of origin or to another plant or warehouse, or re-delivered, carrier will do so at the following rates and charges:

Should carrier, after exercise of due diligence, be unable to effect delivery to the person authorized to receive shipment, or authorization to return shipment to origin, shipments will be placed in the nearest available public storage warehouse in the name of the shipper subject to the carrier's lien for charges. Notice of such action will immediately be mailed to both the shipper and consignee via Certified or Registered U.S. Mail.

- On truckload shipments, the rate applicable to the outbound move in effect on the date of return move to point of origin or at the applicable mileage rate from point of refusal to another plant or warehouse.
- On LTL shipments, the return or re-delivery charge shall be at the same rate as the outbound move.

Carrier reserves the right to schedule the re-delivery or return according to its reasonable convenience.

SECTION 3- ACCESSORIAL CHARGES (continued)

Item 388**SATURDAY, SUNDAY, OR LEGAL HOLIDAY SERVICE**

Except as otherwise provided, when a shipper or consignee requests pickup or delivery of freight on Saturdays, Sundays, or legal holidays as specified herein, the following charges will be assessed in addition to all other lawfully applicable rates and charges:

- Saturdays other than Holidays - \$50 per man hour or fraction thereof, subject to a minimum charge of \$250 per man.
- On Sundays or Holidays - \$75 per man hour or fraction thereof, subject to a minimum charge of \$350 per man.
- Computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading at premises of the consignor or consignee. Time shall end upon completion of loading or unloading and receipt by the driver of signed Bill of Lading or receipt for delivery as the case may be.
- For the purpose of this rule, whenever a holiday falls on Sunday, it shall be considered as falling on the succeeding Monday.
- The following shall be deemed holidays under this rule: Christmas – Good Friday – Independence Day – Memorial Day – New Year's Day – Thanksgiving Day
- This rule shall not be construed as obligating the carrier to furnish pickup or delivery service on the days stated herein.

Item 392**SORTING AND SEGREGATING SHIPMENTS**

When shipment is tendered to carrier in lots according to size, brand, flavor, or other distinguishing characteristics, carrier may deliver to the consignee in the same manner. When carrier is requested to make delivery in a sorted or segregated manner, a charge of 85 cents per 100 lbs. will be assessed against the party requesting such sorting and/or segregating, subject to a minimum charge of \$100.

SECTION 3- ACCESSORIAL CHARGES (continued)

Item 396**STOP-OFF IN TRANSIT**

Except as otherwise provided, truckload shipments received from one consignor at one point at one time and covered by one bill of lading, may be stopped in transit for partial loading and/or unloading only at points within the scope of Carrier's operations or as otherwise agreed by Carrier subject to the following provisions:

- Shipments received from one consignor at one point at one time and covered by one bill of lading, may be stopped in transit for partial loading and/or unloading only at points within the scope of carrier's operations or as otherwise agreed by carrier.
- Stop-offs shall be permitted whether for completion of loading or for partial unloading or for both purposes, excluding original pick up and final delivery.
- At the time of tender of shipment, or any portion thereof, the carrier shall be furnished with full information as to the names and addresses of the intermediate parties from whom pick ups or to whom deliveries, as the case may be, are to be made, together with information clearly identifying each component lot comprising the truckload shipment. This required information shall appear on, or on a separate sheet attached to and made part of the Bill of Lading issued for the truckload shipment. The component lots comprising the truckload shipment shall be tendered by the shipper to the carrier in such loading order as may be designated by the carrier.
- Freight charges on a shipment stopped to partially load or unload must be prepaid or guaranteed by the shipper. If not prepaid, the shipper must show on the bill of lading the name of one party from whom the entire freight charges, including the stop-off charges, shall be collected, which must be a party to whom a portion of the shipment is to be delivered.
- Stop-offs for partial loading or unloading will not be permitted on shipments moving on which Section 7 of the bill of lading has been executed.
- The driver of the vehicle shall obtain in writing a statement such as a notation on the freight bill or delivery receipt of the quantity and description of the portion of the shipment unloaded at each stop-off point or on the bill of lading.
- All charges shall be computed on the total weight of the shipment (subject to a specified minimum weight) at the rate applicable from or to the highest rated point.
- The charge for each stop, excluding initial pick up and final destination, will be \$75 for the first 2 stops; \$150 for the 3rd stop, \$250 for the 4th stop. Maximum 4 stop-offs and a final.
- In the event that customer's rates are on point to point rates, the rate applicable to the highest rated point shall apply, plus stop-off charges, with no penalty provided the mileage does not exceed 110.0% of the total direct miles from point of origin to most distant point of destination. A charge of 135 cents per mile shall be assessed for those miles traveled beyond the allowable distance.
- In the event that customer's rates are derived from mileage rates, rates apply on the total number of miles from point of initial origin via all intermediate stop-off points to point of final destination, plus stop-off charges.

**SECTION 3-
ACCESSORIAL CHARGES (continued)**

Item 398

STORAGE

Freight held in carrier's possession by reason of an act, request, or omission of the consignor, consignee, or owner, or for inspection by authorities, and through no fault of the carrier, will be considered stored immediately and will be subject to a charge of \$250 per day.

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**SECTION 4-
CLAIMS LIABILITY, LIMITATIONS, PROCESSING, AND SALVAGE**

Item 400

ACKNOWLEDGMENT OF CLAIMS

Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.

Carrier shall, at the time each claim is received, create a separate file and assign thereto a specific unique claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received, carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in carrier's written acknowledgment of receipt to the claimant.

Item 405

ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates from carrier on shipments with higher release values by calling carrier's Directors of Marketing at 732-831-0801. Any such alternative rate shall be reflected by the insertion of the higher release value and specially assigned identification number on the bill of lading at the time of pick-up.

**SECTION 4-
CLAIMS LIABILITY, LIMITATIONS, PROCESSING, AND SALVAGE (continued)**

Item 410**APPLICATION OF CARGO CLAIMS**

The provisions of this Circular are filed in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. 370 and the STBOL) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

Item 415**CLAIMS - LOSS AND DAMAGE - SALVAGE**

(A) Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest thereon. Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

(B) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

(C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Item 420**DISPOSITION OF CARGO CLAIMS**

Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by carrier; provided, however, that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, carrier shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each such advice to the claimant in its claim file thereon.

SECTION 4- CLAIMS LIABILITY, LIMITATIONS, PROCESSING, AND SALVAGE (continued)
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Item 425**DISPOSITION OF CONTESTED CARGO CLAIMS**

Unless the parties agree to voluntary alternative dispute resolution, disputed claims will be subject to 49 U.S.C. § 14706 (the Carmack Amendment) subject to any applicable released values. Claimant waives any right to setoff or offset of contested and unliquidated cargo claims against freight charges otherwise due to carrier as a precondition of service. Claimants agree to forfeiture of any contested claim asserted by it as a setoff after notice and demand for freight charges.

Item 430**DISPOSITION OF OVERAGE**

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by carrier upon request in return for payment of carrier's applicable freight charges.

In the event consignor and consignee decline to accept overages and mitigate damages, carrier shall treat any overage as salvage and after notice shall sell same in accordance with the bill of lading contract and the terms of this Circular. The proceeds of any such sale less carrier's freight and storage charges shall be remitted to the person or persons lawfully entitled to receive same.

Carrier shall not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

Item 435**FILING OF CLAIMS**

Claims in writing are required within nine (9) months from the date of delivery or a reasonable time during which delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (b) of this Item with carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract of carriage, and all rules circular provisions applicable thereto. Claims for concealed damages will be submitted to carrier within forty-eight (48) hours of delivery. Any suit to recover loss of damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.

Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between carrier and shipper.

Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and

SECTION 4-
CLAIMS LIABILITY, LIMITATIONS, PROCESSING, AND SALVAGE (continued)

Item 435 (continued)

cents or otherwise shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as dollar amount "more or less", Carrier shall determine the condition of the shipment involved at the time of delivery; whether or not it was delivered; and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (b) above.

Item 440

INADVERTENCE CLAUSE

If a shipper declares a value exceeding \$.23 per pound per article or \$100,000.00 per truckload without insertion of the corresponding specially assigned identification number, the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value of \$.23 per pound per article or \$100,000.00 per truckload, whichever is less, and the shipment will move subject to such limitation of liability.

Item 445

INVESTIGATION OF CLAIMS

Prompt investigation - Each claim filed against carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. Unless perishable commodities are involved, the shipper or consignee in possession shall afford carrier five (5) days to inspect any damaged shipment prior to dispensation.

Supporting documents - When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.

Verification of loss - A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.

**SECTION 4-
CLAIMS LIABILITY, LIMITATIONS, PROCESSING, AND SALVAGE (continued)**

Item 450**LIMITATION OF CARRIER LIABILITY**

Carrier will not be liable to the owner of property for loss or delay caused by (1) an act of default of the shipper, owner or consignee; (2) an Act of God, the public enemy, authority of law, quarantine, embargo, riot, strike, perils of navigation, or hazard and danger incident to a state of war; and (3) freezing or spoiling of any perishable goods or property or for natural shrinkage. Carrier shall not be liable for any special, incidental, indirect or consequential damages (including without limitation lost profits or business opportunity) or punitive or exemplary damages incurred or suffered by the shipper as a result of overage, shortage or damage to shipments transported.

Item 455**PACKING REQUIREMENTS**

Commodities must be in packages which afford reasonable and proper protection of contents. Shipments will not be accepted for transportation when in the carrier's judgment packaging will not permit safe transportation.

Item 460**PACKING OR PACKAGING - SHORTAGE**

Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

Item 465**RELEASED VALUATION/SIMPLIFIED PRICING**

The declared value of any shipment represents carrier's maximum liability for loss, damage, injury or delay, including misdelivery or nondelivery. Carrier is not liable for any loss or damage, whether direct or indirect, incidental or consequential, general or special, in excess of the declared value of the shipment, including loss or profit or income. Notwithstanding shipper's declaration of value, carrier's liability shall in no event exceed the actual value of the shipment at the time and place accepted by carrier for transportation.

In consideration of the transportation charges which are dependent on declared value, unless a higher value is stated on the shipping document at time of tender to carrier, each item, article or package will be deemed to have a declared value of 24 cents per pound subject to a maximum value of \$150,000 per shipment.

NOTE: A declaration of value and payment of carrier's ad valorem charge does not constitute insurance. Shippers are advised to contact their insurance agent, broker or company representative if insurance coverage is desired.

Unless a greater value is declared in writing in the space provided on the b.o.l., the shipper declares the released value of each article or package to be no greater than 24 cents per pound. The foregoing limitation is our maximum responsibility for loss, damage, delay, destruction, theft, misdelivery, nondelivery or any other cause or event, whether or not resulting from negligence.

Customer may elect to declare a higher value and pay carrier's ad valorem charge of \$2.50 per \$100 of declared value subject to a minimum charge of \$10.00.

Item 470**SPECIAL AND CONSEQUENTIAL DAMAGES**

Carrier shall not be liable for special, incidental, indirect or consequential damages (including without limitation, lost profits or business opportunity, or punitive and exemplary damages) incurred or suffered by the Shipper as a result of shortage, damage or delay.

**SECTION 4-
CLAIMS LIABILITY, LIMITATIONS, PROCESSING, AND SALVAGE (continued)**

Item 475**SPOTTED EQUIPMENT**

Carrier responsibility for cargo begins when Carrier picks up a shipment from the shipper's dock, or in the case of spotted equipment, when carrier takes physical possession of the loaded trailer. Carrier's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

Item 480**TEMPERATURE CONTROLLED SHIPMENTS**

This provision applies on both regulated and exempt shipments which require temperature controlled service in interstate, intrastate, and foreign commerce.

Except as otherwise provided, carrier will provide adequate protection from heat or cold during the course of transportation when requested to do so in writing and so noted on the Bill of Lading. Commodities will be transported and maintained at a temperature which is no higher than the temperature of commodities at the time they are accepted by the carrier but in no case shall carrier be responsible for maintaining temperature below zero degrees Fahrenheit.

When carrier is requested to provide lower temperature than that provided in the above paragraph, carrier will make a reasonable effort to do so but in no case does carrier guarantee to reduce or provide a temperature other than provided as set forth above.

Where perishable commodities are transported, the carrier will not be responsible for any claims unless carrier is notified at time of delivery. In no case shall carrier be responsible for damage to product when carrier accepts a shipment as a unit (master cases, unitized, or palletized shipments, etc.) when damage is not outwardly detectable.

- Notice of Temperature Control - Customers of Carrier shall provide carrier written notice of any temperature control requirements at the time the load is booked. Customer shall specify a range of temperatures of not less than 10 degrees Fahrenheit which shall also be communicated to the driver at the time of pickup and which must be noted on the bill of lading by the consignor.
- Pre-cooled Requirements - Consignors warrant that all temperature controlled shipments have been properly pre-cooled to the appropriate temperature for transportation as shown on the bill of lading prior to tender. Mechanical refrigeration units on trailers are capable of maintaining normal temperatures during transit but are not intended to raise or lower the temperature of shipments.
- Consignee Duty Upon Delivery - The consignee shall accept delivery of all undamaged products and shall immediately remove all shipments to appropriate temperature controlled storage areas. In the event of temperature damage noted at time of delivery, consignee shall (1) make appropriate exceptions on the delivery receipt; (2) segregate and protect the damaged product, providing immediate notification to the carrier; (3) make arrangements for USDA and/or carrier inspection; and (4) follow salvage procedures as otherwise specified. Each consignee shall accept the common law duty to mitigate damages.

**SECTION 4-
CLAIMS LIABILITY, LIMITATIONS, PROCESSING, AND SALVAGE (continued)**

Item 480 (continued)

- Presumption of Temperature Damage - Evidence of damage due to temperature as a noted exception to a bill of lading at time of receipt when coupled with evidence of tender in good order shall create a rebuttable presumption of carrier liability. This presumption may be rebutted by inclusive evidence showing proper temperature maintenance during transit.
- Reasonable Dispatch - Carrier shall transport all shipments in accordance with reasonable dispatch as defined in paragraph 2 of the uniform straight bill of lading.

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**SECTION 5-
COLLECTION AND PAYMENT OF FREIGHT CHARGES**

Item 500

COLLECTION AND PAYMENT OF CHARGES

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered. Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them for a period of thirty (30) days, or as otherwise agreed to with shipper in writing, excluding Sundays and legal holidays, from the presentation of the freight bill.

Item 510

DISPOSITION OF FRACTIONS

To dispose of fractions in computing the freight charges on a shipment, omit fractions of less than one-half of one cent, and increase to the next whole figure fractions of one-half of one cent or greater.

Item 520

INTEREST AND FEES ON PAST DUE ACCOUNTS

Carrier will assess one and one-half percent (1.5%) per month on past due indebtedness for collection, handling, late fees and interest. In the event carrier deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, shipper shall pay attorneys' fees in the amount of \$300.00 or thirty-three percent (33%), whichever is greater.

**Any suit arising from the payment and/or collection of carrier's freight charges shall be filed in Massachusetts and/or the United States of America.*

**SECTION 5-
COLLECTION AND PAYMENT OF FREIGHT CHARGES (continued)**

Item 530**INVOICES**

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this circular.

Item 540**LIEN FOR FREIGHT CHARGES**

Carrier shall have a possessory lien on shipments in its dominion and control for the payment of freight charges past and present.

Item 550**PAYMENT WITHOUT OFFSET**

Consignor and/or Consignee shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Circular and following and neither consignor nor consignee shall deprive carrier of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due.

Item 560**PRIORITY OF FREIGHT CHARGE OBLIGATION**

When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for freight charges inclusive of carrier's rates, the following rules shall apply:

- The intermediary will segregate money due owing to carrier from other accounts.
- Intermediary will pay carrier without offset from funds received and shall not co-mingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
- When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
- When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R. 371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
- In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.
- Carrier preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the STBOL is signed, and to the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with to Section 7 of the STBOL.

**SECTION 5-
COLLECTION AND PAYMENT OF FREIGHT CHARGES (continued)**

Item 570

THIRD PARTY BILLING

When a party other than the consignor or consignee on the Bill of Lading is responsible for paying the freight charges, the name and address of such third party must be placed on the Bill of Lading by the consignor at time of shipment, except as otherwise provided in paragraph 3.

When consignor requests carrier to bill a third party, the shipment must be prepaid and payment of charges is guaranteed by the consignor and the consignee if the third party fails to pay such charges within the time allowed under applicable credit regulations. Any such shipments will not be accepted if the consignor executes a non-recourse provision of the bill of lading.

When consignor or consignee instructs the carrier to bill freight charge to a third party and such information is not shown on Bill of Lading at time of shipment, an additional charge of \$15 will be assessed for a new billing in addition to all other applicable charges to be assessed against the party billed for freight charges. This paragraph will not apply on export shipments.

Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a non-recourse provision of the bill of lading.