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**ORIGINAL**

**Tariff No. 0001**

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**TITLE PAGE**

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**Rudolph Freight, Inc. (“Carrier”)**

**RULES / ACCESSORIALS TARIFF**

**FREIGHT FORWARDER SERVICE**

**RULES, REGULATIONS AND CLAIMS PROCEDURES  
FOR FREIGHT FORWARDER SERVICES**

**BETWEEN**

**POINTS IN NORTH AMERICA (EXCEPT MEXICO)**

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

ISSUED October 1, 2012

EFFECTIVE October 1, 2012

ISSUED BY

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

This Tariff governs surface logistics services provided by Carrier in its capacity as a surface freight forwarder. As a surface freight forwarder, Carrier offers to arrange for transportation by Servicing Carriers (as defined below) and provides additional services such as break-bulk, deconsolidation, consolidation, and distribution. 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, except that the provisions of this Tariff shall not apply to any services or transportation provided in Mexico, or as otherwise provided in separate written transportation agreements between Carrier and a shipper or broker ("Shipper Agreement"). 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 responsible for payment to Carrier for such services, or any entity receiving the benefit of such services. Customer acknowledges and agrees that Carrier does not operate as a motor carrier and that Carrier will arrange with third party carriers (each a "Servicing Carrier") to perform the actual carriage of goods tendered to Carrier hereunder.

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 through 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.

**Item 20: MILEAGE**

Mileage shall be calculated using Rand McNally Milemaker Shortest Distance.

**Item 30: NOTICE AND AMENDMENTS**

When this Tariff is amended by revised pages, the cancellation of prior pages will be effected by means of this item. A revised page will not show a cancellation notice for the prior version. A revised page takes effect at 12:01 A.M. Central time as of the Effective Date shown thereon, and cancels any and all uncanceled revised or original pages, or uncanceled portions thereof.

**Item 100: RATES AND SCHEDULES**

Rates and schedules may be published in rate catalogues or sheets, on a Customer 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. If Carrier is asked to provide services for which fees are not included in this Tariff or in a governing rate quotation, including, but not limited to, services for break-bulk, consolidation, deconsolidation or distribution, upon agreement by Carrier, such services shall be provided to the extent possible and applicable fees, whether or not agreed upon in writing in advance by Carrier and Customer, will be honored by Customer.

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**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 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 delivery.

**Item 120: DELINQUENT ACCOUNTS**

Payments received more than 30 days after the 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, acts or omissions (including, but not limited to, requests for redelivery, multiple stops, diversion, reconsignment, etc.), the Customer shall be invoiced at **100%** 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 charges due and owing to carrier regardless of whether those charges related to the goods or proceeds against which the general lien is enforced.

**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 between Carrier and Customer shall govern. Likewise, if the Servicing Carrier assesses accessorial charges not otherwise addressed in this Tariff, including, but not limited to, charges or surcharges for surcharges, detention, layover, multiple stops, vehicle ordered but not used, reconsignment or redelivery, such accessorial charges will be passed through to Customer and Customer will be liable therefore as if such accessorial charges were included in this Tariff.

**Item 210: LOADING AND UNLOADING**

Rates in this Tariff contemplate loading of cargo by the consignor and unloading by the consignee. If the Customer, shipper or consignee request that Carrier or the Servicing Carrier furnish loading or unloading, all charges for such labor are to be paid by the Customer. Charges for outside labor or for Servicing Carrier personnel shall be passed through to Customer with a 0% markup. Carriers personnel will not assist with loading and/or unloading at any time.

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**Item 300: CARRIER LIABILITY AND RELEASED VALUE**

- a) Standard Level of Carrier Liability. Carrier's liability, and the liability of any Servicing Carrier operating a surface mode of transportation, for loss, damage, destruction or delay to cargo transported shall be that of a "carrier" as set forth in the Carmack Amendment (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate, or involves foreign commerce. Subject to the limitations in section c, d and e below, unless a higher value is declared by the shipper in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, liability for loss, damage, or delay as to any shipment shall not exceed \$5.00 per pound per package or \$25,000, whichever is less.
- b) Procedure to Secure A Higher Level of Carrier Liability. The released value shall be valid (meaning Carrier's \$5.00 per pound per package limitation of liability, or \$25,000 per shipment limitation of liability, whichever is lower, shall apply) unless Carrier has agreed in writing signed by an authorized representative to accept the cargo at a higher declared value, in exchange for a higher transportation charge. In order request such additional carrier liability, the shipper must contact Carrier at (800) 655-5071 and make such request prior to tendering the freight to Carrier for shipment. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation sheet acknowledging Carrier's acceptance of increased level of carrier liability and reflecting the higher transportation charges. 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 and the default limitation of liability set forth herein shall apply.
- i. The declared value must be clearly stated as such on the face of the bill of lading and must match the value on the signed rate conformation sheet.
  - ii. A charge of 3% of the declared value in excess of \$5.00 per pound per package or \$25,000 per shipment (whichever is greater), in addition to all other charges, shall be assessed, with a minimum charge of \$65 per package or shipment.
  - iii. Declared values in excess of \$25 per pound per package shall not be accepted, and in the event shipper attempts to declare a value in excess of \$25 per pound per package, Carrier's liability shall continue to be limited to \$5.00 per pound per package. Likewise, declared values in excess of \$250,000 per shipment shall not be accepted and in the event shipper attempts to declare a value in excess of \$250,000 per shipment, Carrier's liability shall continue to be limited to \$25,000 per shipment.
- c) In no event shall Carrier's liability exceed the lesser of the actual value of the cargo or the declared value. Actual value shall, for all purposes, be calculated using the lower of replacement cost to the shipper at the time of loss or damage or the shipper's actual cost at the time the cargo was acquired by the shipper. In no event shall shipper or other party asserting a claim for cargo loss or damage be entitled to recover, or Carrier liable for, special, incidental, consequential, punitive or other damages in excess of the actual value of the cargo as defined herein.
- d) Used or Reconditioned Equipment The foregoing notwithstanding, Carrier's cargo liability on used or reconditioned equipment is limited to the lesser of the cost of repair, cost to replace, actual value, released value or declared value. In any event, Carrier cargo liability for such goods is limited to \$.10 per pound per package unless excess value is declared and obtained in accordance with the foregoing provisions. 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 will not be liable for any claims of diminished value or any other value not specifically set forth herein. The charge will be 3% of the of value declared over \$.10 per pound per package with a maximum limit of \$1.00 per pound per package valuation permissible and in all instances limited to \$100,000 per shipment. 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.

- 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.
- 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, 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 shipper.

**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 subparagraph (b) below, and as otherwise may be required by law, the terms of the bill of lading, the Shipper Agreement, and all tariff provisions applicable hereto.
- 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: (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, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
- c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents will not be considered by Carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- d) Claims filed for uncertain amounts. Whenever a claim is presented against a Carrier for an uncertain amount, such as "\$100 more or less," the Carrier against whom such claim is filed 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 the Carrier upon discovery and a request for inspection by the carrier's representative made by consignee. 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.

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If more than fifteen (15) days 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 reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier. 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 the 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. Regardless of the foregoing, each claim will 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, certified by the claimant to be true and correct.

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 and 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 will 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 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 or by the employment of a competent salvage agent. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon.

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

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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.

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 at a public auction and Carrier has the right to offer the shipment for sale. 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 are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership.

**Item 400: FILING AND PROCESSING CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT**

Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice. 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 shipper, receiver or its authorized agent for charges for transportation services which are less than those applicable to such services, Carrier shall file 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, SERVICING CARRIER, OR EITHER OF THEIR 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, REGARDLESS OF WHETHER CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

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**Item 510: COD SHIPMENTS**

Unless otherwise provided, Collect-On-Delivery (COD) shipments will be accepted by Carrier subject to the following provisions and charges:

- a) Notification of a COD shipment must be given at time order is telephoned in or otherwise first communicated to carrier. Carrier assumes no liability for the form of tender accepted.
- b) The following, with the words "Collect on Delivery" must appear prominently and legibly on the bill of lading:  
COLLECT ON DELIVERY \$\_\_\_\_\_ and remit to:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- c) Only one COD amount may be shown and may not be subject to change dependent upon time or condition of payment.
- d) The charge for collecting and remitting the amount of each COD bill will be 1.5% of the COD amount, subject to a minimum charge of \$25.00 per shipment.
- e) Carrier's responsibility for C.O.D. payment is limited to the exercise of reasonable care and diligence in forwarding the check or money order to the consignor, or to such other party as may be designated by the consignor as the payee, within 15 business days after receipt by Carrier.
- f) Carrier assumes no liability whatsoever for COD payments that default, without exception or limitation, for any reason whatsoever, including but not limited to those that default due to a lack of funds, credit exceeding established limits, erroneous, forged, counterfeit, stolen or fraudulent checks, drafts, currency, credit card or voucher.

**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, 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 will not be liable for late deliveries or unkept appointments unless such late delivery or unkept appointment is beyond Carrier's duty of reasonable dispatch. In no event shall a time quotation be considered a guarantee of delivery time.

**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 to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this tariff, local, state, or

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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: LIMITATION OF SIZE AND WEIGHT**

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles or facilities. Without limiting the foregoing, Carrier is not required to accept for transportation or arrange for transportation of any lading that exceeds 46,000 pounds or which occupies the full visible capacity of the trailer provided.

**Item 560: WARRANTIES**

Carrier makes no warranties, implied or other, 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 & 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**

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

**Item 600: HAZARDOUS MATERIALS**

Not Applicable

**Item 610: 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 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.

Carrier liability for loss or damage to cargo is eliminated once cargo is deposited.

**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: SUBCONTRACTING RIGHTS**

Carrier may, at its sole discretion, utilize the services of other carrier’s or modes of transportation. Carrier’s liability to Customer will not change unless agreed upon in writing by Carrier and Customer.

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