

REVERE TRANSPORTATION SOLUTIONS

(MC-945363)

(US DOT 2829078)

RULES TARIFF



NAMING

RULES AND SPECIAL SERVICE CHARGES

APPLICABLE TO SHIPMENTS

BETWEEN ALL POINTS IN THE CONTINENTAL UNITED STATES

APPLICABLE ON INTERSTATE AND INTRASTATE COMMERCE

ISSUED: December 1, 2015

EFFECTIVE: January 1, 2016

ISSUED BY:

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TABLE OF CONTENTS

SUBJECT	ITEM	PAGE
Abbreviations and Reference Marks, Explanation of	---	15
Additional Labor	100	3
Advancing Charges	115	3
Application of Tariff	150	3
Application of Tariff – Fuel Surcharge	161	4-5
Bills of Lading	360	5
Bills of Lading – Corrected	360-01	5
Cargo Claims Rules	407-407-07	5-8
Cargo Claims – Mexico	407-08	8
Cargo Claims Rules – Temperature Control	407-09	8-9
C.O.D. Shipments	430	9
Consequential Damage	450	9
Detention	500	9-10
Distances – Computation of Mileages	510	10
Estimated Charges	515	10
Extra Labor – Loading and or Unloading	520	10
Hazardous Materials Charges	525	10
Impractical Operations	570	10
Layover Service	575	11
Lien Rights	580	11
Limits of Liability - Declared Value	585	11
Limits of Liability - Used Machinery or Equipment	585-01	11
Limits of Liability - Records or Data	585-02	11
Marking or Tagging Freight	590	11
Minimum Charges	610	11
Payment of Charges	720	12
Permits or Fees -Special	740	12
Pick-Up and Delivery Services - New York	750-01	12
Pick-Up and Delivery Services - Northeast	750-02	12
Pick-Up and Delivery Services - West Coast	750-03	12
Pick-Up and Delivery Services - Western Canada	750-04	12
Pick-Up and Delivery Services - Holidays and Weekends	755	12
Pick-Up or Delivery Services - Residential or Other Non-Business Locations	760	12
Prohibited or Restricted Articles	780	13
Reconsignment or Diversion Services	820	13
Redelivery Services	830	13
Returned or Rejected Shipments	865	13
Rounding of Fractions	870	13
Sorting or Segregating or Stacking Freight	887	14
Specialized Services and/or Equipment	890	14
Specialized Services - Lift Gate Equipment	895	14
Stop-Off In Transit	900	14
Storage	910	14
Substituted Service	920	14
Vehicle Ordered, But Not Used	950	14
Vehicle Limitations	970	15
Vehicle Repositioning	995	15

For explanation of abbreviations and reference marks, see last page herein.

ITEM	ORIGINAL PAGE 3
100	<p style="text-align: center;">ADDITIONAL LABOR</p> <p>When the carrier is required and provides additional labor, outside the services of the driver, an additional charge of \$50.00 per hour with a minimum of 2 (two) hours or fraction thereof for each additional person. In applying this item, time will be computed from the time the additional person or persons leaves their place of business until the time they return to their place of business. These charges will be assessed in addition to all other applicable charges.</p>
115	<p style="text-align: center;">ADVANCING CHARGES</p> <p>When carrier incurs additional costs due to the requirements of the shipment or the request of the customer, the billed customer shall be invoiced at 130% of any and all charges, fees or general expenses associated with the advancing charges.</p>
150	<p style="text-align: center;">APPLICATION OF TARIFF</p> <p>The rates, rules and special service charges named herein apply to each shipment tendered to the carrier, unless expressly waived in writing or excluded from an individual agreement or contract. If there is a conflict between the terms and conditions of this tariff and the terms and conditions on any Bill of Lading, Shipping Order, Manifest, or any other transit document, the terms and conditions of this tariff as amended, modified, changed, or supplemented will take precedence. This application will apply to both Interstate and Intrastate shipments.</p>

APPLICATION OF TARIFF-FUEL SURCHARGE

	At Least (cents)	But Not More Than (cents)	Fuel Surcharge Will Be	At Least (cents)	But Not More Than (cents)	Fuel Surcharge Will Be	At Least (cents)	But Not More Than (cents)	Fuel Surcharge Will Be
	116.0	120.9	1.0%	346.0	350.9	24.0%	576.0	580.9	47.0%
	121.0	125.9	1.5%	351.0	355.9	24.5%	581.0	585.9	47.5%
	126.0	130.9	2.0%	356.0	360.9	25.0%	586.0	590.9	48.0%
	131.0	135.9	2.5%	361.0	365.9	25.5%	591.0	595.9	48.5%
	136.0	140.9	3.0%	366.0	370.9	26.0%	596.0	600.9	49.0%
	141.0	145.9	3.5%	371.0	375.9	26.5%	601.0	605.9	49.5%
	146.0	150.9	4.0%	376.0	380.9	27.0%	606.0	610.9	50.0%
	151.0	155.9	4.5%	381.0	385.9	27.5%	611.0	615.9	50.5%
	156.0	160.9	5.0%	386.0	390.9	28.0%	616.0	620.9	51.0%
	161.0	165.9	5.5%	391.0	395.9	28.5%	621.0	625.9	51.5%
	166.0	170.9	6.0%	396.0	400.9	29.0%	626.0	630.9	52.0%
	171.0	175.9	6.5%	401.0	405.9	29.5%	631.0	635.9	52.5%
	176.0	180.9	7.0%	406.0	410.9	30.0%	636.0	640.9	53.0%
	181.0	185.9	7.5%	411.0	415.9	30.5%	641.0	645.9	53.5%
	186.0	190.9	8.0%	416.0	420.9	31.0%	646.0	650.9	54.0%
	191.0	195.9	8.5%	421.0	425.9	31.5%	651.0	655.9	54.5%
	196.0	200.9	9.0%	426.0	430.9	32.0%	656.0	660.9	55.0%
	201.0	205.9	9.5%	431.0	435.9	32.5%	661.0	665.9	55.5%
	206.0	210.9	10.0%	436.0	440.9	33.0%	666.0	670.9	56.0%
	211.0	215.9	10.5%	441.0	445.9	33.5%	671.0	675.9	56.5%
161	216.0	220.9	11.0%	446.0	450.9	34.0%	676.0	680.9	57.0%
	221.0	225.9	11.5%	451.0	455.9	34.5%	681.0	685.9	57.5%
	226.0	230.9	12.0%	456.0	460.9	35.0%	686.0	690.9	58.0%
	231.0	235.9	12.5%	461.0	465.9	35.5%	691.0	695.9	58.5%
	236.0	240.9	13.0%	466.0	470.9	36.0%	696.0	700.9	59.0%
	241.0	245.9	13.5%	471.0	475.9	36.5%	701.0	705.9	59.5%
	246.0	250.9	14.0%	476.0	480.9	37.0%	706.0	710.9	60.0%
	251.0	255.9	14.5%	481.0	485.9	37.5%	711.0	715.9	60.5%
	256.0	260.9	15.0%	486.0	490.9	38.0%	716.0	720.9	61.0%
	261.0	265.9	15.5%	491.0	495.9	38.5%	721.0	725.9	61.5%
	266.0	270.9	16.0%	496.0	500.9	39.0%	726.0	730.9	62.0%
	271.0	275.9	16.5%	501.0	505.9	39.5%	731.0	735.9	62.5%
	276.0	280.9	17.0%	506.0	510.9	40.0%	736.0	740.9	63.0%
	281.0	285.9	17.5%	511.0	515.9	40.5%	741.0	745.9	63.5%
	286.0	290.9	18.0%	516.0	520.9	41.0%	746.0	750.9	64.0%
	291.0	295.9	18.5%	521.0	525.9	41.5%	751.0	755.9	64.5%
	296.0	300.9	19.0%	526.0	530.9	42.0%	756.0	760.9	65.0%
	301.0	305.9	19.5%	531.0	535.9	42.5%	761.0	765.9	65.5%
	306.0	310.9	20.0%	536.0	540.9	43.0%	766.0	770.9	66.0%
	311.0	315.9	20.5%	541.0	545.9	43.5%	771.0	775.9	66.5%
	316.0	320.9	21.0%	546.0	550.9	44.0%	776.0	780.9	67.0%
	321.0	325.9	21.5%	551.0	555.9	44.5%	781.0	785.9	67.5%
	326.0	330.9	22.0%	556.0	560.9	45.0%	786.0	790.9	68.0%
	331.0	335.9	22.5%	561.0	565.9	45.5%	791.0	795.9	68.5%
	336.0	340.9	23.0%	566.0	570.9	46.0%	796.0	800.9	69.0%
	341.0	345.9	23.5%	571.0	575.9	46.5%	801.0	805.9	69.5%

ITEM	ORIGINAL PAGE 5
161 (Concluded)	<p>The base fuel price will be established at \$1.16 per gallon. The weekly price issued each Monday by the Department of Energy's (DOE) U.S. National Average Diesel Fuel Index will be used to determine the fuel surcharge applicable for the next seven (7) days. Any adjustments in the fuel surcharge will become effective 12:01 AM, Eastern Standard Time, Tuesday and remain in effect through 12:00 Midnight on the following Monday. In the case of a holiday, fuel surcharge adjustments will become effective the following business day. The Fuel Surcharge Schedule provides the applicable fuel surcharge amount in five (5) cent per gallon increments.</p> <p>The computation of the charges provided shall be based on line haul charges and calculated by multiplying the net line haul charge by the fuel surcharge percentage as provided in the Fuel Surcharge Schedule. Should the National Diesel Fuel Index exceed 801.0 cents, the surcharge will increase in increments of 0.049 cents and percent of surcharge will increase by 0.5%.</p>
360	<p style="text-align: center;">BILLS OF LADING</p> <p>The terms and conditions of the Carrier's Standard Bill of Lading will apply regardless of a Bill of Lading or other documents that is substituted by the shipper. Carrier's agent and/or drivers are not authorized to execute any documents with alternative terms and conditions. Any document other than the Carrier's Bill of Lading will service as receipt for the goods received.</p>
360-01	<p style="text-align: center;">BILLS OF LADING – CORRECTED</p> <p>A corrected Bill of Lading for changes in collection, i.e.; from collect to prepaid, prepaid to collect or to add, change, or delete a third-party billing will be accepted up to (ninety) 90 days from the date of the carrier's invoice and only from a party to the original Bill of Lading with written notice on company letterhead or a corrected Bill of Lading from the party assuming the payment identifying the company and person authorizing the correction.</p>
407	<p style="text-align: center;">CARGO CLAIMS RULES</p> <p>The provisions of this publication are in compliance with the Federal Claims, Loss and Damage Regulations (49. C.F.R. 370) Code of Federal Regulations, Part 370, Principles and Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing of Salvage.</p>

ITEM	ORIGINAL PAGE 6
407-01	<p style="text-align: center;">I. FILING OF CARGO CLAIMS</p> <p>(A) Claims must be filed in writing within nine (9) months from the date of delivery or within 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 the carrier unless filed in writing as provided in Subparagraph (b) of this item with the carrier within the specified time limits applicable thereto and as otherwise may be provided by law, the terms of the Bill of Lading or contract of carriage, and all rules applicable thereto. Claims for concealed damages will be submitted to the carrier within forty-eight (48) hours of delivery. Any suite to recover loss, damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.</p> <p>(B) The claim must be submitted in writing from the claimant within the time limits specified in the Bill of Lading or contract between the carrier and the shipper and (1) containing facts sufficient to identify the shipment(s) 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 contained in the Bill of Lading or contract between the carrier and shipper.</p> <p>(C) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damages or both on freight bills, delivery receipts or other documents or inspection reports issued by the 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 the carrier as sufficient to comply with the minimum claim filing requirements as provided herein.</p> <p>(D) Whenever a claim is filed with the carrier for an uncertain amount such as "\$100.00 more or less" carrier shall determine the condition of the Shipment involved at the time of delivery by it, if it was delivery and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. The carrier 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 has been filed in accordance with the provisions as provided herein.</p>

ITEM	ORIGINAL PAGE 7
407-02	<p style="text-align: center;">II. ACKNOWLEDGEMENT OF CLAIMS</p> <p>(A) Carrier shall, upon receipt in writing of a proper claim, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by the carrier unless the carrier has paid or declined such a claim in writing within thirty (30) days of the receipts thereof. Carrier shall indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by the carrier to further process the claim as the preliminary examination of the claim, as filed may have revealed.</p> <p>(B) Carrier shall, at the time each claim is received create a separate file and assign a specific unique claim file number and note the number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgement of receipt and, if it's in the carrier's possession, the shipping order, Bill of Lading and delivery receipt if any, regarding the claim in process. At the time the claim is received, carrier shall notate the date of receipt on the face of the claim document and the date of receipt shall be notated on the carrier's written acknowledgement of receipt to the claimant.</p>
407-03	<p style="text-align: center;">III. INVESTIGATION OF CLAIMS</p> <p>(A) Any claim filed against the carrier filed in the manner prescribed herein shall be promptly and thoroughly investigated provided investigation has not already been satisfied prior to the receipt of the claim.</p> <p>(B) Each claim shall be supported by the original Bill of Lading, evidence of the freight charges, if any, and either the original invoice containing the 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 book value only, carrier shall before voluntarily paying a claim, 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.</p> <p>(C) A prerequisite to the voluntary payment by the carrier of a claim for loss of an entire piece, package or entire shipment shall be securing 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 party.</p>
407-04	<p style="text-align: center;">IV. DISPOSITION OF CARGO CLAIMS</p> <p>Each carrier which received a written claim for loss or damage to baggage or for loss, damage, injury or delay to property transported will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier; provided, however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier will at that time and at the expiration of each succeeding 60 days period while the claim remains pending advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and it will retain a copy of such advice to the claimant in its claim file thereon.</p>

ITEM	ORIGINAL PAGE 8
407-05	<p style="text-align: center;">V. CLAIMS LOSS AND DAMAGE SALVAGE</p> <p>(A) Whenever property transported by the carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, wherever practical to do so, to the owner and other parties that may have an interest therein, and unless otherwise advised to the contrary after giving such notice, shall sell or dispose of such property directly or by 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 parties. Carrier shall maintain a record sufficient to identify the property involved to be able to correlate it to the shipment or transportation involved and claim filed.</p> <p>(B) Upon receipt of a shipment on which salvage has been processed as provided herein, carrier shall record on its claim file, the lot number assigned, the amount of money recovered, if any, and the transmittal of such money to the person or persons lawfully entitled to receive the same.</p>
407-06	<p style="text-align: center;">V. DISPOSITION OF OVERAGE</p> <p>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 freight charges. In the event consignor or consignee decline to accept overages and mitigate damages, carrier shall treat any overage as salvage and after notice shall sell the overage in accordance with the provisions herein. The proceeds of any such sale less carrier's freight and storage charges shall be remitted to the persons lawfully entitled to receive the same. Carrier shall not be liable for any difference between the sales price of overage and destination market value where the shipper and consignee decline to mitigate damages.</p>
407-07	<p style="text-align: center;">VII. DISPOSITION OF CONTESTED CARGO CLAIMS</p> <p>Unless the parties agree to a voluntary alternative dispute resolution, dispute claims will be subject to 49 U.S.C. 14706 (The Carmack Amendment) subject to any applicable released evaluation. Claimant waives any right to set off or offset 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 set-off after notice and demand for freight charges.</p>
407-08	<p style="text-align: center;">CARGO CLAIMS - MEXICO</p> <p>Carrier does not accept liability for loss or damage to shipments under transport to, from, or within the Republic of Mexico. Carrier participates in shipments from, to, or within Mexico based on a combination of rates notwithstanding any through trailer movements. Shippers are advised that liability for cargo loss or damage 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 transit is not the carrier's responsibility.</p>
407-09	<p style="text-align: center;">CARGO CLAIMS RULES - TEMPERATURE CONTROL</p> <p>The shipper will be responsible for "pre-conditioning" or "tempering" its freight to ensure that the product is at the proper temperature for transportation. Failure to provide pre-condition or to temper its freight shall be considered complete defense against claims for temperature excursions that occur during transportation or any claims of damage or loss to the freight transported.</p> <p>(A) All chain of custody shipping documents, including but not limited to Bills of Lading, and temperature reports from the date of manufacturing until final termination. Final termination will be considered the destruction of the final product or the status of the product at the time of filing a cargo claim.</p> <p>(B) All "Research Stability Test Results" for commodities transported.</p> <p style="text-align: center;">(Concluded on next page)</p>

ITEM	ORIGINAL PAGE 9
407-09 (Concluded)	<p style="text-align: center;">CARGO CLAIMS RULES - TEMPERATURE CONTROL (Concluded)</p> <p>(C) Identification of the date and time of the product testing by claimant used to determine stability of the product as well as demonstrate the handling and care of the product from the time of delivery until the inspection and analysis of the product by the claimant's quality assurance department.</p> <p>(D) A copy of all temperature data recordings (printout) from any devices placed by the Shipper.</p> <p>(E) These requirements are in addition to any and all other specified requirements provided in this publication as it relates to claims, loss, and damage.</p>
430	<p style="text-align: center;">C.O.D. SHIPMENTS</p> <p>Collect-On-Delivery shipments will be accepted by the carrier subject to the following terms and conditions:</p> <p>(A) Carrier must be notified at the time the order is placed that the shipment requires the driver to Collect-On-Delivery and the form of payment must be acceptable to the carrier.</p> <p>(B) The letters C.O.D. must be stamped or written in bold red lettering on the Bill of Lading or any paperwork that the driver will receive.</p> <p>(C) The charge for collecting and remitting the amount of each C.O.D. shipment will be based on 1.5%, of the C.O.D. amount subject to a minimum charge of \$50.00 per shipment.</p> <p>(D) The C.O.D. invoice payment will be tendered to carrier on a certified check, cashier's check or money order. No other form of payment will be accepted by the carrier and the carrier will not be liable for non-payment or forgery.</p> <p>(E) Carrier will remit C.O.D. collections within 30 days from the date of collection. The C.O.D. amount will be remitted to the shipper via U.S. Postal Service and carrier will not be liable for loss or delay of payment.</p>
450	<p style="text-align: center;">CONSEQUENTIAL DAMAGE</p> <p>Carrier will not be liable, regardless of the actual or alleged negligence of the carrier, it's employees, contractors, individuals or business entities, in any event for special, incidental, indirect or consequential damages, including but without limitation to lost profits or income whether or not carrier had knowledge that such damage might be incurred as result of damage or delay.</p>
500	<p style="text-align: center;">DETENTION</p> <p>When carrier's vehicle(s) are delayed or detained at the premises of the consignor or consignee, or other places designated by either party for loading or unloading, carrier will assess a detention charge in addition to all other applicable charges.</p> <p>Detention charges will be billed at a rate of \$75.00 per hour billed in 15 minute increments in excess of allowable free time. Detention time will begin upon notification by the driver to the responsible representative of the consignor or consignee that the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by the driver of a signed Bill of Lading or delivery receipt. Carrier will give the shipper or consignee the opportunity of signing the detention records and make any corrections to these records, if no corrections are made or the shipper or consignee refuses to sign these records, carrier's records will prevail. The total allowable free time for loading or unloading will be 1 hour. If vehicle is both loaded and unloaded the free time will be 1 hour for each service.</p> <p style="text-align: center;">(Concluded on next page)</p>

ITEM	ORIGINAL PAGE 10
500 (Concluded)	<p style="text-align: center;">DETENTION (Concluded)</p> <p>Charges for detention will be charged to the billing party regardless of where the detention occurs. Saturdays, Sundays, and or Holidays are not excluded from this item. Carrier does not typically drop trailers, spot trailers or provide any unattended vehicles, unless provided in specific agreements. Consignee has the responsibility to unload freight or allow unloading of the freight within one (1) hour of the vehicle arriving at delivery or scheduled delivery, whichever is later. Carrier reserves the right, at its sole discretion, to place freight into a storage facility when unloading is not performed in accordance with this item. Upon placement of cargo into storage, carrier's responsibility, care, custody, and control shall be considered concluded. All costs related to the transportation of freight to the storage facility shall be billed to the party of record, in addition to the storage fee. Carrier assumes no liability for loss or damage to stored cargo.</p>
510	<p style="text-align: center;">DISTANCES - COMPUTATION OF MILEAGES</p> <p>Mileage shall be determined by the use of AKL Technologies, Inc., PC Miler (current version) based on practical routings, origin zip code to destination zip code via intermediate points as specified on the shippers Bill of Lading. If a shipment travels a specific route required by State, Municipal, Federal Agency or Canadian Ministry, mileage will be determined by the route(s) specified.</p>
515	<p style="text-align: center;">ESTIMATED CHARGES</p> <p>Rates and quotations are good faith estimates based upon information provided to the carrier, but the final charges may vary based upon the actual shipment tendered, unknown circumstances, incorrect or incomplete information and subsequent inclusion of the terms and conditions of this Tariff.</p>
520	<p style="text-align: center;">EXTRA LABOR - LOADING AND/OR UNLOADING</p> <p>Shipments subject to this Tariff are based on a shipper load and consignee unload basis. Carrier will only accept shipments based on shipper's load, count, and seal. Omission of this notation on the shipper's Bill of Lading shall not result in a presumption of carrier liability for shortage or damage where the driver was either not present or not allowed to observe the loading and/or unloading. If the shipper or consignee requests the driver(s) to assist with loading and/or unloading, the carrier will charge a rate of \$50.00 per hour, per driver, subject to a minimum charge of \$200.00 in addition to all other applicable charges.</p>
525	<p style="text-align: center;">HAZARDOUS MATERIALS CHARGES</p> <p>Hazardous material shipments will be charged at the applicable rate plus a handling fee of \$225.00 per shipment in addition to all other applicable charges.</p>
570	<p style="text-align: center;">IMPRACTICAL OPERATIONS</p> <p>Nothing in this Tariff, or as amended, or in tariffs governed by this Tariff, or in contracts referencing and incorporating this Tariff shall be construed as making it binding upon this carrier to accept freight from or make delivery to locations to which it is impractical to operate vehicles, inclusive of performing pick-up or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events of a local, state or federal regulations restricting prohibiting certain vehicle types commodity services, or if perceived to constitute a risk to the environment, vehicle, cargo, drivers, the general public or pose a security risk. Any applicable service guarantees are rendered null and void in the event of any impractical operation.</p>

ITEM			
575	<p style="text-align: center;">LAYOVER SERVICE</p> <p>When carrier's equipment and driver are not unloaded on the date scheduled, or in the absence of a scheduled delivery date, on the date of arrival of such equipment and driver at the unloading point, charges for layover service will be assessed in addition to all other applicable charges including detention.</p> <ul style="list-style-type: none"> • \$125.00 – Cargo Vans • \$175.00 – Sprinter Vans • \$275.00 – Straight Trucks • \$400.00 – Tractor Trailers 		
580	<p style="text-align: center;">LIEN RIGHTS</p> <p>Carrier shall retain lien rights on freight for transportation charges, any storage and any other charges advanced.</p>		
585	<p style="text-align: center;">LIMITS OF LIABILITY - DECLARED VALUE</p> <p>Unless a greater value is declared in writing on the Bill of Lading, the carrier's cargo liability is limited to \$50,000.00 per shipment or \$0.50 per pound per article whichever is less. Carrier shall not be liable for more than the actual value of the shipment, should the value declared on the Bill of Lading exceed the actual value of the shipment. If a shipper declares a value exceeding \$0.50 per pound or \$50,000.00 per shipment or and without the shipper making the carrier aware of additional declared value requirements at the time the order was place, the shipment will be considered as being released to a value of \$0.50 per pound, per article or \$50,000.00 per shipment, whichever is less and the shipment will move subject to such limitation of liability. Any shipment is limited to the lessor cost of repair, cost to replace, actual value, released value or declared value.</p>		
585-01	<p style="text-align: center;">LIMITS OF LIABILITY - USED MACHINERY OR EQUIPMENT</p> <p>Shipments of used or reconditioned machinery and equipment are released to a maximum of \$5.00 per pound per lost or damaged article, subject to a maximum value of \$20,000.00 per shipment. Freight will be considered used or reconditioned if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused or reconditioned parts added during the reconditioning process.</p>		
585-02	<p style="text-align: center;">LIMITS OF LIABILITY - RECORDS OR DATA</p> <p>Shipments of documents, records, data records, checks, bond or any other negotiable or non-negotiable instruments including but not limited to electronic or paper hard copy shall be limited to the value of the media upon which it was contained and considered of no greater value than the lesser of the cost to repair, replace, actual value or declared value of the tape, disc, drive, paper itself. No costs, expenses or claim will be assumed or accepted which is associate with the replication, duplication or recreation of lost data.</p>		
590	<p style="text-align: center;">MARKING OR TAGGING FREIGHT</p> <p>Shipments must be packed, braced, loaded, and secured to insure safe transportation with ordinary care and handling. Any article susceptible to damage by ordinary handling must be adequately protected by proper packaging and must be marked or bear appropriate labels. Carrier will not be liable for any personal injuries as a result of a shipment being improperly packed, braced, loaded or secured.</p>		
610	<p style="text-align: center;">MINIMUM CHARGES</p> <p>Unless otherwise specifically provided in individual contracts or rate agreements, the minimum charge per shipment will be:</p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • \$175.00 – Cargo Vans • \$250.00 – Sprinter Vans • \$375.00 – Straight Trucks </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • \$600.00 – Dry Van Trailers • \$950.00 – Refrigerated Trailers • \$1,250.00 – Temperature Control Trailer (Thermal Mapped) </td> </tr> </table>	<ul style="list-style-type: none"> • \$175.00 – Cargo Vans • \$250.00 – Sprinter Vans • \$375.00 – Straight Trucks 	<ul style="list-style-type: none"> • \$600.00 – Dry Van Trailers • \$950.00 – Refrigerated Trailers • \$1,250.00 – Temperature Control Trailer (Thermal Mapped)
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ITEM	
720	<p style="text-align: center;">PAYMENT OF CHARGES</p> <p>Except as provided in specific contracts, all freight charges are due and payable within thirty (30) days from the date of the carrier's invoice. Interest will accrue daily for all past due amounts at the rate of 2% per month. All charges are payable in US Funds.</p>
740	<p style="text-align: center;">PERMITS OR FEES - SPECIAL</p> <p>Any permit or special fees paid to any Federal, State, Municipal Government or Canadian Authority as required in connection with a shipment will be added to the carrier's freight bill at cost plus a 30% handling fee.</p>
750-01	<p style="text-align: center;">PICK-UP AND DELIVERY SERVICES - NEW YORK</p> <p>Shipments that are destined to or from New York or Long Island New York (zip codes 100-119) will be assessed an additional charge of \$225.00 for transportation services. These charges will be in addition to all other applicable charges.</p>
750-02	<p style="text-align: center;">PICK-UP AND DELIVERY SERVICES - NORTHEAST</p> <p>Shipments that are destined to or move between the states of Maryland, Delaware, New Jersey, New York, Connecticut, Massachusetts, New Hampshire, Rhode Island, Maine or Vermont will be assessed an additional charge for transportation services. Charges will be based on the vehicle size used to transport the shipment. These charges will be in addition to all other applicable charges.</p> <ul style="list-style-type: none"> • \$100.00 – Cargo Van • \$150.00 – Sprinter Van • \$175.00 – Straight Truck • \$200.00 – Tractor Trailer
750-03	<p style="text-align: center;">PICK-UP AND DELIVERY SERVICES - WEST COAST</p> <p>Shipments that are picked up or delivered within the states of California, Arizona, Colorado, New Mexico, Nevada, Washington, Oregon, Idaho, Utah, Montana, or Wyoming will be assessed an additional charge of \$200.00 for transportation services. These charges will be in addition to all other applicable charges.</p>
750-04	<p style="text-align: center;">PICK-UP AND DELIVERY SERVICES - WESTERN CANADA</p> <p>Shipments that are destined to or move between the provinces of Alberta, British Columbia, Manitoba, and Saskatchewan will be assessed an additional charge of \$200.00 for transportation charges for transportation services. These charges will be addition to all other applicable charges.</p>
755	<p style="text-align: center;">PICK-UP AND DELIVERY SERVICES - HOLIDAYS AND WEEKENDS</p> <p>Shipments that are picked up or delivered on Federal Holidays or weekends will be assessed an additional charge for transportation services. Charges will be based on the vehicle size used to transport the shipment. These charges will be in addition to all other applicable charges.</p> <ul style="list-style-type: none"> • \$100.00 – Cargo Van • \$150.00 – Sprinter Van • \$175.00 – Straight Truck • \$200.00 – Tractor Trailer
760	<p style="text-align: center;">PICK-UP OR DELIVERY SERVICES - RESIDENTIAL OR OTHER NON-BUSINESS LOCATIONS</p> <p>Shipments that are picked up or delivered to locations considered in carrier's sole discretion to be residences, country clubs, estates, farms, convention centers, stores or offices in malls, schools, hotels or museums will be assessed an additional charge for transportation services. Charges will be based on vehicle size used to transport the shipment. These charges will be in addition to all other applicable charges.</p> <ul style="list-style-type: none"> • \$100.00 – Cargo Van • \$150.00 – Sprinter Van • \$175.00 – Straight Truck • \$200.00 – Tractor Trailer

ITEM	
780	<p style="text-align: center;">PROHIBITED OR RESTRICTED ARTICLES</p> <p>Carrier reserves the right to refuse or restrict certain commodities. These commodities are as follows:</p> <ul style="list-style-type: none"> • Accounts, Bills, Credit Cards, Currency, Deeds, Money, Notes, Securities and Evidence of Debt • Alcoholic Beverages, including Beer and Wine • Animal Hides(Green) • Antiques, Art, Paintings or Precious Artifacts • Asbestos • Bulk Commodities, Including Scrap Metals • Bullion • Cadavers, Human or Animal Body Parts (Living or Dead) • Carbon Black or Ketjen Black or Coal or Coal Based Products • Cigarettes and All Tobacco Products • Fresh Produce consisting of Onions, Potatoes or Berries • Fur or Fur Pelts • Garbage Hazardous or Non-Hazardous • Hazardous Waste • Hazardous Materials, Class 1 Division 1.1 through 1.6 (Explosives) • Hazardous Materials, Class 2.3 (Poisonous Gas) • Hazardous Materials, Class 6.1 and 6.2 (Poison/Toxin) • Hazardous Materials, Class 7 (Radioactive Materials SCO-1 and SCO-2) • Jewelry or Precious Stones • Manuscripts or Mechanical Drawings • PCB's or Materials Containing PCB's • Precious Metals • Razor Blades • Seafood and Shellfish • Sodium Cyanide • Swinging or Fresh Meats or Poultry
820	<p style="text-align: center;">RECONSIGNMENT OR DIVERSION SERVICES</p> <p>Shipments may be reconsigned or diverted upon written instructions from the shipper, consignee or owner of the goods. Charges will be assessed based at the applicable mileage tariff rate from point of origin to the final destination point via the diversion or reconsignment point, plus an additional charge of \$75.00 per shipment. These charges will apply in addition to all other applicable charges.</p>
830	<p style="text-align: center;">REDELIVERY SERVICES</p> <p>When through no fault of the carrier, delivery cannot be accomplished, applicable detention charges will be assessed, until delivery is made, subject to a maximum of twelve (12) hours per calendar day, regardless of whether or not the carrier's vehicle remains on the premises or departs from the premises while waiting to delivery on the consignee's next regular scheduled business day or waiting to delivery at a designated time as instructed in writing by the consignee. If redelivery is to different location other than the original location, the shipment shall be treated as a new shipment and charges will be assessed based on the applicable tariff rates. If the redelivery is made to the same location or within the same plant or facility an additional charge of \$75.00 will apply in addition to all other applicable charges.</p>
865	<p style="text-align: center;">RETURNED OR REJECTED SHIPMENTS</p> <p>When shipments are returned, rejected or refused, carrier will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin, charges will be assessed based on the applicable tariff rate in effect on the date of the return shipment for the vehicle type used from the delivery point to the original point of pick-up. Charges will be assessed in addition to all other applicable charges.</p>
870	<p style="text-align: center;">ROUNDING OR FRACTIONS</p> <p>Unless specifically stated, when rates and/or charges are based on hours, quarter hour increments will apply rounded up to the nearest quarter hour.</p>

ITEM	ORIGINAL PAGE 14
887	<p style="text-align: center;">SORTING OR SEGREGATING OR STACKING FREIGHT</p> <p>When carrier is requested or required to perform services involving sorting, segregating and/or stacking freight, carrier will charged an additional charge of \$50.00 per man, per hour or fraction thereof and subject to a minimum of (2) two hours. Charges will be assessed in addition to all other applicable charges.</p>
890	<p style="text-align: center;">SPECIALIZED SERVICES AND/OR EQUIPMENT</p> <p>Upon request and subject to availability, carrier may provide the following services and/or equipment. The requests for these services and/or equipment must be noted on the Bill of Lading or by written request.</p> <p>(a) Crating or Uncrating Services - \$50.00 per hour (3) three hour minimum. (b) Pallet Jack Services - \$50.00 minimum charge. (c) Decking-Straight Truck - \$100.00. Decking - Tractor Trailer \$250.00 (d) Debris Removal will be charged at for all miles driven to the disposal site plus a stop-off charge of \$50.00 and the actual cost of disposal plus a 30% service fee. (e) Straps or Load Bars (4) four free. Additional straps or bars - \$25.00 each. (f) Pads or Blankets (2) two free. Additional pads or blankets - \$25.00 each.</p>
895	<p style="text-align: center;">SPECIALIZED SERVICES - LIFT GATE EQUIPMENT</p> <p>When carrier is requested or required to provide lift gate equipment such equipment will be furnished, wherever practical at a charge of \$150.00 in addition to all other applicable rates and charges.</p>
900	<p style="text-align: center;">STOP-OFF IN TRANSIT</p> <p>Shipments may be stopped in transit for the purpose of partial loading and/or unloading, subject to the following terms, conditions, and charges:</p> <p>(a) Shipments received from one consignor at one point, at one time and tendered on one Bill of Lading may be stopped in transit for partial loading and/or unloading. (b) The rates to be assessed shall be the mileage rate applicable from the point of origin to the point of delivery via the stop-off point or points. Plus an additional charge per stop of \$75.00 excluding the original pick-up and delivery. (c) Freight charges on a shipment stopped to partially load and/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 the Bill of Lading. (d) Charges will be assessed in addition to all other applicable charges.</p>
910	<p style="text-align: center;">STORAGE</p> <p>When a shipment is refused or rejected in whole or in part and carrier is unable to deliver to the final destination, carrier will be entitled to recover any and all costs associated with the storage of any cargo. At its sale option, carrier shall place the freight in a public storage or warehouse facility and be entitled to recover any costs associated with the storage of the freight. Carrier assumes no liability for loss or damage once the freight is placed in storage.</p>
920	<p style="text-align: center;">SUBSTITUTED SERVICE</p> <p>For its convenience, carrier may elect to subcontract to other qualified motor carriers and forwarders. In such cases, carrier may provide a spot quote to secure substituted service.</p>
950	<p style="text-align: center;">VEHICLE ORDERED, BUT NOT USED</p> <p>When an order is cancelled after 15 minutes of ordering the service, carrier will charge the applicable mileage rate from point of dispatch to the point of pickup and return to the point of dispatch or the applicable minimum charge for the equipment requested, whichever is greater.</p>

ITEM	ORIGINAL PAGE 15	
970	<p style="text-align: center;">VEHICLE LIMITATIONS</p> <p>If the shipper requests a vehicle that is not available, the carrier will provide a vehicle of equal or greater capacity. Charges will be assessed on the basis of the vehicle size provided and not the vehicle requested, unless otherwise provided in individual agreements.</p>	
995	<p style="text-align: center;">VEHICLE REPOSITIONING</p> <p>When carrier agrees to relocate equipment at the request of the shipper, consignee or party paying the freight charges, an additional charge based on the vehicle type below plus the fuel surcharge will be assessed. These charges will be in addition to all other applicable charges.</p> <ul style="list-style-type: none"> • Cargo Van - \$0.35 • Sprinter Van - \$0.50 • Straight Truck - \$0.75 • Dry Van Tractor Trailer - \$1.10 • Temperature Control Tractor Trailer - \$1.35 	
EXPLANATION OF ABBREVIATIONS		
<p>AQ - Any Quantity Co. - Company or County C.O.D. - Collect on Delivery Concl'd. - Concluded Cont'd. - Continued CRF - Code of Federal Regulations DOD - Department of Defense i.e. - That Is ICC - Interstate Commerce Commission Inc. - Inclusive or Incorporated KD - Knocked Down KDF - Knocked Down Flat Lb.(s) - Pound(s) LTL - Less-Than-Truckload MFTURP - Military Freight Traffic Unified Rules Publication</p>	<p>Min. - Minimum Mt. - Mount NOI - Not more specifically described PUCO - Public Utilities Commission of Ohio SDDC - Surface Distribution and Deployment Command St. - Street or Saint SU - Set Up TL - Truckload VIZ. - Namely Vol. - Volume Wt.(s) - Weight(s) ¢ - Cent(s) \$ - Dollar(s)</p>	
EXPLANATION OF REFERENCE MARKS		
<p>(A) - Denotes Increase (C) - Denotes changes in wording which result in neither increases nor reductions in charges (N) - Denotes New (R) - Denotes Reduction (a) - Denotes Addition (c) - Denotes Cancelled (AN) - Denotes increases except as otherwise provided in connection with particular rates (RN) - Denotes reductions except as otherwise provided in connection with particular rates • - Denotes no change in rate</p>		