UNIVERSAL LOGISTICS HOLDINGS, INC.
TERMS AND CONDITIONS

EFFECTIVE: June 1, 2022

APPLICABILITY OF TERMS AND CONDITIONS

These terms and conditions address services provided by the following entities and any future legal acquisitions on the day of purchase of Universal Logistics Holdings, Inc. sometimes collectively referred to as "Universal":

CAVALRY LOGISTICS INTERNATIONAL, INC: MC-664281; FMC-023426N
CAVALRY LOGISTICS INTERNATIONAL OF CANADA, INC: ONT-86-5061063
CENTRAL CAL TRANSPORTATION, LLC: MC-260612
DECO LOGISTICS, INC DBA CONTAINER CONNECTION: MC-940144
FORE TRANSPORTATION: MC-294796
HUBER LOGISTICS, LLC: FID-84-5126409
LINC LOGISTICS, LLC: FID-46-1039295
LINC OF MICHIGAN, LLC: FID-20-8629542
LOGISTICS INSIGHT CORPORATION: MC-1008417
MICHAEL'S CARTAGE, INC: MC-303122
MORGAN SOUTHERN, INC: MC-162815
PURCHASED TRANSPORTATION SERVICES, LLC: MC-162815
ROADRUNNER INTERMODAL SERVICES, LLC: MC-294830
SOUTHERN COUNTIES EXPRESS, INC: 250680
SOUTHWEST TRANSLOAD & DISTRIBUTION, LLC: FID-87-0638080
SPECIALIZED RAIL SERVICE, INC: MC-258977
UACL LOGISTICS CANADA, LTD: ONT-002713749
UACL LOGISTICS LLC: MC-59583
UACL SPECIALIZED, LLC: MC-376139
UNIVERSAL CAPACITY SOLUTIONS, LLC: MC-251704
UNIVERSAL DEDICATED OF ARLINGTON, TX LLC: MC-1009225
UNIVERSAL DEDICATED OF DETROIT, MI LLC: MC-100350
UNIVERSAL DEDICATED OF FORT WAYNE, IN LLC: MC-1008679
UNIVERSAL DEDICATED OF NEBRASKA & WISCONSIN, LLC: MC-1008909
UNIVERSAL DEDICATED OF ROMULUS, MI LLC: MC-1007917
UNIVERSAL DEDICATED OF SMYRNA, TN LLC: MC-1008085
UNIVERSAL INTERMODAL SERVICES, INC: MC-468507
UNIVERSAL LOGISTICS SOLUTIONS CANADA, LTD: MC-930536
UNIVERSAL ON-DEMAND, INC: MC-181004
WANDO TRUCKING, LLC: MC-170331
WESTPORT AXLE CO, LLC: FID-61-1100604
WESTPORT MACHINING, LLC: FID-47-4779195

Because certain Universal entities perform a multiple transportation functions, the applicable terms and conditions applicable to a particular service are set forth below within separate Parts of this Terms and Conditions document based upon the type of service being performed. Where services provided do not include transportation, the application terms from these terms and conditions will apply and those that do not apply will be excluded. This Terms and Conditions document is referred to herein as "Terms and Conditions", "tariff", or "Rules and Regulations". A copy of this tariff is available to the entity that purchases Universal's services ("Customer") upon request and is available on Universal's website. The Terms and Conditions contained herein shall apply contractually for all shipments unless a separate written contract is executed between an officer of the Universal entity performing the service, and the Customer, to the extent that the provisions of that separate agreement is inconsistent with these Terms and Conditions the terms of the separate agreement will apply.

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PART 1

Motor Carrier Service
Terms and Conditions

SCOPE AND APPLICATION OF PART 1
MOTOR CARRIER TERMS AND CONDITIONS

Part 1 of the Terms and Conditions contain Universal's rules, rates and charges applicable to Universal's function as a motor carrier or freight forwarder (domestic) (as those terms are defined in 49 U.S. Code § 13102). In this Part, Universal as well as its applicable operating divisions, subsidiaries, agents, subcontractors, officers and assigns is referred to as ("CARRIER"). In this Part "PURCHASER OF CARRIER'S SERVICES" shall mean the individual and/or entity that contracts with CARRIER for motor-carrier services, or any other services agreed upon by CARRIER and said individual or entity, and/or which agrees to pay CARRIER for motor CARRIER services. In this Part, the term "Contract" refers to the terms included in only in this Part. A copy of this tariff is available to the PURCHASER OF CARRIER'S SERVICES upon request and is available on Universal's website.

Pursuant to 49 U.S.C. § 14101(b), this tariff is a contract for specified services provided under specified rates and conditions. **The parties hereby expressly waive any and all conflicting rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act (the "Acts") as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, *et seq.* including application of 49 U.S.C. § 14706.** Neither CARRIER nor PURCHASER OF CARRIER'S SERVICES shall challenge any provision of this Contract on the ground that any such provision or provisions violates the waived rights and remedies under the Acts.

The rights and liabilities of the parties are to be determined exclusively pursuant to the terms and conditions of this Contract. Liability and damages with respect to any claims for freight loss or damage shall be determined exclusively pursuant to the terms and conditions of this Contract.

By placing freight with us for transportation, PURCHASER OF CARRIER'S SERVICES agrees to abide by and be bound by the terms set forth in this Contract, and represent and warrant that PURCHASER OF CARRIER'S SERVICES has fully read the terms and conditions contained herein.

This Contract is intended for the sole benefit of CARRIER and the PURCHASER OF CARRIER'S SERVICES. Nothing contained in this Contract is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, or their permitted successors or assigns, any legal or equitable right, remedy or claim under this Contract. CARRIER shall have no liability to any person or entity that is not a signatory to this Contract. PURCHASER OF CARRIER'S SERVICES warrants it has authority to enter into this Contract and agrees to be bound by the terms of this Contract. The PURCHASER OF CARRIER'S SERVICES is responsible for ensuring that all such parties including the beneficial owner of the freight and shipper or consignee are given notice of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1100. GOVERNING TARIFFS

This Contract is governed by, except as otherwise provided herein, the following publications or successive issues thereof:

NOMENCLATURE	TARIFF AND ISSUING AGENT
Classification, governing Mileage Guide	STB NMF 100 STB HGB 100

1110. ADDITIONAL COPIES OF PROOF OF DELIVERY

One proof of delivery will be provided with the invoice at no extra charge. All others will be provided at a surcharge as listed in the applicable Addendum.

1120. ADDITIONAL LIABILITY TERMS

A. Excess Valuation Coverage, Blanket Coverage.
   1. Blanket Certificates for liability assumption above Standard Limits will be provided under conditions that will allow for a surcharge for the payment of the additional coverage.
   2. The issuance of the certificate will be by the Chief Executive Officer and will be subject to review for commodity identification, volume of business and other factors that may impact the level of coverage.

B. Additional Liability Assumption
   1. Named Insured Certificates will be approved by the Chief Executive Officer.

C. Damage to Premises or Property other than Goods
   1. Because third party contractors or others are frequently present at the time of delivery it is not always possible to establish who was responsible for loss or damage. Therefore CARRIER's liability is limited as follows:
   2. For loss or damage to premises or property other than goods for transportation as a result of CARRIER negligence or breach of contract, CARRIER's liability shall be limited to repairing, to a reasonable standard, the damaged area only;
   3. If CARRIER causes damage solely as a result of transporting goods in the manner provided for as expressly instructed by of any other person or entity, CARRIER shall have no liability;
   4. Where CARRIER causes damage to premises or to property other than freight, the consignor must note this on the delivery receipt at the time of delivery, or, in the case of damage that is not readily observable, within five business days of discovery. Failure to do so will result in the denial of any resulting claim for loss or damage and waiver of this claim. In the absence of CARRIER's prior written agreement to accept liability in a higher amount, CARRIER liability for causing damage to premises or property shall be limited to an aggregate maximum of $5,000.

1130. ARRIVAL NOTICE

A. Actual tender of delivery at the consignee's location constitutes the notice of the arrival of a shipment.

B. If the shipment is not actually tendered for delivery, notice of arrival will be given to the PURCHASER OF CARRIER'S SERVICES not later than the next business day following the arrival of the shipment. The notice will be given by telephone, mail or computer. The notice, however transmitted, will specify the point of origin, the consignor, the commodity and weight of the shipment.

C. Unless otherwise agreed to in writing by an authorized officer of CARRIER (which shall not include any driver transporting freight for CARRIER), CARRIER does not agree to complete delivery to any named consignee by any specific timetable. Transportation and delivery by CARRIER will be performed with reasonable dispatch as conditions and circumstances allow.

1140. BILL OF LADING

A. All shipments handled by CARRIER are governed by the Uniform Straight Bill of Lading Terms and Conditions shown in the National Motor Freight Classifications, except as modified by the rules, regulations and charges published in this Contract. No deviation from these standard terms and conditions will be applicable in connection with shipments handled by CARRIER except upon written agreement signed by an officer of CARRIER. Terms and conditions of preprinted bills of lading tendered to CARRIER by either the PURCHASER OF CARRIER'S services or other third party at the time of shipment and signed by CARRIER'S driver or dock worker will not apply except upon written agreement of an officer of CARRIER. CARRIER will accept all bills of lading so tendered by the PURCHASER OF CARRIER'S SERVICES at the time of shipment subject to the terms and conditions shown herein and as modified in this Contract.

B. Driver signature on the bill of lading acknowledges receipt of freight only.

C. CARRIER no longer accepts Section 7 provisions under any circumstances. Carrier bill of lading does not contain "Section 7" language and does not allow "Section 7" (non-recourse) election by shipper. If shipper uses a bill of lading other than Carrier's Bill of Lading and signs Section 7, the signature will be invalid.

1150. CAPACITY LOADS

A. A separate Bill of Lading and Shipping Order must be used for each shipment and in no case may a single truckload shipment exceed the carrying capacity of the vehicle.

B. Each and every standard truck bearing a capacity load of freight will be assessed freight charges based on the actual weight or the applicable truckload minimum weight, but not less than 40,000 pounds, whichever is greater and at the applicable truckload rate.

C. The term "Capacity Load" of freight shall be considered to mean:

a. The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in shipping form tendered can be loaded in or on the vehicle; or

b. The quantity of freight which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight requires the entire capacity of standard vehicle; or

c. That quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of state or regulatory bodies.

1160. CAPACITY SURGE

A. An additional capacity charge will apply when:

a. Shipper exceeds its average daily volume (ADV/AWV), plus 10%, and

b. CARRIER is over sold in the area of load origin and has no additional capacity available.

1170. CLAIMS-FREIGHT LOSS AND DAMAGE

A. Subject to the provisions of this Contract, CARRIER shall be liable only to PURCHASER OF CARRIER'S SERVICES for loss or damage to freight occurring while in transit. CARRIER's liability to PURCHASER OF CARRIER'S SERVICES's shall be limited to the actual value of freight lost or damaged by the negligent or willful conduct of CARRIER. For purposes of this Contract, "actual value" shall be construed to mean the manufacturing cost of the lost or damaged freight, or $.60 a pound, whichever is less. While CARRIER is performing contract carriage under 49 U.S.C. 14101(b), CARRIER shall be entitled to raise all defenses that would otherwise exist under Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. 14706, including preemption of state-law claims. And CARRIER shall not be liable for any loss, damage, injury to, or delay of a shipment caused by an Act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of the shipper, the acts or omissions of any other party or their agents; failure to comply with CARRIER'S loading instructions; illegal acts; weather conditions; riots; labor strikes; public unrest; or when the freight is not in CARRIER'S exclusive possession.

B. As a condition precedent for filing suit and any recovery, claims for freight loss, damage, or delay must be filed in writing by the PURCHASER OF CARRIER'S SERVICES with the CARRIER within nine months of the date of delivery, or date of scheduled delivery, whichever date is earlier. Claims must conform to the requirements of 49 CFR 370.3, and must: identify the shipment involved, assert liability for a specified amount of money, and be supported by copies of the bill of lading and delivery receipt. The time limit within which PURCHASER OF CARRIER'S SERVICES must institute suit against CARRIER to recover on a claim filed pursuant to this Section shall be two years and a day from the date PURCHASER OF CARRIER'S SERVICES receives a written disallowance of such claim from CARRIER.

C. Claims for concealed freight loss or damage must be reported to the CARRIER within 48 hours after delivery, and CARRIER must have an opportunity to inspect such shipments within 48 hours after receiving such a request.

D. CARRIER has extended to the Purchaser of its services a discounted freight rate in exchange for the Purchaser of its services agreeing to limit CARRIER'S liability for freight loss, damage or delay to no more than $100,000 per shipment, regardless of the quantity or quality of freight. As set forth in the subsequent paragraph, PURCHASER OF CARRIER'S SERVICES acknowledges that greater "actual loss" coverage commensurate with 49 U.S.C. section 14706 at a higher level of freight rate is available from CARRIER upon request and upon compliance with all requirements of Section 1170(E). PURCHASER OF CARRIER'S SERVICES represents and warrants to CARRIER, as a material term of this Contract, that PURCHASER OF CARRIER'S SERVICES has the requisite authority from all persons or companies tendering freight on PURCHASER OF CARRIER'S SERVICES's behalf under the terms of this Contract to agree to the terms of this limitation and that PURCHASER OF CARRIER'S SERVICES has provided these persons and

companies with notice of this limitation and the opportunity to ship freight under alternative liability terms.

E. CARRIER offers to PURCHASER OF CARRIER'S SERVICES the right and ability to hold CARRIER liable under 49 U.S.C 14706 for the full value of any and all freight hauled by CARRIER, in exchange for a higher freight rate, subject to the following conditions:

(i) At least 7 business days prior to the releasing the freight for transportation, the PURCHASER OF CARRIER'S services must request in writing via directed to an authorized officer of CARRIER (which shall not include any driver transporting freight for CARRIER) requesting that CARRIER transport specifically identified freight subject to full liability for the value of the freight. At least three business days prior to the shipment, CARRIER will provide the Purchaser of its services with a freight rate for the transportation of the identified and valued freight; and

(ii) At least 2 business days prior to releasing the freight, the PURCHASER OF CARRIER'S services must acknowledge and accept in a writing directed to an authorized officer of CARRIER (which shall not include any driver transporting freight for CARRIER) the freight rate offered by CARRIER pursuant to paragraph (i); and

(iii) The PURCHASER OF CARRIER'S services must place the following notation on the bill of lading: "This shipment subject to full liability under 49 U.S.C. 14706."

(iv) If the PURCHASER OF CARRIER'S SERVICES desires to tender a shipment requiring CARRIER liability in excess of $100,000.00, the PURCHASER OF CARRIER'S SERVICES must indicate in writing on the bill of lading at the time of shipment the total dollar amount of excess coverage requested. The maximum excess liability is $900,000 per shipment, for a total of $1,000,000.00.

(v) CARRIER will assess an additional charge of $150.00 for every $100,000.00 in value up to a maximum of $900,000.00 in additional coverage. Minimum charge of $150.00. Such charge is in addition to the freight charges otherwise accruing to the shipment.

(vi) Failure to comply with all the above stated conditions will be deemed a waiver of any request for CARRIER'S full liability.

F. **CARRIER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND ARISING FROM FREIGHT LOSS, DAMAGE OR DELAY, REGARDLESS OF NOTICE.**

G. PURCHASER OF CARRIER'S SERVICES shall not dispose of, and shall not permit the disposal of, any damaged product without the prior written consent of CARRIER. CARRIER and PURCHASER OF CARRIER'S SERVICES may jointly determine whether the goods may be salvaged, and if salvageable, the value of such salvage. While awaiting inspection by CARRIER, the PURCHASER OF CARRIER'S SERVICES shall hold the packaging of the freight and its contents in the same condition they were in when damage was discovered. In the event CARRIER decides that salvage will be neither sought nor allowed, then such goods shall be destroyed and PURCHASER OF CARRIER'S SERVICES will provide, upon request, a certificate or statement confirming the destruction of such goods. Any salvage receipts shall be credited against PURCHASER OF CARRIER'S SERVICES claim, in partial satisfaction of its claim against CARRIER.

H. If CARRIER receives a full truckload shipment that has been loaded, counted and properly sealed by the shipper, CARRIER will not be held responsible for shortages if: (1) CARRIER's driver indicates on the bill of lading the shipment is "SL&C", (2) the shipper's seal number(s) are noted on the bill of lading, (3) the trailer is delivered with original seal(s) intact.

I. If CARRIER is the prevailing party on a cargo claim under this Section, in a court of law or arbitration proceeding, CARRIER shall be entitled to recover all of its expenses incurred in collecting its claim, including reasonable attorneys' fees, costs and interest from the date of delivery or scheduled delivery of the shipment. Notwithstanding the foregoing, if applicable state law imposes an obligation of mutuality, each party shall bear its own attorneys' fees and costs.

J. PURCHASER OF CARRIER'S SERVICES agrees that it, and any other person or entity tendering freight to CARRIER on PURCHASER OF CARRIER'S SERVICES's behalf, are expressly prohibited from withholding payment of charges due to CARRIER and/or engaging in self-help in any kind. This shall expressly include, without limitation, attempts to offset, recoup, or otherwise elect not to pay charges due and owing to CARRIER. Should PURCHASER OF CARRIER'S SERVICES, or any other person or entity tendering freight to CARRIER on PURCHASER OF

CARRIER'S SERVICES's behalf nonetheless withhold payment or engage in self-help of any kind, CARRIER shall be entitled to indemnification from PURCHASER OF CARRIER'S SERVICES of all costs, fees (including attorneys' and expert-witness fees), expenses, and disbursements of any kind that are incurred due by CARRIER in any way related to the withholding of payment and/or self-help. CARRIER shall also be entitled to receive interest on the withheld amount, beginning on the original due date and continuing until full payment of all principal, fees, and costs, at a rate of 25% per annum (compounded annually), or the maximum interest rate authorized by applicable law, whichever is less and a late fee of 25% of the principal amount due. Cargo claims will be denied if freight charges for subject shipment are not paid or claimant account receivables are not current.

K. In addition to the terms of the above Item 1170(E), CARRIER'S liability for loss or damage to any commodities for which the freight charges are determined by NMFC Class or Class Exception Ratings including FAK (Freight All Kinds) ratings is limited to the lesser of:
   - (i) Invoice value of the commodities damaged or lost;
   - (ii) Limited liability provisions of the bill of lading (CARRIER's standard liability limits); or
   - (iii) Applicable limited liability provisions/released value provisions of the NMFC subject to the maximums by NMFC Class or Class Exception Rating as shown above in this Item, unless a higher value is declared on the original bill of lading and additional charges are paid pursuant to provisions contained in this Contract.

L. CARRIER reserves the right to not assume higher liability limits than its standard limits.

M. In addition to the above limits, CARRIER's entire liability for damages and shortages in any way related to movement of freight shall not exceed the greater of the shipping charges for the shipments involved or ten (10) percent of the debtor's total freight charges for the immediately preceding twelve (12) months.

1180. COLLECT ON DELIVERY (C.O.D.) SHIPMENTS

This service is not provided. As such, CARRIER will not be liable for collecting any COD charges even if the bill of lading is designated as a COD delivery. If for any reason, this service is provided, charges will be assessed as listed in the applicable Addendum.

1190. COLLECTION OF CHARGES

A. When a party other than the PURCHASER OF CARRIER'S SERVICES is shown on the Bill of Lading and Shipping Order, and other than a bank or freight payment plan, is responsible for paying the freight charges, such party's name and address must be clearly shown in the body of the Bill of Lading and Shipping Order at the time of original tender.

B. Shipper guarantees to pay all lawfully accrued charges if the third party fails to do so within 30 days of invoicing.

C. The non-recourse provisions of Section 7 of the Bill of Lading contract will be null and void on shipments tendered under the provisions of this item.

1200. CONSENT TO JURISDICTION

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan without regard to its provisions concerning conflicts or choice of law to the extent Michigan law does not conflict with applicable federal or state regulatory laws governing CARRIER. Furthermore, the PURCHASER OF CARRIER'S SERVICES and CARRIER desire that the provisions of this Contract shall have precedence over any conflicting federal or state provisions governing or dealing with the specific provisions of this Contract. PURCHASER OF CARRIER'S SERVICES and CARRIER agree that, pursuant to 49 U.S.C. § 14101(b)(1), they expressly waive any and all rights and remedies under the Acts that are inconsistent with the express provisions of this agreement. PURCHASER OF CARRIER'S SERVICES shall not challenge any provision of this Contract on the ground that any such provision or provisions violate the waived rights and remedies under the Acts. English shall be the governing language of this Agreement.

Any action to enforce or interpret this Contract shall be brought in the state or federal courts located in Macomb County, State of Michigan. PURCHASER OF CARRIER'S SERVICES expressly consents to the jurisdiction of the state or federal courts in Macomb County, State of Michigan and hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and shall not plead or

claim, in any legal action or proceeding with respect to this Contract brought in any of the aforesaid courts, that any such court lacks jurisdiction over it. PURCHASER OF CARRIER'S SERVICES hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement in the courts referred to in this Section and hereby further irrevocably waives and shall not plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. It is specifically agreed that this Agreement shall not be covered by nor construed in accordance with the terms of the United Nations Convention on Contracts for the International Sale of Goods.

1210. CONTROL OF VEHICLE

A. Except as otherwise provided in EXCLUSIVE USE OF VEHICLE, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported and the CARRIER has control of the vehicle with the unrestricted right to
   a. Select the vehicle for the transportation of a shipment.
   b. Transfer the shipment to another vehicle.
   c. Load other freight on the same vehicle.
   d. Remove locks or seals applied to the vehicle.
   e. Utilize the services of another CARRIER to handle all or part of the shipment.

1220. CORRECTED BILLS OF LADING

A. Corrected bills of lading and corrected shipping orders, which change the terms or conditions of the shipment, will be accepted only under mutual consent. The published tariff charge applicable under the original terms of the shipment will apply.

B. If driver is required to count or verify contents of load while loading or unloading, a charge shall apply per load as listed in the applicable Addendum.

1230. COUNTY RATES APPLICATION

When portions of a city are located in more than one county, the county in which the main post office is located shall be used.

1240. CUSTOMS OR IN BOND FREIGHT

A. Shipments moving under United States customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purposes of this provision and subject to a per shipment charge as listed in the applicable Addendum.

B. Line haul charges on shipments requiring the U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from points of U.S. Customs clearance to the final destination. No beyond line haul charges will apply when the final destination is located within the terminal service area of the points of U.S. Customs Clearance.

C. Import freight moving in Bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in Bond.

D. Shipments moving under U.S. Customs Bond will not be allowed to stop in transit or split pick up or split delivery.

E. Detention charges, if any will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs inspection will constitute tender of shipment for delivery.

F. Each IT permit (Immediate Transportation Permit) issued for movement of an In Bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply to shipments upon which charges are based on 20,000 pounds or more moving in Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.

G. Shipments tendered in a vehicle sealed by or at the instructions of the consignor or as required by competent authority, will be considered as fully loaded or loaded to capacity. On shipments cleared in route by U.S. Customs, and movement beyond such clearance does not require a seal. Normal rates and charges shall apply to the beyond point.

H. Shipments moving from the United States under Tar Carnet issued by the originating CARRIER are subject to a charge of per shipment as listed in the applicable Addendum, which will be in addition to all other lawfully applicable rates and charges.

I. When CARRIER is required to pick up shipping documents or U.S. Customs Release Forms for a non-Universal forwarder or broker for validation prior to pickup of a shipment, a charge of $50.00 per shipment will apply.

1250. DEADHEAD

An additional charge per mile as listed in the applicable Addendum will be assessed when empty equipment is requested.

1260. DELIVERY CHARGES

In addition to line haul charges, a special charge of $450 per shipment will apply to pickup or delivery from or to points and places where service is authorized by CARRIER'S certificates, but not directly accessible by truck service because of weight, size, hazardous material restriction or geographical location.

1270. DETENTION WITH POWER GENERAL PROVISIONS

A. When due to no fault, negligence or disability of the CARRIER, if the loading or unloading of freight is delayed beyond the free time of 1 hour a charge for detention will be billed to the party that is responsible for the payment of freight charges.

B. If the consignee requires notification before delivery for a stated period of time and unloading is delayed due to the PURCHASER OF CARRIER'S SERVICES failure to notate the Bill of Lading and Shipping Order with that requirement, the PURCHASER OF CARRIER'S SERVICES will be held responsible for detention charges, and the non-recourse clause in the Bill of Lading contract will not apply.

C. Where disputes arise about detention, CARRIER may not deliver the shipment to the consignee until all accrued detention charges are guaranteed to the satisfaction of the CARRIER.

1280. DETENTION WITH POWER, COMPUTATION OF TIME

A. Time consumed in loading or unloading shall commence from the time of arrival of the CARRIER'S vehicle and the presentation to the responsible party at the site that is available to load or unload and shall cease upon a signature being given the CARRIER by the PURCHASER OF CARRIER'S SERVICES upon completion of unloading, or the signing by the CARRIER'S representative of the Bill of Lading and Shipping Order on pickup.

B. Where loading or unloading is performed on a pre-arranged schedule, and CARRIER'S vehicle arrives prior to the scheduled time, time shall run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

C. Where loading or unloading is to be performed on a pre-arranged schedule, and the CARRIER for any reason is unable to maintain such schedule, such mutually agreed alternative arrival time shall be used.

D. When CARRIER'S employee interrupts loading or unloading to take any normal non-working periods, such time will be excluded from free time or detention time, if free time has been exceeded.

   a. One hour free time shall be allowed for each vehicle, loading and/or unloading.

1290. DETENTION, WITH POWER, CHARGES

A. When delay per vehicle beyond free time takes place the charge will be as listed in the applicable Addendum.

B. If shipment remains undelivered despite CARRIER's best efforts, and vehicle is remanded to CARRIER'S control, storage charges will begin when detention charges end.

1300. DETENTION, VEHICLES WITHOUT POWER, GENERAL PROVISIONS

A. This rule applies when CARRIER'S vehicles without power units are delayed or detained on the premises of PURCHASER OF CARRIER'S SERVICES, or on other premises designated by them, or as close thereto as conditions will permit.

   a. Requests by the PURCHASER OF CARRIER'S SERVICES for spotting or placing trailers must be made in writing in advance of the date of shipment and must be in CARRIER's possession at time of shipment.

b. CARRIER will not move the trailer until such time as it has received notification that loading or unloading has been completed and the trailer is available for pick up. The PURCHASER OF CARRIER'S SERVICES, or other designated party may move the spotted trailer with its own power units, at its own expense and risk for the purpose of loading or unloading. Any damage to CARRIER'S trailer while at the PURCHASER OF CARRIER'S SERVICES' designated premises will be the PURCHASER OF CARRIER'S SERVICES' responsibility.
c. Loading or unloading will be performed by the PURCHASER OF CARRIER'S SERVICES, or other party designated by them. When CARRIER'S representative assists in loading, unloading or in checking the freight; the detention provisions governing vehicle with power units will apply. In the case of spotting for loading, the Bill of Lading must show "Shipper Load and Count".
d. CARRIER responsibility for safeguarding shipments loaded on or in trailers spotted under the provisions of this item shall begin when loading has been completed and the CARRIER takes possession.
e. CARRIER responsibility for safeguarding shipments unloaded from trailers spotted shall cease when the trailer is spotted at or on the site designated by PURCHASER OF CARRIER'S SERVICES.
f. Detention will be assessed against the party who will pay the freight charges.
g. Nothing in this provision shall require a CARRIER to pickup or deliver spotted trailers at hours other than CARRIER'S normal business hours. This shall not be construed as a restriction on CARRIER'S ability to pickup or deliver spotted trailers at hours other than its' normal business hours.

1310. DETENTION, WITHOUT POWER, COMPUTATION OF TIME

A. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading.
B. For trailers spotted for loading or unloading, time commences at the time of placement for loading or unloading as the case may be.
C. Saturday, Sunday and holidays shall be included in the free time calculation.
D. When a trailer is both loaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, the free time for loading shall not begin until free time for unloading has elapsed.
E. Consignor shall notify CARRIER, the PURCHASER OF CARRIER'S SERVICES or other party designated by them, when loading or unloading has been completed and the trailer is available for pickup.
F. When a spotted trailer is changed to a vehicle with power, free time shall cease at the time of the request. Detention provisions governing vehicles with power units will then apply.
G. When prearranged scheduling has been made, time begins from the actual time of spotting if the CARRIER'S vehicle arrives later than the scheduled time. If the CARRIER'S vehicle arrives prior to the scheduled time, time shall begin at the scheduled time of actual time spotting commences whichever is earlier.
H. Except for losses that are proximately caused by the acts or omissions of CARRIER, PURCHASER OF CARRIER'S SERVICES shall be liable for all loss or damage to CARRIER's spotted trailers regardless of whether such loss or damage occurs due to the acts or omissions of third-parties on non-parties.

1320. DETENTION, WITHOUT POWER, CHARGES

Detention charges after the expiration of free time apply as listed in the applicable Addendum.

1330. DISPUTE RESOLUTION

Except to the extent governed by federal law or international treaty, this Contract shall be deemed to have been drawn in accordance with the statutes and laws of the State of Michigan and in the event of any disagreement or dispute, the internal laws of the State shall apply.

1340. DRIVER ASSIST LOAD/UNLOAD

Driver assist during either loading or unloading will be charged per hour as listed in the applicable Addendum.

1350. DRIVER COUNT

If driver is required to count or verify contents of load while loading or unloading, a charge shall apply per load as listed in the applicable Addendum.

1360. DROP TRAILER

Charged per trailer as listed in the applicable Addendum. Excess Miles accessorial may also apply.

1370. DUNNAGE DISPOSAL

Charge is per occurrence as listed in the applicable Addendum. Excess Miles accessorial may also apply.

1380. EXCESS MILES

Price is per mile as listed in the applicable Addendum plus applicable fuel surcharge for each mile in excess of point to point route.

1390. EXCLUSIVE USE OF VEHICLE

A. When the exclusive use of a vehicle is provided by the CARRIER at the request of the PURCHASER OF CARRIER'S SERVICES, the following provisions will apply:
   a. The request must be given in writing or placed on the Bill of Lading and Shipping Order.
   b. Charges are to be paid or guaranteed by the party requesting the services and non-recourse stipulation on the Bill of Lading will not apply.
   c. Charges for this service will be a minimum charge of 150% of the freight charges based on the actual weight or the applicable truckload charge based on 40,000 pounds (full truckload) whichever is greater.

1400. EXPEDITED SERVICE

A. This provision applies when a specific request is made by the PURCHASER OF CARRIER'S SERVICES for expedited service in addition to the normal service of the CARRIER to meet specific pickup or delivery schedules.
B. If multiple trucks are required to ship the product the charge will be applied to each truck use.
C. When a shipment is tendered under this item the bill of lading and shipping order must be endorsed "EXPEDITED SERVICE REQUESTED" and the PURCHASER OF CARRIER'S SERVICES guarantees all freight charges.
D. Unless already agreed upon, the charges shall be computed subject to a minimum of 135% of the truckload line haul charges, to a maximum of 500 miles per day for a single driver unit or for 1,000 miles per day for a team of two drivers. Relay equipment may be substituted in route if single driver units are used.

1410. EXTRA LABOR/LUMPER SERVICE

Charged for costs incurred in obtaining extra labor, plus a handling charge as listed in the applicable Addendum.

1420. FERRY CHARGES

Any Ferry Crossing charges incurred while servicing a specific movement will be added as an accessorial item at 120% of actual cost.

1430. FLORIDA KEYS CHARGES

For any shipments originating at or destined to the Florida Keys, additional charges per shipment will be charged in addition to all other lawfully published charges as listed in the applicable Addendum.

1435. FORCE MAJEURE

Without prejudice to any rights or privileges of the CARRIER's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, rail congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the CARRIER's operations, the CARRIER shall not be held liable or responsible to the PURCHASER OF CARRIER's services for failure or delay in fulfilling or performing any obligation under this agreement, provided, however that

CARRIER shall continue performance hereunder with reasonable dispatch whenever such causes are removed. CARRIER shall provide written notice of any delay or failure to perform that occurs by reason of force majeure.

1440. FUEL SURCHARGE

Total line haul charges as shown on the freight bill will be increased according to the schedule outlined in Addendums D, E, and F as applicable, with said surcharge amount shown as a separate line item on the freight invoice.

1450. GENERAL APPLICATION OF RATES

A. Line-haul charges from or to points where direct service is authorized by CARRIER'S certificates will not apply from or to points not directly accessible to truck service because of weight, size or hazardous material restrictions, or because of geographical location. For such points, line haul charges will apply to the point of transfer to other transportation for delivery only. Additional transportation and delivery charges will apply (see Item 1260).
B. Rates published "for the Account of" will apply only when freight charges are paid by the named account. Rates published "From the Facilities of" apply when freight originates at that specific location, without regard to the party responsible for payment.
C. Except as provided above, "Freight All Kinds" (FAK) rates will not apply when rates are published in the same or any other applicable tariff on commodities specifically named.

1460. HAZARDOUS MATERIALS

A. Shipments of hazardous materials will be subject to an additional charge as listed in the applicable Addendum, per shipment per vehicle used. Line-haul rates and the additional charge for hazardous materials will be computed over the actual route of movement when specific routing is mandated by Local, State or Federal governments.
B. PURCHASER OF CARRIER'S SERVICES is responsible for providing CARRIER with a current Material Safety Data Sheet for each hazardous material to be transported and for providing CARRIER with a properly completed hazardous material manifest.

1470. HIGH VALUE STORAGE

Loads exceeding $250,000 in value shall have an additional charge as listed in the applicable Addendum per shipment per day or fraction thereof.

1480. JOBSITE DELIVERY

Charge is per occurrence as listed in the applicable Addendum.

1490. INSURANCE COVERAGE

Insurance Certificates will be provided at PURCHASER OF CARRIER'S SERVICES request. The certificate will include all General Liability, Automobile Liability, Motor Truck Cargo and certain other coverage where necessary. At the PURCHASER OF CARRIER'S services request, they will be shown as a certificate holder.

1500. LAYOVER

Charges are per day as listed in the applicable Addendum. Subsequent 24 hour periods will be subject to Power Detention up to the maximum charge without additional free time. Emergency zones are subject to additional surcharge as listed in the applicable Addendum.

1510. LOAD STRAPS/LOCKS

Charge is per load bar/lock as listed in the applicable Addendum when more than 2 load locks are requested or required by Shipper.

1520. LOAD/UNLOAD CHARGES

Charge is per trailer for each occurrence as listed in the applicable Addendum. Partial Loading and/or Partial Unloading by CARRIER charged per trailer for each occurrence as listed in the applicable Addendum.

1530. MEXICO BORDER DETENTION

No charge for the first 72 hours while crossing the border, each 24 hour period or portion thereof will be subject to a surcharge as listed in the applicable Addendum.

1540. MEXICO DELIVERY DETENTION

No charge for the first 72 hours from time of arrival/drop at destination, each 24 hour period or portion thereof will be subject to a surcharge as listed in the applicable Addendum.

1550. MILEAGE COMPUTATION

A. Mileage shall be computed from the point of loading to the points of unloading by the practical direct highway miles, and shall be calculated using PC Miler, versions updated as they become available.

B. EXCEPTIONS

When stopping in transit to load or unload part of the load, the mileage to be used to determine the charges is the aggregate of the mileage from the origin point of the shipment to the final destination via the stop-off points. Mileage required by the order of loading or unloading and as specified on the Bill of Lading shall be used to determine the applicable charges.

If after receipt of the shipment by the CARRIER and while in route, the PURCHASER OF CARRIER'S SERVICES requests stopping in transit in a different order of unloading or loading than as received and specified on the bill of lading, the aggregate mileage of the new route of movement shall apply. There will be an additional reconsignment charge as listed in the applicable Addendum for labor required to unload, shift or reload the freight to accomplish out-of-sequence deliveries. These charges shall be in addition to all other charges.

a. If the route of movement by virtue of the content of hazardous materials, or because of being overweight or over dimension, the closing or prohibition of use of bridges, tunnels, or highway sections requires a longer route by the Public Authority, charges based on mileage of the required longer route shall apply.

a. CANADIAN CROSSING: In the absence of the PURCHASER OF CARRIER'S SERVICES routing on shipping order, border-crossing point will be selected by CARRIER.

b. MEXICAN CROSSING: In the absence of PURCHASER OF CARRIER'S SERVICES routing on shipping order, border-crossing point will be selected by CARRIER.

1560. MINIMUM CHARGE

Charge is per trailer used as listed in the applicable Addendum except as otherwise specifically stated in the applicable rate schedule.

1570. NEW YORK CITY CHARGES

Shipments originating at or destined to zip codes 100-108 and 110-119, which are located in the boroughs of New York, NY and points on Long Island, NY, additional charges per shipment will be charged in addition to all other lawfully published charges as listed in the applicable Addendum.

1580. NON PERMITTED USE OF EQUIPMENT

Utilization of equipment, which does not strictly comply with the intended use between Universal and its customers, will result in a daily charge per trailer or container, per day, for each occurrence as listed in the applicable Addendum.

1590. ORAL CONTRACT DISCLAIMER/ENTIRE AGREEMENT

Except as otherwise provided in this provision, all shipments tendered to CARRIER will be transported, subject to the rates, rules and regulations provided in this Contract or any addendum or subsequent revisions thereto. Such rates, rules and regulations may not be negated or superseded by any claimed oral contract, promise, representation, or understanding between the parties. Rates, rules and regulations negotiated with the PURCHASER OF CARRIER'S SERVICES which are not contained in this Contract will become effective only upon the execution of a written contract between the officers of CARRIER and the PURCHASER OF CARRIER'S services containing such rates, rules and regulations.

In the absence of a separate written contract executed between an officer of CARRIER and the PURCHASER OF CARRIER'S SERVICES, which contains terms and conditions contrary to the provisions of this Contract, this Contract represents the entire understanding of the parties and cannot be amended except in writing signed by both parties. All prior discussions, understandings, negotiations and agreements are merged herein. All prior oral or written agreements between the parties are hereby canceled. The provisions of this Contract shall be binding upon the heirs, personal representatives, successors, assigns, and receivers of PURCHASER OF CARRIER'S SERVICES, and PURCHASER OF CARRIER'S SERVICES represents and warrants, as a material term of this Contract, that it has all necessary authority to bind such persons and entities. In the instance of force majeure, this Contract shall govern.

1600. OUT OF ROUTE MILES

Charge is per mile plus applicable fuel surcharge for each mile in excess of point to point route as listed in the applicable Addendum.

1610. OVER DIMENSION FREIGHT, ESCORT CAR AND FLAGMAN CHARGES

A. Arrangements for transporting shipments that contain articles, any of which exceed one or more of the following dimensions.
   (1) Nine (9) feet in height.
   (2) Eight (8) feet, Six (6) inches in width.
   (3) Forty-five (45), (48) or (53) feet in length or any distance beyond the floor of the trailer.
B. Such shipments that are accepted will be subject to a minimum weight of 40M or actual weight and freight charges will be assessed at the applicable rate.
C. When the weight of the articles exceed Federal, State or Municipal weight regulations, freight charges will be assessed in accordance with the weight of the article and the percentage of the applicable rate as follows as listed in the applicable Addendum.
D. When the weight of the articles requires the use of specialized trailers, said equipment will be brought empty to the shipping location at the request of the PURCHASER OF CARRIER'S SERVICES for an additional charge of $1.40 per mile plus $75 per day per diem, if needed due to over dimension, from the equipment's terminal of origin to the shipping point. For the purpose of this item, specialized equipment will be defined as flatbed or removable side trailers with five or more axles. If the nature of the specialized equipment, in order to comply with Federal, State or Municipal regulation, require use of special highway permits to facilitate the empty movement of the equipment from terminal or origin to the shipping point, then CARRIER will secure permits as an agent for the PURCHASER OF CARRIER'S SERVICES and assess charges equal to the cost of each permit. Permits secured for the empty movement of equipment will not be subject to an additional service charge.
E. Where regulations or laws of any Federal, State or Municipal government or any subdivision thereof, require use of special highway permits and/or the pilot cars or escort service, CARRIER will, upon request of the PURCHASER OF CARRIER'S SERVICES , and as agent for them, engage a third person to perform this service. All charges of the third person must be paid by the PURCHASER OF CARRIER'S SERVICES and are in addition to all other lawful charges in the rules and regulations. Such charges may be advanced by the CARRIER and billed to the PURCHASER OF CARRIER'S services at actual cost of the service plus a 20% service charge. These charges shall be in addition to all other applicable charges and shall be shown separately on the freight bill.
F. Shipments requiring over-weight bonds or over-dimensional permits, the actual cost plus a 20% service charge of the bond or permit for each state or city shall be added to the freight bill subject to a minimum charge of $75.00 for each bond or permit. When the permit specifies route of the movement that shall be used in transporting the shipment, all tolls or fees paid by CARRIER for the use of bridges, ferries, tunnels or highway shall be in addition to all other applicable charges and shall be shown separately on the freight bill.
G. When upon request of the PURCHASER OF CARRIER'S SERVICES or if required by Federal, State, or Municipal regulations or laws, the shipment must be transported via specified accessible route, the mileage, for the purpose of determine the rate applicable, shall be computed via such route.

1620. PACKAGING & LABELING BY THE SHIPPER

All shipments must be packaged securely and properly labeled, and accompanied by a bill of lading completed by the PURCHASER OF CARRIER'S SERVICES. CARRIER shall not be responsible for any loss, damage, penalty or fine that may be caused by the shipper's failure to properly package and label the shipment, or from the shipper's failure to provide CARRIER with the complete and accurate bill of lading.

1630. PALLET EXCHANGE

Service not provided. CARRIER will not be responsible for any pallet exchange or return. If for any reason, this service is provided, charges will be assessed as listed in the applicable Addendum.

1640. PALLETS, PLATFORMS, OR SKIDS

A. Any request or provisions noted on the bill of lading or shipping order at the time of movement requesting the return of these shipping devices shall be deemed to be for informational purposes only, and it will not be binding upon the CARRIER to accomplish or comply with such request or provisions to complete the contract of carriage on the shipment.
B. Weight and space for pallets, platforms, skids, packaging will be considered, for rating purposes, as a part of the shipment. These items will be assessed at the rate applicable to the articles being transported.

1650. PAYMENT OF FREIGHT CHARGES

A. When the payer of the freight charges fails to make payment in 30 days, the following can be assessed on each unpaid freight bill, in addition to all other lawful freight and accessorial charges as provided in these Rules and Regulations.
   (1) Interest of 25% per annum (compounded annually) on the unpaid balance, minimum charge $100.00, or the maximum amount allowed by applicable law, whichever is less, plus the reimbursement for all collection and legal costs, including reasonable attorney fees.
   (2) And a late fee of 25% of the principal amount due.
B. This item is only applicable to the nonpayment of original, separate and independent freight bills and does not apply to the aggregate "balance due" claims sought for a collection on any past shipments by a bankruptcy trustee, or any other person or agent.
C. The PURCHASER OF CARRIER'S SERVICES shall be liable, jointly and severally with the consignee, consignor and any other responsible party, for all unpaid charges on account of a shipment and, to pay and/or indemnify CARRIER for all claims, fines, penalties, damages, costs and other sums, including attorneys' fees, which may be incurred by CARRIER by reason of any violation of the shipment contract/tariff or any other default of the PURCHASER OF CARRIER'S SERVICES or their agents. Regardless of which party is initially invoiced however, the Shipper, Consignee, and any Third Party remain jointly liable for all charges. In the event Shipper, Consignee, or Third Party primarily responsible for payment does not pay applicable charges within normal terms, the other parties shall remain liable for all charges. Under this paragraph, CARRIER is entitled to recover all of his costs, including attorneys' fees, of collecting delinquent freight bills.
D. Rates and charges named or provided in this document are in U.S. Currency for shipments moving wholly within the U.S.A. and for shipments moving between the U.S.A. and Canada. Rates and charges for Canadian Domestic Shipments are in Canadian Currency.
E. Remitting Payments: When remitting freight charges, PURCHASER OF CARRIER'S SERVICES must provide remittance. Notwithstanding this requirement, payments may be allocated pursuant to provisions of paragraph (H) of this Item
F. Allocation of Payments: When freight is tendered to CARRIER subject to provisions of this rules tariff, PURCHASER OF CARRIER'S SERVICES authorizes CARRIER to allocate payments and credits in a way that is most favorable to or convenient for CARRIER and grants CARRIER full discretion as to how payments are applied. For example, PURCHASER OF CARRIER'S SERVICES authorizes CARRIER to apply payments and credits to oldest balances before CARRIER applies them to more recent freight charges.
G. Offsetting Charges Not Allowed: PURCHASER OF CARRIER'S SERVICES shall not offset from or delay the payment of lawfully established transportation charges due CARRIER as a result of any overcharge claim, charge-back, duplicate payment, or loss and/or damage cargo claim. A formal claim shall be filed and processed separately.

H. Payment in Full: Any attempt to discharge an outstanding debt to CARRIER by marking a payment of less than full outstanding balance "paid in full" or "accord and satisfaction" or similar language will be null and void.
I. Where claims of any kind have been filed with CARRIER for specific shipments, if the claimant involved has open invoices with CARRIER that are more than 60 days old, CARRIER will offset amounts determined due on the claim against outstanding amounts receivable.
J. On any charges where approval has been requested in writing for lawfully valid charges and the PURCHASER OF CARRIER'S SERVICES has failed to respond, after three attempts without response, the charges will be considered approved and the CARRIER will invoice and collect payment on said charges in the same manner as if they charges had been approved in writing.

1660. PERMIT SERVICES

Permit, escort services arranged by the company will be charged with a 20% service fee add on to compensate for the administration cost of securing and acquiring required permits.

1670. PICK-UP OR DELIVERY SERVICE SATURDAY, SUNDAY OR HOLIDAY

A. When the PURCHASER OF CARRIER'S SERVICES requests CARRIER to pick up or deliver freight on Saturday, Sunday or Holiday, such service shall be subject to an additional charge as listed in the applicable Addendum.
B. The CARRIER is not obligated to furnish pickup or delivery service on Saturday, Sunday or Holiday.
C. The PURCHASER OF CARRIER'S SERVICES may request CARRIER to place or pick up and empty trailer(s) (vehicles without power units) on holidays, even though the actual pick up and or delivery of freight may occur on a day other than holidays. The charge for this service is per vehicle, per day, or fraction thereof as listed in the applicable Addendum.
D. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the CARRIER before pickup or delivery will be made.

1680. PREPAYMENT OR GUARANTEE OF CHARGES

A. Unless otherwise provided, shipments will be accepted subject to the following provisions:
(1) A "PREPAID SHIPMENT" is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor are to be paid by the consignor. Notwithstanding the consignor's primary payment responsibility, both consignor and the consignee are liable for payment of the CARRIER'S freight charges considering that the PURCHASER OF CARRIER'S SERVICES, consignor, and the consignee receive the benefit of the CARRIER'S services. Thus, if the consignor does not pay the charges within the CARRIER'S payment terms, for any reason, including insolvency, the charges may be reversed to PURCHASER OF CARRIER'S SERVICES and/or the consignee and become the PURCHASER OF CARRIER'S SERVICES and the consignee's responsibility for payment.
(2) A "COLLECT SHIPMENT" is one in which the charges for transportation services, including accessorial services, are rendered at the request of the consignee or requested by the consignor for the consignee, are to be paid by the consignee Notwithstanding the consignee's primary payment responsibility, the PURCHASER OF CARRIER'S SERVICES, consignor, and the consignee are liable for payment of the CARRIER'S freight charges considering that the PURCHASER OF CARRIER'S SERVICES, the consignor, and the consignee received the benefit of the CARRIER'S services. Thus, if the consignee does not pay the charges within the CARRIER'S payment terms, for any reason, including insolvency, the charges may be reversed to the PURCHASER OF CARRIER'S SERVICES and the consignor and become the PURCHASER OF CARRIER'S SERVICES and the consignor's responsibility for payment. The consignor and/or the PURCHASER OF CARRIER'S SERVICES acknowledge that it acts as a limited agent for the consignee in procuring transportation services and that it has been provided with no limitation by consignee with respect to the liability terms for the engagement of the CARRIER.
(3) A "THIRD PARTY PAYOR SHIPMENT" is one for which the charges for transportation services, including accessorial services, are rendered at the request of the consignor and/or the consignee are to be paid for by a third party. Third parties are often firms such as logistics companies (3PL's), brokers or other intermediaries who provide services of/to consignors and/or the consignees. Notwithstanding a third party's primary payment responsibility, both

consignor and the consignee remain liable for payment of the CARRIER'S freight charges considering that all parties receive the benefit of the CARRIER'S services. Thus, if the third party does not pay the charges within the CARRIER'S payment terms for any reason, including insolvency, the charges may be reversed to the PURCHASER OF CARRIER'S SERVICES, the consignor, or the consignee or all three if any fail to pay. It is a recognized risk to consignors and the consignee dealing with third parties that, should the third party fail to pay a valid freight bill, the PURCHASER OF CARRIER'S SERVICES, the consignors, and the consignees remain liable for payment to the CARRIER. This is the case even if the consignor or the PURCHASER OF CARRIER'S SERVICES has already forwarded payment to the third party and the third party fails to pay the CARRIER.

(4) If the PURCHASER OF CARRIER'S SERVICES is a third party freight broker or any form of third party logistics provider, by placing freight with CARRIER, PURCHASER OF CARRIER'S SERVICES acknowledges CARRIERS right to pursue unpaid freight charges from the consignor or consignee should the PURCHASER OF CARRIER'S SERVICES not make payment within 30 days. This term supersedes and takes priority over any separate contract with the CARRIER and any terms or rules promulgated by the broker or third party logistics provider.

(5) If, in the judgment of the CARRIER picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.

(6) If a shipment is required to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the CARRIER picking up the shipment at origin and the consignor guarantees to pay the charges if the PURCHASER OF CARRIER'S SERVICES fail to do so within the time allowed under the credit policy. Such a shipment will not be accepted as a collect shipment if the consignor executes Section 7 of the Bill of Lading.

(7) CARRIER shall have 3 years from the date of shipment to file a claim with the consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES for undercharges or other charges in addition to its original freight charges. The consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES shall have 30 days from the date the original freight bill and all supporting documentation was received to file a claim with CARRIER for overcharges, except that claims resulting from duplicate payments may be filed by PURCHASER OF CARRIER'S SERVICES at any time. All overcharges, unidentified and duplicate payment claims shall be processed by CARRIER in accordance with 49 CFR Part 378. Carrier will not open new overcharge claims on any invoice for which a closed overcharge claim exists.

(8) CARRIER must bring a civil action to recover charges for transportation or service provided by CARRIER to the consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES pursuant to this Contract within 4 years from the date of shipment. The consignor, consignee, and/or PURCHASER OF CARRIER'S SERVICES must bring a civil action to recover overcharges from CARRIER within eighteen (18) months from the date such entity receives written declination of its claim for overcharges. Any demand for payment after this limitation shall be considered time barred and void.

1690. PROHIBITED OR RESTRICTED ARTICLES

A. The following property will not be accepted for shipment nor as premiums accompanying other articles:

Bank Bills	Museum Exhibits or Articles of Antiquity
Notes	Drafts
Original Works of Art	Letters
Valuable papers	

B. Additional prohibited articles: prohibited or stolen goods, illegal drugs, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition, Jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, tickets, stamps, coins, or goods or collections of any similar kind. Goods likely to encourage vermin or other pests or to cause infestation or contamination.

C. Articles of extraordinary value (i.e. articles tendered with an invoice value exceeding $100,000 or $10.00 per pound per package, whichever is less) will not be accepted for shipment or as premiums accompanying other articles, unless PURCHASER OF CARRIER'S SERVICES has first complied with Section 1170(E) herein.

D. CARRIER is not obligated to receive freight, liable to impregnate or otherwise damage other freight or CARRIER'S equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment", or may, for lack of suitable equipment, be refused.
E. CARRIER shall not be liable for any loss or damage to any prohibited or restricted articles should the consignor tender such articles to CARRIER in contradiction of this provision. The PURCHASER OF CARRIER'S SERVICES agrees to defend, indemnify and reimburse CARRIER for any physical harm, damage or liability that may result in any way from the transportation of any prohibited or restricted article as identified above.

1700. RECONSIGNMENT OR DIVERSION

A. Definitions of Reconsignment or Diversion: For the purpose of this rule, the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:
   1. A change in the name of the consignor or consignee.
   2. A change in the place of delivery within the original destination point.
   3. A change in the destination point.
   4. Relinquishment of a shipment at point of origin.
B. Conditions:
   1. Requests for reconsignment must be made in writing or confirmed in writing. The CARRIER must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.
   2. CARRIER will make a diligent effort to execute a request for reconsignment but will not be responsible if such service is not affected.
   3. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the CARRIER before reconsignment will be made.
   4. Only entire shipments, not portions of shipments may be reconsigned.
   5. An order for reconsignment of a shipment moving under uniform bills of lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed or exchange.
C. Charges for this service are as listed in the applicable Addendum for the mode of service provided.
D. Where request is made by the PURCHASER OF CARRIER'S SERVICES, before a shipment has left CARRIER'S terminal at point of origin for return of a shipment to the original place of shipment, or delivery thereof to another CARRIER at point of origin, or relinquish possession to the PURCHASER OF CARRIER'S SERVICES or another CARRIER at CARRIER'S terminal, such service will be subject to charges as listed in the applicable Addendum.

1710. RE-DELIVERY

A. When a shipment is tendered for delivery and through no fault of the CARRIER such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions.
   1. If one or more additional tenders or final delivery of the shipment are made a minimum charge per vehicle will be made for each such tender and for the final delivery as listed in the applicable Addendum.
   2. All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of the CARRIER, by the party or parties requesting redelivery before the shipment is redelivered.

1720. RENOTIFICATION CHARGE

When the CARRIER has fully complied with the shipping and delivery instructions and through the fault of the consignee, CARRIER is unable to tender delivery as scheduled; there will be a re-notification charge as listed in the applicable Addendum, in addition to all other applicable charges.

1730. REPOSITIONING EQUIPMENT

Excess mileage charge along with a minimum charge per occurrence as listed in the applicable Addendum will apply.

1740. RETURNED/UNDELIVERED SHIPMENTS

Excess mileage charge along with a minimum charge per occurrence as listed in the applicable Addendum will apply.

1750. SHIPMENTS OF UNUSUAL CONFIGURATION

When a single shipment weighs less than the authorized volume or truckload minimum weight, and the average weight per lineal foot is less than 800 pounds, freight charges will be computed on the basis of 800 pounds per lineal foot.

1760. SHIPMENTS TENDERED IN EXCESS OF MAXIMUM WEIGHT/CHANGES

Shipments in excess of a stated maximum weight will be rated at the truckload or volume provisions applicable, and weights in excess shall be rated as a separate shipment.

1770. SHIPMENTS TENDERED IN EXCESS OF MAXIMUM WEIGHT RESTRICTIONS PREARRANGED WITH CARRIER

A. Excess weight will be rated as follows:
   (1) First determine the line haul charges that would apply at the stated maximum weight.
   (2) Divide the line haul charges by the stated maximum weight expressed as a hundredweight.
   (3) Result is a rate in cents per hundredweight to be applied to the excess weight over the stated maximum in the rate item.
   (4) Charges for the excess weight may not be less than the applicable minimum charge for less than truckload.
   (5) Charges for excess weight shall be in addition to all other applicable charges.

B. No vehicle may be loaded in excess of that quantity of freight which can be transported from origin to destination in or on such vehicle because of weight or size limitations of federal, state or municipal laws or regulations.

1780. SORTING AND SEGREGATING

A. Upon instructions of the PURCHASER OF CARRIER'S SERVICES, CARRIER will sort or segregate freight into individual lots and place such segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the PURCHASER OF CARRIER'S SERVICES for receipt of freight within or adjacent to the vehicle. The charge for this service shall be $1.50 per 100 pounds; subject to a minimum charge of $250.00 per shipment which shall be in addition to all other charges assessed and the PURCHASER OF CARRIER'S services or party requesting the service should be responsible for payment of the charge.

1790. SPECIAL EQUIPMENT

Subject to the availability of the equipment, if requested by the PURCHASER OF CARRIER'S SERVICES, in lieu of already agreed upon charges, special equipment will be furnished subject to a twenty ($0.20) cent per mile per vehicle used charge or 125% of the cost of renting the special equipment, whichever is greater. Such charges will be in addition to the otherwise applicable truckload rate.

1800. SPECIALIZED TRAILER CHARGE

A. Shipments that contain articles not exceeding 8'6" high, but for which single drop-frame or drop-deck equipment is required by the PURCHASER OF CARRIER'S services and furnished by the CARRIER, will be charged at 150% of the truckload rate based on the highest minimum weight in the rate item, or the actual weight if greater, but not less than 40,000 pounds, in lieu of already agreed upon charges.

B. When double drop frame or drop deck equipment is furnished, the charge will be 175% of the truckload rate.

1810. STOP-OFF CHARGES

A. Shipments subject to truckload rates and truckload minimum weights, received from one shipper at one point at one time for one consignee at one destination and covered by one bill of lading, may be stopped for partial loading and or partial unloading, subject to the following provisions:
   1. Each stop-off is limited to one placement of the truck.

2. Stop-offs for partial loading or partial unloading will not be permitted on shipments moving "In Bond" or where Section 7 of the bill of lading has been executed.
3. The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.
4. The entire component parts of a shipment must be loaded and in transit before any stop is made for partial unloading.

B. Each stop for either partial loading or partial unloading, but not both on the same shipment, will be subject to a stop-off charge per stop as listed in the applicable Addendum, excluding the stops for initial pick-up and final delivery.

C. A vehicle transfer charge will be assessed for each transfer of a vehicle from one loading or unloading site to another as listed in the applicable Addendum.

D. Line-haul charges will be determined as follows:
1. Shipments will be rated as if the entire shipment moved from each place where any portion of the shipment is picked up to each place where any portion of the shipment is delivered and the highest of such charges will apply to the entire shipment. In determining charges, apply rates in effect on date of shipment from point of origin.
2. Point to Point Rates (Specific Commodity Rates): If the total distance from initial origin to final destination via the stop-off point or points exceeds 105% of the shortest route mileage from initial origin to final destination, or if the route movement, by virtue of the content of hazardous materials, or because of over-weight or over-dimension, or the closing or prohibition of use of bridges, tunnels, or highway section by any public authority, that distance in excess of 105% will charged per mile as listed in the applicable Addendum, but total freight charges to be not less than provided in D1 above.
3. Distance Commodity Rates: Charges on shipments stopped for completion of loading or partial unloading shall be assessed on the basis of the applicable truckload rate and minimum weight (or actual weight if greater). The mileage to be used to determine the charge is the mileage from the original point via the stop-off points determined via the order of stop-off(s) as loaded for delivery by the PURCHASER OF CARRIER'S services. The greatest mileage between any point of loading and any point of unloading will determine initial origin and final destination.

E. Conditions:
1. Consignor must prepay all charges and only one freight bill will be issued for the entire shipment. However, charges may be collect when they are guaranteed by the consignor and so noted on the bill of lading at the time of shipment. All charges to be collected from the consignee at final destination.
2. When bill of lading requires stop-off to unload a component part of the shipment and CARRIER is unable during business hours to effect delivery of such freight at the point of place of stop-off, that undelivered portion of such shipment shall then be subject to rules and regulations governing unclaimed freight, storage and delivery of freight, to the extent that services are applicable.
3. Except where shipment consists of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by the consignor in such manner that each lot of freight intended for delivery at a particular point or place of stop-off will be readily distinguishable from all other freight in the shipment.
4. For CARRIER'S convenience, any portion of the shipment may be picked up, transported, or delivered, in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.
5. Arrangements for any stop-off service provided in this item must be made with the CARRIER before shipment, or any portion thereof, is tendered for transportation.
6. The entire portion of shipment to be picked up must be available for pickup at time of tender.
7. The PURCHASER OF CARRIER'S SERVICES must tender the part lots in the order required by the CARRIER.
8. The party or parties authorized and designated by the PURCHASER OF CARRIER'S SERVICES to accept or tender freight at a point or place of stop-off may be the same or other than the billed the PURCHASER OF CARRIER'S SERVICES.
9. The bill of lading shall designate the following:

a. Stop-off point or points and places.
b. The weight, quantities, marking and description of articles to be loaded or unloaded.
c. The name and address of the party authorized to tender freight or to accept freight for unloading at point or place of stop-off.

1820. STORAGE

A. Freight held in CARRIER'S possession by reason of an act or an omission of the PURCHASER OF CARRIER'S SERVICES, or owner, or for customs, clearance or inspection and through no fault of the CARRIER, will be considered stored immediately and will be subject to the following provisions.
   1. Storage charges on freight awaiting line haul transportation or on undelivered freight after arrival notice has been given, will begin the day freight is received by the CARRIER for storage.
   2. Freight placed on company equipment and not moving will be considered to be in storage.
   3. Freight stored in CARRIER'S possession will be assessed the following charges.
      (a) $100.00 per day, 7 days per week including weekends and holidays, minimum charge $700.00.
      (b) Storage charges under this item will end when CARRIER is enabled to deliver or transport the freight as a result of action by the PURCHASER OF CARRIER'S services, consignor owner or customs official.
      (c) When CARRIER does place the freight in a public warehouse, a minimum charge of $100.00 per square foot will be made in addition to the applicable warehouse charges, and CARRIER shall have no further liability with respect to any loss or damage to the cargo placed in storage.

B. CARRIER will place goods in storage-in-transit only upon specific request and upon PURCHASER OF CARRIER'S SERVICES's agreement to the terms and conditions appearing in this Agreement and any additional terms provided prior to shipment.

C. CARRIER shall have the right to terminate the interstate character any shipment if PURCHASER OF CARRIER'S SERVICES does not make payment of the billed charges within the due date of the billing.

D. Upon request, and providing CARRIER with reasonable advance notice, any party with an interest in the freight shall have the right to inspect it for damage of any kind prior to placement in storage. Absent notification, in writing, of loss or damage occurring prior to conversion to permanent storage, all loss or damage to freight placed in storage shall be deemed to have occurred during permanent storage and CARRIER shall have no liability for such loss or damage.

1830. STRIKE INTERFERENCE

When because of a strike or labor issue with employees, it is impossible to make available for movement any partially loaded or empty trailers detained on premises, a detention charge of $100.00 per day or fraction thereof will be made following the expiration of free time.

1840. TARP CHARGE

When Tarp service is required, additional charges will apply as listed in the applicable Addendum.

1850. TEAM DRIVER

When requested by the PURCHASER OF CARRIER'S SERVICES, an extra driver will be furnished an additional rate per mile as listed in the applicable Addendum in addition to all other published charges. The bill of lading must bear the notation "Team Driver Requested".

1860. TEMPERATURE CONTROL

Unless otherwise agreed in a written agreement, executed by an officer of CARRIER, CARRIER assumes no responsibility for articles or commodities that require protection from either heat or cold regardless of any notations on the bill of lading, rate confirmation sheet or other document. Any shipment requiring temperature control will be accepted at the PURCHASER OF CARRIER'S SERVICES's own risk. If for any reason, this service is provided, charges will be assessed as listed in the applicable Addendum.

1870. TENDERED AS A TRUCKLOAD

A. All shipments tendered to CARRIER will be considered as truckload unless otherwise specified and approved.
B. Shipments will be accepted only on a prepaid basis unless otherwise specified and approved.

1880. TENDERED AS LESS-THAN-TRUCKLOAD

A. Shipments tendered as Less-than-truckload will require special pricing.
B. Shipment moving under this provision will be accepted either on a prepaid basis or collect basis if Section 7 of the Bill of Lading is not executed.

1890. TOLLS, ROADS, AND BRIDGES

Increases in toll costs (occurring after date of base rate) will be a pass through plus a 20% administrative fee.

1900. TRAILER POOL CHARGE

Charge is per trailer, per day as listed in the applicable Addendum for each trailer in excess of the negotiated pool. Repositioning of Equipment accessorial may apply.

1910. TRAILER WASH OUT

Cost pass through at 100% with actual washout service receipt plus a 20% administrative fee.

1920. TRENCHING OR STRINGING SERVICE

A. The additional use of CARRIER'S vehicle at point of destination for the purpose of trenching or stringing will be permitted, subject to the following terms and conditions:
   1. Nothing in this rule shall compel CARRIER to perform service at or to the sites not accessible to trucks.
   2. Service under this rule shall be performed upon request of the PURCHASER OF CARRIER'S services.
   3. Charge for service performed shall be $100.00 per hour and does not include unloading by the CARRIER.
   4. Charges for service performed under this item shall be in addition to all other lawful accrued charges.

1930. UNDELIVERED FREIGHT

A. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the CARRIER cannot locate the consignee's facility, or if the freight cannot be transported because of an error or omission on the part of the consignor or consignee, the CARRIER will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefore. However, CARRIER will have no liability for any damages of any kind, arising out of CARRIER's inability to deliver the freight.
B. On undelivered shipments, disposition instructions issued prior to tender of delivery will not be accepted as authority to re-ship or return a shipment or to limit storage liability.
C. Undelivered shipments will be subject to storage and or detention charges. PURCHASER OF CARRIER'S SERVICES shall be liable for all costs incurred by CARRIER to dispose of any freight that it cannot deliver under this Section.

1940. UNNAMED POINTS OR TERMINAL AREA

A. Rules and regulation, published in this Contract, will apply from and to points named in this Contract, as well as from and to places within the limits specified below:
   1. If the point of origin or destination is an unincorporated community, all places within two and one-half miles by air line of the post office of the same name in such unincorporated community if the community has a population of less than 2,500; within four miles if it has a population of 2,500 but less than 25,000; and within five and one-half miles if it has a population of 25,000 or more.
   2. If the point of origin or destination is an incorporated community at any place within the corporate limits, and places as defined. With population of less than 2,555 at any place not more than two miles from the base municipality. With population of 2,500 or more but less than 25,000 at any place not more than three miles from the base municipality. With population of 25,000 or more but less than 100,000 at any place not more than four miles from

the base municipality. With population of 100,000 or more at any place not more than five miles from the base municipality.

3. Population figures to be used are those determined by the latest US Census Bureau Census, as shown in the standard Rand McNally.

1950. UNSAFE OPERATION

A. Nothing in this Contract shall be construed as making it binding on the part of the CARRIER to receive freight for destination to which, on account of conditions of roads, it is impracticable to operate trucks, or to make deliveries at location at destination stations to which location, account of condition of streets or roadways it is impracticable to operate trucks. In such latter cases notice shall be given the PURCHASER OF CARRIER'S services and delivery made at terminal depot, or at other practicable location. PURCHASER OF CARRIER'S SERVICES agrees that CARRIER shall have absolute discretion to take whatever actions it deems necessary to ensure safe operations.

1960. USED COMMODITIES

A. Shipments of any used commodity will be released at a value not to exceed ten (10) cents per pound per package. Used commodities are any commodities with prior use, including but not limited to restored, refurbished and remanufactured commodities as well as factory warranty returns. Also included are any commodities that have been set-up and operated, including any commodity that has been used for the commodity's stated purpose or to demonstrate the performance or merits of a product to prospective buyers. Also included are items not manufactured by the shipper; previously owned and shipping for re-use or as a result of resale. CARRIER'S liability, if any, for any loss or damage to such shipment, regardless of the cause of the loss or damage, shall not exceed this released value.

B. Regardless of any higher valuations that may exist in this Contract, if the PURCHASER OF CARRIER'S SERVICES requests that CARRIER be liable for loss, damage or delay of commodity at a value exceeding ten (10) cents per pound, the PURCHASER OF CARRIER'S SERVICES must comply with all conditions and procedures specified in Section 1170 (E) of these Freight Rules and Regulations.

1970. VEHICLES FURNISHED BUT NOT USED

A. When CARRIER upon receipt of a request to pick-up a shipment and CARRIER have dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the CARRIER, the vehicle is not used; a charge per vehicle will be assessed as listed in the applicable Addendum.

B. If vehicle is a Team Driver shipment, an additional charge will be assessed as listed in the applicable Addendum along with the Excess Miles accessorial may apply.

1980. WEIGHTS – GROSS WEIGHTS

A. Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.

B. All and any packaging, dunnage or securement material will be included in the weight of the shipment.

C. Materials required securing a shipment beyond the normal truck equipment of tarps, straps and chains and the PURCHASER OF CARRIER'S services will provide load locks.

D. If additional materials are required to be provided by the CARRIER the cost of that material will be reimbursed a rate of 130% of purchase price plus $25.00 per hour labor for the time required to acquire the material.

E. When the bill of lading does not accurately reflect the gross weight of a shipment, the CARRIER can adjust the gross weight to reflect the actual shipment weight. Such adjustments must be supported by certified scale tickets and charges as applicable to the increased gross weight will be applied.

F. When the CARRIER is detained at any federal, state or local government facility due to overweight, and the bill of lading does not accurately reflect the gross weight of the shipment, the PURCHASER OF CARRIER'S services will be liable for the cost of any citations issued to the CARRIER as a result, plus the costs associated with the repositioning or unloading of the shipment to facilitate achieving legal weight.

(1) When CARRIER is required to dispatch a second unit to assist in repositioning or unloading of a shipment, the charge for this service will be $1.65 per mile, with mileage computed from

the point of dispatch to the location of the federal, state or local facility where the original equipment is detained, subject to a minimum charge of $750.00.

(2) The labor charge for the repositioning or unloading of such a shipment shall be at the rate of $75.00 per hour or fraction thereof, per man and shall apply in addition to charges assessed in paragraph F (1) above.

(3) Excess materials not able to be retained as part of the original shipment as a result of federal, state or local weight restrictions, shall be transported at a flat rate of $1.65 per mile with a minimum charge of $750.00.

1990. WEIGHT VERIFICATION

CARRIER will verify the weight of any shipment upon request by the PURCHASER OF CARRIER'S SERVICES. Such verification will only be made while in the custody of the CARRIER. A charge per shipment or per vehicle as listed in the applicable Addendum will be made for furnishing such verification. This charge is to be paid by the party requesting the service.

2000. YARD STORAGE

Charge is per shipment per day loaded trailer storage as listed in the applicable Addendum. Trailer detention and positioning may apply.

2010. SPECIAL CONDITIONS FOR THIRD PARTY LOGISTICS PROVIDERS

The additional provisions contained in this item govern CARRIER's business relationships with 3PLs (Third-Party Logistics Providers) in connection with generic pricing programs published for those companies. These terms are intended to be in addition to the above terms, except where inconsistent with the below – in which case the below will govern. A 'generic pricing program' as contrasted to a 'client-specific pricing program' is one established for a 3PL for general application to a broad range of possible shippers and commodities unknown to CARRIER prior to tender of freight. For such cases this Contract item contains the terms, conditions and requirements applicable to such shippers, consignees, shipments and commodities.

A. INDEMNIFICATION FOR FREIGHT CLAIMS: 3PL agrees to indemnify, defend and hold CARRIER harmless from and against all freight loss or damage claims arising out of services arranged for by 3PL for which liability exceeds limitations stated in either the National Motor Freight Classification and/or this Contract and/or for which packaging requirements are not met.

B. PAYMENT FOR TRANSPORTATION: In the event 3PL invoices shippers for transportation services and in turn receives payment for transportation services, 3PL shall pay CARRIER as follows:

A. Payments: 3PL assures that all payments due to CARRIER providing transportation shall be paid not later than THIRTY (30) days following receipt of CARRIER's invoice.

B. Covenant of Trust: 3PL covenants and represents that 3PL shall segregate and maintain all amounts due CARRIER for transportation purchased from CARRIER by sequestering those funds immediately as the funds of CARRIER and such funds shall be the funds of the CARRIER and not of the 3PL and shall be treated in a manner similar to the interline trust fund doctrine.

2020. ADDITIONAL TERMS APPLICABLE TO INTERMODAL FREIGHT

The following are additional liability terms governing Intermodal transportation on CARRIER or transportation provided by CARRIER as part of a continuous Intermodal movement. The PURCHASER OF CARRIER's SERVICES must arrange for the transportation of equipment before and/or after transportation by CARRIER, and CARRIER is not a party to or liable for any portion of such arrangements. Any specific provisions pertaining to intermodal freight shall take precedence over general provisions in this Contract, unless otherwise stated.

A. For any shipments involving carriage within the United States of America where the Interstate Commerce Act (including the Carmack Amendment, 49 U.S.C. § 14706), Interstate Commerce Commission Termination Act, or any related statutes would otherwise be applicable, the terms of this Item shall continue to be construed as a contract for specified services provided under specified rates and conditions pursuant to 49 U.S.C. § 14101(b). The parties hereby expressly waive any and all rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act (the "Acts") as amended, and regulations promulgated thereunder, including Part B of Subtitle

IV Interstate Transportation, 49 U.S.C. § 13101, et seq. including application of 49 U.S.C. § 14706. No Party shall challenge any provision of this Contract on the ground that any such provision or provisions violates the waived rights and remedies under the Acts.

a. Except where prohibited by applicable law, the rights and liabilities of the parties are to be determined exclusively pursuant to the terms and conditions of this Contract. Liability and damages with respect to any claims for freight loss or damage shall be determined exclusively pursuant to the terms and conditions of this Contract.
b. Except where there is a statute of compulsory applicability, with terms that cannot be modified by private contract, the sole remedy against CARRIER available for any loss or damage to cargo shall be a claim for breach of this contract. PURCHASER OF CARRIER'S SERVICES (and all parties tendering freight through the PURCHASER OF CARRIER'S SERVICES) expressly waives and releases any other claims it has or may have against CARRIER arising from or related to any intermodal transportation of cargo, specifically including but not limited to, any claim for freight loss or damage.

B. For Shipments Involving Ocean Carriage to or from the United States of America

a. For shipments to or from the United States involving ocean carriage, CARRIER'S liability shall not exceed USD $500 per package or customary freight unit, or any lesser limitation afforded herein, as set forth in the Carriage of Goods by Sea Act ("COGSA"). The term package shall mean a class of cargo, irrespective of size, shape, or weight, to which some packaging preparation for transportation has been made which facilitates handling, but which does not necessarily conceal or completely enclose the goods.
b. PURCHASER OF CARRIER'S SERVICES hereby acknowledges and agrees (on behalf of itself and all those tendering cargo via PURCHASER OF CARRIER'S SERVICES) that the liability terms of COGSA, and specifically the per package limitation of liability, shall extend to all times in which consignment is in CARRIER'S possession (including CARRIER'S employees, agents, subcontractors, draymen, and subcarriers involved in the transportation of PURCHASER OF CARRIER'S SERVICES' goods), and during all transit within the United States of America, including all transport occurring prior to loading onto a vessel and/or all transport occurring after unloading from the vessel;
c. CARRIER has no knowledge of the value of the cargo, and higher compensation than that provided for by COGSA may be claimed only when, with CARRIER's consent: (i) for multimodal shipments to or from the United States of America, PURCHASER OF CARRIER'S SERVICES performs all requirements for higher liability, as set forth in Item 1170 (above); and (ii) in all other cases, the PURCHASER OF CARRIER'S SERVICES declares the value of consignment on the face of CARRIER's bill of lading and pay an extra freight charge agreed upon by CARRIER. In that case, the amount of the declared value shall be substituted for the limits laid in this bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
d. However, for avoidance of doubt, nothing in the bill of lading document shall operate to limit or deprive CARRIER of any statutory protection, defense, exception or limitation of liability authorized by any applicable laws, statutes or regulations of any country, which are hereby incorporated into the terms and conditions of this Agreement. CARRIER shall have the benefit of the said laws, statutes or regulations as would the owner of any carrying vessel.

C. For Shipments Involving Air Carriage to or from the United States of America:

a. For shipments involving air carriage to or from the United States of America, carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Convention.
b. To the extent not in conflict with the foregoing, except where there is a legal regime of compulsory applicability, all carriage hereunder and all services

performed by CARRIER shall nonetheless be subject to these terms and conditions.

c. Except as otherwise provided herein, in carriage to which the Montreal Convention does not apply, our liability for consignments lost, damaged, or delayed shall be the lesser of 19 Special Drawing Rights per kilogram, or CARRIER'S Released Value Liability (as set forth below), unless a greater per kilogram monetary limit is required by any applicable Convention, and/or you comply with all requirements for higher level of liability, as set forth in Item 1170.

D. All Other Shipments: Except as set forth above, or where there is a legal regime of compulsory applicability, CARRIER's liability shall be unchanged from the terms set forth in Item 1170 (above)

E. Additional Terms:

a. For avoidance of doubt, all terms appearing in this Contract shall remain applicable to intermodal traffic, and shall continue to govern CARRIER's rights and responsibilities except as specifically set forth herein.

b. These limitations of liability shall extend and apply to any of CARRIER's employees, agents, subcontractors, and subcarriers involved in the intermodal transportation of goods.

c. All lawsuits for cargo loss, damage, or delay must be filed within the minimum time period permitted by any statute or treaty of compulsory applicability, or in the absence of any such time period, 9 months from the actual delivery date or the expected date of delivery.

d. If intermodal cargo is moved under the terms of a through bill of lading issued by another carrier, such as an air or ocean carrier that has limited liability terms (including but not limited to a maximum value per pound or package limitation), CARRIER's released-value liability shall be no greater than the limitation of liability applicable to that bill of lading.

e. In the event of an unlocated loss (where the cause cannot be determined by normal inspection), CARRIER shall have no greater liability for cargo loss or damages than any other participating carrier unless CARRIER has been found to be the sole proximate cause of the loss alleged.

f. For avoidance of doubt, unless comparative fault is not permitted by applicable statute or treaty, CARRIER shall not be liable for any loss and damage to cargo and/or equipment, injury or death to any person, or loss and damage to property that is greater than the percentage of CARRIER's causal negligence in the event the loss of damage resulting from the concurrent negligence of CARRIER and any other participating in the intermodal movement including, but not limited to the shipper, the consignee, the PURCHASER OF CARRIER'S SERVICES and their respective employees, servants, contractors, invitees, directors, officers, or agents; or the negligence of any other carrier participating in the shipment.

F. Accessorial Charges:

a. Accessorial charges will be assessed as listed in Addendum B for any service provided as a part of this item. For any accessorial items incurred and not listed in Addendum B, Addendum A or the applicable terms of this contract will apply.

G. Storage/Yard Storage

a. Storage will be defined as any instance where the container is interchanged on a calendar date that differs from the pickup/delivery date regardless of the reason for the occurrence. Storage will be charged in full day increments to include the first and last day of storage.

H. Rail Storage/Demurrage

a. Rail Storage/Demurrage will be assessed based on charges incurred by CARRIER plus an administrative fee of 20%.

I. Per Diem

a. Per Diem will be charged after the expiration of 3 free days starting on the date of container outgated interchange and ending on the date of container ingated interchange. Per Diem will be charged in full day increments to include the first and last day of usage, 1 day minimum. In the event specialized equipment is used, Specialized Per Diem charge will apply. Specialized equipment includes, but is not limited to, reefers, open tops, and flat racks.

PART 2

International Air and Domestic Air/Ground Freight Forwarding
Terms and Conditions

SCOPE AND APPLICATION OF PART 2
INTERNATIONAL AIR AND DOMESTIC AIR/GROUND FREIGHT FORWARDING TERMS AND CONDITIONS

Part 2 of the Terms and Conditions contain Universal's terms and conditions governing the transportation of, or facilitating the transportation of, articles moving via air and ground services between points in the United States and points throughout the world. This includes, air freight forwarding, customs brokerage and related warehousing functions. The services set forth in this Part will primarily be performed by Cavalry Logistics International, Inc. however some services in this Part may be performed by other Universal entities collectively referred to in this Part as ("CLI") which is an Indirect Air Carrier compliant with TSA rules and regulations. The TSA recognizes Cavalry Logistics International, Inc. as an approved indirect air carrier under IAC GL 9911001.

EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS, AND SYMBOL

1. CLI means CAVALRY LOGISTICS INTERNATIONAL, INC. or other Universal entities performing services set forth in this Part.
2. All abbreviations for states within the United States of America are the USA Postal Service designated two letter codes for use with all zip codes.
3. All abbreviations for Canadian Provinces are the Canadian Postal Service designated two letter codes for use with postal mailing codes.
4. USA means United States of America.
5. lb. (s) means pound(s).
6. kg. (s) means kilogram(s).
7. no. (s) means number(s).
8. cu. means cubic.
9. in. means inch(es).
10. ft. means foot/feet.
11. mm. means millimeter
12. f. means Fahrenheit
13. C.O.D. means Collect On Delivery.
14. F.C.C.O.D. means Freight Charges Collect On Delivery.
15. cy. means currency.
16. DOT means Department of Transportation
17. etc. means and so forth.
18. FAA means Federal Aviation Administration
19. FAR means Federal Aviation Regulations
20. IATA means International Air Transport Association
21. i.e. means that is
22. a.k.a. means also known as.
23. NVD means no value declared
24. % denotes percentage.
25. $ denotes United States of America dollars (USD).
26. / denotes and/or.
27. & denotes and.
28. (X) denotes cancellation.
29. TSA means Transportation Security Administration.

DEFINITIONS

1. Advance arrangements, see special arrangements.
2. Airbill, which is equivalent to the term air consignment note, means the document entitled "airbill", "air waybill/consignment note", or "non-negotiable bill of lading" made out by or on behalf of the shipper which evidences the contract between the shipper and CLI for carriage of the shipment.
3. Area No. 1 comprises all of the North and South American Continent and the adjacent islands, Greenland, Bermuda, the West Indies and the islands of the Caribbean Sea, the Hawaiian Islands (including Midway and Palmyra).
4. Area No. 2 comprises all of Europe (including the European part of the Russian Federation) and the adjacent islands, Iceland, the Azores, all of Africa and the adjacent islands, Ascension Island, that part of Asia lying west of and including Iran (Islamic Rep. of).

5. Area No. 3 comprises all of Asia and the adjacent islands, except that portion included in Area 2, all of the East Indies, Australia, New Zealand, and the adjacent islands, the islands of the Pacific Ocean, except those included in Area 1.
6. Carriage, which is equivalent to transportation, means carriage of shipments by air.
7. Charges Collect, means the charges entered on the air waybill for collection from consignee.
8. C.O.D. (Collect on Delivery) means an arrangement between the shipper and CLI, whereby the latter, upon delivery of the shipment, is to collect from the consignee the amount indicated on the airbill as payable to the shipper.
9. Consignee means the person whose name appears on the airbill as the party to whom the shipment is consigned.
10. Consignor, which is equivalent to the term shipper, means the person whose name appears on the airbill as the party contracting with the CLI for carriage of the shipment.
11. Contiguous United States means the 48 contiguous states and the District of Columbia.
12. Customs Consignee, which is equivalent to the term customs clearance agent, means customs broker or other agent of the consignee designated to perform customs clearance services for the consignee.
13. Days means full calendar days, including Sundays and holidays; provided, that for purposes of notification, the balance of the day upon which notice is dispatched shall not be counted.
14. Domestic means points within United States and Puerto Rico.
15. FAK means Freight All Kinds (excluding hazardous materials). An open classification to all commodities listed as acceptable by this tariff and which are being shipped to certain designated points.
16. International means to/from points in the USA and points throughout the world (except points in Item 14).
17. Legal holiday means any national, state or locally recognized holiday.
18. Next business day will mean shipments tendered to CLI on Monday through Thursday between 8:00 a.m. and 5:00 p.m. the next business day is the following day, except on holidays which will be the next business day following the holiday. For shipments received on Friday between 8:00 a.m. and 5:00 p.m. the next business day is Monday. For shipments received on Saturday or Sunday the next business day is the following Tuesday. For shipments received on holidays the second business day following the holiday will be considered as the next business day
19. Shipment means one or more pieces accepted by CLI from one shipper at one time and at one address, receipted for in one lot and moving on one airbill to one consignee at one destination address.
20. Shipper means the person or entity contracting with CLI for carriage of the shipment.
21. Special Arrangements or Advance Arrangements means that the shipper is required to first contact CLI prior to tender of the shipment.
22. "USA", "United States of America" or "The United States" means, unless otherwise specified, the area comprising the 48 contiguous, federated states; the Federal District of Columbia; Alaska; The Hawaiian Islands.
23. WEIGHT RATING, PER POUND DOMESTIC AND PER KILOGRAM INTERNATIONAL
24. VOLUME RATING, 194 CUBIC INCHES PER POUND DOMESTIC, 166 CUBIC INCHES PER POUND INTERNATIONAL, AND INTEGRATED CARRIERS 139 CUBIC INCHES PER POUND

DEFINITION OF DOMESTIC SERVICES

1. When pick up is executed Monday through Friday between 8:00 a.m. and 5:00 p.m. the following will apply:
   A. Next Day by Noon will be delivered by 12:00 noon the next business day.
   B. Next Day by 5:00 p.m. will be delivered by 5:00 p.m. the next business day.
   C. 2nd Day by 5:00 p.m. will be delivered by 5:00 p.m. the 2nd business day.
   D. 3 to 5 Day will be delivered between three and five business days at CLI's discretion.
2. Additional services requested will apply as follows:
   A. Next Flight Out will be picked up upon request and moved via the next available commercial or cargo flight that can accommodate the shipment. Shipment will be delivered as soon as shipment is released from the carrier and when the consignee can take delivery.
   B. Air Charter will be setup upon request. CLI will select aircraft type based on shipment size, shipment weight, origin, destination, and aircraft available at the time movement is required. Peripheral services associated with air charter movement will be accomplished in an expedited manner. Peripheral services include but are not limited to: shipment information verification, pick up, drop at origin airport, ground services, aircraft loading, departure confirmation, arrival confirmation, aircraft unloading, recover from destination airport, delivery, and proof of delivery.

C. Exclusive Use Truck will be picked up upon request and delivered upon arrival when the consignee can take delivery.
D. When 2nd Day by Noon service is requested the Next Day by 5 p.m. rate will apply.
E. When 3rd Day service is requested the 2nd Day by 5:00 p.m. rate will apply.
F. When 4th Day service is requested the 3 to 5 Day rate will apply.
G. When a service level is not selected on the CLI airbill Next Day by 5:00 p.m. service will apply.

3. When pick up is requested at a specific time between 8:00 a.m. and 5:00 p.m. Monday through Friday the rate for the service level selected will apply plus special pick up.
4. When delivery is requested at a specific time between 8:00 a.m. and 5:00 p.m. Monday through Friday the next higher service rate will apply. Example: For delivery requested by 10:00 a.m. the next day the Next Flight Out rate will apply. Example 2: For delivery requested by 2:00 p.m. the next day the Next Day by Noon rate will apply.
5. When pick up is after 5:00 p.m. Monday through Friday the next higher service rate will apply plus special pick up. Examples as follows:
   A. Next Day by Noon will be rated at the Next Flight Out rate.
   B. Next Day by 5:00 p.m. will be rated at the Next Day by Noon rate plus special pick up.
   C. Second Day will be rated at the Next Day by 5:00 p.m. rate plus special pick up.
   D. 3 to 5 Day will be rated at the 3 to 5 Day rate plus special pick up.
6. When pick up is requested on Friday for delivery on Saturday or Sunday the Next Flight Out rates will apply plus the applicable Saturday/Sunday delivery surcharge.
7. When pick up is executed between 8:00 a.m. and 5:00 p.m., Monday through Friday, and delivery is requested before 8:00 a.m., the following rates will apply:
   A. Next day will be rated at the Next Flight Out rate.
   B. 2nd day will be rated at the Next Day by 5:00 p.m. rate plus special delivery.
   C. 3 to 5 Day will be rated at the 3 to 5 Day rate plus special delivery.
8. When pick up is requested on Saturday or Sunday the next business day will be Tuesday. When pick up is requested on a holiday the second business day following the holiday will be considered as the next business day. Delivery under these circumstances prior to the next business day will be rated at Next Flight Out rates. In all cases Saturday/Sunday/Holiday surcharge will apply.
9. Any and all other service conditions that may arise shall be routed and rated at the discretion of CLI who will determine the rate thereof.

3000. TRANSPORTATION SECURITY ADMINISTRATION (TSA) REQUIREMENTS

The TSA recognizes CLI as an approved indirect air carrier under IAC GL 9911001. As such CLI will abide by all TSA regulations.

3100. INSPECTION OF SHIPMENTS

All shipments are subject to manual inspection, as deemed necessary and without prior notice, by CLI, the TSA, the DOT, or any other authorized government agency. Customers are not required to be present during the manual inspection, and may not have access to any shipment during or after inspections have occurred. It will be imperative that the commodity indicated on the airbill match the contents of the shipment. If they do not match, per the TSA security directive, CLI will not transport the shipment. In this event the shipper will be contacted to determine the disposition of the shipment.

3110. PACKING AND MARKING REQUIREMENTS

1. Shipments must be prepared or packed to insure safe transportation with ordinary care in handling.
2. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
3. Any article susceptible to damage as a result of any condition which may be encountered in air transportation, such as high or low temperature, high or low atmospheric pressure or sudden changes in either, must be adequately protected by proper packing and any other necessary measures.
4. Each piece must be legibly and durably marked with the name and address of the shipper and consignee.
5. Pieces with a floor bearing weight in excess of 100 pounds per square foot must be provided with skid or base which will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base must be furnished by the shipper and included in the gross weight of the piece.
6. Each piece of "C.O.D." shipment must be plainly marked to show that the shipment is "C.O.D." The markings must also show the number of pieces in the shipment.

7. Shipments with a declared value for carriage of $100.00 per pound or higher must be packed in outside containers with measurements of 1728 cubic inches (one cubic foot) or more.

3120. DESCRIPTION OF SHIPMENTS

1. The contents of all shipments must be indicated by accurate description by the shipper on the airbill, bill of lading, or letter of instruction.
2. The number of pieces included in a shipment must be specified on the airbill, bill of lading, or letter of instruction.

3130. SHIPMENTS ACCEPTABLE

Shipments are acceptable for transportation only when the rules and regulations shown in this Part and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper and/or consignee.

3140. SHIPMENTS ACCEPTABLE ONLY WITH PRIOR APPROVAL

CLI will transport the following commodities listed upon approval from the CLI Corporate Office. Responsibility for the non-observance of the conditions relating to shipments containing these commodities rests upon the shipper and consignee of the shipment who will be liable to the forwarder for any loss, damage, liability, or penalties it may incur because of carriage of any such shipment. CLI reserves the right to refuse any shipment without prejudice

1. Alcoholic beverages not shipped from a licensed dealer or distributor to another licensed dealer or distributor and will only be accepted on an airport to airport basis.
2. Antiques.
3. Corpses, Cremated or Disinterred Remains.
4. Firearms not shipped from or consigned to a licensed manufacturer, licensed importer, licensed dealer, or licensed collector who is not prohibited from such shipments by federal, state or local regulations. Shipper is responsible to comply with all applicable government regulations, laws, etc., including regulatory compliance by the consignee.
5. Fresh fruits, vegetables or perishable foods, nursery stock or plants.
6. Industrial and synthetic diamonds.
7. Musical instruments.
8. Original items of which no copy exists such as, but not limited to, original manuscripts, drawings, computer software, models, etc.
9. Personal effects, namely: used clothing or articles in trunks, suitcases, or other containers described as personal effects, upon inspections.
10. Adult oriented material, hard core and soft core including, but not limited to books magazines, films, videos, and computer software.
11. Shipments consigned "To Order Of" or "To Order - Notify", or shipments moving collect.
12. Shipments consigned to USA or Canadian post office boxes, or other post office boxes.
13. Shipments improperly packed or packaged.
14. Shipments not accompanied by proper documentation and the necessary information as required by convention or statute.
15. Used furniture and/or household goods.
16. Used computer and/or electronic equipment (purchase of additional insurance not allowed)

3150. SHIPMENTS NOT ACCEPTABLE

CLI will not transport the following commodities at any time. Responsibility for the non-observance of the conditions relating to shipments containing these commodities rests upon the shipper and consignee of the shipment who will be liable to the forwarder for any loss, damage, liability, or penalties it may incur because of carriage of any such shipment. CLI reserves the right to refuse any shipment without prejudice.

The following shipments will not be accepted under any circumstances:

1. Archeological Items.
2. Artwork, original paintings, drawings, etching, water colors and sculptures.
3. Class A and class B explosives.
4. Coins, coin collections, tokens, medals, and similar objects.
5. Furs, fur clothing and fur trimmed clothing.

6. Jewelry (other than costume), gem stones (cut or uncut), precious and semi-precious stones (cut or uncut).
7. Live animals.
8. Money, currency, bonds, bills of exchange, deeds, promissory notes, negotiable securities, stock certificates, evidences of debt, travelers checks, and credit cards (with names imprinted).
9. Precious metals including, but not limited to, gold, silver, platinum, bronze, copper, gallium, palladium, dore bullion, gold or silver in the form of bullion or dust cyanides, dust sulfides, or concentrates.
10. Shipments not expressly covered by these rules, or which would be likely to cause damage to other shipments, equipment, crew or passengers, or the carriage of which is prohibited by law.
11. Shipments of an inherent nature or defect which indicate to CLI that such transportation could not be furnished by CLI without loss of or damage to the shipment.
12. Shipments requiring special care or attention between origin and destination, without advance arrangement.
13. Shipments which require that CLI obtain a Federal, State or local license for their transportation will not be accepted when CLI has elected not to comply with such license requirements.
14. Stamps, postage, trading or revenue, and stamp collections.
15. Watches, watch cases, clocks or chronographs.

3160. ROUTING AND RE-ROUTING

1. CLI, in the absence of specific routing instructions by the shipper on the airbill, exercising due diligence in order to protect all shipments accepted for transportation, reserves the right to determine the routing of all shipments, i.e. the carrier and mode utilized.
2. The shipper, when requesting specific routing instructions on the airbill, i.e. the carrier and mode utilized, shall be responsible for all additional charges incurred as a result of the requested routing.
3. When the requested routing cannot be performed, CLI will route the best method possible and notify the shipper.

3170. NOTICE AND DISPOSITION OF PROPERTY

1. CLI will promptly notify the consignee of the arrival of the shipment, except when delivery service is to be provided by CLI.
2. If, at the expiration of the free storage time provided, a shipment containing non-perishable property is unclaimed or delivery cannot be effected, CLI will so notify the shipper and consignee, by mail, at the addresses shown on the Airbill or letter of instruction. Upon written instructions from the shipper, CLI will return the shipment to the shipper, forward or reconsign it, or otherwise dispose of it, all at the shipper's expense. If no such instructions are received within thirty (30) days after the date of mailing such notice, CLI will dispose of the shipment at public or private sale.
3. If a shipper or consignee desires notification by collect telephone call or telegram when a shipment containing perishable property is delayed in the possession of CLI, threatened with deterioration, unclaimed, or delivery cannot be effected, authorization and instructions for such notification, including the name, telephone number and/or address of the party to be notified, shall be given on the Airbill or letter of instruction. If such authorization and instructions are not given, or if, after reasonable attempt to comply therewith, CLI does not promptly receive further instructions concerning the disposition of the shipment CLI will take such steps as due diligence requires for the protection of all parties in interest, including rerouting the shipment by other means of transportation, or disposal of the shipment, at public or private sale, without further notice to the shipper or consignee.
4. No sale or disposal pursuant to this provision shall discharge any liability or lien to any greater extent than the proceeds thereof, less selling expenses if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency.
5. Exercise of Right of Disposition on International Shipment:
   Every exercise of the right of disposition must be made by the shipper and must be applicable to the whole shipment under a single air waybill. The right of disposition over the shipment may only be exercised if the shipper produces the copy of the air waybill which was delivered to him. Instructions as to disposition must be given in writing to forwarder. In the event that the exercise of the right of disposition results in a change of consignee, such new consignee shall be the consignee appearing on the air waybill.

A. Shipper's Option:
   Subject to his liability to carry out all his obligations under the contract of carriage, the shipper may dispose of the shipment by:

(1) Withdrawing it at the airport of departure or of destination;
(2) Stopping it in the course of the journey on any landing;
(3) Calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air waybill; or

(4) Requiring it to be returned to the airport of departure.

B. Payment of Expense:
(1) The shipper shall be liable to CLI for all expenses incurred by forwarder as a result of the exercise of his right of disposition.
(2) Forwarder's Inability to Comply:
(3) If it is not practical to carry out the order of the shipper, CLI shall so inform him promptly. The cost of so doing attaches to the shipment.

C. Extent of Shipper's Right:
The shipper's right of disposition shall cease at the moment when, after arrival of the shipment at the destination, the consignee takes possession of the shipment or airbill or otherwise shows his acceptance of the shipment. Nevertheless, if the consignee declines to accept the airbill or the shipment, or if he cannot be communicated with, such right of disposition shall continue to vest in the shipper.

3180. INTERNATIONAL DELIVERY

1. Delivery to Consignee:
   A. Except as specifically provided in the airbill, delivery will be made only to the consignee named on the face of the airbill. Delivery to the consignee shall be affected when the shipment has been delivered to customs or other government authorities as required by applicable law or customs regulations and CLI has delivered to the consignee any authorization from CLI required to enable the consignee to obtain release of the shipment and has forwarded the notice of arrival referred to in paragraph 2 of this rule.
   B. Delivery of the shipment shall be made by CLI only upon written receipt of the consignee and upon compliance with all other applicable terms and conditions of this tariff.
2. Notice of Arrival:
   Notice of arrival of the shipment will, in the absence of other instructions, be sent to the consignee or the person to be notified. Forwarder is not liable for non-receipt or delay in receipt of such notice.
3. Place of Delivery:
   The consignee must accept delivery of and collect the shipment at the airport of destination.

3190. SHIPMENTS IN TRANSIT

1. Compliance with Government Requirements:
   A. The shipper shall comply with all applicable laws, customs and other government regulations of any country to, from, through, or over which the shipment may be carried, including those relating to packing, carriage or delivery of the shipment, and shall furnish such information and shall attach necessary to comply with such laws and documents to the air waybill as may be necessary to comply with such laws and regulations. CLI shall not be liable to the shipper for loss or expense due to shipper's failure to comply with this provision.
   B. No liability shall attach to CLI if CLI, in good faith, determines that what it understands to be the applicable law, government regulation, demand, order or requirement required that it refuse and it does refuse to carry a shipment.
2. Certain Rights of CLI over Shipment in Transit:
   If it is necessary to hold the shipment at any place for any purpose, either before, during, or after transit, CLI will, upon giving notice thereof to the shipper or consignee at the address stated in the airbill, store the shipment for the account and at the expense of the shipper and consignee of the shipment, or any one of them, in any warehouse or other available place, or with the customs authorities. The shipper and consignee of the shipment shall be jointly and severally liable to CLI for any expenses so incurred.

3200. SHIPMENTS SUBJECT TO DELAY

The following conditions may delay delivery of the shipment to the consignee:

1. If the dimensions and/or cubic weight displacement of the shipment are too large for the available aircraft.
2. Oversized freight as defined in Rule No. 3400.

3. Shipments that do not enter the CLI system in time to meet the critical departure times of aircraft, or critical processing.
4. Improperly packaged shipments that have to be repackaged by CLI or turned back to the shipper for repackaging.
5. Acts of God, force majeure, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of the law, quarantine, riots, strikes, civil commotion, or hazards incident to a state of war.
6. Dangerous Goods as defined in Rule No. 3370.
7. Shipments suspected of being in violation of FAR Part 109.3. CLI reserves the right to detain these shipments and notify the proper authorities when necessary. If the shipment is determined to be in compliance with FAR 109.3 it will be forwarded as requested on the airbill, bill of lading, or letter of instruction. If the shipment is determined not to be in compliance with FAR Part 109.3 it will be returned to the shipper at the shipper's expense.
8. The transportation charges shall be assessed as if the shipment moved from origin to destination according to the service level requested.

3210. STORAGE

1. Shipments may be held by CLI without charge for three (3) calendar days (excluding Saturdays, Sundays, and Legal holidays) computed from the first 8:00 a.m. following notification to the consignee of the arrival of the shipment.

   EXCEPTION:
   Storage charges will not be assessed on domestic shipment lacking proper documentation when advance arrangements have been made with CLI by the shipper or the shipper's agent.
2. After the expiration of such free time CLI will continue to hold such shipments for the shipper and consignee, subject to the charges as listed in the applicable Addendum. If such continued holding is not practicable, CLI will place the shipment in a public warehouse, at the expense of the shipper and consignee, subject to a lien for all transportation, storage, delivery, warehousing, and other charges, including handling charges as listed in the applicable Addendum.
3. When the shipment is held by CLI after the expiration date of such free time, CLI liability shall be reduced to that of a warehouseman, and when the shipment is placed in public warehouse, CLI's liability for the shipment will terminate.
4. Shipments will be held for a period of time not to exceed thirty (30) calendar days from the first 8:00 a.m. following the receipt of the shipment. At the expiration of thirty (30) calendar days, CLI will return the shipment or part of the shipment, to the shipper at the shipper's expense subject to a lien for all charges applicable to the shipment or part thereof.
5. The provisions of CLI lien shall apply to all shipments which are stored pursuant to this Rule.
   Calendar week means a period of seven (7) successive calendar days, including Saturdays, Sundays, and Legal Holidays.

3220. AIRBILL/SHIPPING DOCUMENTS

1. The shipper shall have the duty to prepare and present a nonnegotiable CLI Airbill, nonnegotiable bill of lading, or letter of instruction with each shipment tendered for transportation. If the shipper shall fail to present such document to CLI at the time of tendering the shipment, CLI will accept such shipment if accompanied by a nonnegotiable shipment document. No Airbill or other shipping document issued or accepted by CLI shall be negotiable. Each such shipment, irrespective of the form of shipping document accepted by CLI in connection therewith, shall be subject to the rules, regulations, rates, and charges set forth by CLI in effect on the date of acceptance of such shipment by CLI.
2. The Airbill shall be binding upon the shipper, the consignee and CLI.
3. No employee, agent or representative of CLI is authorized or empowered to vary or modify any terms or conditions of the airbill or these rules and regulations.
4. The shipper and the consignee shall be liable, jointly and severally, (a) for all unpaid charges on account of a shipment pursuant to this Contract, and (b) to pay or indemnify CLI for all claims, fines, penalties, damages, costs or other sums which may be incurred by CLI by reason of any violation of this Contract or any other default of the shipper or consignee or their agents. In the event of nonpayment of collect freight charges, CLI reserves the right to reverse the freight charges to the account of the seller/shipper/consignor.
5. CLI shall have a lien on the shipment for all sums due and payable to CLI.

6. The shipper is responsible for the correctness and completeness of the particulars and statements which he inserts in the airbill, bill of lading, or letter of instruction, or which forwarder inserts on his behalf. The shipper shall be liable for all damages suffered by forwarder by reason of irregularity, incorrectness or incompleteness of said particulars or statements, whether the airbill was made out by or on behalf of the shipper or completed by forwarder on behalf of the shipper.
7. Alterations: Airbills, the writing on which has been altered or erased, will not be accepted by the forwarder.

3230. TARIFF AGREEMENTS

1. Tariff agreements issued by CLI to a customer will be effective for one year unless otherwise stated in the tariff. CLI reserves the right to extend this period without notice to the customer for as long as it is beneficial to CLI and the customer. Revisions will be made in writing and agreed to by CLI and the customer.
2. Tariffs may be canceled by either party with fifteen days written notice to the other party. CLI reserves the right to cancel a tariff without notice due to nonpayment of charges.
3. Upon cancellation of any tariff and/or when no other rate agreement exists, rates and charges will be applied according to applicable CLI rates and charges contained within this tariff.

3240. CHARGES PREPAID, COLLECT OF FCCOD

1. Shipments will be accepted with the charges to be prepaid by the shipper, or to be collected from the consignee, or as third party shipments when the shipper guarantees, in writing, the payment of the charges. When a guarantee is not given by the shipper, no delivery will be made until the transportation charges have been collected.
2. Shipments not marked prepaid, collect, or third party by the shipper, shall be F.C.C.O.D. (Freight Charges Collect On Delivery).
3. International shipments consisting of the following will only be accepted on a prepaid basis:
   A. Shipments addressed to persons restrained of their liberty.
   B. Shipments addressed to the USA government agencies or political parties, unless shipped on USA government bill of lading
   C. Shipments not equal in commercial value to charges thereof.
   D. Shipments destined to exhibition grounds, parks, fairs, hotels or where admission is charged for entrance.
   E. Shipments addressed to consignee at a transient address.
   F. Perishables (unless payment of all charges is guaranteed by consignor).

3250. PAYMENT OF CHARGES

1. Except as noted, rates and charges published by CLI are stated in USA currency and are payable in lawful money of the USA.
2. All charges applicable to a shipment are payable in cash at the time of acceptance thereof by CLI in the case of a prepaid shipment (i.e. a shipment on which the charges are to be paid by the shipper) or at the time of delivery thereof by CLI in case of a collect shipment (i.e. a shipment on which the charges are to be paid by the consignee).

   EXCEPTION:
   Upon request of the shipper or consignee and upon proof of credit standing acceptable to CLI, credit will be extended for a period of thirty (30) calendar days. Credit will not be extended on collect international shipments.
3. When the payer of the freight charges fails to make payment in 30 days, the following can be assessed on each unpaid freight bill, in addition to all other lawful freight and accessorial charges as provided in these Rules and Regulations.
   a. Interest of 25% per annum (compounded annually) on the unpaid balance, minimum charge $100.00, or the maximum amount allowed by applicable law, whichever is less, plus the reimbursement for all collection and legal costs, including reasonable attorney fees.
   b. And a late fee of 25% of the principal amount due.
4. CLI reserves the right to terminate credit without notice.
5. On any charges where approval has been requested in writing for lawfully valid charges and the shipper or consignee has failed to respond, after three attempts without response, the charges will be considered approved and CLI will invoice and collect payment on said charges in the same manner as if they charges had been approved in writing.

3260. BANKING

CLI is not a recognized financial institution with respect to letters of credit/sight draft/time draft processing. As a forwarding agent CLI agrees only to assist in obtaining payment on behalf of the shipper/beneficiary through the normal banking channels. CLI does not, however, agree to take on liability for payment in full or part relative to any drafts drawn or processed on behalf of the shipper, consignee, or beneficiary.

3270. COLLECT ON DELIVERY (COD) SHIPMENTS

1. Collect on Delivery (C.O.D.) service will be provided by CLI on domestic shipments, subject to the following conditions:

A. The amount of the C.O.D. to be collected from the consignee must be entered on the Airbill by the shipper in the space provided.

B. The letters "C.O.D." must be legibly and durably marked on each piece of the C.O.D. shipment by the shipper.

C. In the absence of a declaration of value by the shipper on a C.O.D. shipment the C.O.D. amount will be considered to be the shipper's declared value for carriage.

D. The full amount of the C.O.D. is payable by certified check, bank check, or money order, payable to the shipper, except when the shipper, in writing or by endorsement on the Airbill, authorizes CLI to accept the consignee's company check made payable to the shipper on C.O.D. shipments. CLI's sole responsibility shall be to secure the funds and to exercise due care and diligence in forwarding them to the shipper. CLI's charge for collecting and remitting the amount of the C.O.D. and collect transportation charges must not be included in the funds made payable to the shipper.

E. No privilege of examination or trial will be given prior to collection of the C.O.D. No partial collection on the amount of the C.O.D. will be made. No delivery or partial delivery of a C.O.D. will be made unless the full amount of the C.O.D. and the collect transportation charges has been collected.

F. The disposition of refused or unclaimed C.O.D. shipments may be arranged for by the shipper in the following manner:

(1) By instructions placed on the Airbill at the time of shipment,

(2) By written order to CLI at origin, which will transmit such instructions to destination at the expense of the shipper.

G. C.O.D. shipments refused or unclaimed by the consignee will be held subject to storage. If written disposal instructions as prescribed in Paragraph F are not received within thirty (30) days after notice has been given to the shipper, such shipments will be returned to the shipper who will be held responsible for the freight charges of the original shipment and the return shipment. CLI may, at its discretion, collect all freight charges upon delivery (F.C.C.O.D.) upon return of the shipment.

H. For collecting and remitting the amount of the C.O.D., a charge will be assessed as listed in the applicable Addendum.

I. The C.O.D. amount will be mailed to the shipper by CLI within ten (10) days after collection from the consignee.

A. CLI will not provide C.O.D. service on the following types of shipments:

1. Shipments on which the amount to be collected on delivery exceeds $50,000.00.

2. International shipments, unless written acceptance of the C.O.D. is received by CLI from the consignee via our agent prior to export from the U.S.

J. COD can be canceled only by the shipper, who will provide the approval to cancel the C.O.D. in writing.

3280. LIABILITY OF CARRIER

1. In consideration of CLI's rate for transportation of a shipment, which rate, in part, is dependent upon the value of the shipment, the shipper and all other parties having an interest in the shipment agree that unless a higher declared value (see Rule #3290) is written on the airbill, bill of lading, or letter of instruction at time of tender to CLI, that the limit of CLI's liability is the actual amount of loss or damage or the following amounts, whichever is less:

A. Domestic USA Air and Ground shipments: $.50 per pound or $50.00 whichever is less, not to exceed the actual shipment value, or

B. International air shipments: 19 Special Drawing Rights ("SDR") per kilogram of that part of the cargo adversely affected thereby, unless at the time of shipment the Shipper makes a declaration of value in writing to CLI in accordance with Rule 3290 and pays the appropriate valuation charge, which CLI will provide in writing. CLIs' liability shall not exceed such higher declared value. Current change rates may be found online at the homepage of the International Monetary Fund

(http://www.imf.org). Declared value is subject to maximum allowable limits and applicable local law restrictions. For shipments with an origin or destination outside the United States, Canada, Mexico, or Puerto Rico, Higher valuation is available (see Item 3290 below). If the Shipper does not receive a valuation charge from CLI prior to shipping the freight, the Shipper agrees that CLI has accepted the shipment according to a limitation of liability equal to 19 SDR's per kilogram.

C. The amount of CLI's transportation charges applicable only to that part of the shipment lost or damaged.

D. In no event shall CLI be liable for special, incidental, or consequential damages, including but not limited to loss of profits or income whether or not CLI had knowledge that such damages might be incurred.

E. All limitations of liability shall be calculated using actual weight of the shipment. CLI's liability shall at no time exceed the actual value of the goods lost or damaged, and it is the Shipper's responsibility to prove actual damages. The limitations of liability contained in these Terms apply to all services, and limit CLI's liability for damages, including, but not limited to, damages arising from or related to loss of, or damage to cargo, misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow Shipper or consignee instructions, or failure to collect or properly deliver a payment instrument), non-delivery, or missed pickup.

F. No employee, agent, subcontractor, or representative of CLI, other than an officer of CLI may waive or alter any of the limitations set forth in these Terms and any such waiver or alteration shall be in writing and signed by an officer of CLI.

G. CLI's liability for claims not arising from cargo loss, delay or damage during periods of CLI carriage or Bailee liability -- including, but not limited to, any liabilities for importation/exportation clearance services/filings, and all other non-carrier services such as brokering, packing, loading and consolidation, and always including any liability for any fine or penalty -- shall be limited to the lesser of the amount shown in the applicable Addendum per entry, shipment, transaction, occurrence or the fees paid for the affected entry, clearance, shipment, or transaction.

3290. DECLARED VALUE FOR CARRIAGE OR INSURANCE

1. Declared Value; Declared Value Charges
   - A. The Shipper acknowledges that he or she has been given the opportunity to declare a value in excess of the applicable liability limits where permitted by applicable law. When a declaration of value for carriage is made, the value per pound or per kilogram for calculating declared value liability shall be determined by dividing the Shipper's declared value for carriage by the actual weight of the shipment. Liability shall in no event exceed the lesser of the declared value of the shipment or the actual amount of loss or damage to that part of the shipment adversely affected. For shipments with an origin or destination outside the United States, Canada, Mexico, or Puerto Rico, Cargo Insurance is available.
   - B. When the declared value exceeds the greater of the amounts shown in the applicable Addendum, an additional amount will be charged for each $100 (or fraction thereof) of additional declared value as follows: (i) For shipments transported between and within the U.S., Canada, Mexico and Puerto Rico, charges are as listed in the applicable Addendum.
2. Notwithstanding the above liability limitations, shipments containing the following commodities are subject to the following maximum declared values, and CLI's liability (or the insurer's liability if Cargo Insurance applies) shall not exceed such maximum declared values:
   - A. CLI shall have no liability for loss or damage of commodities deemed "unacceptable for transportation".
   - B. The maximum declared value for any shipment containing glass is $50.00, and CLI's liability for damage to shipments containing glass shall be limited to $50.00. Shipments containing glass with a declared value exceeding $50.00 will not be accepted. Shipments containing glass include but are not limited to windshields, plate glass, ceramics, chinaware, light bulbs, televisions, monitors, glass, and glassware.
   - C. Shipments of any used commodity will be released at a value not to exceed ten (10) cents per pound per package. Used commodities are any commodities with prior use, including but not limited to restored, refurbished and remanufactured commodities as well as factory warranty returns. Also included are any commodities that have been set-up and operated, including any commodity that has been used for the commodity's stated purpose or to demonstrate the performance or merits of a product to prospective buyers. Also included are items not manufactured by the shipper; previously owned and shipping for re-use or as a result of resale. CARRIER'S liability, if any, for any loss or damage to

such shipment, regardless of the cause of the loss or damage, shall not exceed this released value.

3300. CLAIM PROCEDURES

1. A. Domestic Shipments (see Definitions page, Item 14):
   (1) Concealed damage discovered by the consignee after delivery and after a clear receipt has been given to CLI, must be reported to CLI in writing (letter, fax or e-mail is acceptable) within three (3) business days after delivery of the shipment, with privilege to CLI to make inspection of the shipment, its container(s), and packing material.
   (2) Non-delivery of goods must be reported to CLI in writing within seven (7) days of the scheduled delivery date.
   (3) Claims for which loss, damage or shortage is discovered by the consignee must be noted on the delivery receipt.
   (4) Claims must be submitted to CLI in writing within ninety (90) days of the event giving rise to the claim.

   B. International Shipments (see Definitions page, Item 16):
   (1) Concealed damage discovered by the consignee after delivery and after a clear receipt has been given to CLI, must be reported to CLI in writing (letter, fax or e-mail is acceptable) within three (3) business days after delivery of the shipment, with privilege to CLI, or it's agent, to make inspection of the shipment, its container(s), and packing material.
   (2) Non-delivery of goods must be reported to CLI, or its agent, in writing within seven (7) days of the scheduled delivery date.
   (3) Claims for which loss, damage or shortage is discovered by the consignee must be noted on the delivery receipt.
   (4) Delay must be reported to CLI, or its agent, in writing within 7 days from the date shipment is placed at the disposal of the person entitled to the delivery of the cargo.
   (5) Claims must be submitted to CLI in writing within ninety (90) days after the date of shipment.
2. No claim for loss or damage to a shipment will be settled until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.
3. When claims have been paid on shortages and the shortage is then recovered at a later date, CLI will be entitled to a refund of the claim amount less any adjustment in transportation charges deemed by CLI to be fair compensation for delay in delivery. CLI will not be responsible for special, incidental, or consequential damages, including but not limited to loss of profits or income whether or not CLI had knowledge that such damages were incurred
4. Overcharge claims must be made in writing to CLI within 180 days after the date of shipment.

3310. LIABILITIES NOT ASSUMED

1. CLI shall not be liable for any loss, damage, delay, misdelivery, or nondelivery or other result not caused by its own negligence.
2. Without limiting the generality of Paragraph 1, CLI shall not be liable for any loss, damage, misdelivery, or other result caused by:
   A. The act, default or omission of the consignee, shipper, or any other party claiming an interest in the shipment.
   B. The nature of the shipment or defect or inherent vice therein.
   C. Improper or insufficient packing, securing or addressing or any other violation of the terms contained herein.
   D. Acts of God, force majeure, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of the law, quarantine, riots, strikes, civil commotion, or hazards incident to a state of war.
   E. Acts of omissions of any person other than CLI, including compliance with delivery instructions from the shipper or consignee.
   F. CLI shall not be liable in any event for any special, incidental or consequential damages arising from transportation including but not limited to loss of profits or income, whether or not CLI had knowledge that such damages might be incurred.
   G. CLI shall not be liable for repacking or recouping at customers request.

3320. LIMITATIONS OF ACTIONS

1. All claims against CLI for a potential, or actual, loss must be made in writing and received by CLI within ninety (90) days of the event giving rise to claim; the failure to give CLI timely notice shall be a complete defense to any suit or action commenced by Customer.
2. CLI shall not be liable in any action brought to enforce a claim unless such action is brought within one (1) year after the date written notice is given to the claimant that CLI has disallowed the claim in whole or in part.
3. CLI is not liable to the shipper or any other person for any damage, delay or loss of whatsoever nature (referred to in this tariff collectively as "damage") arising out of or in connection with the carriage of the shipment or other service performed by CLI incidental thereto, unless such damage is proved to have been caused by negligence or willful fault of CLI and there has been no contributory negligence of the shipper or consignee.
4. CLI is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, orders or requirements, or from any cause beyond forwarder's control.

3330. APPLICATION OF CHARGES

1. Except as otherwise provided in these regulations, transportation charges for a shipment will be assessed on the gross weight (including tare weight), of the shipment based on the greater of:
   A. The actual weight, or
   B. The cubic dimensional weight determined in accordance with Paragraph 5 of this rule.
2. Charges will be assessed at the rates in effect on the day of acceptance of the shipment by CLI.
3. In computing charges, fractions of less than one-half cent will be omitted and fractions of one-half cent or more will be considered as one cent.
4. Fractions of pounds will be assessed at the charge for the next higher pound. Fractions less than one half kilo will be assessed as half kilo, fractions exceeding a half kilo will be charged to the next higher kilo.
5. Charges for domestic shipments with overall measurements exceeding 194 cubic inches per pound which includes all packaging and pallets, will be assessed on the basis of one pound for each 194 cubic inches or fraction thereof. Charges for international shipments with overall measurements exceeding 166 cubic inches per pound, or 366 cubic inches per kilo or 6000 cubic centimeters per kilo will be assessed on the basis of one pound per 166 cubic inches, one kilo per 366 cubic inches, one kilo per 6000 cubic centimeters, or fraction thereof. When freight is moved via integrated carrier, dimensional calculation will be 139 cubic inches per pound. Cubic measurements will be based on the product of the greatest length times the greatest width times greatest height of each piece of the shipment then all products will be totaled to obtain total cubic measurement of the shipment. Dimensional calculations will include the actual freight, all packaging, pallets and other items necessary to attach to the shipment for movement.
6. When two or more rates subject to different minimum quantities of weight are provided on the same commodity in the same shipment from and to all the same points, the lower of the following two charges shall be applied:
   A. The charge computed on the quantity shipped at the rate applicable to such quantity, or
   B. The charge computed on the next greater quantity, for which a lower rate is provided at the rate applicable to such greater quantity.
7. Airport to Airport:
   Unless otherwise provided in CLI's tariffs, international rates and charges apply from airport to airport.

3340. CONVERSION-KILOGRAMS/POUNDS

When necessary to convert pounds to kilograms, divide the pound figure by 2.2046. To convert kilograms to pounds, multiply the kilogram figure by 2.2046. Fractions of one half kilogram or less will be charged for as a half kilogram; fractions over a half kilogram will be charged for the next higher whole kilogram; fractions of a pound will be increased to the next higher pound.

3350. ADVANCEMENT OF CHARGES

1. Upon request, CLI will advance the charges for transportation, cartage, storage, loading, unloading, special equipment, special labor, unpacking, packaging and processing NOT performed by CLI, when sufficient guarantee is given by either shipper or consignee that such charges will be paid.
2. Charges for services provided by CLI that are not otherwise listed within this tariff will have charges advanced.
3. For each advancement of charges performed by CLI, a fee will be assessed as listed in the applicable Addendum.

3360. PICKUP AND DELIVERY SERVICE

Unless otherwise stated, this rule applies to shipment pickup and delivery within the U.S., Canada and Puerto Rico.

1. Pick up and/or delivery service will be provided during normal business hours (8:00 a.m. through 5:00 p.m.) Monday through Friday (excluding legal holidays).
2. Saturday, Sunday, and Holiday pickup and delivery service is available on request if advance arrangements are made with CLI.
3. Pick up and/or delivery services will not be provided:
   A. When, because of conditions beyond CLI's control, it is impractical to operate vehicles, or
   B. To and from any address not directly accessible to vehicles.
4. At buildings where CLI's employees are not permitted access to floors above ground floor:
   A. CLI will pick up shipments only when tendered at the ground floor;
   B. Shipments delivered to the person whose duty it is to receive property for the occupants of such buildings, will constitute delivery to the consignee.
5. Loading and unloading incidental to pick up and delivery service will ordinarily be performed by one person; pickup and delivery service will not be provided for pieces which cannot be handled by one person unless advance arrangements have been made, including where necessary, for the furnishing of additional persons and equipment by the shipper or consignee. Any additional cost incurred by CLI will be advanced.
6. Charges will apply as follows:
   A. When Door to Door rates apply to a shipment the pickup and delivery charges will be included in the Door to Door rate except as stated in Items C through J below.
   B. When pick up and/or delivery is requested, or when pick up and/or delivery is requested in conjunction with for Airport to Airport, Airport to Door, and Door to Airport service, the charges will be as listed in the applicable Addendum.
   C. Saturday, Sunday, and Holiday pickup and delivery charges are listed in Item I below.
   D. Convention Center pickup and delivery service will be assessed a charge as listed in the applicable Addendum, plus any applicable waiting time charges as stated in Rule No. 3380.
   E. Inside pickup and delivery service will be assessed a surcharge as listed in the applicable Addendum. This surcharge will apply when CLI is requested to provide service beyond an appropriate shipping/receiving entrance.
   F. Residential, Hotel, Military Installation, and College/University pickup and delivery service will be assessed a surcharge as listed in the applicable Addendum.
   G. A shipment, which through no fault of CLI, cannot be delivered on the first tender of delivery to the consignee, will be returned to CLI's terminal and the consignee will be notified. Re-delivery will be made only upon request of the consignee. Re-delivery or tender of delivery will be accomplished under regular delivery service and for each redelivery or tender of delivery, the delivery charges in Item 6-B above will be assessed in addition to all other applicable charges.
   H. In the event a vehicle has been dispatched and the order for service is canceled, the charges in Item 6-B above will be assessed in addition to all other applicable charges.
   I. Special pick and delivery service will be provided upon request. Surcharges will be applied as listed in the applicable Addendum.
      (a) Charges assume shipment dimensions and weight do not exceed lawful limits of the vehicle utilized.
      (b) Mileage is calculated between the airport of origin/destination and the shipper's/consignee's location using RAND MCNALLY practical miles.
      (2) In the event a vehicle has been dispatched and the order for service is cancelled a fee will be assessed as listed in the applicable Addendum, plus applicable special pick up/delivery charge at the mileage traveled.
      (3) Lift gate truck pick up/delivery service will be assessed a surcharge as listed in the applicable Addendum.
      (4) Two man pick up/delivery service will be assessed a surcharge as listed in the applicable Addendum.
   J. Secondary Areas are points greater than 40 miles from the airport terminal. Secondary Areas will surcharges applied as listed in the applicable Addendum.

3365. GROUND EXPEDITE SERVICE

1. Charges for exclusive use truck service are shown in the applicable Addendum of this tariff.

2. Mileage is calculated from shipper's facility to consignee's facility using PC Miler practical mileage, versions updated as they become available..
3. When the shipper's facility is more than fifty (50) miles from the city of vehicle dispatch the mileage will be calculated from the city of vehicle dispatch to the shipper's facility then to the consignee's facility using PC Miler practical mileage, versions updated as they become available.

   When the distance traveled during any non-stop run is greater than 450 miles, a second man may be applied as listed in the applicable Addendum.

3370. ADVANCEMENT OF DANGEROUS GOODS

1. Dangerous Goods are defined as those commodities when transported must be in accordance with the provisions set forth in the U.S. Department of Transportation (DOT) Hazardous Materials Regulations and/or IATA Dangerous Goods Regulations.
2. CLI's surcharge for dangerous goods will be in addition to normal tariff charges at the following rates:

Domestic:	Via air carrier: $95.00 minimum or $.75 per pound
	Via surface carrier: $75.00
International:	Airport to airport charge times 1.75 plus $110.00 per UN number

3380. WAITING TIME

1. When vehicles are held for loading, unloading, or other reasons beyond the control of CLI, waiting time will be charged. Charges based on time will be computed by multiplying the rate by the time involved. 20 minutes of free time will be allotted per vehicle per occurrence. Charges will be assessed as listed in the applicable Addendum.

3390. RECONSIGNMENT

Reconsignment will be assessed a surcharge as listed in the applicable Addendum per airbill for each reconsignment. This charge will be in addition to all other applicable charges incurred including additional air charges, redelivery charges and any other charges incurred to satisfy the reconsignment requirements.

3400. OVERSIZED/EXCESS WEIGHT

1. Oversized/Excess Weight is any shipment with a single piece exceeding 250 pounds, or having one dimension of 60 inches or greater, or with a combined length plus girth exceeding 210 inches (the length being the longest dimension).
2. Surcharge for Oversized/Excess Weight is based on total shipment weight and will apply as listed in the applicable Addendum.
3. Where CLI must provide additional services in order to meet the required service level for Oversized/Excess Weight, charges for the additional services will be added according to additional charges listed in this tariff.

3410. REPACKAGING OR RECONFIGURATION OF SHIPMENTS

1. When required to meet CLI packing requirements, as stated in Rule No. 3120 of this tariff, or upon request of the shipper or consignee, CLI will repackage a shipment for transportation as listed in the applicable Addendum. This charge will be calculated based on the chargeable weight of the shipment. If CLI must contract an outside firm for repackaging, charges will be as listed in the applicable Addendum.
2. When a shipment is tendered to CLI packaged in an inadequate manner for transportation, and it is necessary for CLI to repackage the shipment to meet its packing requirements, CLI will not be liable for the contents of the shipment, whether or not a value is declared.
3. When a piece exceeds 250 pounds in weight, it may become necessary to alter the size or shape of the shipment in order for movement on an aircraft. That is to say, additional shoring and/or break down of the shipment into smaller pieces may be necessary. Additional cost for repackaging and a change in weight may occur.

3420. PROOF OF DELIVERY

1. Verbal proof of delivery and first hard copy proof of delivery will be provided at no charge.
2. When requested by the shipper or consignee, CLI will provide a Photostatted copy or telephone facsimile of the airbill, bill of lading, or manifest signed by the consignee or his agent as proof of delivery. A charge for each copy as listed in the applicable Addendum will be assessed for this service, except there

will be no charge when the Photostatted copy or telephone facsimile is provided in defense of a written claim.

3. When requested by the shipper or consignee CLI will furnish a Photostatted copy or telephone facsimile of the contracted airline or other document signed by the consignee or his agent as proof of delivery when consignee is shown as such on contracted carrier document. A charge per copy as listed in the applicable Addendum will be assessed for this service, except there will be no charge when the Photostatted copy or telephone facsimile is provided in defense of a written claim.

3430. FUEL AND SECURITY SURCHARGE

CLI reserves the right to assess a multi-level fuel and/or security surcharge on any and all shipments tendered. The actual surcharge will be based on internal cost considerations as related to increases in fuel prices or security costs. Surcharges may be implemented without advanced notice and can be canceled at any time by CLI. Surcharges will vary based on mode of transportation utilized (i.e. surface transportation, commercial airline, all cargo airline, air charter, etc.) and by domestic and international movements.

3440. US CUSTOMS BROKERAGE

Pricing is based on volume and complexity of work required as listed in the applicable Addendum. An executed Power of Attorney is required. Billing is transactional and sent electronically along with the 7501 to customers. Importer should carefully review all entries made on their behalf with USCBP. Notify CLI as soon as possible – not later than 30 days of any errors or omissions to allow time to submit corrections and update importer data.

3450. ADDITIONAL TERMS APPLICABLE TO INTERMODAL MOVEMENTS

The following are additional liability terms governing Intermodal transportation on CLI or transportation provided by CLI as part of a continuous Intermodal movement. The shipper or consignee must arrange for the transportation of equipment before and/or after transportation by CLI, and CLI is not a party to or liable for any portion of such arrangements. Any specific provisions pertaining to intermodal freight shall take precedence over general provisions in this Tariff, unless otherwise stated.

1. For any shipments involving motor carriage within the United States of America where the Interstate Commerce Act (including the Carmack Amendment, 49 U.S.C. § 14706), Interstate Commerce Commission Termination Act, or any related statutes would otherwise be applicable, the terms of this Tariff shall continue to be construed as a contract for specified services provided under specified rates and conditions pursuant to 49 U.S.C. § 14101(b). The parties hereby expressly waive any and all rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act (the "Acts") as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq. including application of 49 U.S.C. § 14706. No Party shall challenge any provision of this Contract on the ground that any such provision or provisions violates the waived rights and remedies under the Acts.
    A. Except where prohibited by applicable law, the rights and liabilities of the parties are to be determined exclusively pursuant to the terms and conditions of this Contract. Liability and damages with respect to any claims for freight loss or damage shall be determined exclusively pursuant to the terms and conditions of this Contract.
    B. Except where there is a statute of compulsory applicability, with terms that cannot be modified by private contract, the sole remedy against CLI available for any loss or damage to cargo shall be a claim for breach of this contract. Shipper (and all parties tendering freight through Shipper) expressly waives and releases any other claims it has or may have against CLI arising from or related to any intermodal transportation of cargo, specifically including but not limited to, any claim for freight loss or damage.
2. For Shipments Involving Ocean Carriage to or from the United States of America
    A. For shipments to or from the United States involving ocean carriage, CLI's liability shall not exceed USD $500 per package or customary freight unit, or any lesser limitation afforded herein, as set forth in the Carriage of Goods by Sea Act ("COGSA"). The term package shall mean a class of cargo, irrespective of size, shape, or weight, to which some packaging preparation for transportation has been made which facilitates handling, but which does not necessarily conceal or completely enclose the goods.

B. Shipper hereby acknowledges and agrees (on behalf of itself and all those tendering cargo via Shipper) that the liability terms of COGSA, and specifically the per package limitation of liability, shall extend to all times in which your consignment is in CLI's possession (including our employees, agents, subcontractors, draymen, and subcarriers involved in the transportation of your goods), and during all transit within the United States of America, including all transport occurring prior to loading onto a vessel and/or all transport occurring after unloading from the vessel;

C. CLI has no knowledge of the value of the cargo, and higher compensation than that provided for by COGSA may be claimed only when, with CLI's consent: (i) for multimodal shipments to or from the United States of America, SHIPPER performs all requirements for higher liability, as set forth in Items 3280 and 3290 (above); and (ii) in all other cases, the Shipper declares the value of the cargo on the face of CLI's bill of lading and pay an extra freight charge agreed upon by CLI. In that case, the amount of the declared value shall be substituted for the limits laid in this bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

D. However, for avoidance of doubt, nothing in the bill of lading document shall operate to limit or deprive CLI of any statutory protection, defense, exception or limitation of liability authorized by any applicable laws, statutes or regulations of any country, which are hereby incorporated into the terms and conditions of this Tariff. CLI shall have the benefit of the said laws, statutes or regulations as would the owner of any carrying vessel.

3. For Shipments Involving Air Carriage to or from the United States of America: CLI's liability shall be unchanged from the terms set forth in Rules 3280 and 3290 (above), except that any loss or damage occurring during motor carriage shall be *exclusively* governed by 49 U.S.C. § 14101(b) and private contract.

4. Additional Terms:

A. For avoidance of doubt, all terms appearing in this Tariff shall remain applicable to intermodal traffic, and shall continue to govern CLI's rights and responsibilities except as specifically set forth herein.

B. These limitations of liability shall extend and apply to any of CLI's employees, agents, subcontractors, and subcarriers involved in the intermodal transportation of goods.

C. All lawsuits for cargo loss, damage, or delay must be filed within the minimum time period permitted by any statute or treaty of compulsory applicability, or in the absence of any such time period, 1 year from the actual delivery date or the expected date of delivery.

D. If intermodal cargo is moved under the terms of a through bill of lading issued by another carrier, such as an air or ocean carrier that has limited liability terms (including but not limited to a maximum value per pound or package limitation), CLI's released-value liability shall be no greater than the limitation of liability applicable to that bill of lading.

E. In the event of an unlocated loss (where the cause cannot be determined by normal inspection), CLI shall have no greater liability for cargo loss or damages than any other participating carrier unless CLI been found to be the sole proximate cause of the loss alleged.

F. For avoidance of doubt, unless comparative fault is not permitted by applicable statute or treaty, CLI shall not be liable for any loss and damage to cargo and/or equipment, injury or death to any person, or loss and damage to property that is greater than the percentage of CLI's causal negligence in the event the loss of damage resulting from the concurrent negligence of CLI and any other participating in the intermodal movement including, but not limited to the Shipper, the consignee, and third party involved in the movement (including any NVOCC, broker, or forwarder), and their respective employees, servants, contractors, invitees, directors, officers, or agents; or the negligence of any other carrier participating in the shipment.

PART 3

Naming Rules and Regulations on Cargo Moving in Containers and Breakbulk Between U.S. Ports and Points and World Ports and Points

CAVALRY LOGISTICS INTERNATIONAL, INC. is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC number 023426N. The services set forth in this part will primarily be performed by Cavalry Logistics International, Inc., however some services in this Part may be performed by other Universal entities collectively referred to in this Part as Carrier.

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs").

NVOCC NRA means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings (collectively "the writings") which will constitute an offer by Carrier to Shipper for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.

All origin and destination local charges apply whether or not included in this Rules Tariff.

Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

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PUBLISHING OFFICER: ERIC BAILEY
EMAIL: EBailey@cavalrylogistics.com

RULE 1. SCOPE

Rules and regulations published herein apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points AND Worldwide Ports and Points as specified in Rule 1.A of this tariff:

U.S. ATLANTIC BASE PORTS (ACBP)
- Baltimore, MD
- Boston, MA
- Charleston, SC
- Jacksonville, FL
- Miami, FL
- New York, NY
- Newark, NJ
- Norfolk VA
- Philadelphia, PA
- Savannah, GA
- Wilmington, NC

U.S. GULF COAST BASE PORTS: (GCBP)
- Houston, TX
- New Orleans, LA
- Tampa, FL
- Mobile, AL

U.S. PACIFIC COAST BASE PORTS: (PCBP)
- Los Angeles, CA
- Long Beach, CA
- Oakland, CA
- San Francisco, CA
- Portland, OR
- Seattle, WA
- Tacoma, WA

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.

B. INTERMODAL SERVICE

Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service.

Intermodal Rates will be shown as single-factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 herein). Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

RULE 2. WORLDWIDE PORTS AND POINTS

Except as otherwise provided this tariff names rules and regulations applying between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Port Groups.

1. North East Asia (NEASIA): Rates apply to and from ports and points in the following countries: Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan (Republic of China), and Russia (USSR). NRAs to/from inland points apply via the Northeast Asia Base Port Groups,
(NEASIABP), defined as:

PORT GROUP

NEASIABP

BASE PORTS

Hong Kong, HONG KONG, Kobe, Nagoya, Osaka, Tokyo, Yokohmama, JAPAN, Busan, REPUBLIC OF KOREA, Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xiamen (Hsia Men), PEOPLE'S REPUBLIC OF CHINA, Keelung (Chilung), Kaoshiung, TAIWAN (REPUBLIC OF CHINA), Vostochny, UNION OF SOVIET SOCIALIST REPUBLICS

2. Southeast Asia (SEASIA): NRAs apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam. NRAs to/from inland points apply via the Southeast Asia Base Port Group (SEASIABP), defined as follows:

PORT GROUP

SEASIABP

BASE PORTS

Jakarta, INDONESIA, Port Kelang, Penang, MALAYSIA, Cebu, Manila, PHILIPPINES, Singapore, SINGAPORE, Bangkok, THAILAND

3. South Asia (SOUTHASIA): NRAs apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka. NRAs to/from inland points apply via the South Asia Base ports (SASIABP), defined as:

PORT GROUP

SOUTHASIABP

BASE PORTS

Chittagong, BANGLADESH, Bombay (Mumbai), Calcutta (Kolkatta), Madras (Chennai), INDIA, Karachi, Pakistan, Colombo, SRI LANKA

4. Australia, New Zealand and Oceania (ANZOCEANIA): Rates apply to/from ports and points in the following countries:
Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Western Samoa. Rates to/from inland points apply via the Australia, New Zealand, Oceania Base Port Group (ANZOCEANIABP), defined as:

PORT GROUP

ANZ/OCEANIABP

BASE PORTS

Adelaide, Brisbane, Freemantle, Melbourne, Sydney, AUSTRALIA, Auckland, Christchurch, Lyttleton, Wellington, NEW ZEALAND, Suva, FIJI, Papeete, FRENCH POLYNESIA, Noumea, NEW CALEDONIA, Lae, Port Moresby, PAPUA NEW GUINEA, Honiara, SOLOMON ISLANDS Nukualofa, TONGA Port Vila, VANUATU, Spia, WESTERN SAMOA

5. Middle East (MIDEAST): Rates apply to/from ports and points in the following countries: Bahrain, Iran, Iraq, Jordan Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen. Rates to/from inland points apply via the Mideast Base Port Group (MIDEASTBP), defined as:

PORT GROUP

MIDEASTBP

BASE PORTS

Bahrain, BAHRAIN, Bandar Abbas, Bandare Khomeyni, IRAN, Aqaba, JORDAN, Mina Qabus (Muscat), OMAN, Ad Dawhah (Doha), QATAR, Damman and Jeddah, SAUDI ARABIA, Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali, (Jebel Ali), UNITED ARAB EMIRATES, Hodeidah, YEMEN

6. Africa (AFRICA): Rates apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. NRAs also apply to/from all points in the following African countries: Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe; NRAs to/from inland points in these countries apply via the Africa Base Port Group (AFRICABP), which is defined below. For NRAs to North African countries, see the Mediterranean (MED) Country and Base Port Group.

PORT GROUP

AFRICABP

BASE PORTS

(EAST AND SOUTH AFRICA): Moroni, COMOROS, Djibouti, DJIBOUTI, Mitsiwa, ETHIOPIA, Mombasa, KENYA, Luderitz and Walvis Bay, NAMIBIA, Toamasina and Toliara, MADAGASCAR

Port Louis, MAURITIUS, Beira, Maputo, Nacal MOZAMBIQUE, Mahe, SEYCHELLES, Berbera, Muqdisho (Mogadishu), SOMALIA, Durban, Capetown, SOUTH AFRICA, Bur Sudan (Port Sudan), SUDAN, Dar Es Salaam, Tanga, Zanzibar, TANZANIA, (WEST AFRICA) Lobito, Landana (Luanda), ANGOLA, Cotonou, BENIN, Douala, CAMEROON, Praia, CAPE VERDE ISLANDS, Pointe Noire, CONGO, Libreville, Port Gentil, GABON, Banjul, THE GAMBIA, Accra, Sekondi, Takoradi, Tema, GHANA, Conakry, GUINEA, Bissau, GUINEA BISSAU, Abidjan, IVORY COAST, Monrovia, LIBERIA

Nouakchott, MAURITANIA, Lagos, Port Harcourt, NIGERIA, Dakar, SENEGAL, Freetown, SIERRA LEONE, Lome, TOGO, Matadi, ZAIRE

7. Mediterranean (MED): NRAs apply to/from ports and points in the following countries: Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Yugoslavia (including Bosnia-Herzegovina, Croatia, Macedonia, Slovakia). NRAs to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:

PORT GROUP

MEDBP

BASE PORTS

Alger (Algiers), ALGERIA Ponta Delgada, AZORES (Portugal) Las Palmas, Tenerife, CANARY ISLANDS (Spain) Lemosos (Limassol), CYPRUS Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT, Marseilles, France, Piraievs (Pireaus), Thessaloniki (Solonika), GREECE Ashdod, Hefa, ISRAEL Genova (Genoa), Livorno (Leghorn), ITALY Bayrut (Beirut), LEBANON Funchal, MADEIRA ISLANDS (Portugal) Valletta, MALTA Casablanca, Rabat, Tangier, MOROCCO, Leixoes, Lisboa, Oporto, Portugal

Barcelona, Bilbao, Valencia, SPAIN, Al Ladhiqiyah (Latakia), SYRIA Sfax, Tunis, TUNISIA Mersin, Izmir, Istanbul, TURKEY, Dubrovnik, Koper, Split, YUGOSLAVIA

8. Northern Europe (NEUROPE): NRAs apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Freenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norwary, Poland, Romania, Sweden, Switzerland, United Kingdom (including England,

Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Union of Soviet Socialist Republics (including Armenia, Azerbaijan, Belorussia, Estonia, Georgia, Kazakhstan, Kyrgystan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan). NRAs to/from inland points apply via the North Europe Base Port Group (NEUROPEBP), defined as:

PORT GROUP

NEUROPEBP

BASE PORTS

Antwerpen, BELGIUM, Varna, BULGARIA, Aarhus, Copenhagen, DENMARK, Helsinki, Kotka, Turku, FINLAND, Le Havre, France, Bremen, Bremerhaven, Hamburg, GERMANY, Baile Atha Cliath (Dublin), Cork, Galway, Waterford, IRELAND (EIRE), Amsterdam, Rotterdam, NETHERLANDS, Bergen, Oslo, Stavanger, NORWAY, Gdansk, Gdynia, POLAND, Costanta, ROMANIA, Goteborg, Malmo, Stockholm, SWEDEN, Riga, Tallinn, Leningrad (St. Petersburg, Klaipeda, USSR, (UNION OF SOVIET SOCIALIST REPUBLICS) Belfast, Felixstowe, Glasgow, Grangemouth, Liverpool, London, Southampton, UNITED KINGDOM

9. North America: NRAs apply to/from ports and points in Canada and Mexico. NRAs to/from points in Canada apply via the Canada Base Port Group (CANADABP) as shown below. NRAs to/from inland points in Mexico apply via the Mexico Base Ports (MEXICOBP), as shown below:

PORT GROUP

CANADABP

BASE PORTS

St. Johns, Newfoundland, CANADA, Charlottetown, Prince Edward Island, CANADA, Halifax, Nova Scotia, CANADA, Saint John, New Brunswick, CANADA, Montreal, Quebec, Quebec, CANADA

Toronto, Ontario, CANADA, Vacouver, British Columbia, CANADA

PORT GROUP

MEXICOBP

BASE PORTS

Tampico, Veracruz, MEXICO, Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO

10. Central America (CAMERICA): NRAs apply to/from ports and points in the following Cental American Countries: Belize, Costa Rico, El Salvador Guatemala, Honduras, Nicaragua, Panama. NRAs to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:

PORT GROUP

CAMERICABP

BASE PORTS

Belize City, BELIZE, Puerto Limon, COSTA RICA, San Jose, Santo Tomas de Castilla, GUATEMALA

Puerto Henecan, Puerto Cortes, HONDURAS, Corinto, Managua, NICARAGUA, Balboa, Cristobal, Panama City, PANAMA

11. Caribbean Islands (CARIBBEAN): NRAs applies to/from ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group. NRAs to/from inland points apply via the Caribbean Base Port Group (CARIBBEANBP), defined as:

PORT GROUP

CARIBBEANBP

BASE PORTS

St. Johns, ANTIGUA AND BARBUDA, Oranjestad, ARUBA (Netherlands Antilles) Freeport, Nassau, BAHAMAS, Bridgetown, BARBADOS, Hamilton, BERMUDA, Kralendijk (Bonaire), NETHERLANDS ANTILLES, Tortola, BRITISH VIRGIN ISLANDS, Georgetown, CAYMAN ISLANDS, Willemstad, CURACAO (Netherlands Antilles) Roseau, DOMINICA, Santo Domingo, DOMINICAN REPUBLIC

Saint Georges, GRENADA, Pointe a Pitre, GUADELOUPE, Port Au Prince, HAITI, Kingston, Montego Bay, JAMAICA, Fort de France, MARTINIQUE, Plymouth, MONSTSERRAT, Basseterre, St Kitts/ Nevis

Castries, ST. LUCIA, Kingstown, ST. VINCENT AND THE GRENADINES, Grand Turk Island, TURKS AND CAICOS ISLANDS, Port of Spain, TRINIDAD

12. South America (SAMERICA): NRAs apply to/from ports, and points in the following South American Countries: Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela. NRAs to/from inland points apply via the South America Base Port Group (SAMERICABP), defined as:

PORT GROUP

CARIBBEANBP

BASE PORTS

Buenos Aires, ARGENTINA, Fortaleza, Santos, Sao Paulo, Rio de Janeiro, BRAZIL, Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas, Talcahuano, Tocopilla, Tocopilla, CHILE, Barranquilla, Buenaventura, Cartagena, Santa Marta, COLOMBIA, Guayaquil, ECUADOR, Cayenne, FRENCH GUIANA Georgetown, GUYANA, Asuncion, PARAGUAY, Callao, PERU, Paramaribo, SURINAME, Montevideo, URUGUAY La Guaira, Maracaibo, Puerto Cabelllo, VENEZUELA, NRAs also apply to/from ports and inland points named in the individual NRAs.

RULE 1-B. INTERMODAL SERVICE

Intermodal through rates applies between points in the U.S.

RULE 2. APPLICATION OF NRAS AND CHARGES

A. NRAs are stated in terms of U.S. Currency and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.

NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided.

NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

B. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper, or Consignee of the Cargo.

NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs will be shown as single-factor through NRAs.

Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) and not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. (See item 16, re: Advanced Charges.)

Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.

C. Packages containing articles of more than one description shall be rated on the basis of the NRA provided for the highest rated articles contained therein.

D. NRAs do not include Marine Insurance or Consular fees.

E. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs.

Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

F. Unless otherwise specified, when the NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

G. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

H. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.

I. Wherever NRAs are provided for articles named, the same NRA will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific NRA are provided for such parts.

J. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."

K. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the NRA of the end use commodity, eg: Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific NRA for the commodity in question.

L. When two or more NRAs may be applicable to a given shipment and one NRA is more specific than the others, the most specific NRA shall apply. One NRA is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S.

An NRA from/to a specific destination is more specific than an NRA to/from a geographic range or zone, (Examples):

An NRA from New York, NY is more specific than an NRA from Atlantic and Gulf Base Ports (AGBP).

An NRA to Yokohama, Japan is more specific than an NRA to Japan Base Ports (JBP).

M. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

N. TYPES OF SERVICE PROVIDED

a. CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.

b. CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.

c. CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.

d. CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.

e. DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

O. SERVICE OPTIONS:

The following service types are available and pertain to rates contained in this tariff.

a. Container Yard (Y)
The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.

b. Container Freight Station (S)
The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.

c. Door (D)
Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.

d. Ocean Port (O)
Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.

e. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.

f. Carrier may also utilize the following terminology to describe its services:

1. IPI Service, from Asia to USA
The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

2. MLB Service (Mini Land Bridge), from Asia to USA
The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.

3. RIPI Service, from Asia to USA
The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

P. ADVANCED CHARGES
Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading, and provided they do not relate in any part to cargo cost and/or ocean freight thereon, but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

RULE 2-010. PACKING REQUIREMENTS

A. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.

B. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.

C. Gross weight in pounds and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.

D. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

RULE 2-020. DIVERSION BY CARRIER

When the Ocean Carrier discharges cargo at a terminal port other than the port named in the ocean bill of lading, the ocean carrier may arrange, at its option, for movement via rail, truck or water, of the shipment from the port of actual discharge only as indicated hereunder:

A. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between Carrier discharging terminal and carrier's delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.

B. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the NRA applicable to the port of destination named in the bill of lading shall be assessed. In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or would have borne had the shipment cleared through the port originally intended.

RULE 2-030. MIXED COMMODITY RATES

Mixed Commodities shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment.

RULE 2-050. SHIPPER FURNISHED CONTAINERS

In lieu of the carrier furnished containers, shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following provisions:

A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.

B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carrier's vessel prior to loading by the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.

C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.

D. Shipper furnished containers will be accepted only at loading ports CY and delivered only at destination CY.

E. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.

RULE 2-060. MEASUREMENT AND WEIGHT

Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively. Whenever freight charges are assessed on a W/M "weight or measurement" basis or where rates are provided on both a "W" and "M" basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier.

A. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.

B. Rounding off- Dimensions
Where parts of centimeter occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. And over are to be rounded off to the centimeter above.

C. Calculating Cubic Measurements
The three dimensions in centimeters (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals.
In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.
In the case of multiple packages of like dimensions the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

D. OFFICIAL MEASURERS AND WEIGHERS
The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container.

E. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

a. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing, Carrier may arrange at the port/point of destination for the verification of the description, measurement or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.

b. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighting, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

RULE 2-070. OVERWEIGHT CONTAINERS

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for account of cargo.

The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents and the motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).

RULE 2-080. SHIPPER'S LOAD AND COUNT

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so claused, and:

A. No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

B. Carrier will not be directly or indirectly responsible for:

a. Damage resulting from improper loading or mixing of articles in containers, or shipper's use of unsuitable or inadequate protective and securing materials when loading to open-side flat-rack type containers.

b. Any discrepancy in count or concealed damage to articles.

Except as otherwise provided, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container.

Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers at their expense and the carrier shall not be responsible for such materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

RULE 2-090. DIVERSION OF CARGO (BY SHIPPER OR CONSIGNEE)

A request for diversion of a shipment will be considered as an amendment to the contract of carriage and will be subject to the following definitions, conditions and charges:

A. **Definition of Diversion:**
A change in the original billed destination (which may also include a change in Consignee, order party, or both).
A change in Consignee, order party or both will not be considered as diversion of cargo.

B. **Conditions:**

a. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.

b. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.

c. This rule will apply to full Bill of Lading quantities or full container loads only.

d. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.

e. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to $50/BL for cargo received and diversion requested prior to vessel departure, or up to $300/BL for cargo received and diversion requested post vessel departure, from origin port.

f. Diversion charges or administrative charge are payable by the party requesting the diversion.

RULE 2-100. MIXED SHIPMENTS

A. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity NRA applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.

B. Single shipments which consist of articles subject to two or more different NRAs, when articles subject to such different NRAs are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity NRA applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.

C. Where different scales of NRAs are provided for shipments of different weights, apply on each article the NRA which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment. Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of NRAs, will be charged for at the lowest NRA applicable to any article in the shipment.

D. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity NRA applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the NRAs used in computing the charges. In the event a lower charge results by considering

such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

RULE 2-110. RESTRICTED ARTICLES

Except as otherwise provided, the following articles will not be accepted for transportation:

A. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
B. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
C. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
D. Corpses or cremated remains.
E. Animals, birds, fish, livestock.
F. Eggs, viz: Hatching.
G. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
H. Silver articles or ware, sterling.
I. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
J. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
K. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
L. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

RULE 2-120. FREIGHT ALL KINDS (FAK)

Unless otherwise provided herein, any item described as "Freight All Kinds" shall consist of a MINIMUM of two different commodity items. Further restrictions to the item shall be contained in the NRA.

RULE 2-130. ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Different levels of Service are offered by the Carrier. Unless otherwise specified in the individual NRA, NRAs are applicable for Regular Service.

RULE 2-140. AES USA EXPORT SHIPMENTS

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations.

RULE 2-150. DOCUMENTATION FEE

Except as otherwise provided all shipments will be subject to the following:

A. Documentation Fee: USD 55 per B/L

RULE 2-160. AMS CHARGES

Except as otherwise provided NRAs, in addition to the documentation charges currently in effect under this tariff the following will apply to all shipments to destinations in the USA:

A. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house

bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. The amount of the charge shall be USD $50 per bill of lading.

B. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be USD $40 per correction

C. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.

D. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

E. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. Customs as follows:

If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.

F. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill"

RULE 20-170. SUBMISSION OF CARGO DECLARATION DATA

A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.

Pursuant to Customs regulations effective December 2, 2002, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.

a. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.

b. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').

c. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.

d. Internationally recognized hazardous material code when such materials are being shipped.

e. Seal numbers for all seals affixed to the container.

B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

a. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transshipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.

C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and has posted the required financial security with the FMC.

a. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.

b. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C(1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

c. All NVOCCs shall be subject to Paragraphs D and E of this rule.

D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO

a. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.

b. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

E. INDEMNIFICATION OF CARRIER.

If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s)shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep

confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper.

G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply.

RULE 2-180. U.S. CUSTOMS RELATED CHARGES

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier.

NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo or merchant.

RULE 2-190. FDA PRIOR NOTICE

A. Prior Notice and Registration Requirements:
Pursuant to regulations effective December 12, 2003 (see 21 C.F.R. Parts 1 and 20), the FDA must be provided with notice of food that is imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and Puerto Rico) by water at least eight (8) hours prior to vessel arrival.. The term "food" means: (i) articles used for food or drink for man or other animals; (ii) chewing gum; and (iii) and articles used for components of food or chewing gum (see 21 U.S.C. Sec. 321(f). However, the term does not include meat products, poultry products, and eggs products that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing, processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the FDA.

B. Responsibility for Prior Notice and Registration:
It shall be the responsibility of the shipper and/or consignee named in Carrier's bill of lading (hereinafter collectively referred to as the "Cargo Interests"), to ensure that prior notice of any shipment of food (as that term is defined in Paragraph A) imported or offered for import into the U.S. is provided to the FDA in accordance with applicable regulations and that any subject facility (other than a subject facility of Carrier) which has manufactured, processed, packed or held such food shipment has registered with the FDA in accordance with applicable regulations.

C. Evidence of Compliance:
With respect to any food shipment for which a prior notice confirmation number (“PN Number”) is required to be provided to the Bureau of Customs and Border Protection (“CBP”), FDA, or any other government agency upon arrival, it shall be the responsibility of Cargo Interests to ensure that such PN Number has been provided to the required agencies and other persons prior to vessel arrival. In addition, Cargo Interests shall be required to provide Carrier with the PN Number immediately upon written request of Carrier.

D. Failure to Comply:

a. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that notice of refusal will be provided to Carrier by the FDA and/or CBP. Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interests, who shall be responsible for transmitting such notice to any other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit, such notice or any consequences thereof.

b. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages,

or losses incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, demurrage, subsequent transport of the cargo by any mode of transportation, and fines and penalties. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

RULE 2-200. CARGO ROLL-OVER FEE

Carrier will require complete and accurate shipping instructions by the "Document Due by Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account.

A Cargo Roll-Over Fee of $200.00 shall be charged.

RULE 2-210. FREE TIME DETENTION/DEMURRAGE/STORAGE

Goods received at break-bulk terminal, CFS or CY are subject to free time and detention, demurrage, or storage provisions of the appropriate port terminal tariff or ocean common carrier tariff. In the absence of such tariff, the free time and charges contained in the closest public port terminal tariff will apply. Should there be no port terminal tariff or public port terminal tariff to apply, the free time allowed shall be as follows:

A. Export: Per diem, free time for export is 5 working days from pick up of equipment, thereafter USD 150.00 per day
B. Import: Demurrage, free time shall be 5 working days from availability of equipment at the port, thereafter USD 150.00 per day.

RULE 3. RATE APPLICABILITY RULE

The rules and charges applicable to a given shipment must be those in an NRA and in effect when the cargo is received by the ocean carrier or its agent (including originating carriers in the case of NRAs for through transportation). A shipment shall not be considered as "received" until the full bill of lading quantity has been received.

RULE 4. HEAVY LIFT

Not Applicable.

RULE 5. EXTRA LENGTH

Not Applicable.

RULE 6. MINIMUM BILL OF LADING CHARGES

The minimum charge per Bill of Lading, unless otherwise provided, shall be the charge for one ton of the commodity being shipped, exclusive of all surcharges, as specified in each individual NRA.

RULE 7. PAYMENT OF FREIGHT CHARGES

A. CURRENCY
Rules and charges are quoted in U.S. Currency and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change in this relationship, carrier reserves the right, upon publications in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the NRAs and charges as required.
B. PAYMENT IN U.S. DOLLARS
Except as otherwise provided, freight and charges shall be prepaid in the United States in US currency.
C. METHODS OF PAYMENT

Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft acceptable by carrier's bank for immediate credit without charges.

D. PREPAID FREIGHT
   a. When freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or his duly authorized licensed Freight Forwarder or Agent acting in his behalf.
   b. When freight and charges are billed prepaid they shall be paid in U.S. dollars.

E. FREIGHT COLLECT
   All freight and charges which are billed on a freight collect basis must be paid in full in U.S. Dollars, or in a currency acceptable to the carrier provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars, for the complete originally issued Bill of Lading quantity prior to release of cargo or any portion thereof.

F. CURRENCY CONVERTABILITY:
   Conversion Provisions:
   In addition to the United States Dollars, freight monies and charges may be billed and paid in foreign currencies, provided they are freely convertible and remittable and free of tax.

G. On any charges where approval has been requested in writing for lawfully valid charges and the Merchant has failed to respond, after three attempts without response, the charges will be considered approved and the Carrrier will invoice and collect payment on said charges in the same manner as if they charges had been approved in writing.

RULE 8. BILL OF LADING

Carrier's bill of lading includes the following clauses on its front side:
RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transport to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customers notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. IN WITNESS whereof three (3) original Bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods of delivery order. For terms and conditions of Carrier's bill of lading, as printed on its reverse side, please see Rule 8-10.

RULE 9. FREIGHT FORWARDER COMPENSATION

Compensation to a licensed Ocean Freight Forwarder will be paid in connection with any shipment dispatched on behalf of others when, and only when, such forwarder is licensed with the Federal Maritime Commission under Section 19 (a) of the Shipping Act of 1984 and has certified in writing that it holds a valid license and has performed the following services:

A. Engaged, booked, secured, reserved, or contracted directly with the Carrier or its agent for space aboard a vessel or confirmed the availability of that space.
B. Prepared and processed the Ocean Bill of Lading, dock receipt, or other similar document with respect to the shipment.
   a. Carrier will not pay compensation for services described in Paragraph (1), more than once on the same shipment.
   b. Carrier will not knowingly pay compensation on a shipment in which the forwarder has a direct or indirect beneficial interest.
   c. The amount of Compensation shall be negotiated as provided in each individual NRA.

RULE 8-10. BILL OF LADING TERMS AND CONDITIONS

A. DEFINITIONS:

"**Vessel**" means the intended Ocean Vessel named on the front hereof and any vessel, craft, lighter or other means of conveyance which is or shall be substituted in whole or in part by the Carrier and also includes any other Vessels onto which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof.

"**Carrier**" means Cavalry Logistics International, Inc., acting as a non-vessel operating common carrier, as defined under the Shipping Act of 1984, 46 App. U.S.C. § 1702(17)(B)**,** however some services in this Part may be performed by other Universal entities.

"**Merchant**" includes any Person who at any time, in relation to the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a Factor.

"**Container**" includes container, flat, pallet and any other receptacle for Goods (excluding a ship, a rail or road vehicle or an aircraft but including a trailer towed or intended to be towed by a road vehicle) supplied or intended to be supplied by or on behalf of the carrier or the carriage of cargo.

"Charges" includes freight, demurrage, and all expenses and monetary obligations incurred and payable by the Merchant.

"**Package**" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Merchant which is delivered and entrusted to Carrier, including palletized units and each container packed and sealed by the Merchant or on its behalf, although the Merchant may have furnished a description of the contents of such sealed container(s) on this bill of lading.

"**Place of Receipt**", "**Intended Port of Loading**", "**Intended Port of Discharge**" and "**Intended Place of Delivery**", means respectively the place of receipt, port of loading (ocean vessel), port of discharge (ocean vessel) and place of delivery nominated on the front hereof.

The term "**Goods**" means the whole or any part of the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well.

B. **CLAUSE PARAMOUNT:**

a. **To and From non-United States Ports**. As far as this Bill of Lading covers the Carriage of Goods by sea to and from non-United States ports by the Carrier and any Participating Carrier, the Contract evidenced in this Bill of Lading shall have effect subject to the Hague-Visby Rules, if and as enacted in the country of shipment and any legislation making those Rules compulsorily applicable to this Bill of Lading shall be deemed incorporated herein and made part of this Bill of Lading contract. When no such enactment is in force in the country of shipment, the Hague-Visby Rules will apply. The Hague-Visby Rules shall also govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier. The Hague-Visby Rules shall also apply to the Carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways.

b. **To or From United States Ports**. If the Carriage called for in this Bill of Lading is a shipment to or from the United States, the liability of the Carrier shall be exclusively determined pursuant to COGSA; the Pomerene Act [49 U.S.C. §80101 et. seq.] for both export and import cargo moving to/from the United States; and Article 7-301 of the Uniform Commercial Code. The provisions cited in the Hague Rules and COGSA shall also govern before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier.

c. **Other Applicable Laws.** The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitation of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions or sections 4281 to 4287, inclusive, of the Harter Act of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law, statute of regulation available to the Owner of the vessel on which the Goods are carried.

C. **LIMITATION OF LIABILITY:** Insofar as loss of or damage to or in connection with the Goods is caused during the part of the custody or carriage, such compensation shall be calculated as follows:

a. Where the Hague-Visby Rules apply hereunder by national law by virtue of clause 2, the Carrier's liability shall in no event exceed the amounts provided in the applicable national law.

b. Where Carriage includes Carriage to, from or through a port in the United States of America and US COGSA applies by virtue of clauses 2, Carrier shall not in any event be or become liable in an amount exceeding US$500 per Package or customary freight unit.

c. Where the British International Freight Association (BIFA) rules apply by virtue of clauses 2, Carrier's compensation shall not exceed the limitation of liability of 2 SDR per kilo of the gross weight of any Goods lost or damaged by reference to the invoice value of the Goods plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona

fide, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

d. IF NO LIMITATION AMOUNT IS APPLICABLE UNDER ANY OF THE ABOVE RULES OR LEGISLATION, THE LIMITATION SHALL BE US$500 PER PACKAGE OR CUSTOMARY UNIT.

D. CARRIER'S RESPONSIBILITY:

a. **PORT TO PORT SHIPMENT:** Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge. Notwithstanding the above where the Space(s) entitled "Place of Receipt" and/or "Place of Delivery" on the face hereof are completed, the contract contained in or evidenced by this Bill of Lading is for through transportation from and/or to the place(s) so named and the Carrier's responsibility shall then commence at the time when the Goods are delivered at the Place of Delivery so named (if any) and/or terminate when the Goods are delivered at the Place of Delivery so named (if any). The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with other for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent, enter into contracts with other on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

b. **COMBINED TRANSPORT:**

i. The carrier acts as agent for Merchant with regard to procuring inland and ocean transportation. If, for any reason, it is adjudged that the Carrier was not acting as the Merchant's agent, then in addition to the defenses and limitation of liability permitted to the Carrier by law and by this bill of lading, the Carrier shall also have the benefit of all defenses available to the participating carrier(s) by law and by the terms of its or their contracts of Carriage and tariffs, all of which shall be deemed incorporated in this bill of lading, as applicable and with respect to inland transportation of the Goods, Carrier will be afforded all of the defenses according to the provisions of any International Convention or national law which is compulsorily applicable in the country, where the inland transportation took place or, if no such law or convention is applicable, then according to the Participating Carrier's contracts of carriage and/or tariffs, if any.

ii. Except as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below:

1. Where the stage of Carriage where the loss or damage occurred cannot be proved:

a. The Carrier shall be entitled to rely upon all exclusions of liability under the rules or legislation that would have applied under 2(A)(B\) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA).

b. Where under (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable have contributed to the loss or damage.

c. Where the Hague Rules (or any legislation applying such rules or Hague-Visby Rules such as COGSA) is not compulsorily applicable the Carrier’s liability shall not exceed US $2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.

d. The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered, or, if there is no such price, according to the current

market price be reference to the normal value of the Goods of the same kind and quality, at such place and time.

2. Where the stage of Carriage where the loss or damage occurred can be proved:
   a. The liability of the Carrier shall be determined by the provisions contained in any international convention of national law of the country which provisions,
      i. cannot be departed from by private contract to the detriment of the Merchant
      ii. would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document must be issued in order to make such international convention or national law applicable, and,
      iii. where neither (i) nor (ii) above shall apply any liability or the Carrier shall be determined by 4(b)(A) above.

c. **DELAY, CONSEQUENTIAL LOSS:** Except as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

d. **AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT:** The Carrier's liability may be increased to higher value by a declaration in writing of the value of the Goods by the Merchant upon delivery to the Carrier of the Goods for shipment. Such higher value being inserted on the front of this Bill of Lading in the space provided for and, if required by the Carrier, extra freight paid in such case. If the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

e. **RUST, ETC:** It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

f. **NOTICE OF LOSS OR DAMAGE:** The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent within three consecutive days thereafter.

E. **REFRIGERATED CARGO:**

Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or Container, provided that Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the special hold or Container in an efficient state. Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In the case of a temperature controlled Container stuffed by or on behalf of the Merchant, Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for packing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever. .

F. **CARGO STOWED IN CONTAINERS BY MERCHANTS:**

The Carrier shall not be responsible for the safe and proper stowing of cargo in containers if such containers are loaded with cargo by Merchant, consolidator or inland carrier, and no responsibility shall attach to the Carrier for any loss or damage caused to contents by shifting, overloading or improper packing of the container. Containers loaded by the Merchant or their agent shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown herein. The merchant, consolidator or inland carrier shall inspect containers before loading them and loading of the containers shall be prima facie evidence that the containers were sound and suitable for use. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty. The Carrier will not be liable in any event for the particulars furnished by the Merchant as shown on the face of this Bill of Lading. This Bill of Lading is a receipt only for the number of containers, packages or pieces as shown on the face of this Bill of Lading. The Carrier has counted only the number of containers (If container received already loaded) or the number of packages or pieces (if the Carrier has loaded the container) and under no circumstances shall the Bill of Lading be prima facie evidence of the marks, quantity, weight, description, measurement and other particulars furnished by the Merchant. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact.

The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability, or expense whatsoever arising from one or more of the following matters: loss or damage caused by the manner in which the Container has been stuffed; loss or damage caused by the unsuitability of the Goods for Carriage in Containers; loss or damage caused by the unsuitability or defective conditions of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed; and loss or damage if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

G. OPTIONS OF THE CARRIER:

a. **Subcontracting:** The Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage or carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant shall defend, indemnify and hold harmless the Carrier against any claims, which may be made upon the Carrier by any servant, agent or subcontractor of the Carrier in relation to the claim against any such person made by the Merchant. The provisions of COGSA or its applicable foreign equivalent at point of origin or destination shall apply by agreement of the parties to all agents, contractors, and subcontractors, including but not limited to, draymen, truckers, and stevedores, prior to the loading of and after the unloading of the cargo. Without prejudice to the foregoing, every such servant, agent and subcontractor shall be entitled to the same rights, exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading, tariff or statute, including but not limited to the provisions of COGSA or its applicable foreign equivalent, to which Carrier is entitled and for the benefit of the Carrier as if such provisions were expressly for their benefit, and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his Own behalf but also as agent and trustee for such servants, agents and subcontractors. The above shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crew of the vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators, and agents) and the employees of each of them. By entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as agent or trustee for such Persons and vessels, and such Persons and vessels shall to this extent be deemed parties to this contract.

b. **Route and Tran-shipment:** The Carrier may at any time and without notice to the Merchant, use any means of transport or storage in any reasonable manner and by any reasonable means, methods and routes, including but not limited to, inland carriage by truck, rail and/or air; load or carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place

unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government, authority, or any Person or body acting or purporting to act as or on behalf of such government or authority, or having under the terms of the insurance on the conveyance employed by the Carrier, the right to give orders or directions; permit the vessel to proceed with or without pilots, save or attempt to save life or property, adjust navigational instruments, make trial trips, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons to tow or be towed, or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores, and sail armed or unarmed. These liberties may be invoked by the Carrier (without notice to the Merchant), either with or without the goods on board, for any purposes whatsoever, whether or not connected with the Carriage of the Goods. Any act involving delays resulting from such activities shall not be deemed a deviation of whatsoever nature or degree.

c. Conditions affecting Performance:

i. Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery. If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind including strike and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to:

1. treat the performance of this contract as terminated, abandon the Carriage of the Goods and place the goods, or any part of them, at Merchant's disposal at any place which the Carrier shall deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease; or
2. continue the Carriage and deliver the goods at the place of delivery. In any event, Carrier shall be entitled to full freight for any goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

ii. If, after storage, discharge, or any actions taken above, Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency. Merchant shall reimburse Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to sub-part 7C(1), including delay or expense to the Ship, and Carrier shall have a lien upon the goods to that extent.

iii. The situations referred to in sub-part 7C(1) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances, closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage.

iv. Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order,

direction, regulation, or suggestion, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

d. **Variation of the Contract**: Only Carrier's officers, directors, or agents with actual authority shall have power to waive, vary, alter, or modify any terms herein. Any changes must be agreed upon in writing by Carrier and Merchant.

e. **Stowage in Containers:** Where the goods are not received by Carrier already in containers or the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality. Goods may be stuffed by the Carrier and may be stuffed with other Goods. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

f. **On Deck Storage:** Containers, whether goods therein be stowed by the Carrier or by the Merchant, and unit load machinery not containerized may be carried on or under deck without notice to the Merchants and if they are so carried, COGSA or the Hague Rules incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in General Average whether carried on or under deck.

g. **Inspection of Goods**: Upon cause, the Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open and inspect the Goods in any Container or package at any time.

H. **GOVERNMENT DIRECTIONS, ETC.:** The Carrier, Master and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of war risk insurance on the Vessel, the right to give such orders or directions shall be a fulfillment of the contract voyage.

In addition to all other liberties herein, the Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods or permit inspection or other control in accordance with any direction, condition or agreement imposed upon or extracted from the carrier by any government or department thereof or any person purporting to act with the authority or either of them, In any of the above circumstances, the Goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the cargo owner or consignee and shall be a lien on the goods.

I. **MERCHANTS RESPONSIBILITY:** Merchants and their agents shall be jointly and severally liable to carrier for any loss or damage to containers or Goods while in their possession or the possession of their agents. The Carrier shall not in any event be liable for any loss, delay, damage or injury to the Goods, or to other property or to any persons arising out of the use or handling of Carrier's containers by Merchant or their agent. Merchant shall defend, indemnify and hold the Carrier harmless from and against any and all claims, loss, damage or fines on a container or the Goods before delivery to the Carrier at the port of loading or between containers to the Carrier. If the goods are delivered in a container, the Merchant undertakes to return the container promptly to the Carrier in the same condition as when received from the Carrier. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband. If the Container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the Container meets all ISO and/or other international safety standards and is fit in all respects for Carriage by the Carrier. The Merchant shall defend, indemnify and hold harmless the Carrier for any injury, loss or damage, including fines arising from Merchant’s failure to declare correctly herein any of the particulars furnished by him, including marks, quantity and description of the goods, weight and cubic measurement of goods and the exact total gross weight of container (container fare weight and cargo weight) and also for any kind of rerouting of the Goods at the Merchant's request or for any other act, fault or neglect of the Merchant, his agent or his servants for which the Carrier may become liable. If the container is discharged from the vessel with seals intact, the Carrier shall not be liable for any loss or damage to contents of container unless it be proven that such loss or damage was caused by the Carrier’s negligence.

Merchant shall defend, indemnify and hold harmless the Carrier against any loss or damage to the vessel or cargo or to any persons or property caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such Merchant be principal or agent and such Goods so shipped may be thrown overboard or destroyed at any time without compensation

J. **WARRANTY**: Merchant warrants that in agreeing to the terms hereof it or its agent has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

K. FREIGHT AND CHARGES:

a. Pre-paid freight, whether actually paid or not, shall be earned upon receipt. Payment shall be in full and in cash without any offset, counterclaim, deduction or stay of execution, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 25% per annum (compounded annually) on the unpaid balance, minimum charge $100.00, or the maximum amount allowed by applicable law, whichever is less, shall run from the date when charges are due. If the services of a freight forwarder are used for this transportation, those services shall be deemed to be performed as agent of Merchant and payment of freight to the freight forwarder is not payment to Carrier. Full freight shall be paid on damaged or unsound goods. In any referral for collection or action against Merchant for monies due to Carrier, upon recovery by Carrier, Merchant shall pay the expenses of collection and litigation, including reasonable attorneys' fees.

b. If Merchant fails to make payment in 30 days, a late fee of 25% of the principal amount due shall be assessed on each unpaid invoice, in addition to all other lawful freight and accessorial charges as provided herein.

c. The Merchant shall be liable, jointly and severally with the consignee, consignor, and any other responsible party, for all unpaid charges on account to pay and/or indemnify Merchant for all claims, fines, penalties, damages, costs, and other sums, including attorney's fees, which may be incurred by Carrier by reason of any violation of the shipment contract/tariff or any other default of the Merchant or their agents. Regardless of which party is initially invoiced however, the Shipper, the Consignee, or any Third Party remain jointly liable for all charges. In the event Shipper, Consignee, or Third Party primarily responsible for payment does not pay applicable charges within normal terms, the other parties shall remain liable for all charges. Under this paragraph, Carrier is entitled to recover all costs, including attorney's fees, of collecting delinquent invoices.

d. Allocation of Payment: Merchant authorizes Carrier to allocate payments and credits in a way that is most favorable to or convenient to the Carrier and grants Carrier full discretion as to how payments are applied. For example, Merchant authorizes Carrier to apply payments and credits to oldest balances before Carrier applies them to more recent freight charges.

e. Offsetting Charges Not Allowed: Merchant shall not offset from or delay the payment of lawfully established transportation charges due Carrier as a result of any overcharge claim, charge-back, duplicate payment, or lass and/or damage cargo claim. A formal claim shall be filed and processed separately.

f. Payment in Full: Any attempt to discharge an outstanding debt to Carrier by marking a payment of less than full outstanding balance "paid in full" or "accord and satisfaction" or similar language will be null and void.

g. Where claims of any kind have been filed with Carrier, if the claimant involved has open invoices with Carrier that are more than 60 days old, Carrier will offset amounts determined due on the claim against outstanding accounts receivable.

h. The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in repairing damage to and replacing of packaging due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.

i. Any dues, duties, taxes and charges, which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the Vessel shall be paid by the Merchant.

j. The Carrier shall be entitled to all freight and other Charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the vessel and/or goods be lost or not, or the voyage be broken up, or frustrated, or abandoned at any stage of the entire transit period or whether Merchant has already made payment to the freight forwarder.

k. The Merchant shall be jointly and severally liable for all, and indemnify the Carrier against all dues, duties, fines, taxes and Charges, including consular fees levied on the goods or all fines and/or losses sustained or incurred by the Carrier in connection with the goods however caused, including the procedure consular, board of health, or other certification to accompany the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government.

l. The Carrier is entitled, and Merchant is liable, in case of incorrect declaration of contents, weight, measurements or value of the Goods, to claim double the correct amount of freight which would have been due if such declaration had been correctly given. For the purposes of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified. Merchant will also be liable for the expenses incurred in determining and ascertaining the correct details.

m. Merchants shall be jointly and severally liable to Carrier for demurrage, detention, general order, advances and any and all costs associated with the abandonment of the freight or a refusal of the consignee to make delivery whether or not the front of this bill of lading has been marked "prepaid " or "collect " so long as freight and charges remain unpaid.

n. Merchants shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of Merchant of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

o. Merchant authorizes the Carrier to pay and/or incur all such Charges and expenses and to do any matters mentioned above at the expense of and as agent for the Merchant, to engage other Persons to regain possession of the Goods, and to do all things deemed advisable to the Carrier for payment of all Freight and Charges and for the performance of the obligation of each of them hereunder.

p. On any charges where approval has been requested in writing for lawfully valid charges and the Merchant has failed to respond, after three attempts without response, the charges will be considered approved and the Carrier will invoice and collect payment on said charges in the same manner as if they charges had been approved in writing.

L. **GENERAL AVERAGE:** General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1974. The General Average statement shall be prepared by adjusters appointed by Carrier. The Amended Jason Clause as approved by BIMCO is incorporated herein, and the Merchant shall provide such security as may be required by the Carrier in this regard. Notwithstanding the above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim, whether due to negligence or not, (and any expense rising therefrom) of a General Average nature which may be made against the Carrier, and shall provide such security as may be required by the carrier in this connection. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

M. LIEN: **The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier shall be entitled to sell the goods privately or by auction, without prior notice to the Merchant, as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.**

N. **WAREHOUSEMAN LIEN:** If Goods go into demurrage, Carrier shall assume all rights of a warehouseman, and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other Person(s) entitled to receipt of the goods upon payment of all Charges due. If Goods are not claimed within ten (10) days after demurrage commences, Carrier may exercise its warehouseman's right to sell or auction such Goods. Carrier may assert a general lien for Charges and expenses in relation to other Goods, whether or not these Goods have been delivered by Carrier.

O. LAW AND JURISDICTION: Any claim or dispute arising under this Bill of Lading shall be determined exclusively according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the United States District Court for the Southern District of New York, which shall have exclusive jurisdiction. The Carrier shall be entitled to avail itself of all the terms and conditions

of onward carriers, including such carriers' forum selection and limits of liability. Carrier reserves the right to bring suit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over Merchant.

P. **BOTH- TO-BLAME COLLISION CLAUSE:** If the vessel carrying the Goods (the carrying vessel) collides with any other vessel or object (the non-carrying vessel or object) due to the negligence of the non-carrying vessel or object, or their owner(s), charterer(s), or Person(s) responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify, and hold harmless the Carrier against all claims, liability, costs, attorneys' fees, and other expense arising therefrom, in respect of any loss, damage, or claim whatsoever of the non-carrying vessel or object.

Q. NOTICE OF CLAIM AND TIME BAR: Written notice of claims for loss of or damage to the Goods occurring or presumed to have occurred while in the custody or control of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by the Carrier. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of delivery. Non-delivery must be reported in writing within seven (7) days of the scheduled delivery date. In any event, the Carrier shall be discharged from any liability unless suit is brought in the United States District Court for the Southern District of New York within twelve (12) months after delivery of the Goods, or the date when the Goods should have been delivered, unless such time bar is contrary to any compulsorily applicable international convention or law, which shall apply.

R. **CARRIER'S TARIFF(S) AND TERMS AND CONDITIONS OF SERVICE:** The goods carried under this Bill of Lading are also subject to all the terms and conditions of the Carrier's tariff(s) pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of the Carrier's tariff(s) may be obtained from Carrier or its agents upon request or from the governmental body with whom the tariff has been published. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail.

S. **SEVERABILITY:** If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby, and this Bill of Lading contract shall be carried out as is such invalid or unenforceable provisions were not contained herein.

T. **SURRENDER AND NEGOTIABILITY OF BILL OF LADING:** This Bill of Lading shall be non-negotiable unless made out "to order," in which event it shall be negotiable and shall constitute title to the Goods and the holder in due course shall be entitled to receive or to transfer the Goods herein described. If required by the Carrier, the Bill of Lading, duly endorsed, must be surrendered to the agent of the Carrier at the port of discharge, in exchange for delivery order. This Bill of Lading shall be prima facie evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

U. **International Convention for the Safety of Life at Sea (SOLAS):** Verified Gross Mass (VGM) rules apply for to the movement of ocean containers under SOLAS Chapter VI Regulation 2 Paragraph 4 thru 6. See Rule 26.

RULE 10. SURCHARGES AND ARBITRARIES

Not applicable.

RULE 11. MINIMUM QUANTITY RATES

When two or more NRAs are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the NRA specifying a required minimum quantity either weight or measurement per container or in containers and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower NRA if, the weight or measurement declared for rating purposes is increased to the minimum level.

RULE 12. AD VALOREM RATES

A. The liability of the Carrier as to the value of shipments at the NRAs herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.

B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRAs applying to the commodities shipped as specified herein.

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of $500.00 the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

RULE 13. TRANSSHIPMENT

Not Applicable.

RULE 14. CO-LOADING IN FOREIGN COMMERCE

A. DEFINITION: For the purpose of this Rule "Co-Loading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCCs for tendering to the ocean carrier under the name of one or more of the NVOCCs.

B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCCs.

C. When shipper's cargo is tendered for co-loading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 8) and such Bill of Lading liability shall not be altered by co-loading.

D. Shippers are responsible for payment of NRAs and charges only to the extent that such NRAs and charges are provided in this tariff.

E. The carrier shall notify shippers that their cargo has been co-loaded by annotating each applicable Bill of Lading with the following statement:
"Cargo covered by this Bill of Lading has been co-loaded with cargo of (Name(s) of other NVOCCs)."

F. Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCCs.

G. Shipper-to-Carrier Co-loading - When carrier engages in co-loading on a shipper-to-carrier basis, carrier is responsible for the payment of all charges assessed by the NVOCC to which cargo was tendered. Shipper is responsible for freight and charges only to the extent that such are set forth in this tariff.

RULE 15. OPEN RATES IN FOREIGN COMMERCE

Not Applicable.

RULE 16. HAZARDOUS CARGO

A. All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, NRA; except where a specific NRA is provided for in this tariff.

B. Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.

C. The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, WIV, OAE, England as listed below:
1 - Explosives
2 - Gasses; Compressed, liquefied or dissolved under pressure
3 - Inflammable Liquids
4 - Inflammable Solids
5 - Oxidizing Substances and organic peroxide
6 - Poison and infectious substance
7 - Radioactive substance
8 - Corrosives
9 - 10 - Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)
11 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. - 600, ICC No. B.O.E. - 600, FMC F No. 2B

RULE 17. GREEN SALTED HIDES IN FOREIGN COMMERCE

Not Applicable.

RULE 18. RETURNED CARGO IN FOREIGN COMMERCE

Not Applicable.

RULE 19. SHIPPERS REQUESTS IN FOREIGN COMMERCE

Shipper request or complaints (including request for adjustment in NRAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page and/or Tariff Record.

RULE 20. OVERCHARGE CLAIMS

A. Bill of Lading Commodity Description

Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.

B. Overcharges

For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:

a. Where an error has been made by the dock in calculation of measurements.
b. Against re-measurement at port of loading prior to vessel's departure.
c. Against re-measurement by vessel's agent at destination.
d. By joint re-measurement of vessel's agent and consignee.
e. By re-measurement of a marine surveyor when requested by vessel's agent.
f. Re-measurement fees and cable expenses in all cases to be paid by party at fault.

In cases of claims by shipper of overcharge in weight certified invoice or weighers certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984.

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

RULE 21. USE OF CARRIER EQUIPMENT

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs) the VOCC, either directly or via the carrier, provisions as published by the VOCC in its FMC tariff will be for the account of the cargo.

RULE 22. AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE

Not Applicable.

RULE 23. CARRIER TERMINAL RULES AND CHARGES

Carrier does not operate terminals at origin or destination. Except as otherwise provided in NRA, all shipments will be subject to the origin and destination terminal charges assessed by the underlying ocean carrier, including demurrage charges, whose vessel will be clearly identified on bills of lading.

RULE 23-01. DESTINATION TERMINAL HANDLING CHARGES

In destination countries where DTHC are required to be prepaid Carrier shall require the same prior to shipment.

RULE 24. NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

A. Bonding of NVOCC

a. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.
b. **Bond No. 8821346**
c. Issued By: Lexon Insurance Company

256 Jackson Meadows Drive
Hermitage, TN 37076

B. Agent for Service of Process

a. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable, Carrier domiciled in the U.S. (See Title Page and/or Tariff Record).

b. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

c. Service of administrative process, other than subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

RULE 25. CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR Part 520 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

RULE 26. SOLAS REGULATIONS

A. Upon tender of cargo to Carrier, Shipper shall provide to Carrier a Shipper Actual Gross Mass Weight Verification ("VGM") which meets the requirements of the International Maritime Organization (IMO) per its Guidelines relating to the Safety of Life at Sea Convention (SOLAS) for the export of containerized cargo. Carrier shall charge the following fee for coordination of the VGM with respect to the timely delivery of same to the appropriate ocean carrier and/or terminal operator: $50.00 or a fee as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.

B. If a Shipper does not provide a satisfactory VGM to Carrier prior to tendering the cargo to Carrier, Carrier has the right to refuse to accept such cargo until one is provided to Carrier or if Carrier does accept container(s) from Shipper it may lawfully opt to not deliver the container(s) to the ocean terminals for loading on a vessel until it does receive a satisfactory VGM. Any expenses, charges, penalties or claims which may result from the untimely or non-receipt of an acceptable VGM is for the account of Shipper.

C. At Carrier's sole option, Carrier can arrange to obtain a VGM on Shipper's behalf provided that Carrier agrees to do so in writing and by Shipper providing an executed written authorization for Carrier to do so in a format acceptable to Carrier whereby Carrier agrees to act as an agent on Shipper's behalf solely for that purpose. Accepting that function shall not otherwise alter Carrier's relationship as an independent contractor as Carrier. Shipper agrees that in this case, Carrier may name itself as an additional party to the VGM. In the event that Carrier agrees to provide this service Carrier shall charge Shipper the following fees: $50.00 or a fee as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.

D. VGM's provided by the Shipper to Carrier shall have been obtained from either Method 1 as described by SOLAS, which requires that the full container load was weighed after it was packed, and/or Method 2 which requires weighing all the cargo and contents of the container and adding the tare weight of the container as indicated on the door of the container.

E. Whether Method 1 or Method 2 is utilized by the Shipper, for the shipper's weight verification to be compliant with the SOLAS requirement, it must be "signed", meaning a specific person representing the shipper is named and identified as having verified the accuracy of the weight calculation on behalf of the shipper. Identification of the person signing requires that their full name, address, and phone number/e-mail address be provided. If shipper has obtained a weight verification from either Method 1 or Method 2, Shipper may utilize Carrier's e-Docs solution on the appropriate carrier's website pertaining to the shipment and provide an electronic signature as provided on subject web site. Carrier shall electronically transmit or otherwise deliver said VGM to the underlying ocean carrier or terminal. Carrier's charges for this service shall be $50.00, or a

fee as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.

F. Method 2 shall not be allowed by Carrier for scrap metal, unbagged grain and other cargo in bulk "that "do not easily lend themselves to individual weighing of the items to be packed in the container."

G. Carrier will not accept estimates of weight, and the weighing equipment used must meet national certification and calibration requirements. Further, the party packing the container cannot use the weight somebody else has provided, except that individual, original sealed packages that have the accurate mass of the packages and cargo items (including any other material such as packing material and refrigerants inside the packages) are clearly and permanently marked on their surfaces.

H. If containers are delivered to the piers/terminals by the Carrier without a satisfactory VGM and the load port has appropriate weighing facilities, all charges, fees, and or penalties with respect to weighing subject container shall be for the account of the Shipper.

I. Carrier shall not be responsible for charges, fees, penalties or other claims for containers for which a verified weight was provided prior to loading in a preceding load port and which may be loaded in transshipment ports which may require another VGM whether or not the SOLAS Guidelines require such re-weighing.

J. Shippers who tender less-than-container load ("LCL"), whether beneficiary cargo owners, or non-vessel operating common carriers shall similarly provide VGMs for cargo tendered to Carrier loading facilities, and are subject to all weight regulations herein. Carrier reserves the option of weighing LCL cargo or full container loads ("FCL") loaded at the premises of Carrier or on behalf of Carrier by third parties, and to produce a corresponding VGM for charges as provided herein: $50.00 or a fee as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.

K. Shipper shall be solely responsible for all charges and fees from ocean carriers and/or terminals resulting from any VGMs improperly provided by Shipper and/or third parties, or for any other reason whatsoever, including charges and fees relating to demurrage, detention, per diem, related to ocean carriers' and terminals' implementation of SOLAS. Carrier shall not be responsible for any "roll overs" of Shipper's container(s) related to VGM reasons whereby the containers are not loaded on a particular vessel.

RULE 27. LOYALTY CONTRACTS IN FOREIGN COMMERCE

Not Applicable.

RULE 28. DEFINITIONS

CARRIER - means publishing carrier and/or inland U.S. Carriers.

CONSIGNOR, CONSIGNEE OR SHIPPER - include the authorized representatives or agents of such "consignor," "consignee," or "shipper."

CONTAINER FREIGHT STATION (CFS) - (Service Code S) -

A. At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.

B. At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

CONTAINER LOAD - (CL) - Means all cargo tendered to carrier in shipper-loaded containers.

CONTAINER YARD - The term "Container Yard" (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.

CONTROLLED TEMPERATURE - means the maintenance of a specific temperature or range of temperatures in carrier's trailers.

DRY CARGO - means cargo other than that requiring temperature control.

IN PACKAGES - shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in other containers" or "skids"

KNOCKED DOWN (KD) - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at lest 33 1/3 percent from its normal shipping cubage when set up or assembled.

KNOCKED DOWN FLAT (KDF) - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 66 2/3 percent from its normal shipping cubage when set up or assembled.

LESS THAN CONTAINER LOAD (LTL) - means all cargo tendered to carrier not in shipper-loaded/stuffed containers.
LOADING OR UNLOADING - means the physical placing of cargo into or the physical removal of, cargo from containers.
MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more NRAs.
MOTOR CARRIER - means U.S. Motor Carrier or Motor Carriers.
NEGOTIATED RATE ARRANGEMENT (NRA) - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).
NESTED - means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.
NESTED SOLID - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch.
ONE COMMODITY - means any or all of the articles described in any one-NRA.
PACKING - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.
PUBLISHING CARRIER - means Cavalry Logistics International, Inc., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 023426, or other Universal entities collectively referred to in this part as Publishing Carrier.
RAIL CARRIER - means U.S. rail carrier or rail carriers.
SHIPMENT - means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.
STUFFING - UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.
UNPACKING - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

RULE 29. ABBREVIATIONS, CODES AND SYMBOLS

EXPLANATION OF ABBREVIATIONS

A	Increase
Ad Val	Ad Valorem
AI	All Inclusive
BF	Board Foot or Board Feet
B/L	Bill of Lading
BAF	Bunker Adjustment Factor
BM	Board Measurement
C	Change in tariff Item
CAF	Currency Adjustment Factor
CBM, CM or M3	Cubic Meter
CC	Cubic Centimeter
CFS	Container Freight Station
CFT	Cubic Foot or Cubic Feet
CLD	Chilled
CM	Centimeter
CU	Cubic
CWT	Cubic Weight
CY	Container Yard
D	Door
DDC	Destination Delivery Charge
E	Expiration
ET	Essential Terms
Etc	Et Cetera
FAK	Freight All Kinds
FAS	Free Alongside Ship
FB	Flat Bed

FCL	Full Container Load
FEU	Forty Foot Equivalent Unit
FI	Free In
FIO	Free In and Out
FIOS	Free In, Out and Stowed
FO	Free Out
FOB	Free On Board
FMC	Federal Maritime Commission
FR	Flat Rack
Ft	Feet or Foot
GOH	Garment on Hanger
H	House
HAZ	Hazardous
I	New or Initial Tariff Matter
K/D	Knocked Down
KDF	Knocked Down Flat
Kilos	Kilograms
K/T	Kilo Ton
LCL or LTL	Less than Container Load
LS	Lumpsum
L/T	Long Ton (2240 Lbs)
M	Measure
Max	Maximum
MBF or MBM	1,000 Feet Board Measure
Min	Minimum
MM	Millimeter
MQC	Minimum Quantity Commitment
N/A	Not Applicable
NRA	Negotiated Rate Arrangements
NSA	NVOCC Service Arrangements
NHZ	Non-Hazardous
NOS	Not otherwise specified
OT	Open Top
P	Pier
Pkg	Package or Packages
PRC	People's Republic of China
PRVI	Puerto Rico and U.S. Virgin Islands
R	Reduction
RE	Reefer / Refrigerated
R/T	Revenue Ton
RY	Rail Yard
SL&C	Shipper's Load and Count
Sq. Ft	Square Foot or Square Feet
S/T	Short Ton (2000 lbs.)
SU or S/U	Set Up
TEU	Twenty Foot Equivalent Unit
THC	Terminal Handling Charge
TRC	Terminal Receiving Charge
USA	United States of America
USD	United States Dollars
VEN	Ventilated
VIZ	Namely
VOL	Volume
W	Weight
W/M	Weight/Measure

RULE 30. ACCESS TO TARIFF INFORMATION

This tariff is published on the Internet web site of Cavalry Logistics International, Inc. at: www.cavalrylogistics.com. Interested parties should contact Sandi Villeneuve by email at

SVILLENEUVE@CAVALRYLOGISTICS.COM concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

RULE 201. NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Pursuant to 46 CFR § 531.9 (a), Carrier hereby give public notice in tariff format the following essential terms of each NSA it has enter into with shippers as on file at the Federal Maritime Commission:

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

PART 4

Freight Brokerage Service
Terms and Conditions

SCOPE AND APPLICATION OF PART 4
FREIGHT BROKERAGE SERVICE TERMS AND CONDITIONS

Part 4 of the Terms and Conditions contain Universal's rules, rates and charges applicable to Universal's function as a freight broker (as that terms is defined in 49 U.S. Code § 13102). In this Part, Universal as well as its applicable operating divisions, subsidiaries, agents, subcontractors, officers and assigns is referred to as ("Broker"). In this Part "Shipper" shall mean the individual and/or entity that contracts with Broker for freight brokerage services. In this Part, Broker and Shipper may collectively be referred to as Parties. In this Part, the term "Agreement" refers to the terms included in only in this Part. A copy of this tariff is available to the Shipper upon request and is available on Universal's website.

The rights and liabilities of the Parties associated with freight brokerage services are to be determined exclusively pursuant to the terms and conditions of this Part of the Terms and Conditions.

By placing freight with Broker for transportation, Shipper agrees to abide by and be bound by the terms set forth in this Part, and represent and warrant that Shipper has fully read the terms and conditions contained herein.

This Agreement is intended for the sole benefit of Broker and Shipper, nothing contained in this Agreement is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto, or their permitted successors or assigns, any legal or equitable right, remedy or claim under this Agreement. Broker shall have no liability to any person or entity that is not a signatory to this Agreement. Shipper warrants it has authority to enter into this Agreement and agrees to be bound by the terms of this Agreement. The Shipper is responsible for ensuring that all such parties including the beneficial owner of the freight and shipper or consignee are given notice of this Agreement.

Broker is engaged in the business for compensation of arranging and/or offering to arrange for the transportation of property**,** by motor carriers and desires to provide its services to Shipper. Shipper desires to retain Broker on a non-exclusive basis to satisfy a portion of its transportation needs as detailed in this Agreement.

1. AUTHORITY

Broker represents and warrants that it is duly authorized to perform all services detailed in this Agreement under a license or permit issued by the Federal Motor Carrier Safety Administration or its predecessor (hereinafter "FMCSA").

2. TENDER OF GOODS

a. Shipper may from time-to-time offer shipments for transportation to Broker during the Term ("Tender"). Such Tender shall not be deemed or construed, under any circumstances to establish a minimum or maximum guarantee of shipments to be tendered to Broker, or to establish a practice or course of conduct of any kind. Broker shall not be obligated to accept any such Tender if, in its reasonable discretion, it will be unable to fulfill its obligations hereunder.

b. Broker shall place shipments only with properly authorized and licensed motor carriers, and shall make all arrangements to transport and deliver each shipment promptly, efficiently, and with reasonable dispatch, as directed by Shipper or its designated agent. If Broker is also a duly licensed and authorized motor carrier, Broker shall nonetheless continue to be treated as a broker for all purposes unless Broker utilizes its own vehicles and drivers to transport any shipment hereunder, then for purposes of that shipment, Broker shall be considered a motor carrier and that service will be subject to the terms set forth in Part 1 of these Terms and Conditions.

c. It is understood that this is a non-exclusive Agreement, and that Broker shall be free to accept freight for transportation from entities other than Shipper, and that Shipper shall be free to tender freight to carriers and brokers other than Broker.

3. RIGHTS AND REMEDIES

a. Each shipment Tendered to Broker on or after the date of this Agreement shall be subject solely to the terms and conditions of this Agreement and non-conflicting provisions of law applicable to property brokerage and motor carriage hereunder. To the extent permitted for contracts between shippers and brokers, all rights and remedies found in Part B, 49 U.S.C. Subtitle IV and/or Title 49 of the Code of Federal Regulations, that conflict with the terms and conditions of this Agreement are hereby knowingly

waived by Shipper and by Broker, both for itself and on behalf of Broker's Carriers (as defined below), pursuant to 49 U.S.C. § 14101(b), and the presence of specific waivers elsewhere herein shall not act to waive or limit the scope of this general waiver.

b. Shipper expressly agrees that Broker has the right to tender Shipper's freight to any carrier lawfully authorized to transport the freight ("Broker's Carriers") on any terms whatsoever, so long as the agreed terms do not cause Broker to breach its obligations to Shipper under the terms of this Agreement

4. RECEIPTS AND BILLS OF LADING

a. Broker shall use reasonable efforts to cause Broker's Carriers to issue and sign a receipt for each shipment Tendered to it in a form agreed to by Broker and Shipper. Upon notice, Broker will provide Shipper with original or certified copies of such receipts at no cost to Shipper.

b. If Broker, Broker's Carriers, Shipper, or any other person or entity elects to utilize bills of lading or other forms of shipping documents, freight receipts, or contracts ("Documents") for any shipment hereunder, then any terms and conditions of such Documents shall be null and void to the extent that they conflict with the terms of this Agreement, and the Documents shall act solely as a proof of receipt and/or delivery, as applicable.

5. RATES, CHARGES, RULES AND REGULATIONS

a. General. As full compensation for the services provided by Broker and/or Broker's Carriers hereunder, Shipper shall pay Broker solely in accordance with the rates and charges agreed upon by the Parties prior to the Shipment. Shipper, for itself and on behalf of all persons and entities shipping freight through shipper, hereby waives the applicability of any other rates, rules, practices, and classifications to the extent inconsistent with this rate agreement.

b. Special Rates. In the event that Shipper requests Broker to accept shipments from Shipper, its agents or contractors at rates which are not covered by an existing agreement, Shipper agrees to pay Broker mutually agreed upon, reasonable rates and charges for the subject transportation in accordance with all other terms and provisions of this Agreement. In determining the "reasonable rates and charges" for such transportation, the Parties shall consider the then-prevailing level of rates and charges being quoted and assessed for like transportation services by Broker.

6. FRIGHT PAYMENTS

a. Notwithstanding the Shipper's primary payment responsibility, if Shipper does not pay the charges within Broker's payment terms, for any reason, including insolvency, the charges may be sought from any other lawful party.

b. Payment Terms. Broker will use reasonable efforts to invoice Shipper for all payments due hereunder within 180 days of a shipment's delivery. Shipper shall make payment to Broker for Broker's and Broker's Carriers' services hereunder within thirty (30) days of its receipt of Broker's invoice.

c. When the payer of the freight charges fails to make payment in 30 days, the following can be assessed on each unpaid freight bill, in addition to all other lawful freight and accessorial charges as provided in these Rules and Regulations.

(1) Interest of 25% per annum (compounded annually) on the unpaid balance, minimum charge $100.00, or the maximum amount allowed by applicable law, whichever is less, plus the reimbursement for all collection and legal costs, including reasonable attorney fees.

(2) And a late fee of 25% of the principal amount due.

d. Errors and Omissions. Shipper shall notify Broker in writing within ten (10) days of discovery, and in any event within thirty (30) days of receipt of any Broker invoice, of any known invoicing errors or omissions on Broker's part, including overpayment. Shipper shall communicate such potential errors or omissions by contacting the following source:

Customers@goutsi.com

Failure by Shipper to provide such notification shall be deemed to be Shipper's waiver of its rights to dispute any monies due and owing relating to or caused by Broker or Broker's Carrier's error(s) or omission(s).

e. Payment of Broker's invoices by Shipper shall not waive any right of Broker to contest any payment, for any reason, equitable principle, or rule of law, provided however that Broker shall make diligent efforts to discover such disputes in a timely manner and notify Shipper of any such dispute within thirty (30) days of discovery by Broker.

f. On any charges where approval has been requested in writing for lawfully valid charges and the Shipper has failed to respond, after three attempts without response, the charges will be considered approved and the Broker will invoice and collect payment on said charges in the same manner as if they charges had been approved in writing.

g. The provisions of this Section 6 shall survive the cancellation, termination or expiration of this Agreement.

7. LIEN

Broker shall have a lien on any shipment, or portion thereof, transported under this Agreement, until receipt of full freight payment.

8. FREIGHT LOSS AND DAMAGE

a. Broker shall have no liability, to any party, for the loss, damage, or delay in delivery, or any part thereof, unless Broker was the sole proximate cause of such loss, damage, or delay. In cases where Broker is found to be the sole proximate cause of the loss, damage, or delay, the maximum liability of Broker for any loss, delay, or damage will not under any circumstances exceed $100,000 per shipment. Similarly, the liability of Broker's Carriers for any loss, delay, or damage to a shipment will not under any circumstances exceed $100,000 per shipment. Shipper expressly acknowledges that Broker and Shipper have agreed to transport Shipper's cargo at a reduced rate and reduced liability structure in lieu of higher rates associated with full actual loss under 49 U.S.C. section 14706, and that Shipper has knowingly and voluntarily agreed to ship the product under the liability limitations set out in this Section. Shipper acknowledges that full "actual loss" coverage commensurate with 49 U.S.C. section 14706 at a higher level of freight rate is available from Broker and Broker's Carriers upon request and upon execution of a special written agreement.

A special written agreement under this provision must be executed by a duly authorized signatory of both parties at least twelve (12) hours prior to scheduled pick-up. A driver is not an authorized representative of Broker or Broker's Carrier and the bill of lading is not a "special written agreement". IN NO EVENT SHALL BROKER OR ANY OF BROKER'S CARRIERS BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE AT THE TIME OF THE SHIPMENT.

b. Shipper shall submit a written claim to Broker and Broker's Carrier for loss, damage or non-delivery of any shipment within nine (9) months after delivery of such shipment, or if non-delivery of any shipment tendered to Broker for delivery to Shipper occurs, Shipper shall submit a claim within nine (9) months after reasonable time for such delivery has elapsed. Shipper's failure to identify the exact value of a claim shall be a valid reason for declination by Broker's Carrier.

c. Any action at law to recover for loss, damage or non-delivery shall be instituted against Broker and/or Broker's Carriers not later than two (2) years after written declination of claim has been delivered to Shipper.

d. While Broker may make reasonable efforts to assist Shipper with the claims process, Broker shall be under no obligation to take any action whatsoever on freight loss and damages claims where Broker is not the sole proximate cause. Shipper shall be solely responsible for submitting loss and damage claims to Broker's Carriers, although Broker maintains the right to do so at its sole discretion. In the event Shipper fails to submit a loss or damage claim to Broker's Carriers, its actions shall be construed to waive its rights with respect to Broker and any claim pertaining to Broker's liability hereunder.

e. Shipper shall not agree with any other person or entity to any limitation on liability for loss, damage or non-delivery, inconsistent with the terms of this Agreement, without the express prior written consent Broker, and any such limitation not expressly agreed to by Broker, including, without limit, if found in any document or Purchasing Contract, shall be null and void. To the extent Shipper inadvertently or otherwise ships products which are later deemed subject to a limitation on liability,

Shipper shall be solely responsible for the difference between the agreed limitation herein and any such limitation amount.

f. Shipper and Broker, on behalf of themselves and Broker's Carriers and all those tendering freight through Shipper, hereby waive any rules and regulations found in 49 U.S.C. 14706 or Title 49 of the United States Code, and, more specifically, 49 C.F.R. Part 370, to the extent that such rules and regulations conflict with this Agreement.

g. The provisions of this Section 8 shall survive the cancellation, termination, or expiration of this Agreement.

9. RECOVERY OF CHARGES AND OVERCHARGES

a. Any claims by Shipper its designated consignee, or any party acting on behalf of the Shipper to recover overcharges shall be filed with Broker not more than one hundred eighty (180) days after Shipper's receipt of Broker's original invoice with respect to which such charge(s) are claimed due. Expiration of such one hundred eighty (180) day period shall be a complete and absolute defense against any such claim, absent any extenuating or mitigating circumstances of any nature.

b. Any civil action by Shipper, its designated consignee, or any party acting on behalf of the Shipper to recover overcharges hereunder shall be commenced not more than one (1) year after receipt of the shipment by Shipper, or its designated consignee, with respect to which such charge is claimed due. Expiration of such one (1)-year period shall be a complete and absolute defense against any such claim.

c. Shipper knowingly and expressly waives the filing periods found in 49 U.S.C. § 14705, where inconsistent with this agreement.

d. The provisions of this Section 9 shall survive the cancellation, termination or expiration of this Agreement.

10. INDEMNIFICAION

Shipper agrees to indemnify, defend and hold Broker and Broker's Carriers harmless from and against any and all loss, actions, damages, expenses (including reasonable attorneys' fees and court costs), judgments, fines, rulings and claims of any type or kind brought by any person or entity for injury or death of persons and/or damage to property, to the extent proximately arising out of or in connection with (i) the actions to be performed or provided by the Shipper under this Agreement, (ii) Shipper's breach or default of any terms of this Agreement hereunder, (iii) Shipper's misrepresentation of any fact or claim within this Agreement or upon which Broker or Broker's Carrier has otherwise relied, and/or (iv) Shipper's failure to comply with any applicable Federal, State or local laws or regulations. The provisions of this Section 10 shall survive the termination, cancellation or expiration of this Agreement.

11. REFUSAL OF FREIGHT/DELAY IN DELIVERY

a. Broker will use reasonable efforts to promptly notify Shipper by telephone facsimile, or other electronic medium of any (i) accidents, spills, theft, hijacking, delays, damages or shortages which may occur during the time any shipment is in Broker or Broker's Carrier's care, possession, custody and/or control and (ii) refused or "on-hand" shipment, or parts thereof, and request additional instructions from Shipper regarding delivery or storage of such shipment. Broker will endeavor to promptly advise Shipper in the event of delay in the carriage of any shipment, and provide Shipper a reasonable estimate of the delay in delivery anticipated.

b. If any shipment is refused by the consignee thereof, or if Broker or Broker's Carrier is unable to deliver any shipment for any reason, the liability of Broker's Carrier as a warehousemen shall begin once it has placed the shipment in a public warehouse or other storage facility.

12. ASSIGNMENT, WAIVER, SEVERABILITY AND SURVIVAL

Neither this Agreement nor any right hereunder may be assigned by Shipper without the Broker's prior written consent. Broker reserves the right to assign this Agreement to its present and future subsidiaries, affiliates and parent companies. The waiver of any breach of, or default under, or the failure to enforce any provision of this Agreement shall not be deemed as a waiver of any subsequent breach or default.

No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving party. If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect. The expiration or termination of this Agreement shall not affect the Section and the rights and obligations set forth herein, which either (a) state or evidence the intent of the Parties that the provisions survive expiration or termination, or (b) must survive to give effect to the provisions thereof.

13. FORCE MAJEURE

Neither Broker nor Broker's Carrier shall be liable in any manner or respect to any party for failure to perform any of the services set forth in the Agreement that are as a result of any cause not within its/their control, including without limitation, acts of God, wars, revolutions, civil disturbances or other disorders, strikes, ordinances, laws or governmental action (each, a "Force Majeure Event"). If a Force Majeure Event lasts for a period of more than thirty (30) days, then either Party may terminate this Agreement without any further obligation except for the payment of any valid charges due to Broker or Broker's Carriers for services provided prior to the date of termination.

14. ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the complete and exclusive agreement between the parties in regard to the subject matter herein, and supersedes any and all prior and/or contemporaneous agreements, contracts, correspondence, communications or term sheets, whether oral or in writing. This Agreement may not be modified or amended unless such modifications or amendments are made in writing and signed by Shipper and Broker. All modifications or amendments shall be numbered consecutively, beginning with the number one ("1").

15. NO SOLICITATION/NO HIRE

Shipper agrees not to solicit for hire or hire any of Broker's employees or agents whose identity is known to Shipper during the Term hereof and for a period of twelve (12) months from the expiration or termination of this Agreement unless otherwise agreed to in writing by Broker.

16. HEADINGS

The headings for the various Sections herein are for reference only and are not part of the Agreement.

17. DISPUTE RESOLUTION

Prior to the commencement of litigation, the parties will attempt in good faith to resolve any controversy promptly by negotiations between executives of the parties (if appropriate, with their respective counsel).

18. APPLICABLE LAW AND WAIVER OF JURY TRIAL

IRRESPECTIVE OF ANY CONFLICTS OF LAW PRINCIPLES, THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN EXECUTED IN, AND SHALL BE CONSTRUED SOLELY UNDER APPLICABLE FEDERAL LAW AND THE LAWS OF THE STATE OF MICHIGAN. THE PARTIES AGREE THAT ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE ADJUDICATED EXCLUSIVELY IN THE MICHIGAN STATE OR FEDERAL COURTS, AND CONSENT TO THE JURISDICTION OF SUCH COURTS, ACKNOWLEDGE THAT VENUE IS PROPER THEREIN, AND WAIVE ALL OBJECTIONS THERETO. IN ADDITION, THE SHIPPER KNOWINGLY AGREES TO WAIVE ITS RIGHTS TO A TRIAL BY JURY IN REGARD TO ANY CLAIM OR ACTION RELATING TO THIS AGREEMENT, ITS ENFORCEMENT, OR A PARTY'S RIGHTS AND OBLIGATIONS HEREUNDER.

PART 5

Addendums

ADDENDUM A

TRANSPORTATION ACCESSORIALS

Universal Logistics Holdings Accessorials	
Transportation	
ADDT'L COPIES OF PROOF OF DELIVERY	One proof of delivery will be provided with the invoice at no extra charge. All others will be provided at a charge of $15 USD
BORDER CROSSING FEE	$ 250.00 Per Shipment applies at Laredo, TX. $125.00 Per Shipment applies to any shipment that requires crossing out of the United States to any Canadian Border.
C.O.D. SHIPMENTS	$ 300.00 per transaction.
CAPACITY SURGE	An additional capacity charge will apply when a) Shipper exceeds its average daily volume (ADV/AWV), plus 10% and b) Universal Logistics is over sold in the area of load origin and has no additional capacity available
CORRECTED BILL OF LADING	If driver is required to count or verify contents of load while loading or unloading, a charge of $100.00 shall apply per load.
DEADHEAD	A charge of $1.65 per mile USD will be assessed when empty equipment is requested.
DETENTION W/ POWER	Charge: $20.00 every 15 minutes after expiration of free time or fraction thereof. Layover charges will apply on time after 7 hours. 0-200 length of haul = a max of 1 calendar day; 0-200 length of haul = a max of 1 calendar day; 200-450 length of haul = a max of 2 calendar days; 451-900 length of haul = a max of 3 calendar days; 901-1350 length of haul = a max of 4 calendar days; 1351-1800 length of haul = a max of 5 calendar days; 1801-2250 length of haul = a max of 6 calendar days; 2251-over length of haul = a max of 7 calendar days. Free Time: 1 hour.
DETENTION W/O POWER	Charge: $50.00 per day for day 1-3; $75.00 per day for day 4-10 and $100.00 per day for day 11 +. Trailer Tracking technology will be used to determine detention days. The party responsible for the Linehaul Charges will also be the responsible party for accessorial charges. Refrigerated Trailer Charge: $150.00 per day.
DRIVER ASSIST LOAD/UNLOAD	$75.00 per hour subject to 2 hour minimum.
DRIVER COUNT	If driver is required to count or verify contents of load while loading or unloading, a charge of $100.00 shall apply per load.
DROP TRAILER	$250.00 per trailer. Excess Miles accessorial may apply.
DUNNAGE DISPOSAL	$ 150.00 per occurrence. Excess Miles accessorial may apply.
ESCORT SERVICE	Charge: $1.40 per mile plus $75 per day per diem if needed due to over dimension.

EXCESS MILES	$1.65 per mile plus applicable fuel surcharge for each mile in excess of point to point route.
EXTRA LABOR/LUMPER SERVICE	Charged for costs incurred in obtaining extra labor plus $25.00 handling charge
FERRY CHARGES	Any Ferry Crossing charges incurred while servicing a specific movement will be added as an accessorial item at 120% of actual cost.
FLORIDA KEYS SURCHARGE	Additional $400 for any destination or stop(s) (for partial loading or unloading) in these zip codes.
FREEZE/HEAT PROTECTION CHARGE	$500 per Shipment
HAZARDOUS	Shipments of hazardous materials will be subject to an additional charge of 40 cents/mile and minimum charge of $250.00/shipment/vehicle used
HIGH VALUE STORAGE	$ 750.00 per shipment per day or fraction thereof. (loads that exceed $250,000 in value)
IN BOND CHARGES	Shipments moving under United States customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purposed of this provision and subject to a $150.00 per shipment charge.
LAYOVER	$ 750.00 for Single. $ 950.00 for Team. Subsequent 24 hour periods will be subject to Power Detention up to the maximum charge without additional free time. When in an Emergency Zone: $900.00 for single, $1,200.00 for team.
LIMITED ACCESS PICKUP/DELIVERY	A charge of $250 per occurrence. This includes military bases, prisons, job sites, ports and government buildings.
LIFT GATE SERVICE	A charge of $200 will apply for any loads requiring a lift gate
LOAD STRAPS/LOCKS	$75 per load bar/lock when more than 2 load locks requested or required by Shipper
LOAD/UNLOAD CHARGES	$200.00 per trailer for each occurrence. Partial Loading and/or Partial Unloading by Universal: $100.00 per trailer for each occurrence.
MEXICO BORDER DETENTION	No charge for the first 72 hours while crossing at the border, each 24 hour period or portion thereof will be subject to a charge of $100.00
MEXICO DELIVERY DETENTION	No charge for the first 72 hours from time of arrival/drop at destination, each 24 hour period or portion thereof will be subject to a charge of $100.00
MINIMUM CHARGE	$750 per trailer used except as otherwise specifically stated in the applicable rate schedule
NEW YORK CITY SURCHARGE	An additional charge of $600 will apply when destined to zip codes 100-108 and 110-119, which are located in the boroughs of New York City, NY and points on Long Island, NY

NON PERMITTED USE OF EQUIPMENT	Utilization of equipment, which does not strictly comply with the intended use between Universal and its customer, will result in a $400 USD per trailer or container, per day, for each occurrence.
OUT OF ROUTE MILES	$ 1.65 per mile plus applicable fuel surcharge for each mile in excess of point to point route.
PALLET CHARGES	100% pass through to customer, plus 10% administrative charge.
RECONSIGNMENT OR DIVERSION	Special charge of $450 per shipment will apply to pick up or delivery from or to points and places where services is authorized by CARRIER'S certificates, but not directly accessible by truck service because of weight, size, hazardous material restriction or geographical location. If a reconsignment occurs prior to tender of delivery the charge will be $25.00 + 125% of the original quoted rate to the reconsignment point, Min charge $125.00; If a reconsignment occurs prior to tender of delivery the charge will be $250.00 + 125% of the original quoted rate to the reconsignment point, Minimum charge $250.00
REDELIVERY	If one or more additional tenders or final delivery of the shipment are made a charge of $300.00/vehicle will be made for each such tender and for the final delivery
RENOTIFICATION CHARGE	When the CARRIER has fully complied with the shipping and delivery instructions and through the fault of the consignee, CARRIER is unable to tender delivery as scheduled there will be a renotification charge of $50.00
REPOSITIONING EQUIPMENT	Excess Miles mileage charge with a minimum charge of $400.00 per occurrence
RETURNED/UNDELIVERED SHIPMENTS	Excess Miles mileage charge with a minimum charge of $600.00 per occurrence
STOPS IN TRANSIT	Each stop off is limited to one placement of the truck. Each stop for each partial loading or partial unloading, but not both on the same shipment will be subject to a stop-off charge of $85.00/stop. A vehicle transfer charge of $55.00 will be assessed for each transfer of a vehicle from one loading or unloading site to another. If the total distance from initial origin to final destination via the stop-off point or points exceeds 105% of the shortest route mileage then that excess distance will be charges $2.00/mile.
TARP SERVICE	For regular Flat-bed - $100.00 per tarping; Over-dimensional - $200.00 per tarping
TEAM SERVICE	Extra driver will be furnished at the rate $0.75/mile in addition to all other published charges.
TOLLS ROADS AND BRIDGES	Increases in toll costs (occurring after date of base rate) will be pass through.

TRAILER POOL CHARGE	$ 50.00 per trailer per day for each trailer in excess of the negotiated pool. Repositioning of Equipment may apply.
TRAILER WASH OUT	Cost pass through at 100% with actual washout service receipt.
Vehicle Furnished But Not Used - Solo Drivers	A charge of $250.00/vehicle will be assessed.
Vehicle Furnished But Not Used - Team Drivers	$ 350.00 per occurrence. Excess Miles accessorial may apply.
WEEKEND/HOLIDAY PICK UP/DELIVERY	$200.00 on Saturdays; $300.00 on Sundays and Holidays
WEIGHING AND WEIGHTS	IF OVERWEIGHT freight charges will be assessed in accordance with the weight of the article and the percentage of the applicable rate as follows: up to 75,000 lbs. - 150%; 75,001 to 125,000 lbs. - 200%; 125,001 lbs. and over - 225%. WEIGHT VERIFICATON is a charge of $50.00/shipment or/vehicle
YARD STORAGE	25.00 per shipment per day loaded trailer storage. Trailer detention and positioning may apply.

Universal » PEOPLE DRIVEN SOLUTIONS

ADDENDUM B

INTERMODAL ACCESSORIALS

Universal Logistics Holdings		
INTERMODAL		
GENERAL TERMS	Charge	Notes
ADMINISTRATION FEE	20%	APPLIES TO CHARGES WHERE VENDORS ARE PAID BY UNIVERSAL
BLOCKED BRACED	$250	PER OCCURRENCE
BOBTAIL	$300 + FSC +$3.00/Mile	PER OCCURRENCE WHEN CARRIER BOBTAILS INTO OR OUT OF CUSTOMER FACILITY
BOLT SEAL	$15	PER OCCURRENCE
BONDCHG	$150	PER OCCURRENCE FOR SHIPMENTS MOVING UNDER UNITED STATES CUSTOMS BOND FOR US CUSTOMS CLEARANCE
BRIDGE TOLL	COST + 20% ADMIN FEE	PER OCCURRENCE
CHAINS AND BINDER	$250	PER OCCURRENCE
CHASSIS INSPECTION FEE	$20	PER OCCURRENCE
CHASSIS RENTAL/USAGE	DAYS 1-3: $50 DAYS 4-9: $75 DAYS 10+: $100	PER DAY UNLESS MOVE IS A DOOR MOVE, 3 DAY MINIMUM
CHASSIS SPLIT	$200	PER OCCURRENCE - WHEN THE CHASSIS AND THE CONTAINER ARE PICKED UP/DELIVERED AT DIFFERENT LOCATIONS
CONTAINER CLEAN-UP	$150	PER OCCURRENCE
CONGESTION FEE	$500	PER SHIPMENT WHERE CONGESTED PORTS/RAILS ARE PRESENT IN THE MARKETPLACE
CONTAINER REPAIRS	COST + 20% ADMIN FEE	PER OCCURRENCE
CONTAINER SWEEP OUT	$150	PER OCCURRENCE
CONTAINER WASHOUT	$250	PLUS EXTRA STOP - ONLY WHERE AVAILABLE
CUSTOMS EXAM	$300	PLUS FUEL; 1 HR FREE; $100/HR AFTER; PER DIEM GUARANTEE REQUIRED
DEMURRAGE CHARGE	COST + 20% ADMIN FEE, MINIMUM $25	PER OCCURRENCE WHEN CONTAINER IS NOT PULLED FROM THE PORT OR RAIL PRIOR TO THE LAST FREE DAY

DETENTION	$25	EVERY 15 MINUTES AFTER 1 FREE HR, MINIMUM CHARGE $25, IF OCCURRING AT CONSIGNEE FOR DROP-SWITCH FACILITIES, 1 HALF HOUR FREE
DOUBLE DROP	$50	PER OCCURRENCE WHEN DRIVER HAS TO HOOK UP ANOTHER CONTAINER TO REMOVE FROM A DOCK DOOR IN ORDER TO DROP A CONTAINER
DRIVER ASSIST/LOAD/UNLOAD	$100	PER HOUR - WHERE APPLICABLE
DRIVER COUNT	$100	PER OCCURRENCE
DROP	BASE RATE X2	PER DIEM GUARANTEE REQUIRED
DRY RUN	BASE RATE, MINIMUM $100	PER OCCURRENCE WHEN CARRIER PERFORMS DRAYAGE SERVICES ON A LOAD THAT WAS EITHER CANCELLED OR RESCHEDULED, SUBJECT TO APPLICABLE FUEL SURCHARGE
EQUIPMENT RENTAL	COST + 20% ADMIN FEE	PER SHIPMENT WHEN CARRIER RENTS ANY EQUIPMENT TO PERFORM A MOVE OR SERVICE
ESCORT SERVICE	COST OF SERVICE + 20% ADMIN FEE	PER OCCURRENCE
EXPEDITED SERVICE	$500	PER OCCURRENCE, AS REQUESTED BY PURCHASER OF CARRIER'S SERVICES
EXTRA STOP	$200	ANY STOP BETWEEN ORIGIN AND DESTINATION. ALSO APPLIES TO EMPTY RETURNS TO MARINE TERMINAL SUBJECT TO FSC
FLIP CHARGE	COST OF FLIP + 20% ADMIN FEE	PER OCCURRENCE
FUEL STOP	$200	PLUS THE COST OF FUEL PLUS 20%
FUEL SURCHARGE	SEE ADDENDUM D	
GATE FEES	$50	OAKLAND LOCATION
HARBOR WAIT TIME	$85 PER HOUR, 1ST HOUR FREE	APPLIES PER TERMINAL VISIT FOR CONGESTION OR ANY OTHER DELAYS OUTSIDE OF CARRIER CONTROL
HAZMAT	$250	PER SHIPMENT, PER VEHICLE USED
INSURANCE SURCHARGE	$150 FOR EVERY $100,000 IN VALUE UP TO A MAXIMUM OF	PER SHIPMENT

	$900,000 IN ADDITIONAL COVERAGE, MINIMUM CHARGE OF $150	
LAYOVER	$500	APPLIES FOR LANES WITH ONE WAY MILES OF 250-275 BUT MAY APPLY TO SHORTER LANES IF DRIVER RUNS OUT OF LEGAL DRIVING HOURS FOR THE DAY OF THE LOAD.
LIQUOR PERMITS	COST OF PERMIT + 20% ADMIN FEE	WHERE APPLICABLE
LOAD LOCKS	$75.00	PER LOAD LOCK
LUMPERS	COST + 20% ADMIN FEE	PER OCCURRENCE
OVERWEIGHT PERMIT	COST OF PERMIT + 20% ADMIN FEE	PER STATE - WHERE APPLICABLE
OVERWEIGHT OR OVER DIMENSION	$150	PER STATE – WHERE APPLICABLE
PEAK SEASON CHARGE	$150 PER DELIVERY	APPLIED DURING PERIODS OF PEAK DEMAND
PER DIEM	DAYS 1-4 - $200 DAYS 5-8 - $300 DAYS 9 AND THEREAFTER - $400	PER DAY AFTER THE EXPIRATION OF 3 FREE DAYS CHARGED IN FULL DAY INCREMENTS TO INCLUDE THE FIRST AND LAST DAY OF USAGE, 1 DAY MINIMUM
PIER PASS/CLEAN TRUCK FUND	COST + 20% ADMIN FEE, MINIMUM $25	APPLIES WHEN PIERPASS OR CTF CHARGES ARE PAID ON THE SHIPPER'S BEHALF
SPECIALIZED PER DIEM	DAYS 1-3 - $400 DAYS 4-7 - $500 DAYS 8 AND THEREAFTER - $600	PER DAY AFTER THE EXPIRATION OF 3 FREE DAYS CHARGED IN FULL DAY INCREMENTS TO INCLUDE THE FIRST AND LAST DAY OF USAGE, 1 DAY MINIMUM. SPECIALIZED PER DIEM INCLUDES, BUT IS NOT LIMITED TO, REEFERS, OPEN TOPS, AND FLAT RACKS.
PERMITS	COST + 20% ADMIN FEE	PER OCCURRENCE
PIER TERM/TERM MOVE	$250	PER SHIPMENT WHERE A CONTAINER IS NOT ABLE TO RETURN TO PORT/RAIL/CY IMMEDIATELY AFTER THE COMPLETION OF A MOVE, A PIER TERMINATION FEE WILL BE

		CHARGED TO RETURN CONTAINER AT A LATER DATE
PLACARD	$175	REMOVAL/INSTALLATION PER OCCURRENCE
PORT SURCHARGE	$500	ONLY WHERE APPLICABLE AND DEPENDENT ON LOCATION
PREPULL	$250	PER OCCURRENCE WHEN CARRIER PULLS CONTAINER OUT OF THE RAIL OR PORT TO HELP THE PURCHASER OF CARRIER'S SERVICES AVOID DEMURRAGE/STORAGE CHARGES, LOADED OR EMPTY, SUBJECT TO APPLICABLE FUEL SURCHARGE
PRE-STAGE	$150	PER OCCURRENCE WHEN PRESTAGING EQUIPMENT FOR DRAYAGE SERVICE PERFORMED AT A LATER DATE
RAIL STORAGE	COST + 20% ADMIN FEE	PER OCCURRENCE
RAIL SURCHARGE	$500	PER SHIPMENT WHERE CONGESTED RAILS ARE PRESENT IN THE MARKETPLACE
RECONSIGNED	$300 + FSC + $3.00/Mile	SEE ITEM 1700
REEFER SURCHARGE	$200	WHERE APPLICABLE
REEFER FUEL	COST + 20% ADMIN FEE	PER SHIPMENT
REEFER REFUEL	$250 + FSC	APPLIES WHEN A GENSET MUST BE REFILLED WITH FUEL TO KEEP IT RUNNING
RE-LOAD	$300 < 100 MILES $600 > 100 MILES	PER SHIPMENT WHERE FREIGHT IS LOADED ONTO CONTAINER AT SAME LOCATION OF DELIVERY
RESIDENTIAL	$150	WHERE APPLICABLE
ROAD SERVICE	COST + 20% ADMIN FEE	PER OCCURRENCE
RETURN TO SHIPPER/CONSIGNEE	ADDITIONAL ROUND TRIP RATE + FSC	IN ADDITION TO BASE RATE PLUS APPLICABLE ACCESSORIALS
SCALE STOP	$200	PER STOP
SCALE TICKET	COST + 20% ADMIN FEE	PER OCCURRENCE
SNOW CHAINS	$250	PER SHIPMENT WHERE DRIVER IS REQUIRED TO APPLY SNOW CHAINS AS REQUIRED BY STATE GOVERNMENTAL LAWS BASED ON WEATHER CONDITIONS
STORAGE	DAYS 1-4: $50 DAYS 5-9: $75 DAYS 10+: $100	PER CALENDAR DAY, 1 DAY MINIMUM

SUPER CHASSIS	$250	PER DAY - MULTIDAY RUNS ARE $325 - ONLY IN SEATTLE
TANKER ENDORSEMENT	$200	WHERE APPLICABLE
TARPING CHARGE	$250	PER SHIPMENT
TIRE REPAIR	COST + 20% ADMIN FEE	PER OCCURRENCE
TOLLS	COST OF TOLL + 20% ADMIN FEE	PER OCCCURRENCE
TOW CHARGES	COST + 20% ADMIN FEE	PER OCCURRENCE
TRADE SHOW FEE	$150	PER SHIPMENT
TRANSLOAD	$500	ONLY WHERE APPLICABLE
TRIAXLE	$175	PER CALENDAR DAY, – APPLIES WHEN CARGO IN A 20' CONTAINER EXCEEDS 34,000 LBS. LIVE LOAD/UNLOAD BASIS ONLY. MAY REQUIRE LIFT AT THE RAIL AND OTHER ACCESSORIALS AS APPLICABLE
TRIAXLE CHASSIS PER DIEM	DAYS 1-2: $150 DAYS 3-5: $200 Days 6+: $250	PER CALENDAR DAY WHEN EQUIPMENT IS DROPPED OR SPOTTED
TRIAXLE SPLIT	$150	PER OCCURRENCE - WHEN THE TRIAXLE AND THE CONTAINER ARE PICKED UP/DELIVERED AT DIFFERENT LOCATIONS
ULTRALIGHT CHASSIS	$250	ONLY WHERE APPLICABLE
UNLOADING FEE	$100/HOUR	ONLY WHERE APPLICABLE
USDA STOP OFF	$200	PER STOP
WASH/STEAM CLEAN	$250	ONLY WHERE APPLICABLE
WEEKEND/EVENING PEAK SURCHARGE	$40	APPLICABLE TO CONTAINERS PICKED UP MON-THUR FROM 6 PM UNTIL 5 AM LOCAL TIME OR SAT ALL DAY
YARD MOVEMENT	$75	PER OCCURRENCE, FEE APPLIED FOR YARD SHUTTLING CONTAINERS/TRAILERS AT CUSTOMER'S FACILITY

Universal » PEOPLE DRIVEN SOLUTIONS

ADDENDUM C
TRANSPORTATION FUEL SCHEDULE

In consideration of the provisions contained in this agreement, the parties hereto establish the following fuel surcharge to apply in addition to normal rates for transportation services as addressed in either existing tariff or contract form. This new scale is effective August 14, 2017.

On all loads shipped on or after August 14, 2017, total linehaul charges as shown on the freight bill will be increased according to the schedule outlined below, with said surcharge amount shown as a separate line item on the freight invoice. The fuel price per gallon will be determined by the national average by the Department of Energy Diesel Fuel Hotline at (202) 586-6966 or https://www.eia.gov/petroleum/gasdiesel/ as reported weekly and related increases will be effective from Tuesday through the following Monday.

From	To	Surcharge Per Mile	From	To	Surcharge Per Mile	From	To	Surcharge Per Mile
$0.000	$1.109	$0.00	$2.710	$2.759	$0.33	$4.360	$4.409	$0.66
$1.110	$1.159	$0.01	$2.760	$2.809	$0.34	$4.410	$4.459	$0.67
$1.160	$1.209	$0.02	$2.810	$2.859	$0.35	$4.460	$4.509	$0.68
$1.210	$1.259	$0.03	$2.860	$2.909	$0.36	$4.510	$4.559	$0.69
$1.260	$1.309	$0.04	$2.910	$2.959	$0.37	$4.560	$4.609	$0.70
$1.310	$1.359	$0.05	$2.960	$3.009	$0.38	$4.610	$4.659	$0.71
$1.360	$1.409	$0.06	$3.010	$3.059	$0.39	$4.660	$4.709	$0.72
$1.410	$1.459	$0.07	$3.060	$3.109	$0.40	$4.710	$4.759	$0.73
$1.460	$1.509	$0.08	$3.110	$3.159	$0.41	$4.760	$4.809	$0.74
$1.510	$1.559	$0.09	$3.160	$3.209	$0.42	$4.810	$4.859	$0.75
$1.560	$1.609	$0.10	$3.210	$3.259	$0.43	$4.860	$4.909	$0.76
$1.610	$1.659	$0.11	$3.260	$3.309	$0.44	$4.910	$4.959	$0.77
$1.660	$1.709	$0.12	$3.310	$3.359	$0.45	$4.960	$5.009	$0.78
$1.710	$1.759	$0.13	$3.360	$3.409	$0.46	$5.010	$5.059	$0.79
$1.760	$1.809	$0.14	$3.410	$3.459	$0.47	$5.060	$5.109	$0.80
$1.810	$1.859	$0.15	$3.460	$3.509	$0.48	$5.110	$5.159	$0.81
$1.860	$1.909	$0.16	$3.510	$3.559	$0.49	$5.160	$5.209	$0.82
$1.910	$1.959	$0.17	$3.560	$3.609	$0.50	$5.210	$5.259	$0.83
$1.960	$2.009	$0.18	$3.610	$3.659	$0.51	$5.260	$5.309	$0.84
$2.010	$2.059	$0.19	$3.660	$3.709	$0.52	$5.310	$5.359	$0.85
$2.060	$2.109	$0.20	$3.710	$3.759	$0.53	$5.360	$5.409	$0.86
$2.110	$2.159	$0.21	$3.760	$3.809	$0.54	$5.410	$5.459	$0.87
$2.160	$2.209	$0.22	$3.810	$3.859	$0.55	$5.460	$5.509	$0.88
$2.210	$2.259	$0.23	$3.860	$3.909	$0.56	$5.510	$5.559	$0.89
$2.260	$2.309	$0.24	$3.910	$3.959	$0.57	$5.560	$5.609	$0.90
$2.310	$2.359	$0.25	$3.960	$4.009	$0.58	$5.610	$5.659	$0.91
$2.360	$2.409	$0.26	$4.010	$4.059	$0.59	$5.660	$5.709	$0.92
$2.410	$2.459	$0.27	$4.060	$4.109	$0.60	$5.710	$5.759	$0.93
$2.460	$2.509	$0.28	$4.110	$4.159	$0.61	$5.760	$5.809	$0.94
$2.510	$2.559	$0.29	$4.160	$4.209	$0.62	$5.810	$5.859	$0.95
$2.560	$2.609	$0.30	$4.210	$4.259	$0.63	$5.860	$5.909	$0.96
$2.610	$2.659	$0.31	$4.260	$4.309	$0.64	$5.910	$5.959	$0.97
$2.660	$2.709	$0.32	$4.310	$4.359	$0.65	$5.960	$6.009	$0.98

Note: When the fuel cost is $6.01 per gallon or higher, the adjustment of $0.01 for each $0.049 cents change in fuel cost per gallon will take effect. This surcharge will be adjusted up or down on a weekly basis and will be cancelled immediately upon imposition of a federal surcharge by the Department of Energy or by written notice of the Shipper to Carrier.

The increase applies to linehaul charges only and will not be assessed against accessorial charges unless the charge relates directly to the consumption of fuel.

*PC Miler Practical Mileage will be used to determine mileage unless otherwise noted, versions updated as they become available.

ADDENDUM D

INTERMODAL FUEL SCHEDULE

In consideration of the provisions contained in this Agreement, the parties hereto establish the following fuel surcharge to apply in addition to normal rates for transportation services as addressed in either existing tariff or contract form. This new scale is being adapted effective November 1, 2021.

On all loads shipped on or after November 1, 2021, total linehaul charges as shown on the freight bill will be increased according to the schedule outlined below, with said surcharge amount shown as a separate line item on the freight invoice. The fuel price per gallon will be determined by the Department of Energy Diesel Fuel Hotline (202-586-6966) as reported weekly and related increases will be effective from Tuesday through the following Monday. Percentages are not cumulative.

DOE PRICE/GALLON		% OF BASE RATE	DOE PRICE/GALLON		% OF BASE	DOE PRICE/GALLON		% OF BASE	DOE PRICE/GALLON		% OF BASE
1.69	1.759	10%	3.02	3.089	29%	4.35	4.419	48%	5.68	5.749	67%
1.76	1.829	11%	3.09	3.159	30%	4.42	4.489	49%	5.75	5.819	68%
1.83	1.899	12%	3.16	3.229	31%	4.49	4.559	50%	5.82	5.889	69%
1.90	1.969	13%	3.23	3.299	32%	4.56	4.629	51%	5.89	5.959	70%
1.97	2.039	14%	3.30	3.369	33%	4.63	4.699	52%	5.96	6.029	71%
2.04	2.109	15%	3.37	3.439	34%	4.70	4.769	53%	6.03	6.099	72%
2.11	2.179	16%	3.44	3.509	35%	4.77	4.839	54%	6.10	6.169	73%
2.18	2.249	17%	3.51	3.579	36%	4.84	4.909	55%	6.17	6.239	74%
2.25	2.319	18%	3.58	3.649	37%	4.91	4.979	56%	6.24	6.309	75%
2.32	2.389	19%	3.65	3.719	38%	4.98	5.049	57%	6.31	6.379	76%
2.39	2.459	20%	3.72	3.789	39%	5.05	5.119	58%	6.38	6.449	77%
2.46	2.529	21%	3.79	3.859	40%	5.12	5.189	59%	6.45	6.519	78%
2.53	2.599	22%	3.86	3.929	41%	5.19	5.259	60%	6.52	6.589	79%
2.60	2.669	23%	3.93	3.999	42%	5.26	5.329	61%	6.59	6.659	80%
2.67	2.739	24%	4.00	4.069	43%	5.33	5.399	62%	6.66	6.729	81%
2.74	2.809	25%	4.07	4.139	44%	5.40	5.469	63%	6.73	6.799	82%
2.81	2.879	26%	4.14	4.209	45%	5.47	5.539	64%	6.80	6.869	83%
2.88	2.949	27%	4.21	4.279	46%	5.54	5.609	65%	6.87	6.939	84%
2.95	3.019	28%	4.28	4.349	47%	5.61	5.679	66%	6.94	7.009	85%

Note: When the fuel cost is $7.10 per gallon or higher, the adjustment shall be 1% for each $0.069 cents change in fuel cost per gallon. This surcharge will be adjusted up or down on a weekly basis and will be cancelled immediately upon imposition of a federal surcharge by the Department of Energy or by written notice of the Shipper to Carrier.

The increase applies to linehaul charges only and will not be assessed against accessorial charges unless the charge relates directly to the consumption of fuel or as otherwise listed in Addendum B.

ADDENDUM E

US CUSTOMS BROKERAGE RATES AND SERVICE FEES

Customs Entry/Release	Highway Mode	Rail Mode
Per Paps Entry	120.00	

Ancillary Service	Description	Fee
Additional CI lines	fee to input, validate and audit invoice lines, first 5 lines are included	$5.50
Additional Invoices	fee for additional invoices beyond the first filed per entry	$6.30
Disbursement Fee	fee to cover cost to pay out charges such as duty, freight, exam fees, etc.	3%
Entry Cancellation	fee for the cancellation of an entry/PAPS	$30.00
PGA Filing	filing with another Partner Government Agency per line of CI filing	$8.00
Special Handling	extra phone calls, arranging services, transportation, examination	$5.00-$50.00
7512 Bonds	Transportation bonds T&E, IE, IT	$50.00
Single Entry Bond	$4.00 per $1,000.00 of value, with a minimum charge	$30.00
Importer Bond	Annual fee to file and secure bond, anniversary notice of renewal	$425.00
ADD/CVD entry	fee for filing an ADD/CVD entry	$30.00
C-TPAT	Security fee - cost of C-TPAT	$2.50

Terms of Agreement

This pricing is based on volume and complexity of work required. An executed Power of Attorney is required prior to service. Billing is transactional and sent electronically along with the 7501 to customers. Importer should carefully review all entries made on their behalf with USCBP. Notify CLI as soon as possible – not later than 30 days of any errors or omissions to allow time to submit corrections and update importer data.

ADDENDUM F

INTERNATIONAL ACCESSORIALS

Universal Logistics Holdings		
International		
Description	**Charges**	
Advancement of Charges	Contracted cost plus 20%.	
AES Reporting	$25.00	
Airline Terminal	$85.00 or Advancement of Charges, whichever is greater.	
Airport Transfer	$35.00 min or $0.15 per kg	
Airway Bill	$45.00	
Bill of Lading - Ocean	$95.00	
Bond Cancellation	$50.00	
Bond Execution	$50.00	
Bond - US Customs Single Entry Surety	$4.50 per $1,000.00 value, $45.00 minimum.	
Cargo Screening	See Advancement of Charges.	
Certificate of Origin	$25.00	
Collect On Delivery	$5.00 per $100.00, or fraction thereof, of collect on delivery amount, $35.00 minimum charge.	
Consular Document Preparation	$25.00	
Courier Service - International Docs	$75.00	
Customs Clearance	Informal = $95.00 Formal = $125.00 Temporary = See Advancement of Charges.	
Customs Duty Advancement	3% of duty amount.	
Dangerous Goods	See Advancement of Charges.	
Declared Value	$0.90 for each $100.00 of declared value, $17.60 minimum charge.	
Document Messenger Service in USA	$25.00	
Document Transfer	$75.00	
Export Licensing Handling	$50.00	
Free Domicile	Duty <$1,000.00 = $75.00 - Duty >$1,000.00 = $125.00	
Fuel Surcharge	Based on current market conditions and are subject to change without notice.	
Ground Expedite	See Pickup and Delivery - Special	
Import Security Fee	$5.00	
Legalization	See Advancement of Charges.	
Letter of Credit Processing	$300.00	
Oversized/Excess Weight	$0.75 per pound, $75.00 minimum.	
Pickup and Delivery	Attempted	All applicable charges apply according to the service performed.
	Cancelled	Prior to dispatch: $20.00
		After dispatch: All applicable charges apply according to the service performed.
	Convention Center	$.06 per pound, $25.00 minimum.
	College/University	$.06 per pound, $25.00 minimum.
	Hotel	$.06 per pound, $25.00 minimum.
	Inside	$.06 per pound, $25.00 minimum.
	Lift Gate	$95.00 flat
	Military base	$.06 per pound, $25.00 minimum.
	Redelivery	All applicable charges apply according to the service performed.

	Regular	$0.20 per pound, $35.00 minimum within 30 miles of terminal.
		$0.35 per pound, $75.00 minimum beyond 30 miles of terminal.
	Residential	$.06 per pound, $25.00 minimum.
	Secondary Areas	Regular: $0.20 per pound, $35.00 minimum outside 30 miles of terminal.
		Special: Special charges apply.
	Special	Van $1.55 per mile, $180.00 minimum. Subject to weight and size restrictions.
		Straight Truck $2.40 per mile, $300.00 minimum. Subject to weight and size restrictions.
		Tractor Trailer $3.00 per mile, $450.00 minimum. Subject to weight and size restrictions.
	Two Man	Special applies
Proof of Delivery	$20.00 per copy.	
Reconsignment	$20.00 per airbill or bill of lading plus Advancement of (additional) Charges where applicable.	
Repackaging or Reconfiguration	CLI Facility: $0.20 per pound, $40.00 minimum charge.	
	Contracted: See Advancement of Charges.	
Sight or Time Draft	$25.00	
Storage	CLI Facility: $0.50 per 100 pounds, $10.00 minimum charge, per day.	
	Public Warehouse: See Advancement of Charges.	
Terminal Transfer Fee - Ocean	$35.00 min or $.04 per kg.	
Waiting Time	See Advancement of Charges.	