

Guy M. Turner, Incorporated dba Turner Transfer

MC - 158451

DOT# 223397

Tariff Rules & Regulations

TARIFF RULES, REGULATIONS AND CLAIMS PROCEDURES

FOR MOTOR CARRIER SERVICES AND STORAGE

BETWEEN POINTS IN US AND CANADA

ISSUED BY:

Guy M. Turner, Inc. dba Turner Transfer

4514 S. Holden Rd.

Greensboro, NC 27406

www.guymtturner.com

Tel. (336)294-4660

Fax: (336)294-4209

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Item 100 DEFINITIONS

As used herein, the following terms shall have the following respective meanings:

“Carrier” means Guy M. Turner, Inc. dba Turner Transfer, including its authorized representatives, agents, employees and subcontractors.

“Charges” means all fees, costs and expenses billed, incurred or invoiced by Carrier to or on behalf of Customer for the transportation, loading, rigging, unloading, disassembly, reassembly, removal, installation, storage or warehousing of any goods or property.

“Customer” means the party person or entity who hires Carrier to perform any transportation, loading, rigging, unloading, disassembly, reassembly, removal, installation, storage or warehousing of any goods or property. As used herein, the term “Customer” includes the shipper, consignor, consignee, receiver or owner of goods, property or cargo transported, rigged, loaded, unloaded, stored, warehoused or otherwise handled by Carrier, including the Customer’s agents, brokers, servants, employees, subcontractors and insurers.

“Claimant” means any shipper, consignor, consignee, receiver, their authorized agents or insurers filing claims or demands with Carrier for the loss, damage or delay to any goods, cargo, property or shipment or for refund of an overcharge, duplicate payment, or over collection by Carrier.

“Duplicate payment” means two or more payments for transporting, handling or storing the same shipment.

“Expedited Shipment” means any shipment that, due to shipper’s request, is dependent on a specific delivery date or time, or which is designated with a specific date which does not allow for reasonable dispatch.

“Job” means any services performed by Carrier involving the transportation, loading, rigging, unloading, disassembly, reassembly, removal, installation, storage or warehousing of any goods or property by Carrier on behalf of any Customer or Shipper.

“Overcharge” means an overcharge as used in 49 U.S.C. §14705. It also includes duplicate payments as defined above and over collections as defined below, when a dispute exists between the parties concerning such charges.

“Over collection” means the receipt by Carrier of a payment in excess of the transportation and/or accessorial charges applicable to a particular shipment.

“Over-dimensional” means any item or shipment which, after being loaded onto Carrier’s equipment or vehicle, that requires federal, state, county, or local permits for legal movement of the shipment.

“Overweight” means any item or shipment which, after being loaded onto carrier’s equipment or vehicle, exceeds federal, state or local bridge laws, or requires special permits for legal movement of the shipment.

“Shipper” means the owner, consignor, consignee or receiver of any goods, property or cargo transported, loaded, rigged, unloaded, disassembled, reassembled, removed, installed, stored or warehoused or otherwise handled by Carrier, including the Shipper’s authorized agents, brokers, servants, employees, subcontractors and insurers.

“Shipment” means any lot of freight or cargo received at one time on one receipt, bill of lading or shipping order from one shipper at one point of origin to be transported or delivered to one consignee at one destination.

“Transport” or **“transportation”** shall have the meaning set forth at 49 U.S.C. §13102(21), as amended, which is incorporated herein by reference.

“Unidentified payment” means a payment which Carrier has received but which it is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation service.

“Used goods” means any cargo other than brand new articles and includes reconditioned goods.

“You” or **“your”** means the shipper, consignor, consignee, receiver or owner of the goods, property or cargo transported, loaded, rigged, unloaded, disassembled, reassembled, removed, installed, stored or warehoused or otherwise handled by Carrier, including your authorized agents, brokers, servants, employees, subcontractors and insurers.

Item 200 APPLICATION OF TARIFF

- A. The terms and provisions in this Tariff shall apply to Carrier's transportation, rigging, loading, unloading, warehousing, storage or handling of general commodities between all points in the United States and Canada.
- B. To the extent the terms and provisions in any shipper-prepared bill of lading or other similar shipment document conflict with the terms and provisions in this Tariff, those contained in this Tariff shall govern.
- C. **Carrier's Duties and Responsibilities:** Carrier will furnish the labor and equipment necessary for the performance of a Job. If the Job involves Carrier's transportation of any property by motor vehicle (truck), such transportation will be performed subject to the terms and conditions stated herein.
- D. **Preparation for Transportation:** All equipment, goods or property to be transported in connection with a Job must be properly prepared for transportation by Customer, the Shipper, and owner or designated representative prior to commencement of Carrier's work. All equipment, goods or property must be properly braced, packaged, crated and prepared for transportation, including but not limited to, the installation of shipping brackets, supporting braces, securing of counterweights, extensions, pipes, beds, tables, heads and other moving or loose parts so as to prevent movement and damage in transit. All equipment, goods or property must be drained of any and all fluids, which may leak or freeze, causing damage. If the equipment, goods or property is crated, it must be properly secured to the crate and such crate must be sturdy and rugged as prepared by craftsmen experienced in crating machinery and equipment and sufficient to adequately protect the equipment, goods or property during transportation. During ordinary rigging, moving or transportation, equipment may be tipped, turned or subjected to strong forces, which are not normally experienced while at rest. Such forces include events during ordinary over-the-road transportation and conditions inherent at job and construction sites such as road construction, railroad tracks, sharp turns, unlevelled roadways, potholes and other road hazards. While Carrier seeks to avoid such conditions, it is sometimes impossible to do so. It is therefore Customer's responsibility to see that all equipment, goods, property, components, parts and accessories are properly and safely packaged, secured, crated, blocked or braced to prevent damage from such events during transportation. Carrier will not be responsible for any damage to equipment, goods or property that occurs during transportation or rigging as a result of Customer's failure to have properly secured, prepared, packaged and braced the cargo as described above.
- E. **Acceptance:** These Terms and Conditions shall continue in full force and effect from the date Customer hires Carrier to provide any services until Customer has paid Carrier in full for all services rendered.
- F. **Hours of Operation:** As to all services quoted or performed by Carrier, Carrier's hours of operation commence from the time its crew or truck leaves Carrier's terminal and continues until such crew or truck returns to the terminal.
- G. **Access:** Customer must provide Carrier with clear, safe and direct access to all job sites and with exclusive use of required work area.
- H. **Obstructions:** Overhead and underground obstructions and facilities must be removed or made safe by Customer. Carrier will not be responsible for damage to underground structures, voids or utilities, or damage to concrete or asphalt not specifically identified in advance. Protection of identified underground items, concrete or asphalt must be agreed to by all parties, in advance, in writing.
- I. **Insurance:** Customer must at all times carry public liability and property damage insurance with respect to the Job and the premises or job site upon which Carrier is directed to work, with a waiver of subrogation against Carrier. Carrier shall maintain statutory workman's compensation insurance as required by the state in which the work is carried out, and such other insurance as may be required by applicable law.

- J. **Hazardous Materials:** The handling of any hazardous materials, equipment or containers containing hazardous material is specifically excluded from the Job and Carrier's scope of work. Hazardous materials include, but are not limited to the following: asbestos, fuels, oils, explosives and materials known to be cancer causing. Worker's Compensation claims resulting from the handling of such materials will not be excluded from subrogation by any waiver furnished by Carrier. Customer will advise Carrier in writing prior to the commencement of the Job of the presence of any hazardous materials that may be involved in the Job. A written resolution of the disposition of hazardous materials must be provided to Carrier prior to the start of the Job.
- K. **Tarping:** Tarping of equipment, goods or property does not guarantee complete dryness. Vinyl tarps do a very good job of preventing most water migration, but water can still permeate through small holes, stretched seams, overlaps with other tarps, seams that meet the floor or step of the trailer or even up through the floor. If a hermetically sealed environment is required options other than tarping are available. Such options include (but are not limited to) crating and vapor-bagging. If you have special concerns please bring them to the attention of Carrier's dispatch or office personnel prior to the commencement of the Job.
- L. **Written quotes:** Written quotes, which include any form of writing, including quotes transmitted via electronic or "e-mail," expire thirty (30) days from Customer's receipt of Carrier's quote. Written estimate amounts will be honored when the quote is signed by Customer. Customer, by its duly authorized signature, agrees to and is bound by the terms of the quote for the Job. The quote must be signed and dated by a duly authorized representative of Customer and returned to Carrier via mail, e-mail or fax at (336-294-4665) prior to scheduling a date for the Job to begin. In the event Carrier performs any services not covered by an agreed-upon quote, then Carrier's terms and conditions as stated herein shall govern all services rendered.

Item 300 MILEAGE:

Except as otherwise provided herein or in Carrier's rate quote, where rates are based on mileage, the mileage or distance shall be determined by using the PC Miler/Practical Miles.

Item 400 RATES, RULES, TERMS AND CONDITIONS

A. CARRIER'S RATES AND CHARGES:

1. Unless otherwise stated in Carrier's rate quote, all rates and charges for Carrier's services will be quoted on an ad hoc, shipment-by-shipment basis.
2. Unless otherwise stated in Carrier's rate quote, all rates and/or charges for Carrier's services are based upon the Carrier furnishing:
 - a) One driver and vehicle with the proper and /or necessary tools and/or equipment to safely secure the shipment tendered so that it may be safely transported.
 - b) Limited cargo liability for the shipment at the Carrier's released valuation limit as set forth in Item No. 800 A herein, entitled "Presumed Released Valuation."
3. Unless otherwise stated in Carrier's rate quote, all rates and/or charges quoted by Carrier are based upon the shipper:

- a) Furnishing all necessary labor and means to load Carrier's vehicle at origin with any shipments tendered, known as "Shipper's Load;" and
 - b) Loading the cargo onto Carrier's vehicle and allowing it to depart within two hours of the time set by the shipper for the Carrier to arrive for loading.
- 4. Unless otherwise stated in Carrier's rate quote, all rates and/or charges quoted by Carrier are based upon the consignee:
 - a) Furnishing all necessary labor and means to unload the Carrier's vehicle at destination of any shipments, known as "Consignee Unload;" and
 - b) Unloading the Carrier's vehicle and allowing it to depart within two hours of the time set by the consignee for the Carrier to arrive for unloading.
- 5. Unless otherwise stated in Carrier's rate quote, all rates and/or charges quoted by Carrier are based upon:
 - a) The shipment tendered being legal in all transport dimensions for transportation without special (over-dimensional) permits. (See Section Note A); and
 - b) The shipment is tendered for transportation at the Carrier's released valuation limit as set forth in Item No. 700.

B. OVER-DIMENSIONAL PERMITS:

When a Carrier is requested to furnish equipment to a designated point, and based on information supplied by the party ordering such equipment, the shipment will require special permits from State, County or Municipal Regulatory Bodies for the movement thereof, such permits may at the option of the Carrier, be purchased in advance of the movement and purchased on the basis of information supplied by the party ordering such equipment, subject to the following provisions:

- a) If after arrival of Carrier's equipment at the place designated by the Shipper, Shipper fails to tender a shipment (through no fault of the Carrier), Carrier will charge the Supplier the total amount of such permits purchased plus a 20% administrative fee to cover the cost of procuring such permits. Such charges will be in addition to all other applicable tariff charges.
- b) If after arrival of Carrier's equipment at the place of loading, it is discovered that the shipment does not require special permits (through no fault of the Carrier), permits purchased on the basis of information supplied will be charged to the party paying the freight charges plus a 20% administrative fee to cover the cost of procuring the permit. Such charges will be in addition to all other applicable tariff charges.
- c) If after arrival of the Carrier's equipment at the place of loading, it is discovered that the weight and/or dimensions and/or originally scheduled destination or other information pertinent to the purchase of permits is not in accordance with information supplied in advance of the movement (through no fault of the Carrier), and permits must be reordered and/or revised, Carrier will charge the amount and/or additional amount of each permit plus a 20% administrative fee to cover the cost of procuring the permit. Such charges will be in addition to all other applicable tariff charges.
- d) If not included in Carrier's rate quote and Carrier later determines that over-dimensional (oversize or overweight) permits are necessary to transport a shipment in order to meet regulatory requirements for legal transportation of the shipment, Carrier will charge an additional charge for such permitting at the actual cost and expense to Carrier for obtaining such permits, plus a 20% administrative fee for the cost of procuring the permit.

C. DETENTION TIME / WAITING TIME:

Detention time, and delays encountered or resulting beyond Carrier's control, will be charged to the Customer at Carrier's daily equipment rate.

All shipments will have a 2-hour free waiting time, and will thereafter be charged to the Customer at Carrier's daily equipment rate.

Item 500 JOINT AND SEVERAL LIABILITY

- A. In consideration of transportation services performed by Carrier for the mutual benefit of the shipper or consignee under the terms of this tariff, both shipper and consignee shall assume joint and several liability for all freight charges accrued with regard to such transportation services. In the event that freight bills are not paid by either the shipper or the consignee or their broker, payment for such charges may be sought from either or both the shipper or the consignee. Shipper and consignee shall have express notice of the existence of such joint and several liability through the service of a copy of this tariff upon duly authorized representatives of the shipper and consignee.
- B. Any shipment in which a shipper or consignor signs a so-called "no recourse" or Section 7 bill of lading provision will not be accepted. If Carrier or its agent inadvertently accepts such a bill of lading, Carrier denies the "no recourse" provision and will retain and exercise all rights, remedies and recourse against shipper and consignee who shall remain jointly and severally liable for Carrier's charges as stated in section A. above. Likewise, if Carrier or any agent of Carrier inadvertently accepts a shipment where the bill of lading is marked as a third-party billing shipment, Carrier rejects the notation and will exercise all recourse against shipper and consignee who shall remain jointly and severally liable for Carrier's charges as stated in section A. above.

Item 600 COLLECTION AND PAYMENT OF FREIGHT CHARGES

A. INVOICES.

Carrier shall submit an invoice or freight bill to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this circular.

B. PAYMENT:

Carrier's invoices under this Agreement shall be due and payable upon presentation or pre-established terms and shall be delinquent if unpaid after 30 days. In the event any invoice is not paid by the date it becomes delinquent, Customer agrees to pay, in addition to the invoiced amount, interest at the maximum legal rate allowed by law (1½ %) from the date of delinquency to the date paid, plus the costs of collection, including reasonable attorney's fees, if collection action is instituted by Carrier.

C. COLLECTION AND PAYMENT OF CHARGES.

- (1) Except as otherwise provided in this rule, transportation charges will be collected by Carrier at the time shipments are delivered. Carrier, at its sole discretion, may require payment for transportation charges prior to commencement of shipment.
- (2) Upon taking precautions deemed by Carrier to be sufficient to assure payment of charges within the credit period herein specified, Carrier may make delivery of a shipment prior to receiving payment of charges thereon and may extend credit in the amount of such charges to those who undertake to pay them within a period of thirty (30) days, or as otherwise agreed to with shipper in writing, excluding Sundays and legal holidays, from the presentation of the freight bill.

D. PAYMENT WITHOUT OFFSET.

Shipper, consignor and/or consignee shall pay all freight charges when due without offset for any cause, including but not limited to cargo claims. All claims for loss or damage shall be governed by this Tariff and neither consignor nor consignee shall deprive Carrier of its charges by unilateral deduction of claims from the timely payment of freight charges due.

E. INTEREST AND FEES ON PAST DUE ACCOUNTS.

Carrier will assess an interest charge of one and one-half percent (1½ %) per month on past due indebtedness for collection, handling, late fees and interest. In the event Carrier deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, shipper, consignor and consignee shall also be liable for Carrier's reasonable attorneys' fees in collecting the outstanding charges.

F. THIRD PARTY BILLING.

- (1) Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier may invoice the shipper's broker, bank or other agent for its freight charges, but Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not timely received pursuant to third party billing.
- (2) If a shipment in which charges are to be paid by a party other than the shipper, consignor or consignee is accepted by Carrier, the shipper, consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

G. PRIORITY OF FREIGHT CHARGE OBLIGATION.

When arrangements are made with intermediaries or brokers for transportation services provided by Carrier and the intermediary, in turn, bills the shipper, consignor or beneficial owner of the goods for freight charges inclusive of Carrier's rates, the following rules shall apply:

- (1) The intermediary will segregate money due owing to Carrier from other accounts.
- (2) Intermediary will pay Carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
- (3) In no event shall accounts receivable held, pledged or encumbered by any intermediary include any freight charges due and owing to Carrier.

H. LIEN FOR FREIGHT CHARGES.

Carrier shall have a possessory lien on shipments in its dominion, possession or control for the payment of all freight, storage, loading, unloading, rigging, warehousing and related charges due past and present from shipper, consignor or consignee.

Item 700 BILL OF LADING TERMS AND CONDITIONS:

The following bill of lading terms and conditions shall apply to and govern all shipments transported, stored, rigged or handled by Carrier regardless of the form or content of any conflicting bill of lading, receipt or other document, and shall apply even if no receipt or bill of lading is issued by Carrier:

- 1. Agreement to Terms.** By giving Carrier your shipment to transport, shipper agrees to all the terms on this bill of lading and in this Tariff. Shipper also agrees to these terms on behalf of any third party with an interest in the shipment. If there is a conflict between any bill of lading or shipment document prepared by or on behalf of shipper and this bill of lading, the terms of this bill of lading and Carrier's Tariff will control. No one is authorized to change those terms.
- 2. Carrier** shall be liable under federal law, 49 U.S.C. §14706, or if 49 U.S.C. §14706 is inapplicable for any reason, then under federal common law, for any loss or damage to a shipment, except as hereinafter provided. Carrier shall not be liable for any loss or damage to a shipment or for any delay caused by an act of God, the public enemy, the authority of law, or the act or default of Shipper. Carrier shall not be liable for loss, damage or delay which results when the property is stopped and held in transit upon request of shipper, owner or the party entitled to make such request; or from a faulty or impassible highway; or lack of capacity of a highway, bridge or ferry; or from a defect or vice in the property; or from riots or strikes; or from improper packaging or an act or omission on the part of shipper or from an act of God.
- 3. Responsibility for Completing Bill of Lading.** Shipper is responsible for properly filling out Carrier's bill of lading. If shipper does not declare a value of the shipment on the front of the bill of lading in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, Carrier's liability will be limited as stated herein (in subsection 5) and in its Tariff.
- 4. Responsibility for Packaging.** Shipper is responsible for adequately packaging and preparing its goods for transportation and properly filling out the bill of lading. In tendering a shipment for carriage, shipper agrees and warrants that the shipment is properly packaged and prepared for shipment to protect the goods and to insure safe transportation with ordinary care and handling, and that each package or other item is properly labeled and is in good order for transportation in accordance with the packaging rules and requirements of the U.S. DOT. Shipper also warrants that the goods are properly described on the bill of lading.

5. Limitation of Carrier's Liability.

a) Carrier's liability for loss, damage, destruction or delay to cargo transported shall be that of a motor carrier as set forth in the Carmack Amendment currently codified at 40 U.S.C. § 14706 (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate or involves foreign commerce. All shipments governed by this tariff are subject to released valuation provisions named herein unless Carrier and Shipper have specifically agreed otherwise in writing. Unless a higher value is declared by the Shipper in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, transportation service shall be based on a released value not exceeding \$2.50 per pound, on any article or package, subject to a maximum of \$250,000 per trailer or conveyance.

b) Declaring values in excess of \$250,000. In order to declare a higher value, the following rules apply:

- i. Carrier must be notified at the time it agrees to transport cargo that a value in excess of \$250,000 (but in any event, not exceeding \$500,000) will be declared, and the amount that will be declared. The released value shall be valid (meaning Carrier's \$250,000 limitation of liability shall apply) unless Carrier has agreed in writing signed by an authorized representative to accept the cargo at the declared value. If Carrier agrees to accept the additional liability, carrier will provide a signed rate confirmation sheet acknowledging Carrier's acceptance of increased liability and reflecting the additional charges for such increased liability, which the customer must also sign. Carrier's driver is not an authorized representative of Carrier for purposes of this provision, meaning that declaration of value on the bill of lading at the time

of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring a value.

ii. The declared value must be clearly stated as such on the face of the rate confirmation and the bill of lading.

iii. Declared values in excess of \$500,000 shall not be accepted, and in the event Shipper attempts to declare a value in excess of \$500,000 per trailer or conveyance, Carrier's liability shall continue to be limited to \$250,000 per trailer or conveyance.

c) The released value shall be deemed to relate separately to the gross weight of each shipping package or loose article, and not to the shipment as a whole, subject to a maximum of \$250,000 for the entire shipment. In case of loss or damage to a portion of a shipment the maximum amount recoverable shall be the released value of \$2.50 per pound multiplied by the actual gross weight of the article or package (not the billed weight), but not more than the actual loss or damage.

c) In no event shall Carrier's liability exceed the lesser of the actual cash value of the cargo or the declared value.

d) **Used or Reconditioned Equipment** The foregoing notwithstanding, Carrier's cargo liability on used or reconditioned equipment is limited to the lesser of the cost of repair, cost to replace, actual value, released value or declared value. In any event, Carrier's cargo liability for such goods is limited to \$.25 per pound per item up to \$10,000 per trailer or conveyance unless excess value is declared and obtained in accordance with the foregoing provisions. Regardless of valuation, Carrier's liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit, and will not be liable for any claims of diminished value or any other value not specifically set forth herein. The charge will be \$.20 per \$100 of value declared over \$10,000 with a maximum limit of \$50,000 valuation permissible. Shipments which unknowingly involve used or reconditioned equipment will be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned regardless of the percentage of value of the new, unused or reconditioned parts added during the reconditioning process.

e) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.

f) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo including, but not limited to, any loss, damage, delay, mis-delivery, non-delivery relating to the shipment. It is the Shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by Shipper.

6. No special damages. Under no circumstances will Carrier be liable for any incidental, consequential or special forms of damage including but not limited to claims for delay, loss of use, lost sales or revenue, job site delays and extra labor, interest, lost profits or business, loss of market, sentimental or antique value, attorney's fees, costs, punitive damages, or any other similar forms of damage, whether direct, indirect, incidental, consequential or special, regardless of whether Carrier had knowledge that such damage(s) might be incurred.

7. Shipper indemnification of Carrier. Shipper, on its own behalf and for its agents, brokers, insurers, consignees or other interested parties, agrees to indemnify, defend and hold Carrier harmless from all damages, costs or expenses, including reasonable attorney's fees, incurred by Carrier in defending any claim

or lawsuit arising from or related to the loss, damage or delay of any shipment that exceeds the limitations on Carrier's liability as stated herein.

8. Claims

- (a) The rules and regulations of the Federal Motor Carrier Safety Administration at 49 C.F.R. §370, et seq. are hereby adopted and incorporated herein by reference and shall govern all claims against Carrier for cargo loss, damage or delay.
- (b) As a condition precedent to recovery, all claims for loss, damage or delay must be filed in writing with Carrier and must include sufficient information to identify the shipment, assert Carrier's liability, and must set forth a specified or determinable amount of money claimed.
- (c) All cargo claims (in accordance with 49 CFR Part 370) must be in writing and must be filed with Carrier within nine (9) months after the delivery of the shipment, except that claims for failure to make delivery must be filed within nine (9) months after the shipment should have been delivered.
- (d) Lawsuits for loss, damage, injury or delay must be instituted against Carrier no later than two (2) years and one day from the day when written notice is given to the claimant that 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 not be liable, and such claims will not be paid.
- (e) Carrier shall have the full benefit of any insurance that may be effected upon or on account of said shipment, so far as this shall not void the policies or contracts of insurance, PROVIDED, that Carrier, receiving the benefit of such insurance, will reimburse the claimant for the premium paid on the insurance policy or contract for the Shipment.
- (f) Carrier shall, 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 to the claimant within 30 days after the date of its receipt by the Carrier. The Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (g) Each claim filed against the Carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to the receipt of the claim.
- (h) When, as necessary part of an investigation, each claim shall be supported by the Bill of Lading, evidence of freight charges, if any, and the invoice with respect to the property and value involved in the claim; or certification of prices or values.
- (i) Carrier, at its discretion, may sell or dispose of the damaged goods; particularly in situations where the Shipper has failed to provide disposition instructions within 5 business days from Carrier's written request. In situations where Shipper has failed to provide disposition of the goods, the customer will be responsible for the balance of the charges not covered by the salvage of the goods. If there is a balance remaining

9. Refusal at destination.

- (a) If a consignee refuses a shipment tendered for delivery or if Carrier is unable to deliver a shipment due to fault or mistake of Shipper or consignee, Carrier's liability shall become that of a warehouseman, during which time any limitation of Carrier's liability shall remain in effect. Carrier shall attempt to provide notice, by telephonic or electronic communication, to Shipper or the identified party, if any, designated to

receive notice on the bill of lading. At Carrier's option, Carrier may place the shipment in storage or in another repository or warehouse at owner's expense, and without liability to Carrier, in any location that provides reasonable protection against loss or damage.

- (b) If Carrier does not receive disposition instructions within 2 days of Carrier's first notice to Shipper of its tender of delivery, Carrier may dispose of shipment in any commercially reasonable manner. If such disposal results in Carrier's receiving any proceeds from a sale, such proceeds will be applied first to Carrier's invoice for transportation, storage and other lawful charges due. Shipper or owner will be responsible for the balance of charges not covered by the sale of the goods. If there is money remaining after all charges and expenses have been paid, such funds will be paid to the Shipper or owner of property sold hereunder upon claim and proof of ownership.
- (c) Where Carrier has reasonably attempted to follow the procedures set forth in subsections 9(a) and (b) above and the procedure provided in this section is not possible, Carrier, at its option, may sell the property under such circumstances and in such manner as may be authorized by law.
- (d) Where Carrier is directed by shipper or consignee to unload or deliver property at a particular location where Shipper, consignee or the agent of either is not regularly located, Carrier shall not be liable for any risk of loss, damage or harm to the goods delivered at the location.

10. Dangerous goods. Carrier is not authorized to transport explosives or similar dangerous goods. A shipper who ships such goods, without prior full written disclosure to Carrier of their nature, shall be liable for and indemnify Carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

11. Liability for freight charges.

- (a) Shipper or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to shipper when shipper so stipulates by signature or endorsement on the face of the bill of lading. Nevertheless, shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed based upon incomplete or incorrect information provided by shipper.
- (b) Nothing in the bill of lading shall limit the right of Carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

12. Waiver of Subrogation. Shipper understands and agrees that Carrier's rates do not include insurance or other compensation for loss, damage or delay other than as expressly provided herein and limited hereby. Accordingly, shipper agrees that in the event it desires coverage for any loss, it will obtain its own insurance, and that said insurance will contain a waiver of subrogation provision releasing Carrier and waiving any subrogation rights for and on behalf of such insurance company. In the event shipper fails to obtain a waiver of subrogation, shipper, at its expense, will defend, indemnify and hold harmless Carrier and any other carrier(s) or broker(s) retained by it with respect to claims made by shipper or any third parties acting as subrogees of shipper.

13. Claims filed by brokers.

- (a) Carrier shall not be liable for and shall not pay claims filed by cargo or transportation brokers unless the broker submits to Carrier a written assignment, signed and notarized by the shipper, consignee or beneficial owner of the cargo or by their insurer, assigning the claim to the broker.

- (b) In the event Carrier inadvertently pays a claim filed by a cargo or transportation broker without obtaining the executed assignment described in section (a) above, or if Carrier pays a broker for or receives from a broker any cargo claim hereunder and subsequently receives another claim or lawsuit from or by the shipper, consignee, beneficial owner of the goods or their subrogating insurance company seeking damages that are duplicative of or in excess of the limit of Carrier's liability under this Tariff and bill of lading ("duplicate claim or lawsuit"), then broker must defend, indemnify and hold Carrier harmless from and against all damages, costs and attorney's fees incurred by Carrier in defending or settling such duplicate claim or lawsuit.

NOTES:

- (A) All shipments that are held at Carrier's terminal, warehouse, in, on, off or out of Carrier's motor vehicle equipment are subject to Carrier's standard released valuation or for excess valuation, if purchased, for a total period of 30 days. After 30 days, the excess value declaration may be continued at shipper's request, for additional charges of \$5.00 per \$1,000.00 of valuation per month or any fraction thereof, while shipment is in carrier's care or supervision.