

This tariff applies on interstate, intrastate and foreign commerce, and any transportation or related services, handling, or storage by Inland Transport anywhere in the world. This tariff applies to all shipments transported by Inland Transport between October 15, 2016 and the next issue of this tariff.

DEFINITIONS

The terms:

1. "Business day" means each day, Monday thru Friday, excluding Holidays.
2. "Business hours" means that time during which operations are generally conducted by the carrier at the point where the service is performed.
3. Carrier shall at all times mean Inland Transport, Inc.
4. "Carrier", "consignor" or "consignee" include the authorized representatives or agents of such "carrier", "consignor" or "consignee".
5. "Consignee to unload the shipment" means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carrier's vehicle.
6. "Consignor to load the shipment" means the consignor will perform the complete service of loading the freight in or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
7. "Holiday" means: New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday.
8. "Vehicle," (except when otherwise provided), means any vehicle of not less than 40 feet in length or a combination of vehicles, each not more than 29 feet in length, drawn by a single power unit and used on the highways for the transportation of property.
9. "Tariff" means any classification, charge, price, rule or rate established by a carrier or carriers and filed with the appropriate government agency and on file at the carrier's general office.
10. "Less than Truckload (LTL)"--Except as otherwise provided in tariffs governed by this tariff, LTL rates are those which are subject to minimum weights that are less than the TL or volume minimum weights.
11. "Truckload or Volume (TL or VOL)"--Except as otherwise provided in tariffs governed by this tariff, TL or volume rates or charges are commodity rates or charges that are designated as TL or volume rates or charges with stated TL or volume minimum weights (or maximum weights when in connection with charges per mile or per vehicle) or class rates subject to minimum weights of 20,000 pounds or more or class rates subject to the highest minimum weight stated when the highest minimum weight stated is less than 20,000 pounds.
12. "Tractor" means a mechanically powered unit used to propel or draw a doubles trailer, trailer

or vehicle upon the highways.

13. "Truck" means a wheeled power unit and cargo compartment combined as one unit for the transportation of property, or a tractor as described in Paragraph 21 above, coupled to a double trailer or vehicle, as described in Paragraphs 6 and 15 above.

14. "TRAILER", when not more specifically defined, means a trailer of not less than 40 feet in length.

15. A "collect shipment" means one on which the charges for transportation service, including accessorial services, rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid by the consignee.

16. A "prepaid shipment" means one on which the charges for transportation service, including accessorial services, rendered at the request of the consignor are to be paid by the consignor or a third party that is neither the consignor nor the consignee.

17. "Foreign Countries" includes all points not located in the 48 contiguous United States of America.

18. "Import traffic" means freight moving into the USA from a foreign country.

19. "Export traffic" means freight shipped from the USA to a foreign country.

20. "Spot Rate", "Spot Quote" or "Volume Quote" shall mean any price quotation derived from a non-published tariff, scale, or pricing document that is subject to change on a daily basis due to balance, carrier need, or other freight characteristic and is generally quoted verbally or in writing as a result of a verbal or internet pricing request and is valid for a period of ten days or less.

GENERAL CARGO RULES:

Item 1 - PAYMENT AND/OR COLLECTION OF CHARGES

1. The carrier will not deliver nor relinquish possession of any property transported by it until all tariff rates and charges thereof have been paid in cash, money order or bank cashier's check, except where other arrangements have been made. If upon instruction, it is determined that the article or articles shipped are not those described on the bill of lading, the tariff charges must be paid upon the article or articles actually shipped.
2. Nothing herein shall limit the right of the carrier to require, at time of shipment, the prepayment in part or in full or guarantee of the charges.
3. Rates and charges are stated in lawful money of the United States. Payment of charges must be made in funds of the United States of America.
4. When satisfactory arrangements for credit have been made between carrier and the consignor, consignee or third party, the following condition will apply:
 - a. The standard credit period shall extend 15 calendar days (including Saturday, Sunday and legal holidays) from the first 12 O'clock midnight following presentation of the freight bill by carrier or the deposit of same in the U.S. Mail. For purposes of determining the date of presentation of a freight bill by the U.S. Mail, the postmark date on carrier's transmittal envelope shall control.

5. Freight charges are payable to the carrier at 3210 Friendly Ave, Orlando, FL 32808, unless otherwise specified by carrier in writing.
6. As a condition precedent to the filing of any claim all charges applicable to the shipment must be paid in full. If Carrier has not received full payment for all services rendered at the time a claim is filed, the claim will be deemed denied on the sole basis of failure to pay freight charges until such time as the charges are paid in full and no claim shall be paid until payment for freight charges has cleared in full.
7. The customer responsible for paying freight charges in full and may not offset any part of the freight charges on account of any outstanding loss and damage claims, fees, late delivery fees, early delivery fees, check calls, overcharges, over-collected claims, or any backcharge based upon the specific requirements contained in any brokerage agreements.
8. As a condition precedent to recovery all claims must be filed in writing with Carrier within 9 months of the date of delivery of the shipment. Claims for failure to make delivery must be made within 9 months of the date of expected delivery, or the date upon which the bill of lading was executed, whichever is earlier.
9. Carrier shall have a lien on the goods of this shipment for any of its charges including charges for previous shipments transported or services performed by Carrier.
10. Even in the event shipper and/or consignee requests Carrier to bill a third party for charges and services hereunder the shipper and consignee shall each be absolutely responsible and liable to Carrier for all charges, expenses and fees, including attorney's fees, under this bill of lading.
11. Carrier will invoice any broker or intermediary who dispatches a load on behalf of the shipper and or receiver however it reserves its rights to revert back to the liable party on the bill of lading and or receipt due to a default and after 30 days thereafter, if the payment is not received, item 4 rule applies.
12. If Carrier does not receive full payment of the charges pursuant to this bill of lading within a period not to exceed 30 days from the date invoice is presented, whichever is later, Carrier shall assess a late payment charge equal to 20% of the unpaid amount of the invoice for each 30 days or fraction thereof until full payment is made. Customer forfeits all discounts, preferred pricing and / or any other special pricing.
13. Should any dispute or claim arise between the parties as a consequence of freight charges under this bill of lading and an attorney is engaged to litigate, arbitrate or otherwise resolve the dispute, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This fee provision shall NOT apply to disputes regarding claims for loss and damage brought pursuant to the Carmack Amendment at 49 U.S.C. §14706 or otherwise.

14. Carrier and all of its affiliates and subsidiaries expressly reserve the right at any time to broker out our customers freight. In the instance we take this action the cargo insurance coverage will not exceed \$100,000. Only by informing us in writing 24 hours prior to the ship date of the excess coverage will we seek an alternative carrier with the proper coverage. at all times Carrier and its affiliates and subsidiaries are only bound to the decision of the carriers insurance and as a broker we assume no risk in the transaction.
15. The credit period shall begin on the day following presentation of the freight bill. If the bill is presented or paid by mail, the postmark shall be accepted as evidence of the date of presentation or mailing.

ITEM 2 - SUITS FOR COLLECTION AND LIQUIDATED DAMAGES

1. Any suit arising from the payment and/or collection of carrier's freight charges shall be filed in Florida with the understanding and expectation of the parties to the bill of lading that such suit will be subject to the laws of the State of Florida and/or the United States of America.
2. Should carrier retain a third party to collect the charges accruing on the property covered by carrier's bill of lading, the party or parties responsible for payment of the charges will be liable to carrier for third party's fees in the amount of thirty-five percent (34%) of said total unpaid charges or \$200.00, whichever is greater in addition to reasonable attorney's fees.
3. When carrier is to receive payment from a consignor, consignee or a third party who has filed for protection pursuant to Chapter 11 of the bankruptcy Code (11 U.S.C. 1101 et Sea.) an additional service charge of ten percent (10%) of the carrier's line haul charges will apply. The service charge shall apply on all shipments transported by carrier on and after the effective date of the Chapter 11 filing date.
4. Should carrier file suit to collect the charges, the party or parties responsible for payment of such charges will also be liable to carrier for court costs and interest charges at the rate of eighteen percent (18%) per annum of the total unpaid charges, such interest to begin to accrue from the date bill of lading was issued, however, if the interest rate provided for herein is found to be usurious, the maximum interest rate allowed under applicable usury laws will be the chargeable interest rate.

ITEM 3 - LIABILITY

1. The carrier or the party in possession of any of the proper described in this bill of lading shall be liable only as provided for in 49 U.S.C. §14706.
2. Carrier shall have no liability for any loss or damage to a shipment caused by an Act of God, the public enemy, the authority of law, the act or default of shipper or the inherent vice or nature of a commodity. The carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or

impassible highway, or by lack of capacity of a highway, bridge, or ferry; or from a defect or vice in the property; or from riots or strikes.

3. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of necessity, carrier may forward a shipment via another carrier.
4. In no case will carrier be liable for any consequential, special, indirect, or exemplary damages including but not limited to the loss of income or profits, costs associated with delay or the delay of obtaining a replacement, regardless of whether carrier did or should have known that such damages were likely to occur as a result of the loss or damage.
5. All shipments are received as "shipper's load and count" with "contents and conditions of cargo unknown" unless Carrier inserts a contrary term on the face of the bill of lading. Carrier shall have no liability, except as otherwise permitted herein, where it is unable to verify the count and condition of cargo. Specifically shipments received wrapped in an opaque plastic or similar wrapping, obscuring the view of the contents of the pallet, are received per pallet, with no agreement as to the number of cartons or containers within said pallet, and no liability for shortage, except as to a full pallet.
6. As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment. Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), and claims of failure to make delivery must be filed within nine months from the date appearing on the bill of lading, or the first communication of loss between the parties whichever is earlier.
7. Suits for loss, damage, injury or delay shall be instituted no later than two years from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts 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 have no liability of any kind.
8. Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not void the policies or contracts of insurance.
9. If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by the telephone or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges based on carrier's tariff, shall start no sooner

than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expenses and without liability to the carrier. In the event of storage with carrier at its facility, carrier's warehouse terms and conditions shall apply and consignor and consignee shall be bound by those terms and accept them for itself and its assigns.

ITEM 4 - RELEASED VALUES/DECLARED VALUES/ LIMITATIONS OF LIABILITY

1. All rates are subject to the provisions in this Rule, unless Carrier and Shipper have agreed specifically otherwise in writing. Carrier shall be liable for loss, damage or delay of any shipment while in the possession or control of Carrier to the extent provided herein. Carrier hereby assumes the liability of a motor common carrier as provided in 49 U.S.C. 14706.
2. Shipper releases the value of the commodities shipped to the amount specified below (the "Released Value"), unless the shipper follows all the procedures in this Rule to declare a greater value. If more than one vehicle is required to transport a single shipment (i.e., an over flow shipment), the Released Value shall apply to the entire shipment.
3. The Released Value shall not exceed fifty cents, \$0.50 PER POUND, subject to a maximum of \$50,000 per truckload shipment, except as provided in the following paragraph.
4. For shipments of commodities in other than new condition, including but not limited to used agricultural implements or parts, used automobiles or vehicle parts, used electrical equipment or parts, or used machinery or parts, the Released Value shall not exceed \$.10 PER POUND, subject to a maximum of \$10,000 per truckload shipment. Shipper's failure to declare a commodity as "used" shall not alter the application of the Released Value.
5. For shipments or commodities including but not limited to electronics, electrical equipment, motorized equipment of any kind, printers, printing equipment of any kind, agricultural commodities, equipment with moving parts, refrigeration or heating equipment, commodities comprised in part of stainless steel, commodities susceptible to damage by rough handling, such goods shall be tendered to carrier in a fully enclosed (on all six sides) wooden crate, with proper internal blocking and bracing, meeting or exceeding the standards required by the NMFC, and attached to a properly sized and weighted skid allowing for proper fork lift handling. Shipments not tendered to carrier as outlined in this paragraph shall move at a released value of (\$.10) ten cents per pound per article. If the shipper wishes to declare a greater value, and carrier agrees to carry such susceptible articles, a written agreement in addition to a bill of lading with a declared value must be provided and shipper must pay in addition to the full undiscounted freight charges, \$5.00 per \$100 of declared value for the entire commodity. Carrier's maximum liability of \$100,000 per truckload shall be unaffected by, and remain as a maximum cap on damage claims, regardless any such choose between levels of liability.

6. Where the value of a single shipment exceeds the Released Value, Shipper must (1) notify Carrier in writing of the declared value prior to loading and (2) note the declared value on the bill of lading in the manner prescribed by this Rule. If Shipper fails to satisfy both requirements, Carrier's liability for any single shipment shall be the lesser of actual loss or damage or Released Value.
7. After being notified by Shipper, Carrier reserves the right to refuse to transport any shipment with value in excess of the Released Value if, in Carrier's sole opinion, it is unable to furnish the necessary and required safe, adequate, and suitable equipment, or for any other reasonable reason.
8. If Carrier accepts a shipment with a value in excess of the Released Value:
 - A. Shipper must provide Carrier prior to loading with written notice of the declared value of the shipment.
 - B. Shipper must include the following language prominently and legibly on the bill of lading: "The agreed or declared value of the property is specifically stated by the Shipper to not exceed \$_____ per _____."
 - C. Carrier shall assess Shipper a charge of \$5.00 per \$100 of declared value (not to exceed \$100,000), in addition to all other applicable charges.
9. Carrier's liability for any loss or damage to the shipment shall not exceed the lesser of the shipment's actual value or the shipment's declared value (not to exceed \$100,000), unless Carrier and Shipper have agreed in writing to some other value prior to loading.
10. Both the Released Value and the Declared Value shall be deemed to relate to the gross weight of each separate package or to the weight of each loose article not enclosed in a package, and to the shipment as a whole. In case of loss or damage, the amount recoverable by Shipper will be the lesser of (1) either per pound Released Value or the Declared Value, whichever is applicable, multiplied by the gross weight of the package, or (2) the actual loss or damage.
11. All claims for loss, damage and salvage shall be handled and processed in accordance with the regulations of the United States Department of Transportation and the Federal Highway Administration as published in and as may be amended in Title 49 of the Code of Federal Regulations. All claims for recovery by Shipper as provided herein and as to each shipment must be filed in writing with Carrier within nine (9) months of date of delivery or non-delivery of that shipment, and must include all information required by the Operating Rules. Any suit brought to enforce such claim shall be brought no later than two (2) years from the date of written denial of the claim or any part of it by Carrier. In no event shall Carrier be liable for special, incidental or consequential damages regardless of its knowledge.
12. Carrier assumes no liability for loss or damage to cargo except for shipments within the

United States or Canada.

13. Expedited or premium services will have no effect on Carrier's limitations of liability. Standard limitations and released values apply to all shipments, unless a specific agreement to increased value has been written into the bill of lading and executed by Carrier and Shipper.
14. Declared value can not be more than actual invoice cost of the goods shipped.
15. PERILS EXCLUDED: This additional carrier liability does not insure against loss or damage caused by or resulting from the following:
 - a. Delay, loss or market, loss of use, interruption of business or consequential damages.
 - b. Mechanical breakdown, inherent vice or defect, wear and tear, insects, vermin, or gradual deterioration.
 - c. Neglect of the Assured to use all reasonable means to save and preserve the property at the time of or after any loss or damage.
 - d. Nuclear incident, radiation, contamination, controlled or uncontrolled, while shipments are in possession of Carrier.
 - e. Act or omission of the shipper, consignee, or shipper's agent, particularly in preparing, packaging, loading, securing, or unloading the shipment.
 - f. Act of God.
16. Claimant must provide notice of claims for concealed loss or damage within 5 calendar days of delivery so Carrier can respond with a proper inspection of the freight and circumstances. Any loss or damage to goods not reported to Carrier within 5 days is waived by the shipper, and determined to be due solely to the consignee. Failure to advise Carrier timely will lead to the claim request being denied. A clean bill of lading or delivery receipt with no exceptions taken shall constitute evidence of delivery in good condition rebutting any presumption of damage during carrier possession.
17. When rates are subject to a released valuation being stated on the bill of lading and the shipper fails or declines to indicate an acceptable valuation on the bill of lading at the time of shipment, the shipment will be considered as being released to the lowest valuation provided and the shipment will be transported and charged for subject to such limitation of such liability. This part applies only when released valuation is required in order to determine a rate and does not apply when the shipper has the option to release or not to release a shipment as to value.
18. Where a shipment is marked as shipper load and count, carrier shall have no liability for shortage or damage resulting from loading, unless shipper can demonstrate the patent nature of the shortage or likelihood of damage.

ITEM 5 - REFUSED FREIGHT

Undamaged Freight that is refused for reasons not carrier caused that, due to quantity, must be disposed of in a landfill or dumpsite will be assessed a charge of \$100.00 per shipment in addition to charges assessed by the landfill or dumpsite.

Foodstuff items refused for alleged infestation, odor contamination or loading with non prohibited commodities may be lab analyzed at the sole discretion of Carrier. If the results of the analysis prove non infestation, no odor contamination or no harm from products loaded with the refused shipment, Carrier will bill the cost of the lab analysis to the owner of the goods. The owner of the goods will be notified and the goods placed On-Hand pending receipt of the analysis report. Storage charges will not apply if the report shows justification for refusal and the lab fees will be paid by Carrier.

ITEM 6 - BILLS OF LADING

1. When property is tendered to Carrier, an Inland Bill of Lading form should be used.
2. Consignors may furnish and use their own formatted Bills of Lading if such Bills of Lading meet all the requirements of the Inland Bill of Lading form and contain such information as identification and location of the consignor and consignee, commodity descriptions, declared value box, notice of limitations of liability, incorporation of carrier's tariff, and other information pertinent to the shipment, including the complete description of all the articles in the shipment. However, the terms and conditions of Inland's Bill of Lading shall be binding regardless of the form used.
3. The name and address of only one consignor and one consignee must be shown on the Bill of Lading. Commodity word descriptions must be used and be accurate; however, appropriate, understandable, abbreviated descriptions may be used if the governing classification item numbers and appropriate sub numbers are also shown. The number of articles, packages or pieces and the kind of packages must be shown. The weight, volume or measurement of the articles must be shown if the applicable rates or charges are based on units of weight, volume or measurement. If it is not clearly indicated on the bill of lading whether the freight charges are to be prepaid or collect, the shipment will be handled as if the charges are to be collect. Charges to a third party payor may be either prepaid or collect according to the terms indicated on the bill of lading.
4. Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those indicated in the carrier's Bill of Lading in effect on the date the shipment was tendered to the carrier. Only carrier personnel with the title of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. No other person(s) is authorized. Where a Bill of Lading other than the carrier's Bill of Lading, issued by the shipper, is signed for by the carrier's driver or other person, that signature only acknowledges receipt of the freight and identifies the entity to deliver. It is not the contract for the carriage of freight.

Continued use of an unauthorized Bill of Lading by the shipper will not constitute an implied acceptance by the carrier.

5. Reference made to "Tariffs" or "Tariffs on File" mean Tariffs contained in the carrier's files. Such Tariffs shall be available to shippers on request to the extent that they apply to the shipper.
6. Consolidated bills of lading: When a carrier receives two (2) or more shipments from the same shipper, on the same date, at the same place, consigned to the same consignee at a single place, the carrier, at its option, may combine the bills of lading for all such shipments into a master bill of lading and handle all such shipments as a single shipment. Such consolidated shipments shall be subject to all rules, regulations and charges that would apply if they had all been tendered to the carrier as a single shipment.

ITEM 7 - WEIGHING AND INSPECTION OF PROPERTY

1. Carrier shall have the right, but not the duty or requirement to weigh, re-weigh, or inspect cargo for condition, packaging, and preparation for the normal rigors of interstate transportation by motor carrier.
2. Carrier shall have the right, but not the duty or requirement to reject, refuse to carry or return to shipper any commodity improperly weighted, packaged, or prepared for transportation. Carrier's failure to reject or refuse such carriage is not evidence an approval or acquiescence to the weight, packaging or preparation.
3. If the description or other information contained on the bill of lading is incomplete or is believed to be incorrect, the carrier or carrier's agent will take necessary actions to determine the correct information. Actions may include: reweighing products to determine gross weights, inspection of the product, computations on density or other such actions necessary to properly establish facts regarding the shipment characteristics.
4. When an inspection by carrier results in a reclassification of the contents of the shipment and the change results in an additional net freight charge of 10% of revenue or more, a charge of \$16.00 per shipment will be applied. The charge shall be the responsibility of the party responsible for paying the freight charges and shall be in addition to all other applicable charges.
5. The charge will not apply if the minimum weight or minimum charge in any of the following rules is used to determine final charges:
 - a. Capacity Load minimum charge.
 - b. Cubic capacity and Density minimum charge.
 - c. Over Dimension minimum charge.
6. Carrier reserves the right to verify shipment weight and make adjustments as necessary by use of electronic portable scales. Carrier verifies that such scales are "for trade" and meet all local and state laws regarding accurate weight within 1% tolerance of actual weight.
7. If the weight determined by the carrier exceeds 10% from the original weight on the bill of lading, a charge of: \$16.00 per shipment will be made for verifying the correct weight.

Shipments tendered to carrier with no weight shall be exempt from this provision.

ITEM 8 - NO WAIVER OF RIGHTS TO COLLECT FREIGHT CHARGES

Absent an express waiver by the carrier in writing to collect its freight charges from the consignor, consignee, and or rightful owner of the property transported, carrier's rights of collection, including its lien rights, and right to liquidated damages, shall not be in any way limited or hindered. A shipper's choice of arranging transportation through a broker shall have no effect on Carrier's right to collect the freight charges from consignor, consignee, or rightful owner. The presence of a "Bill to" party on the bill of lading shall have no effect on Carrier's rights to collect from any party liable for the freight charges including but not limited to the consignor, consignee, broker, or rightful owner.

ITEM 9 - COLLECT ON DELIVERY (COD) SHIPMENTS

1. Collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

SECTION 1—Carrier will not accept COD shipments when the amount to be collected exceeds \$10,000.00. If a shipment with a COD amount over \$10,000.00 is inadvertently accepted, Carrier's maximum liability will be \$10,000.00 if the COD amount is not collected. Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading-Short Form" or "Straight" bill of lading forms as shown in the NMFC. The letters "COD" must be stamped, typed or written on all bills of lading and shipping order immediately before name of consignee; OR, "COD" in red letters at least one inch in height with thickness of stroke ¼ inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders. Only one COD amount may be shown and may not be subject to dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on bill of lading and shipping order. On Straight Bills of Lading-Short Form there must be shown in the space provided for this purpose or in the lower left hand corner space provided for description of articles, special marks and exceptions, the following information:

Collect on Delivery, \$_____ and remit to:

_____ State _____ Zip
COD Charge to be paid by:
Shipper _____ Consignee _____

SECTION 2--Each package must be plainly marked, labeled or tagged by consignor showing letters COD and the name and address of consignor and consignee in accordance with Item 580 of the NMFC.

SECTION 3--COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be tendered on one bill of lading.

SECTION 4--If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the Bill of Lading and the shipping order must show the following information:

"Attached invoice (or invoices) to accompany shipment to destination."

SECTION 5--COD shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person.

SECTION 6--COD shipments will not be accepted for transportation subject to inspection or trial by consignee or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with bill of lading contract. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carriers are responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carriers are not responsible, in circumstances, to seek or remit the COD amount to the consignor or owner of goods.

SECTION 7--Intoxicating beverages may be handled COD only under the provisions provided by State Laws of the State in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated.)

SECTION 8--The amount of COD bills for COD shipments must be cSECTION 15--The carrier shall not be liable for the collection of the COD amount whenever either of the following two conditions apply:

(a) When the shipper fails to mark the Bill of Lading, Shipping Order and Packages in compliance with Sections 1 and 2 of this item,
or

(b) When the carrier inadvertently fails to collect the proper COD amount and the shipper files no claim for same within 30 days of the shipment's delivery.

NOTE A--The limit on the amount of cash that will be accepted does not apply when COD shipments are picked up by the consignee, or his agent at carrier's terminals.

ITEM 10 - MISCELLANEOUS RULES:

DETENTION:

The following rule applies to all shipments and only when vehicles are delayed at the place or places of pickup or delivery and only when such delay is attributable to the consignor, consignee, or others designated by them.

Nothing contained herein shall require the carrier to assess charges when the delay or detention of vehicles was in the best interest of the carrier.

FREE TIME - Shipments will be allowed two hours free time for the loading and two hours free time for the unloading. Any time in excess of the two hours free time will be charged for at a rate of \$60.00 per hour or fraction thereof for Van or Flatbed equipment; \$80.00 per hour or fraction thereof for Stretch, Pole, Single-Drop or Step-Deck equipment; \$100.00 per hour or fraction thereof for Specialized equipment not otherwise provided. Unless otherwise requested by the consignor and/or Consignee, detention charges shall not accrue between the hours of 6:00p.m. and 7:00a.m., unless the designated time for pickup and/or delivery has been requested by the shipper and/or consignee to be between

6:00p.m. and 7:00a.m.

When a vehicle is both unloaded and reloaded, each transaction will be treated as independent of the other. Free time for loading shall not begin until free time for unloading has expired.

Nothing in this rule shall require the carrier to pick up or deliver freight at hours other than such carrier's normal business hours.

SECUREMENT:

1. Carrier's duty to secure loads as provided by federal or state regulations shall only extend as far as those specific regulations in effect on the date(s) of transportation. Such securement shall only be for the benefit of the general public, and is solely for the purpose of ensuring the safe operation of the Vehicle, and not for the safe transport of property or cargo.
2. Where consignee or consignor or the agent of either is responsible for directing or performing the loading and securement of specific commodities, any damage or loss as a result of such failures shall be borne solely by the consignor, consignee or its agent or rigger. Carrier is not an expert in the securement of all commodities for the safety of the commodity and absent specific direction may chain, strap, block or brace commodities in any manner it sees fit and which will provide for safe operation of Vehicles with no liability for damage resulting from such securement.

IMPRACTICABLE OPERATIONS:

1. Carrier shall not be required to perform pickup or delivery service at any location from or to which it is impracticable to operate vehicle because of:
 - A. The condition of roads, streets, driveways, alleys, or approaches thereto;
 - B. Inadequate loading or unloading facilities;or
 - C. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.
2. When a request by consignor, consignee, or owner of the shipment requires that carrier's equipment leave improved streets or highways for the purpose of loading or unloading by consignor, consignee, or owner, any damage done to carrier's equipment resulting from such loading, unloading, towing, pushing or wenching shall be at the expense of the consignor, consignee or owner, whichever made the request.
3. On shipments picked up or delivered at places NOT located on improved highways or streets, carrier will NOT be responsible for damages. Carrier will NOT be responsible for damage to ground surface, building or vegetation or other property.

SPECIAL PERMITS

When Federal or State Laws or Regulations require the securing of special permits prior to or during the transportation of shipments, the following will govern:

When special permits are required (i.e., axle taxes, heavy use taxes, additional fuel taxes and etc.), the securing of such permits shall be at the expense of the shipper or consignee. The cost of the special permits and any telephone or telegraphic expense incurred by the carrier shall be added to the carrier's freight bill, subject to a minimum transaction fee of \$10.00.

REFUSED OR UNCLAIMED FREIGHT

If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because of an error or omission on the part of the consignor, and through no fault of the carrier, the shipper or owner will be immediately notified and disposition requested.

Any shipment undelivered when returned to the shipper shall be returned at the applicable tariff rates from the point of return as origin to the original origin of the shipment (the destination of the returned shipment). This shall be in addition to the charges from original origin to point of return.

Undelivered shipments will be subject to applicable storage or detention charges.

CONTROL AND EXCLUSIVE USE OF TRAILER

Except as provided in Section 2 of this item, no shipment is entitled to the Exclusive Use of the trailer or doubles trailer in which it is to be transported and the carrier has control of the trailer or doubles trailer with the unrestricted right to:

1. Select the trailer for the transportation of a shipment.
2. Transfer the shipment to another trailer.
3. Load other freight on the same trailer.
4. Remove locks or seals applied to the trailer.

EXCLUSIVE USE OF TRAILER

When the Exclusive Use of a trailer is provided by the carrier at the request of consignor or consignee, the following provisions will apply:

1. Charges will apply to each trailer or doubles trailer used to transport the shipment.
2. The request must be given in writing or placed on the Bill of Lading and Shipping Order.
3. When Bill of Lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
4. The trailer or doubles trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph 5.
5. In the event a lock or seal has been removed from a trailer or doubles trailer, the carrier will immediately re-lock or re-seal the trailer or doubles trailer and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the trailer or doubles trailer except at the

instruction of the consignor or consignee.

6. Freight charges for shipments moving under provisions of this rule will be computed at the applicable TL charge or TL rate at the TL minimum weight, or actual weight if greater, subject to a minimum charge based on:
 - (a) \$3.90 per mile for a trailer or a set of 2 doubles trailers, subject to a minimum charge of \$1500.00.
 - (b) \$2.60 per mile for a doubles trailer, subject to a minimum charge of \$1,000.00.
7. Charges are to be paid or guaranteed by the party requesting the services and the non-recourse stipulation on the bill of lading may not be executed. (This paragraph is not applicable on shipments moving on government bills of lading.)
8. When the request for exclusive use of trailer or doubles trailer is made by the consignor or consignee after shipment has been receipted for and is in possession of the carrier, the carrier will, if possible, intercept the shipment and convert it to exclusive use of trailer or doubles trailer service over as much of the route as possible. The party making the request must confirm in writing, and must guarantee charges. Such written verification will be preserved by the carrier and be considered as part of the bill of lading contract. Charges will be assessed as provided in Paragraph 6 between the point of origin and point of destination.