

Rules Tariff 300

October 2024

R. M. MCGRAW

TRANS AMERICAN TRUCKING SERVICE, INC. 115 St Nicholas Ave, South Plainfield, NJ 07080

TRANS AMERICAN TRUCKING SERVICE, INC.

FREIGHT & WAREHOUSE RULES TARIFF TNAS 300 CANCELS 100B

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ITEM 100

This tariff is governed by the National Freight Classification tariff NMF 100 and Prophecy Mileage version 8212.

ITEM 110 - CUSTOM/INBOND SHIPMENTS

On In bond shipments, a charge of \$200.00 (two hundred dollars) will be assessed in addition to all other charges.

ITEM 115 – IMPORT/EXPORT TRAFFIC

These charges are in addition to all other applicable charges.

- A. Between points in NJ, when shipments originate or destined to NJ piers. Minimum Charge \$375.00 (three hundred seventy-five dollars).
- B. From points in NJ & NY, when shipments originate or destined to NY piers: Minimum charge \$650.00, (six hundred fifty dollars).
- C. From NY piers to points in NJ & NY. Minimum charge\$650.00 (six hundred fifty dollars).

ITEM 120 - FILING OF CLAIMS

- A. Claims in writing required.

A claim for loss, damage or delay to cargo will not be voluntarily paid by carrier. Unless filed in writing, as provided in subparagraph (b) below, with carrier issuing the bill of lading, warehouse receipt, or delivery receipt within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto. Provided further, all prepaid shipments are paid in full by the consignor, and Collect shipments are paid in full by the consignee.

- B. Minimum filing requirement.

A communication in writing from a claimant, filed with proper carrier within the time limits specified in the bill of lading or contract of transportation or warehousing, and (1) containing facts

sufficient to identify the cargo or property involved, (2) asserting liability for alleged loss, damage, or delay, and (3) making claims for payment of a specified determinable amount of money, will be considered as sufficient compliance with the provision for filing claims embraced in the bill of lading or other contracts for carriage or warehousing.

C. Documents not constituting claims.

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents or inspections reports issued by shippers, receivers or third parties, whether the extent of the loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carrier or warehouse 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 “\$100.00 more or less,” the carrier for against whom such a claim is filed will determine the condition of the cargo or 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 claim in writing and for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.

ITEM 125 - ACKNOWLEDGMENT OF CLAIMS

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

The carrier will at the time each claim received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, its possession, the shipping order and delivery receipt, if any covering the shipment involved. At the time such claim is received the carrier will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear in the carrier’s written acknowledgment of receipt to the claimant.

ITEM 130 - INVESTIGATION OF CLAIMS

- A. Prompt investigation required. Each claim filed against a carrier in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.

- B. Supporting documents. When a necessary part of an investigation, each claim must be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an exact copy made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices and values, with the trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that, where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price the property involved has not been sold, or where the property has been transferred at the bookkeeping values only, the carrier will, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.
- C. Verification of loss. A prerequisite to the voluntary payment by a carrier of a claim for loss of an entire package or entire shipment will be the securing by it of a certified statement in writing from the consignee of the shipment from any other source.

ITEM 135 - DISPOSITION OF CLAIMS

Each carrier which receives a written claim for loss or damage to cargo or property or for delay will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by carrier; provided, however, that after the receipt thereof, the 60 day period while the claim remains pending, advise the claimant in writing of the stature of the claim and the reason for the delay in making final disposition thereof and it will retain a copy of such advice to the claimant in its claim file thereon.

ITEM 140 - PROCESSING OF SALVAGE

Whenever cargo or material, goods or other property transported or warehoused 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, the carrier, after giving due notice, whenever practicable to do so, to the owner or 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 directly or by the employment of a competent salvage agent. The 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. The carrier will make an itemized record sufficient to identify the property involved, and claim, if any filed thereon. The carrier will assign to each lot of such property a successive lot number and note that lot number on its record of shipment, warehouse receipt and claim, if any claim is filed thereon.

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

Upon receipt of a claim on a shipment or storage property on which salvage has been processed in the manner hereinbefore described, the carrier will record in its claim file thereon the lot 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 same.

ITEM 145 - DAMAGED SEA OR SHIPPER OWNED CONTAINERS, INCLUDING NATURAL DISASTERS

Carrier assumes no responsibility for demurrage on any container or contents received in damaged condition when noted below:

The following form will be sent in writing via mail, fax, or email to the owner/shipper of the subject damage container or contents.

“The container # _____, carrier/warehouse took possession of on date _____, has damaged noted by pier/or has visible damage upon opening at carriers facility.

Prior to Trans American Trucking Service, Export Packing Warehouse proceeding with any further work, we are offering you the option to have a surveyor examine the damage or to release TRANS AMERICAN or its subsidiaries from any liability concerning this property.

Please sign on the appropriate line and return to:

fax: 908-379-3005, email: safety@transamer.com, or Postal, Fed Ex, UPS to TRANS AMERICAN, 115 Saint Nicholas Ave, South Plainfield, NJ 07080.

I hereby release Trans American Trucking Service Inc. from any liability concerning this container or contents therein.

By _____, print

Owner/Agent _____

_____ signature

I wish to have the container/contents examined by a representative of our choosing.

By _____, print

Owner/Agent _____

_____ signature

Date _____

Please be advised that any delay resulting in demurrage of the container is shipper/owner’s responsibility.

ITEM 150 - COLLECTION OF CHARGES

- A. Carrier will not deliver or relinquish possession of any property transported or stored by it until charges for all rates, negotiated or contract, thereon have been paid in full by payments of cash, money order, bank check, credit card, or wire transfer, except where other satisfactory arrangements have been made between the carrier, consignor, or consignee in accordance with the state, and federal rules and regulations in effect at the time of shipment.

- B. Nothing herein shall limit the right of the carrier to require at the time of shipment, the prepayment in part or in full, or guarantee of the charges.
- C. All lawful charges are guaranteed by the shipper/ owner of the property.
- D. Credit may be extended up to 15 days from the billing date in accordance with EX PARTE NO. MC-1. After 15 days a late charge of 2 ½ % per month of the unpaid balance will be assessed in addition to all other charges.
- E. All invoices for due freight charges not paid from the billing date of the original invoice will, at the discretion of the carrier, be entered for collection. At such time as such unpaid invoice is entered for collection as provided by this rule, the payor of the freight charges will receive written notification that the additional charges provided by this rule will apply. The term “entered for collection” shall mean the assignment of the unpaid invoice to a commercial collection agency, the initiation of the unpaid invoice of litigation to collect any amounts due carrier by an attorney selected by carrier, or any collection efforts initiated by carrier with employees or agents of the carrier. The following charges will apply to all freight bills entered for collection. In the event an unpaid invoice is assigned to a commercial collection agency and the balance owed is collected prior to any court action by that collection agency a penalty charge of 35% of the unpaid amount, inclusive of any accrued interest charges will be added to the unpaid balance. In the event an unpaid invoice is assigned to a commercial collections agency or the carrier initiates court action and the balance owed is collected subsequent to the initiation of any court action by that collection agency or carrier a penalty charge of 50% of the unpaid amount inclusive of any accrued interest charges, will be added to the unpaid balance.
- F. When freight charges for a contract or negotiated rate are not paid in full within 30 days of the billing date, the rates will be assessed a penalty of 25%, in addition to all other charges.

ITEM 155 - COMMERCIAL ZONES

Rates and charges named herein apply from, to or between all points including the commercial zones for all such points.

ITEM 160 - DETENTION AND LAYOVER OF VEHICLES

- A. These rules apply when carriers vehicles, including tractor, trailer, escort cars, flagmen & all accessory vehicles and persons are delayed at the premises of the shipper, consignor, consignee or other places designated by same, subject to the following provisions:
 - i. This rule applies when vehicles, and personnel are delayed or detained at the place of pick-up or delivery, and only when such delay is attributable to the consignor, consignee, or others designated by them.
 - ii. When detention charges are attributable to others who are not parties to the bill of lading, the party responsible for the payment of the freight bill will be responsible in full for all and any accrued detention time.
- B. Free time for all shipments shall be two (2) hours commencing with the notification by the driver to the responsible representative of the consignor or consignee at the place of pick-up or delivery of the arrival of the vehicle/s for loading or unloading, as the case may be, either on the premises or as close thereto as conditions will allow, detention time will end upon completion of the loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery as the case may be.

- C. The minimum charge per hour after the expiration of free time shall be charged at the rate of \$100.00 (one hundred dollars) per hour or fraction thereof per tractor/trailer combination for non-permit (legal shipments) and \$150.00. (one hundred fifty dollars) per hour or fraction thereof per tractor/trailer combination, in addition to any addition over-dimensional permits and associated costs. Maximum charge for any 24-hour period will be \$2400.00 (twenty-four hundred dollars).
- D. After the expiration of free time as shown in section b, the following charges will be assessed on equipment requiring special equipment:

Capacity of trailer	Rate per hour
40-50 tons	\$100.00
51-60 tons	\$150.00
61-75 tons	\$200.00
76-100 tons	\$300.00
101-150 tons	\$500.00
151-200 tons	\$800.00

- E. All detention charges will include Saturdays, Sundays, and Holidays.
- F. When due to circumstances beyond control of carrier layover of equipment is required the following charges will apply in addition to all other charges:
 - i. Legal loads: \$450.00 (four hundred fifty dollars) per day/night layover.
 - ii. Over dimensional loads: width to 12' wide. \$750.00 (seven hundred fifty dollars) per day/night, plus the cost of any additional permits that may expire and be re-ordered. In excess of 12'wide and or 14' overall height \$850.00 (eight hundred fifty dollars) per day/night in addition to additional permits ordered.
 - iii. Escort/flagmen: \$225.00 (two hundred dollars) per day/night in addition to all other charges.
- G. Appointment pick-up/ delivery scheduled by shipper/receiver: \$450.00 flat rate in addition to all other applicable charges in section 160.

ITEM 165 - DISTANCES

Except as otherwise provided in this tariff, distances shall be computed according to mileage guide, "Prophesy version 8212", and any supplements or successive issues thereto, between points of origin and destination of the shipment, subject to paragraphs (a) through (d) below:

- A. For distances from or to points not covered by the mileage program referred to above, the actual mileage via the shortest practicable route will be used, except that the mileage program will be used for such portion of the distance as may be provided herein or ascertainable there-from.
- B. Where consignee or consignor request transportation of a shipment over a longer route than the shortest available regularly traveled highway route, the mileage via the route of movement will be used as provided herein.
- C. When shipments move under special permits as required by or obtained from a municipal, state, federal agency or commission, which specifies the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the specified in the special permit/s, as ascertained by the mileage program above.

ITEM 170 - PICKUP OR DELIVERY SERVICE

- A. Except as otherwise provided, the rates named in this tariff include pickup and delivery service to all points within the limits of the cities, towns, villages and other points from and to which the rates apply, and as to include any shipment, only one pickup, and only one delivery.
- B. Saturday and Sunday pickup and delivery as requested by shipper, consignee, or other party, will be provided at a minimum charge of \$850.00 (eight hundred fifty dollars) per day, in addition to all other charges.
- C. If a pick up or delivery sight is deemed not safe for access of carriers equipment, payor of the freight must remedy the sight at no cost to carrier. Detention and layover terms apply in addition to all other charges.
- D. All shipments will be shipper load, consignee unload.

ITEM 175 - PROTECTION OF COOLING SYSTEMS AND BATTERIES

Anti-freeze protection for shipments and warehousing must be supplied by the shipper or his agent, carrier will assume no responsibility for any damage caused by freezing. Carrier will not be responsible for damages caused by leaking braked fluid, battery units, cooling systems, or any other liquids.

ITEM 180 - CONTROL, EXCLUSIVE USE, AND EXPEDITED SERVICE OF VEHICLES

When a consignee or consignor request exclusive use or expedited service of a vehicle the following provisions will apply:

- 1. Charges will apply to each vehicle used to transport a shipment.
- 2. The request must be given in writing or placed on the bill of lading and shipping order, or when shipping instructions prohibit the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
- 3. Charges are to be paid by or guaranteed by the party requesting the service and the non-recourse stipulation on the bill of lading may not be executed.
- 4. The charges for the above services will be by negotiated rates for each shipment tendered.
- 5. Does not apply for the US Department of Defense, except when no other exclusive use rates are published in individual tenders.

ITEM 185 - EXTRA DRIVER

When a shipper or consignee or their designated agent specifies that a two-man team (extra driver) is required on a specific shipment, and additional charge of \$2.00 (two dollars) per mile will be assessed in addition to all other charges. Detention of the vehicle will result in an additional charge of \$75.00 (seventy-five dollars) per hour, per driver with no free time allowance, including Saturdays, Sundays, and Holidays.

ITEM 190 - AIR RIDE EQUIPMENT

When air ride equipment is requested and furnished for a shipment, the charges will be as follows (in addition to all other charges):

Air ride tractor --- .40 cents per mile

Air ride trailer --- .40 cents per mile

Minimum charge: \$200.00 (two hundred dollars)

ITEM 195 - RECONSIGNMENT OR DIVERSION

Shipments transported under the rules and regulations of this tariff may be diverted or re-consigned, subject to the following rules, regulations, and charges:

- A. The terms “diversion” or “re-consignment” mean:
 - i. A change in the name of the consignor or consignee.
 - ii. A change in the destination.
 - iii. Any instructions given by consignor, consignee, owner, or their agent, necessary to effect delivery or requiring an addition to or change in billing or additional movement of the motor vehicle or both.
- B. A request for diversion or re-consignment must be made in writing or confirmed in writing and the original bill of lading must be surrendered or proof of ownership established by other means.
- C. When an order under these rules is received by the carrier, diligent effort will be made to locate the shipment and effect the change desired while in the carriers possession, but as such the carrier will not be responsible for failure to effect the change ordered unless such failure is due to the error or negligence of its employees.
- D. A charge of \$200.00 (two hundred dollars) will be made for each such shipment diverted or re-consigned under these rules, in addition, any additional mileage, detention time, layover time, and if over-dimensional, permit costs will be charged in addition to all other charges.

ITEM 200 - EQUIPMENT MODIFYING

If it is necessary to modify or change equipment to handle a shipment or shipments, the cost to do such modifications as well as the cost of returning the equipment to its original status and condition, will be borne by the party requesting the modification, as the case maybe.

ITEM 205 - COD SHIPMENTS

Any shipment which is “COD” where a check, money order, or cash is to be picked up from the consignee for the shipper for the cost of the commodity where the carrier is supplying a special service to the shipper there will be a charge of 1% (one per cent) of the total amount for that special service to be paid by the requestor of the service, in addition to all other charges.

ITEM 210 - SHIPPER LOAD-CONSIGNEE UNLOAD

All rates and charges are based upon shipper load, consignee unload. Where driver or company is required to assist in the loading or unloading of a shipment a charge of \$100.00 (one hundred dollars) per hour, minimum 4 (four hours) charge to be assessed in addition to all other charges.

ITEM 215 - ESCORTS, FLAGMAN, HELPERS

Charges for the following services are as follows:

ESCORTS --- \$2.50 (two dollars and fifty cents) per mile per vehicle. Min. charge per vehicle \$550.00 (five hundred fifty dollars).

FLAGMAN --- \$500.00 (five hundred dollars) per day or fraction thereof. Min charge \$500.00 (five hundred dollars) per flagman.

HELPERS --- \$250.00 (two hundred fifty dollars) per day or fraction thereof. Min charge \$250.00 (two hundred fifty dollars) per helper.

Note A.

Charges for detention of equipment due to conditions beyond the control of the carrier including Saturdays, Sundays, or Holidays:

Escorts: \$30.00 (thirty dollars) per hour or fraction thereof per vehicle.

Flagmen: \$25.00 (twenty-five dollars) per hour each or fraction thereof.

Helpers: \$20.00 (twenty dollars) per hour each or fraction thereof.

Note B.

When detention of equipment causes overnight layover an additional charge of \$225.00 (two hundred twenty-five dollars) per night will be included in the detention charges, per escort, flagman, or helper, including Saturdays, Sundays, and Holidays.

ITEM 220 - UNSAFE OPERATIONS

- A. Nothing in this tariff shall be construed to obligate the carrier to accept for transportation any freight which, due to size or weight or both size and weight, cannot be handled safely in or on its equipment or any freight originating or destined to points involving movements over streets or highways, the condition of which would make the operation of the equipment unsafe or hazardous.
- B. When because of road, highway, or structures thereon conditions or lack of suitable access roads to or from a pickup or delivery point, carrier is required to or deems necessary to modify or improve the roadway or structures thereon to provide suitable and safe passage of the equipment, all costs will be back charged to the payor of the freight charges all costs, plus a 20% (twenty per cent) handling charge by carrier to cover all costs to accomplish a pick up or delivery.

ITEM 225 - VEHICLE FURNISHED BUT NOT USED

- A. When carrier is requested to furnish equipment at a designated point and such equipment is furnished but not used (through no fault of the carrier), a charge of \$1. 50 cents per mile (one hundred fifty cents) per terminal will be made for the distance traveled from the carriers point of dispatch to the designated point plus return mileage to the point of dispatch origin, subject to a minimum charge of \$300.00 (three hundred dollars), per vehicle not used. In addition, if carrier was required to procure special permits and charges were advanced by carrier to obtain such

special permits and licenses, all such expense and charges will be collected from the consignor or consignee as provided in this tariff.

- B. If after arrival of carriers vehicle or vehicles at the place of loading designated by the consignor, consignor fails to tend a shipment for the transportation, or informs the carrier that shipment will not be tendered, a charge of any waiting time after 1 hour (one hour) will be charged at: \$100.00 (one hundred dollars) per hour or fraction thereof for any type of equipment with a maximum charge of \$2400.00 (twenty four hundred dollars) in each twenty four hour period.

ITEM 230 - WEIGHTS - GROSS WEIGHTS AND DUNNAGE

Rates and charges will be computed on the gross weight of the shipment, including the weight of the temporary flooring, blocking, racks, standards, stakes, or similar bracing, dunnage, or supports. Carrier reserves the right to weight shipments where facilities for weighing are available at the point of origin, en routed or at destination. Scale tickets shall show gross, tare, and net weights. If facilities are not available, the shipper shall furnish the carrier with a statement, in writing, indicating the gross weight of the shipment tendered. Such statement shall be evidence of the weight of the shipment.

Unless otherwise provided for in individual items of specific tariffs on shipments in excess of the maximum truck load weight, charges will be assessed on the basis of the "cwt" rates derived by dividing the gross freight charges accruing on the maximum allowable weight, by the "cwt".

When carrier is requested to secure a certified public scale weight ticket for any shipment or vehicle(s), a charge of \$100.00 (one hundred dollars) per weight ticket for reweighing obtained in addition to the fee assessed to the carrier by the weighmaster for the use of the certified public scale, fee for each ticket, empty or loaded, to be paid by requestor of the weighing.

When freight is loaded in "Less than truckload" or "truckload" quantities onto carriers equipment, in conformity with the packing requirements, and is loaded on pallets, carrier "WILL NOT BE RESPONSIBLE FOR" the interchange, return, loss, damage, and/or cost of repair or replacement of said pallets.

ITEM 235 - SPECIAL SERVICES - SHOWS AND EXHIBITIONS

When any shipment is shipped from or to an exhibition hall, show, or display, a surcharge of 20% (twenty percent) will be added to the negotiated rate in addition to all other charges.

ITEM 240 - SPECIAL SERVICES - CONSTANT SURVEILLANCE SERVICE

Shipments which bill of lading require constant surveillance service will be subject to a charge of \$1.00 (one dollar) per mile, and subject to ITEM 215 of this tariff, in addition to all other charges.

ITEM 245 - SURVEYING - ROUTES AND EQUIPMENT

When it is necessary for carrier to conduct a survey for movement of a shipment or determine whether a shipment will be movable on highway routes, upon request of the owner, shipper, a negotiated price will be quoted in writing to the owner/ shipper, any additional charges accrued during the process of surveying will be charged according to other items in this tariff.

ITEM 250 - SHIPMENTS DESTINED TO OR ORIGINATING AT PIERS, DOCKS, OR WAREHOUSES

When carrier is requested to, or required to make payment of:

Charges due the pier of terminal operator on cargo while in the possession of the pier, terminal operator, or warehouseman, charges for the wharf usage or top wharf fare, loading or unloading charges to longshoreman, stevedores, and public loaders, such charges so paid or advanced by carrier plus a service charge of 15% (fifteen per cent) of the amount so paid or advanced by the carrier shall be added to the freight bill and shall be in addition to all other lawfully applicable charges.

ITEM 255 - WAREHOUSE TERMS AND CONDITIONS, RECEIPTS, RELEASED VALUES

It is agreed that the "Trans American Trucking Service, Inc." Warehouse Contract Terms and Conditions ("Terms and Conditions") electronically published at https://www.transamer.com/uploads/RULES_TARIFF_300_2020-COVID_NOTICE.pdf, as amended, which are by this reference incorporated, shall govern the agreement of the parties. A copy of the Terms and Conditions may or may not be physically attached to documentation utilized by and between the parties. In the event of any conflict between documentation of transactions between the parties and the Terms and Conditions electronically published, the electronically published provisions shall control. The parties explicitly acknowledge that the Terms and Conditions will be amended from time to time and expressly agree that any dispute between them shall be governed by the electronically published Terms and Conditions existing at the time that any dispute arises regardless of whether those provisions are the same or different than those previously existing.

SECTION 1 - DEFINITIONS

- a) As used in this Warehouse Receipt or Contract and Rate Quotation (collectively and/or alternatively "warehouse receipt") the following terms have the following meanings:
- b) STORER means the person, firm, corporation or other entity for whom the GOODS described herein are stored and to whom this Warehouse Receipt is issued and anyone else claiming an interest in the GOODS.
- c) COMPANY means Trans American Trucking Service, Inc., as used in Sections 9 and 10 hereof includes officers, directors, employees and agents of the COMPANY while acting within the scope and course of their employment.
- d) LOT means Unit or units of GOODS which are separately identified by the COMPANY.
- e) ADVANCE means all sums due or claimed to be due to COMPANY from STORER or others relating to the GOODS regardless of the source, whether liquidated or not, including but not limited to loans, disbursements, charges made for or on account of STORER or GOODS, necessary for preservation of GOODS or reasonably incurred in their sale pursuant to law.
- f) GOODS means the personal property and/or any portion thereof which is described herein and/or which COMPANY has agreed to receive and/or store pursuant to this Warehouse Receipt.

SECTION 2 - TENDER FOR STORAGE

- a) All GOODS for storage shall be delivered at the warehouse properly marked and packed for handling.
- b) STORER shall furnish, at or prior to such delivery, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired. Otherwise the GOODS may be stored in bulk or general storage at the discretion of the COMPANY and charges for such storage will be made at the applicable storage rate.
- c) Receipt and delivery of all or any units of a LOT shall be made without subsequent sorting except by special arrangement and subject to a charge.
- d) COMPANY shall store and deliver GOODS only in the packages in which they are originally received unless otherwise agreed to in writing.

- e) Unless STORER shall have given, at or prior to delivery of the GOODS, written instructions to the contrary, COMPANY, in its discretion, may commingle and store in bulk different lots of GOODS, whether or not owned by the same STORER.

SECTION 3 - TERMINATION OF STORAGE

- a) COMPANY may, upon written notice, as required by law, require the removal of the GOODS, or any portion thereof, from the warehouse upon the payment of all charges attributable to said GOODS within a stated period, not less than 30 days after such notification. If said GOODS are not so removed, COMPANY may sell them as provided by law and shall be entitled to exercise any other rights it has under the law with respect to said GOODS.
- b) If, in the opinion of COMPANY, GOODS may be about to deteriorate or decline in value to less than the amount of COMPANY'S lien thereon, or may constitute a hazard to other property or to the warehouse or persons, the GOODS may be removed or disposed of by COMPANY as permitted by law. All charges related to said removal shall be paid by STORER.

SECTION 4 - STORAGE LOCATION

- a) The GOODS shall be stored at COMPANY'S discretion at any one or more of the buildings from time to time operated by COMPANY as a warehouse. The identification of any specific location within COMPANY'S warehouse complex does not guarantee that the GOODS shall be stored therein.
- b) Subject to any contrary written instructions given by STORER, COMPANY may, at any time, at its expense, and without notice to STORER, remove any GOODS from any room or area of the warehouse complex to any other room or area thereof.
- c) Upon ten (10) days written notice to the STORER, COMPANY may, at its expense, remove the GOODS to any other warehouse complex operated by COMPANY.

SECTION 5 - STORAGE CHARGES

- a) Storage charges commence upon the date that COMPANY accepts care, custody and control of the GOODS, regardless of unloading date or date warehouse receipt is issued. Charges shall be computed separately for each LOT on one of the following optional bases:
 - 1. If storage rates are quoted on a "SPLIT MONTH BASIS" the storage month shall be a calendar month. A full month's storage charge will apply to all GOODS received between the 1st and 15th, inclusive, of a calendar month. One half month's storage charge will apply on all GOODS received between the 16th and last day, inclusive, of a calendar month. A full month's storage charge shall apply on the 1st day of the next calendar month and each month thereafter on all GOODS then remaining in storage.
 - 2. If storage rates are quoted on an "ANNIVERSARY BASIS" the storage month shall extend from date of receipt in one calendar month to, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of said next month. A full month's storage charge shall apply on receipt of GOODS and an additional monthly storage charge shall apply to each successive storage month on all GOODS then remaining in storage.
- b) Charges shall be applicable as set forth in the rate quotation or other document issued by COMPANY to STORER and/or in COMPANY'S tariff.
- c) Unless COMPANY specifies otherwise all storage charges are due and payable on the 1st day of storage for the initial month and thereafter on the 1st day of each calendar month.
- d) Rates quoted by weight will, unless otherwise specified, be computed on gross weight and 2,000 pounds shall constitute a ton.

SECTION 6 - HANDLING CHARGES

Unless otherwise specified or elected by COMPANY, handling charges cover only the ordinary labor and duties incidental to receiving and delivering unitized GOODS on pallets at the warehouse dock during normal warehouse hours but do not include loading and unloading.

Unless otherwise specified, a charge in addition to the regular handling charges will be made for any work performed by COMPANY other than specified herein.

When GOODS are ordered out in quantities less than in which they were received, the COMPANY may make an additional charge for each order or each item of an order.

Delivery by the COMPANY of less than all units of any Lot or of less than all the GOODS stored for STORER shall be made without subsequent sorting except by special arrangement and subject to an additional charge.

SECTION 7 - TRANSFER OF TITLE; DELIVERY

- a) Instructions by STORER to transfer GOODS to the account of another are not effective until delivered to and accepted by COMPANY. Charges will be made for each such transfer and for any re-handling of GOODS deemed by COMPANY to be required thereby. COMPANY reserves the right not to deliver or transfer GOODS to or for the account of others except upon receipt of written instructions properly signed by STORER.
- b) STORER may furnish written instructions authorizing COMPANY to accept telephone orders for delivery. In such case
 1. COMPANY may require that each telephone order be confirmed by STORER in writing within 24 hours, and
 2. acceptance by COMPANY of any telephone order shall be at the risk of STORER. COMPANY will not be liable for any loss resulting from delivery made pursuant to telephone order, whether or not so authorized, unless COMPANY failed to exercise reasonable care with respect thereto.
- c) COMPANY shall have a reasonable time to make delivery after GOODS are ordered out and shall have a minimum of 10 business days after receipt of a delivery order in which to locate any misplaced GOODS.
- d) If COMPANY has exercised reasonable care and is unable, due to causes beyond its control, to effect delivery before expiration of the current storage period, the GOODS will be subject to storage charges for each succeeding storage period.
- e) All instructions and requests for delivery of GOODS or transfer of title are received subject to satisfaction of all charges, liens and security interests of COMPANY with respect to the GOODS whether for accrued charges or ADVANCES or otherwise.
- f) COMPANY may require, as a condition precedent to delivery, a statement from STORER holding COMPANY harmless from claims of others asserting a superior right to STORER to possession of the GOODS. Nothing herein shall preclude COMPANY from exercising any other remedy available to it under the law to resolve conflicting claims to possession of the GOODS. All costs, including attorney's fees, incurred by COMPANY relating in any way to COMPANY'S activities referred to in SECTION 7 shall be charged to STORER and shall, for purposes of Section 12 below, be considered "charges present or future with respect to such GOODS" and shall attach as a lien on the GOODS.

SECTION 8 - OTHER SERVICES AND CHARGES

- a) Other services rendered in the interest of STORER or the GOODS are chargeable to STORER. Such services may include, but are not limited to, the following; furnishing of special warehouse space or material, repairing, sampling, weighing, inspecting, and handling shipments.
- b) All ADVANCES are due and payable immediately. All charges are due and payable upon the date of invoice. All charges and ADVANCES not paid within 30 days from the due date are subject to an interest charge,

from the date said charge or ADVANCE became due until paid, at the lesser of three (3) %per month or the maximum amount allowed by law.

- c) STORER may, subject to insurance regulations and reasonable limitations, inspect the GOODS when accompanied by an employee of COMPANY whose time is chargeable to STORER.
- d) In the event of damage or threatened damage to the GOODS, STORER shall pay all reasonable and necessary costs of protecting and preserving the GOODS. When the costs of protecting and preserving stored property are attributable to more than one STORER, said costs shall be apportioned among all affected STORERS on a pro rata basis to be determined by the COMPANY.
- e) COMPANY shall supply dunnage bracing and fastenings where it deems it appropriate on outbound shipments and the cost thereof is chargeable to STORER.
- f) Any additional costs incurred by COMPANY in unloading cars or trucks containing damaged GOODS are chargeable to STORER.
- g) COMPANY shall not be responsible for demurrage charges or delays in loading or unloading unless such demurrage charge or delay was caused solely by COMPANY'S negligence.
- h) A charge in addition to regular storage and handling rates will be made for bonded storage.
- i) All storage, handling and other services may be subject to minimum charges.
- j) STORER agrees to pay COMPANY all costs and ADVANCES including reasonable attorney's fees incurred by COMPANY in connection with the storage, handling and/or disposition of the GOODS, including without limitations; ADVANCES, and/or fees relating to lawsuits (including Bankruptcy proceedings) involving in any way said GOODS and/or STORE R's performance under this agreement. All such costs, ADVANCES, and fees, for purposes of SECTION 12 below, shall constitute "charges present or future with respect to such GOODS".

SECTION 9 - LIABILITY AND LIMITATION OF DAMAGES

- a) Company shall not be liable for any loss or destruction of or damage to the Goods, however caused, unless such loss, damage or destruction resulted from Company's failure to exercise such care in regard to the Goods as a reasonably careful person would exercise under like circumstances. Company is not liable for damages which could not have been avoided by the exercise of such care. Company and Customer agree that Company's duty of care referred to herein shall not extend to providing a sprinkler system at the warehouse complex or any portion thereof.
- b) In no event shall Company be liable for any loss or damage caused by:
 - 1. acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyber-attacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; moths; public enemies; or other causes beyond its control;
 - 2. fragile articles injured or broken, unless packed by Company's employees and unpacked by them at the time of delivery;
 - 3. pilferage or theft, unless such loss or damage is caused by the failure of Company to exercise such ordinary care required by law; and
 - 4. concealed damage, or for losses incurred due to the concealed damage of the Goods.
- c) IN THE EVENT OF LOSS, DAMAGE OR DESTRUCTION TO GOODS FOR WHICH THE COMPANY IS LEGALLY LIABLE, STORER DECLARES THAT COMPANY'S LIABILITY SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING:
- d) THE ACTUAL COST TO STORER OF REPLACING, OR REPRODUCING THE LOST, DAMAGED, AND/OR DESTROYED GOODS TOGETHER WITH TRANSPORTATION COSTS TO WAREHOUSE;
- e) THE FAIR MARKET VALUE OF THE LOST, DAMAGED, AND/OR DESTROYED GOODS ON THE DATE STORER IS NOTIFIED OF LOSS, DAMAGE AND/OR DESTRUCTION;

- f) SO TIMES THE MONTHLY STORAGE CHARGE APPLICABLE TO SUCH LOST, DAMAGED AND/OR DESTROYED GOODS;
- g) \$0.50 PER POUND FOR SAID LOST, DAMAGED, AND/OR DESTROYED GOODS. PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS WAREHOUSE RECEIPT, STORER MAY, UPON WRITTEN REQUEST INCREASE COMPANY'S LIABILITY ON PART OR ALL OF THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION; FURTHER PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE GOODS HAS OCCURRED.
- h) The COMPANY'S liability referred to in Section 9(c) shall be STORER'S exclusive remedy against COMPANY for any claim or cause of action whatsoever relating to loss, damage and/or destruction of GOODS and shall apply to all claims including inventory shortage and mysterious disappearance claims unless STORER proves by affirmative evidence that COMPANY converted the GOODS to its own use. STORER waives any rights to rely upon any presumption of conversion imposed by law. In no event shall STORER be entitled to incidental, special, punitive, or consequential damages.
- i) **No Consequential Damages. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF COMPANY'S DUTIES, NEGLIGENCE LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY OR BASIS, SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEYS FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, LOSS OF USE OF GOODS, COST OF SUBSTITUTED GOODS, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.**
- j) Temperature or Humidity Controlled Storage. Unless specifically agreed to in writing, Company shall not be responsible for storage of the Goods in a temperature or humidity-controlled environment. Customer knowingly accepts that the Goods will be warehoused in a non-temperature/humidity-controlled environment. Company will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature range or in *humidity levels of the warehouse*. *Company will furthermore not be responsible for losses or damages incurred to Perishable Goods, unless otherwise agreed to in writing prior to tender of the Goods for storage.*

SECTION 10 - NOTICE OF CLAIM AND FILING OF SUIT

- a) COMPANY shall not be liable for any claim of any type whatsoever for loss and/or destruction of and/or damage to GOODS unless such claim is presented, in writing, within a reasonable time, not exceeding 60 days after STORER learns or, in the exercise of reasonable care, should have learned of such loss, destruction and/or damage.
- b) As a condition precedent to making any claim and/or filing any suit, STORER shall provide COMPANY with a reasonable opportunity to inspect the GOODS which are the basis of STORER'S claim.
- c) NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY STORER OR OTHERS AGAINST COMPANY WITH RESPECT TO THE GOODS UNLESS A TIMELY WRITTEN CLAIM HAS BEEN MADE AS PROVIDED IN PARAGRAPH (a) OF THIS SECTION AND UNLESS STORER HAS PROVIDED WAREHOUSEMAN WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AS PROVIDED IN PARAGRAPH (b) OF THIS SECTION AND UNLESS SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN NINE (9) MONTHS AFTER STORER LEARNS OR, IN THE EXERCISE OF REASONABLE CARE, SHOULD HAVE LEARNED OF THE LOSS AND/OR DESTRUCTION OF AND/OR DAMAGE TO THE GOODS.

SECTION 11 - INSURANCE

GOODS are not insured by COMPANY and the storage rates do not include insurance on the GOODS unless COMPANY has agreed, in writing, to obtain such insurance for the benefit of STORER.

SECTION 12 - LIEN

COMPANY shall have a lien against the GOODS and on the proceeds thereof for all charges for storage, handling, transportation (including demurrage and terminal charges), insurance, labor and other charges present or future with respect to the GOODS, ADVANCES or loans by COMPANY in relation to the GOODS and for expenses necessary for preservation of the GOODS or reasonably incurred in their sale pursuant to law. COMPANY further claims a lien on the GOODS for all such charges, ADVANCES and expenses in respect to any other property stored by STORER in any warehouse owned or operated by COMPANY or its subsidiaries wherever located and whenever deposited and without regard to whether or not said other property is still in storage.

SECTION 13 - WAIVER -SEVERABILITY

- a) COMPANY'S failure to insist upon strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance thereof and shall not constitute a waiver or estoppel to insist upon strict compliance with all other provisions of this Warehouse Receipt.
- b) In the event any section of this Warehouse Receipt or part thereof shall be declared invalid, illegal and/or unenforceable, the validity, legality and enforceability of the remaining sections and parts shall not, in any way, be affected or impaired thereby.

SECTION 14 - AUTHORITY

STORER represents and warrants that it is either

- a) the lawful owner of the GOODS which are not subject to any lien or security interest of others; or
- b) the authorized agent of the lawful owner and/or any holder of a lien or security interest and has full power and authority to enter into the agreement incorporated into this Warehouse Receipt.

STORER agrees to notify all parties acquiring any interest in the GOODS of the terms and conditions of this Warehouse Receipt and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this Warehouse Receipt.

SECTION 15 - NOTICES

All written notices provided herein may be transmitted by any commercially reasonable means of communication and directed to COMPANY at the address on the front hereof and to STORER at its last known address. STORER is presumed to have knowledge of the contents of all notices transmitted in accordance with this Section within five days of transmittal.

SECTION 16 - GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

SECTION 17 - ENFORCEMENT OF THIS AGREEMENT

Any actions to enforce the provisions of this agreement may be commenced only in a court of competent jurisdiction located in the State of New Jersey.

SECTION 18 - ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between COMPANY and STORER relating to the GOODS and supersedes all existing agreements between them whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of COMPANY and STORER.

Articles accepted by Trans American Trucking Service, Inc., into its warehousing, storage or transfer facilities will be governed by the Uniform Commercial Code, item 7-205 as to limitations for lost /damaged property, as follows:

“Upon receipt of property into the warehouse/storage facility the warehouseman will issue a “warehouse receipt” to the parties entering into the warehouse agreement, this receipt will be sent to those the “bailor”, parties, via mail, fax, email, fed ex, ups, or any other accepted mail type service. Whether those parties acknowledge the receipt of same has no bearing on the warehouseman’s duty to have sent the receipt.”

The limitation of liability of the warehouseperson as to each package/article is limited to the actual value of each package, but not to exceed five times the amount of the base monthly storage per package/article stored. Unless the warehouseman is specifically notified by the bailor of a higher valuation per package/article; in which event increased rates may be charged, and an excess insurance rider can be obtained and charged to the bailor. Such notification shall be in writing and send by registered mail, email, fax or other accepted electronic device, or in person within a reasonable time after receipt of the warehouse receipt. The sole effect of a declaration of higher value, and the payment of the extra charges shall be to increase the maximum liability of the warehouseperson per package/article up to the amount of the actual value per package, thereby in no case shall the liability be extended to include any profit or loss.

ITEM 260 - REQUEST FOR QUOTES-ESTIMATES

1. RFQ/estimates valid for thirty (30) days from issuance.
2. Unless arrangements are made prior to loading, all transport charges are to be paid via wire transfer upon delivery, if credit is awarded, payment is due within 15 days of the date of the invoice. Late charges in accordance with Item 150 of this tariff.
3. The estimate is based upon the dimensions and weights provided by the customer.
4. The shipper and the consignee are to assist in the assembly and disassembly of the equipment when needed.
5. This estimate may not include charges for city and county permits or costs associated with the requirements imposed by local officials.
6. This estimate is contingent upon securing permits from all proper government agencies.
7. The shipper and consignee are responsible to provide a clear and direct access to and from the job site.
8. It is the responsibility of the shipper, contractor, or consignee to post any bond required for this move on any city, or state highway. The cost is not included in this estimate.
9. This estimate does not include the loading of cargo onto carrier’s equipment at origin, or unloading at destination, including pier lift, crane, or demurrage charges.
10. The shipper will be required to supply proper blocking and bracing for this shipment.
11. This quote reflects an estimate based upon the center of gravity of the piece being evenly distributed, if not the customer must provide a drawing to reflect the actual center of gravity for trailer and deck adjustments.
12. Unless other- wise noted this estimate does not include a route survey.
13. This estimate does not include engineering or bridge study fees, which if required, will be billed at cost plus 15% (fifteen per cent).

14. Depending on the size and weight of the shipment, please allow a minimum of 30 (thirty) days advance notice to organize equipment and secure the necessary permits. Some states require a minimum of 6-8 weeks to issue a permit.
15. The shipper will be required to provide documentation to support letters when needed. Carrier will provide assistance.
16. This estimate does not include fees associated with Railroad Crossing Right or Ways. (Ex. Flagmen) if required these fees will be billed at cost plus 15% (fifteen per cent).
17. This estimate does not include utilities, bucket trucks, or movement of obstructions. If required these fees will be billed at cost plus 15% (fifteen percent).
18. This quote does not include any detention or layover time. Two hours free time are allowed for loading and unloading, all additional fees and charges to be billed in as state in item 60 of carriers rules tariff #300.
19. On shipments originating at piers or warehouses, all quotes are for loading onto carriers flat bed equipment, if chassis are required, additional costs will be added to quote.

ITEM 265 - FUEL SURCHARGES

All fuel surcharges as dictated by the federal agencies will be charged at the actual date of each individual shipment. Current up to date charges are posted every Monday and can be accessed at:

https://www.eia.gov/dnav/pet/pet_pri_gnd_a_epd2d_pte_dpgal_w.htm

ITEM 270 - TARPING

All tarping charges will be quoted in RFQ, when requested by shipper, if the event tarping is required upon loading shipment without notice, charges will be \$150.00 (one hundred fifty dollars) per hour Minimum charge \$250.00 (two hundred fifty dollars).

ITEM 275 - SEA CONTAINER LOADING UNLOADING CHARGES & DETENTION

- A. All transloading charges for sea containers and shipper owned containers will be as per original quote pending inspection of the cargo upon receipt at carrier's facility. All charges are subject to change upon freight exceeding original quote, shipper to be notified in writing of the quote adjustment.
- B. When sea containers or shipper owned containers go into demurrage through no fault of the carrier, because of unreasonable notice or other miscommunications, shipper will be responsible to pay the charges to the steamship lines or stevedoring companies causing the demurrage, shipper will be responsible for paying carrier for trips to the piers that when arriving the containers are not available. Detention time to be billed as per item 160 of this tariff.

ITEM 280 - OFFSITE SKIDDING AND PACKAGING PROJECTS

When carrier is required by shipper to provide a crew to travel to offsite to skid, pack, disassemble or otherwise handle a project, the cost will be covered by a negotiated charge, to include: travel time, delay time, overtime, overnight costs, and any other cost to carrier to complete the project.

ITEM 295 - RELEASED VALUATION

- A. Unless a greater value is declared by the shipper and stated on the bill of lading, the carrier’s liability for any loss of damage to any article or package, subject to the base rate herein, shall not exceed \$125,000.00 per shipment.
- B. When shipper tenders a shipment and declares the value to exceed \$125,000.00 such shipment will be accepted, when value is declared prior to actual loading of the shipment, subject to the following charges:

RELEASED VALUATION	BASE RATE
When release to a value not exceeding \$125,000.00 per shipment.	Base Rate
When released to a value exceeding \$125,000.00 but not exceeding \$500,000.00 per shipment.	Base Rate Cost, plus 20% (twenty percent)

- C. Shipments exceeding \$500,000.00 in value will not be accepted for transport without a written excess insurance binder issued by the carrier’s insurance company or a written release by shipper or shippers insurance company stating that carrier does not have cargo coverage in excess of \$500,000.00, and shipper assumes all cargo liabilities in excess of \$500,000.00. Unless shipper elects to have carrier secure an excess policy, Shipper will be charged @actual cost of excess policy plus a 20% (twenty percent) handling fee, or a negotiated charge.
- D. The released value shall be deemed to be the gross value of the entire shipment. In case of loss or damage to a portion of the shipment, the amount recoverable will be released value per ton multiplied by the gross weight of the damage portion but not more than the actual value of the loss or damage, not to exceed \$125,000.00.
- E. The release value must be entered on the shipping order and bill of lading in the following form: “The agreed or declared value of the property is hereby agreed specifically stated by the shipper is not exceeding _____ per ton of 2,000 pounds”.

Where any shipment is made subject to this item, rate provided apply only when such article is released to a value not exceeding 135 cents per hundred weight for each distribution package. (Subject to Note 1)

NOTE 1.

The value declared in writing by the shipper or agreed upon in writing as the released value of the property, as the case may be, must be entered on the shipping order and bill of lading as follows: “The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding 135 cents per hundred weight for each distribution package”.

Carrier’s maximum liability in the event of loss damage will be determined separately for each distribution package lost or damaged by multiplying the weight of such distribution package by 135 cents per hundred pounds or fraction thereof. In no case will the carrier’s liability exceed the actual value of the property lost or damaged.

The term "Distribution Package" means any primary shipping package authorized by the provisions of this or any individual tariff or classification items making reference hereto.

When a number of distribution packages have been unitized, strapped, or otherwise fastened together, or contained on pallets, platforms or skids, or have been over-packed in an additional complying package, the carrier's maximum liability will be determined by separately multiplying the release value time the weight of each individual distribution package lost or damaged and no on the basis of the weight on pallets, platforms, or skids, or over-packed in an additional complying package. Where a distribution package contains articles which have released value rates or ratings and articles which do not, the carrier's maximum liability is to be determine by multiplying the total weight of the distribution package by the released value.

If the shipper fails or declines to execute the above statement, or designated the value exceeding 135 cents per hundred pounds per for each distribution package, shipment will not be accepted for transportation at the rates and charges subject hereto.

Rates and charges published elsewhere in this tariff, or in other lawfully filed tariffs will apply.

When the foregoing statement is properly executed, the rates or charges subject hereto will take precedence over all rate or charges not subject to released value, provided the released rates or charges do not result, the released value will be deemed not to have been executed and rates and charges will have no application.

NOTE 2.

For released value for warehousing, storage, and transloading see ITEM 255.

NOTE 3.

Item 295 applies and supersedes any and all written and oral agreements between carrier and broker/s and shippers. Any value in excess of \$125,000.00 (One Hundred Twenty-Five Thousand Dollars) must be declared in advance and on the bill of lading.

ITEM 300 - STOPPING IN TRANSIT FOR PARTIAL LOADING OR UNLOADING

A shipment tendered on one bill of lading from one consignor, at one point of origin, at one time, consigned to one consignee, at one destination, may be stopped in transit at any point or place for the purpose of completing loading or partial unloading, subject to the provisions of paragraphs (a) through (j) following:

- A. The bill of lading must show the point, or points at which the shipment is to be stopped to complete loading and/or partial unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point or points and the name and address of the party from whom each portion is to be received or to whom each portion is to be delivered. If delivery is made to two or three different addresses or locations in the same point,) city, town, or villages, each delivery will be considered a separate stop in the application of this rule.
- B. The charge for each stop to complete loading or to partially unload exclusive of the stop at final destination, shall be \$150.00 (one hundred fifty dollars) per stop, which charge shall be in addition to all other applicable charges.

- C. In no case shall more than (3) stops to be permitted in transit, considering each partial loading and each partial unloading as a separate stop.
- D. The provisions of this rule do not apply at point of origin or at point of destination, and neither the loading point at origin, nor the unloading at destination shall be considered stops in applying this rule.
- E. The applicable rate on the shipments shall be at the rate in effect on the date of shipment for the mileage from the initial point of origin to final destination, via stop-in-transit point or points.
- F. When vehicle is delayed or prevented from loading and /or unloading at a stop off point or points for a period in excess of two (2) hours, charges shall be assessed according to the provisions outline in ITEM 160- of this tariff.
- G. The weight on which charges are assessed shall be the weight at the point of origin plus the weight of any freight loaded in transit, subject to a minimum weight of the item governing the movement.
- H. Stop-off to complete loading will not be permitted on a shipment which has already been stopped to partially unload.
- I. On shipments stopped in transit under provisions of this item, all freight charges must e prepaid or guaranteed in writing by shipper.
- J. Stopping in transit for partial unloading will not be permitted on shipments when:
In bulk, Consigned "C.O.D", "to order", "order notify", or to be delivered only on shipper's written order, or when accompanied by instructions from the consignor requiring the surrender or presentation of the bill of lading, a written order, or any other document as a condition precedent to delivery at stop off point, or Moving charges collect.

ITEM 310 - USED MACHINERY EXCEPTION

When carrier accepts and loads used machinery and or parts thereof, or any used cargo the following applies;

"Contents are used, possibly damaged, rusted, and condition of cargo is not verifiable by carrier therefore no claim for damages other than upset during transport by carrier will not be accepted and honored by carrier."