
ORIGINAL

Tariff No. 1.0

**Midwest Logistics Systems Ltd.
("Carrier")**

MC#: 346709

RULES / ACCESSORIALS TARIFF

**RULES, REGULATIONS AND CLAIMS PROCEDURES
FOR MOTOR CARRIER SERVICES**

BETWEEN

POINTS IN NORTH AMERICA

ALL FEES, SUMS & VALUATIONS STATED IN U.S. DOLLARS

EFFECTIVE: February 1, 2024

ISSUED BY:

**Midwest Logistics Systems Ltd.
8779 State Route 703
Celina, OH 45822**

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Item 10: APPLICATION AND INTERPRETATION OF TARIFF AND BILL OF LADING

The provisions of this Tariff, as amended, shall apply to services provided by Carrier in interstate, intrastate and/or foreign commerce between points in North America. This tariff applies to services rendered by Carrier where Carrier issues a bill of lading naming itself as Carrier or otherwise provides transportation with vehicles operated pursuant to such entity's for-hire motor carrier authority. Application of this Tariff may be waived only if such waiver is express and contained in a written agreement signed by an authorized representative of Customer and an officer of Carrier. For purposes of this Tariff, the term "Customer" shall mean any entity responsible for requesting that Carrier provide services governed by this Tariff, any entity with an interest in the cargo being transported, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.

Unless expressly disclaimed by a written agreement signed by Carrier and Customer, this Tariff shall apply to all services provided by Carrier that are otherwise within the scope of this Tariff (including services performed pursuant to a short form rate confirmation or "spot" move agreement which such agreement does not specifically disclaim the provisions of this Tariff) and the terms and conditions of Carrier's standard bill of lading shall apply notwithstanding the use of any other bill of lading or shipping document. If there is a conflict between the terms and conditions of this Tariff and the terms and conditions on any air bill, manifest, label, bill of lading, or other transit documentation, the terms and conditions of this Tariff, as amended, modified, changed, or supplemented, will control.

Where reference is made in or to this Tariff, including, but not limited to, in contracts between Carrier and Customer, or as amended, to Items in this Tariff, such references are continuous and include supplements to or successive issues of this Tariff.

Notwithstanding anything herein to the contrary, this Tariff is not a representation by Carrier that any of the services or products contemplated hereunder are available or being offered by Carrier at any given time, and Carrier expressly disclaims that any such services or products are available or being offered, unless otherwise agreed to by Carrier. Carrier shall have sole discretion as to whether to accept or reject any request for services by Customer and shall have no liability arising from or related to any refusal to provide services.

All currency amounts set forth in this Tariff are stated in U.S. Dollars.

The provisions of this Tariff, as amended, shall apply to both Truckload and Intermodal services (as defined in Item 900 of this Tariff), except to the extent a provision explicitly distinguishes between the type of service.

Item 20: MILEAGE

Mileage shall be calculated using the version of Carrier's mileage guide in-effect on the date of pick-up, which is currently Rand McNally Household Goods (HHG) mileage guide. Carrier shall have sole discretion in determining the routing of any shipment and is under no obligation to select the shortest possible route. Customer shall be responsible for mileage based on the route actually taken.

Without limiting the foregoing, Customer will be responsible for all mileage incurred when the shortest practical route from the initial point of origin to the final destination point is closed due to flood conditions, washout, road construction, or is not accessible due to commodity restrictions or other conditions or circumstances beyond the control of the Carrier.

When Carrier has to run additional miles beyond the normal route due to no fault of carrier ("Out of Route miles"), the Out of Route miles will be charged at the higher of:

Truckload: the average rate per mile on the load or \$2.50/mile.

Intermodal: the average rate per mile on the load or \$3.00/mile.

Item 30: NOTICE AND AMENDMENTS

Upon written request, Carrier will provide a Customer with copies of all applicable rules and rates.

Carrier may revise this Tariff within its sole discretion and the revised Tariff will apply to any movements of cargo initiated by Carrier during the effective period of the respective version of this Tariff. With respect to moves initiated prior to 12:01 A.M. central time on the effective date of this Tariff, the move in question will be governed by the version of this Tariff in effect as of the time and date that the move was initiated.

Item 100: RATES AND SCHEDULES

- a) Rates and schedules may be published in rate catalogues or sheets, on a shipper specific basis or pursuant to a spot market rate quotation. Rates and service quotations are good faith estimates based upon information provided to Carrier, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of this Tariff.
- b) Carrier will only offer controlled temperature or protective service for Truckload services when Carrier has agreed in writing prior to acceptance of the shipment tender to provide such service. In cases where Carrier has agreed to provide controlled temperature or protective service for Truckload services, a minimum charge of \$200 will apply. Carrier does not offer controlled temperature or protective service for Intermodal services.
- c) In calculating freight charges or mileage, fractions of less than $\frac{1}{2}$ (.5) will be rounded down to the nearest whole number, and fractions of $\frac{1}{2}$ (.5) or greater will be rounded up to the nearest whole number.
- d) When both a consignor and consignee have account specific rate items, the rates to be applied will be those of the party initially responsible for paying the freight charges.

Item 110: PAYMENT

Absent a written waiver by Carrier or contractual specification to the contrary, all freight transportation and related charges are due and payable in full and without offset within fifteen (15) days of delivery of shipment, or in the event of a cancelled move, within fifteen (15) days of the date of the scheduled pickup. In addition to any other party that may be responsible for payment (e.g., the shipper, Customer, or a third-party "bill-to" payor, etc.), both the consignor and the consignee are liable for Carrier's charges unless, with respect to a "collect" shipment, liability for charges is expressly disclaimed by the consignor on the face of the bill of lading in the space indicated for such disclaimer, if any.

Item 120: DELINQUENT ACCOUNTS

Payments received more than 30 days after the due date of Carrier's bill will be assessed a late payment fee equal to 1.5% of the total freight bill for each 30-day period or portion thereof, from the date of the Carrier's freight bill until the date the payment is received, in addition to all other charges. In any action to recover unpaid freight bills from delinquent accounts, carrier shall be entitled to interest, reimbursement for reasonable attorney's fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

Item 130: ADDITIONAL COSTS

Whenever Carrier incurs costs due to Customer requirements, the Customer shall be invoiced at 120% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

Item 140: LIEN RIGHTS

CARRIER SHALL HAVE A POSSESSORY LIEN ON SHIPMENTS AND ANY PROCEEDS THEREFROM IN ITS DOMINION AND CONTROL FOR THE PAYMENT OF ANY AMOUNTS DUE AND OWING TO CARRIER. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CARRIER WILL HAVE A GENERAL LIEN ON ANY GOODS THAT HAVE COME OR WILL COME INTO ITS POSSESSION, AND ON ANY PROCEEDS THEREOF, FOR ANY AND ALL AMOUNTS DUE AND OWING TO CARRIER REGARDLESS OF WHETHER THOSE CHARGES RELATED TO THE GOODS OR PROCEEDS AGAINST WHICH THE GENERAL LIEN IS ENFORCED.

Item 150: MINIMUM CHARGE

Except as otherwise provided, linehaul rates are subject to a minimum charge of \$500.

Item 157: CLEANING & DUNNAGE

If Customer requests Carrier to clean the inside of a trailer or container at a professional wash location, the wash will be charged at the actual cost plus 20%, with a minimum fee of \$125.00.

If the driver is required to dispose of dunnage, securement waste, or other debris left in the container after unloading is complete a charge of \$3 per mile with a minimum charge of \$150 will apply. Mileage is calculated to the point of disposal. If disposal is available on site, no additional mileage will apply.

Item 160: QUOTES

Quotes are for informational purposes only. The correct and applicable rates and charges for a shipment shall be those rates and charges published in this tariff, contract rate schedule or spot rate form in effect of the date shipment.

Item 170: INTERMODAL SERVICE VIA RAIL

Carrier may, in its sole discretion and with or without notice to Customer tender cargo for transportation via rail. In the event any portion of the underlying transportation is performed by a rail carrier ("Rail Carrier"), Customer acknowledges and agrees that the Rail Carrier services, including, but not limited to, charges, liability (including limitations) for loss or damage to cargo (but in no event will such liability exceed the applicable limitation of liability set forth in Item 300 of this Tariff), and terms and conditions of services are governed by tariffs, circulars or similar documents maintained by the Rail Carrier or other third party logistics provider arranging such Rail Carrier services (the "Rail Conditions"). Customer acknowledges and agrees that in no event will Carrier be deemed as a shipper or beneficial cargo owner for purposes of application of the Rail Conditions. Customer shall be solely responsible for proper packing of any and all shipments. Furthermore, with respect to cargo to be tendered to a Rail Carrier, Customer will be solely responsible for ensuring all such cargo is blocked and braced in accordance with the Rail Conditions, as well as in accordance with industry standards (including, but not limited to, those imposed by the American Association of Railroads via Circular 43, Rules Governing the Loading, Blocking and Bracing of Freight in Closed Trailers and Containers for TOFC/COFC Service), and shall further be responsible for compliance with

any and all obligations or charges imposed by the Rail Carrier with respect to tender of cargo for rail and/or intermodal transportation, including but not limited to any and all charges for accessorial services imposed by Rail Carriers whether or not included in the initial rates agreed upon by the parties.

In addition, Intermodal services are subject to the following charges:

Bottom Well: \$65

- This charge will apply if the rail provider is required to place the container in the bottom well of the rail for security purposes.

Drop and Hook: \$200 per occurrence plus Out of Route miles.

- This charge will apply when requested to spot or drop a container.

Set Out: \$800

- This charge will apply if the rail provider needs to hold a train or set out units for any reason due to Customer's actions, including, but not limited to, inaccurate or untimely customs documentation or missing paperwork.

Waybill Cancellation: \$90

- This fee will apply when Customer requests changes to the original tender that require modifications to the waybill. (such as change destination, change commodity etc.)

ITEM 175 - INTERMODAL RAILROAD RAMP STORAGE

At all railroad ramp locations (Canada, Mexico, United States), the following ramp storage provisions will apply:

- If Carrier, due to its sole negligence, acts or omissions, fails to meet a confirmed delivery appointment, then Carrier will be liable for all ramp storage charges until the new appointment is established.
- However, in the event the consignee refuses to accept the original delivery, or mutually agreed upon new appointment, Customer shall be responsible for all ramp storage charges from that time forward until such time as the load is delivered.

Additionally, the following ramp storage provisions will apply to specific locations as follows:

Shipments Grounded in the U.S. or Canada: Free time based on day of grounding plus one additional calendar day. The first weekend and holidays are included in free time. After free time, Charges are calculated as follows:

- Days 1-2 (after free time) chargeable at \$150 per day or fraction thereof
- Days 3 and beyond (after free time) chargeable at \$250 per day or fraction thereof
- In the event of carrier requested reschedule, free time is based on first day of carrier availability plus two (2) additional calendar days, excluding weekends and holidays. After free time, charges are calculated as listed above.

Shipments Grounded in Mexico: Free time based on date of T3 closure plus five (5) additional calendar days. The first weekend and holidays are included in free time. After free time, charges are \$30 per day or fraction thereof.

Item 176: LOADED INCORRECT BOX

When customer incorrectly loads the wrong box type (trailer, container, etc.), customer will be asked to reload into a correct box. If customer refuses to unload, causing the carrier to put the box in a more expensive train or in an area that can't be used, a charge of \$1,000 per occurrence will apply.

Item 180: BOBTAIL SERVICE FEE

If Carrier is required to drop a trailer or container at a location, and bobtail (i.e., without being connected to a trailer or container) to a separate location to pick up an empty or loaded trailer or container, the following additional charges will apply:

Truckload services

\$225.00 flat fee

Intermodal Services

\$3.00/mile, subject to a minimum charge of \$150.00

Item 200: APPLICATION OF ACCESSORIAL CHARGES

In addition to line haul or base transportation rates, unless otherwise agreed in writing, the accessorial charges and fees set forth herein or otherwise agreed upon by Carrier and Customer shall govern.

Item 205: HOLIDAYS

As used in this Tariff, "holiday(s)" shall mean the following days or such other days as Carrier determines in its sole discretion:

UNITED STATES – New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, and Christmas Day

CANADA – New Year's Day, Good Friday, St John Baptist, Canada Day, Civic Holiday, Labor Day, Thanksgiving, Christmas Day, and Boxing Day

MEXICO – New Year's Day, Anniversary of the Mexican Constitution, Benito Juarez Day, Maundy Thursday, Good Friday, Holy Saturday, Easter Sunday, Cinco de Mayo, Mexican Labor Day, Independence Day (Noche del Grito), All Souls Day, Anniversary of Mexican Revolution, Christmas Eve, and Christmas Day

Item 210: LOADING AND UNLOADING

- a) Carrier will provide "pick-up" at origin, which shall mean collecting freight from a loading site, platform, doorway, or shipping room directly accessible to a highway vehicle. Carrier will likewise "deliver" at destination, which shall mean transporting freight to a platform, doorway, or shipping room directly accessible to a highway vehicle.
- b) Rates in this Tariff contemplate loading of cargo by the consignor and unloading by the consignee, except that if the Customer, consignor or consignee requests that Carrier furnish outside labor to load or unload, all charges for such outside labor will be passed through to Customer, who will be billed for actual time of outside labor plus an additional fee of \$25. If the driver or any other Carrier personnel is requested to assist with loading and/or unloading, a charge of \$300 per occurrence, or fraction thereof, will be assessed in addition to all other applicable charges.

- c) Carrier may accept pre-loaded and/or sealed trailers or containers in Carrier's discretion. Carrier will have no liability for any shortage from any pre-loaded and/or sealed container, nor with respect to damage caused by improper loading, in any instance where Carrier did not perform the loading, regardless of whether the bill of lading or other shipment documentation bears any designation indicating that the shipment was loaded outside of Carrier's ability to monitor loading. Carrier may break any seal, without liability for shortage, contamination, or other liability or loss if, in Carrier's sole discretion, Carrier or the driver believes that the load is unsafe or improperly loaded. Likewise, upon demand by law enforcement personnel, Carrier may break any seal and access any trailer or container. A missing or broken seal shall not affect Carrier's liability with respect to cargo loss or damage, nor shall it affect the cargo claimant's burden of proof with respect to cargo loss or damage. A broken or missing seal, in and of itself, is not evidence of damage, nor evidence that a shipment may have been subjected to contamination.

Shipments loaded by the consignor will be properly secured and braced by the consignor. At the request of consignor, or if Carrier determines in its reasonable discretion that blocking and bracing performed by the consignor is insufficient, Carrier will (a) secure and brace the freight or (b) at its sole discretion, hire a contractor to complete the blocking and bracing. Customer will be charged at 120% of Carrier's cost.

- d) If Carrier personnel is required to operate a pallet jack, forklift, or other mechanical freight handling device during loading or unloading, a charge of \$100 per occurrence will apply.

Item 215: PROOF OF DELIVERY & PAPERWORK

When Carrier is requested to provide a hard copy of the Bill of Lading to accompany each freight bill, or to load paperwork, bills or invoices into a Customer portal or other web-based application, a fee of \$25 per copy of Bill of Lading will be charged.

If Carrier is requested to provide additional administrative services, including but not limited to manual invoicing, EDI configuration, or reporting, additional fees will be mutually agreed upon by Carrier and Customer prior to providing such services.

Item 220: DETENTION - TRAILER OR CONTAINER

- a) When Carrier's trailers or containers (exclusive of the driver and tractor) are delayed or detained at premises of consignor or consignee, or other places designated by consignor or consignee for loading or unloading, the following charges will be assessed which will be in addition to all other lawful transportation charges.

Truckload services

The first 48 hours ("Free Period"):	No Charge
Days 1 – 3 after Free Period:	\$125 per 24-hour period or fraction thereof
Days 4-8 after Free Period:	\$150 per 24-hour period or fraction thereof
Days 9+ after Free Period:	\$200 per 24-hour period or fraction thereof

Note: Holidays are included in the Free Period; weekends are not included in the Free Period.

Intermodal services

The first 48 hours ("Free Period"):	No Charge
Days 1 – 3 after Free Period:	\$125 per 24-hour period or fraction thereof
Days 4-8 after Free Period:	\$150 per 24-hour period or fraction thereof
Days 9+ after Free Period:	\$200 per 24-hour period or fraction thereof

Note: Holidays and the first weekend will be included in the Free Period.

- b) Time per vehicle shall begin upon arrival of the trailer or container at the consignor or consignee facility and end upon notification to Carrier of completion of loading or unloading, respectively.

- c) Truckload services where trailers are moving between the United States of America and Mexico shall be subject to the following:

Free days and cost per day		
Service	Free days	Cost per trailer per day
Southbound	3	\$50.00
Northbound	3	\$50.00
Round trip	6	\$50.00

***Note:** If southbound trailers arrive at the border on a Thursday or Friday, the first weekend will be free.

Shipments with a border city as the final destination will have 24 hours free time for unloading Carrier’s trailer. Any time exceeding the 24-hour period will be charged at a rate of \$50.00 USD per trailer per day.

Southbound shipments with a non-border city as the final destination will have a 48-hour free period beginning once the trailer has arrived at the freight forwarders or consignee’s yard even if the freight forwarder or consignee declines to receive the trailer or container for circumstances outside of Carrier’s control. Time beyond the 48-hour free period will be billed based on a 24- hour period or any fraction thereof (prorated, per hour), at a base rate of \$150.00 (USD) per 24-hour period.

Northbound shipments will have a 48-hour free period beginning once the Mexican carrier positions the trailer to be loaded at the shipper's facility. Time beyond the free period will be billed based on a 24-hour period or any fraction thereof (prorated, per hour), at a base rate of \$150.00 (USD) per 24-hour period until the trailer or container arrives to Carrier’s yard on the U.S. side of the border.

It is the responsibility of the Customer to notify Carrier of empty equipment at their facility. This notification must be sent via e-mail to: FMCSA@midwestlogisticssystem.com.

Item 223: DELAY IN TRANSIT- OVER THE ROAD

When the consignor tenders a load to move over-the-road with a specified pickup time and the consignee (or applicable party) requires a delivery time which results in the transit time exceeding the maximum allowed on the chart below, an in transit delay charge will apply.

<u>LENGTH OF HAUL OF SHIPMENT (Miles)</u>	<u>MAXIMUM NUMBER OF CALENDAR DAYS ALLOWED* (see note)</u>
0- 450	2
451- 900	3
901-1350	4
1351-1800	5
1801-2250	6
2251-2700	7

***Note:** The in-transit delay charge is \$750 per day for each calendar day in excess of the maximum days.

Item 225: DETENTION; DRIVER

If the driver is detained at the shipper, consignee or agent of same, 60 minutes of free time will be allowed. All time in excess of the free time will be charged at \$30 per 15 minutes or fraction thereof.

***Note 1:** After the sixth hour, a full Layover will apply (see Item 228).

***Note 2:** Driver detention incurred in Mexico is not subject to the foregoing charges. For driver detention in Mexico, 120 minutes of free time will be allowed and all time in excess of the free time will be charged at \$60 per 60 minutes or fraction thereof.

Item 228: LAYOVER

If, after arrival at the point of loading or unloading, the Carrier is not allowed to unload, or is prohibited from unloading, on the date of arrival, or is otherwise required by the shipper, consignee, or agent of the same, to stay overnight to load or unload at a later date, the following daily charges will apply: \$750 per single driver and \$1,500 per team.

The party responsible for the freight charges will also be responsible for the charges named in this Item.

Item 230: FUEL SURCHARGE (See Notes)

Except as otherwise provided, services and contracts governed by this Tariff will be subject to a fuel surcharge based upon the following: The cost per gallon will be calculated by using the Energy Information Administration of the Department of Energy national average cost of fuel on the first working day of each week and any changes in the fuel surcharge will become effective Friday of the same week.

The amount of the fuel surcharge will be as depicted in the table below.

Fuel Price per Gallon (in dollars and cents per gallon)	TRUCKLOAD (in dollars and cents per gallon)	Intermodal (Percent of Linehaul Charge)
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\$ 0.000	\$ 1.099	\$ 0.000	0.0%
\$ 1.100	\$ 1.149	\$ 0.020	1.0%
\$ 1.150	\$ 1.199	\$ 0.030	1.6%
\$ 1.200	\$ 1.249	\$ 0.040	2.1%
\$ 1.250	\$ 1.299	\$ 0.050	2.7%
\$ 1.300	\$ 1.349	\$ 0.060	3.2%
\$ 1.350	\$ 1.399	\$ 0.070	3.8%
\$ 1.400	\$ 1.449	\$ 0.080	4.3%
\$ 1.450	\$ 1.499	\$ 0.090	4.9%
\$ 1.500	\$ 1.549	\$ 0.100	5.4%
\$ 1.550	\$ 1.599	\$ 0.110	6.0%
\$ 1.600	\$ 1.649	\$ 0.120	6.5%
\$ 1.650	\$ 1.699	\$ 0.130	7.1%
\$ 1.700	\$ 1.749	\$ 0.140	7.6%
\$ 1.750	\$ 1.799	\$ 0.150	8.2%
\$ 1.800	\$ 1.849	\$ 0.160	8.7%
\$ 1.850	\$ 1.899	\$ 0.170	9.3%
\$ 1.900	\$ 1.949	\$ 0.180	9.8%
\$ 1.950	\$ 1.999	\$ 0.190	10.4%
\$ 2.000	\$ 2.049	\$ 0.200	10.9%
\$ 2.050	\$ 2.099	\$ 0.210	11.5%
\$ 2.100	\$ 2.149	\$ 0.220	12.0%
\$ 2.150	\$ 2.199	\$ 0.230	12.6%
\$ 2.200	\$ 2.249	\$ 0.240	13.1%
\$ 2.250	\$ 2.299	\$ 0.250	13.7%
\$ 2.300	\$ 2.349	\$ 0.260	14.2%
\$ 2.350	\$ 2.399	\$ 0.270	14.8%
\$ 2.400	\$ 2.449	\$ 0.280	15.3%
\$ 2.450	\$ 2.499	\$ 0.290	15.9%
\$ 2.500	\$ 2.549	\$ 0.300	16.4%
\$ 2.550	\$ 2.599	\$ 0.310	17.0%
\$ 2.600	\$ 2.649	\$ 0.320	17.5%
\$ 2.650	\$ 2.699	\$ 0.330	18.1%
\$ 2.700	\$ 2.749	\$ 0.340	18.6%
\$ 2.750	\$ 2.799	\$ 0.350	19.2%
\$ 2.800	\$ 2.849	\$ 0.360	19.7%
\$ 2.850	\$ 2.899	\$ 0.370	20.3%
\$ 2.900	\$ 2.949	\$ 0.380	20.8%
\$ 2.950	\$ 2.999	\$ 0.390	21.4%
\$ 3.000	\$ 3.049	\$ 0.400	21.9%
\$ 3.050	\$ 3.099	\$ 0.410	22.5%
\$ 3.100	\$ 3.149	\$ 0.420	23.0%

***Note:** The same formula will apply if the cost of fuel exceeds the above table.

Item 240: SPECIAL PERMITS OR FEES

Any fees paid to any Federal, State or Municipal Government or Canadian or Mexican Authority, or any subdivision thereof, for special permits as may be required in connection with such movement will be added at a cost plus \$150.

In addition, a charge of \$200.00, plus any additional sufferance warehouse charges, shall apply to each shipment moving “in-bond” in accordance with regulations of U.S. Customs and Border Protection, or the Canada Border Services Agency.

Item 245: INSPECTIONS

Customer will be responsible for any fees assessed with respect to any inspection performed by or on behalf of any governmental authority. Detention charges, subject to free time rules, will apply during any such inspection as set forth in this Tariff.

Item 250: TOLLS

In concert with mileage calculations, a companion tolls calculation software will be used to determine toll charges. Toll charges will be assessed in addition to any and all other lawful transportation and related charges.

Item 255: LOAD STRAPS

When Customer requests load straps, and Carrier chooses to provide such load straps, a charge of \$200.00 per case for 2" straps will be billed to the party requesting the load straps.

Item 260: INTERNATIONAL SHIPMENTS

Customer is responsible for timely providing full and accurate customs documentation. Any discrepancy between the information supplied and the finalized information obtained during the customs process (including, but not limited to piece count, pallet count, and/or commodity) requiring documents to be modified will be subject to a \$65 charge.

For international shipments, border crossing and customs documents are needed by the following:
Inbound/Outbound Canada – before pickup for Truckload and before train cutoff date for Intermodal
Inbound/Outbound Mexico – day of pickup + 2 additional days
Any documents not submitted timely will be subject to a charge of \$100 per day.

If the Customer fails to provide appropriate pre-notification to U.S. Customs on shipments that cross a U.S. border, resulting in a driver delay, a charge of \$500 will apply.

Item 263: CUSTOMS BROKERAGE AND FREIGHT FORWARDING

In the event Customer requests and Carrier agrees to arrange for customs brokerage and/or freight forwarding service, Customer shall be responsible for paying the costs of such service (including, but not limited to, country entry preparation/customs clearance fees, forwarding charges and drayage services) plus a surcharge of 20% of the total of such costs.

Item 270: VEHICLE REQUESTED BUT NOT USED

Truckload Services: When an order is canceled within 24 hours of the requested pickup time, a fee of \$350.00 will be charged.

Intermodal Services: When an order is canceled within 6 hours of the requested pickup time, a fee of \$350.00 will be charged.

Item 280: TEAM SERVICE

When a customer tenders a load and then the customer requests a transit time that cannot be met within the regular available driving hours of a single driver unit, Carrier may consider such load a request for expedited service in transit. Such service may be provided with a driver team or via relay through two or more single driver units. An additional charge of \$500 will apply.

Item 290: INTERMODAL LOAD SHIFT

When a Rail Carrier assesses any charges related to loading, unloading, reloading, reworking, or similar charges (collectively, "Freight Rework Costs") related to containers tendered by or on behalf of Customer, Customer shall be responsible for, in addition to any other applicable charges (including the Freight Rework Costs) the cost of the Freight Rework Costs plus an administrative fee of 20%.

The Customer will assume all liability for Freight Rework Costs and fines imposed by the Rail Carrier. In addition to the charges above, Customer is liable to Carrier and the Rail Carrier for the full cost recovery of any amounts assessed by the Rail Carrier including, but not limited to, invoice processing, lading service support and vendor rework coordination. Determination that a load shift, set out or other service disruption was caused by freight not being properly secured in accordance with the American Association of Railroads or the Department of Transportation regulations will be made by the Rail Carrier and Carrier, respectively. Customer will also assume liability for any losses resulting from such load shift, set out, or other service disruption including, without limitation, derailments, property damage, injury or loss of life which resulted from freight not being secured by the shipper in accordance with American Association of Railroad and Department of Transportation.

Item 300: CARRIER LIABILITY AND RELEASED VALUE

- a) Carrier Liability. Carrier's liability for loss, damage, or destruction to cargo transported, including due to unreasonable delay, shall be that of a motor carrier as set forth in the Carmack Amendment currently codified at 49 U.S.C. § 14706 (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate, or involves foreign commerce. The period of Carrier's liability shall commence at the later of the time that cargo is loaded onto the transporting trailer or, if such loading occurs at any time while such trailer is not coupled to a power unit operated by Carrier, then upon coupling of a power unit operated by Carrier to the trailer. The period of Carrier's liability shall terminate once Carrier has made the trailer available for unloading at the consignee's location. Carrier's sole liability with respect to delay in pick-up or transportation shall be if Carrier fails to deliver with reasonable dispatch and such failure results in loss, damage or destruction to cargo being transported. Delivery of the cargo to the consignee without notation of loss, damage, or shortage on the bill of the lading shall result in a presumption that all cargo was delivered in good order and condition, and without loss, damage, or shortage.
- b) Limitations of Liability. Unless a higher value is declared by Customer in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, Carrier's liability for loss, damage, or destruction as to any cargo shall not exceed the lesser of the cost to repair or replace lost, damaged, or destroyed cargo, or the amounts stated below:

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- i. *Default Limitation of Liability.* Unless a different limitation set forth in this Tariff applies, Carrier's liability is limited to the lesser of the cost to repair or replace the goods, or \$100,000.00 per trailer or conveyance.
 - ii. *Limitation of Liability for shipments moving to, from or within Mexico.* Carrier's liability with respect to loss, damage, to, or destruction of the cargo that occurs in the U.S. or Canada while the same is under Carrier's care, custody or control shall be limited to the lesser of the cost to repair or replace the goods, or \$100,000 per trailer or conveyance. Carrier shall not be liable for loss, damage to, or destruction of the cargo that occurs in Mexico. The foreign carrier providing services in Mexico will be responsible for the due care of, and any loss or damage to, any cargo in accordance with the terms of Mexican law (including Articles 66 & 67 of the *Ley de Caminos Puentes y Autotransporte Federal* as published in the *Diario Oficial de la Federación* on December 22, 1993, which limits liability to a maximum of fifteen (15) times the current daily value of the Unit of Measure and Update as published in the *Diario Oficial de la Federación*.
 - iii. *Used or Reconditioned Equipment.* With respect to used or reconditioned equipment Carrier's liability is limited to the lesser of the cost to repair or replace the goods or \$0.05 per pound per package subject to a maximum liability of \$5,000 per trailer or conveyance. Regardless of valuation, Carrier's liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit, and Carrier will not be liable for any claims of diminished value or any other value not specifically set forth herein. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused, or reconditioned parts added during the reconditioning processes.
 - iv. *Consignments Containing Food.* Limitations applicable to shipments containing Food (as defined in Item 340) are set forth in Item 340.
- c) Declaring values in excess of the otherwise applicable limitation.
- i. Carrier must be notified at the time it agrees to transport cargo that a value in excess of the otherwise applicable limit (as established by the foregoing) will be declared, and the amount that will be declared. The limitation of liability set forth in subsection (b) above shall be valid unless Carrier has agreed, in a writing signed by an authorized representative (which must be a Vice-President (or higher)), to accept the cargo at the declared value. In order to request such additional liability, the Customer must contact Carrier and make such request. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation sheet acknowledging Carrier's acceptance of increased liability and reflecting additional charges as mutually agreed. Carrier's driver is not an authorized representative of Carrier for purposes of this provision, meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring value. For Intermodal services, cargo with a value in excess of the otherwise applicable limit shall be subject to a minimum \$200 charge for the additional declared value.
 - ii. Declared values in excess of \$250,000 shall not be accepted, and in the event, Customer attempts to declare a value in excess of \$250,000 per trailer or conveyance, Carrier's liability shall continue to be subject to the otherwise applicable limitation.
- d) In no event shall Carrier's liability exceed the lesser of the actual value of the cargo or the declared value.
 - e) The value of shipments involving documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value shall be limited to the value of the paper.
 - f) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier. Carrier expressly reserves the right, at its option, to withhold, deduct or set-off any amounts due Carrier under this Tariff from any payment otherwise due Customer.

- g) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, with respect to any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the Customer.
- h) Carrier shall have the full benefit of the limitations on the amount of Carrier's liability for cargo loss, damage or destruction as set forth herein unless the Carrier has converted the cargo to its own use or, with the express purpose thereof, has intentionally destroyed the cargo.
- i) If for any reason Carrier is unable to make delivery, including, but not limited to, the consignee's failure to accept the delivery, Carrier may deposit the cargo with a public warehouse or at a facility of Carrier. Upon deposit with a third-party, Carrier's responsibility for the cargo shall terminate. Upon deposit at one of Carrier's own facilities, Carrier's liability shall become that of a warehouseman under the Uniform Commercial Code, in which event, all limitations to and exclusions from Carrier's liability for loss, damage or destruction shall apply, but Carrier shall only be liable if loss, damage, or destruction is due to its failure to exercise reasonable care with respect to the cargo.
- j) Carrier's sole liability, and Customer's sole recovery, with respect to cargo loss, damage or delay will be as set forth in this Item and in no event will Carrier be liable under any other theory of law, nor to any party other than the actual beneficial owner of cargo, or its direct assignee, with respect to any claim arising from or related to loss or damage to cargo or delay. If Customer is not the beneficial cargo owner, then Customer warrants and represents that it is authorized to bind the beneficial cargo owner to this provision. In no event will the concept of deviation apply to services provided hereunder.
- k) Without waiving or limiting any other defenses or limitations set forth in this Tariff, Carrier shall not be liable for cargo loss, damage, or delay to the extent resulting from or arising out of improper or inadequate loading, unloading, packaging, or cargo securement (except to the extent performed by Carrier); or from legal or equitable defenses available under Carmack or otherwise, including without limitation, cargo loss, damage, or delay resulting from act of God; public enemy; act, default, or omission of shipper; public authority; or the inherent vice or nature of the goods transported.

Item 310: FILING OF CARGO CLAIMS

- a) Claims in writing required. Claims for loss, damage, injury, or delay to cargo must be filed in writing, as provided in the minimum filing requirements in subparagraph (b) below, and as otherwise may be required by law.
- b) Minimum filing requirements. A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date delivery should have been made. To be considered sufficient, such communication must be submitted: (1) containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money. Each claim must be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a copy of the original invoice, or an extract made therefrom, all certified by the claimant to be true and correct.
- c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents will not be considered by Carrier as meeting the minimum filing requirements specified in subparagraph (b) above.
- d) Claims filed for uncertain amounts. Whenever a claim is presented against Carrier for an uncertain amount, such as "\$100 more or less," Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances

unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.

- e) Concealed damage claims. When damage to contents of a shipping container is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to Carrier upon discovery and a request for inspection by Carrier's representative made by consignee. Claims for concealed damage must be reported to Carrier within 15 days of the date of delivery. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier.

If more than three (3) days (or, with respect to shipments in Mexico, twenty-four (24) hours) pass between date of delivery of shipment by Carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it shall be the obligation of the consignee to offer clear and convincing evidence that loss or damage occurred prior to receipt by the consignee. While awaiting inspection by Carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

- f) Institution of Suits. Suit for loss, damage, injury or delay shall be instituted against Carrier no later than two years and one day from the day when written notice is given by the Carrier to the claimant that Carrier has disallowed all or any part of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.

Item 320: INVESTIGATIONS OF CARGO CLAIMS

Each claim for loss or damage to cargo filed against Carrier in the manner prescribed herein will be promptly and thoroughly investigated.

Carrier reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim.

For shipments or any part thereof which are not delivered, Carrier reserves the right to require certification from the claimant that the missing cargo has not been received from any other source.

Item 330: ACKNOWLEDGMENT OF CLAIMS

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

Item 340: SHIPMENTS CONTAINING FOOD

Notwithstanding any other provisions of this Tariff, with respect to any food intended for human or animal consumption, including articles used for components thereof ("Food") with respect to which services are provided by Carrier, the provisions of this section shall apply and supersede to the extent in conflict with any other terms and conditions maintained in this Tariff.

- a) Notice of Consignments Containing Food. Any Customer tendering, receiving or otherwise requesting services with respect to any shipment consignment containing Food shall, at the time of the initial request for services

with respect to the individual consignment in question is made, provide written notice to Carrier that the consignment contains Food (hereinafter, the "Food Consignment Notice"), which Food Consignment Notice must also include any special instructions or handling requirements applicable to any such consignment, including, but not limited to, any requirements related to condition, design, maintenance or type of transportation equipment; sealing of trailers; cross-contaminant restrictions; segregation/isolation of Food consignments; records relating to equipment (such as prior use or cleaning); temperature range requirements; temperature records (including method of measuring, monitoring and documenting temperature); pre-cooling requirements; required transit-times, etc., (any such instructions, hereinafter the "Specialized Instructions") regardless of whether such requirements are imposed by private parties or by any applicable law, rule, regulation. Temperature requirements must be stated solely in degrees Fahrenheit. Any such Food Consignment Notice must be provided in writing (including electronic means) at the time of Customer's initial request for services to which such Food Consignment Notice relates and shall specifically identify the consignment to which it relates. Carrier shall not be bound to comply with any provisions contained in a Food Consignment Notice, including any Specialized Instructions set forth therein, unless Carrier expressly confirms in a writing identifying the specific consignment covered by the Food Consignment Notice, Carrier's agreement to comply. If Customer tenders a consignment identified in a Food Consignment Notice without receiving such written confirmation from Carrier prior to pick-up, Customer acknowledges and agrees that Carrier shall have no obligation to abide by the Food Consignment Notice, or any Specialized Instructions contained therein. In no event shall any Food Consignment Notice purporting to apply to multiple consignments (including any Food Consignment Notice purporting to apply to any specifically enumerated commodities, any category of commodities, or commodities moving to or from specified locations) be binding on Carrier or otherwise apply to services provided by Carrier, regardless of whether receipt of such general Food Consignment Notice has been confirmed by Carrier.

- b) **Effect of Failure to Provide Required Notice.** If a consignment of Food with respect to which Food Consignment Notice is required pursuant to the provisions of this Tariff is tendered, but Food Consignment Notice is not given and/or Carrier's agreement to comply is not confirmed by Carrier in writing in accordance with the provisions of this Tariff, then, notwithstanding any other provision of this Tariff, liability of Carrier arising from or related to cargo loss, damage or destruction, including loss, damage or destruction due to unreasonable delay, shall be limited to \$0.05 per pound per package unless excess value has been declared by Customer in accordance with the requirements of this Tariff. Moreover, if Customer has declared excess valuation with respect to any such consignment, with respect to which notice is required but not provided, notwithstanding the amount of excess value declared, in no event will liability of Carrier exceed \$20,000 (per trailer or conveyance).
- c) **Consignments Requiring Temperature Control.** With respect to any consignment for which temperature control service has been requested in a Food Consignment Notice containing Specialized Instructions, in the absence of Carrier's confirmation of any Specialized Instructions to the contrary, the following terms and conditions will apply to Carrier's transportation of such commodities: (1) the consignor of the consignment shall ensure that commodities are within appropriate temperature ranges at the time of physical tender to Carrier; (2) the consignor and consignee shall be solely responsible for taking, and maintaining records of, temperature readings at origin and destination respectively and Carrier shall have no responsibility to do so nor to record temperature while in-transit; (3) the consignor shall be solely responsible for ensuring the transporting conveyance is set to appropriate temperature ranges prior to initiation of loading; and (4) upon delivery, temperature readings shall be taken of product itself, not the ambient trailer temperature, and in the event a reading indicates commodities in one part of the trailer have been subjected to temperatures outside of the agreed upon range, sample readings will be taken of product loaded throughout the entire trailer.
- d) **Failure to Comply with Written Instructions.** ANY FAILURE OR ALLEGED FAILURE BY CARRIER TO COMPLY WITH SPECIALIZED INSTRUCTIONS PROVIDED AND ACKNOWLEDGED IN ACCORDANCE WITH THE PROVISIONS OF THIS TARIFF SHALL NOT, IN AND OF ITSELF, RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED, OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL LACK OF THE ORIGINAL SEAL, OR A

MISSING, BROKEN, OR UNREADABLE SEAL AT THE TIME OF DELIVERY RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. ANY DETERMINATION THAT FOOD HAS BEEN RENDERED UNSAFE, CONTAMINATED, ADULTERATED, OR UNFIT FOR ITS INTENDED PURPOSE REQUIRES AFFIRMATIVE EVIDENCE THAT SUCH CONDITION EXISTS AND EXERCISE OF REASONABLE DISCRETION. CUSTOMER CONFIRMS ITS OBLIGATION TO MITIGATE DAMAGES.

Item 350: PROCESSING OF SALVAGE

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

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

Upon receipt of a claim on a shipment on which salvage has been processed in the manner described in this Tariff, Carrier will record on its claim file thereon the file number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

If Carrier does not receive disposition instructions within forty-eight (48) hours of sending its initial notice, Carrier may, in its sole discretion, attempt to issue a second and final confirmed notification. Such second notice shall advise that if Carrier does not receive disposition instructions within ten (10) days of that notification, Carrier may offer the shipments for sale via any commercially reasonable means. If Carrier determines in its sole discretion that the potential for recovery will be prejudiced by such second notice period (e.g., where the goods to be salvaged are perishable), Carrier may shorten the second notice period or forego the second notice altogether. The amount of sale will be applied to the costs of the sale and Carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses (including, without limitation, any unpaid Carrier transportation charge(s) and fee(s)) are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership.

Item 400: CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT

- a) "Overcharge" means an overcharge as defined in Section 49 U.S.C. § 14704(b) or any other charge imposed that is in excess of agreed upon and otherwise applicable rates. It also includes duplicate payments and unidentified payments as hereinafter defined when a dispute exists between the parties concerning such charges.
- b) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.

- c) "Unidentified payment" means a payment which Carrier has received but which Carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
- d) "Claimant" means any Customer, consignor or consignee, or its authorized agent, filing a request with Carrier for the refund of an overcharge or duplicate payment.
- e) "Undercharge" means charges for transportation services which are less than those applicable thereto.

Item 410: FILING, DOCUMENTING, AND PROCESSING CLAIMS

Claims for overcharge or duplicate payment shall be submitted within 180 days of the date of the invoice, accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data in the possession of the claimant which substantiates the basis for the claim. Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by applicable payment information.

If Carrier invoices the Customer, consignor or consignee, or its authorized agent for charges for transportation services which are less than those applicable to such services, Carrier shall submit an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Carrier shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Carrier's claim.

Item 420: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS

If Carrier is not provided sufficient information with which to properly apply a payment, Carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, Carrier may treat the unidentified payment as a payment of freight charges owing to it. Following the 90-day period, the regular claims procedure shall be applicable.

Item 500: LIABILITIES NOT ASSUMED

CARRIER SHALL NOT BE LIABLE, REGARDLESS OF THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CARRIER, ITS EMPLOYEES, CONTRACTORS, OR UTILIZED INDIVIDUALS OR BUSINESS ENTITIES, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, OR PLANT OR BUSINESS SHUTDOWN, REGARDLESS OF WHETHER CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

Item 520: FORCE MAJEURE EVENTS

Carrier shall not be liable for any failure to perform, including failure to timely perform, services under this Tariff where such failure is wholly or partially due to an Act of God, war, fire, weather, explosion, riot, civil commotion, act of terrorism, restriction by government or other authority, shutdown, epidemic, pandemic, strikes, lock outs, failure of suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control, or which could not be reasonably anticipated by Carrier.

Item 530: APPOINTMENTS

Carrier is not bound to transport a shipment by a particular appointment schedule, or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch. Carrier shall not be liable for any consequence of delay. Without limiting the foregoing, Carrier will not be liable for late deliveries or unkept appointments. In no event shall a time quotation be considered a guarantee of delivery time.

Pickups, stop-offs or deliveries with a specific appointment time ("AT" appointment type) scheduled between the hours of 10:00PM and 6:00AM local time will be subject to a charge of \$150.00 for each occurrence.

Item 540: IMPRACTICABLE OPERATIONS

Nothing in this Tariff shall be construed as making it binding upon Carrier to accept freight from or make delivery to locations to which it is impracticable or dangerous to operate vehicles, inclusive of performing pickup or delivery services, due to, without limitation: conditions of alleys or streets; riots or strikes; conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this Tariff; and/or local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, Carrier reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.

Item 550: SIZE AND WEIGHT

Depending on size and weight information provided by Customer, Carrier may determine that tendered cargo will require oversize permits, overweight permits, specialized equipment, or otherwise be subject to additional requirements including, but not limited to, shipment routing and pilot car requirements. Customer understands and agrees that any conditions imposed under any applicable law, rule or regulation, or under any required permits or approvals, will supersede any instructions or requests of the Customer. Customer will be responsible for the costs of obtaining any such permits and approvals, and meeting the requirements thereof, and for costs associated with complying therewith.

Without in any way limiting the foregoing, Customer shall be responsible for the costs of any required pilot car service, and costs associated with loading cargo on and off of Carrier's equipment, including, but not limited to, any crane or rigging services. Any such amounts paid by Carrier for which Customer is responsible shall be subject to Carrier's lien.

In no event will Carrier have any liability to Customer arising from or related to services provided by any pilot car service or rigging or crane service.

Any load found to be over the legal axle weight limits will be subject to the following fees:

Truckload: a fee of \$500 plus the costs of scaling, out of route miles and any applicable fees associated with reworking the load.

Intermodal: a fee of \$250 plus the costs of scaling, out of route miles and any applicable fees associated with reworking the load. If Customer has an on-site scale that was utilized to verify the load was legal, the fee is \$80 plus the costs of scaling, out of route miles and any applicable fees associated with reworking the load.

If Carrier is required to scale loaded and/or empty equipment and provide the scale tickets to Customer, the following fees will apply:

Truckload: a fee of \$350 plus out of route miles will apply, except if scale is on-site at the shipper or consignee and available at no cost to Carrier.

Intermodal: a fee of \$45 plus out of route miles will apply.

Item 560: WARRANTIES

Customer warrants and represents that all information provided to Carrier is accurate, complete and sufficient to allow Carrier to perform requested transportation in accordance with all applicable laws, rules and regulations. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD CARRIER HARMLESS FROM AND AGAINST ALL LOSS, COST, PENALTY AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH CARRIER PAYS OR INCURS AS A RESULT OF CUSTOMER FAILING TO FULLY DISCHARGE THESE OBLIGATIONS OR OTHERWISE FAILING TO COMPLY WITH THE PROVISIONS OF THIS TARIFF.

CARRIER MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, FOR ANY TRANSPORTATION AND/OR RELATED SERVICES PROVIDED.

Item 570: NON-WAIVER

Failure by Carrier to apply or enforce the provisions of its Tariff(s), service guides, standard operating procedures, terms and conditions, or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided.

Item 580: PACKAGING, MARKING AND PAPERWORK

Customer, not Carrier, is responsible for ensuring compliance with all applicable laws and/or governmental authorities relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

Customer is solely responsible for ensuring that cargo is appropriately packaged so as to withstand the rigors of transportation via the mode of transportation. Carrier has no obligation to review or inspect packaging, but may, in its sole discretion, reject any cargo which is, in Carrier's sole discretion, not packed appropriately.

Item 600: OVER-THE-ROAD TRANSPORTATION OF HAZARDOUS MATERIALS, WASTES, OR SUBSTANCES AND RADIOACTIVE MATERIALS, WASTE OR SUBSTANCES (See Notes)

If Carrier accepts shipments of hazardous materials, wastes or substances and radioactive materials, waste or substances for transportation in accordance with the transportation requirements of the U.S. Department of Transportation and the U.S. Nuclear Regulatory Commission, the following provisions shall be applicable (in addition to any other applicable terms of this Tariff):

1. Over-the-road shipments of hazardous materials, wastes or substances, and radioactive materials, waste or substances will be subject to the following requirements:
 - A. A minimum of 48 hours advance notice must be given to Carrier before tendering shipments, advising name of shipper, origin, consignee, and destination.
 - B. Shipments will be subject to an additional Hazardous Materials charge of \$350 per shipment.
 - C. Shipments which are delayed at any time due to restrictions imposed by any shipper, consignee or regulatory agency will be subject to a delay charge of \$600.00 per 24-hour period, or fraction thereof. Such charges to begin at time shipment is delayed and continue until such time as transportation can be resumed or shipment delivered to consignee. (See Note 2).
2. If required by Federal, State or Local regulations, Carrier will prepare designated route plans which will set forth

the routes to be utilized in transporting shipments from the initial origin to the final destination. The designated route will be the shortest practical route over the highways approved by the appropriate State or Local agency, and any interstate highway not disapproved by a State of Local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route of movement exceeds the shortest mileage for initial origin to final destination, the distance in excess will be charged for at the rate of \$3.00 per mile.

3. When special permits are required by Federal, State or Local regulation, the purchase costs of such permits will be paid by the party responsible for the freight charges.

***Note 1:** Nothing in this rule shall obligate Carrier to transport shipments beyond the scope of its operating certificates or in violation of any law, regulation or ordinance. Additionally, nothing in this rule shall obligate Carrier to accept shipment(s) of hazardous materials, wastes, or substances and/or radioactive materials, wastes, or substances.

***Note 2:** Charges also apply on shipments delayed, by refusal or otherwise, at destination by consignee and begin upon notice of arrival to consignee.

***Note 3:** The charges named in this Item shall be paid by the party responsible for the freight charges.

***Note 4:** Shipments moving to or from Mexico will be subject to an additional charge based on 30% of the applicable Foreign Carrier Charge (FCC) billed on the load.

***Note 5:** The bill of lading and shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to Carrier. Customer must provide Carrier with the proper shipping names, hazardous class and the proper "UN" classification. Carrier and Customer shall operate in conformity with all applicable regulations contained in Title 49, CFR, Parts 100 to 180 insofar as they pertain to the preparation and transportation of Hazardous Materials. Customer will be responsible for the proper packaging, marking, and related paperwork, including Safety Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Customer will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the event of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by Carrier, as a result of Customer's failure to comply with any of the foregoing requirements and/or those as required of a Customer by law. Further, Customer shall assume all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing. Customer will indemnify, defend, and hold Carrier harmless from any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fees, and related expenses, related to noncompliance with the obligations set forth herein.

Item 601: HAZARDOUS MATERIALS; INTERMODAL RAIL/HIGHWAY TRANSPORTATION

If Carrier accepts shipments of hazardous materials, wastes or substances and radioactive materials, waste or substances and other shipments requiring placards for transportation in accordance with the transportation requirements of the U.S. Department of Transportation, the Association of American Railroads, and the U.S. Nuclear Regulatory Commission, an additional charge of \$350 shall apply.

If required by Federal, State of local regulations, Carrier will prepare designated route plans which will set forth the routes to be utilized in transporting shipments. The designated route will be the shortest practical route over the highways approved by the appropriate State or Local agency, and any interstate highway not disapproved by a State or Local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route of movement exceeds the shortest mileage for initial origin to final destination, the distance in excess will be charged for at the rate of \$3.00 per mile.

When special permits are required by Federal, State or Local regulation, the purchase costs of such permits will be paid by the party responsible for the freight charges.

***Note 1:** Nothing in this rule shall obligate Carrier to transport shipments beyond the scope of their operating certificates or in violation of any law, regulation or ordinance. Additionally, nothing in this rule shall obligate Carrier to accept shipment(s) of hazardous materials, wastes, or substances and/or radioactive materials, wastes, or

substances.

***Note 2:** Charges also apply on shipments delayed, by refusal or otherwise, at destination by consignee and begin upon notice of arrival to consignee.

***Note 3:** The charges named in this Item shall be paid by the party responsible for the freight charges.

***Note 4:** Shipments moving to or from Mexico will be subject to an additional charge based on 30% of the applicable Foreign Carrier Charge (FCC) billed on the load.

***Note 5:** The bill of lading and shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to Carrier. Customer must provide Carrier with the proper shipping names, hazardous class and the proper "UN" classification. Carrier and Customer shall operate in conformity with all applicable regulations contained in Title 49, CFR, Parts 100 to 180 insofar as they pertain to the preparation and transportation of Hazardous Materials. Customer will be responsible for the proper packaging, marking, and related paperwork, including Safety Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Customer will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the event of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by Carrier, as a result of Customer's failure to comply with any of the foregoing requirements and/or those as required of a Customer by law. Further, Customer shall assume all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing. Customer will indemnify, defend, and hold Carrier harmless from any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fees, and related expenses, related to noncompliance with the obligations set forth herein.

Item 605: TRUCKLOAD CONGESTION FEE

For Truckload services, a charge of \$500.00 per load will be applied to all shipments that have any or all drops or pick-ups in New York City, Boroughs and Long Island, NY. Boroughs zips:100-104, 107-108, 110-119.

Item 610: TWIC DELIVERIES

Carrier expenses incurred for pickup or delivery service on shipments requiring a Transportation Worker Identification Credential (TWIC), including the loading and/or unloading charges of the longshoremen, stevedores, public loaders, gate passes and all other applicable charges, will be charged to Customer at actual costs, plus 30%, subject to a \$200 minimum. Detention will be applied normally.

Item 620: RECONSIGNMENT OR DIVERSION

A diversion is defined as a change in the origin and/or a change in the name of the consignor and/or a change in the destination and/or a change in the name of the consignee, made prior to arrival at the original origin or destination, as the case may be, or a diversion made after a prior diversion or reconsignment but prior to arrival at the diversion or reconsignment point. In addition to all other linehaul and other applicable charges, a charge of \$250.00 per occurrence plus Out of Route miles will be applied for each diversion.

A reconsignment is defined as a change in the origin and/or a change in the name of the consignor and/or a change in the destination and/or a change in the name of the consignee, made after arrival at the original origin or destination, as the case may be, or a reconsignment made after a prior diversion or reconsignment after arrival at the diversion or reconsignment point. In addition to all other linehaul and other applicable charges, a charge of \$250.00 per occurrence plus Out of Route miles will be applied for each reconsignment.

Rates and mileage will be computed in the same manner as a stop off shipment, except no free miles will be allowed. The party responsible for the freight charges shall also be responsible for the charges in the

item.

Item 630: REDELIVERY

When delivery cannot be accomplished, applicable detention and/or layover charges will be assessed, with credit for any applicable free time given, until delivery is made. Each attempt at delivery will be subject to an additional charge of \$250.00 plus additional miles incurred.

If delivery to a location other than original consignee location, is requested, reconsignment or diversion charges will be assessed, in addition to detention charges as provided for herein until Carrier receives instruction to deliver to a new consignee location.

Item 640: RETURN, REJECTED AND DAMAGED SHIPMENTS

On shipments or portions thereof which are returned (refused) or rejected, or with respect to shipments which Carrier is unable to deliver due to circumstances beyond Carrier's control, Carrier will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin. The rate of the return movement of such shipments shall be the same as the outbound movement in effect on the date of return. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return. A minimum charge of \$250.00 plus additional miles incurred will apply.

Item 650: SPECIALIZED SERVICES AND/OR EQUIPMENT

Upon request, Carrier may provide specialized services and/or equipment, and in any event, based on information provided by Customer, Carrier may determine, in its sole discretion, whether any such equipment or service is required with respect to requested services. Customer shall be responsible for all charges related to specialized services or equipment. If prior arrangements for specialized services and/or equipment are not made with the Carrier, Carrier reserves the right to refuse such shipment. Customer may, at its own cost and risk, choose, or Carrier may, in its sole discretion and at Customer's sole cost and expense, choose to unload the shipment and wait for the required equipment to be furnished. Any costs incurred by Carrier with respect thereto shall be subject to Carrier's lien. Requests for special equipment and/or services must be noted on all shipping orders, bills of lading, and/or electronic media.

Item 655: TANKER ENDORSEMENT

When a tanker endorsed driver is required, a fee of \$125 will apply. A tanker endorsed driver is required to transport the following tanks: any tank, tote, or container designed to carry liquid or gas >119 gallons AND the aggregate capacity of liquids or gases being transported in tanks, totes or containers is >1000 gallons collectively. Commodity, tank size, and aggregate capacity of tanks must be provided at the time of tender.

Item 660: STOP-OFF IN TRANSIT: LOADING / UNLOADING

- a) Shipments may be stopped in transit for the purpose of partial loading and/or unloading. Sixty (60) minutes of free time will be given for each such in-transit stop.
- b) The rate to be assessed shall be the rate applicable from point of origin to point of final destination (See Note).

- c) The initial pickup stop, and the final delivery stop are not subject to stop-off charges. For all other stops for partial loading or unloading (including multiple stops in the same complex or at the same facility), the charge shall be as follows:

<u>NUMBER OF STOPOFFS – Single Driver</u>	<u>CHARGE</u>
1 st stop	\$200.00
2 nd stop	\$300.00
3 rd and all subsequent stops	\$500.00 each
<u>NUMBER OF STOPOFFS – Team Driver</u>	<u>CHARGE</u>
1 st stop	\$225.00
2 nd stop	\$375.00
3 rd and all subsequent stops	\$575.00 each

***Note:** When rates are based on mileage, the rate to be applied shall be the rate applicable for the total mileage of the shipment calculated from the original point of origin to point of final destination via all stop-off points.

Item 670: STORAGE RIGHTS

On refused, rejected or other shipments where Carrier is unable to deliver a shipment or part of a shipment to its intended final destination, Carrier’s liability as a warehouseman shall begin immediately upon refusal or rejection and Carrier shall be entitled to recover any and all costs in any way associated with the storage of any cargo. At its sole option, Carrier may deposit the cargo in a public warehouse or storage facility under the consignee’s, and/or shipper’s name so that storage fees do not accrue against Carrier. Any and all storage charges shall be the responsibility of the Customer (the “Storage Charges”).

Carrier shall have no liability for loss or damage to cargo once cargo is deposited. Customer will indemnify, defend, and hold Carrier harmless from any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fees, and related expenses, related to or arising from such deposit.

Item 680: EQUIPMENT USE

Customer shall not operate or allow any third party other than Carrier to operate, Carrier’s trailers or containers (collectively, “Carrier Equipment”) unless Customer and Carrier have entered into an equipment interchange agreement permitting such use. Notwithstanding the foregoing, in the event Customer operates, or allows any third party other than Carrier to operate, Carrier’s trailers or containers, the following terms shall apply to such use:

- (a) Customer warrants and represents that Carrier Equipment will only be operated by drivers that are (i) competent, properly licensed and legally qualified, and (ii) properly trained in the characteristics and safe handling of Carrier Equipment.
- (b) Customer warrants and represents that it will only load Carrier Equipment with cargo that does not consist of poisons, pesticides, hazardous waste, hazardous materials, medical waste, garbage/refuse, toxic substances, or any other substance which could contaminate the Carrier Equipment or prevent subsequent use of the Carrier Equipment for the transportation of foodstuffs.
- (c) Customer shall be responsible for inspecting the Carrier Equipment prior to use and notifying Carrier of any damage or defect. By moving the Carrier Equipment, Customer accepts the Carrier Equipment strictly “AS IS.” Failure of Customer to report any damage to or defect in the Carrier Equipment to Carrier shall be

conclusive evidence that the Carrier Equipment was without such damage or defect at the time of use by Customer.

- (d) Customer shall defend, indemnify and hold harmless Carrier, its parent corporation and corporate affiliates, and their respective officers, employees, agents, and representatives (collectively, the “Carrier Parties”) from and against any and all claims, causes of action, lawsuits, complaints, damages, losses, judgments, fines, penalties, expenses, and/or attorneys’ fees (collectively, “Claims”) arising out of or in any way connected with Customer’s use of, or Customer allowing a third party to use, the Carrier Equipment, except to the extent any Claim is caused by the sole negligence of the Carrier Parties.
- (e) Customer warrants and represents that it has in force and will ensure that any third party Customer allows to use Carrier Equipment will have in force, comprehensive automobile liability and general liability insurance covering Customer’s use of the Carrier Equipment, each in an amount not less than \$1,000,000 combined single limit.

Any unauthorized use of equipment which does not comply with the intended use (“Misuse”), including but not limited to, loading of unauthorized product, unauthorized movement, and refusal to unload carrier equipment shall be assessed a misuse charge of \$500 per day. Misuse charges will apply from time of 1st day of Misuse until equipment is returned empty or otherwise made available to Carrier.

Item 700: SHIPPER BILL OF LADING / AIRWAY BILLS / PAPERWORK

Bills of Lading and/or paperwork provided by a shipper, broker, forwarder, other carrier, intermediary, or other documents not issued by Carrier, shall act solely as “receipts” for the transfer of custody of cargo only. All terms and conditions of transport shall be pursuant to Carrier’s Bill of Lading and applicable tariffs in effect when service is provided.

Item 710: BROKERAGE RIGHTS

When necessary to honor service commitments, for the convenience of Carrier, or upon Customer request, Carrier may, at its sole discretion, utilize the services of other carrier’s or modes of transportation, pursuant to Carrier’s property brokerage authority granted by the Federal Motor Carrier Safety Administration, to complete service to its Customers. If Carrier brokers a shipment for a Customer to one or more third party carriers (each, a “Third Party Carrier”), then such operations shall be deemed to have been performed by Carrier in its capacity as a licensed property broker, and not as a motor carrier, and the Third Party Carrier shall be solely responsible for any and all losses, costs, damages or expenses that may occur in connection with such shipment (including, without limitation, for loss or damage to cargo). In the event that the Customer has requested or required that Carrier utilize Customer’s equipment to transport such shipment, then Carrier, in its capacity as a licensed property broker, may allow the Third Party Carrier to whom the load is brokered to use the Customer Equipment. The bill of lading for any shipment brokered pursuant hereto shall be deemed to show the Third Party Carrier as the motor carrier for the shipment (and, in the event that Carrier is listed on the bill of lading as the transporting motor carrier, it shall be deemed for convenience only and not change Carrier’s status as a property broker). In no event shall Carrier be liable for any acts or omissions of any third party including, without limitation, any Third-Party Carrier, broker, freight forwarder, or their respective employees, agents, or representatives.

Item 800: DISPUTE RESOLUTION AND GOVERNING LAW

Except to the extent preempted by federal law, this Tariff, and any disputes arising therefrom, shall be interpreted and governed by the laws of the state of Wisconsin. Any legal proceeding filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction serving Green Bay, Wisconsin. Carrier and Customer hereby consent to the exclusive jurisdiction of such courts in the resolution of disputes arising from or related to services Carrier’s services. Carrier and Customer waive any defenses to personal jurisdiction of, or venue in, such courts.

Item 900: ADDITIONAL DEFINITIONS

Truckload, as used herein, means any transportation of cargo tendered on a single transporting conveyance to one or more consignees/locations, and shall be construed to include all motor carrier services and movements (including, without limitation, regional, less-than-truckload, shuttle, milk runs, etc.), except for Intermodal services, defined below.

Intermodal, as used herein, means transportation of a container designed to be transported via steamship and/or rail, and transported over highways when attached to a chassis.