

TRANSPORTATION OF AMERICA, LLC
GENERAL COMMODITIES RULES TARIFF

Tariff No. TOA 001

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ITEM 100 ZIP CODES

This tariff's source for zip codes is the National Five Digit Zip Code and Post Office Directory.

ITEM 110 DEFINITIONS

1. **Forwarder:** Transportation of America, LLC. including its authorized representatives, servants, and agents.
2. **Blanket Wrap Service:** This service is for any shipment requiring protective pads and air-ride service on logistics equipped trailers receiving special handling and direct dock/tail gate delivery.
3. **B/L:** The Forwarder's Straight Bill of Lading.
4. **Business day or business hours:** That time, other than Saturdays, Sundays or holidays, during which the Forwarder generally conducts its operations.
5. **Forwarder's freight terminal:** The freight depot or station of the Forwarder at which freight is loaded or unloaded.
6. **Chargeable Weight:** cubic dimensional weight.
7. **COD:** Collect on Delivery.
8. **Consignee:** The party to which the Forwarder is transporting freight.
9. **Consignor:** The shipper and/or the party from which the Forwarder picks up freight for transportation.
10. **Customer:** Includes the Consignor, shipper, Consignee, owner of the Freight, and any person lawfully acting on behalf of any of the aforementioned persons, including, without limitation, brokers of property.
11. **DOT:** United States Department of Transportation.
12. **Doubles trailer:** A trailer 29 feet or less in length.
13. **Export:** Any traffic having a subsequent transportation to a foreign country.
14. **FAK:** Freight All Kinds
15. **Freight:** Articles of every kind and description, including their packaging, containers, or other shipping units or materials, that Customer has tendered to the Forwarder for transportation from the Place of Receipt to the Place of Delivery (the "Carriage"), all of the above as set forth on the front page of the Forwarder's Straight Bill of Lading.
16. **Holiday or Legal Holiday:** New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday at the point where the Forwarder is to perform service. When a holiday falls on a Sunday, the following Monday will be observed as the holiday.
17. **Import:** Any traffic having a prior transportation to a foreign country.
18. **LTL:** Less than Truckload
19. **Max.:** Maximum
20. **Min.:** Minimum
21. **POD:** Proof of Delivery
22. **Shipment:** a single consignment of Freight that the Forwarder receives for transportation from a single shipper address to a single Consignee address.
23. **Truck or Vehicle** – Any vehicle or combination of vehicles handled as one unit, of not less than 35 feet in length, and not more than a combined 60 linear feet of inside floor length, legally propelled or drawn by a single power unit.

SYMBOLS:

- | | |
|----|---|
| A | Addition |
| C | Cancel or Cancelled |
| CW | Change in wording resulting in neither increase nor reduction |
| I | Increase |
| N | New |
| R | Reduction |

ITEM 130 ADVANCEMENT OF CHARGES

- A. Upon request, the Forwarder will advance the charges for transportation, cartage, storage, loading, unloading, packaging, and processing not performed by the Forwarder, when either the Consignor or Consignee has provided a guarantee in writing that either shall pay such charges. The Forwarder shall assess a handling charge, subject to a minimum charge, both as set forth in Appendix "A," for each amount that the Forwarder advances.
- B. The Forwarder shall not advance charges on any Shipment requiring prepayment of charges unless the amount of such advancement has been deposited in cash with the Forwarder.

ITEM 150 APPLICATION OF TARIFF

- A. The rates, rules, charges, and other provisions of this tariff apply to all transportation, regulated or exempt, only in connection with tariffs, contracts, and rates provided by the Forwarder and other publications of the Forwarder that make specific reference to this tariff.
- B. In case of a conflict, any rates, rules, charges, discounts, or provisions provided by the Forwarder in its individual tariffs or special contracts, in writing or by electronic transmission, shall prevail over those set forth herein.
- C. All rates and charges in this tariff apply only to transportation and services performed by the Forwarder. Separate charges shall apply for ocean freight, documentation, container rental, and other services not specifically set forth herein.

ITEM 175 APPLICATION OF RATES – PHYSICAL LOCATION REQUIRED

The Forwarder shall not accept shipments with a destination of a post office box. Every shipment's destination must be a physical location.

ITEM 210 APPLICATION OF RATES – MINIMUM CHARGE, CUBIC CAPACITY, AND DENSITY

A. CONDITIONS – AVERAGE DENSITY:

The average density is based on the total cubic feet of each packaged unit in the Shipment. The Forwarder shall deem a lot of freight shrink-wrapped onto a pallet or banded to a pallet when tendered will be considered a single packaged unit. An exception is packaged units described below in section “D.” Trailer space for Forwarder or shipper loading of the Forwarder’s trailer will not be used to determine the cube of the shipment.

B. FREIGHT BILL INFORMATION:

When this Item applies, the Forwarder’s freight bill shall indicate both the actual weight and the calculated weight upon which the Forwarder has assessed its minimum charge.

C. NON-APPLICATION OF DISCOUNTS:

Shipments subject to the provisions of this Item shall not be subject to any otherwise-applicable discounts or allowances.

D. PACKAGING (FOR THE PURPOSE OF DETERMINING CUBIC FEET):

Any unit that is packaged in such a way so that other freight cannot be stowed on top of it in the Forwarder’s vehicle shall be deemed to be 84 inches in height, even if the actual height is less. That includes units irregularly shaped on top, i.e., machines, etc.; packaged units such as pallets, skids, or cartons banded or shrink-wrapped into a single unit that is *pyramided* or *rounded* on top; and packaged units that are marked with instructions that no freight is to be loaded on top, all of which prohibit the stowing of additional freight on top of that unit.

ITEM 345 ARRIVAL NOTICE AND UNDELIVERED FREIGHT

ARRIVAL NOTICE:

- A. All shipments that a Consignor tenders for transportation are presumed to be deliverable. Actual tender of delivery at the Consignee's place of business constitutes notice of the arrival of a Shipment. The Forwarder shall give all other notices of arrival in the manner set forth below in paragraph "B," unless the Consignor has noted prior delivery arrangements on the bill of lading.

- B. If the Shipment is not actually tendered for delivery, the Forwarder shall give notice of arrival to the Consignee not later than the next business day following the arrival of the Shipment its destination.
 - 1. The Forwarder shall give by telephone, if convenient and practical, and otherwise, by mail or facsimile. The notice, however transmitted, shall specify the point of origin, the Consignor, the commodity, and weight of shipment.
 - 2. If the Forwarder does not know the Consignee's address, then the Forwarder shall mail notice to the Consignee at the post office serving the point of destination shown on the bill of lading.
 - 3. In case of notification by mail, the notice shall be deemed to be received by the addressee at 8:00 a.m. on the first business day after mailing.

UNDELIVERED FREIGHT:

- A. If the Forwarder is unable to deliver freight because of the Consignee's refusal or inability to accept it, or because the Forwarder is unable to locate the Consignee, or if the Forwarder is unable to deliver because of an error or omission on the part of the Consignor, the Forwarder shall make a diligent effort to promptly notify the Consignor, in writing, at the address shown on the bill of lading and request disposition instructions. If the Consignor fails to provide written disposition instructions within 30 days after the date of notice, the Forwarder may, upon 30 days' written notice to the Consignor, dispose of the shipment at public or private sale and pay itself out of proceeds to satisfy the transportation charges owing on the shipment and/or any other monies due and owing to the Forwarder. The Forwarder shall pay to the Consignor any sums that the Forwarder collects in excess of such transportation charges. No sale or disposal under this Item will discharge any liability or lien to any greater extent than the proceeds of such sale or disposal. The Consignor shall remain liable for any deficiency.

- B. Undelivered shipments shall be subject to the applicable storage or detention charges.

ITEM 360 BILLS OF LADING – BILL OF LADING, FREIGHT BILL, AND STATEMENT OF CHARGES

When the payer of freight or other charges requires or requests, as a prerequisite to payment:

- A. Copies of freight bills or statements of transportation charges, the Forwarder shall assess a charge, as set forth in Appendix “A,” for each such document or copy.
- B. The preparation by the Forwarder of any forms requiring itemization, listings, or description of single or multiple freight bills, for submittal with freight bills or statement of charges, Forwarder shall assess a charge, subject to a minimum charge, both as set forth in Appendix “A,” per line of itemization, listing or description, per page, per copy.
- C. Any forms or copies of forms to be submitted with freight bills or statements of charges, Forwarder shall assess a charge, as set forth in Appendix “A,” for each such form or copy.
- D. That information not shown on the shipping order at time of shipments be shown on freight bills or statements of charges, Forwarder shall assess a charge, as set forth in Appendix “A”.
- E. That proof of delivery be furnished in any form, Forwarder shall assess a charge, as set forth in Appendix “A,” for each document or copy.

ITEM 362 BILLS OF LADING – CORRECTED

After delivery of a Shipment, the Forwarder shall not accept corrected bills of lading or other written or verbal instructions to change the Shipment’s description or weight

ITEM 364 BILLS OF LADING – ORDER BILLS

Where the Forwarder agrees to transport a Shipment under an order bill of lading, the Forwarder shall assess a charge, as set forth in Appendix “A,” to cover the cost of handling such a bill of lading. That charge shall be in addition to all other applicable charges, all of which Forwarder shall collect from the party responsible to pay the freight charges.

ITEM 365 BILL OF LADING – TERMS AND CONDITIONS

1. DEFINITIONS

“Forwarder” means **Transportation of America, LLC**.

“Bill of Lading” means the Forwarder’s Straight Bill of Lading, front and reverse pages.

“Customer” includes the Consignor, shipper, Consignee, owner of the Freight, and any person lawfully acting on behalf of any of the aforementioned persons, including, without limitation, brokers of property.

“Freight” means articles of every kind and description, including their packaging, containers, or other shipping units or materials, that Customer has tendered to the Forwarder for transportation from the Place of Receipt to the Place of Delivery (the “Carriage”), all of the above as set forth on the front page of this Bill of Lading.

“Charges” includes, without limitation, freight charges, all expenses, costs, detention, demurrage, and any other money obligations incurred and payable by the Customer, and all collection costs for freight and other amounts due from the Customer, including, without limitation, attorneys’ fees and court costs.

2. AGREEMENT TO TERMS AND CONDITIONS OF BILL OF LADING

By the Customer’s tender of the Freight for Carriage, the Customer agrees to these Bill of Lading Contract Terms, which no agent or employee of the parties may alter. This Bill of Lading is non-negotiable. The Customer has prepared this Bill of Lading, or the Forwarder or its authorized agents have done so on the Customer’s behalf. The Customer agrees that the Carriage is subject to these Bill of Lading Contract Terms and those set forth on the front page of this Bill of Lading, the applicable tariff(s), which is/are available for inspection upon request, and which is/are expressly incorporated herein by reference. The defenses and limits of liability set forth in this Bill of Lading shall apply in any action against the Forwarder under any legal theory whatsoever, whether the action is in contract, tort, bailment, indemnity, contribution, or otherwise.

3. FORWARDER’S UNDERTAKING

The Customer understands that the Forwarder is a non-vehicle-operating domestic freight forwarder. The Forwarder is a Title 49 freight forwarder, licensed by the Federal Motor Forwarder Safety Administration—docket number **FF12398**. The Forwarder contracts with service providers including, without limitation, motor carriers, drayage companies, brokers, freight forwarders, rail Forwarders, warehousemen, and/or other transportation and transportation-related service providers (collectively, the “Service Providers”) to transport and/or handle the Freight.

4. FORWARDER ACTING AS AGENT FOR NON-CARRIAGE UNDERTAKINGS

Whenever the Forwarder undertakes to accomplish any act, operation, or service outside of the Carriage undertaking or not initially agreed or mentioned on this Bill of Lading, the Forwarder shall act as the Customer’s agent and shall be under no liability whatsoever for any loss or damage to the Freight or any direct, indirect, or consequential loss arising out of or resulting from such act, operation, or service.

5. NOTICE OF CLAIM AND TIME-BAR

(a) As a condition precedent to the Forwarder’s processing of a cargo claim, all freight charges must have been paid in full.

(b) Any and all cargo claims must be filed against the Forwarder within nine months after the delivery of the Freight, or in the case of export traffic, within nine months after delivery at the port of export, except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. The failure to file a claim within the aforementioned and applicable nine-month period shall result in the claim’s being time-barred and the Forwarder’s discharge from any and all liability, whether in contract, tort, or otherwise. The Forwarder shall not pay any time-barred claims. A timely notice of claim is a condition precedent to the right to institute a timely lawsuit against the Forwarder, as set forth below in sub-paragraph (c).

ITEM 365 BILL OF LADING – TERMS AND CONDITIONS (continued)

(c) Any lawsuits for cargo claims shall be filed in court against the Forwarder no later than two years and one day from the day on which the Forwarder has given written notice to the claimant that the Forwarder has disallowed the claim, or any part or parts of the claim specified in the timely notice of claim. Assuming a timely notice of claim, the failure to file a timely lawsuit within the aforementioned two-year-and-one-day period shall result in the claim's being time-barred and the Forwarder's discharge from any and all liability, whether in contract, tort, or otherwise. The Forwarder shall not pay any time-barred claims.

6. SPECIAL SECURITY/PROTECTIVE SERVICES

The Forwarder's failure to arrange any agreed-to special security services and/or requirements, including, without limitation, team drivers, shall not negate the Forwarder's limitation of liability, which is set forth below in paragraph 8.

7. HIJACKING/ASSAILING THIEVES DISCLAIMER

The Forwarder shall have no liability whatsoever arising out of or in connection with the acts of any person who unlawfully, by use of force or threats of any kind, damages, seizes, or exercises control over the Freight, over any Service Provider, or over any means of transportation or storage of the Freight. The Customer understands and agrees that it accepts and assumes the risk of loss for the foregoing acts.

8. LIMITATION OF LIABILITY; OPPORTUNITY TO AVOID LIMITATION

The Forwarder has established and offered alternative rates of freight for the Carriage and the Customer acknowledges that it has made an election between those alternative rates, between (a) the Forwarder's regular/lower rates for freights with limited value, and (b) ad valorem rates for freight not so limited, which rates are dependent on the value declared by the Customer. Unless the Customer declares the nature and value of the Freight prior to the Carriage, sets forth the same on the front page of this Bill of Lading, and pays the corresponding declared valuation charge, as set forth in the Forwarder's applicable tariff, a copy of which is available to the Customer upon request, the Customer knowingly and willingly elects to ship under the Forwarder's regular/lower rates, the consequence of which is that in no event shall the Forwarder or any Service Provider be or become liable for any loss of or damage to or in connection with the Carriage of the Freight in an amount exceeding the greater of \$.60 per pound or \$50.

9. CARRIAGE METHODS/ROUTES, SUBSTITUTION OF MODE/EQUIPMENT

The Customer understands and agrees that the Forwarder and/or Service Providers performing the Carriage of the Freight may at any time, and without notice to the Customer:

- (a) Use any means of transport or storage whatsoever;
- (b) Transfer the Freight from one conveyance to another, including transshipment or carrying on a truck and/or trailer other those that may be set forth on the front page of this Bill of Lading, or any other means of transport whatsoever; or
- (c) Proceed by any route in the Forwarder's and/or any Service Provider's sole discretion—irrespective of whether such route is the nearest, most direct, customary, or advertised route.

The Customer agrees that anything done or not done in accordance with the above sub-paragraphs or any delay arising therefrom shall be within the scope of the Carriage and not a deviation.

10. MATTERS AFFECTING PERFORMANCE

If at any time and for any reason the performance of the contract for the Carriage of the Freight evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty, or disadvantage of any kind, other than the inability of the Freight to be safely or properly carried or carried further, and howsoever arising (even though the circumstances giving rise to such matters as stated above existed at the time this contract was entered into or the Freight were received for shipment), the Forwarder, at its sole discretion, without prior notice to the Customer and irrespective

ITEM 365 BILL OF LADING – TERMS AND CONDITIONS (continued)

of whether the Carriage has commenced, may treat the performance the of this contract of transportation as terminated and place the Freight at the Customer's disposal at any place that the Forwarder, at its sole discretion, deems to be safe and convenient, whereupon the responsibility of the Forwarder in respect of such Freight shall cease. The Forwarder shall nevertheless be entitled to full freight for the Carriage of the Freight, and the Customer shall pay any additional costs of transportation to and delivery and storage at such place.

11. REFUSED DELIVERY

Refusal of the Consignee or Customer to take delivery of the Freight notwithstanding their having received notice of the Freight's availability shall constitute an irrevocable waiver of any and all claims arising out of or in any way relating to the Freight or the Carriage. The Customer shall be liable to the Forwarder for any losses, damages, expenses, and liabilities it incurs arising out of such a refusal, including, without limitation, the return of the Freight to their Place of Receipt.

12. FREIGHT AND CHARGES

- (a) All freight charges shall be deemed fully, finally, and unconditionally earned on the Forwarder's receipt of the Freight and shall be paid and non-returnable in any event whatsoever.
- (b) All freight charges and Charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Freight.
- (c) If the Customer's description of the Freight in this Bill of Lading or in any documents the Forwarder receives from or on behalf of the Customer is inaccurate, incorrect, or misleading in any respect, the Customer shall pay for any actual damage that the Forwarder suffers as a result.
- (d) Payment of freight charges and/or Charges to any broker, freight forwarder, Service Provider, or to anyone other than the Forwarder or its authorized agent shall not be considered payment to the Forwarder and shall be made at the Customer's sole risk.
- (e) The class of persons that make up the definition of "Customer" shall, where applicable, be jointly and severally liable to the Forwarder for payment of all freight charges, demurrage, detention, and Charges including, without limitation, court costs, expenses and attorneys' fees the Forwarder incurs in collecting any sums due, failing which shall be considered a default by the Customer in the payment of freight and Charges.

13. LIEN

- (a) The Forwarder shall have a general and continuing lien on any and all property of the Customer coming into the Forwarder's actual or constructive possession or control for monies owed to the Forwarder with regard to the shipment on which the lien is claimed, a prior shipment(s), and/or both, including without limitation, freight, dead freight demurrage, detention, any Charges, and for any expenses the Forwarder incurs for repacking, remarking, fumigation, or required disposal of faulty Freight, for fines, dues, tolls, or commissions the Forwarder has paid or advanced on behalf of the Freight, for any sums, including, without limitation, for legal expenses the Forwarder has incurred because of any attachment or other legal proceedings brought against the Freight by governmental authorities or any person claiming an interest in the Freight. The Forwarder's lien shall survive discharge or delivery of the Freight.
- (b) The Forwarder shall provide written notice to the Customer of the Forwarder's intent to exercise its lien rights, which notice shall set forth the exact amount of monies due and owing. The Customer shall notify all parties having an interest in the shipment(s) of the Forwarder's rights and/or the exercise of such lien rights.
- (c) Unless, within thirty days of receiving notice of lien, the Customer posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110 per cent of the value of the total amount due, in favor of Forwarder, guaranteeing payment of all monies due and owing, plus all ongoing and accruing charges, such as storage, the Forwarder shall have the right to sell such shipment(s) at public or private sale or auction and the Forwarder shall refund to the Customer any net proceeds remaining after such sale.

ITEM 365 BILL OF LADING – TERMS AND CONDITIONS (continued)

14. DESCRIPTION OF FREIGHT AND NOTIFICATION

(a) The Customer's description of the Freight stuffed in a sealed trailer by the Customer or on its behalf shall not be binding on the Forwarder, and the description declared by the Customer on the front page of this Bill of Lading is information provided by the Customer solely for its own use. The Customer understands that the Forwarder has not verified the contents, weight, or measurement of a sealed trailer or package, or its weight or measurement, or the value, quantity, quality, description, condition, marks, or numbers of the contents thereof. The Forwarder is under no responsibility whatsoever in respect of such description of particulars, and the Customer shall indemnify and hold harmless the Forwarder against any and all loss, damage, liability, and expense, including, without limitation, attorneys' fees that the Forwarder has incurred, arising out of or in any way connected with or caused by, in whole or in part, such description of particulars.

(b) The Forwarder, its agents, and servants shall not in any circumstances whatsoever be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, or for misdelivery due to marks or countermarks or numbers, or for failure to notify the Consignee of the arrival of the Freight, notwithstanding any custom of the Place of Delivery to the contrary.

15. HAZARDOUS GOODS

(a) Prior to tendering Freight that is "hazardous goods," as defined under applicable federal and state law and regulations, the Customer shall, in compliance with the laws and regulations governing the transportation of such goods, have the same properly packed, distinctly marked, and labeled, and notify the Forwarder in writing of their proper description, nature, and the necessary precautions.

(b) Freight that is hazardous goods or are otherwise of an inflammable, explosive or dangerous nature to the shipment whereof the Forwarder, its agent, or a Service Provider, has not consented with knowledge of the Freight's nature and character, may at any time before discharge be landed at any place and destroyed or rendered innocuous by the Forwarder or any person without compensation, and the Customer of such Freight shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such Freight shipped with such knowledge and consent shall become a danger to the transporting tractor and/or trailer, or any cargo thereon, it may in like manner be landed in any place or destroyed and rendered innocuous by the Forwarder or any person, without liability on the part of the Forwarder.

(c) The Customer shall indemnify and hold harmless the Forwarder against any and all loss, damage, liability, and expense, including, without limitation, attorneys' fees that the Forwarder has incurred, arising out of or in any way connected with or caused by, in whole or in part, omission of full disclosure required by this clause or by applicable treaties, conventions, laws, codes, or regulations.

16. PERISHABLE FREIGHT

(a) Freight of a perishable nature shall be carried in ordinary trailers without special protection, services, or other measures unless there is noted on the front page of this Bill of Lading that the Freight will be carried in a refrigerated, heated, electrically ventilated, or otherwise specially-equipped trailer, or that the Freight are to receive special attention in any way. In case of refrigerated trailer(s) packed by or on behalf of the Customer, it undertakes not to tender for Carriage any Freight that require refrigeration without giving written notice to the Forwarder of their nature and the required temperature setting of the thermostatic controls before the Forwarder's receipt of the Freight. The Customer undertakes that the Freight have been properly stowed in the trailer and that the thermostatic controls have been adequately set before the Forwarder's receipt of the Freight and, if necessary, that the Freight have been pre-cooled before their stuffing into the trailer. The Customer's attention is drawn to the fact that refrigerated trailers are not designed to freeze down Freight that have not been presented for stuffing at or below its designated carrying temperature, and the Forwarder shall not be responsible for the consequences of Freight tendered to it at a higher temperature than that required for the Carriage. If the Customer fails to comply with the foregoing

ITEM 365 BILL OF LADING – TERMS AND CONDITIONS (continued)

requirements, the Forwarder shall not be liable for any loss of or damage to the Freight, howsoever arising.

(b) The term “apparent good order and condition” when used in this Bill of Lading with reference to Freight that require refrigeration does not mean that the Freight upon the Forwarder’s receipt of the same, were verified by the Forwarder as being at the designated carrying temperature.

(c) The Forwarder shall in no event be held liable for damage to Freight due to condensation.

17. FREIGHT UNACCEPTABLE FOR CARRIAGE

(a) Unless the Forwarder otherwise agrees in writing, Forwarder shall not accept for Carriage any of the following: accounts, bills, deeds, evidences of debt, notes, securities, currency, money, coins or stamps, jewelry, precious stones, fine arts, bullion, specie, or other precious metals, furs, garments trimmed with furs, weapons, ammunition, explosives, live animals and plants, Christmas trees, batteries, used household goods and personal effects, used machinery and used automobiles, used aircraft/used boats, temperature controlled commodities, cigarettes and tobacco products, hazardous materials, human remains, antiques, plants, live animals, pharmaceuticals, lewd, obscene or pornographic materials, D.O.T.-restricted articles, including dangerous goods and hazardous or combustible materials, any material prohibited from transport by any law, regulation, or statute of any country in which the shipment may be carried.

(b) If the Customer tenders any of the foregoing without previous full written disclosure of the same to the Forwarder and its written agreement to transport the same, the Customer shall indemnify and hold harmless the Forwarder against any and all loss, damage, liability, and expense, including, without limitation, attorneys’ fees that the Forwarder has incurred, arising out of or in any way connected with or caused by, in whole or in part, such goods.

18. INSPECTION OF FREIGHT

The Forwarder and/or any Service Provider shall be entitled, but under no obligation, to open any trailer, package, carton, or other shipping unit at any time and to inspect the Freight.

19. CUSTOMER-PACKED FREIGHT, CUSTOMER-STUFFED TRAILERS

(a) If Freight has not been packaged, and if a trailer has not been stuffed by or on behalf of the Forwarder, the Forwarder shall not be liable for the loss of or damage to the Freight, and the Customer shall indemnify and hold harmless the Forwarder against any and all loss, damage, liability, and expense, including, without limitation, attorneys’ fees that the Forwarder has incurred if such loss, damage, liability, or expense arises out of or is in any way connected with or is caused by, in whole or in part:

(1) The manner in which the Freight and/or trailer was stuffed, filled, packed, and/or loaded; or

(2) The unsuitability of the Freight for Carriage in its packaging and/or in a trailer; or

(3) The unsuitability or defective condition of the trailer, provided that, if the trailer had been supplied by or on behalf of the Forwarder, that unsuitability or defective condition could have been apparent upon inspection by the Customer at or prior to the time when the trailer was stuffed, filled, packed, and/or loaded.

(b) The Customer shall inspect trailers before stuffing them and the Customer’s use of a trailer shall be prima facie evidence of its being suitable and without defect.

20. CARRIAGE AFFECTED BY THE CONDITION OF THE FREIGHT

If it appears at anytime that the Freight cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Freight or the trailer, the Forwarder may, without notice to the Customer, but as its agent only, take any measure(s) and/or incur any additional expense to carry or to continue the Carriage, and/or sell or dispose of the Freight, and/or abandon the Carriage and/or store Freight, under cover or in the open, at any place that the Forwarder, in its sole discretion, considers most appropriate, which abandonment, storage, sale, or disposal shall be deemed to constitute delivery under this Bill of

ITEM 365 BILL OF LADING – TERMS AND CONDITIONS (continued)

Lading. The Customer shall indemnify the Forwarder against any additional expenses it has so incurred.

21. CUSTOMER'S RESPONSIBILITY

The Customer shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses, or losses, including the full return-freight for the Freight returned, or if on-carried, the full freight from the Place of Delivery to another place of delivery, incurred and/or sustained by reason of any failure to so comply or by reason of any illegal, incorrect, or insufficient marking, numbering, or addressing of the Freight, and shall indemnify the Forwarder in respect of such expenses.

22. DELAY, CONSEQUENTIAL LOSS, ETC.

(a) The Forwarder does not undertake that the Freight will be transported from the Place of Receipt, or will arrive at the Place of Delivery, or will be shipped on board any particular truck or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. The scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed and the Forwarder shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect, or consequential loss or damage caused by delay. (b) Save as otherwise provided herein, the Forwarder shall in no circumstances be liable for direct or indirect consequential loss or damage arising from any other cause.

23. VARIATION OF THE CONTRACT

No person, including, without limitation, a Service Provider or an employee, servant, or agent of the Forwarder has the power to waive or vary any of the Bill of Lading Contract Terms unless an officer of the Forwarder, in writing, has specifically agreed to such a waiver or variation.

24. PARTIAL INVALIDITY

If any provision of this Bill of Lading shall for any reason be held to be invalid or unenforceable by any court or regulatory body, then the remainder of this Bill of Lading shall be unaffected thereby, and remain in full force and effect.

25. LAW AND JURISDICTION; MANDATORY VENUE

In the absence of any compulsorily-applicable law to the contrary, the Customer agrees that all claims or disputes arising out of or in any way connected to this Bill of Lading or the Carriage shall be determined under the federal law of the United States of America and exclusively in the United States District Court for the Central District of California in Los Angeles, California, to the exclusion of all other courts, and the Customer and Forwarder agree to irrevocably submit to the personal jurisdiction of such courts, and thereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.

ITEM 382 CANCELING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE

From time to time, the Forwarder may amend to pages in this tariff by reprinting the page and assigning a revision number. The revision numbers shall be in consecutive numerical order beginning with “1st Revised Page.” A revised page shall cancel any revised or original pages that bear the same page number.

ITEMS 390 DECLARED VALUATION CHARGE

As the means by which to avoid the Forwarder’s applicable limitation of liability, the Customer has a fair opportunity to declare a value on the Forwarder’s bill of lading and under the terms of this tariff:

- A. If a Customer declares a value on the entire Shipment or as to a certain piece or pieces of Freight, a declared valuation charge, subject to a minimum charge, both as set forth in Appendix “A,” shall apply for each \$100 of declared value or to a fraction thereof. When a Customer declares a value for freight and pays the corresponding declared value charge, the Forwarder’s liability shall be determined under Item 579.
- B. In the case of shipments destined to points outside the United States and its territories, the declared value of a Shipment shall be the value for Carriage that the Consignor has declared on the Shipper’s Letter of Instruction or other shipping document.

ITEMS 394 CHARGES PREPAID OR COLLECT

Except as the Forwarder may otherwise provide, the Forwarder shall accept shipments either with charges to be prepaid by the Consignor or to be collected from the Consignee. The Consignor must prepay for the following shipments:

- A. Shipments the commercial value of which is less than the transportation charges for the same.
- B. Used household goods, not for resale, and personal effects consisting of wearing apparel, cosmetics, toilet articles, and articles worn by an individual, used, and not for resale.
- C. Shipments addressed to a Consignee at a transient address.
- D. Shipments to be delivered to U.S. Customs and Border Protection.
- E. Shipments addressed to Canadian or United States government agencies, unless the shipper is a government agency using a proper bill of lading.
- F. Shipments destined to construction sites, post office boxes, or hotels and motels consigned to guests.
- G. Shipments addressed to persons restrained of their liberty.
- H. Shipments destined to exhibition grounds, tradeshow venues, parks, fairs, or similar premises where there is paid admission for entrance.
- I. Shipments addressed to any person and/or organization in care of another person and/or organization.

ITEM 407 CLAIMS, LOSS AND DAMAGE

- A. Any and all cargo claims must be filed against the Forwarder within nine months after the delivery of the Freight, or in the case of export traffic, within nine months after delivery at the port of export, except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. The failure to file a claim within the aforementioned and applicable nine-month period shall result in the claim's being time-barred and the Forwarder's discharge from any and all liability, whether in contract, tort, or otherwise. The Forwarder shall not pay any time-barred claims. A timely notice of claim is a condition precedent to the right to institute a timely lawsuit against the Forwarder.

- B. As a condition precedent to the Forwarder's processing of a cargo claim, all freight charges must have been paid in full. The Customer is prohibited from deducting the amount of any claim from any due and owing freight charges.

- C. Damage and/or loss discovered by the Consignee after delivery and after a clear receipt has been given to the Forwarder must be reported to the Forwarder within 15 days after delivery of the Shipment, with the privilege to the Forwarder to make inspection of the Shipment, its container(s), and packing material within 15 days after receipt of such notice. It is the duty of the Consignee to show that the discovered loss or damage occurred during the course of transportation.

- D. Claims for overcharges must be made in writing to Forwarder within one year after date of acceptance of the Shipment by Forwarder.

ITEM 430 COLLECTION ON DELIVERY (“C.O.D.”) SHIPMENTS

The Forwarder shall only accept C.O.D. shipments for transportation under the following provisions:

- A. The Forwarder shall assess a charge, subject to a minimum charge, both as set forth in Appendix “A,” for collecting and remitting the amount of each C.O.D.
- B. The Consignor shall enter amount of the C.O.D. to be collected from the Consignee in corresponding space provided on the Forwarder’s bill of lading. The Forwarder shall not be liable for failure to collect the C.O.D. amount when the Consignor has failed to enter the amount on the Forwarder’s bill of lading.
- C. The letters “C.O.D.” and the total amount to be collected on delivery must be legibly and durably marked on each piece of a C.O.D. shipment by the Consignor.
- D. The Forwarder shall only accept the following forms of payment for C.O.D. amounts:
 - 1. Bank cashier’s check;
 - 2. Bank certified check;
 - 3. Money order; or
 - 4. Company/personal check of the Consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the Consignor.
- E. The Forwarder’s sole responsibility shall be to receive payment and to exercise due care and diligence in sending it to the shipper. The charge for collecting and remitting must not be included in the check or money order made payable to the Consignor.
- F. The Forwarder shall not permit an examination prior to the collection of the C.O.D. The Forwarder shall not make a partial collection of the amount of the C.O.D. The Forwarder shall make no partial delivery of a C.O.D. unless the Forwarder has collected the full amount of the C.O.D.
- G. The Consignor may arrange for the disposition of refused or unclaimed C.O.D shipments, including re-consignments to a new Consignee at a new address, or the release of a C.O.D. amount, only by written order to the Forwarder.
- H. The Forwarder shall collect the charge for collecting and remitting the amount of each C.O.D. bill from the Consignee except that the Consignor may prepay such charge, provided that the Consignor makes a notation to that effect on the bill of lading and shipping order. Collection or remitting charges for freight or other lawful charges due the Forwarder shall be made payable to the Forwarder and must not be included in the checks or money orders payable to the Consignor. If the Consignee refuses to pay the charge for collection, it will be deducted from the amount of the C.O.D. in remitting to the Consignor.
- I. A per-shipment charge, as set forth in Appendix “A,” shall apply for increasing, reducing, or canceling the C.O.D. amount. The Forwarder shall only change or cancel the C.O.D. amount only upon receipt of a corrected or revised bill of lading from the Consignor.
- J. The cancellation of the C.O.D., as provided above in paragraph (I), shall result in the cancellation of the fee for collecting the C.O.D. as provided above in paragraph (A).

ITEM 430 COLLECTION ON DELIVERY (C.O.D.) SHIPMENTS (continued)

- K. A per-shipment charge set forth in Appendix “A,” shall apply for a change of type of payment. The change of type of payment will be charged only upon receipt of a corrected or revised bill of lading from the Consignor.

- L. Unless the Forwarder receives prior written notification from the Consignor, the Forwarder shall not accept C.O.D. shipments for transportation if the C.O.D. amount exceeds \$25,000.

- M. The Forwarder shall hold refused or unclaimed C.O.D. shipments subject to the storage rules set forth herein in Item No. 910.

- N. The Forwarder shall not provide C.O.D. service on the following types of shipments:
 - 1. Shipments requiring prepayment or guarantee of transportation charges under Item No. 394 of this tariff;
 - 2. “Mixed” shipments consisting of C.O.D. pieces on the same bill of lading with non-C.O.D. pieces; or
 - 3. C.O.D. shipments transported at truckload or linear foot rates.

ITEM 435 COLLECTION OF CHARGES – THIRD-PARTY BILLING

When a party other than the Consignor or Consignee on the bill of lading and shipping order is responsible for paying the freight charges to the Forwarder, at the time of shipment, the Consignor must place the name and address of such third party on the bill of lading and shipping order. For example:

Bill freight charges to:

XYZ Company
123 Main Street
Anywhere, CA 90000

The Forwarder shall accept third-party billing only when the Consignor has established credit with the Forwarder and has guaranteed to pay all accrued charges if the third party fails to do so within the time allowed herein under Item 476. Shipments subject to the provisions of this item must be billed as “prepaid.”

ITEM 476 EXTENSION OF CREDIT INCLUDING LATE-PAYMENT PENALTY

The Forwarder is making this tariff publication to exercise its options concerning the credit period and collection of expense charges.

- A. The Forwarder's standard credit period is 15 calendar days. The credit period begins on the day after presentation of the freight bill.
- B. Notice shall be given on the freight bill, or by separate written notice accompanying the freight bill, that failure to pay freight charges within the credit period may subject those charges to tariff penalties.
- C. If the Consignor, or Consignee in the event of a collect shipment, fails to pay any amount due to the Forwarder within 15 days, the Consignor or Consignee, as applicable, hereby agrees to:
 - 1. Pay to the Forwarder interest at the rate of 1.5% per month
 - 2. Forfeit use of all discounts, allowances, commodity rates, brokerage agreements, incentives, or any other rate reductions, if any, on all unpaid freight bills.
 - 3. Where no discount was applied to the original freight bill, pay a penalty of 25% of the remaining freight bill amount due to the Forwarder.
 - 4. Pay the Forwarder's actual attorneys' fees and/or court costs that arise out of or are in any way connected to any action to collect unpaid freight bills.
- D. The Forwarder shall have a lien on each shipment for all sums due and payable to Forwarder. The failure to pay billed charges may result in a lien on future shipments under California Civil Code section 3051.5, including the cost of storage and appropriate security for the subsequent shipment(s) that the Forwarder has held under that section.
- E. The Forwarder shall provide either a revised freight bill or a specific notice of the application of the above assessments as a collection expense charge for late payment between 60 and 90 days after expiration of the authorized credit period.
- F. The aforementioned collection expense charges shall be applied only to the non-payment of original, separate, and independent freight bills and shall not apply to aggregate "balance due" claims on past shipments sought by a bankruptcy trustee or any other person or agent.
- G. The collection expense charges shall not apply to instances of clear clerical or ministerial error, such as non-receipt of a Forwarder's freight bill, the loss of the shipper's payment check in the mail, or the Forwarder's mailing of the freight bill to the wrong address.

ITEM 477 LIEN NOTICE

- A. The Forwarder shall have a general and continuing lien on any and all property of the customer coming into the Forwarder's actual or constructive possession or control for monies owed to the Forwarder with regard to the shipment on which the lien is claimed, a prior shipment(s), and/or both, including without limitation, freight, dead freight demurrage, detention, any charges, and for any expenses the Forwarder incurs for repacking, remarking, fumigation, or required disposal of faulty goods, for fines, dues, tolls, or commissions the Forwarder has paid or advanced on behalf of the goods, for any sums, including, without limitation, for legal expenses the Forwarder has incurred because of any attachment or other legal proceedings brought against the goods by governmental authorities or any person claiming an interest in the goods. The Forwarder's lien shall survive discharge or delivery of the Freight.

- B. The Forwarder shall provide written notice to the customer of the Forwarder's intent to exercise its lien rights, which notice shall set forth the exact amount of monies due and owing. The customer shall notify all parties having an interest in the shipment(s) of the Forwarder's rights and/or the exercise of such lien rights.

- C. Unless, within thirty days of receiving notice of lien, the customer posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110 per cent of the value of the total amount due, in favor of Forwarder, guaranteeing payment of all monies due and owing, plus all ongoing and accruing charges, such as storage, the Forwarder shall have the right to sell such shipment(s) at public or private sale or auction and the Forwarder shall refund to the Customer any net proceeds remaining after such sale.

ITEM 500 DRIVER DETENTION

Any driver detention charges that a Service Provider or any third party may assess for time beyond the driver's free time for a Shipment shall be for the Customer's account. In the event that the Forwarder pays such charges, the Customer shall reimburse the Forwarder for such charges, in addition to a handling charge, as set forth in Appendix "A," for each amount that the Forwarder advances.

ITEM 501 TRAILER DETENTION

Any trailer detention charges that a Service Provider or any third party may assess for time beyond the trailer's free time for a Shipment shall be for the Customer's account. In the event that the Forwarder pays such charges, the Customer shall reimburse the Forwarder for such charges, in addition to a handling charge, as set forth in Appendix "A," for each amount that the Forwarder advances.

ITEM 515 EQUIPMENT—FORKLIFT SERVICE

- A. On any Shipment that requires forklift service at any location for loading or unloading, excluding at the Forwarder's terminal, the Forwarder will use its best efforts to arrange for such forklift equipment and will charge an hourly rate, as set forth in Appendix "A," for each forklift used.

- B. Charges shall be computed from the time the forklift equipment is put into actual use in loading or unloading, as the case may be, and shall continue until use of the forklift equipment is terminated.

- C. Charges accruing under this Item must be prepaid or guaranteed to the satisfaction of the Forwarder.

ITEM 520 EQUIPMENT—POWER LIFT GATE SERVICE

When, upon the request of the Consignor or Consignee, pick-up or delivery service is performed with the use of a hydraulic lift gate, the following rates and charges shall apply in addition to all other applicable rates and charges:

- A. When the Forwarder or its Service Providers have the equipment to provide the service, the charge will be as set forth in Appendix “A.”

- B. When the neither the Forwarder nor its Service Providers have the equipment available at the point where the service is requested, they will, at their option, attempt to rent such equipment at a reasonable charge and such charge shall be passed through as set forth below in paragraph “C.”

- C. The charges for this service shall be paid by the party for which the service is performed or must be guaranteed by the shipper.

- D. Neither the Forwarder nor any Service Provider is obligated to perform such service where suitable vehicles equipped with lift gate devices are not available. The Consignee shall be responsible to provide the necessary equipment or accessories to effect delivery. The Forwarder shall only render service at locations that are safe and accessible to the vehicle.

ITEM 560 EXTRA LABOR

Section 1 - Extra Labor:

When requested by the Consignor or Consignee, extra labor will be furnished by the Forwarder for loading or unloading. At each location where extra labor is used, the following charges and provisions will apply:

	PER MAN PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER MAN PER DAY
Monday – Friday During business hours - up to 8 hours	See Appendix “A.”	See Appendix “A.”
Saturday – Sunday – Holidays After business hours or over 8 hours	See Appendix “A.”	See Appendix “A.”

Section 2 - Additional Help:

When the Forwarder or its Service Provider requires additional help for the loading or unloading of shipments, the Forwarder shall assess a charge for arranging such help, subject to a minimum charge, both as set forth in Appendix “A.”

ITEM 565 FRACTIONS

For the purpose of disposing of fractions, the Forwarder shall round down fractions of less than one-half cent and shall round up from fractions of one-half cent or greater.

ITEM 566 FUEL SURCHARGE

Unless otherwise specifically provided, a fuel surcharge, as set forth in Appendix “A,” shall apply on all line haul charges.

Application:

- A. The fuel surcharge level will typically be adjusted weekly based on the U.S. National Average Fuel Index. The National Average Fuel Index is published by the Energy Information Administration of the U.S. Department of Energy and is available by telephone at (202) 586-6966 or on the Internet at www.eia.doe.gov.
- B. In applying the surcharge, first determine the freight charges that would otherwise be applicable without the effect of the surcharge, including the effect of the alternation process and any applicable discount or reduction. Once determined, the charge will then be subject to increase by the amount of the surcharge. The surcharge will be shown as a separate line entry on the freight bill.
- C. Freight charges for line haul transportation shall include line haul, ocean, pick-up and delivery charges including, without limitation, minimum charges, charges calculated from class or exception rates, density minimum charges, absolute minimum charges, minimum truckload charges, exclusive use minimum charges, capacity load minimum charges, per vehicle charges and per pup charges. Except as otherwise provided, the increase will not apply to charges for special services. Where a through rate is constructed by combining two or more factors, the surcharge shall be applied to the resulting total charges.

ITEM 567 HANDLING FREIGHT NOT ADJACENT TO VEHICLE/INSIDE DELIVERY

When requested by a Customer, and where the Forwarder’s and/or Service Provider’s operating conditions permit, the Service Provider may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions, as defined below in Item 750.

- A. Service under this Item will be provided to floors above or below the level accessible to the Service Provider’s vehicle only when elevator or escalator service is available, and, when necessary, the labor to operate same is provided without cost to the Forwarder.
- B. Service provided under this Item will be assessed a charge per 10 pounds or a fraction thereof, subject to minimum and maximum charges per shipment, all as set forth in Appendix “A.”
- C. The charges provided in this Item will include residential delivery—see Note—where applicable and will be in addition to all other lawful charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service.

Note – “residential” includes a private residence, apartment, non-military camp, church, country club, estate, farm, ranch, rectory, or school.

ITEM 568 HOTEL AND MOTEL SERVICE

An additional charge, as set forth in Appendix “A,” shall apply to all shipments picked up from or delivered to hotels or motels.

ITEM 570 IMPRACTICABLE OPERATIONS

The Forwarder shall not arrange for the pick-up or delivery of a Shipment at any site from or to which it is impracticable to operate vehicles because of:

- A. The condition of roads, streets, driveways, alleys, or approaches thereto;
- B. Inadequate loading or unloading facilities; or
- C. 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 575 LIABILITIES NOT ASSUMED

- A. The Forwarder shall not be liable for any loss, damage, delay, misdelivery, or other result caused by:
 - 1. The act, default or omission of the Consignor, Consignee, Customer, or any other party claiming an interest in the shipment;
 - 2. Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards incident to a state of war;
 - 3. The nature of the Shipment or defect or inherent vice therein;
 - 4. Improper or insufficient packing securing, or addressing or any other violation of the terms contained herein;
 - 5. Acts or omissions of any person other than the Forwarder, including, without limitation, compliance with delivery instructions from the Consignor or Consignee; or
 - 6. Compliance with laws, government regulations, orders or requirements, or from any cause beyond Forwarder's control.
- B. The Forwarder shall not be liable in any event for any special or consequential damages, including, without limitation, loss of profits or income, loss of a contract, loss of sale, loss of market, or loss of business arising out of or in any way related to the subject, whether or not the Forwarder had knowledge that such damage might be occur.
- C. The Forwarder shall not be liable for loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers, or other articles of extraordinary value when shipped as personal effects, used, not for resale.
- D. The Forwarder shall not be liable for loss of or damage caused by or to liquids, fragile or perishable articles enclosed in or shipped as personal effects, used, not for resale.
- E. When a shipper requests the Forwarder to retain the services of an outside packing firm, the Forwarder shall not be liable for any damages sustained as a result of improper or poor packaging.
- F. The Forwarder shall not be liable for shortages or damages of articles loaded and sealed in containers or trailers by the Consignor, provided the seal is unbroken at the time of delivery and the container or trailer retains its basic integrity.

ITEM 575 LIABILITIES NOT ASSUMED (continued)

- G. A Consignee's acceptance of a sealed container shall be prima facie evidence that the seal(s) and container are intact and that no loss of the contents has occurred during transportation.
- H. Receipt of the shipment by the Consignee without a notation on the bill of lading of loss, damage, or delay shall be prima facie evidence that the same has been delivered in good condition and in accordance with the bill of lading.

ITEM 577 LIMITATION OF ACTIONS

Any lawsuits for cargo claims shall be filed in court against the Forwarder no later than two years and one day from the day on which the Forwarder has given written notice to the claimant that the Forwarder has disallowed the claim or any part or parts of the claim specified in the timely notice of claim. Assuming a timely notice of claim, the failure to file a timely lawsuit within the aforementioned two-year-and-one-day period shall result in the claim's being time-barred and the Forwarder's discharge from any and all liability, whether in contract, tort, or otherwise. The Forwarder shall not pay any time-barred claims.

ITEM 579 LIMIT OF LIABILITY

- A. The Forwarder has established and offered alternative rates of freight for the Carriage and the Customer acknowledges that it has made an election between those alternative rates, between (a) the Forwarder's regular/lower rates for freights with limited value, and (b) ad valorem rates for freight not so limited, which rates are dependent on the value declared by the Customer. Unless the Customer declares the nature and value of the Freight prior to the Carriage, sets forth the same on the front page of this Bill of Lading, and pays the corresponding declared valuation charge, as set forth in the Forwarder's applicable tariff, a copy of which is available to the Customer upon request, the Customer knowingly and willingly elects to ship under the Forwarder's regular/lower rates, the consequence of which is that in no event shall the Forwarder or any Service Provider be or become liable for any loss of or damage to or in connection with the Carriage of the Freight in an amount exceeding the greater of \$.60 per pound or \$50.
- B. Where the Customer has declared a higher value and paid the corresponding declared valuation charge, in cases of cargo loss or damage, the Forwarder's liability shall nevertheless be limited to the least of the actual value, cost of repair, cost of replacement, or declared value.

ITEM 580 MARKING OR TAGGING FREIGHT—CHANGING MARKINGS OR TAGS

According to the instructions of Consignor or Consignee, the Forwarder will change or alter the markings or tags on any package or pieces of freight subject to a charge per package or piece of freight on which the markings or tags are changed or altered, with such charge subject to a per-shipment minimum charge, both as set forth in Appendix "A."

All charges under this Item must either be paid by the party requesting the service or guaranteed to the satisfaction of the Forwarder before performance of the service.

ITEM 610 MINIMUM CHARGE

Except where provisions are made in individual items or tariffs making reference hereto, the lowest charge for one shipment is that set forth in Appendix “A,” excluding any applicable accessorial charges.

ITEM 647 NOTIFICATION PRIOR TO DELIVERY—DELIVERY APPOINTMENTS

When shipments are tendered for delivery with the request that a delivery appointment be scheduled, a charge as set forth in Appendix “A” shall apply, exclusive of any other applicable charges.

ITEM 650 OPERATING RIGHTS

FMCSA Docket Number [FF12398](#)

The Forwarder is a surface freight forwarder that arranges interstate and international transportation and related services by licensed Services Providers. The Forwarder arranges services that include, without limitation, full truckload service, less-than-truckload service, exclusive use, non-exclusive use, and expedited service.

ITEM 720 PAYMENT OF CHARGES

All rates, charges, and other amounts due under this tariff are stated in, and are to be paid in, lawful money of the United States.

All charges applicable to a shipment are payable in cash at the time of acceptance by the Forwarder in the case of a prepaid shipment, i.e., one for which the shipper is responsible to pay the charges, or at the time of delivery by the underlying carrier in the case of a collect shipment, i.e., one for which the Consignee is responsible to pay the charges.

EXCEPTION: Upon the receipt of the Consignor or Consignee and upon proof of credit standing acceptable to the Forwarder, credit will be extended for a period of fifteen (15) days from the date of billing by the Forwarder. Bills will be issued to such credit accounts within 72 hours after delivery, unless the day of mailing falls on a Sunday or a legal holiday, in which case the bill will be mailed on the next business day.

ITEM 750 PICK-UP OR DELIVERY SERVICE – GENERAL

THIS ITEM DOES NOT APPLY WHEN ITEMS 751, 752, 754, 755, OR 756 ARE APPLICABLE.

Except as otherwise provided, rates under this tariff include one pick-up and loading and one tender for delivery and unloading of a shipment by the underlying carrier.

A. LOADING BY THE UNDERLYING CARRIER

Freight tendered for loading shall be so situated by the Consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to the vehicle. Loading includes stowing and counting of the Freight in or on the carrier's vehicle except where by previous arrangement with the Consignor the Freight is to be loaded and counted by the Consignor with *shipper's load and count* noted on the bill of lading. See Item 567 for the handling of Freight at positions not immediately adjacent to the vehicle.

B. UNLOADING BY THE UNDERLYING CARRIER

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. Unloading includes counting and removal of the Freight from the position in which it is transported in or on the carrier's vehicle. See Item 567 for the handling of Freight at positions not immediately adjacent to the vehicle.

C. RESTRICTION ON LOADING OR UNLOADING BY FORWARDER

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting, or segregating of Freight or the Forwarder's furnishing rigging or special loading or unloading equipment.

D. LOADING BY CONSIGNOR OR UNLOADING BY THE CONSIGNEE

The Consignor or Consignee may elect to waive the loading or unloading of Freight by the Forwarder or underlying carrier as provided in this Item by performing at its own expense the loading or unloading of the Shipment on or from the carrier's equipment.

E. WAIVER OF DELIVERY RECEIPT

When Consignor or owner of a Shipment has made written arrangements with the Forwarder, Freight consigned to construction sites or other places when no representatives of the Consignee are available to acknowledge receipt of the Shipment will be delivered and unloaded by the carrier and left unattended at the place designated.

ITEM 751 PICK-UP OR DELIVERY SERVICE – NEW YORK, NY GARMENT AREA

- A. Except as otherwise provided, when the Forwarder or its Service Provider performs pick-up or delivery service at any location described below in paragraph “D,” a charge per 10 pounds or a fraction thereof shall apply, subject to a minimum charge, both as set forth in Appendix “A,” shall apply in addition to other charges including any other accessorial charges.

- B. All of the charges, including the charges in this Item, on a shipment destined for delivery to any address within the area referred to below in paragraph “D” MUST BE PREPAID by the Consignor.

- C. The charges provided set forth above in paragraph “A” do not include the services of packing, unpacking, erecting, dismantling, forklift, inspection of property, inside delivery, power liftgate, segregating, sorting, or other similar services.

- D. The locations for which this Item has application are parts of the Borough of Manhattan as follows:

<u>AVENUES</u>	<u>RANGE OF NUMBERS</u>
Avenue of the Americas	900 thru 1060
Broadway	1302 thru 1450
Fifth Avenue	358 thru 485
Sixth Avenue	900 thru 1060
Seventh Avenue	450 thru 587
Eighth Avenue	494 thru 590

<u>STREETS</u>	<u>RANGE OF NUMBERS</u>
35 th Street	1 East thru 16 East: 1 West thru 370 West
36 th Street	1 East thru 16 East: 1 West thru 370 West
37 th Street	1 East thru 16 East: 1 West thru 357 West
38 th Street	1 East thru 16 East: 1 West thru 348 West
39 th Street	1 East thru 16 East: 1 West thru 353 West
40 th Street	1 East thru 16 East: 1 West thru 358 West
41 st Street	1 East thru 16 East: 1 West thru 351 West

ITEM 752 PICK-UP OR DELIVERY SERVICE – CONVENTIONS, EXHIBITIONS, FAIRS OR SHOWS

GENERAL APPLICATION

The provisions of this Item apply when a Shipment is to be picked up or delivered at a convention, fair, or show site, or at an exhibition hall, whether temporary or permanent.

CHARGES

- A. Shipments requiring pick-up or delivery at a convention, exhibition, fair, or show site will be assessed an additional charge per 10 pounds or any fraction thereof, subject to minimum and maximum charges, all as set forth in Appendix “A.”
- B. All charges on shipments moving to a convention, exhibition, fair, or show must be prepaid.

ITEM 754 SPECIAL PICK-UP OR DELIVERY SERVICE – SUNDAYS OR HOLIDAYS

- A. The Forwarder is not obligated to furnish pick-up or delivery service on Sundays or holidays.
- B. When Customer requests the Forwarder to pick up or deliver a Shipment on Sundays or holidays and the Forwarder agrees to perform the same, such service shall be subject to a charge per man, per hour or any fraction thereof, subject to a minimum charge per man, per day, both as set forth in Appendix “A.” Such charge shall be in addition to all other applicable charges.
- C. Computation of the time shall commence upon notification by the driver to a representative of the Consignor or Consignee that the vehicle or vehicles are available for loading or unloading at the premises of Consignor or Consignee and shall end upon completion of loading or unloading and receipt by the driver or a signed bill of lading or delivery receipt.
- D. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the Forwarder before pick-up or delivery will be made.

ITEM 755 SPECIAL PICK-UP OR DELIVERY SERVICE – SATURDAYS

- A. The provisions of this Item shall not be construed as obligating the Forwarder to furnish pick-up or delivery service on Saturdays.
- B. When a Customer requests the Forwarder to pick up or deliver a Shipment on a Saturday, and the Forwarder agrees to provide the same, such service shall be subject to a charge per man, per hour or any fraction thereof, subject to a minimum charge per man, per day, both as set forth in Appendix “A.” Such charge shall be in addition to all other applicable charges.
- C. Computation of the time shall commence upon notification by the driver to a representative of the Consignor or Consignee that the vehicle or vehicles are available for loading or unloading at the premises of Consignor or Consignee and shall end upon completion of loading or unloading and receipt by the driver or a signed bill of lading or delivery receipt.
- D. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the Forwarder before pick-up or delivery will be made.

ITEM 756 SPECIAL PICK-UP OR DELIVERY SERVICE – DELIVERY AT MINE SITES

When the Customer requests the pick-up or delivery of a Shipment at the site the site of a mine, an additional delivery charge per 100 pounds or a fraction thereof shall apply, subject to a minimum charge, both as set forth in Appendix “A.”

ITEM 757 SPECIAL PICK-UP OR DELIVERY – A.M./P.M.

When a Customer requests the pick-up or delivery of a Shipment to be before 12:00 noon or after 5:00 p.m., an additional delivery charge per 100 pounds or a fraction thereof shall apply, subject to a minimum charge, both as set forth in Appendix “A.”

ITEM 765 PRECEDENCE OF RATES

- A. When a rate or charge is named or restricted to apply for a specific Consignor, Consignee, or third party, or to or from designated facilities, such rate or charge takes precedence over all other rates or charges, whether specific or distance, that might otherwise be applicable.
1. The provisions of only one discount, allowance and/or exception, or FAK rating, whether named in this tariff, or any other tariff, or contract agreement, will be allowed per Shipment.
 2. If more than one discount, allowance and/or exception, or FAK rating is in effect for a particular Shipment, the discount, allowance, exception or FAK rating or provision in effect for the account of the payer of the freight charges shall take precedence, providing the name of such payer is shown on the original bill of lading at the time of shipment.
 3. If more than one discount item has been published for the same Consignor, that item having the latest effective date will take precedence and be the applicable item.
- B. When the Forwarder performs service subject to a special contract, the rates and other provisions set forth in such special contract shall take precedence over the rates set forth in this tariff.

ITEM 770 PREPAYMENT – EXPORT AND IMPORT SHIPMENTS

- A. All charges on shipments for export transported under this tariff must be prepaid including, without limitation, all accessorial service charges, all charges paid longshoremen, stevedores, public loaders, and riggers, and charges covering top wharfage, except where special arrangements have been made by the Customer, Consignor, or Consignee with the Forwarder to collect motor freight charges at port of export.
- B. The Forwarder will not advance, collect, or be responsible for ocean charges.
- C. On each Shipment, the full name and address of the Consignor must be clearly shown on the applicable bill of lading and carried forward on the Forwarder’s freight bill for proper information to the ocean carrier.

ITEM 775 PRIVATE RESIDENCE

An additional charge, as set forth in Appendix “A,” shall apply to all shipments picked up from or delivered to private residences. The Forwarder shall deem a consignment on a bill of lading to a private residence to be a request for delivery under the terms of this Item.

ITEM 780 PROHIBITED OR RESTRICTED ARTICLES

- A. Property of extraordinary value.
1. Unless otherwise provided, the following property will not be accepted for shipment or as premiums accompanying other articles:
- Antiques;
 - Archeological artifacts;
 - Artworks or objects of art, including but not limited to: paintings, sculptures; or tapestries;
 - Bank bills;
 - Coin collections;
 - Copper, gold, or silver coins;
 - Currency;
 - Deeds;
 - Drafts;
 - Gold bullion, alloys, cyanides, dust, sulfides, or other uncoined gold;
 - Jewelry, other than costume or novelty;
 - Letters, with or without stamp affixed;
 - Original manuscripts, of which no other copies exist;
 - Original microfilm, microfiche, or magnetic tapes or discs, of which no other copies exist;
 - Museum exhibits or articles of antiquity;
 - Negotiable securities;
 - Notes;
 - Original works of art;
 - Pearls;
 - Platinum;
 - Postage stamps;
 - Precious stones, cut or uncut;
 - Revenue stamps;
 - Silver bullion, alloys concentrates, cyanides precipitate, sulfides, or other uncoined silver;
 - Stamps or coupons having exchange value of any kind;
 - Stamp collections;
 - Valuable collections or collectors' items; or
 - Valuable papers of any kind.
2. Articles of extraordinary value will not be accepted for shipment or as premiums accompanying other articles. "Extraordinary value" means any shipment the value of which exceeds \$20 per pound.
3. Electronic, mechanical, or engineering apparatus of custom or single or limited manufacture, such as a one-of-a-kind item, shall be deemed as having extraordinary value.
- B. The Forwarder is not obligated to receive Freight that could permeate or otherwise damage other freight or a carrier's equipment. The Forwarder may accept such Freight subject to delay for suitable equipment, or the Forwarder may refuse such Freight for lack of suitable equipment.

ITEM 810 PROTECTIVE SERVICE

The Forwarder shall not provide protective service from heat or cold requiring mechanical, temperature control equipment.

ITEM 820 RECONSIGNMENT OR DIVERSION

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

A. Definitions of reconsignment or diversion:

1. For the purpose of this Item, the terms “reconsignment” and “diversion” are synonymous and the use of either will be considered to mean:
 - a. A change in the name of the Consignor or Consignee.
 - b. A change in the place of delivery within original destination point.
 - c. A change in destination point.
 - d. Relinquishment of a Shipment at point of origin.
 - e. Refused Shipment being returned to the original Consignor.
2. For the purpose of this Item, the term “original destination point” shall be that address within a village, town, or city or other point that appears on the bill of lading at the time of shipment.

B. Conditions:

1. Request for reconsignment must be made or confirmed in writing by the party with the authority to order the reconsignment. Conditional requests are not acceptable.
2. The Forwarder shall make a diligent effort to execute a request for a reconsignment but will not be responsible if such service is not affected.
3. All charges applicable to the Shipment, whether accrued or accruing, must be prepaid by the Consignor or guaranteed in writing to the satisfaction of the Forwarder before reconsignment will be made.
4. Only entire shipments, not portions of shipments, may be re-consigned.
5. Any remarking or retagging will be subject to Item 580.
6. Instructions for reconsignment of C.O.D. shipments will be accepted only from the Consignor.
7. Shipments for export having the destination pier, dock, pier terminal, transit shed or wharf changed after the Forwarder has received the Freight will be subject to the charges provided in this Item.

ITEM 820 RECONSIGNMENT OR DIVERSION (continued)

C. Charges for re-consignment:

Prior to Tender for Delivery

If re-consignment results in a change: or Consignee with no change in place of delivery. And/or a change in place of delivery within commercial zone of original destination point: In place of delivery **outside** commercial zone of original destination point:

In the name of the Consignor

See Appendix "A."

A combination of published tariff rates from the origin to the re-consignment point and from the re-consignment point to the new destination: Subject to Note 1.

After Tender for Delivery

In the name of the Consignor or Consignee with no change in place of delivery. And/or a change in place of delivery within the commercial zone of original destination point: In place of delivery **outside** commercial zone of original destination point:

See Appendix "A."

A combination of published tariff rates from the origin to the re-consignment point and from the re-consignment point to the new destination: Subject to Note 1.

D. A handling charge per hundred pounds or fraction thereof, with a minimum and a maximum of per Shipment, all as set forth in Appendix "A," shall apply in addition to all other charges:

1. When a Shipment is re-consigned by the shipper from one city to move to another city, to either the same or a different Consignee.
2. When a Shipment is re-consigned by the Consignor to be returned to it.

Note 1 – The rate from the reconsignment point to the re-consigned destination shall be the published local interstate rate of the Forwarder, and its Service Providers or interline partners, if any, performing the transportation services from the reconsignment point to the new destination.

ITEM 830 REDELIVERY

When a Shipment is tendered for delivery and, through no fault of the Forwarder such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions:

- A. If one or more additional tenders or final delivery of the Shipment are made at Consignee's place, a charge per hundred pounds or fraction thereof, with a minimum and a maximum of per shipment, all as set forth in Appendix "A," shall apply for each such tender and for final delivery.
- B. If, in lieu of final delivery at the Consignee's place, the Consignee elects to accept delivery of the Shipment at the Forwarder's premises, a charge per hundred pounds or fraction thereof, with a minimum and a maximum of per shipment, all as set forth in Appendix "A," shall apply.
- C. All charges accruing under this Item must be paid or guaranteed by the party requesting redelivery to the satisfaction of the Forwarder.

ITEM 860 RETURNED, UNDELIVERED SHIPMENTS

Undelivered shipments that are returned to the Consignor shall incur a charge determined on a spot-quote basis. If the Shipment is returned before leaving origin terminal, a charge per hundred pounds or fraction thereof, with a minimum and a maximum of per shipment, all as set forth in Appendix "A," shall apply.

ITEM 870 REVERSAL CHARGE

- A. A request from a Consignor to reverse or change the freight bill charges from collect to prepaid basis or from prepaid to collect basis or change of payer, third-party billing, etc., will require a corrected bill of lading from the Consignor, provided it has established credit with the Forwarder.
- B. A charge per request, per freight bill, as set forth in Appendix "A," shall apply for this service. The Forwarder shall assess the charge to the Consignor requesting the change and issuing the corrected bill of lading.
- C. The service provided in this Item is only for reversal of the freight charges and it does not include any Consignor or Consignee name change, change in the Consignee's address or destination point. Those services are covered in Item 820 and will be subject to the charges provided in that Item.

ITEM 875 ROUTING AND REROUTING

The Customer shall incur a charge, based on a spot-quote basis, for any rerouting of any Shipment. That rerouting charge, subject to a minimum charge, both of which are set forth in Appendix "A."

ITEM 879 SCHEDULED SERVICE

The Forwarder holds itself out continuously to provide as expeditious a service as possible considering delays, which may be caused by weather conditions, public enemies, the authority of the law, or acts of God. But the Forwarder is not bound to transport any Shipment by any particular schedule or vehicle, or in time for any particular market or in any manner other than with reasonable dispatch.

- A. If the Forwarder receives a Shipment with a notation on the bill of lading requesting a specific delivery schedule or for any delivery to be made on or by a specific date, the Forwarder shall treat the request as a desired service goal and not a binding contractual delivery deadline.
- B. A notation on the bill of lading demanding a specific delivery deadline shall in no way modify or cancel any of the terms and conditions of the Forwarder's Bill of Lading.

ITEM 880 SEALING OF TRUCKS

Unless the parties arrange otherwise, neither Consignors nor Consignees shall have the exclusive use of the underlying carriers' vehicles. The Forwarder, at its option, may arrange for the loading and transporting of the Freight of various Consignors and Consignees in the same vehicle. The Forwarder may remove any seals or locks applied to its vehicle by any person for the purpose of loading and co-mingling shipments of various Consignors and Consignees in the same vehicle.

ITEM 884 CONSIGNOR AND CONSIGNEE LIABILITY

The Consignor, Consignee, or the party responsible for payment of charges shall be liable, jointly and severally, to pay or indemnify the Forwarder for all claims, fines, penalties, damages, costs, or other sums that may be penalties, damages, costs, or other sums that may be incurred, suffered, or disbursed by the Forwarder by reason of any violation of any rules contained in applicable tariffs of any other default of the Consignor or such other parties with respect to a Shipment. The Forwarder shall have a lien on the Shipment for all sums due and payable to the Forwarder. Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment(s) held, under California Civil Code section 3051.5. In the event of non-payment, the Forwarder shall hold the Shipment subject to storage as provided under Item 910 and dispose of the Shipment at public sale, paying itself out of the proceeds of such sale all sums due and payable, including storage charges. No sale or disposal under this Item shall discharge liability to any greater extent than the proceeds thereof less selling expense, if any, and the shipper plus all other parties claiming an interest in the Shipment shall remain jointly and severally liable for any deficiency.

ITEM 887 SORTING OR SEGREGATING (SEE NOTE)

A. Subject to the provisions of paragraphs “C” and “F” below, when the Forwarder is requested to sort or segregate a Shipment consisting of boxes, cartons, drums, or other shipping containers, the following charges will apply in addition to all other lawful charges:

1. Average weight of each shipping container	Charges in cents per each piece handled
Not over 10 lbs.	See Appendix “A.”
Over 10 lbs., not over 30 lbs	See Appendix “A.”
Over 30 lbs., not over 50 lbs.	See Appendix “A.”
50 lbs. or over	See Appendix “A.”
2. Minimum charge per shipment:	See Appendix “A.”
3. Maximum charge per shipment per vehicle used	See Appendix “A.”

B. All charges provided in this Item must be paid or guaranteed to the satisfaction of the Forwarder before such service is performed and the Shipment is released.

C. Nothing in this item requires the Forwarder to provide the service described herein.

D. Each container, carton, package, pail, barrel, drum, etc. that is handled by the Forwarder’s employee in performing this service will be considered a separate piece. The average weight of each container will be determined by dividing the total weight of the Shipment by the total number of pieces, as defined in the preceding sentence.

E. The Forwarder shall provide one employee for delivery of the shipments described herein.

F. Shipments of nine or less shipping containers when each container weighs less than 50 pounds will be delivered in a segregated or sorted condition at the request of the Consignee without additional charge.

Note: “Sorting” and/or “segregating” mean the separation of the Freight by shipping container weight, size or other specific shipping container units, or by purchase order number, markings on the container or by brand names.

ITEM 910 STORAGE

Where the Forwarder holds Freight by reason of any act or omission of the Consignor, Consignee, or owner, through no fault of the Forwarder, shall be considered stored immediately and shall be subject to the following:

- A. Storage charges on Freight awaiting line-haul transportation will begin at 7:00 a.m. on the day after the Forwarder receives the Freight.
- B. Storage charges on undelivered Freight shall begin at 7:00 a.m. on the first day after notice of arrival has been given. Storage charges shall accrue for each succeeding calendar day, including Saturdays, Sundays, and holidays, except that no charges under this Item shall accrue when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
- C. Storage charges on Freight will be as follows:

1. Charges

For each of the first three (3) days See Appendix "A."

For each of the fourth (4) thru sixth (6) days See Appendix "A."

For the seventh (7) day and each succeeding day See Appendix "A."

2. Minimums See Appendix "A."

Minimum storage charge per day See Appendix "A."

Minimum storage charge per shipment See Appendix "A."

3. Maximum Charges per Shipment See Appendix "A."

For the first 24 hours (or fraction thereof) See Appendix "A."

For the second 24 hours (or fraction thereof) See Appendix "A."

For the third and each succeeding 24 hours (or fraction thereof) See Appendix "A."

D. Storage charges under this Item will end when the Forwarder is able to arrange for delivery or transportation of the Freight as a result of action by Consignor, Consignee, or owner.

E. Storage charges under this Item shall not apply and the Forwarder's responsibility ends on the day on which the Forwarder places the Freight in a public warehouse. A charge per hundred pounds or fraction thereof, with a minimum and a maximum of per shipment, all as set forth in Appendix "A," shall apply per Shipment or per vehicle. The Forwarder shall assess such charges when it places the Freight in a public warehouse. The Forwarder shall not assume any responsibility for storage charges assessed by such public warehouse.

ITEM 950 TERMINAL CHARGES AT PORT

Except as otherwise specifically provided, shipments delivered to or picked up at wharves or piers are subject to a terminal service charge per hundred pounds or fraction thereof, with a minimum charge per shipment, both as set forth in Appendix "A," in addition to all other applicable charges.

ITEM 985 VEHICLE FURNISHED BUT NOT USED

When the Forwarder, upon receipt of a request to pick up a Shipment has dispatched a vehicle for such purpose and due to no disability, fault, or negligence on the part of the Forwarder, said vehicle is not used, the Forwarder shall assess a charge, as set forth in Appendix "A," against the Consignor making such request.

ITEM 992 WEIGHT VERIFICATION

The Forwarder shall verify the weight of any Shipment only upon request by either the Consignor or Consignee. The Forwarder shall make such verification only while the Shipment is in the Forwarder's custody. If the difference between the billed weight and the actual weight is less than five percent, the Forwarder shall assess a charge, as set forth in Appendix "A," per shipment or per vehicle for furnishing such verification. That charge shall be the responsibility of the party requesting the service.

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APPENDIX “A” – ACCESSORIAL CHARGES

ITEM	ACCESSORIAL	CHARGE	MIN.	MAX.
I-130	Advancing of Charges	1% of amount advanced per shipment	\$3.00	
I-360	Extras included with invoice 1. Freight Bills 2. Statements 3. Copies of Forms 4. Information added to freight bill 5. POD	\$3.75 per document \$.33 per line of itemization \$3.75 per form \$3.75 per shipment \$3.75 per copy	\$3.75 per page	
I-390	Declared Valuation Charge	\$.75 per \$100.00 declared	\$20.00	
I-430	C.O.D. Fee Increasing, reducing, canceling C.O.D. amount or changing the payment type:	2% of actual C.O.D amount \$15.00	\$15.00	
I-500	Driver Detention	Handling charge: \$15.00 per 15 minutes or fraction thereof beyond free time	\$25.00	
I-501	Trailer Detention 1 st – 2 nd 24 hour period: 3 rd – 4 th 24 hour period: 5 th – each succeeding 24 hour period:	Handling charges beyond free time: \$35.00 \$50.00 \$70.00		
I-515	Forklift	\$35.00 per hour or fraction thereof		
I-520	Liftgate	\$2.00 per cwt or fraction thereof	\$50.00	\$150.00
I-560	Extra Labor: Mon. – Fri., during business hours, up to 8 hours: Sat., Sun., Holiday, after business hours, or over 8 hours:	\$35.00 per hour or fraction thereof, per man. \$45.00 per hour or fraction thereof, per man	\$35.00 \$45.00	
I-566	Fuel Surcharge: TOA has adopted a fuel surcharge calculation method for our services based on the fuel prices published weekly by the U.S. Department of Energy. That method more closely links the fuel surcharges to prevailing market prices for diesel fuel, and should help TOA and its customers respond more quickly to changes in fuel prices in the marketplace. The surcharge percentage for the TOA services will be subject to weekly adjustments. The adjustments will be made according to the table below and will be based on the price per gallon of diesel fuel stated by the U.S. Department of Energy at www.tonto.eia.doe.gov/oog/info/wohdp/diescl.asp . TOA is not responsible for the information provided on U.S. Department of Energy website. TOA will adjust the Fuel Surcharge on a weekly basis, based on the national fuel price posted by the U.S. Department of Energy	From: To: Surcharge 3.401 3.45 25.0% 3.451 3.50 25.5% 3.501 3.55 26.0% 3.551 3.60 26.5% 3.601 3.65 27.0% 3.651 3.70 27.5% 3.701 3.75 28.0% 3.751 3.80 28.5% 3.801 3.85 29.0% 3.851 3.90 29.5% 3.901 3.95 30.0% 3.951 4.00 30.5% 4.001 4.05 31.0% 4.051 4.10 31.5% 4.101 4.15 32.0% 4.151 4.20 32.5% 4.201 4.25 33.0% 4.251 4.30 33.5% 4.301 4.35 34.0% 4.351 4.40 34.5% 4.401 4.45 35.0% 4.451 4.50 35.5% 4.501 4.55 36.0%		

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ITEM	ACCESSORIAL	CHARGE	MIN.	MAX.
	every Monday of every week. TOA will set forth the surcharge percentage on each invoice.	4.551 4.60 36.5% 4.601 4.65 37.0% 4.651 4.70 37.5% 4.701 4.75 38.0% 4.751 4.80 38.5% 4.801 4.85 39.0% 4.851 4.90 39.5% 4.901 4.95 40.0% 4.951 5.00 40.5%		
I-567	Handling Freight Not Adjacent to Vehicle/Inside Delivery:	\$3.00 per cwt	\$20.00	\$100.00
I-580	Marking or Tagging Freight	\$1.00 per package	\$20.00 per shipment	
I-610	Minimum Charge:	\$109.00		
I-647	Notification Prior to Delivery/ Appt.	\$10.00		
I-751	Pick-Up or Delivery Service – NY Garment Area	\$4.20 per cwt	\$26.25 per shipment	
I-752	Pick-Up or Delivery Service – Conventions, Exhibitions, Fairs, Shows	\$3.50 per cwt	\$25.00	\$200.00
I-754	Pick-Up or Delivery Service – Sundays or Holidays	\$125 flat fee		
I-755	Pick-Up or Delivery Service – Saturdays	\$125 flat fee		
I-756	Pick-Up or Delivery Service – Mine Sites	\$.30 per cwt		
I-757	Pick-Up or Delivery Service – A.M./P.M.	\$75 flat fee		
I-820	Re-consignment: Before Tender of Delivery: Name change or change in place of delivery <i>within</i> commercial zone: Change in place of delivery <i>outside</i> commercial zone: After Tender of Delivery: Name change or change in place of delivery <i>within</i> commercial zone: Change in place of delivery <i>outside</i> commercial zone: Handling Charge:	\$21.00 Call for quote. \$3.15 per cwt Call for quote. \$1.05 per cwt	\$31.50	\$420.00
I-830	Redelivery Terminal Pick up:	\$3.68 \$2.10	\$35.00 \$21.00	\$472.50 \$315.00
I-860	Returned, Undelivered Shipments After leaving origin terminal: Before leaving origin terminal:	Spot quote basis \$3.00 per cwt (or fraction thereof)	\$30.00	\$325
I-870	Reversal Charge	\$7.50 per request (per freight bill)		
I-887	Sorting or Segregating L/T 10 lbs. per package: 10 – 29 lbs. per package: 30 – 49 lbs. per package: 50 lbs. or greater: Based on shipment of 10 packages or more!	\$.35 per pkg. \$.35 per pkg. \$.35 per pkg. \$.35 per pkg.	\$20.00	\$200.00

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ITEM	ACCESSORIAL	CHARGE	MIN.	MAX.	
I-910	Storage: Days 1 – 3 Days 4 – 6 Days 7 + If placed in public warehouse: Maximums: 1 st 24 hours or fraction thereof: 2 nd 24 hours or fraction thereof: 3 rd & each succeeding 24 hours or fraction thereof:	\$1.00 per cwt or fraction thereof \$1.30 per cwt or fraction thereof \$2.00 per cwt or fraction thereof \$3.00 per cwt or fraction thereof <i>In addition to any charges assessed by public warehouse.</i>	\$10.00/day \$30.00 per shipment \$25.00 per shipment or vehicle		
I-950	Terminal Charges at Port	\$.70 per cwt or fraction thereof	\$65.00		
I-985	Vehicle Furnished But Not Used	\$50.00			
I-992	Weight Verification	\$25.00			