



Road Scholar Transport

Rules Tariff RSCA-AA

MC-212331

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Item 10: Arbitration

In the event of any dispute pursuant or related to, or arising out of, this Agreement or transaction, including but not limited to the effect of any term, covenant or provision and such dispute has not been resolved through good faith negotiations, then such dispute shall be submitted to arbitration in Lackawanna County, Pennsylvania, using the American Arbitration Association and the commercial arbitration rules pertaining thereto to the extent not inconsistent with the following:

- 1)The aggrieved party shall submit to the other party a written Statement of the dispute, including the specific basis therefore.
- 2)The non-aggrieved party shall have twenty (20) days to provide a written Statement in response to the dispute, including the specific basis therefore.
- 3)Within twenty (20) days of the non-aggrieved party's response, if the dispute has not been voluntarily resolved between the parties, then each party, aggrieved and non-aggrieved, shall choose a separate arbitrator. Each separate arbitrator so chosen shall then pick a third arbitrator. The three arbitrators shall be attorneys at law duly licensed to practice, and practicing in the Commonwealth of Pennsylvania.
- 4)The parties shall then proceed to arbitration before the three (3) arbitrators as soon as is practicable, but in no event sooner than thirty (30) days of the third arbitrator's appointment, unless both parties agree to an earlier date in writing, and no later than one hundred twenty (120) days.
- 5)The arbitrators shall give the parties a written decision within thirty (30) days of the arbitration. The agreement of any two of the three arbitrators shall be controlling.

In any dispute presented for arbitration, pursuant to this Section, and otherwise, the overriding guideline to be used in resolving such dispute shall be the purposes and intent of this Agreement.

Provisions of this paragraph will not apply to any collection action pursued by carrier to recover freight charges owed by shipper to carrier.

Item 20: Administration Charges

Changes in the collection status (prepaid or collect) of a freight bill will be permitted upon receipt of a corrected bill of lading or other written instructions from the shipper. After a shipment has been delivered, written authorization for reversal of charges must be furnished by the party (shipper, consignee or third party) assuming responsibility for payment.

Reversal of charges will not be allowed after payment has been received based on the terms (prepaid or collect) of the original bill of lading. Instructions to add, change or delete a third party to a freight bill may only be accepted from the shipper and only before payment has been received on the terms of the original bill of lading.

The charge for the following will be \$25.00 each.

1. Changing the payment terms
2. Changing the party responsible for payment.
3. Rate modification due to missing quote number on Bill of Lading.
4. Any other change that would require a re-bill.

Item 30: Advancing charges

Unless otherwise instructed by shipper or consignee, the carrier may advance or pay charges which are incidental to the transportation of the shipment. These advanced charges are to be collected in addition to the applicable transportation charges. 2. The charges assessed by the carrier for advancing or paying monies outlined above shall be \$10.00 per \$100.00 dollars advanced or fraction thereof subject to a minimum charge of \$26.50

Item 40: Blind Shipments

1) Upon request of shipper, carrier will amend freight bill Delivery Receipt to reflect a shipper and/or consignee address other than actual party.

2) This service will apply on prepaid shipments only.

3) This service will not be performed on shipments containing hazardous materials.

4) Requests for this service must be made in writing from the requestor to Carrier.

5) When this service is requested, the charge per requested freight bill will be \$45.00 paid by original shipper.

Item 50: Bill of Lading

The shipper must identify the specific commodity or product on the bill of lading for all transportation moving under FAK or freight all kinds rates. If the shipper fails to identify the specific commodity or product, carrier will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state or local laws and regulations from being co-loaded on the same trailer with the product or commodity moving under the FAK or freight all kinds rates.

Item 60: Collect on delivery

- 1)At time of shipment, the bill of lading must be clearly marked with the following information: amount to be collected, form of payment, i.e., cash, certified check, bank check.
- 2)The charge for collecting and remitting the amount of each C.O.D. bill collected on shipments consigned will be .03 times the C.O.D. amount. Subject to a minimum of \$35.00 and a maximum charge of \$500.00.
- 3)There is no additional charge for picking up a check for freight charges. The C.O.D. charge applies only when we pick up a check for the shipper's merchandise.

Item 70: Collection of charges

Third Party Billing

1. When a party other than the consignor or consignee on the Bill of Lading and Shipping Order is responsible for paying the freight charges, the consignor must place the name and address of such third party on the Bill of lading and Shipping Order at time of shipment.
2. When consignor requests carrier to bill a third party, the shipment must be prepaid and payment of charges guaranteed by the consignor if the third party fails to pay such charges within the time allowed under DOT credit regulations. If a shipment is inadvertently accepted on a third party collect basis, the freight terms will be considered to be prepaid.
3. Shipments subject to the provisions of this item will not be accepted if the consignor executes SECTION 7 of the Bill of Lading. If a shipment is inadvertently accepted when the consignor executes SECTION 7 of the original bill of lading, the SECTION 7 provision will be invalid.

Item 80: Credit and collection

1) Any consignor or consignee must meet credit worthiness requirements. Any delivery to a receiver who has not established credit history will be required to pay all freight charges and fees at time of delivery. Compensation will be in the form of cash or certified funds in U.S. currency.

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 payer of freight charges to insure payment is made within the prescribed credit period. It is also the payer's responsibility to insure 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.

3) Freight charges for all collect shipments will be collected in cash or certified funds (U.S.) at the time of delivery. Excluded are receivers who have established credit terms with the carrier prior to delivery.

Item 90: Charges and rates

SHIPPER shall pay CARRIER in full for all transportation and related services according to the addendum(s) and schedule(s) of rates in contract agreement, and included by reference herein, within 7 calendar days of receipt of CARRIER's invoice. In the event payment is not made within seven days, shipper agrees that interest shall accrue daily and be made payable to carrier at the interest rate of two percent (2.0%) per month and, in addition, SHIPPER may lose any discounts offered by CARRIER under any contract agreement.

The reduction or offset of amounts due to carrier for cargo claims, per diem equipment, storage or other charges, invoice disputes or any other amount alleged to be due from carrier is not permitted unless authorized in writing by carrier before such offset or reduction is made.

Taxes and other charges excluded; payment in us dollars all transportation charges are exclusive of applicable federal, state, or local sales, use, excise, or similar taxes; government fees; and customs penalties. Customer will pay directly to the applicable government authority or reimburse Carrier for all such taxes, fees, and penalties incurred as a result of the services provided. All payments due to Carrier will be made in U.S. Dollars.

Delinquent (Principles and practices for the Investigation and disposition of failure to make payment of freight charges)

Failure to make payment of freight charges for services performed which subsequently results in legal action taken against the debtor, will be subject to the following:

1) Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.

2) In addition to the above, debtor will be responsible for attorney fees and/or court costs associated with or as a result of suit. **ACCORD AND SATISFACTION.** No payment of a lesser amount than is then due and payable shall be deemed to be other than on account of the earliest dated invoices, nor shall any endorsement or statement accompanying any check or other form of remittance by the party responsible for payment be deemed an accord and satisfaction without Carrier's express written consent, and Carrier or Carrier's agent may accept such checks or other forms of remittance without prejudice to Carrier's right to recover the balance of such invoice amounts or to pursue any other remedy provided by law or equity.

Item 95: Consent to jurisdiction and Venue

The parties agree that any lawsuit, claim, or action arising from unpaid freight charges may be filed and litigated in the state courts of Lackawanna County, Pennsylvania, and that if such a lawsuit, claim, or action is filed in said courts, the parties agree and irrevocably consent to the exercise of in personam jurisdiction by said courts over them and agree and irrevocably consent that venue and forum is proper in said courts.

Furthermore, if a lawsuit, claim, or action arising from unpaid freight charges is filed in the state courts of Lackawanna County, the parties hereby irrevocably waive any and all defenses, claims, or objections which the parties may now or hereafter have based on lack of personal jurisdiction, improper venue or forum, the doctrine of forum non conveniens or any similar basis, or any other defense, claim, or objection in any way related to the jurisdiction, venue, or forum of said courts, and furthermore, hereby irrevocably waive the right to make any claim to transfer the venue or forum of any such lawsuit, claim, or action filed in said courts. The parties further agree that any action to enforce a judgment may be instituted in any state or federal court in the United States or its territories.

Item 100: Payment of charges

Maximum Credit Period

1) No shipment will be accepted when the line-haul transportation charge based on a through local or joint-line rate is partially prepaid or partially collect.

- 2) Allowances or discounts shall apply only when charges are paid within the maximum credit period of 30 calendar days.
- 3) When a check is issued for payment of a carrier's freight bill and is returned unpaid due to insufficient funds, stop payments or closed account, an additional charge of \$30.00 will apply.

Item 110: Precedence of rates and charges

A.) When the shipper, consignee or third party each has a pricing agreement or contract with rates applicable to its line haul charges on a given shipment, those provisions applicable to the payer of the freight charges will apply. This priority or application will apply whether or not the total charges are higher, lower or unchanged from those that might result if provisions applicable to a non-paying party were applied.

Payer shall mean:

- 1) The shipper on prepaid shipments (except when a third party has been designated on the original bill of lading).
- 2) The consignee on collect shipments.
- 3) A third party (party other than shipper or consignee) as designated on the original bill of lading.
- 4) Freight payment plans will not be considered as payer.

B.) On accounts which have contractual provisions and ship from a location not listed in their contract, the shipment will be rated using class rates with no applicable discount.

Item 120: Claims

A) Filing Time Limits

1. Loss and Damage Claims: All claims for lost, damage or delayed shipments must be filed in writing and received by Road Scholar within nine (9) months of the date of delivery of the shipment. Or in the case of non-delivery within nine (9) months of the date of the bill of lading.
2. Overcharge, Undercharge Claims: If a shipper seeks to contest the charges originally billed or additional charges subsequently billed the shipper may request that the Surface Transportation Board determine whether the charges billed must be paid. A shipper must

contest the original bill or subsequent bill within 180 days of receipt of the bill in order to have the right to contest such charges.

B) Limitation All claims shall be brought solely in a customer's individual capacity. Customer agrees it will not bring an action against carrier as a class plaintiff or class representative, join a class as a member, or participate in any way as an adverse party in a class action lawsuit against carrier. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Item 125: Documentation of Cargo Claims

Cargo claims should include the following information:

- 1) a demand for payment of a specified dollar amount accompanied by documentation to verify the amount of the demand such as certified copies of repair invoices or actual product costs;
- 2) information to identify the shipment such as container/trailer number, date of shipment, origin and destination of the shipment, shipper's, consignee's and notify party's names, and bill of lading number;
- 3) legible copies of shipping instructions, the delivery receipt and other shipping documents;
- 4) the applicable salvage amount;
- 5) legible copies of the loading and unloading tally denoting contents and quantities of each of the packages involved in the shipment and seal record (particularly for shortage claims);
- 6) supporting documentation detailing the nature of the damage or loss (such as photographs);
- 7) any import declaration (if applicable).

Determination of Damages; Exclusion of Certain Damages: The measure of damages for loss of or physical damage to the cargo shall be the lower of the actual value of the lost or damaged commodity at origin or at destination, reduced by a reasonable amount for salvage. We will be liable for the reasonable costs of Customer to mitigate its damages. In no event shall we be liable to Customer or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless Customer has informed us in written or electronic form, prior to or when tendering the shipment to us, of the potential nature and type of such damages, and we specifically agree in written or electronic form to accept responsibility for such damages. In no event shall we be liable to Customer or anyone else for punitive or exemplary damages that relate to loss, damage or delay to a shipment.

Mitigation of Damages; Salvage: Customer must cause the consignee to accept delivery of a shipment and is not entitled to abandon any shipment to us. The consignee has a duty to mitigate damages by accepting damaged cargo unless it is of no value and without salvage value. The obligation to mitigate damages also includes replacing damaged

cartons and packaging, relabeling freight and undertaking other repairs and replacement of packaging. Customer will have the right to determine, in its reasonable discretion, to repair, repackage, salvage, or scrap damaged cargo. If Customer does not elect to salvage cargo, any claim for cargo loss or damage shall nevertheless be reduced by a reasonable salvage allowance. If Customer elects to salvage cargo, Customer shall notify us to return the cargo to Customer or allow us to dispose of the cargo. Any amounts received in salvage, whether accomplished by us or Customer, will reduce the amount of the cargo claim. Customer may condition salvage upon the removal of all identifying marks or labels or the cargo being permanently marked as "damaged" or with a similar notation. If we are retained by Customer to return the damaged cargo for repair, salvage, or scrapping, Customer agrees to pay our standard line-haul rates or other mutually agreed to rate, without prejudice to Customer's right to recover such freight charges as damages. Damaged cargo will not be scrapped unless repair and/or salvage are not feasible. If we salvage the cargo, we may bill a reasonable charge for doing so against salvage receipts.

Item 130: Consequential damage disclaimer

Carrier will not be liable for:

1. Any special, incidental, or consequential damages (including damages resulting from loss, damage or delay to shipment);
2. Commercial loss of any kind (including damage to business reputation or loss of business or profits); or
3. Loss, damage, or expenses directly or indirectly arising from the provisions of Carrier's services including failure to make a timely delivery, short delivery, or non-delivery by the Carrier, whether or not Carrier has been advised of the possibility of such damage or loss.
4. Including but not limited to, any penalties, fines, chargeback's, fees, loss of profits or income assessed by the shipper, consignee, or interested third party for failure to provide services up to and including specific transit times, scheduled deliveries or failure for transfer of documentation (inclusive but not limited to packing lists or customs forms) and/or information from consignor to consignee.

Item 140: Offsets of Charges

The reduction or offset of amounts due to Carrier for cargo claims, ancillary or other charges, invoice disputes or any other amount alleged to be due from Carrier is not permitted.

Item 150: Detention

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. Unless otherwise stated in a written rate quotation for the particular shipment, detention charges will be billed at a rate of \$37.50 for dry van equipment or \$50.00 for temperature controlled equipment per 15 minutes in excess of allowable free time subject to a maximum of ten (10) hours per calendar day, regardless of whether or not Carrier's vehicle remains on the premises or departs from the premises while waiting to deliver. Detention time will begin once 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. Unless otherwise agreed by Carrier in writing, the total allowable free time for loading or unloading will be based on the Computation Of Free Time (Item 160). If a vehicle is both loaded and unloaded, the free time will be 1.5 hour for each service. 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's liability as a warehouseman will begin at the earlier of refusal or rejection of cargo. 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 will conclude. All costs Road Scholar Transport incurs related to the transportation of freight to the storage facility will be billed to the party of record, in addition to the storage fee. Carrier assumes no liability for loss or damage to stored cargo and will have no responsibility for ensuring that the storage facility accepts responsibility for the full value of cargo tendered or any lesser amount.

Item 155: Detention: Vehicles without Power Units

Spotting or dropping trailers

This item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them. Also applies, when the carrier spots or drops a trailer at the request of the consignor or consignee.

\$75.00 per trailer for each 24-hour period or fraction thereof. Charges cease when the customer notifies carrier that the equipment is available to carrier.

Item 160: Computation of free time

A) Free time application:

1. Free time starts upon notification by the driver to the consignor or consignee that the trailer is available.
2. Detention end upon notification from the consignor or consignee that the trailer is available for movement.
3. When a trailer is both loaded and unloaded, the free time for loading will not begin until the free time for unloading has expired.

B) Free time for the loading or unloading of freight will be allowed as follows:

1. Less than 2,000 pounds 15 minutes
2. 2,000 pounds but less than 4,999 pounds 25 minutes
3. 5,000 pounds but less than 9,999 pounds 30 minutes
4. 10,000 pounds but less than 19,999 pounds 60 minutes than
5. 20,000 but less than 29,999 pounds 95 minutes
6. More than 30,000 pounds 120 minutes

C) Free Time: vehicles without power units

Free time will be determined as follows:

24 hours at the time of drop.

Subject to availability of equipment, carrier will spot trailer for loading or unloading on the premises or designated site as requested by consignor/consignee, or as close as conditions permit. Customer or its designee may move the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading.

Consignor/consignee will perform all loading or unloading, including the counting and checking of freight. In the case of loading, the Bill of Lading must show, "Shipper load and count". When a trailer is unloaded and reloaded, each transaction will be treated independently of the other except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

Carrier responsibility for safeguarding shipments will begin when carrier takes possession of a trailer loaded by consignor, and will end when carrier spots equipment set for unloading by consignee, as the case may be.

Options: When loading or unloading is not completed by the end of the business day, consignor/consignee has the option to:

- a. Request trailer without power remain. Free time will cease, and detention without Power will begin with applicable free time.
- b. Request trailer leave the site and return the next business day when loading or

unloading will resume. Free time will be suspended until trailer is returned. Storage and redelivery charges will apply without additional free time.

Item 170: Excluded commodities

A)Carrier will not accept the following commodities for transportation or storage:

1. Explosives Division 1.1 through 1.6, Class 7
2. Division 6.1 PG I Poison Inhalation Hazard Zone A
3. Garbage, trash and refuse including hazardous waste.
4. Any item that does not contain the proper UN (United Nations) or DOT (Department of Transportation) safety labeling or the appropriate Emergency Response information in the form of a material safety data sheet, the appropriate Emergency Response Guidebook reference page or any other appropriate format authorized under 49 CFR 172.602(b).
5. Household goods and furniture

B)Carrier reserves the right to refuse any commodity or shipment that poses any imminent or potential threat to the environment or may be harmful to the personnel involved in freight handling or to the general public.

C)Any product or commodity that is determined to be improperly packaged for the rigors of transportation and handling will be refused.

Item 180: Fuel surcharge

Fuel surcharge applies on both LTL and TL shipments according to the table below. The fuel surcharge is adjusted on daily basis and is based on the actual price of diesel fuel within a 150 mile radius of Dunmore PA 18512.

Fuel Surcharge is calculated off net line-haul charges only with the exception of shipments requiring Heated Service.

Fuel Surcharge Percentage			
Average price is	but less than	LTL	TL
110 cents	120 cents	9.9%	9.9%
120 cents	130 cents	10.9%	10.9%
130 cents	140 cents	11.9%	11.9%
140 cents	150 cents	12.9%	12.9%
150 cents	160 cents	13.9%	13.9%
160 cents	170 cents	15.9%	15.9%
170 cents	180 cents	16.9%	16.9%
180 cents	190 cents	17.9%	17.9%
190 cents	200 cents	18.9%	18.9%
200 cents	210 cents	19.9%	19.9%
210 cents	220 cents	20.9%	20.9%
220 cents	230 cents	21.9%	21.9%
230 cents	240 cents	22.9%	22.9%
240 cents	250 cents	23.9%	23.9%
250 cents	260 cents	24.9%	24.9%
260 cents	270 cents	25.9%	25.9%
270 cents	280 cents	26.9%	26.9%
Average price is	but less than	LTL	TL
280 cents	290 cents	27.9%	27.9%
290 cents	300 cents	28.9%	28.9%
300 cents	310 cents	29.9%	29.9%
310 cents	320 cents	30.9%	30.9%
320 cents	330 cents	31.9%	31.9%
330 cents	340 cents	32.9%	32.9%
340 cents	350 cents	33.9%	33.9%
350 cents	360 cents	34.9%	34.9%
360 cents	370 cents	35.9%	35.9%
370 cents	380 cents	36.9%	36.9%
380 cents	390 cents	37.9%	37.9%
390 cents	400 cents	38.9%	38.9%

LTL - When the fuel Index exceeds \$4.00 per gallon, the fuel surcharge continues to increase 1% for every ten-cent increase in fuel prices.

TL - When the fuel Index exceeds \$4.00 per gallon, the fuel surcharge continues to increase 2% for every ten-cent increase in fuel prices.

For purposes of calculating fuel surcharge, TL is defined as any shipment weighing 20,000 pounds or occupying 20 linear feet or more.

Item 190: Freight density requirements

All less than trailer load shipments tendered to the carrier that are to be rated on an NMFC basis must conform to the following density guidelines:

Minimum average density (lbs. per linear foot)

Class	Weight		Class	Weight
50	900		125	310
55	794		150	187
60	740		175	170
65	690		200	150
70	642		250	138
77.5	582		300	115
85	535		400	90
92.5	481		500	70

Shipments that do not conform to the prescribed requirements above will be converted to the following formula and rated accordingly:

One linear foot equals 1,000 lbs. (x) appropriate class 50 rate less applicable discount (if any).

Density is one of the primary factors used to determine a shipment's classification. Other factors such as stowability, ease or difficulty of handling, liability and product value are all to be considered when establishing a shipment classification and subsequent freight charge.

No penalty or premium will be charged to the payer of freight charges when the density conversion formula is applied.

Item 200: Guaranteed time definite delivery service

Guaranteed Time Definite Delivery Service shall be defined as follows and subject to the charges listed below:

A) This service is only applicable for time-designated deliveries between the hours of 8AM and 4PM (Note 1) and only for shipments originated by Road Scholar and delivered to points served directly by Road Scholar. Road Scholar shall not be liable under any circumstances for any consequential, special or incidental damages due to failure. Provisions of this item do not apply to shipments which are delayed due to causes beyond Road Scholar's control including, but not limited to, acts of God, the unavailability or refusal by the consignee to accept delivery on the scheduled day between the specified times, impassable highways, congested roadways, public authorities acting with apparent or actual authority, riots, labor disputes, or circumstances and/or conditions beyond the control of RST.

B) Deliveries within a designated time window of at least 1 hour, but less than 2 hours shall be subject to charge 45% of the net line haul charges with a minimum of \$150.00. (Delivery at a specific time or within a time window of less than one hour is not guaranteed. Delivery requested for a specific time shall be considered on time if delivered up to 60 minutes later than the specified time. For example, a delivery requested at 9AM shall be considered on time if delivered between 9AM and 10AM.) Notes 2 & 3

C) Deliveries within a designated time window of 2 hours or more (i.e. 8AM – 10AM) shall be subject to a charge of 40% of the net line haul charges with a minimum of \$125.00. Notes 2 & 3 Note

Notes:

1. Shipments requiring Guaranteed Time Definite delivery, which begins prior to 8AM or after 4PM, shall be subject to additional charge of \$270.00. Note
2. The shipper will be responsible for the freight charges on collect shipments when Road Scholar has not received payment from the consignee within 45 days of the date of shipment.
3. Minimum fee for delivery within a designated time window to New York City zip code prefixes 100-119 is \$250.

Item 210: Governing tariffs

This tariff and provisions making reference to this tariff, are governed by, except as specifically otherwise stated, the following described tariffs and supplements thereto or successive issues thereof;

PC Miler- Version 21

Road Scholar Transport Rules Tariff- RSCA-AA

HazMatDOT 49 CFR Parts 106-180

Item 220: Heated trailer service

A) Any customer whose shipments require Heated Service are required to register their product's requirements before the commencement of shipping activity.

B) The bill of lading must clearly state the particular data relating to the product's description and temperature parameters.

C) The carrier at its sole discretion can reject the tender of, or return any freezable shipment when in carrier's judgment it cannot maintain 32 degrees Fahrenheit. The above action is necessary to accommodate extreme cold weather conditions, excessively long holding periods, holidays or any other unusual conditions that may arise.

D) Shipments that require interim holding for appointments or any similar situation will be charged per 24-hour period of trailer or warehouse heating time. \$35.00 per day (LTL) - \$90 per day T/L.

LTL Shipment: Any one shipment that does not occupy more than 25' of trailer space and/or does not weigh more than 25,000 lbs.

TL shipment: Any one shipment that occupies more than 25' of trailer space and/or weighs more than 25,000 lbs.

E) All heated service is subject to the availability of equipment.

F) Additional charges will be applied when dictated by fuel market conditions.

Normal heater trailer service charges:

Less than 2,000 lb. Shipments – 15% surcharge of line haul will apply, with a minimum of \$25.00

Greater than 2,001 lb. shipments - 30% surcharge of line haul will apply, with a minimum of \$45.00

Item 230: Hazardous materials charge and procedures

Hazardous material shipments will be charged at the applicable rate plus a handling fee of \$85.00 per shipment in addition to all other applicable charges. A minimum of 24 hours advance notice must be given to Carrier before tendering such a shipment, with such notice stating the consignor, origin, consignee and destination. Customer must comply with applicable federal regulations, including 49 C.F.R. Parts 100 to 185, when tendering

hazardous materials. Customer will be responsible for the proper packaging, marking, placarding and related paperwork, including Material Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Customer will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the occurrence of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by Carrier, as a result of its failure to comply with any of the foregoing and/or those as required of a Customer by law. Further, Customer will assume all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing. Customer will indemnify, defend, and hold Carrier harmless from any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fees, and related expenses, related to noncompliance with the obligations set forth herein. Customer's failure to disclose the presence of hazardous materials or to comply with these requirements will relieve Carrier of any liability for loss or damage directly or indirectly caused to or by the hazardous materials. Any hazardous materials found to have been misdeclared may be warehoused at Customer's risk and expense. If Customer does refuse to pre-pay return transportation charges to the point of origin and accept return of undeclared or misdeclared hazardous materials, Carrier may arrange for the destruction of such hazardous materials at Customer's expense and Customer will defend, indemnify and hold harmless Carrier from and against any direct or indirect claims arising from or related to such destruction.

In addition to all other charges that may apply to that shipment and without limiting other remedies available to us, we may assess an administrative charge, as liquidated damages not as a penalty, of

- 1) \$2,000 for any shipment of hazardous materials that is not declared as containing hazardous materials
- 2) \$500 if declared as containing hazardous materials but not shipped, placarded and documented as required by applicable regulations.

Item 240: Indemnification

CARRIER shall indemnify and save harmless SHIPPER from any and all liabilities, judgments and expenses resulting from any death, loss or destruction to persons or property arising out of the performance of this Agreement caused by a breach of CARRIER's obligations hereunder or by the negligence of CARRIER, its employees, its agents, or representatives. SHIPPER shall indemnify and save harmless CARRIER from any and all liabilities, judgments and expenses resulting from any death, loss or destruction to persons or property arising out of the performance of this Agreement caused by a breach of SHIPPER's obligations hereunder or by the negligence of SHIPPER, its employees, its agents, or representatives.

Item 250: Inside delivery

A) There will be an additional charge of \$4.00 per hundred pounds (Minimum \$75.00, Maximum \$525.00) for delivering a shipment to a consignee located at ground level.

B) The carrier at its discretion can refuse to participate in equipment loading or unloading when normal dock facilities are not available. At such times it is the shipper's or receiver's responsibility to effect the loading or unloading and absorb the applicable charges in addition to any appropriate detention time.

Item 260: Defenses to liability

We will not be liable for the following:

A) damage to cargo or equipment to the extent due to packaging, loading, unloading, blocking, bracing or securing of the cargo (unless we were engaged to provide such services);

B) inherent vice or defect in the cargo transported, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, deterioration of perishable products, or damages caused by heat or cold;

C) force majeure events;

D) an act or default of any Customer, consignor, consignee or beneficial owner;

E) shipments stopped and held in transit at Customer's request.

Limitations on Cargo Liability:

Our liability for any cargo loss or damage will not exceed \$100,000.00. Articles tendered with an invoice value exceeding \$2.00 per pound, per package, will be considered to be of extraordinary value. Articles inadvertently accepted with an invoice value exceeding \$2.00 per pound, per package, will be considered to have been released by the shipper at \$2.00 per pound, per package, subject to a maximum liability of \$100,000.00 per shipment. All line-haul rates are conditioned upon such limitation of liability. This limitation will apply whether or not the released value is stated on the bill of lading. Customer may request an increase in legal liability by submitting a written request for a higher released value, and paying an additional fee depending on the desired released value. Due to the administrative costs, we will not process or pay cargo claims for less than \$250.

Item 270: Released value commodities

Articles tendered with an invoice value exceeding \$2.00 per pound will be considered to be of extraordinary value. Shipments inadvertently accepted with an extraordinary value

shall be considered released at \$2.00 per pound subject to a maximum of \$100,000 per shipment. In the event of loss of and/or damage to any shipment carrier's liability will not exceed \$2.00 per pound subject to a maximum of \$100,000 per trailer load. The exception is uncrated machinery which will be subject to a maximum liability of \$.10 per pound and spot quoted shipments that will be limited to a maximum of up to \$.10 per pound.

When the rates provided in this tariff or tariffs governed by this tariff are applied on commodities as listed in the NMFC 100 are subject to released or actual value conditions, the released or actual value provided in the NMFC 100 for that commodity shall be used for the purpose of settling loss and damage claims, however, in any event, not to exceed the actual value of the commodity.

Shipments of used machinery (including reconditioned items) automobile parts/body parts, electrical equipment (including computers and parts thereof), or household goods will be accepted only when released at a value not exceeding \$.10 per pound. If a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$.10 per pound.

Claims for concealed damages must be submitted to carrier within forty-eight (48) hours of delivery.

Item 280: Liftgate services

When Carrier is requested or required to provide lift gate equipment, such equipment will be furnished, wherever practical, at a charge of \$ 250.00 in addition to all other applicable rates and charges.

Item 290: Pallet jack requests

Shipments for pick-up and/or delivery requiring use of a pallet jack, shall be charged \$25.00. This is in addition to any applicable line-haul charges.

Item 300: Pallet return

Return of Containers, Pallets, Platforms, Racks, Reels or Skids (Other than marine type or intermodal containers designed for highway use on wheels) Except as otherwise specifically provided, carriers will not perform free return of containers, pallets, platforms, racks, reels or skids. Rates in schedules governed hereby will not include the furnishing of pallets by carrier.

Item 310: Minimum charge N.Y. Metro Area zips 10001-10299

The minimum charge for deliveries into 3 digit zip codes (100-119) will be \$300.00 plus all applicable fuel and other accessorial charges.

Item 320: Pick up and delivery services - Northeast

High Cost Delivery Fee Except as otherwise indicated, shipments consigned to New York City zip code locations 10000 through 10499 and 11101 through 11499 and Washington, DC zip code locations 20000 through 20099 and 20200 through 20599 shall be subject to a surcharge of \$63.00 per shipment. This surcharge shall apply on both prepaid and collect shipments.

Item 330: New York City Bridge and Tunnel Charge

Shipments that are destined to or from New York or Long Island New York (zip codes 100-119) will be assessed an additional charge based on the amount of floor space occupied by the shipment.

0' to 9'11"	\$75
10' to 19'11"	\$125
20' to 29'11"	\$175
30' and up	\$250

These charges will be in addition to all other applicable charges.

Item 340: Trade shows

All freight classified as display, exhibit, show, convention or promotional material and/or freight originating at or destined to an exhibit/convention center will rate at FAK 125 with a 42% discount off current RSCA-W series rates, unless otherwise negotiated.

Item 350: Delivery / pickup at Piers

Any request for pick-up or delivery at a public warehouse at the Piers located in the Continental United States will be assessed an accessorial charge of \$35.00 per shipment.

This charge is in addition to the actual pier charges assessed and billed to Carrier by the Pier Brokers.

Item 360: Residential delivery

This service is not performed by carrier. Any shipment inadvertently accepted which requires this service, will be normally returned to shipper. In the event return is unavailable, a charge of no less than \$300.00 will be added to the overall net charge. If the delivery can be safely accomplished, and shipper agrees to the additional charges- the additional fee will be \$3.10 per cwt (\$300.00 minimum). Shipment that are picked up or delivered from or to locations considered in Carrier's sole discretion to be residences, country clubs, farms, estates, convention centers, stores or offices in malls, schools, hotels or museums will be assessed an additional charge for transportation services.

Item 370: Oversized equipment

Due to the variety of road restrictions within our operating area, equipment over 96 inches wide and over 45 feet long may in some circumstances be considered illegal to be operated on certain roads. Customer is responsible (and will reimburse us) for any fines, expenses, violations, delays, costs and accidents resulting from any equipment considered overwidth or overlength in violation of restrictions under federal, state, provincial or municipal laws. We may incur out-of-route mileage (for which Customer will be responsible) to avoid violating equipment size laws.

Item 380: Pick up or delivery service after hours

Any pickup or delivery, made at the request of the shipper or consignee, to be made after 4:00 PM and/or before 6:59 AM, Monday thru Friday, will be considered (After Normal Weekday Hours of Service) and will be subject to the conditions specified below:

1. Any pickup or delivery after normal weekday hours from 4:00 PM until 6:59 AM will be subject to an extra charge of \$90.00 per hour, subject to a minimum charge of \$180.00.
2. These charges must be guaranteed by the party requesting this service or guaranteed to the satisfaction of the carrier before pickup and/or delivery will be made.
3. Execution of the non-recourse stipulation, Section 7 of the Bill of Lading, on the same shipment will not apply when shipments are moving under the provisions of this rule.
4. In the event Carrier is required to make a pickup after 4:00 PM and to also make a delivery to consignee before 6:59 AM, carrier will assess a Flat Charge of \$90.00 for the Pickup and an additional \$180.00 to perform the special delivery.
5. NO discount or reduction will apply to these special prices.

NOTE: Service provided from 12:01 AM Saturday to 6:59 AM Monday and Holidays will be subject to the provisions of Item 390

Item 390: Pick up or delivery service Sat., Sun or Holiday

A) Carrier does not obligate itself to provide pickup or delivery service on a Saturday, Sunday or holiday. However, when a customer requests Carrier to pick-up or deliver freight on a Saturday, Sunday or holiday, this service if agreed to by Carrier, will be subject to the following charges in addition to all other applicable charges:

1) Saturday pickup or deliver (other than a holiday): \$300.00

2) Sunday or Holiday pickup or delivery: \$300.00

Note a: Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier prior to pick-up or delivery service.

Note b: The term "holiday" means New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, Black Friday, Christmas Day or any other day generally observed as a holiday by the carrier at the point where the service is performed.

Item 400: Charges at ports or warehouses

Unless otherwise provided, schedules and or agreements governed by this publication shall not include charges for wharfage, usage, loading or unloading or any other fees or charges associated with pick up or delivery of shipments at Piers, Wharves, Container Freight Stations, Dockside Terminals or Warehouses. Such fees or charges are the responsibility of the payer of the freight charges. When charges are assessed to the carrier for freight handling services at a loading or unloading pier or wharf by longshoremen, stevedores or public loaders, charges of (advancing or paying charges) shall apply.

Item 410: Layover service

When Carrier's equipment and driver are not unloaded or loaded on the date scheduled, or, in the absence of a scheduled pick up or delivery date, on the date of arrival of such equipment and driver at the loading or unloading point, charges for layover service will be assessed in addition to all other applicable charges, including detention. Each Layover charge will be assessed at \$285.00

Item 420: Notification charges

When a Bill of Lading or any Shipping Order is tendered bearing any notation requesting the carrier to notify the consignee prior to pick up or delivery by any means whatsoever, the charges listed below shall apply.

1. When notification prior to delivery is requested on the original Bill of Lading the charge for notification will be charged to the party responsible for all other charges (consignor if a prepaid shipment and consignee if a collect shipment).
2. Apply the following in addition to all other provisions. If there is no request for notification on the Bill of Lading but the consignee has a policy that they must be notified prior to delivery, the notification charge will be assessed and billed to the party responsible for all other charges (consignor if a prepaid shipment and consignee if a collect shipment). Charges: \$26.50 per shipment.

Item 430: Trailer spotting service

Any shipment requiring Carrier to Spot Trailer at customer facility for Shipper convenience, may be charged for such service. Charges will be negotiated at time of service.

Item 440: Full visible capacity LTL vs Truckload definitions

LTL – (less than truckload) Any one shipment that occupies 28 feet or less of the trailer and/or weighs 28,000 lbs. or less.

TL – (truckload) Any one shipment that occupies more than 28 linear feet of the trailer and or weighs more than 28,000 lbs. The maximum weight allowed per dry van is 45,000 lbs. and the maximum weight allowed for a refrigerated trailer is 43,500 lbs.

Item 450: Floor load charge

When freight is loaded on trailer floor, Carrier may charge to transfer freight onto pallets. Charges for such services will be negotiated with Customer at time of service.

Item 460: Impracticable operations

Pick up or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

- 1) The conditions of roads, streets, driveways, alleys or approaches thereto;
- 2) Inadequate loading or unloading facilities;

3) Strikes, Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

Item 465: Impracticable operations and force majeure

Nothing in this Tariff, as amended, or in tariffs governed by this Tariff, or in contracts referencing and incorporating this Tariff will be construed as making it binding upon Carrier to accept freight from or make delivery to locations to which it is impractical to operate vehicles, inclusive of performing pickup or delivery services, of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or force majeure events. Moreover, Carrier will not be liable for failure to perform, including failure to timely perform, services under this Tariff where such failure is wholly or partially due to an event of force majeure (whether foreseeable or not), including, but not limited to, an act of God, war, fire, weather, explosion, riot, civil commotion, act of terrorism, restriction by government or other authority, customs delays, mechanical delays, strikes, lock outs, failure of suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control. Any applicable service guarantees are rendered null and void in the event of any impractical operation or force majeure event.

Item 470: Redelivery services

When through no fault of Carrier, delivery cannot be accomplished, redelivery charges will apply regardless of whether or not Carrier's vehicle remains on the premises or departs from the premises while waiting to deliver on the consignee's next regularly scheduled business day or waiting to deliver at a designated time as instructed in writing by the consignee. If redelivery is to a location other than the original location, the shipment will 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 minimum charge of \$250.00 will apply in addition to all other applicable charges including normal tariff charges to and from Road Scholar's nearest terminal, listed on Roadsolar.com

Item 480: Reconsignment or diversion

Shipments transported may be reconsigned or diverted subject to the following conditions:

- 1)The term "reconsignment" or "diversion" means any one of the following:
 - a)A change in the name or address of consignor or consignee.
 - b)A change in the destination.
 - c)Any other instructions given by consignor, consignee, or owner necessary to effect changes in delivery.

- 2) A request for reconsignment or diversion must be made or confirmed by party responsible for freight charges.
- 3) Charges for reconsignment or diversions will be computed at class rate from original destination to point of reconsignment including applicable discounts plus a charge of \$150.00. Reconsignment rated on a per mile or flat rate basis will be charged at the applicable rate plus a charge of \$150.00. If the reconsignment or diversion is a paperwork transaction only a \$30.00 charge will apply.
- 4) The rates to be applied on shipments accorded reconsignment or diversion privileges are 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 reconsignment or diversion point or points. If shipment returns to point of origin where no rates are applicable, the rate to be applied will be \$2.50 per mile with a \$550.00 minimum. This minimum does not include reconsignment or other charges

Item 490: Right to cancel

Road Scholar Transport reserves the right to cancel any schedule not utilized within 90 days of the effective date.

Item 500: Minimum weight factor

- 1) When Shipper moves freight via Road Scholar Transport and does not have a signed Contract Agreement on file with said carrier, all shipments will be subject to a minimum weight of 2,000 lbs. rated at actual class rates using the current Road Scholar Tariff.
- 2) When Shipper moves freight via Road Scholar Transport and a signed Contract Agreement, with no pricing provisions, is on file with said carrier, shipments will be subject to a minimum weight of 2,000 lbs. rated at actual class rates using the current Road Scholar Tariff less a 40% discount.

Item 510: Scaling services

When Customer requests Carrier to have a shipment weighed, Carrier will charge an additional charge of \$ 40.00 per scale plus out-of-route mileage to and from the scale location, billed at \$2.75 per mile. Charges will be assessed in addition to all other applicable charges.

Item 520: Rate and discount publication information

All requests for copies of the applicable Rate Schedules and/or Discount Publications must be made by the party whose rates, discounts, etc. are shown on the freight bill. In no case will copies of Rates, and/or Discount Publications be sent to parties other than the

party whose pricing is shown on the freight bill, except when a written release from that party accompanies the request. Requests for rate diskettes, magnetic tapes and/or rate sheets shall be made along with information that enables the carrier to accurately send the applicable rate media.

Item 530: Security inspection

Government facilities requiring offsite inspection by Government Security Experts prior to pick up or delivery of a shipment shall be subject to the following charges in addition to any other lawfully applicable freight charges. Charge: \$40.00 per shipment.

Item 540: Sorting, segregating or stacking freight

When Carrier is requested or required to perform services involving sorting, segregating and/or stacking freight, Carrier will charge 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.

Item 550: Stop-off charges

Shipments may be stopped in transit for the purpose of partial loading and/or unloading, subject to the following terms, conditions and charges.

1. 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.
2. The rates to be assessed will 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 for the first stop-off, \$100 for the second stop-off, \$200 per each stop-off after the second, excluding the original pickup and delivery will apply.
3. Freight charges on a shipment stopped to partially load and/or unload must be prepaid or guaranteed by Customer. If not prepaid, Customer must show on the bill of lading the name of one party from whom the entire freight charges, including the stop-off charges will be collected, which must be a party to the bill of lading.
4. Charges will be assessed in addition to all other applicable charges.

Item 560: Temperature protection services

Shipments Requiring Protection from Heat or Cold; Refrigerated Equipment \$100 + \$35 per night LTL and \$90 per night TL Need for temperature protection should be noted in advance. We are not liable for any loss, damage or destruction to cargo requiring protection from heat or cold caused by failure of the temperature controlled equipment or protective services or for any maintenance, inspection, refueling, or other protective services involving such equipment.

Item 570: Use of equipment

No shipper or receiver will have the right to the exclusive use of equipment.

Note: The carrier will determine the utility of its equipment in relation to the customer's need.

Carrier's equipment is controlled and operated by carrier employees only. Any other use or operation, without specific written authorization is expressly prohibited.

Item 580: Transfer of lading

When consignor or consignee requests that shipments be picked up or delivered on a vehicle other than that vehicle used in transporting the shipment over the highway, the charges shown below will apply. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting the service (Note A and B). The charge for the weight of the lading transferred in cents per 100 pounds shall be. \$2.11 cwt (Note A)

NOTE A: Subject to a minimum charge of \$305.85 for each transfer on truckload shipments. Each vehicle required for original pick up and/or final delivery will be considered a separate transfer.

NOTE B: Charges are applicable only on shipments consisting of 11 or more pallets or 20 or more feet of trailer space.

Item 590: Loading by Consignor-Unloading by Consignee

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment are subject to the following additional provisions:

1. At the time of shipment a notation must be made on the Bill of Lading and the Shipping Order that consignor is to load and/or consignee is to unload the shipment.
2. The complete loading and/or unloading service of the freight, including the count thereof, must be performed by the shipper and/or consignee at his expense without any assistance from the carrier. The carrier's employee and power unit is to be released while loading and/or unloading is performed. At carrier's option, the carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.
3. (a) The complete loading service includes the loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle when required to protect and make shipments secure for transportation must be furnished and installed by the shipper. (b) The complete unloading service means that the consignee must remove the freight from the position in which it is transported in or on the carrier's vehicle.

4. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee as condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.
5. In event the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading.
6. If the consignor or any party tendering any portion of the shipment refuses to perform loading or if the consignee or any party receiving any portion of the shipment refused to perform the unloading, the rate will not apply and rates otherwise published will be assessed.

Item 600: Commodities, classifications packaging, labeling

All shipments tendered for transportation or accessorial services will be packaged, labeled, classified, transported, documented and described in accordance with the rules, regulations and descriptions set forth in the National Motor Freight Classification, Tariff NMFC 100 series and as amended in the future.

Item 610: BOL correction services

A)Weight Correction Fee

1. The Carrier or Carrier's agent shall have the right to take action necessary to determine if the information provided on the bill of lading is correct including, but not limited to:
 - a) Verification of gross shipment weights (a shipping carrier, container or package, or pallet, platform, or skid constitutes part of the gross weight).
 - b) Collection of other sufficient evidence necessary to verify whether or not the weight of the shipment is correctly declared.
2. When the information is found to be incorrect, the bill of lading and carrier freight bill will be corrected and freight charges assessed according to the proper descriptions and weights except, when the Shipper palletizes mixed commodities, the corrected weight will be charged at the highest rated commodity in the shipment.
3. When the weight of a shipment results in a change to the freight charges of at least \$10.00, an additional charge of \$10.00 will apply.

B)Our Rights Re: Overweight Shipments:

1. We have the right (but not the obligation) to
 - a) have any loaded container or trailer weighed to determine if it conforms with safe handling rules and applicable federal, provincial, state and municipal laws and
 - b) to hold and transload all or a portion of the cargo to another trailer or container if we become aware that the trailer or container is overweight. Customer is responsible for all associated costs, including, without limitation, the cost of transloading, using and moving the trailer and container and any resulting storage charges.
- B) Handling of Overweight Shipments:

If an overweight problem is determined after pick up and before reaching the origin terminal, we will return the shipment to the consignor for correction if permitted. If the shipment cannot be returned, Customer will arrange for correction of the overweight condition at Customer's expense. If an overweight problem is determined after arrival at the destination rail terminal and before reaching the consignee, the shipment will be delivered to the consignee if permitted. If the shipment cannot be delivered, Customer will arrange for correction of the overweight condition at Customer's expense. Customer is responsible for all charges associated with the pick up or delivery as originally arranged, as well as all additional costs or charges arising out of the overweight condition, including but not limited to storage, detention and redelivery charges.

C) Description Correction Fee

1. The Carrier or Carrier's agent shall have the right to take action necessary to determine if the information provided on the bill of lading is correct including, but not limited to:
 - a) Inspection of packages.
 - b) Verification of gross shipment weights (a shipping carrier, container or package, or pallet, platform, or skid constitutes part of the gross weight).
 - c) Verification of actual or declared density.
 - d) Collection of other sufficient evidence necessary to verify whether the shipment is correctly described.
2. When the information is found to be incorrect, the carrier freight bill will be corrected and the freight charges assessed according to the proper descriptions and weights.
3. Density - For the purpose of determining NMFC density-based classifications, the dimension of the articles will be calculated in accordance with Section 8, Item 110, NMFC 100 Series and the weight shown on the shippers bill of lading, unless the Carrier determined the weight on the bill of lading to be in error, or the Shipper provides documentation that the weight was in error.
4. When the inspection of a shipment results in a change to the freight charges of at least \$10.00, and additional charge of \$10.00 will apply.

Item 620: Terms and conditions

Each shipment pursuant to this agreement shall be evidenced by a written bill of lading. This bill of lading shall describe the kind and quantity of goods received and delivered by CARRIER. Such bill of lading shall be evidence of receipt of the goods by CARRIER. Any terms, conditions and provisions of such bill of lading shall be subject and subordinate to the terms, conditions and provisions of this Agreement and, in the event of a conflict between the terms, conditions and provisions of such bill of lading and this Agreement, the terms, conditions and provisions of this rules tariff shall govern.

This contract shall be governed and construed in accordance with the rules and regulations of the NMFC 100 series tariff as it pertains to commodities,

classifications and the packaging/labeling thereof, unless otherwise specified herein.

Item 630: Service limitations

The carrier is not obligated to render accessorial services or transport property for which it does not have suitable equipment, nor will transportation be performed

SHIPPER OBLIGATIONS

Customer or its shipper is responsible to count and record all contents of shipments moved under this Tariff and to apply a protective seal to the loaded equipment, unless Customer has arranged before dispatch for us to provide these services. Customer will or will cause the consignor to load, block, brace and secure all cargo to prevent shifting as appropriate for the selected mode of transportation. Customer will not tender any hazardous materials and waste, high value shipments (+\$100,000 in value), oversize or overweight shipments or commodities requiring protection from heat or cold, unless such shipments have been properly identified and Customer has made the necessary prior arrangements with us. Although we will inspect any empty containers or trailers before delivery to Customer, Customer will also inspect all empty containers and trailers tendered for loading and reject any equipment that is not in apparent suitable condition to protect and preserve the cargo during transportation and notify us of any rejected equipment. Customer will and will cause its consignors or consignees not to lose, damage or misuse tractors, trailers, containers, chassis or other equipment and will pay for any loss or damage resulting from Customer's or its consignors or consignee's possession or use of such equipment.

Item 640: Equipment ordered not used

When carrier is requested to perform transportation services and dispatches equipment to a point designated, in accordance with the instruction of the party ordering the equipment, and instruction to the carrier is later changed and the equipment is not used through no fault of the carrier, a charge of \$250.00 will be assessed, for LTL Shipments and \$500 for truckload shipments.

Item 650: Storage

Freight held in carrier's possession by reason of an act or an omission of the shipper, consignee or owner, or for custom clearance or inspection, and through no fault of the carrier, will be considered stored immediately, and will be subject to the following provisions:

(1) Storage charges on freight awaiting line-haul transportation will begin at 7:00 A.M. the day after freight is received by the carrier.

(2) Storage charges on undelivered freight will begin at 7:00 A.M. the first business day, and will accrue every day thereafter including holidays and weekends, after notice of arrival has been given except no charges under this item will be made when actual tender delivery is made within 24 hours after such notice of arrival has been given.

(3) Storage charges on freight stored in carrier's possession, will be subject to the following charges:

CHARGES:

For each 100 pounds or fraction thereof per 24 hours or fraction thereof (excludes HEATED SERVICE charges).

\$2.30

Minimum storage charge per shipment per day (excludes HEATED SERVICE charges).

\$75.00

Item 660: Warranties and non-wavier

Carrier makes no warranties, implied or other, for any transportation and/or related services provided. failure by carrier to apply or enforce the provisions of its tariff(s), service guides, standard operating procedures, terms and conditions, or requirements will not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided.

Item 670: Quotations of estimated charges

1. When carrier has furnished, either orally or in writing, an estimate of published charges, such estimate will be given on basis of effective published provisions as applies to those facts concerning shipments which are made known to carrier.

2. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges which is not binding either on carrier or shipper.

3. All transportation charges on a shipment will be assessed on basis of published provisions legally in effect at time of shipment as applied to commodity shipped and transportation and related services performed in connection therewith. Liability is limited to \$.50 per lb.

Item 680: Dunnage removal/cleaning services

\$75 minimum for general sweep out and dunnage removal Additional fees may be assessed for other services, such as washouts, disposal, steam cleaning, reefer services and dunnage transportation to another location.

Item 690: Sealed shipment

If Customer loads and seals the cargo within the trailer or container and the seal is intact upon delivery, we will not be liable for shortages or any damage to the cargo except when proximately caused by our independent action. We will also not be liable if

1. The seal is broken at the direction and under the supervision of an agent of a governmental authority.
2. Trailers or containers are preloaded and the adequacy of loading or count of such trailer or container cannot be practically determined by our representative. If a seal is broken for an inspection by an agent of a governmental authority, we will request that the governmental authority reseal the trailer or container and/or make appropriate notation on the freight documentation form. We may break the seal on a trailer or container if, upon our determination, it becomes reasonably necessary to do so to inspect, reposition, or protect the cargo or the equipment or to comply with federal, state, municipal, or provincial laws. The consignee of a shipment may not refuse delivery of a shipment solely because the seal on a trailer or container is broken.

Item 700: Lien rights

Carrier will have a possessory lien on shipments and any proceeds there from in its dominion and control for the payment of any amounts due and owing to carrier. in addition, to the extent not prohibited by applicable law, carrier will have a general lien on any goods that have come or will come into its possession, and on any proceeds thereof, for any and all charges due and owing to carrier regardless of whether those charges relate to the goods or proceeds against which the general lien is enforced.