

## RULES AND REGULATIONS TARIFF TIME100

KP Management, LLC d/b/a Time Messenger, a licensed contract carrier, undertakes to arrange for intrastate and interstate transportation of shipments from named origins to named destinations, between points in the United States.

The following pages contain the Rules and Regulations, and terms and conditions applicable to the transportation of any package, document, envelope, letter, pallet, skid, container, or any other item tendered by customers using TIME services. WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED.

This revision supersedes all previous revisions and other prior statements concerning rates, features of service, services, terms and conditions of contract and Tariff to which it applies.

KP Management, LLC d/b/a Time Messenger will be referred to as "TIME & Carrier" herein.

This tariff applies to "Freight all Kinds" between all points in the United States.

This tariff applies to Intrastate and Interstate commerce (See Item 100).

Check Sheet

Pages of this tariff shown below are effective as of the date shown thereon. This check sheet will be reviewed as pages to this tariff are revised or added.

Part Number	Change	Date	Reason

ITEM 100 – General

- A. This Rules and Regulations Tariff explains TIME's services as well as the rules, terms and conditions of service that apply on shipments moving under other publications, pricing agreements, individual customer contracts, bill of lading, manifest, or other transit documentation. Exceptions to any of the items in this publication will be noted in customer specific pricing agreements, statements of agreed pricing or contracts that apply for individual TIME customers. TIME, in accordance with its obligations under the Interstate Commerce Commission Termination Act, Section 13710, shall provide to the shipper, on request of the shipper, this publication or any other written or electronic copy of the rate, classification, rules, and practices upon which the rate applicable to its shipment or agreed to between the shipper and the Carrier is based. In addition, this publication appears on TIME's Internet site and may be accessed at any time, by any party without cost. ([www.time-messenger.com](http://www.time-messenger.com)).
- B. Waiver of Provisions: Failure on the part of TIME., or any other agent or employee of TIME. in any or more than one instance, to insist upon the performance of any terms, covenants, or conditions of these Rules and Regulations, or to exercise any right or privilege contained within these Rules and Regulations, or the waiver by TIME. of any breach of any of the terms, covenants, or conditions of these Rules and Regulations shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect, the same as if no such forbearance or waiver occurred.
- C. TIME. reserves the right to modify, amend or supplement the rates, features of service, services, terms and conditions and Tariff to all customers without notice. All modifications, amendments or supplements may only be authorized by the President of TIME., and no other agent or employee of TIME., nor any other agent or party is authorized to do so.
- D. To the extent, if any, that conflict or inconsistency exists between these Rules and Regulations and the terms or conditions of any bill of lading, manifest, stamp, shipping label, or other transit documentation, any other written or oral statements, this Rules and Regulations Tariff TIME100, as amended, modified, changed, or supplemented, will control.
- E. Rates and service quotations by our employees and agents will be based upon information provided by the shipper, but final rates and service may vary based upon the shipment actually tendered and the application of the Rules and Regulations herein.
- F. In an effort to provide TIME.'s customers with quality service and competitive rates, commodities are shipped at less than full value. TIME. encourages its customers to review this publication as items are subject to limitations of liability, released value or other requirements, which may relate directly to your shipment. Therefore, all shippers are further encouraged to evaluate their personal or corporate cargo insurance policies so they may ship their goods at the lowest possible rate while still being insured for full value.
- G. Unless otherwise provided, in computing time in days, standard workdays will be used. Saturdays, Sundays, and Legal Holidays will not be counted as Days in Transit.
- H. Where numbers are connected by the word "to", the series indicated will include the numbers shown.
- I. Where references are made to Tariffs, Items, Pages, Notes, Rules, etc., such references are continuous and include supplements thereto and revised or additional original pages or reissue.
- J. Except as otherwise provided in this tariff or in tariffs governed hereby, the Carrier assumes no obligation to commence transportation of a shipment within a specified period. All transportation services will be provided within reasonable dispatch.
- K. The Carrier, exercising due diligence to protect all property accepted for Carriage; will determine the routing of any shipments. The Carrier will determine the routing of all shipments. The transportation charges will be the freight charges from origin to destination via the route and level of service requested on the bill of lading, transit documentation or other shipping memorandum.
- L. The shipper and consignee, 3<sup>rd</sup> party and/or beneficial owner will be liable, jointly and severally, to pay or indemnify the Carrier by any reason of any violation of any of the terms contained in applicable tariffs or any other default of the shipper of such other parties with respect to a shipment.
- M. All charges and dollar amounts contained in this tariff are payable in United States dollars.

ITEM 200 - Definitions

**ADVANCE ARRANGEMENTS:** The shipper is required to contact the Carrier before tender of the shipment. This enables the shipper and the Carrier to establish the time and place of tender, it also enables the shipper and/or the Carrier to arrange the shipment and any special handling requirements or restrictions.

**BILLING TERM "PREPAID":** The shipper is primarily responsible for payment of the transportation charges.

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BILL TERM "COLLECT": The consignee is primarily responsible for payment of the transportation charges.

BILLING TERM "THIRD PARTY": A party other than the shipper or consignee is primarily responsible for payment of the transportation charges.

BILL OF LADING: Any shipping document, memorandum, receipt, manifest, label, electronic entry, or similar item authorized by the Carrier in order to accept a shipment and transport it to destination.

CONCEALED DAMAGE AND/OR LOSS: Any damage and/or loss, which is NOT annotated on the delivery receipt and discovered after delivery. Statements such as "subject to inspection", "subject to further check", "subject to count", or other qualification to "received in good order" are not annotations of loss and/or damage at the time of delivery. Specific damage and/or loss must be annotated on the delivery receipt. Shipments opened and inspected at the time of delivery, which damage to the contents is annotated, yet the packaging remains undamaged, does not qualify as an obvious damage and is subject to concealed damage. Shipments received by the consignee without annotations of damage and/or loss on the delivery receipt is prima facie evidence that the shipment as delivered in good order.

CONSIGNEE/RECIPIENT: The business/person whose name appears on the bill of lading as the party to whom the shipment is to be delivered by the Carrier.

DANGEROUS GOODS: Articles or substances which are capable of posing a significant risk to health, safety, or property when transported by air and which are classified according to the most current editions of the International Civil Aviation Organization (ICAO) Technical Instructions for Safe Transport of Dangerous Goods by Air, and the International Air Transportation Association (IATA), Dangerous Goods Regulations. See also Hazardous Materials definition.

DIMENSIONAL WEIGHT: The weight of a shipment per unit of volumetric measure.

CARRIER: TIME.

HAZARDOUS MATERIALS: A substance or material which has been determined by the U.S. Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. Title 49, CFR Transportation governs the transportation of hazardous materials. Hazardous materials may be transported domestically, but they may be classified as Dangerous Goods when transported internationally by air.

LEGAL HOLIDAY: Any national, state, provincial or local legal holiday.

PROHIBITED ARTICLES: Defined as any article listed in ITEM 330.

RESTRICTED ARTICLES: Articles defined as Hazardous or Dangerous materials. See definitions for Hazardous Materials and Dangerous Goods.

SHIPMENT: Except as otherwise noted, a shipment will consist of a single consignment of one or more pieces from a single shipper at a single time at a single address, receipted for in one lot and moving on a single bill of lading.

SHIPPER: The person or entity with whom the shipment originates, and whose name is listed on the bill of lading as the shipper, and includes the shipper, shipper and their agents, servants and employees, and any other person or entity having or claiming an interest in or beneficial ownership in a shipment.

TRANSPORTATION CHARGES or CHARGES: Amounts assessed for the movement of a shipment and do not include any other fees or charges which may be assessed under the Rules and Regulations, such as, but not limited to, declared value charges, customs duties, and taxes, however levied, or applied, and C.O.D. charges.

THIRD PARTY: Someone other than the shipper or consignee.

#### ITEM 300 – Shipments accepted

Except as otherwise noted, all property is acceptable for transportation when the Rules and Regulations of this tariff and all laws, ordinances and other governmental rules and regulations governing transportation of these goods have been complied with by the shipper, consignee, or owner.

#### ITEM 310 – Qualified acceptance of shipment

The Carrier, at its sole discretion, reserves the right but is not required to open and inspect any shipment without notice. The Carrier reserves the right to refuse acceptance of a shipment if it is in the opinion, from "ordinary observation" of the Carrier or its Agent that the following conditions apply:

- A. Improperly packaged
- B. Of a kind or type likely to incur damage from high/low temperatures notwithstanding the exercise of ordinary care by the Carrier, and that such temperature will prevail in flight or at transfer point, or at origin/destination when available facilities cannot protect the shipment against such conditions.
- C. Of an inherent nature of defect, which indicates to the Carrier, that such transportation could not be furnished without loss or damage to the goods.
- D. Not accompanied by the proper documentation and necessary information as required by convention, statute, or tariff applicable to such shipment. Lack of proper documentation and necessary information as required to complete satisfactory transportation.

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- E. Subject to advance arrangements unless such arrangements have been satisfactorily completed.
- F. Shipments improperly packed or of a nature such that transportation cannot be affected without loss or damage to the shipment (I.E., used containers, or the container is open, broken, rattles, etc.).
- G. Determined to be dangerous, hazardous, or likely to soil, taint, or otherwise damage other shipper's property, the property and equipment of the Carrier or the Carrier's agents, personnel, or contractors, or economically or operationally impracticable to transport.

ITEM 320 – Appointments

When requested by the shipper or required by the consignee, the Carrier or Carrier's agent shall secure an appointment.

- A. **TIME DEFINITE APPOINTMENT:** Appointments made by the shipper for a specific delivery date and specific delivery time. These appointments are subject to an increase to the applicable charges or a \$25.00 minimum charge over and above the applicable rate, whichever is greater.
- B. **STANDARD APPOINTMENT:** Appointments that are made by the Carrier or Carrier's agent for the ease and convenience of delivery by the Carrier or the Carrier's agent.
- C. **APPOINTMENT NOTIFICATION:** It is the shippers responsibility to notify the Carrier on the air bill, bill of lading, or other transit documentation as to the consignee's standards for acceptance of all shipments (I.E., appointments required, purchase orders, department numbers, etc.)
  1. In absence of the above information, the Carrier retains the right to invoice for additional delivery and or surcharges.
  2. The Carrier shall assume no responsibility to deliver within any time limits as defined in ITEM 100-J.

ITEM 330 – Prohibited articles not accepted for transportation

Articles as indicated, but not limited to, the list below are NOT acceptable for transportation by the Carrier. If the Carrier inadvertently accepts an article not acceptable for transportation, the Carrier does not accept liability for damage or loss to the shipment, and in cases where the article is restricted by governing federal, state, or local laws, regulations or ordinances, the shipper is solely responsible for and will reimburse and indemnify the Carrier for transportation on a restricted basis as outlined in ITEMS 340, 350, 360, and 370.

- A. Shipments of extraordinary value, including but not limited to: Artwork, Museum Exhibits or articles, Valuable papers of any kind, currency, money, revenue, bank bills, bills of exchange, deeds, notes, stock certificates, drafts, letters with or without stamps affixed, stamps, revenue stamps, postage, promissory notes, securities, evidences of debt, precious metals, cut or uncut bullion (coined or un-coined), cut or uncut gold bullion (coined or un-coined), cut or uncut silver bullion (coined or un-coined), doer bullion, platinum, gold, silver, furs, precious stones, gems, pearls, and jewelry.
- B. Creatures, namely, included by not limited to: Shipments of live animals except those destined to/originating from medical laboratories, birds, fish, reptiles, except live lobsters and shellfish.
- C. Human corpses or body parts or cremated or disinterred human remains.
- D. Wearing apparel or garments on racks or hangers.
- E. Hazardous Materials as classified as Hazardous by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49.
- F. Concentrates, precipitates, sulfides, cyanides, dust, or sulfides.
- G. Freight liable to damage other freight or equipment.
- H. Shipments, which require the Carrier to obtain a Federal, State or Local license for transportation.
- I. Dangerous goods identified as articles or substances as classified according to the most current editions of the International Civil Aviation Organization (IACO) Technical Instructions for Safe Transport of Dangerous Goods by Air, and the International Air Transportation Association (IATA) Dangerous Goods Regulations.
- J. Articles of inherently dangerous nature, infectious substances, radioactive materials, explosives, PCBs (polychlorinated biphenyls), hazardous and non-hazardous waste.
- K. Lottery tickets and gambling devices where prohibited by federal, state, or local law.
- L. Live insects
- M. Packages that are wet, leaking or emit an odor of any kind.
- N. Fireworks
- O. Alcohol (beer, wine, spirits), tobacco, firearms, or ammunition.
- P. Plants and plant materials
- Q. Pharmaceuticals

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- R. Inherently fragile items: fluorescent tubes, plasma screens, plasma monitors, neon lighting, neon signs, x-ray tubes, laser tubes, light bulbs, flat panel display screens (all types), scale models (including but not limited to architectural models, doll houses, etc.)

ITEM 340 – Shipments accepted under Special Conditions

The following will only be accepted when the shipper contacts the Carrier and advance arrangements have been made with the Carrier. If the Carrier inadvertently accepts a shipment without advance arrangements being made, the Carrier's legal liability will not exceed \$0.50 per pound of product damaged and/or lost, and in cases where the article is restricted by governing federal, state, or local laws, regulations or ordinances, the shipper is solely responsible for and will reimburse and indemnify the Carrier for any expenses it incurs in connection with the shipment.

- A. Shipments with a value exceeding \$0.50 per pound tendered only when advance arrangements have been made with the Carrier.
1. Shipments of extraordinary value must be in a sealed and secured unit and over packed to assure burst strength more than three times the actual weight.
- B. Shipments liable to impregnate or otherwise damage equipment or other shipments will only be accepted after advance arrangements have been made with the Carrier.
- C. Shipment requiring special handling devices, special attention or care en route will be accepted only after advanced arrangements have been made with the Carrier.
1. Special devices for safe handling will be provided by and at the expense of the shipper or consignee.
- D. Food products – fresh, frozen, dried, or dehydrated will be accepted only if such products meet all laws, ordinances or other governmental rules or regulations and will only be accepted after advanced arrangements have been made with the Carrier.
- E. Shipments requiring temperature control during transit will be accepted only when advance arrangements have been made with the Carrier.
- F. Film, nitrocellulose based, must be packed in a spark-proof container marked and proper caution labels disclosing the inflammable nature of the shipment will be accepted only when advance arrangements have been made with the Carrier.
- G. Shipments of precious metals will be accepted only if advance arrangements have been made with the Carrier, and the following conditions are met:
1. Armed Guard must be in the vehicle making pickup at the time of pickup. Armed Guard will accompany the shipment back to the Carrier's terminal.
  2. Shipments of such materials will not be left at the Carrier's terminal overnight.
  3. Shipment is transported in an exclusive use vehicle, sealed, and secured.
  4. Shipment must show complete, accurate description and must declare entire value on air bill, Bill of Lading or other transit documentation.
  5. Shipment will only be handled provided that special authorization has been granted from the Carrier's Claims Department.

ITEM 350 – Shipments accepted under Restricted Conditions

The following will only be accepted when the shipper contacts the Carrier for special authorization and advanced arrangements have been made with the Carrier. If the Carrier inadvertently accepts a shipment without special authorization and advance arrangements being made, the Carrier's legal liability will not exceed \$0.50 per pound of product damaged and/or lost, and in cases where the article is restricted by governing federal, state, or local laws, regulations or ordinances, the shipper is solely responsible for and will reimburse and indemnify the Carrier for any expenses it incurs in connection with the shipment.

- A. Personal Effects, Gifts: The commodity's value will not exceed \$0.50 per pound. This is the maximum liability to the Carrier. Any value greater than \$0.50 per pound is at the shipper's risk and on the shipper's own insurance policy. Additionally, as a precautionary measure, our personnel before movement of the cargo will inspect all personal effects. All transportation and related charges must be paid in advance.
- B. Furs and/or Fur-trimmed garments, Antiques, Watches and Watch parts, Wig, and other Hair Products: These commodity's value will not exceed \$0.50 per pound. Any value greater than \$0.50 per pound is at the shipper's risk and on the shipper's insurance policy. The aforementioned commodities valued in excess of \$0.50 per pound may be handled provided that written special authorization has been granted from the Carrier's Claims Department, or the commodity's value is less than \$0.50 per pound.
- C. Hazardous and Dangerous goods and materials: These restricted articles will only be accepted for transportation by the Carrier provided that special authorization has been provided by the Carrier and advance arrangements have been made with the Carrier. See section 360 and 370 for additional information regarding the handling of Hazardous and Dangerous goods and materials.
- D. Pharmaceuticals: The commodity's value will not exceed \$0.50 per pound. This is the maximum liability to the Carrier. Any value greater than \$0.50 per pound is at the shipper's risk and on the shipper's own insurance policy. Any value greater than \$0.50 per pound must have written special authorization from the Carrier's Cargo Claims Department. Shipments of over the counter and prescription pharmaceuticals will only be accepted when tendered in accordance with applicable federal, state, or local laws. The shipper is responsible for compliance with all laws. Pharmaceutical packages should bear no label, markings, or other written notice that a pharmaceutical is contained within. Proper packaging such as cotton or other appropriate packing material should be used in order to protect the contents of the shipment. The aforementioned commodities will only be handled provided that the Carrier has provided special authorization and advance arrangements have been made with the Carrier.
- E. Inherently fragile items, including but not limited to, fluorescent tubes, neon lighting, plasma screens, neon signs, X-ray tubes, laser tubes, light bulbs, flat panel display screens (all types), scale models (including but not limited to architectural models, doll houses, etc.): These commodity's value will not exceed \$0.50 per pound. This is the maximum liability to the Carrier. Any value greater than \$0.50 per pound is at

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the shipper's risk and on the shipper's own insurance policy. The aforementioned commodities will only be handled provided that written special authorization has been provided by the Carrier's Claims Department, or the commodity's value is less than \$0.50 per pound.

ITEM 360 – Restricted Articles, Hazardous & Dangerous Goods

It is the general policy of the Carrier NOT TO ACCEPT Hazardous and Dangerous goods for transportation. The Carrier under specific guidelines as referenced below accepts certain restricted articles. Restricted Articles will only be accepted for transportation provided that special authorization and Advance Arrangements have been made with the Carrier. If the Carrier inadvertently accepts a shipment of hazardous and/or dangerous goods without special authorization and Advance Arrangements being made, the Carrier will not accept any liability for damage and or loss, and in cases where the article is restricted by governing federal, state, or local laws, regulations or ordinances, the shipper is solely responsible for and will reimburse and indemnify the Carrier for any expenses it incurs in connection with the shipment.

- A. All packages containing hazardous and dangerous materials must be properly classified, described, packaged, marked, and labeled and in proper condition for transportation and must comply with International Air Transport Association (IATA) Dangerous Goods Regulations, International Civil Aviation Organization (IACO) and where applicable, Title 49 of the Code of Federal Regulations. The shipper is responsible for complying with all packing requirements and appropriate marking and labeling of the package, documentation, as well as compliance with applicable federal, state, and local laws, regulations, ordinances, and rules. The shipper is also responsible for ensuring the recipient complies with all applicable federal, state, and local laws, regulations, ordinances, and rules for applicable hazardous and dangerous articles.
- B. The Carrier does not accept for transportation hazardous waste, hazardous substances, or Inhalation Hazards biohazards such as blood, urine, fluids, and other non-infectious diagnostic specimens.
- C. If a recipient refuses a package containing hazardous or dangerous goods, or the package leaks, or is damaged, it will be returned to the shipper if possible. If the shipper refuses to accept the returned shipment, or it cannot be returned because of leakage or damage due to faulty packing, the shipper is responsible for and agrees to reimburse and otherwise indemnify the Carrier for all costs, fees, and expenses it incurs in connection with the cleanup and disposal of the package.
- D. We have the right to refuse any package with an odor or any package that is wet or leaking. If a hazardous or dangerous goods shipment damages or contaminates any property, the shipper is solely responsible for and will reimburse and indemnify the Carrier for any and all costs, fees, and expenses it incurs in connection with the cleanup of such damage and contamination.
- E. Not all locations of the Carrier accept hazardous or dangerous goods, and we reserve the right to refuse hazardous or dangerous goods at any location where they cannot be accepted in accordance with applicable law.

NOTE: We are required by law to report improperly declared or undeclared shipments of hazardous or dangerous goods to the US Department of Transportation. Penalties for such shipments may include fines up to \$500,000 and five years in jail. The DOT/FAA requires every shipper to have a job-specific hazardous and dangerous goods training prior to offering a hazardous or dangerous goods shipment to the Carrier or another carrier.

ITEM 370 – Charges for Restricted Articles

A surcharge will be added to the total charge for each shipment or articles subject to Department of Transportation Hazardous Materials Regulations, Title 49 of the Code of Federal Regulations or to IATA or IACO Regulations. The surcharge will be based on the surcharge assessed by the sub carrier, subject to a \$25.00 minimum.

ITEM 400 – Conditions of Delivery

- A. Delivery of the consignment will be made only to the consignee named on the bill of lading. Delivery of the consignment will be made by the Carrier only upon written receipt of the consignee and upon compliance with all other applicable terms and conditions herein. Written receipt obtained by the consignee may not be required upon consent of the shipper to release cargo without signature.
- B. Since the Carrier will not have control over the consignment while it is in custody of Government officials, full delivery will have been made when the consignment has been delivered to the Customs House or other Government authority as required by law or regulation in force; and the Carrier has delivered to the consignee any authorization necessary for the consignee to obtain release of the cargo from such government authority and has forwarded the notice of arrival as referenced below.
- C. Notice of Arrival – Notice of Arrival of the shipment will, lacking all other instructions, will be sent to the consignee or the person to be notified, where applicable. The Carrier is not liable for non-receipt of such notice.
- D. Place of Delivery – Except as otherwise provided, the consignee must accept the shipment at the delivery address as listed in the destination portion of the bill of lading.
- E. Failure of the consignee to take delivery: If the consignee refuses or fails to take delivery of the shipment after its arrival at the destination named on the bill of lading, the Carrier will endeavor to comply or cause compliance with any instructions of the shipper set forth on the bill of lading. If no such instructions are set forth, or if such instructions cannot be reasonably complied with, the Carrier after notifying the shipper of failure of the consignee to take delivery will:
  1. Return the consignment to the shipper, or
  2. Should it become necessary for a shipment to be held by the Carrier, it will be stored without charge for three calendar days excluding Saturdays, Sundays, and Legal Holidays, computed from the first 8:00 A.M. following receipt of the cargo at origin or following notification to the consignee of the arrival of the cargo. However, if a shipment lacks proper documentation for transit and advance arrangements have been made with the Carrier by the shipper or the shipper's agent, no storage charges will be assessed.
  3. After the expiration of such free storage time, the Carrier will continue to hold cargo for the shipper or consignee at a rate of \$0.03 per pound per day or fraction thereof, with a minimum charge of \$15.00 per day. If continued holding is not practical, the Carrier will place the shipment in public or private warehouse at the expense of the shipper or consignee, subject to a lien for all transportation, storage, delivery, warehousing, and other accrued charges.

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4. When the shipment is held by the Carrier due to failure of the consignee to accept delivery, the Carrier's liability will be reduced to \$0.10 per pound of product, regardless of any declared value originally issued on the bill of lading or other transit documentation. If the product is placed in public or private warehouse, the Carrier's liability for the cargo will cease upon tender to the public or private warehouse.
  5. Shipments will be held by the Carrier for a period not to exceed 30 calendar days from the first 8:00 A.M. following the date the product was placed into storage. At the expiration of 30 calendar days, the Carrier may:
    - a. After holding the cargo at destination for a period of not less than 30 days, sell the consignment in one or more lots at public or private sale without notice.
    - b. The shipper is liable for all charges and expenses resulting from or concerning the failure of the consignee to accept delivery of the cargo, including but not limited to transportation charges incurred in returning the consignment.
    - c. In case of the sale of cargo either at destination or at the place to which the cargo has been returned, the Carrier is authorized to pay itself and other transportation charges out of the proceeds of the sale; and any other charges, advances, or expenses of the Carrier, plus the costs of the sale, holding any surplus subject to the order of the shipper. A sale of any consignment will, however, not discharge the shipper of any liability hereunder to pay any deficiencies.
    - d. Calendar weeks for this rule, means a period of seven consecutive days, including Saturdays, Sundays, or Legal Holidays.
- F. Storage and Disposal of Perishables – When a shipment containing any perishable article is delayed in possession of the Carrier or is unclaimed, refused or threatened with deterioration; the Carrier will take such steps as due diligence requires for the protection of all interested parties. If the shipper or consignee desires notification by telephone or facsimile of the actual or anticipated delay at origin or destination, the shipper shall specify such request on the bill of lading. The shipper will authorize collect communication and designate the party and telephone number and address to be notified. The Carrier will then attempt notification as soon as reasonably possible. If after notification, no further instructions are received, the Carrier reserves the right to reroute the shipment to a cold storage warehouse or use other means of transportation or to dispose of the cargo as per the provisions of this paragraph.

ITEM 500 – Special Services provided by the Carrier

The Carrier will provide the following special services when prior arrangements have been made:

- A. Assembly Service – This service will be provided by the Carrier subject to the following provisions:
  1. The Carrier will accept two or more parts of a shipment from one or more shippers at the point of origin and will assemble the parts into a single shipment for transportation to a single consignee at a single destination address. Either the shipper or consignee may request this service provided all parts of the shipment are delivered to the consignee at one time. The consignee will pay all charges applicable to shipments receiving assembly service if there are multiple shippers.
  2. All parts of a shipment to be assembled will be tendered to the Carrier within the 24-hour period ending at 2:00 P.M. daily. Any parts received after 2:00 P.M. will be considered as separate shipments at the rate or charge applicable thereto, or if requested as part(s) of the next day's assembly.
  3. The service charge for assembling parts of a shipment will be \$4.00 per part subject to a minimum charge of \$8.00 per shipment.
  4. No part of a shipment assembled by the Carrier may move as a C.O.D. (Cash on Delivery).
  5. A part of the shipment for this rule will consist of one package, piece, or bundle or two or more packages, pieces, or bundles, accepted by the Carrier as a group or unit.
  6. The Carrier will not provide assembly service for any shipment requiring accorded distribution service.
  7. The Carrier will not provide assembly service in connection with any shipment of Hazardous or Dangerous goods.
- B. Distribution Service – This service will be provided by the Carrier subject to the following provisions:
  1. When the shipper or consignee requests in writing that the Carrier provides distribution service, a distribution manifest must be provided. This manifest must give proper breakdown of the shipment and individual destinations of the goods to be delivered. In the case of multiple consignees, the shipper will provide a distribution manifest to the Carrier, when the cargo is tendered to the Carrier. The Carrier will accept a shipment from a single shipper at a single address receipted as a single lot and will separate parts of the shipment at the destination. If all of the shipment is to be disbursed to a single consignee, the shipment must be prepaid.
  2. The Carrier will not perform distribution service in connection with any shipment requiring assembly service.
  3. The service charge for distribution of parts of a shipment will be \$4.00 per part subject to a minimum charge of \$8.00 per shipment.
  4. A part of the shipment for this rule will consist of one package, piece, or bundle or two or more packages, pieces, or bundles, accepted by the Carrier as a group or unit.
  5. Delivery service will be provided for parts of a shipment, subject to applicable rates and charges applied individually to each part.
  6. No part of the shipment apart of a distribution may move as a C.O.D. (Cash on Delivery).
  7. The Carrier will not provide distribution service in connection with any shipment of Hazardous or Dangerous goods.
- C. Signature Service – This service will be provided by the Carrier subject to the following provisions:
  1. When requested by the shipper, the Carrier will handle shipments requiring person-to-person signature service from time of acceptance from the shipper to the time of delivery to the consignee.
  2. Person-to-Person signature service means each employee/agent of the Carrier will execute a single receipt upon accepting custody of a shipment and will obtain signed receipt upon relinquishing custody of the shipment to another employee/agent of the Carrier, to an employee of a direct air carrier or to the consignee. No receipt will be secured from the direct air carrier's flight crew or attendants when shipments are transported on such carriers.
  3. Shipping documentation presented to the Carrier must show the statement "Signature Service Requested" entered by the shipper and must indicate the proper parties for receipt. A charge of \$50.00 per shipment will be assessed for signature service in addition to all other applicable charges.
- D. Delivery Reports – This service will be provided by the Carrier subject to the following provisions:
  1. The time of delivery to the consignee will be telephoned to the shipper upon his request, subject to the following provisions:
    - a. The air bill, bill of lading, or other shipping documents presented to the Carrier at the time of tender of the cargo must contain the statement "Telephone-Facsimile Delivery Report Requested, or Electronic Delivery Report Requested" entered by the shipper.



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- G. Each piece of a C.O.D. shipment must be plainly marked. The total number of pieces contained in the shipment must also be clearly shown.
- H. The use of wet ice (frozen water) as a refrigerant is prohibited.
- I. Packing of a shipment using a pallet, skid, or forklift able base: Cargo should be stacked squarely on the pallet without overhanging the edge, and the weight should be distributed evenly on the pallet to avoid excess weight being placed on materials inside the packages. Use 70-gauge stretch wrapping and pass a minimum of two bands (tightly secured) throughout the pallet voids and around all cargo. Banding should be used when necessary to secure cargo to pallet.
- J. If the shipment is refused by the recipient, leaks, or is damaged due to inadequate packing, the shipment will be returned to the shipper, if possible. If the shipper refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packing, the shipper is responsible for and will reimburse the Carrier for all costs and fees of any type incurred in connection with the storage and disposal of the shipment or the cleanup of any spill or leakage from the shipment.
- K. Refer to Items 350 (C) and 360 regarding the packing and marking requirements for hazardous and dangerous goods.
- L. Refer to Item 350 (D) regarding the packing and marking requirements for pharmaceutical shipments.

ITEM 610 – Bill of Lading and Shipping documents

- A. The shipper shall prepare and present a bill of lading or other form of freight receipt and may provide additional shipping documentation with each shipment tendered. Any terms or conditions of the bill of lading or additional shipping documentation shall not apply if they are inconsistent with the Rules and Regulations of the Carrier. The Carrier or the Carrier's agents signature does not constitute acceptance of any terms which may vary from the Carrier's Rules and Regulations and continued use will not, and does not, constitute an implied acceptance or ratification by the Carrier. Each shipment tendered for transportation to the Carrier will be subject to the Carrier's Rules and Regulations tariff in effect on the date the Carrier accepts the cargo.
- B. The contents of a shipment must be indicated with an accurate, specific description on the bill of lading or shipping document.
- C. The number of pieces included in each shipment must be accurately and specifically stated on the bill of lading or shipping document.
- D. The gross weight of the shipment must be clearly indicated in pounds on the bill of lading or shipping document.
- E. When the bill of lading or other form of freight receipt does not indicate which party (shipper, consignee, or 3<sup>rd</sup> party) is responsible for payment of the freight charges, the freight charges will be billed prepaid and freight charges assessed against the shipper.
- F. When a party other than the shipper or consignee is shown on the bill of lading or other shipping documentation as the payer of the freight charges, such party's name and address must be clearly shown in the body of the bill of lading or shipping documentation at the time of original tender.
- G. Any shipment to be transported between the United States and its territorial possessions must be accompanied by the proper number of appropriate documents required by the government of the United States.
- H. Any shipment to be transported between the United States, its possessions and a foreign country must be accompanied by the proper number of appropriate export, import and other documents required by the government of the United States and the foreign country or countries concerned.
- I. A Government Bill of Lading (GBL) must accompany any shipment transported for the United States Government and other shipping documentation required by the United States Government along with the proper number of copies properly executed.

ITEM 700 – Application of rates and charges

- A. Rates and service quotations will be based upon the information provided by the shipper, but final rates and service may vary based upon the shipment actually tendered.
- B. Charges will be assessed at the rates effective the day cargo is accepted by the Carrier.
- C. When two or more rates subject to different minimum quantities are provided on the same commodity from and to the same points, the lower of the two charges specified under points 1 and 2 listed below will apply.
  - 1. The charge computed on the quantity shipped at the rate applicable to such quantity.
  - 2. The charge computed on the next greater quantity, for which a lower rate is provided at the rate applicable to such greater quantity.

ITEM 710 –Charges for pieces greater than pallet dimensions

- A. Dimensions of a pallet are:
  - Length: 48 Inches
  - Width: 48 Inches
  - Height: 84 Inches
- B. Subject to advance arrangement, the Carrier will accept for transportation shipments containing pieces measuring greater than the dimensions identified in Item 710(A). When such shipments are tendered to the Carrier for transportation, the charge for transportation will be called a double position. The cost of transportation will be on a quote-per-move basis.
- C. The provision of Item 700 is not applicable on shipments transported under the provisions of Item 710.

ITEM 720 – Charges for Weight and Skid Position

Except as otherwise provided:

- A. Transportation charges for a shipment will be assessed on a zip code tariff matrix. Charges shall be calculated based on the applicable zone pricing as determined by the zone matrix. Charges are based per skid position, provided that the skid weight does not exceed 3,000 pounds.
- B. For shipments whose weight exceeds 3,000 pounds, skid pricing shall not apply, and transportation charges will be assessed based on the gross weight of the entire shipment.
- C. In computing charges, fractions of less than half a cent will be omitted and fractions of half a cent or more considered as one cent.
- D. Fractions of pounds will be assessed at the charge for the next higher pound.

ITEM 730 – Application of Accessorial Charges

Charges will be assessed according to the rates in effect on the day cargo is tendered to the Carrier for the following services:

- 1) Liftgate Required
- 2) Pallet Jack Required
- 3) Appointment pickup
- 4) Inside pickup or delivery
- 5) 2-man pickup or delivery
- 6) Time charges, in excess of free allotment
- 7) Half day special
- 8) Full day special
- 9) C.O.D. fee
- 10) Any special requirements not listed above will be performed on a time and material basis.

ITEM 740 – Charges for Declared Value

- A. The declared value is the value of goods as declared by the shipper to the Carrier. The Carrier for the value declared may assess a surcharge. It is the responsibility of the shipper to indicate the declared value on the bill of lading at the time of tender to the Carrier.
- B. The shipper may declare a value on the entire shipment, or where the shipment consists of more than one piece, the shipper may declare different values on any piece(s) tendered to the Carrier as separately identifiable units by indicating on the bill of lading and specifically describing the contents as to the exact commodity (ies), weight(s), and number of pieces.
- C. The declared value of a C.O.D. shipment will be the C.O.D. amount to be collected according to Item 800, unless:
  - 1. A higher or lower value is declared on the bill of lading at the time of receipt of the shipment from the shipper.
  - 2. The C.O.D. amount is less than \$0.50 per pound, but not less than \$50.00 per shipment.

ITEM 750 – Advancement of charges

- A. Upon request, the Carrier will advance charges for transportation, cartage, storage, loading, unpacking, packaging, processing NOT done by the Carrier when sufficient guarantee is given either by the shipper or consignee that such charges will be paid. For each shipment requiring the advancement of charges, the charge shall be \$0.25 per \$100.00 advanced, with a \$5.00 minimum charge.
- B. The Carrier will not advance charges on any shipment on which prepayment of charge is required by Item 950 unless the amount has been deposited in cash with the Carrier.

ITEM 760 – Time Charges: Loading and Unloading

Whenever vehicles are detained for loading or unloading more than 15 minutes, a charge per quarter hour or fraction thereof, based on vehicle type may be assessed. Charges for waiting time are \$55.00 per hour for Straight Truck, \$60.00 per hour for tractor-trailer.

ITEM 770 – Surcharge

Whenever an expedited, guaranteed or airfreight service is requested, a flat rate or percentage surcharge may apply.

ITEM 780 – Fuel and Security Surcharge

Due to fluctuations and changes in the industry, the Carrier reserves the right to assess a fuel or security surcharge on such shipments with or without notice.

ITEM 800 – C.O.D. (Collect on Delivery) Shipments

- A. The shipper is responsible for entering "C.O.D." on the bill of lading. The Carrier will not be liable for collecting any C.O.D. amount if the shipper does not properly label it. The shipper will also ensure that each piece of a C.O.D. shipment is clearly and durably marked "C.O.D.". In collecting the C.O.D. amount, the Carrier will accept a cashier's check, money order, certified check (including Treasurer's check, official check), company check or personal check. If the shipper so specifies on a C.O.D. shipment, payment may only be made by a cashier's check or money order. CASH, TRAVELER'S CHECKS, CREDIT CARDS AND COUNTER CHECKS will not be accepted in payment of the C.O.D. amount.

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- B. The declared value of the C.O.D. shipment will be the C.O.D. amount collected, unless:
1. A higher or lower value is declared on the bill of lading at the time of receipt of the shipment from the shipper.
  2. The C.O.D. amount is less than \$0.50 per pound, but not greater than \$50.00 per shipment.
- C. The following shipments will not be accepted as C.O.D.:
1. Shipments requiring advancement of charges as outlined in Item 750.
  2. Shipments with a total C.O.D. amount greater than \$25,000.00.
  3. Shipments moving C.O.D. will not be accepted on the same bill of lading with cargo, which is not moving C.O.D. Only the cargo covered by a single C.O.D. amount will be accepted on a single bill of lading.
  4. C.O.D. shipments will only be accepted to domestic points and must be paid in United States funds.
  5. Any commodity of perishable nature.
- D. Credit will not be extended on the amount of any C.O.D. No privilege of examination or trial of the goods will be extended before collection of the C.O.D. amount. No partial delivery of a C.O.D. shipment will be performed unless the full amount of the C.O.D. has been collected.
- E. When the shipper through written instructions on the bill of lading, requests C.O.D. service, the shipper is authorizing the Carrier to accept the consignee's check. This instrument will be payable to the shipper. On C.O.D. shipments, the Carrier's sole responsibility will be to secure the check and exercise due diligence and care in forwarding the check to the shipper. The charge for collecting and remitting the check must not be included in the monies paid to the shipper.
- F. When the shipper through written instructions on the bill of lading, demands a certified check only, the Carrier will use due care and diligence in forwarding it to the shipper. The charge for collecting and remitting must not be included in the monies paid to the shipper.
- G. The Carrier's liability for loss, damage, delay, mis-delivery, misinformation, non-delivery, failure to collect the C.O.D. amount, failure to collect the specified form of payment, collection of an instrument in the wrong amount or failure to deliver the collected instrument to the shipper will be limited to the declared value indicated by the shipper subject to the limitations of and restrictions as stated herein. EVEN IF A HIGHER VALUE IS DECLARED, OUR LIABILITY FOR LOSS, DAMAGE OR DELAY WILL NOT EXCEED A SHIPMENT'S REPAIR COST, ITS DEPRECIATED VALUE, OR ITS REPLACEMENT COST, WHICHEVER IS LESS, SUBJECT TO ESTABLISHED LIMITS FOUND HEREIN.
- H. The disposition of a refused or unclaimed C.O.D. shipment, including re-consignment to a new consignee at a new address or release of the C.O.D. amount may be arranged as follows:
1. Instructions may be placed on the bill of lading at the time the shipment is tendered for carriage, OR
  2. Written order given to the Carrier after the shipment has been received in transit.
- I. C.O.D. shipments refused or unclaimed will be held subject to storage and if disposition is not arranged within 30 days after such notice has been given to the shipper, such shipments will be subject to Item 400.
- J. In connection with collection and remittance of the C.O.D., the following service charges will be assessed by the Carrier:
1. Minimum Charge: \$20.00
  2. When the amount collected is: Charge for collecting/remitting C.O.D. is \$1,999.99 and less, the charges are \$1.00 per \$100.00, or fraction thereof, subject to a \$20.00 minimum charge.
  3. When the amount collected is: Charge for collecting/remitting C.O.D. is \$2,000.00 through \$4,999.99, the charges are \$20.00 for the first \$2,000.00 plus \$0.40 per \$100.00 or fraction thereof over \$2,000.00.
  4. When the amount collected is: Charge for collecting/remitting C.O.D. is \$5,000.00 and over, the charges are \$22.00 for the first \$5,000.00 plus \$0.30 per \$100.00 or fraction thereof in excess of \$5,000.00.

ITEM 810 – F.C.C.O.D. (Freight Charges Collect on Delivery) Shipments

The Carrier reserves the right to handle a collect shipment as a F.C.C.O.D. if the shipment falls under the following parameters:

1. C.O.D.
2. Private Home
3. Carriers, Trucking Companies, Custom Houses or Brokers
4. Household goods and personal effects
5. Shipments to Government Agencies not accompanied by a Government Bill of Lading or PS8125 form.
6. Airports
7. Shipments marked "Section 7" on the bill of lading.

ITEM 900 – Establishing Credit

Contact our Corporate Credit Department.

ITEM 910 – Credit Terms

The invoice date begins the credit term cycle, and payment is due within 15 days from the invoice date. Failure to keep your account current with the Carrier may result in your account being put on a "cash only" status. This status may impair your ability to use our service, and your shipments may be delayed. In the event prompt payment is not made and your account is placed on a "cash only" basis, credit privileges will not be restored until you have paid all balances of transportation and any related charges in full, including, but not limited to, all costs, fees and expenses incurred by the Carrier in collecting or attempting to collect such balances. The Carrier may decline to restore credit privileges even if all costs, fees, and expenses are paid.

ITEM 920 – Liability for Charges

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The shipper, consignee, 3<sup>rd</sup> party and beneficial owner are liable jointly and severally for payment of all sums due to the Carrier related to or accrued on account of any shipment. The Carrier will have a lien on such cargo for sums due and payable. In case of non-payment, the Carrier will have right upon 30 days' notice to the shipper and consignee at the address shown on the bill of lading to dispose of the cargo or any part thereof at public or private sale without further notice. Carrier may pay itself out of the proceeds of that sale.

ITEM 930 – Charges Prepaid or Collect

Except as otherwise provided, shipments will be "prepaid" by the shipper or billed "collect" to the consignee. The following types of shipments must be prepaid by the shipper:

- A. Shipments whose commercial value is less than the transportation charges.
- B. Household goods and personal effects, used, not for resale
- C. Shipments addressed to a consignee at a transient address, I.E., hotels/motels, conventions, YMCA, circuses, fairs, or carnivals.
- D. Shipments delivered to Customs.
- E. Shipments addressed to Canadian or United States government agencies, unless tendered by a government agent presenting the proper government bill of lading.
- F. Shipment destined to construction sites.
- G. Shipments destined to Post Office boxes.
- H. Shipments marked "Hold for Pickup" by the shipper.

ITEM 940 – Third Party Billing

Charges for shipments within the United States may only be billed to a third-party payer in the United States. In choosing this option, the shipper must indicate a special "Bill To" on the air bill, bill of lading or other shipping documentation and clearly mark the name of the accredited company, hereafter referred to as "Third Party". If the third party is billed and does not make payment for the shipment, the shipper, consignee, and beneficial owner are liable for and will be billed for all charges and fees. The nonrecourse provisions of Section 7 of the bill of lading contract will be null and void on shipments tendered as a 3<sup>rd</sup> party billing.

ITEM 950 – Payment of Charges

- A. Except as provided in the exceptions below, all charges applicable to a shipment are payable at the time of acceptance by the Carrier if the shipment is "prepaid" (a shipment on which all charges are paid by the shipper) or at the time of delivery by the Carrier if the shipment is "collect" (a shipment on which all charges are to be paid by the consignee).
  - 1. EXCEPTION: When the Carrier extends credit to the shipper or consignee, credit will be extended for a period of 15 days from the date of billing.
- B. In the event that payment on credit accounts is past due, the Carrier reserves the right to:
  - 1. Any outstanding invoice, which is unpaid 31 days from the date of billing, may be subject to an additional charge at a rate of 1 ½ percent per month of the outstanding balance, or the highest rate of interest permitted by applicable law, whichever is greater.
  - 2. Any outstanding invoice, which is unpaid 60 days from the date of billing, may be subject to an additional charge at a rate of 1 ½ percent per month of the outstanding balance, or the highest rate of interest permitted by applicable law, whichever is greater, and may forfeit any and all discount rates, skid rates, F.A.K. rates, or spot pricing. The Carrier may re-rate all unpaid shipments exceeding 60 days based on a zip code to zip code basis using current CZAR LITE non-discounted rates. Classification shall be determined by the NMFC (National Motor Freight Classification Guide).
  - 3. In the event the Carrier engages a collection agent and/or attorney to collect unpaid balances, or to enforce any part of the Carrier's Rules and Regulations tariff, the shipper, consignee, third party and beneficial owner acknowledge that by entering into this contract they shall pay all reasonable costs including, but not limited to, professional fees and costs, 25% of the balance or a flat fee of \$200.00, whichever is greatest, plus costs. It is further stipulated that the court venue, in the event of litigation, will be Dupage County in the state of Illinois as outlined in Item 1060(C).

ITEM 1000 – Liability not assumed

THE CARRIER WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OF A SHIPMENT, WHETHER OR NOT THE CARRIER KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.

The Carrier will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, non-delivery, misinformation, or any failure to provide information, except such as may result from our sole negligence. The Carrier will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, delay, misdelivery, non-delivery, misinformation, or failure to provide information caused by or resulting in whole or in part from:

- A. The act, default or omission of any person or entity, including those of any local, state, or federal government agencies.
- B. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
- C. The violation of these Rules and Regulations, as amended or supplemented, including, but not limited to, the improper or insufficient packing, securing, marking, and addressing of a shipment, or failure to give notices in a manner and time prescribed.

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- D. The Carrier will not be liable for loss, damage, delay, or other result caused by any circumstance beyond the control of the Carrier, including, but not limited to, perils of air, public enemies, acts of terrorism, public authorities acting with actual or apparent authority, acting or actual authority on the premises, authority of law, quarantine, riots, mechanical delay of aircraft, vehicles or other equipment, local disputes, civil commotion, hazards incident to a state of war, local or national weather conditions (as determined by the Carrier), national or local disruptions in air or ground transportation (as determined by the Carrier), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), natural disasters (earthquakes, floods, and hurricanes are examples of natural disasters), conditions that present a danger to the Carrier's personnel or the Carrier's Agent's personnel, and disruption or failure of communication and information systems (including, but not limited to, the Carrier's systems).
- E. The Carrier's compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.
- F. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting damage or loss on the delivery record. Receipt of a shipment by the consignee or the consignee's agent without notation of shortage, loss or damage is prima facie evidence that the shipment was delivered in good condition. Claims for concealed damage will be declined.
- G. Erasure of data from or the loss or irretrievability of data stored on magnetic or photographic images or soundtracks from exposed film.
- H. The Carrier's inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
- I. The Carrier's failure to honor "package orientation" graphics ("UP" arrows, "This end up" markings), "Fragile" labels or other special directions concerning packages.
- J. The Carrier's failure to notify the shipper, consignee or third parties of any delay, loss, or damage in connection with a shipment or any inaccuracy in such notice.
- K. Damage to the crate, case, boxing, packaging, briefcases, luggage, garment bags, aluminum cases, plastic cases, and parts thereof. These are for the sole purpose of protecting the cargo and will not be subject to a freight claim or the Carrier's legal liability.
- L. The shipper's failure to provide accurate delivery address information.
- M. The Carrier's provision of advice, assistance, or guidance on the appropriate packaging of shipments.
- N. Damages indicated by any shock watch, tilt meter or temperature instruments.
- O. Loss or damage to any package for which the Carrier has no record of receipt.
- P. Hazardous or Dangerous goods shipments that the shipper did not properly declare, including proper documentation, markings, labels, and packaging. The Carrier will not pay any claim on undeclared/hidden Hazardous or Dangerous goods.
- Q. Any shipment containing a prohibited article.
- R. Loss or damage to shipments accepted under Special or Restricted conditions unless all of the Carrier's requirements have been met.
- S. The Carrier will not be liable in any event for any indirect, consequential, special, or exemplary or incidental damages, whether or not the Carrier had knowledge that such damages might be incurred, including, but not limited to, loss of profits, income, utility, wages, interest, loss of market, or loss of warranty.
- T. Early, Late, and Non-Delivery Claims – Carrier will undertake to deliver the lading described on the transit documentation under reasonable dispatch using next available equipment and shall attempt to effect delivery pursuant to the schedules and transit times as otherwise set forth by Carrier. Carrier does not guarantee that delivery will be effected to meet any particular market, dispatch, exhibition, or flight/sailing. Carrier is not liable for special or consequential damages due to early, late, or non-delivery. In the event of early, late, or non-delivery, Carrier's maximum liability shall be an amount equal to the freight charges specific to the shipment affected.
- U. Truckload shipments sealed by the shipper, where truckload is delivered with seal intact.
- V. The Carrier will not be liable for the loss or damage to articles of extraordinary value, when shipped as personal effects consisting of wearing apparel, cosmetics, toilet articles and articles worn by an individual, used, not for resale.
- W. The Carrier will not be liable for loss or damage caused by or to liquids, inherently fragile items or perishable articles enclosed in or shipped as personal effects.
- X. The Carrier will not be liable for loss or damage claims relating to a shipment if any of the contents of the shipment or the packing materials were discarded prior to inspection.
- Y. The Carrier will not be liable for loss or damage claims relating to a shipment if the inspector is not permitted to inspect the shipment at the actual delivery site. If the shipment or any part of it has been moved from the point of delivery or if any of the damaged product has been repaired or altered prior to inspection.
- Z. The Carrier will not be liable for loss or damage claims relating to a shipment where the weight of the product(s) exceeds the limitations of the shipping carton.

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- AA. The Carrier will not be liable for loss or damage claims relating to a shipment where evidence reveals the damage was visible, yet the delivery receipt was signed "Free and Clear" (without damage or loss noted on the delivery record) by the recipient.
- BB. The Carrier will not be liable for loss or damage claims relating to a shipment where evidence indicates improper packaging.
- CC. The Carrier will not be liable for loss or damage claims relating to a shipment in which evidence reveals damage incurred by the product was inconsistent with the damage sustained by the shipping carton.
- DD. The Carrier will not be liable for loss or damage claims relating to shipments in which the description of contents, pieces or weight differs from the claim being filed.
- EE. The Carrier will not be liable for loss or damage claims relating to a shipment if the inspection reveals there was no damage to the goods and only the packing material.

ITEM 1010 – Limits of Liability

- A. For shipments carrying a declared value, the declared value of any shipment represents the Carrier's maximum liability in connection with a shipment, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to a shipment. It is the shipper's responsibility to prove actual damages. The shipper assumes exposure to and risk of any loss in excess of the declared value. You may transfer the risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.
- B. For shipments NOT carrying a declared value, the value of the shipment will not exceed \$0.50 per pound. The value of \$0.50 per pound of any shipment represents the Carrier's maximum liability in connection with a shipment, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to a shipment. It is the shipper's responsibility to prove actual damages. The shipper assumes exposure to and risk of any loss in excess of the declared value. You may transfer the risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.
- C. It is agreed and understood that the value of the shipment solely applies to the product or commodity being transported. Special crates, cases, boxing, packaging, and parts thereof are for the sole purpose of protecting the cargo, therefore will be exempt from any freight claim.
- D. Undeliverable shipments subject to storage, the Carrier's maximum liability will default to \$0.10 per pound, or fraction thereof, regardless of any stated or declared value on the original shipping documents.
- E. In any event resulting in a claim, the Carrier's maximum liability will not exceed the actual cost value of the original goods shipped. Proof of the actual cost value of the goods must be presented in order to substantiate and file a cargo claim.
- F. In any event resulting in a freight claim, the Carrier's minimum liability is \$50.00 per shipment, or the actual cost value of the original shipment, whichever is less, inclusive of transportation cost.

ITEM 1020 – Claims Procedures

- A. All overcharge claims must be submitted in writing to the Carrier within 180 days following the date of acceptance of the freight for transportation. The Carrier does not hold liability for overcharge claims applicable to shipments whose transportation charges were not paid within 30 days.
- B. Reporting of Claims: With respect to any and all incidents of claims, the following shall strictly apply. Failure to abide by these procedures will result in declination of a claim.
  - 1. Annotations of damage and/or loss on the delivery receipt DOES NOT qualify as notice to the Carrier, a report of damage, or written notice of an intent to file a loss and/or damage claim.
  - 2. Obvious damage and/or loss as annotated on the delivery receipt must be reported to the Carrier within 15 calendar days following delivery.
  - 3. Concealed damage and/or loss (not annotated on delivery receipt) must be reported to the Carrier within one business days of delivery. Note, receipt of a shipment by the consignee or the consignee's agent without notation of shortage, loss or damage is prima facie evidence that the shipment was delivery in good condition. Claims for concealed damage will be declined.
  - 4. Written notification of intent to file a loss and/or damage claim must be submitted to the Carrier within 15 calendar days following delivery.
- C. A request for proof of delivery does not constitute the filing of a claim. Moreover, documents not constituting claims include, but are not limited to, bad order reports, appraisal reports of damage, delivery receipts, inspection reports issued by shipper or its inspection agency and notations of shortages or damages or both on freight bills, delivery receipts or other documents.
- D. All goods must be retained for inspection at the delivery site for 15 days following the notification to the Carrier of damage and/or loss. The goods must be retained in the original shipping container and all materials used in packing the cargo for transportation must be held for inspection. If the Carrier or its agent has not performed an inspection within 15 days of notification, or the Carrier gives a written waiver for inspection, privilege to perform such inspection is forfeited. While awaiting inspection, the consignee must hold the shipping container and its contents in the same location and condition they were in when the damage and/or loss was discovered. Failure to abide by these procedures will result in claim denial by the Carrier.
- E. All formal claims for cargo loss and/or damage must be submitted in writing using a Standard Form of Presentation of Loss and Damage Claims and must be received within 9 (nine) months of the delivery of the cargo, or if not delivered within 9 (nine) months of the anticipated date of delivery. Your claim must include complete shipper and consignee information, as well as the tracking number (i.e., pro #, air bill #, invoice #),

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date of shipment, total weight, and applicable weight of the damaged or lost portion of the shipment, total number of pieces and applicable number of pieces damaged and/or lost. Documentation supporting the claim must include a cost invoice for the original shipment, estimates or invoices for repair or a statement as to why repairs cannot be made, and may include purchase orders, expense statements, appraisals, or other records. These documents must be verifiable to our satisfaction. The filing of a lawsuit does not constitute compliance with these provisions. Failure to abide by these procedures will result in denial of a claim. It is the responsibility of the claimant to obtain and complete a Standard Form of Presentation of Loss and Damage Claims.

- F. A Standard Form for Presentation of Loss and Damage Claims may be provided to the claimant by the Carrier, in a manner of customer service, but will only be sent to the claimant by the Carrier upon written request. It is agreed and understood that it is not the responsibility or obligation of the Carrier to provide this document to the claimant.
- G. Only one claim can be filed in connection with a shipment. Payment issued to the claimant and upon depositing will confirm the depositor's acceptance of a full, final, and complete compromise and settlement of any and all past, present and future claims arising, or which may arise in connection with the claim. It is further agreed by the depositor that in the event of any Third-Party claim, the depositor will defend and resolve such claim at its own cost and expense.
- H. Upon request of the claimant on the formal claim documentation, reimburse the applicable portion of the paid transportation charges based on the following:
1. If a shipment is beyond repair or lost, in its entirety, Carrier will reimburse the respective transportation charges in full.
  2. If a shipment sustains partial damage and is beyond repair or is a partial loss, Carrier will reimburse the applicable pro-rated portion of the transportation charges based on the pro-rated weight of the pieces actually damaged and/or lost.
  3. No allowance for freight charges will be made for concealed loss and/or damage claims.
- I. If a shipment is lost in its entirety, Carrier's maximum liability will not exceed the lesser of:
1. The limit of liability applicable to the shipment
  2. The amount of repair
  3. The depreciated value
  4. The actual cost value of the shipment
- J. If a shipment sustains obvious partial loss and/or damage, Carrier's maximum liability will not exceed the lesser of:
1. The applicable pro-rated liability per piece affected
  2. The amount of repair
  3. The depreciated value
  4. The actual cost value of the shipment
- K. If a shipment sustains obvious partial loss and/or damage, and the shipper has indicated the declared/released value per piece. Carrier's maximum liability will not exceed the lesser of:
1. The indicated declared/released value of the piece affected
  2. The amount of repair
  3. The depreciated value
  4. The actual cost value of the shipment
- L. Claims may be submitted to:
- TIME MESSENGER  
ATTN: CARGO CLAIMS DEPARTMENT  
140 E. FULLERTON AVENUE  
CAROL STREAM, IL 60188
- M. The Carrier will NOT entertain a claim unless all transportation charges have been satisfied in full and all supporting documentation required to process a cargo claim has been provided to the Carrier. The claimant is strictly prohibited from deducting any claimed amount against transportation charges.
- N. The Carrier shall have all rights, title to, and interest in a shipment provided that the Carrier has tendered payment to the claimant equal to the full value of the shipment.
- O. FAILURE OF THE CLAIMANT TO FOLLOW THE PROVISIONS IN THE MANNER AS INSTRUCTED ABOVE AND WITHIN THESE RULES AND REGULATIONS WILL RESULT IN CLAIM DENIAL OF ANY CLAIM PRESENTED TO THE CARRIER AND THE CARRIER WILL HAVE NO LIABILITY OR OBLIGATION TO HONOR THE CLAIM.
- P. These procedures and respective obligations will survive a termination thereof.

ITEM 1030 – Limitations of Legal Actions

- A. The right to damages against the Carrier under any cause of action arising from the transportation of any shipment pursuant to the Rules and Regulations of the Carrier shall be extinguished unless action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered.
- B. The right to damages against the Carrier under any cause of action arising from the transportation of any shipment pursuant to the Rules and Regulations of the Carrier shall be extinguished unless all applicable notice periods in these Rules and Regulations.
- C. Shipper, consignee, Third Party, entity requesting services, and beneficial owner, inter alia, acknowledge that by utilizing and benefiting from this Tariff, including but not limited to the tender of a shipment to which this tariff applies or the receipt for a shipment constitutes entering into a contract with a material nexus so that they have sufficient contacts with the State of Illinois to vest jurisdiction therein and hereby forever waive

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any objection to exclusive Illinois jurisdiction, agree thereby to proper venue within DuPage County, Illinois, agree to be subject to the jurisdiction of the State of Illinois, waive any right to a trial by jury, and agree not to raise, and hereby waive, any defense based on venue, lack of personal or subject matter jurisdiction or sufficiency of service or process; provided further, that in the event such jurisdiction and venue is contested unsuccessfully, they and each of them shall indemnify (inclusive of attorney fees and costs) and hold ALGWW and SERVICE PROVIDER harmless from all costs incurred.

- D. Each dispute shall be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other parties. Parties agree by the implementation and use of this Tariff not to sue as a class plaintiff or class representatives, join a class as members, or participate as adverse parties in any way in a class lawsuit with respect to any dispute or claim relating to the Rules and Regulations or the services provided.
- E. These Rules and Regulations, procedures and respective obligations of the parties will inure to their respective successors and assigns.