

SPRINTER EMERGENCY TRANSPORT INC.

MC 658548

TARIFF GOVERNING RULES, REGULATIONS AND SCOPE OF OPERATIONS

APPLICABLE ON SHIPMENTS
BETWEEN POINTS IN THE UNITED
STATES, CANADA, and MEXICO
and INTERMODAL SHIPMENTS

This Tariff Applies on International, Interstate, and Intrastate Traffic.

EFFECTIVE: May 1, 2021

Issued by:

Sprinter Emergency Transport Inc.
3560 Odyssey Drive, Unit 5
Mississauga, Ontario, L5M 0Z9
Canada

SECTION 1 – GENERAL TERMS

ITEM 100

DEFINITIONS

1. Except as provided in ITEM 900, the term **“shipment”** means a lot of freight tendered by a shipper to a carrier at one place at one time for delivery to one consignee at one destination on one bill of lading.
2. The term **“point”** means a particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.
3. The term **“place”** (see NOTE A) means a particular street, address or other designation of the factory, store, warehouse, place of business or private residence at a “point.”
4. The term **“site”** means a particular platform or specific location for loading or unloading at a “place.”
5. The term **“truck”** means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
6. The term **“business day”** means each day, Monday thru Friday, excluding holidays.
7. The term **“holiday”** means any day designated as a full holiday (not ½ day) nationally, by Federal or State Statute or by local proclamation. When the holiday falls on Sunday, the following Monday will be considered a “holiday.”
8. The term **“carrier”**, **“consignor”** or **“consignee”** include the authorized representatives or agents of such “carrier”, “consignor” or “consignee.”
9. The term **“Consignor to load the shipment”** means the consignor will perform the complete service of loading the freight in or on the carrier’s truck and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished by and at the expense for the consignor.
10. The term **“Consignee to unload the shipment”** means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carriers’ truck.
11. The term **“ton-mile”** means a measurement of the freight transportation performed by the carrier on a given shipment, the total of which consists of the sum of the products obtained by multiplying the aggregate weight of the shipment in tons by the number of miles for which it is transported. As a measure of weight, a ton is 2,000 lbs.

NOTE A – The **“place”** shall include only contiguous property which shall not be deemed separated if intersected only by a public street or thoroughfare.

ITEM 102

BILLS OF LADING

The terms and conditions of the Sprinter Emergency Transport Inc. 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.

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Date: _____		STANDARD TRUCKLOAD BILL OF LADING		Page _____		
SHIP FROM			Bill of Lading Number: _____ <div style="border: 1px solid black; padding: 5px; text-align: center;">BAR CODE SPACE</div>			
Name: _____ Address: _____ City/State/Zip: _____ SID#: _____ FOB: _____						
SHIP TO			CARRIER NAME: _____ Trailer number: _____ Seal number(s): _____ SCAC: _____ Pro number: _____			
Name: _____ Location #: _____ Address: _____ City/State/Zip: _____ CID#: _____ FOB: _____						
THIRD PARTY FREIGHT CHARGES BILL TO:			<div style="border: 1px solid black; padding: 5px; text-align: center;">BAR CODE SPACE</div>			
Name: _____ Address: _____ City/State/Zip: _____						
SPECIAL INSTRUCTIONS:			Freight Charge Terms: <i>(freight charges are prepaid unless marked otherwise)</i> Prepaid _____ Collect _____ 3 rd Party _____ <input type="checkbox"/> (check) Master Bill of Lading: with attached underlying Bills of Lading			
CUSTOMER ORDER INFORMATION						
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/SLIP <small>(CIRCLE ONE)</small>		ADDITIONAL SHIPPER INFO	
			Y	N		
			Y	N		
			Y	N		
			Y	N		
			Y	N		
GRAND TOTAL						
CARRIER INFORMATION						
HANDLING UNIT		PACKAGE		WEIGHT	H.M. (X)	COMMODITY DESCRIPTION
QTY	TYPE	QTY	TYPE			Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care.
						RECEIVING STAMP SPACE
TOTAL						
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:			COD Amount: \$ _____ Fee Terms: Collect: ___ Prepaid: Customer check acceptable: ___			
*The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.			NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. §14706(c)(1)(A) and (B).			
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to the terms and conditions set forth on the reverse side hereon as well as to all applicable state and federal regulations.			The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.			
SHIPPER SIGNATURE / DATE This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.		Trailer Loaded: By Shipper _____ By Driver _____		Freight Counted: By Shipper _____ By Driver/pallets said to contain _____ By Driver/Pieces _____		
SHIPPER SIGNATURE / DATE		SHIPPER SIGNATURE / DATE		CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. <small>Property described above is received in apparent good order, except as noted.</small>		

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 any 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 the 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.

ITEM 105

BILLS OF LADING, CONTRACTS AND AUTHORITY OF COMPANY PERSONNEL

ONLY Carrier officials or personnel authorized to do so by the Carrier are empowered to enter into agreements or alter existing agreements. Authorized officials are Carrier personnel with the title of General Manager or higher. Terminal managers are not authorized personnel. Drivers employed or hired by Carrier are among those excluded from the category of authorized carrier personnel. Where a Bill of Lading issued by the shipper is signed for by the Carrier's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the entity to which to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by Carrier. Carrier drivers are not authorized to accept freight for which Section 7 is executed or to bind the company for other types of nonrecourse language.

ITEM 110

BROKERAGE AUTHORITY

Sprinter Emergency Transport Inc., has freight broker authority from the FMCSA, MC 658548. Carrier reserves the right to provide transportation service through its brokerage, rather than acting as motor carrier. In the event Carrier chooses to handle the shipment as a broker, Carrier's liability and obligations shall be as a broker and not a carrier. In the event that the broker is listed on the bill of lading as the carrier, this is for convenience only and is not intended to indicate that the broker is the carrier.

ITEM 115

SUBSEQUENT VERIONS OF THIS TARIFF

When this tariff is amended, all shipments accepted by Carrier after the amendment are subject to the revision. The current tariff is available by request or at the Carrier's website at www.sprinteremergency.com/resources.

ITEM 120

INTERPRETATION OF THIS TARIFF

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Official of Carrier (see Item 105). This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment shall apply to the shipment.

ITEM 125

GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided herein, by the following described publications, and by supplements thereto or successive reissues thereof. (Note A).

KIND OF TARIFF	ISSUING AGENT	SERIES
Rules	Sprinter Emergency Transport Inc.	Carrier Tariff

Note A – When an item is published in this tariff covering the same service as an item published in a tariff mentioned in this item, such item published herein, to the extent of its application, will apply in lieu of the items published in tariff's mentioned in this item.

ITEM 130

INTERSTATE VS. INTRASTATE

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

ITEM 135

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 recent edition of Google Maps or PC Miler (practical miles) if embedded in the TMS.

ITEM 140

NON APPLICATION OF TARIFF

Where Carrier has published a specific tariff for a shipper, the terms of that pricing/tariff shall apply in lieu of this tariff.

ITEM 145

NOTICE AND AMENDMENTS

Upon written request, Carrier will provide its customers and shippers with copies of all applicable rules and rates. Rules and accessorial charges are available on Carrier's web site at: www.sprinteremergency.com/resources.

ITEM 150

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OPERATING AUTHORITY

Carrier has 48 state irregular route authorities within the United States. Copies of the operating certificate are available upon request.

ITEM 155

PARTICIPATING CARRIERS

Motor carriers party to this tariff are shown below:

Carrier/Broker Name and MC Number

Sprinter Emergency Transport Inc. – MC 658548

ITEM 160

RATES AND 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.

ITEM 165

REGULATED VS. 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), or, where applicable, the Carriage of Goods by Seas Act (COGSA).

ITEM 170

WAIVER

Carrier's failure to enforce the terms of this Tariff shall not be a waiver of the Carrier's rights to do so in the future.

ITEM 175

CONSENT TO JURISDICTION

Unless the Carrier and purchaser of carrier's services have previously agreed in writing to proceed otherwise, the Carrier and the purchaser of carrier's services consent to the exclusive personal jurisdiction of the State and Federal Courts applicable to Buffalo, New York for filing all civil actions arising out of the transportation services performed, or to be performed by Carrier. To the extent not inconsistent with federal statutes, regulations, or common law, this Circular, all other contractual agreements between Carrier and the purchaser of carrier's services, and all rights, duties, and obligations between Carrier and the purchaser of carrier's services shall be governed by the law of the State of New York, without regard to its choice of law provisions.

SECTION 2 - OPERATIONS

ITEM 200

APPLICATION OF TARIFF

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

ITEM 205

APPOINTMENTS/PICKUP & DELIVERY TIMES

Pick-ups and deliveries shall be during customer's normal business hours. Appointments shall be made at no charge. Carrier shall not be liable for late deliveries or un-kept appointments. Consignee shall facilitate prompt unloading in the event of missed appointments.

ITEM 210

COMMODITY LIMITATIONS

Carrier does not provide service related to transportation of jewelry, objects of art, currency, documents, and items of unusual value or rare metals. Unless otherwise indicated herein or agreed to by contract, Carrier does not provide temperature-controlled service. Shipper may not attempt, through internal packaging or otherwise, to ship temperature sensitive freight through Carrier. This includes packing freight in containers or dry ice or any other attempt to transform non refrigerated service into temperature-controlled service.

ITEM 215

CONVENIENCE INTERLINING

In order to provide the most efficient, economical service to the shipping public, Carrier will utilize the service of the other named carriers to achieve the transportation service required for tendered shipment, EXCEPT if bills of lading covering tendered shipments are noted by shippers that "convenience interlining not applicable", convenience interlining will not be utilized. Interchange of freight of service will be at points common to the authorized service of Carrier. Shipments accorded "convenience interlining" shall move on the bill of lading of Carrier, who shall assume responsibility for the lading, and such shipments shall be charged for service performed exclusively by Carrier.

ITEM 220

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DROPPED TRAILERS

Carrier will drop trailers only when specific arrangements have been made in writing, in advance of shipment between Carrier and Carrier's customer. Carrier's customer assumes responsibility for loss of damage to such trailers until such time as Carrier accepts the freight tendered on the dropped trailer. Carrier has no liability for loss or damage to freight on a dropped trailer until such time as Carrier's driver accepts such freight.

ITEM 230

HAZ-MAT SHIPMENTS

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ITEM 235

IMPRACTICAL OPERATIONS

Nothing in this rule tariff 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:

- (A) The condition of roads, streets, driveways, or alleys;
- (B) Inadequate loading or unloading facilities;
- (C) Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property; or
- (C) Roads that are inaccessible due to height or weight restrictions, overhead obstructions, etc.

The occurrence of any condition of impracticability shall be determined at Carrier's discretion, which shall be final.

ITEM 240

INDEMNITY

Carrier and shipper will each indemnify, defend and hold the other harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits and expenses ("Costs") resulting from personal injury, property damage (other than cargo), or violation of the law caused by their respective negligent or wanton acts or omissions.

ITEM 245

IMPORT & EXPORT FREIGHT – CANADA/MEXICO

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 Canadian or Mexican 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 any 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 Customs Agent (and the Customs Agent's 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.

ITEM 250

ON-HAND SHIPMENTS

From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of Carrier is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Carrier shall (a) place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) if disposition instructions are not given by Shipper within ten (10) days of Carrier's initial notification to Shipper, Carrier may offer the lading for public sale. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier shall use any commercially reasonable steps to abide with such instructions. Shipper will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so.

ITEM 260

INTERMODAL SHIPMENTS

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

ITEM 262

PACKING OR PACKAGING, BLOCKING, RACKS, STANDARDS OR SUPPORTS

Any temporary blocking, flooring or lining, racks, pallets, standards, stakes or similar bracing, dunnage or support or other commonly used items not constituting a part of the truck when required to protect and make freight secure for shipment, will be furnished and installed at the expense of the shipper unless Carrier has agreed to supply said equipment free of charge. The weight of this equipment shall be considered part of the shipment.

ITEM 265

PICKUP & DELIVERY SERVICE

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

ITEM 270

RIGHT TO OPEN/INSPECT

Carrier reserves the right to open/inspect any freight which has been accepted for shipment, including loads that have been sealed.

ITEM 273

SERVICE STANDARDS

Unless Guaranteed Service is requested and agreed to by an authorized agent of Carrier (See Item 105), freight shall be delivered upon reasonable dispatch. Appointment times and notations such as "must deliver by" on the bill of lading are insufficient to alter the reasonable dispatch standard unless Guaranteed Service is requested and agreed to. To request Guaranteed Service and for terms and conditions, call Carrier Pricing Department at 1-905-970-9229.

ITEM 275

SHIPPER LOAD & 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". 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 280

SUBSTITUTED SERVICE

For its operating convenience, carrier reserves a right to hire other carriers as qualified 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 tariff, bill of lading, and/or contract will be provided.

ITEM 285

TERRITORIAL SCOPE

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC 658548: "To operate as a motor property contract carrier."

ITEM 290

FOOD SAFETY PROTOCOL

For shipments subject to the Food Safety Modernization Act ("Act") and associated regulations, Shipper or Broker must inform Carrier, in writing, of applicable transportation protocols. An authorized official of Carrier (See Item 105) must agree to the protocols. Protocols provided in a bill of lading or other shipping document are not sufficient to trigger Carrier's obligations under the Act. If Shipper or Broker fails to comply with these requirements, Carrier will be unable to comply with its responsibilities under the Act and shall not be liable for loss or damage to shipments resulting therefrom. Shipper or Broker will defend, indemnify, and hold Carrier harmless for claims arising from Shipper's or Broker's failure to comply with the requirements of this item.

ITEM 293

EQUIPMENT

- (1) No Shipper or receiver will have the right to the exclusive use of equipment. Note: Carrier will determine the utility of its equipment in relation to the customer's need.

- (2) Carrier's equipment is controlled and operated by Carrier's employees and owner operators only. Any other use or operation, without specific written authorization is expressly prohibited.
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SECTION 3 – RATES AND ASSESSORIAL CHARGES

ITEM 302

APPLICATION OF CERTAIN RATES

1. Rates, rules and commodity columns published in this guide apply for the account of carrier to the extent authorized.
2. Except as otherwise provided, volume or truckload rates apply only when a volume or truckload of freight is shipped from one point (or places within plant of one shipper) in one day by one shipper, on one bill of lading, for delivery to one consignee at one destination. When a volume or truckload rate is used, charges will be assessed at the volume or truckload minimum weight or actual weight, whichever is greater.
3. Except as otherwise provided, when a number of different articles for which rates are provided when in straight volume or truckload shipments, are shipped at one time by one consignor to one consignee at one destination on one bill of lading, each commodity will be charged for at its actual gross weight at the straight volume or truckload rate applicable to that article. The volume or truckload minimum weight will be the highest provided for any article in the mixed shipment and any deficit in minimum weight will be charged for at the highest volume or truckload rate applicable to any article in the mixed shipment.
4. If a lower charge results from the application of a specific volume or truckload mixture, then under the provisions of Paragraph 3, such lower charge will apply.
5. Subject to the provisions of Paragraphs 3 and 4, when the aggregate charge upon the entire shipment is made lower by considering the articles as if they were divided into two or more separate volume or truckload shipments, the shipment will be charged for accordingly.

NOTE A – The provisions of this item will also apply on volume or truckload shipments accorded stop-in transit privileges where such privileges are authorized.

ITEM 305

CUSTOMER REQUESTED DEADHEAD

\$2.00 per mile from point of dispatch to the loading location will be charged.

ITEM 317

ALTERATION—RATES AND WEIGHTS

- (a) Where different rates on the same article or articles, based on different minimum weights are provided, the lowest charge obtainable under the different rates, and minimum weight applicable thereto (or actual weight if greater) will be applied.
 - (b) In no case shall the charge for any shipment be greater than the charge for a greater weight of the same commodity, from and to the same points via the same routes.
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ITEM 320

APPLICATION OF ACCESSORIAL CHARGES

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

ITEM 325

COLLECT ON DELIVERY (COD) SHIPMENTS

Collect on delivery (COD) shipments will be accepted subject to the following:

1. Carrier must be notified at least 24 hours prior to tender of the shipment that it is "COD".
 2. The letters "COD" or "Collect on Delivery" must be shown in large, bold print on the shipping document immediately before the name of the consignee.
 3. Unless otherwise specified on the shipping document, only bank cashier's check, certified check or money order will be accepted. Carrier will accept payment only as an agent of the shipper, and carrier's responsibility is limited to the exercise of due diligence in forwarding payment to shipper.
 4. Subject to a minimum charge of \$25.00 or the charge will be computed at the ratio that \$25.00 bears to \$1000.00.
 5. In the event the Shipper or Consignor fails to follow the procedures of this Item with regard to "COD" shipments, Carrier shall have no liability for the failure to collect the proper payment
 6. In the event Carrier fails to collect payment, Carrier's maximum liability shall be as if the freight were lost in transit pursuant to Section 4.
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ITEM 327

CONTROL OR EXCLUSIVE USE OF VEHICLE

SECTION 1 – CONTROL OF VEHICLE

Except as provided in Section 2 of this item, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported. The carrier has control of the vehicle and the restricted right to:

- (a) Select the vehicle or vehicles for the transportation of a shipment.
- (b) To load other freight in the same vehicle with any such shipment.

SECTION 2 – EXCLUSIVE USE OF VEHICLE

- (a) When exclusive use of Carrier's equipment is requested or demanded by the shipper or consignee to meet the needs of special conditions, charges thereon will be computed as the applicable rate and minimum weight thereto, but not less than a minimum charge based on 44,000 pounds at the applicable rate for each vehicle used.
- (b) When the shipper or the carrier by instructions of the shipper, affixes the shipment to or in the carrier's vehicle by means of a numbered seal and such seal number appears on the bill of lading of shipping instructions, such shipment will be given exclusive use of the vehicle subject to the provisions of Paragraph (a) of this item.

- (c) Subject to availability of equipment, exclusive use of the vehicle shall be provided when the bill of lading or other written instructions bears the statement that exclusive use is required or requested, and such service will not be provided unless the bill of lading is so annotated or other written instructions are provided.
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ITEM 330

DETENTION - VEHICLE WITH POWER UNITS

Vehicle with Power Units – When through no fault of the carrier, its vehicle is delayed or detained at place of loading or unloading, the following will apply:

1. **One (1) Hour** free time will be allowed to load and **One (1) Hour** free time will be allowed to unload each van trailer.
 2. Time will be computed from arrival until departure of the vehicle, including waiting time in reaching or leaving the loading or unloading site.
 3. Unless otherwise agreed to, free time will begin when vehicle arrives within one hour of its scheduled appointment time.
 4. A charge of \$60.00 per hour or fraction thereof will be assessed for the first hour of delay or detention beyond free time; after one hour the charge will be calculated at \$15.00 for every fifteen minutes or fraction thereof. Maximum charge is \$600.00.
 5. If Carrier misses its appointment time by more than one hour, free time will be extended by three hours, not counting the hours during which consignee is closed.
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ITEM 335

DETENTION - VEHICLE WITHOUT POWER UNITS

Vehicle without Power Units – When carrier places a trailer to be loaded or unloaded or held at an intermediate point the following will apply:

1. **Free time of Seventy-Two (72) hours will apply for loaded trailers at Shipper/Consignee. When free time has expired, a Storage charge of \$25.00 per day shall apply including weekends and holidays.**
 2. **Pre-Pull Fee - \$150 to transport from port to yard and storage charge applies after receipt to yard.**
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ITEM 337

ESCORT VEHICLE WITH DRIVER

Carrier will provide one motor vehicle and one driver for each trailer transported at rates provided in this guide. When additional motor vehicles are requested, such additional motor vehicles shall be furnished by the carrier at a charge of fifty-five (55) cents per mile per vehicle, and an additional charge of seventy (70) cents per mile per man for the driver

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or drivers. Aggregate charges for such additional motor vehicles and/or driver or drivers, are not to exceed one hundred twenty-five (125) center per mile per vehicle.

ITEM 340

LAYOVER PROVISION

When, due to no fault of the carrier, driver and vehicle are required to layover to wait for loading or unloading of a shipment, a charge of \$60.00 per hour plus motel costs will be charged to the party responsible for the layover. Alternatively, where layover is required at delivery, Carrier has the option to place the freight on hand and into storage at Shipper's and Consignee's cost.

ITEM 345

LIABILITY FOR ACCESSORIAL CHARGES

Carrier reserves the right to bill and collect accessorial charges from the consignor or consignee which incurred those charges.

ITEM 350

LOADING AND UNLOADING

Charges do not include loading and unloading. When requested to do so, the driver or loading contractor will load or unload, or assist in loading or unloading. Charges for such service will be an amount equal to the total charges billed to Carrier by the loading contractor subject to a minimum charge of \$100.00. The party responsible for payment of linehaul charges is responsible for paying of loading and/or unloading charges.

ITEM 355

LOADING AND UNLOADING UPON ARRIVAL

In the absence of an agreement with respect to an appointed time of pickup or delivery, consignor shall load and consignee shall unload carrier's equipment within the allotted free time provided herein upon arrival if, during ordinary business days, as set forth herein. If carrier arrives before or after business hours as defined herein, free time begins at the commencement of the next business day.

ITEM 357

UNLOADING—DRUMMING CHARGE FOR LIQUID

When at the request of the shipper or receiver, the shipment is transferred from carrier's vehicle (tank truck) to fifty-five (55) gallon drums or totes, a charge of fifteen (.15) cents per 100 pounds will be made in addition to all other applicable charges. Three hours free time will be allowed for transfer of shipment.

ITEM 360

OVERLOAD – OVERWEIGHT

Loading with Power/Driver – When due to no fault of the carrier, a shipment exceeds the legal gross weight limit allowed by state regulations, a charge of **\$1.45** per mile from the nearest scale back to the shipper's facility will apply. Customer will then have two hours of free time to correct the weight problem, after which an additional charge of \$60.00 per hour will be assessed for detaining the vehicle up to a maximum time allotment of 8 hours.

Loading without Power/Driver – When due to no fault of the carrier, a shipment exceeds the legal axle and/or gross weight allowed by state regulations, a charge of **\$1.45** per mile from the nearest scale back to the shipper's facility will apply. Customer will then have two hours of free time to correct the problem, after which an additional charge of \$60.00 per hour will be assessed for detaining the vehicle up to a maximum allotment time of 8 hours.

ITEM 367

PARTICULAR ROUTES

Where the shipper or consignee requests transportation of shipment over a particular route longer than the practical route, or if operation over the most practical route is not feasible because of operating conditions, hazards, load limitation of the highway bridges, underpasses or other highway limitations, the computation of highway distances will be made over the actual route of movement and determined as follows:

- (a) **RESTRICTIONS, COMMODITY RATES:** When shipments would be subject to specific commodity rates in Section 1 and become involved in a situation requiring the handling of shipments via circuitous routes, the rates published in Section 1 will not apply. If operation over the most practical route is not permitted, due to the limitation in carrier's operating authority, the mileage computed over the most practical route authorized in carrier's certificate will apply.
- (b) **SPECIAL PAPERS:** When shipments move under special permits as required by or obtained from a Municipal or State Regulatory body, which specified the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the route specified in the special permit.
- (c) **BILL OF LADING NOTATION:** When shippers or consignees request a shipment move over a particular route longer than the most practical route, notation must be made on the bill of lading or shipping order by the shipper to that effect.

NOTE A – Mileage will be determined as provided in PC Miler 20 and all other versions hereinafter and shall be the practical route provided therein.

ITEM 370

RECONSIGNMENT

In addition to the provisions set forth in this Tariff for convenience interlining, Shipments transported under the provisions of this guide may be reconsigned or diverted, subject to the following conditions:

- (a) The term “consignment or diversion” means any one of the following:
 - 1. A change in the name and address of consignor or consignee.
 - 2. A change in the destination.
 - 3. Any other instructions given by consignor, consignee or owner necessary to effect changes in delivery.
 - (b) A request for consignment or diversion must be made or confirmed in writing, and proof of ownership must be established by surrender of the original bill of lading or any other means.
 - (c) When a consignment or diversion order is received by a carrier, a diligent effort will be made to locate the shipment and to effect the requested change, but carrier will not be responsible for failure to effect such change.
 - (d) A charge of \$60.00 will be made for each shipment reconsigned or diverted under these rules.
 - (e) The rates to be applied on shipments accorded consignment or diversion privileges are the rates in effect on the date of the shipment, and charges shall be determined on the basis of the distance from origin to final destination via the consignment or diversion points.
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ITEM 375

REDELIVERY

When a shipment is tendered for delivery and, through no fault of carrier, delivery cannot be made, the following will apply:

- 1. When carrier is notified that the shipment will be accepted within 24 hours of the first tender, and is accepted within that time, the redelivery charge will be **\$1.45** per mile for additional miles, subject to a minimum charge of \$150.00.
 - 2. When carrier is notified that the shipment will not be accepted within 24 hours of the first tender, or if it is not accepted within 24 hours of the first tender, the redelivery charge will be **\$1.45** per mile for the distance to carriers nearest terminal and return, subject to a minimum charge of \$150.00.
 - 3. Charges provided in this item will be in addition to all other applicable charges, including charges for delay or detention of vehicles.
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ITEM 380

ROUND TRIP RATES

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1. Must be booked as a round trip on the original tender and so noted on the original bill of lading;
 2. Must be reloaded at its mid-point within 2 hours;
 3. Must be no other stops in transit;
 4. Detention charges are in effect for the entire trip;
 5. No stop-off charges are assessed but fuel surcharges apply to the entire trip (origin to destination x 2)
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ITEM 384

STOPOFF FOR PARTIAL LOADING AND/OR UNLOADING

Except as otherwise provided, shipments moving under the rates published in this guide may be stopped at point of origin or destination or points directly intermediate between origin and destination, for completion of loading and/or for partial unloading, subject to the following provisions:

1. All freight charges must be paid in full at one time by consignor or consignee.
 2. Only one bill of lading shall be issued for the entire shipment.
 3. The bill of lading shall show, in the space provided therefore, the name of only one consignee and one delivery address, and only one shipper and one shipper's address.
 4. The names of places or addresses at which vehicle is to be stopped for completion of loading and/or partial unloading shall be shown either in the body of the bill of lading or in separate papers which shall be attached to and considered a part of the shipping documents.
 5. A maximum of two stops in transit for partial loading and three stops in transit for partial unloading will be permitted, exclusive of the original pickup and final delivery.
 6. Both loading and unloading at the same stop will not be permitted. A shipment that has been stopped for partial unloading may not thereafter be stopped for partial loading.
 7. The charge for each stop shall be \$55.00 per stop, which shall be in addition to all other charges assessed against the shipment.
 8. On shipments stopped for partial loading and/or unloading, charges shall be assessed on the basis of minimum weight, or actual weight when greater, of the entire shipment, from point where any portion of the shipment is loaded to point where any portion of the shipment is unloaded, between which the highest charges are applicable, based on the mileage over the route of actual movement via the stopoff point or points.
 9. The stop-off service provided for in this rule will not apply in connection with shipments of freight consigned to order notify or otherwise so consigned as to required surrender of a bill of lading, written order or any other document in advance of delivery.
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ITEM 395

EQUIPMENT FURNISHED BUT NOT USED

Where the carrier is requested to dispatch a vehicle to a point of origin designated by the shipper, or other designated party, and such vehicle is dispatched but is not used due to no fault of the carrier, a charge of \$300.00 per vehicle may be assessed. Additionally, a charge of **\$1.45** per mile to next pick-up point will be assessed.

ITEM 396

TEAM DRIVER CHARGES

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When team drivers are requested by shipper or consignor, the charges will be an additional 24 percent over the normal freight charges.

SECTION 4 – FREIGHT CLAIMS

ITEM 400

EXCESS LIABILITY RATES AVAILABLE

Carrier's rates for the transportation of freight, whether provided in a written contract or otherwise, are dependent on value, specifically on the limitations of liability described in this Section 4. IF SHIPPER DESIRES TO PURCHASE LIABILITY LIMITS IN EXCESS OF THOSE DESCRIBED IN THIS SECTION 4, SHIPPER MUST COMPLY WITH THE FOLLOWING PROVISIONS.

Shippers may obtain rates for shipments with higher released values (limitations of liability) than those indicated in this Section by contacting Carrier's Logistic Coordinator by calling 1-905-970-9229. Any such alternative rate shall be reflected by the insertion of the higher released value and specially assigned identification number on the bill of lading at the time of pick-up.

ITEM 405

CLAIMS LIABILITY

Liability for claims shall be governed by 49 USC § 14706. Carrier shall not be liable to the owner of property for damage, loss or delay caused by (1) an act of default of the shipper, owner or consignee, or their agents; (2) an Act of God, (3) the public enemy, (4) act of the public authority; (5) inherent vice of the goods (6) freezing or spoiling of any perishable goods or property. Claims involving intrastate shipments and shipments of exempt commodities shall be subject to this Section. Liability shall be limited to actual loss to the goods. Transportation costs shall not be considered part of the claim if the claim is for invoice value of the goods. Carrier shall not be liable for delay under any circumstances unless Carrier specifically agrees to take on such liability pursuant to Item 105.

ITEM 410

CLAIMS PROCESS

The provisions of this Tariff are established 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.

- (A) 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.
- (B) 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.

- (C) Claims in writing are required within nine (9) months from the date of delivery or from the time when 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 (D) 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 carriage, and all rules circular provisions applicable thereto. Claims for concealed damages must be submitted to carrier within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- (D) 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. Any communication from the claimant that fails to meet these minimum filing requirements shall not constitute a valid claim.
- (E) 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 cents or otherwise shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.
- (F) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as "\$100 more or less," carrier shall determine the condition of the shipment involved at the time of delivery by it, if 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 (D) above.
- (G) 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.
- (H) 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.
- (I) 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.
- (J) 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 advice to the claimant in its claim file thereon. Any communication from Carrier that does not agree to pay the claim in full as submitted by the claimant shall be deemed a denial of the claim as submitted.

ITEM 415

CLAIMS LOSS & DAMAGE – ACCEPTANCE OF GOODS

The consignee must accept the goods upon delivery unless they are determined to be totally worthless.

ITEM 420

CLAIMS LOSS & DAMAGE – CLEAR DELIVERY

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.

ITEM 425

CLAIMS LOSS & 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 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 filled 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.
 - (D) To the extent that the Shipper asserts that the goods should be destroyed, Carrier remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.
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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

INADVERTANCE CLAUSE

If a shipper declares a value exceeding \$2.00, per pound per article or \$100,000.00, per truckload, without insertion of the corresponding specially assigned identification number (Item 400), the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value of \$2.50 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 440

RELEASED VALUE DECLARATION

Unless otherwise agreed to in writing, Carrier's cargo liability is limited to a maximum of (1) any limitation contained in any tariff, circular, or contract applicable to the shipment, (2) \$2.00 per pound, or (3) \$100,000 per trailer load, whichever is least. In the event weight is relevant to the determination, only the portion of the freight lost or damaged is to be considered in the calculations. For shipments governed by the Carriage of Goods by Seas Act, the released rate shall be \$500 per package.

ITEM 445

RELEASED VALUATION/USED GOODS

Unless otherwise agreed in writing, all used goods are released to a maximum evaluation of \$2.00 per pound per article. Any goods that are other than new are deemed used (e.g., refurbished, reconditioned, display or demonstration models).

ITEM 450

RELEASED VALUATION/MEXICO AND CANADA

The Carmack Amendment and the above provisions relating to domestic transportation will apply to shipments while within the physical borders of the United States and within the jurisdiction of the Secretary of Transportation. While a shipment is outside the borders of the United States, the Carmack Amendment shall not apply. Carrier shall have no liability for delay, loss or damage when it is not in physical possession of the freight. To the extent liability cannot be excluded completely, the released rates shall be as set forth below:

- a. Canada - Carrier's maximum liability will be the lesser of \$2.00 per pound per package or any limitation provided for by Canadian or provincial law for loss occurring in Canada.
- b. Mexico- Carrier's maximum liability will be the lesser of \$.50 per pound per package or any limitation provided for by Mexican federal or state law for loss occurring in Mexico.

Losses of uncertain location shall be presumed to occur outside the United States.

ITEM 455

SEALED TRAILERS

In the event Carrier takes possession of a sealed load, delivery of the van/shipment with seal in-tact (absent evidence of tampering with the trailer, doors, or hinges) conclusively defeats any claim of a shortage. Claims for an absent or missing seal may only be asserted by the Shipper if the Shipper has adequate procedures in place for verifying that the seal was in place when the shipment left origin and only when there is proof of actual damage to the goods, verified by testing or other procedures. Carrier shall have no liability for cargo loss, damage or shortage where any seal is removed by order of any law enforcement or governmental authority.

ITEM 460

SHORTAGE

Carrier will not be responsible for shortage on shipments that 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

SPECIAL, CONSEQUENTIAL AND PUNITIVE 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. Additionally, Carrier shall not be liable for attorney's fees of the Shipper.

ITEM 470

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.

SECTION 5 – FREIGHT CHARGES

ITEM 500

COLLECTION AND PAYMENT OF CHARGES

Shipper shall pay Carrier in full, within 7 calendar days of receipt of Carrier's invoice, for all transportation and related services according to the rates negotiated between Carrier and Shipper, and included by reference herein. In the event payment is not made within thirty days, Shipper agrees that interest will accrue daily and be made payable to Carrier at the lesser of 2% per month or the maximum legal rate and, in addition, Shipper may lose any discounts offered by Carrier under any contract agreement. In the event Carrier deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, Shipper shall pay attorney's fees and costs.

ITEM 510

CREDIT AND COLLECTIONS

- (1) Any consignor or consignee must meet creditworthiness requirements or the shipment must be prepaid by the consignee.
 - (2) Invoices for freight will, upon request be forwarded to third party freight services, however, it is the responsibility of the party designated on the bill of lading as shipper (for prepaid shipments) or consignee (for collect shipments) to ensure payment is made within the prescribed credit period. It is also the payer's responsibility to ensure accurate and updated rates are supplied to the freight payment service. The name, address and any account numbers of the freight service plan must be clearly stated on the bill of lading. For third party payment 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 payments 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 Carrier picking the shipments 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. If such a provision is executed and the shipment is inadvertently accepted, the non-recourse provision will be ineffective.
 - (3) Freight charges for prepaid shipments must be prepaid. Excluded are shippers or receivers who have established credit terms with Carrier prior to delivery.
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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

JURISDICTION AND VENUE OF COLLECTION SUIT

All action or proceedings instituted by Carrier for the collection of freight charges owed by the shipper, consignee, consignee or third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, where the Carrier initiates a lawsuit, such suit shall be brought in a state or federal court of competent jurisdiction embracing Buffalo, New York, or where the debtor resides (at the option of Carrier). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.

ITEM 550

LIEN FOR FREIGHT CHARGES

Carrier shall have a possessory lien on shipments in its dominion and control for the payment of current and past due freight charges. Shipper's goods will be held and sold pursuant to the Carrier Lien provisions of the Uniform Commercial Code. Carrier reserves the right to convert any shipment to a collect shipment.

ITEM 560

PAYMENT WITHOUT OFFSET

Shipper, Consignor and/or Consignee, or its broker or agent, 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 Tariff and shipper, consignor, or consignee shall not deprive Carrier of the claims process by unilateral deduction of claims from payment of freight charges due.

ITEM 570

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 the carrier's rates, the following rules shall apply:

1. The intermediary will segregate money due owing to carrier from other accounts.
2. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. 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.

5. 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 or shipper, unless Section 7 of the bill of lading is signed. When Section 7 of the bill of lading is signed, Carrier reserves the right to collect freight charges from the consignee.

ITEM 580

THIRD PARTY BILLING

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 or consignor 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 shipper, consignor, or consignee will be accepted provided recourse to the shipper or consignor is reserved with the carrier picking the shipments 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 (Section 7) provision of the bill of lading. If such a shipment is inadvertently accepted, the execution of the non-recourse (Section 7) provision of the bill of lading shall be invalid, and the shipment shall be considered prepaid, with the shipper or consignor remaining liable for payment of freight charges.

ITEM 580

UNDERCHARGE/OVERCHARGE CLAIMS

Any claim for overcharges of freight bills must be submitted within 180 days of shipment date and must be submitted by the responsible party of the freight charges. Any claim for undercharges of freight bills must be submitted by the carrier to the payor of the freight charges within 180 days of the shipment date.

SECTION 6 – INTERMODAL SHIPMENTS

ITEM 600

APPLICABILITY

This Section applies to all movements on intermodal equipment governed by the Uniform Intermodal Interchange Agreement or any substantially similar organization or arrangement. Unless otherwise stated in this Section, the provisions of the remainder of this Tariff continue to apply.

ITEM 610

ARRIVAL NOTICE

1. Actual tender of delivery at consignee's place constitutes notice of the arrival of a shipment.
 2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment:
 - (a) The notice will be given by telephone, if convenient and practicable; otherwise by mail or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
 - (b) If the consignee's address is unknown to Carrier, the notice will be mailed to him at the post office serving the point of destination shown on the Bill of Lading.
 - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by, the addressee) at 8:00 A.M. on the first business day after it was mailed.
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ITEM 640

LOADING AND UNLOADING CONTAINER

Except as otherwise provided herein, the complete loading and/or unloading service, as the case may be, of the shipment including the count hereof must be performed by the shipper or consignee at his expense, without any assistance from Carrier. Carrier's employee and power unit are to be released while loading and/or unloading is performed. At Carrier's option, Carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.

1. The complete loading service includes the loading of the shipment into or on the container or trailer and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
 2. The complete unloading service means that the consignee must remove the shipment from the position in which it is transported in or on the container or trailer. The consignee will be responsible for removal of all packing materials, dunnage, blocking, bracing, nails and excess product or waste, etc. or will be subject to a \$100.00 cleanout fee.
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ITEM 680

UNDELIVERED FREIGHT

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because Carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, Carrier will make a diligent effort to notify the consignor promptly that the freight is being stored and the reason therefor.
 2. Undelivered shipments will be subject to Storage.
 3. On undelivered shipments, disposition instructions printed on the Bill of Lading, shipping label or container will not be accepted as authority to reship, return or reconsign a shipment or to limit
 4. Carrier may elect to handle undelivered freight pursuant to the terms of this Tariff governing On Hand Freight.
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ITEM 690

ACCESSORIALS FOR DOMESTIC INTERMODAL SHIPMENTS

See Section 3 above.

ITEM 695

TRACTOR DETENTION (DETENTION WITH POWER)

Shipper/Consignee will receive free time as indicated below for tractors to reside at the facility waiting to be loaded or unloaded. Each additional time beyond the free time allowance will be billable to the Shipper at the rate indicated below. Computation of free time will commence at either the truck's arrival date/time, or the appointment date/time, whichever is later. In the event there a multiple pickups or deliveries during the trip, the free time for each stop associated with either the pick up or delivery of the load will be allowed free time as indicated below.

The rates applicable to tractor detention are as follows:

Tractor Detention Rate Schedule

<u>Segment</u>	<u>Elapsed Time</u>	<u>Detention Charge Per Hour</u>
Initial Loading	2 Hours	\$0.00
	After 2 Hours	\$90.00
Stop	2 Hours	\$0.00
	After 2 Hours	\$90.00
Final Delivery	2 Hours	\$0.00
	After 2 Hours	\$90.00

SECTION 7 – FLATBED

ITEM 710

TARPING (REQUESTED)

Loads will not be tarped unless specifically requested by Shipper. Tarping charges shall apply pursuant to Section 3.

ITEM 720

TARPING (PLACEMENT OF)

Shipper shall provide Carrier with a safe place to secure and tarp the load.

ITEM 730

LOADING

Shipper is responsible for loading flatbed freight. Carrier will not be liable for damage caused by the improper loading of flatbed freight. Carrier's acceptance of such freight for transportation does not imply that such freight is adequately loaded by Shipper.

ITEM 740

ACCESSORIALS

See Section 3 above.

ITEM 750

DETENTION WITH POWER (Tractor Detention)

Shipper/Consignee will receive free time as indicated below for tractors to reside at the facility waiting to be loaded or unloaded. Each additional time beyond the free time allowance will be billable to the Shipper at the rate indicated below. Computation of free time will commence at either the truck's arrival date/time, or the

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appointment date/time, whichever is later. In the event there a multiple pickups or deliveries during the trip, the free time for each stop associated with either the pick up or delivery of the load will be allowed free time as indicated below.

The rates applicable to tractor detention are as follows:

Tractor Detention Rate Schedule

<u>Segment</u>	<u>Elapsed Time</u>	<u>Detention Charge Per Hour</u>
Initial Loading	2 Hours	\$0.00
	After 2 Hours	\$90.00
Stop	2 Hours	\$0.00
	After 2 Hours	\$90.00
Final Delivery	2 Hours	\$0.00
	After 2 Hours	\$90.00

ITEM 760

DETENTION WITHOUT POWER (Trailer Detention)

Shipper/Consignee will receive a 2 hour period for trailers to reside at the facility waiting to be loaded or unloaded. Each additional full day beyond this time allowance will be billable to the Shipper/Consignee. Saturdays, Sundays and holidays will be excluded when computing per diem charges, provided they fall within the free-time. Computation of free-time will begin at 12:01 AM the day after constructive placement of the trailer. Shipper/Consignee will be responsible for notifying Carrier when trailer is available for pickup and will be charged until notification is received by Carrier. Notification may be made via fax or email to the phone number or email address provided by Carrier. Separate invoice billing will be provided on a monthly basis.

The rates applicable to trailer detention are as follows:

Flat Bed Trailer Detention Rate Schedule

Full Days After Trailer Placement	Detention Charge Per Day
1 ST – 2 nd Day	\$500.00
3 rd – 5 th Day	\$600.00
6 th – 10 th Day	\$700.00
11 th day forward	\$700.00

SECTION 9 – TEMPERATURE CONTROLLED SHIPMENTS

ITEM 800

APPLICABILITY

This Section applies to all shipments requiring refrigerated or temperature controlled service.

ITEM 805

REFRIGERATED SERVICE

The following provisions will govern Carrier's transportation of refrigerated shipments.

1. Shipper must expressly indicate the correct temperature setting on the bill of lading. Unless the correct temperature setting is indicated on the bill of lading, Carrier will not be liable for loss or damage to freight.
 2. If a refrigerated shipment is rejected for any reason by consignee, Carrier will notify Shipper and maintain the shipment at the required temperature until disposition instructions are received from Shipper or Consignee, subject to all applicable charges provided by this Tariff.
 3. Carrier's driver will not open doors on a refrigerated trailer until expressly instructed to do so by consignee. Carrier is not liable for cargo loss or damage that occurs after its driver opens the doors on the trailer.
 4. Carrier is not liable for temperature variations that occur due to freight being loaded "hot."
 5. Shipper must expressly inform Carrier to any additional requirements for transportation of freight for which refrigerated service is requested.
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ITEM 830

TEMPERATURE CONTROLLED ACCESSORIALS

See Section 3 above

ITEM 840

TRAILER DETENTION

Shipper and Carrier agree, that Shipper/Consignee will receive a forty-eight hour period for trailers to reside at the facility waiting to be loaded or unloaded. Each additional full day beyond this time allowance will be billable to the Shipper/ Consignee. Saturdays, Sundays and holidays will be excluded when computing per diem charges, provided they fall within the free-time. Computation of free-time will begin at 12:01 AM the day after constructive placement of the trailer. Shipper/ Consignee will be responsible for notifying Carrier when trailer is available for pickup and will be charged until notification is received by Carrier. Notification may be made via fax or email to the phone number or email address provided by Carrier. Separate invoice billing will be provided on a monthly basis.

The rates applicable to trailer detention are as follows:

Trailer Detention Rate Schedule

Full Days After Trailer Placement	Detention Charge Per Day
1 ST – 2 nd Day	\$100.00
3 rd – 5 th Day	\$150.00
6 th – 10 th Day	\$200.00
11 th day forward	\$250.00

ITEM 860

TRACTOR DETENTION (DETENTION WITH POWER)

Shipper/Consignee will receive free time as indicated below for tractors to reside at the facility waiting to be loaded or unloaded. Each additional time beyond the free time allowance will be billable to the Shipper at the rate indicated below. Computation of free time will commence at either the truck's arrival date/time, or the appointment date/time, whichever is later. In the event there a multiple pickups or deliveries during the trip, the free time for each stop associated with either the pick up or delivery of the load will be allowed free time as indicated below.

The rates applicable to tractor detention are as follows:

Tractor Detention Rate Schedule

Full Days After Trailer Placement	Detention Charge Per Day
1 ST – 2 nd Day	\$500.00
3 rd – 5 th Day	\$600.00
6 th – 10 th Day	\$700.00
11 th day forward	\$700.00