

505 TARIFF SLSN

RULES and RATES FOR SERVICES PROVIDED BY Salson
Logistics, Salson Trucking Co. Inc., Salson Dedicated, Inc., Salson
Xpress and Salson Container Freight Station

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ITEM 1. DEFINITIONS:

Bumping means the declaration on the original bill of lading of an artificially higher weight for the purpose of causing a higher density that allows the article or piece being “bumped” to qualify for a lower classification rating

Capacity Load means:

1. The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in the shipping form tendered can be loaded in or on the vehicle; or
2. The quality of freight, which because of unusual shape or dimension or because of necessity for segregation or separation from other freight, requires the entire capacity of a vehicle; or
3. The quantity of freight that can be legally loaded in or on a vehicle because of weight or size limitations of state or other regulatory body

Carrier's terminal or Salson's terminal means any Salson facility at which shipments are ordinarily loaded to or unload from line haul vehicles, or where freight is stored or otherwise customarily held by Salson as part of the services provided by Salson.

Customer means a party that may be recognized as either the shipper (also referred to as consignor), the owner of the shipment, the consignee or the party contracting with Salson for services.

Direct Service is a service for transport of shipments where pick up or delivery service by Salson occurs between points shown as Salson direct service points.

Expedited Service means:

1. any request that a shipment be delivered on the same day the shipment is picked up; or
2. any request that a shipment be delivered on a Saturday, although Salson shall be under no obligation to provide delivery on Saturday on any shipment in any circumstance.
3. any request that a shipment be delivered on a Sunday or holiday, although carrier shall be under no obligation to provide delivery on these days on any shipment in any circumstance.

Rate Floor or Floor means the minimum revenue due Salson on any shipment, including revenue determined as due after application of additional charges, percentage discounts, allowances, or other percentage rate factors

Interline Service or Joint Line Service is a service for shipments originated by Salson at a point shown as a Salson direct service point and interchanged by Salson to a connecting carrier and delivered by Salson to the consignee at the point shown as a Salson direct service points.

Reconsignment and/or diversion mean:

1. A change in the name of the consignor or consignee or
2. A change in the place of delivery within original destination point or
3. A change in destination point or
4. Relinquishment of shipment at point of origin or receipt of shipment.

Salson at all times throughout these rules includes Salson Logistics, Salson Trucking Co. Inc., Salson Dedicated, Inc., Salson West, Salson Xpress and Salson Container Freight Station.

Shipment is a quantity of goods received from one customer, at one place at one time and covered by one bill of lading or one warehouse receipt or other document evidencing receipt by Salson of certain goods for which services are provided by Salson.

Services means transport, storage or other services provided by or on behalf of Salson, including but not limited to warehousing, import, consolidation, distribution, export, customs inspection, accessorial charges, or outturn and any combination of these services.

ITEM 2. EXPLANATION OF ABBREVIATIONS

Abbreviation	Explanation of Abbreviation
Cty	County
KD	Knocked Down
Lbs	Pounds
LSC	less than 500 pounds
LTL	Less then truckload
MC or Min. Chg.	Minimum Charge
MSC	More than 500 lbs or Minimum Weight 500 lbs
M1M	More than 1000 lbs or Minimum Weight 1000 lbs
M2M	More than 2000 lbs or Minimum Weight 2000 lbs
MSM	More than 5000 lbs or Minimum Weight 5000 lbs
M10M	More than 10,000 lbs or Minimum Weight 10,000lbs
M20M	More than 20,000 lbs or Minimum Weight 20,000lbs
M24M	More than 24,000 lbs or Minimum Weight 24,000lbs
M30M	More than 30,000 lbs or Minimum Weight 30,000lbs
M36M	More than 36,000lbs or Minimum Weight 36,000lbs
M40M	More than 40,000lbs or Minimum Weight 40,000lbs
Mi	Mile or Miles
NOI	Not otherwise indexed or more specifically described in Salson's rules or rates
TL	Truckload
Twp.	Township
Wt.	Weight
U.T.C	Unable to count
I.P.	Improperly Packaged

ITEM 3. DEFINITION OF STANDARD PALLET SIZE AND ASSOCIATED SUPPLEMENTAL CHARGES

Except as otherwise specifically stated, rates and charges dependent on price per skid named herein, in contracts, and all other supporting correspondence or documentation shall be limited to pallets or skids not exceed 40"x 48" x48".

Each standard size pallet or skid of freight not exceeding 40" x 48" x 48" is subjected to a maximum allowable weight of 2,500 lbs., and shall be subject to the following additional charges in the event the weight exceeds 2,500lbs:

Weight of standard size pallet or skid: Supplemental Charge

2,501 lbs-2999lbs	an additional 50% of the negotiated rate per pallet or skid would apply. [N 1]
3,000 lbs and over	an additional 100% of the negotiated rate per pallet or skid would apply. [N2]

This charge is in addition to all other charges and will not be subject to discounts, loading or unloading allowance.

[N1]- Example: A \$60.00 per skid rat weighting 2,850 lbs would be charged an additional 50% of the negotiated rate or additional \$30.00. The total charge would be \$90.00 per skid.

[N2]- Example: A 60.00 per skid rate weighting 3,100lbs would be charged an additional 100% of the negotiated rate or an additional \$60.00. The total charge would be \$120.00 per skid

ITEM 4. ACCEPTANCE

The act of tendering goods described herein for services, which may include, but not be limited to transport, storage, warehousing, import, consolidation, distribution, export, customs inspection, or outturn by or to Salson shall constitute acceptance by the customer of the rules and rates set forth herein, unless there is a separate written agreement which contradicts the provisions of these rules and rates and then only to the extent of such contradiction.

ITEM 5. CURRENCY RATES

All rates, charges or other amounts published herein are stated in US Currency, and all charges are payable in US currency.

ITEM 6. AUTHORIZED SIGNATURES FOR AGREEMENTS OR CONTRACTS AND INCORPORATION OF RULES AND RATES IN CONTRACTS

Only the Salson President, Vice President-Pricing and Director-Pricing are authorized to sign agreements or contracts on behalf of Salson. No other employee or representative of Salson is authorized to sign such agreements or contracts on behalf of Salson. When services are provided under the terms of a separate services contract the provisions of these rules will be applicable if incorporated in the services contract.

ITEM 7. VERBAL QUOTES

Verbal quotes for services are estimates only and the charge quoted verbally is subject to change depending on the shipment characteristics and the services requested and/or provided.

ITEM 8. OFFSETTING OF CHARGES

Claims and claim amounts made against Salson (whether filed or unfiled) may not be offset by customer against charges otherwise owed to Salson for services.

ITEM 9. RIGHT TO POSSESSION AND/OR RIGHT TO STORE GOODS

Customer represents and warrants that Customer has lawful possession of any goods tendered to Salson and has the right and authority to tender those goods to Salson. Customer agrees to indemnify and hold harmless Salson from all loss, cost and expense (including reasonable attorneys' fees) which Salson pays or incurs as a result of any dispute or litigation, whether instituted by Salson or others, respecting Customer's right, title or interest in the goods. Such amounts shall be charges in addition to the charges for services and subject to Salson's right to lien as set forth in Item 45

ITEM 10. ACCURATE INFORMATION

Customer will provide Salson with information concerning the goods tendered, which is accurate, complete and sufficient to allow Salson to comply with all laws and regulations concerning the services to be provided by Salson. Customer shall inform Salson in writing of any change in address of Customer. Customer will indemnify and hold Salson harmless from all loss, cost, penalty and expense (including

reasonable attorneys' fees) which Salson pays or incurs as a result of Customer failing to fully discharge this obligation.

ITEM 11. CUSTOMS INSPECTION.

Any goods received by Salson for inspection and/or clearance by U.S. Customs shall be received subject to the conditions and requirements of U.S. Customs and all terms of these rules unless otherwise contrary to U.S. Customs rules. Salson will not be responsible for any loss or damage which occurs while goods are being inspected by U.S. Customs or its authorized representatives or otherwise under their direction and control. Charges for the services are set forth in the Fee/Rate Schedule for Agriculture and must be paid in full prior to release of any goods. Additional Services not set forth in the Fee/Rate Schedule shall be charged at the customary rates of Salson. Limitation of Damages for Customs Inspections shall be set forth in Item 48.

ITEM 12. PALLET EXCHANGE.

Salson does not participate in pallet exchange programs and assumes no responsibility for any pallet or any obligation of its customer to return pallets.

ITEM 13. FAK OR "FREIGHT ALL KINDS" SHIPMENTS

The Customer must identify the specific commodity or product tendered to Salson accepted under FAK or freight all kinds rate. If the shipper fails to identify the specific commodity or product Salson will not be liable for any damages to or destruction of the product or commodity resulting from it being held with other product that is either incompatible or is prohibited by federal, state, or local regulation or regulations from being so held. In addition, Customer will be responsible to defend, indemnify and hold harmless (including reasonable attorney's fees) Salson from any claim by any other party for damage to their shipment as a result of it being so held.

ITEM 14. SHIPPER'S LOAD AND COUNT DELIVERIES

If, at the time of pick-up or delivery of goods, a Salson driver is not permitted to access the dock or loading platform to verify freight count the shipment shall be considered "shipper's load and count" without any need for designation on the bill of lading, Salson will be released from any and all liability for shortages or damage.

ITEM 15. SEVERABILITY AND WAIVER

If any provision of these terms and conditions, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this rules shall not be affected thereby but shall remain in full force and effect.

Salson's failure to require strict compliance with any provision of these terms and conditions shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of these terms and conditions. Salson's failure to assert any additional or accessorial charges contained herein shall not be a waiver of its right to seek recovery of those charges at any time or to assert those charges on future services.

These terms and conditions shall be binding upon the Customer's heirs, executors, successors and assigns and contain the sole agreement governing services with Salson in the absence of any governing transportation contract.

ITEM 16. FORUM SELECTION

In the event that Customer or Salson are required to file suit for any breach of Services, including all claims for loss or damage to goods, Customer and Salson agree that all actions shall be brought in the Federal

Courts of the State of New Jersey, Newark Vicinage or State of New Jersey, County of Essex and that Customer and Salson will be subject to the personal jurisdiction of those Courts.

ITEM 17. CANCELING ORIGINAL AND REVISED PAGES

Unless otherwise provided, amendment or cancellation of any item in these rules or rates will be made by amendment showing a new effective date. Any revised item cancels any item bearing the same item number.

ITEM 18. REFERENCE TO RULES OR PORTIONS THEREOF

Wherever reference is made in these rules such reference also includes all future reversions, supplements and /or reissues.

ITEM 19. RATES STATED PER HUNDRED WEIGHT

Except as otherwise specifically stated, rates and charges are stated in cents per one hundred lbs.

ITEM 20. FRACTIONS

In determining any rate or charge, fractions of less than one-half cent will be dropped, and fractions of one-half cent or more will be increased to the next whole cent.

ITEM 21. HOLIDAYS

Where the term "holiday" is used in these rules or any other document governed by these rules the term shall mean the following days:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

ITEM 22. UNNAMED POINTS

Shipments consigned to any point for which a rate is not named shall be rated to the next distant point for which a rate is named.

ITEM 23. CHARGES FOR REQUESTS FOR DOCUMENTATION

When the customer or payer of the freight charges requests any documentation as a prerequisite to payment or requires documentation to be remitted for any other reason, a charge of \$5.00 for each document or copy will apply. This shall include, but shall not be limited to, warehouse receipts, bill of lading, freight bills, statements, proofs of delivery, inventories, or manifests.

The preparation by Salson of any forms requiring itemization, listing or description of single or multiple freight bills, for submitting with freight bills or statements of charge will be subject to a charge of 50 cents per line itemization, listing or description (or portion there) subject to a minimum charge of \$5.00 per page, per copy.

EDI or electronic billing or funds transfer. Each party shall be responsible for the retention of records relating to documents transmitted. No party shall be required to retain electronic files or records of

documents transmitted by the other party for any period of time. Request for shipment information retransmissions electronically, via e-mail or via mail (hard copy) will be assessed as per shipment charge of \$3.00 (this includes but is not limited to, bill of lading, freight bills, statements, proof of delivery, etc.).

ITEM 24. NON-APPLICATION OF DISCOUNTS FOR NON-ACTIVITY OR STRIKE/WORK STOPPAGE

Customer-specific pricing is automatically cancelled and deleted without notice if there are no services provided during any consecutive 90-day period. Cancellation includes (but is not limited to) all discounts, special contracts or rates, incentive, or accessorial exceptions. Subsequent services are subject to full current rates in effect at the time of the service with no discount application.

In the event of a strike or work stoppage by any third party service provider, all Customer-specific pricing relative to the service provided is cancelled and Customer will subject to full current rates in effect at the time of the service with no discount application.

ITEM 25. IMPRACTICABLE OPERATIONS

Nothing in these rules shall require Salson to perform pickup or delivery service at any location from or to which it is impracticable to operate a highway vehicle because of:

1. the condition of roads, driveways, alleys, or approaches there to, or
2. inadequate loading or unloading facilities.

When requested by customer, consignor, consignee, or owner of shipment that Salson's equipment leave roadways or highways for the purpose of loading or unloading, any damage done to Salson's equipment resulting from such loading, unloading, towing, pushing, or winching, shall be at the expense of the party which made the request.

On shipments picked up delivered at a place not located on roadways or highways Salson will not be responsible for any loss or damage to any property or lading including, but not limited to ground surface buildings, or landscaping.

If it is necessary to transfer load from the original transporting vehicle to another transport vehicles, the shipment will be assessed additional charges at the customary rates of Salson for the services requested, but not less than \$250.

ITEM 26. AIRPORT/PIER/CONTAINER STATION CHARGES

An additional charge of \$75.00 per shipment will apply when shipment is picked up or delivered to an airport, pier or container station.

ITEM 27. PICKUP OR DELIVERY TO A GOVERNMENT FACILITY

An additional charge of \$7.25 per 100 lbs or a minimum charge of \$54.00 per shipment will apply when shipment is picked up or delivered to a government facility.

ITEM 28. ADVANCING CHARGES

An additional charge will be assessed for advancing charges for piers, wharfs and other advances in the amount of 5% of the amount advanced, subject to a minimum charge of \$10.00 per shipment.

ITEM 29. PICK-UP OR DELIVERY SERVICE TO A RESIDENTIAL LOCATION

If requested to perform a pick up or delivery at a private residence, an additional charge of \$3.90 per 100 lbs, subject to a minimum charge of \$45.00 will apply

Private residence shall include apartments, camps, and other points not open to the public for commercial purpose, including businesses operated out of private residence.

The charge or charges provided for in this Item shall apply separately for pickup and delivery, and unless the bill of lading (shipping order) is specifically endorsed to show prepayment of all charges the charges described here shall be collected from the party whose location is subject to the additional charge.

ITEM 30. PERMITS/TOLLS/FEEES

Any tolls or fees paid to any federal, state, or municipal government authority for special permits as may be required in connection with movements, along with such expenses in connection therewith, including but not limited to long distance telephone calls or telegraphic expense will be added to the charges. Receipt showing payment of these charges will be attached to Salson's invoice bill, and a \$12.00 service charge will be assessed in addition to all other charges.

When services are required to be made to the following locations:

Nantucket & Martha's Vineyard, Mass. Zip Codes: 02535, 02539, 02552, 02554, 02557, 02564, 02568, 02573, 02575, and 02584.

Block Island, Rhode Island Zip Code: 02807.

Shelter Island, NY Zip Code: 11964-65

Customer shall be responsible for any tolls or fees paid to any federal, state, or municipal government authority for ferry transport as may be required in connection with movements Receipt showing payment of these charges will be attached to Salson's invoice bill.

ITEM 31. CONGESTION CHARGE

An additional charge of \$275 will be made on every shipment tendered for delivery in New York Zip Codes 100-108, 110-119

ITEM 32. PICKUP OR DELIVERY SERVICE AT CONSTRUCTION OR WRECKING SITES

When Salson is requested or required to pick up or to deliver a shipment from or to a construction or wrecking site, a charge of \$2.62 per 100 lbs will be assessed, subject to a minimum additional charge of \$26.20

Shipments consigned to contractors at construction or wrecking sites will be delivered to such job site whether or not the consignee's representative is on hand to receive the shipment unless Salson has been given specific instructions, prior to the acceptance of the shipment, that a specific individual must sign for the shipment.

ITEM 33. PICKUP OR DELIVERY SERVICE AT EXPOSITIONS OR CONVENTIONS CENTER

When Salson is requested or required to pickup or to deliver a shipment from or to an exposition center or convention center, no discount, discounted rate, commodity rate (including mileage rates), exceptions rate, or Freight All Kinds rating shall apply in determining freight charges. Charges shall be assessed and collected on the basis of 10 percent (100%) of the base rate named herein.

ITEM 34. PICK UP OR DELIVERY SERVICE AT A CORRECTIONAL FACILITY

When Salson is requested or required to pick up or deliver to a correctional facility, a 25% surcharge of the total net freight charges will be assessed in addition to all other charges, subject to a minimum additional charge of \$50.00

ITEM 35. FUEL SURCHARGE MINIMUM

A fuel surcharge minimum of \$14.95 will apply on every shipment which is being transported by Salson.

ITEM 36. INSIDE DELIVERY CHARGES

If requested to perform an inside delivery, a charge of \$5.64 lbs will apply, with a minimum charge of \$50.00 and a maximum charge of \$600.00.

ITEM 37. STOPPED AND HELD IN TRANSIT CHARGES

When goods are stopped and held pending final delivery appointment, or are otherwise held at the request of Customer, shipper or consignee an additional charge of \$5.00 per pallet per day will be applied.

ITEM 38. NOTIFICATION PRIOR TO DELIVERY/SCHEDULED DELIVERY

When a bill of lading or shipper's order bears a notation requesting Salson to notify consignee prior to tender of delivery by any means, including scheduling an appointment for delivery, an additional charge of \$15.00 per shipment will apply.

Where consignor's or consignee's operating practices require Salson to schedule pickup or delivery times, or where pickup or delivery is subject to any restriction or limitation requiring notification or scheduling an appointment by Salson prior to the arrival, an additional charge of \$15.00 per shipment will apply.

ITEM 39. PRE-PULL OF CONTAINERS FROM PIERS

When customer requests that Salson remove a loaded container from any pier the day before delivery to the consignee, customer shall pay a charge of \$75.00, along with any per diem charge of the steamship line.

ITEM 40. LIFTGATE SERVICE-MAXIMUM SHIPMENT SIZE AND CHARGES

An additional charge of \$75.00 will apply on shipments when shipper or consignee requests that a power lift gate be used at time of pickup or delivery.

When Salson is requested or required to provide lift gate service for any shipment or portion of a shipment, the consignor shall not tender more than 10 pallets on a single shipping order (memorandum) or bill of lading.

Where consignor tenders as a single shipment:

1. Any quantity of goods loaded on 11 pallets or more of a standard size, or
2. A quantity of goods requiring greater floor space than is available on the truck (or trailer) dispatched to pickup freight:

Salson shall divide the shipment, and issue a separate bill of lading (or corrected bill of lading) for each 10-pallet lot or portion thereof tendered. Freight charges shall be computed with respect to each separate 10 pallet lot or portion thereof for that quantity of freight comprising each lot (or portion thereof).

Where lift gate service is requested or required for a quantity of freight in excess of that which may be loaded practically on the pickup vehicle, Salson shall be under no obligation to accept, handle, transport, deliver, or rate the entire quantity of freight as a single shipment.

ITEM 41. SHIPPING TO SALSON

Customer agrees not to ship goods to Salson as the named consignee. If, in violation of this agreement, goods are shipped to Salson as named consignee, Customer agrees to notify carrier, with copy of such notice to Salson, that Salson is acting as a warehouseman and has no beneficial title or interest in such property. Customer further agrees to indemnify and hold harmless Salson from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. Customer further agrees that, if it fails to notify carrier as required by the preceding sentence, Salson shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury, or damage of any nature to, or related to, such goods.

ITEM 42. TENDER OF GOODS TO SALSON

All shipments shall be delivered to Salson marked and packaged for proper handling. Customer shall furnish at or prior to such tender, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

ITEM 43. STORAGE PERIOD AND CHARGES

Ordinary storage charges are billed in advance on the first day of each month. All other charges will be billed in accordance with the customary practice of Salson.

ITEM 44. TRANSFER, TERMINATION OF STORAGE BY SALSON, REMOVAL OF GOODS FROM SALSON FACILITY

Instructions to transfer goods held for storage on the books of Salson are not effective until delivered to and received by Salson, and all charges up to the time transfer is made are chargeable to the Customer of record. If a transfer involves re-handling the goods, such re-handling will be subject to a charge at Salson's standard rates.

Salson reserves the right to move, at its expense, 14 days after notice is sent by mail, or facsimile or electronic mail to the Customer, any goods in storage from the Salson facility in which they may be stored to any other of its Salson facilities. Salson will store the goods at, and may without notice move the goods within and between, any of the warehouse buildings which comprise its warehouse complex.

If as a result of a quality or condition of the goods which Salson was not placed on written notice of at the time the goods were tendered to Salson, the goods are determined by Salson to be a hazard to other property or to the warehouse or to persons, Salson may sell the goods at public or private sale, without advertisement, on reasonable notification to all persons known to claim an interest in the goods. The sale will not occur until at least fifteen (15) days after notice to Customer, unless the goods are perishable. If the goods are perishable the sale may occur immediately upon notice to the Customer. If Salson, after a reasonable effort is unable to sell the goods, or can not complete a sale, it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale, or return of the goods, Salson may remove the goods from the warehouse and shall incur no liability by reason of such removal.

Customer agrees that when Salson releases goods to Customer or its authorized representative, including any common carrier or bailee engaged by Customer, that Salson will have no further obligation or responsibility to Customer or for the goods. A signed receipt to Salson without exception as to loss or damage shall be conclusive evidence that the goods were not lost or damaged while in the possession of Salson.

Customer agrees that goods which have been cleared by U.S. Customs for release must be picked up within 30 days unless alternative arrangements for storage are made with Salson Goods not picked up by Customer within thirty (30) days shall be deemed abandoned and subject to the provision set forth below.

ITEM 45. RIGHT TO LIEN

Salson shall have a lien upon any and all goods tendered to Salson by Customer for any and all charges for services, and costs incurred in the preservation of property, and for all charges and expenses for notice and advertisement of sale and the sale of the property where Customer has defaulted on its obligations to Salson or has otherwise breached the terms and conditions of its agreement with Salson. This lien may be enforced at any time by public or private sale of the goods in accordance with the provisions of the Uniform Commercial Code without judicial hearing.

ITEM 46. HANDLING FOR STORAGE AND EXTRA SERVICES

Salson's handling charge covers the ordinary labor involved in receiving goods at the door of Salson's facility, placing goods in storage, and returning goods to warehouse door.

Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge at the agreed upon rates. Additional expenses incurred by Salson in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or trailers or other containers not at Salson's facility door will be charged to the Customer at the customary rates.

Warehouse labor required for services other than ordinary handling and storage will be charged to the Customer at the customary rates of Salson

Salson shall not be liable for demurrage or detention, delays in unloading inbound cars, trailers or other containers, or delays in obtaining and loading cars; trailers or other containers for outbound shipment unless Salson has failed to exercise reasonable care.

ITEM 47. DELIVERY REQUIREMENTS FROM SALSON FACILITIES

No goods shall be delivered or transferred from a Salson facility, (subject to Item 44) except upon receipt by Salson of complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, Email, or similar communication. However, when no negotiable receipt is outstanding, goods may be delivered upon instruction by telephone in accordance with a prior written authorization for oral notice, but Salson shall not be responsible for loss or error when oral instructions are furnished.

When Customer requests goods from a Salson facility a reasonable time shall be given Salson to carry out the applicable instructions, and if unable to do so because of acts of God, war, public enemies, seizure under legal process, riots and civil commotion, or any reason beyond Salson's control, or because of loss or destruction of goods for which Salson is not liable, or because of any other excuse provided by law, then Salson shall not be liable for failure to carry out such instructions.

ITEM 48. LIABILITY AND LIMITATION OF DAMAGES

A. ALL SERVICES OTHER THAN TRANSPORT

In consideration of the rate charged, it is agreed that the liability of Salson for all services, other than while actually transporting shipments, shall be that of an ordinary bailee. Salson shall undertake to exercise reasonable care in providing services. Salson is not an insurer of the goods and will be liable only for loss or damage caused by its failure to exercise reasonable care in providing the requested services. Customer acknowledges that it should maintain its own insurance on its goods for loss or damage while in the possession of Salson and that such insurance shall be for the benefit of Customer and Salson.

In the event that Salson fails, for any reason, to exercise reasonable care in providing the services requested, Customer agrees that the liability of Salson shall be limited to \$.50 cents per pound not to exceed \$500 per total shipment or warehouse receipt, whichever is less, unless a higher value is declared by the Customer at the time of acceptance by Salson of the goods and rates for increased valuation paid by Customer in accordance with the standard rates of Salson.

Where damage occurs to goods, for which the Salson is not liable, the Customer shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental cleanup and site remediation resulting from the loss or injury of goods.

B. TRANSPORT SERVICES

In consideration of the rate charged, it is agreed that the liability of Salson for transport services shall be that of a common carrier, as set forth in the Bill of Lading in Item 52.

It is further agreed that the liability of Salson shall be limited to \$.50 cents per pound not to exceed \$500 per total shipment on one bill of lading unless a higher value is declared by the Customer prior to receipt of the goods by Salson and rates for increased valuation paid by Customer in accordance with the standard rates of Salson. If a value to be declared by the Customer is in excess of \$500,000, then Customer must notify Salson, in writing, 24 hours prior to receipt of the goods by Salson

Customer acknowledges that it should maintain its own insurance on its goods for loss or damage while in the possession of Salson and that such insurance shall be for the benefit of Customer and Salson.

Where damage occurs to goods, for which the Salson is not liable, the Customer shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental cleanup and site remediation resulting from the loss or injury of goods.

The limitations contained in the Item 48 shall expressly apply to Custom Examination Inspections as referenced in Item 11.

ITEM 49. LIABILITY FOR CONSEQUENTIAL DAMAGES

Salson shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind for any services it provides and will not be responsible for any administrative expenses incurred in presenting a claim for loss or damage to a shipment.

ITEM 50. LIABILITY FOR MISSHIPMENT

If Salson mis-ships or mis-delivers goods, through the sole fault of Salson, it shall pay the reasonable transportation charges to redeliver the goods, up to \$500. If the consignee fails to return the goods, Salson's maximum liability for the lost or damaged goods will be as set forth in Item 48. In no event will Salson be liable for any associated costs, damages, charge-backs or expenses.

ITEM 51. LIABILITY FOR MYSTERIOUS DISAPPEARANCE

Salson shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods from a Salson facility unless Customer establishes such loss occurred because of Salson's failure to exercise the care required of Salson in item 48 for non-transportation services and merchandise shortages are more than 10% of goods received by Salson in one year. Salson shall be entitled to offset any overage on other items which are held for the account of Customer. Customer agrees that in no event will any shortage will constitute conversion in the absence of evidence that the goods were actually converted by Salson.

ITEM 52. BILLS OF LADING

All pricing agreements, pricing proposals or quotations offered by Salson for transportation are conditioned on the use of the Uniform Straight Bill of Lading set forth below:

UNIFORM STRAIGHT BILL OF LADING									
						Carriers Pro No. _____			
ORIGINAL—NOT NEGOTIABLE				Shipper's Bill of Lading No. _____					
						Consignee's Reference/PO No. _____			
Name of Carrier _____				Carrier's Code (SCAC) _____					
RECEIVED, subject to individual determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classification and rules that have been established by the carrier and are available to the shipper, on request:									
From _____			Date _____						
Street _____		City _____		County _____		State _____ Zip _____			
the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.									
Consigned to _____									
On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name.									
Destination Street _____									
City _____		County _____		State _____		Zip _____			
Delivering Carrier _____				Trailer _____					
Additional Shipment Information _____									
Collect on Delivery \$ _____			and remit to _____		C.O.D. charge _____				
Street _____		City _____		Zip _____		to be paid by Shipper † Consignee †			
Handling Packages		Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)				Weight	Class or	Cube	
Units No. Type	No. Type	HM					(Subject to Correction)	Rate Ref. (For Info. Only)	(Optional)
†Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations Note (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: *The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____. NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B). Note (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.									
						Freight charges are PREPAID unless marked collect. CHECK BOX IF COLLECT †			
						FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statements: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges. _____ (Signature of Consignor)			
Notify if problem enroute or at delivery (for information purposes only)									
Name _____			Fax No. _____			Tel. No. _____			
Send freight bill to _____									
Shipper Company Name _____		Street _____		City _____		State _____		Zip _____	
Per _____				Carrier _____					
Per _____				Date _____					
Shipper Certification This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.				Carrier Certification Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle.					
Per _____ Date _____				Per _____ Date _____ Package Nos. _____					

RULES

UNIFORM BILL OF LADING TERMS AND CONDITIONS

Sec. 1. (a) The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carder shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carder shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carder shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day, following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for

the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carder at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carder against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

When a bill of lading form is tendered by the customer or shipper at the time of tender of the goods to Salson, the signature of a Salson employee on the bill of lading or other receipt only acknowledges receipt of the freight and any terms on that document which are contrary or in addition to the terms of the bill of lading contained herein are not applicable.

ITEM 53. BILLS OF LADING - Corrected

Requests to corrected Bills of Lading to change the freight charge collection status from prepaid to collect will not be accepted once the shipment has been delivered.

A corrected Bill of Lading to change the original transportation contract from PREPAID TO COLLECT will NOT be accepted if SECTION 7 (non-recourse clause) of the corrected Bill of Lading has been signed by the consignor.

Prior to delivery of a shipment, changes in the collection status (prepaid or collect) of freight bill will be permitted upon receipt of a corrected bill of lading or other written instructions from the shipper. There will be a charge of \$15.00 per bill of lading for any change request

Changes in the description or weight will be permitted when Sal Son is presented satisfactory proof (such as original invoice and descriptive literature) that the original bill of lading or delivery receipt was in error. There will be a charge of \$15.00 per change request.

ITEM 54. CORRECTIONS TO SHIPPING INSTRUCTIONS OR DESCRIPTION OF FREIGHT

Salson not be required to accept or honor any correction or amendment to cosigner's shipping instructions (shipping order, shipper's memorandum, or bill of lading) after delivery unless:

1. the request, correction, or amendment is received by Salson within 30 days from the date the original bill of lading is issued, and
2. Salson can verify after its independent investigation that the correction, amendment, or circumstances forming the basis of the request are accurate.

ITEM 55. RECONSIGNMENT OR DIVERSION

Requests for reconsignment must be made in writing or confirmed in writing. Salson must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Salson will not accept disposition instructions printed on the Bill of Lading, Shipping label or Container as authority to re-ship, return or reconsign a shipment.

Salson will make every effort to execute a request for reconsignment, but will not be responsible if such service is not affected.

All charges applicable to the shipment, whether accrued or accruing must be paid or guaranteed to the satisfaction of Salson before reconsignment will be made.

Only entire shipments, not portions of shipment, may be reconsigned.

An order for reconsignment of a shipment moving under a Negotiable Bill of Lading will not be considered valid, unless and until the original Billing of Lading is surrendered for cancellation, endorsed or exchanged.

Instructions for reconsignment of COD shipments will be accepted only from the consignor.

On LTL shipments request for reconsignment will be charged an additional fee of \$30.00 plus the rate to the reconsigned destination based upon spot quote.

On TL shipments request for reconsignment shall be \$150 per request, plus \$1.50 per mile from original destination to reconsigned destination.

ITEM 56. OUTBOUND COLLECT PROVISIONS

All outbound collect traffic will first be subject to the terms of the consignee's discount program with Salson. If the consignee does not have established pricing in effect, the shipper's outbound collect provisions will apply.

ITEM 57. PICKUP AND DELIVERY- GENERAL RULES

Except as otherwise provided rates include one pickup at point of origin and one delivery at point of destination. Points of origin and destination include all points within the limits of the cities, towns, or villages from or to which rates apply.

The term "pickup" means the service performed by Salson in taking possession of and transporting freight from a platform, doorway, or shipping room at a warehouse, factory, store, place of business, or residence. The freight must be so situated as to be directly accessible to Salson's vehicle and immediately adjacent thereto. The placing of freight in such accessible position must be arranged by the consignor without assistance from Salson.

The term "delivery" means the service performed by Salson in transporting freight to, and surrendering possession thereof, at a platform, doorway or receiving room of warehouse, factory,

store, place of business, or residence. Freight unloaded from Salson's vehicle shall be deposited upon the platform, floor, ground, or pavement at a point directly accessible to such vehicle and closely contiguous thereto and there left by Salson

See item63 for provision governing the handling of freight not adjacent to Salson's vehicle.

Unless the bill of lading is noted to the contrary, a delivery receipt shall be signed by consignee or consignee's agent or contractor (Subject to Item32 on delivery to construction sites) shall constitute delivery of the goods without shortage or damage. In the event consignee or consignee's agent or contractor fails or refuses to acknowledge receipt in writing, Salson may accomplish same by signing the delivery receipt while at the delivery point, and such signing shall be binding upon the parties to the bill of lading.

**ITEM 58. LOADING BY CONSIGNOR- UNLOADING BY CONSIGNEE –
 REQUEST DRIVER ASSISTANCE- LUMPER SERVICE**

Shipments must be loaded by the consignor and unloaded by the consignee. If driver is required to load or unload an additional charge of \$150 for each load or unload will be charged to customer. If driver is required to assist or operate a pallet jack an additional charge of \$75 will be charged to customer. If lumper service is required customer will be billed at actual cost plus \$25.

ITEM 59. SORTING, SEGREGATING, OR MARKING OF FREIGHT

Where consignor, consignee, or other person responsible for freight bill payment requests banding, counting, labeling, marking, sorting, segregating, separating, tagging, weighing wrapping, or other handling or holding of freight, not otherwise contracted for, Salson will perform such additional services where facilities permit at a charge of 150 cents per 100 pound in addition in addition to all other rates and charges subject to a minimum additional charge of \$15.00 per shipment.

A charge of .65 per piece, package or other will be assessed to sort and segregate freight. A minimum charge of \$18.00 will apply and a maximum charge of \$225.00 will apply

ITEM 60. LIGHT AND BULKY FREIGHT

On shipments of light or bulky nature, or unusual shape or size that occupy the full available loading space of the truck, or which because of their nature must be loaded in a manner that precludes additional loading of other freight without danger to any lading or equipment, charges will be computed on the basis of the truckload rate at the truckload minimum weight corresponding to the shipment but not less than the truckload rate for 40,000 pounds.

On LTL shipments tendered from one origin to one destination that occupy 20 feet or any greater portion of a 45 foot trailer, charges will be assessed on the basis of minimum weight of 10,000 pounds or actual weight, whichever is greater.

ITEM 61. MINIMUM CHARGE BASED ON CUBIC CAPACITY AND DENSITY

Light density shipments are defined as any LTL quantity of freight occupying 7 50 cubic feet of space as loaded in carrier's trailer and have an average density of six (6) lbs per cubic foot or less (See Note 1)

Light density shipments shall be subject to a minimum charge per shipment determined on the basis of the "calculated weight" of the shipment in lieu of the actual weight of the shipment subject to Notes 2, 3 and 5.

The calculated weight of a shipment shall be determined by multiplying the number of cubic feet occupied by the loaded shipment times the factor of six (6) lbs. Per cubic fraction thereof.

The minimum charge shall be determined by rating the calculated weight of the shipment at the Class 77.5 rate. Provide that no discount shall apply in determining minimum charges under this item (See Note 4).

Where consignor does not specify the cubic capacity (cubic measure) for any shipment subject to this Item, carrier may do so. The cubic capacity, calculated weight, and actual weight shall be shown on the freight bill.

Note 1- To determine the cubic feet of space occupied by any LTL shipment, apply the provisions of item _____ in the governing classifications (See Item _____). The height (vertical measurement) of any loaded shipment shall be deemed 84 inches when no other freight can be stowed securely on top of the shipment because of the packaging configuration or lack of packing, the nature of the article shipped, or the consignor's shipping instruction.

Note 2- This Item shall not apply to Capacity Loads (Item 390) or shipments subject to control and Exclusive Use of Vehicle rules (Item 71).

Note 3- The minimum charge specified in this Item shall not apply to shipment subject to rates determined per vehicle or stated fraction thereof, per mile, per pallet, per container, or per hour.

Note 4- The minimum charge determined by this Item shall not exceed the charge determined by rating the shipment as a truckload.

Note 5- Discounts, loading, or unloading allowances shall not be applicable on Shipments subject to the minimum charge established in this item.

When a shipment is tendered to Salson under a bill of lading or shipper's order marked "Tendered as truckload" or as "40,000 pounds" (or more), rates or charges shall be determined as follows:

The shipment will be entitled to privileges normally afford herein to truckload shipments, and the truckload rate will not alternate with the less-than-truckload rate.

Charges will be computed at the applicable truckload minimum weight, or actual weight if greater,
but not less than 40,000 pounds.

A corrected bill of lading will not be issued nor accepted to remove the truckload application.

If Section 7 of the bill of lading (shipper's order) has been executed, the provisions thereof shall be considered null and void for the purpose of this Item.

ITEM 62. MINIMUM CHARGE-RATE FLOOR-ABSOLUTE MINIMUM CHARGE

Percentage discounts, allowances, or other percentage rate factors will not apply to the extent they operate to reduce revenue due carrier below the amount specified as an absolute minimum charge or rate floor.

Allowances or incentives of any kind will not be calculated off of the rate floor or absolute minimum charge amount.

The rate floor after application of any discount, allowance, or percentage rate factor shall be that specified in the carrier's class rate or commodity (including discount commodity) rate tariff, except as otherwise provided herein.

Except as otherwise provided, the minimum charge for a single LTL shipment from one consignor to one consignee on one bill of lading shall be at the rate applicable per 100 lbs, but in no case less than the minimum charge governed by these rules.

ITEM 63. HANDLING FREIGHT NOT ADJACENT TO VEHICLE -INSIDE DELIVERY OR PICKUP AND SPLIT PICK-UP OR DELIVERY

When requested by Customer, shipper or consignee and operating condition permit, Salson may move any shipment or portion thereof from or to positions beyond the immediately adjacent loading or unloading position defined in Item 63, subject to the provisions of this section.

Service under this Item will be provided to floors above or below the level immediately accessible to Salson's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, or provided without cost to Salson.

Service provided under this Item will assessed a charge of \$3.95 per 100 lbs, subject to a minimum charge of \$35.00 per shipment and a maximum charge of \$243.54 per shipment or per vehicle if more than one vehicle is used to transport the shipment. When shipments are accorded split pickup, split delivery services, or are stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.

The charges provided in this Item will be in addition to all other charges, and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service, except that such charge for shipment moving on government bills of lading will be collected from the U.S. Government.

ITEM 64. DETERMINATION OF ACCESSORIAL SERVICES & RULES ON INTERLINE SERVICE

When the customer requests the accessorial service on the bill of lading, the Origin Carrier's accessorial charges will prevail if it is a prepaid shipment.

When the customer request the accessorial service on the bill of lading, the delivering carrier's accessorial charges will prevail if it is a collect shipment.

In the event accessorial services are requested after the original invoice, the delivering carrier's accessorial charges will prevail.

ITEM 65. APPLICATION OF CLASSES-ARTIFICIAL CONSTRUCTION OF DENSITY TO OBTAIN A LOWER CLASS (BUMPING)

Bumping is not permitted unless agreed to, in writing, prior to the acceptance of freight by Salson. When seeking to bump, a shipper must declare intent to “bump” prior to receipt by Salson and include the following items on the original bill of lading: actual cube, actual weight, density group (sub) embracing the actual density, declared density and declared weight for billing.

ITEM 66. C.O.D SHIPMENTS COLLECTION OF C.O.D SHIPMENTS

Salson may, but shall not be required, to collect C.O.D. amounts in cash or certified funds. Salson shall not be liable for the collection of the C.O.D. amount whenever any of the following conditions apply:

1. When shipper fails to mark the Bill of Lading, Shipping Order, and Packages in compliance with paragraphs (a) and (b) of this Item:
2. When the shipment is not tendered on “Uniform Straight,” “ Straight Bill of Lading-Short Form, “or “Straight” Bill of Lading”.
3. When the letters “COD” or “C.O.D.” are not conspicuously stamped, typed, or written on all Bills of Lading and Shipping Orders.
 - i) immediately before name of consignee; OR,
 - ii) “COD” in red letters at least one (1) inch in height with thickness of stroke 14 inch thick or greater must be stamped on the face of the bill of lading
4. If the shipper fails to file a claim for failure to collect C.O.D. payments within thirty (30) days of the shipment's delivery,
5. a check, bank draft, or money order is received in payment of C.O.D amount or amounts and is subsequently dishonored.
6. When C.O.D. amount is over \$5000.00.

7. When the C.O.D. collection fee is waived.

When Salson does agree to collect C.O.D. amounts only one (1) C.O.D. amount may be shown and may not be subject to change dependent upon time or condition of payment. The name and street and post office address of consignor and consignee must be shown in the space provided for this purpose or in the lower left hand corner of space provided for description of articles, special marks, and exceptions, and contain the following information:

Collect on Delivery, \$_____ and remit to:

Street

City

Zip code

C.O.D. Charge to be paid by:

In addition each package must be plainly marked, labeled, or tagged by consignor showing letters C.O.D. and the name and address of consignor and consignee in accordance with governing classification.

The charges for collecting and remitting the amount of each C.O.D. bill to be collected on shipments consigned C.O.D. will be the responsibility of both the party requesting C.O.D. service and the party responsible for payment of the freight bill, provide that the charge shall only be collected once.

C.O.D. charges shall be in addition to all other applicable charges and shall be determined, based upon the amount to be collected, as follows:

Not over \$350.00 - \$12.00 charge

Over \$350.00, but not over \$500.00 - \$15.00 charge

Over \$500.00, but not over \$750.00 - \$20.00 charge

Over \$750.00, but not over \$1,000.00 - \$28.00 charge

Over \$1,000 - \$28.00 per \$1,000 of COD Amount

C.O.D 's over \$5000.00 will not be accepted. COD's over \$5000.00, if advertently accepted, will be subject to a maximum liability of \$5000.00.

ITEM 67. DETENTION

Detention charges apply when the trailer, container or power unit is delayed or detained (through no fault of Salson) either on the premises of shipper or consignee or as close thereto as conditions permit, including requests by the consignee to leave the noted equipment for unloading.

For TL shipments detention charges shall be:

Trailers/Containers – 24 hours free time, and \$50 each additional 24 hours, or fraction thereof, plus any per diem charges incurred to a third party

Power Unit – 2 hours free time, and \$15.00 per 15 minutes or fraction thereof with a maximum charge of \$360 per day

For LTL Shipments detention charges shall be:

Trailers/Containers – 30 minutes free time for the first 1750 lbs and \$15.00 per 15 minutes or fraction thereof thereafter. Each additional 1750 lbs shall have 15 minutes free time and \$15.00 per 15 minutes or fraction thereof thereafter.

Any equipment dropped at a location at the request of the customer will be the sole responsibility of the customer and customer will be responsible for loss or damage to the trailer or container and any charges incurred by the Salson.

Free time shall begin when Salson's driver notifies a representative of the shipper or consignee of the arrival of the trailer for loading or unloading. Time will end on Completion of loading or unloading and receipt by driver of a signed bill of lading or receipt of delivery.

When the loading or unloading of a vehicle cannot be completed at the end of a normal business day, shipper or consignee may request that the trailer without the tractor remain at its premises or they may request that the vehicle be returned to Salson's terminal. That portion of the shipment in Salson's possessions is subject to storage charges at the customary rates of Salson. The portion of the shipment that is redelivered is subject to a redelivery charge.

Unless the shipper stamps or mark delivery receipt with time of arrival and departure, Salson's records will be used to determine free time.

In the case of multiple shipments received from one shipper or delivered to one consignee at one time in one vehicle, free time will be computed on the aggregate weight of the multiple shipments received or delivered. Where either a single shipment or such multiple shipments exceed the capacity of one vehicle, free time for each vehicle will be computed separately.

ITEM 68. CAPACITY LOADS

A separate bill of lading and shipping order must be used for each truckload shipment and, except as otherwise provided in paragraph (d); in no case may a shipment be tendered as a single truckload where the shipment exceeds the carrying capacity of the vehicle used for pickup.

Except as otherwise provided in paragraph (c) or (d), each truckload shipment will be assessed freight charges based on the applicable truckload rate and minimum weight (or actual weight if greater) but not less than the rate for 40,000 pounds as determined at the 40,000 pound minimum weight. No discount shall apply on rates stated at 40,000 pounds.

Each and every standard truck bearing a capacity will be assessed freight charges based on the actual weight or the applicable truckload minimum weight, whichever is greater.

When a truckload shipment is tendered in excess of the quantity that can be loaded in one standard truck, freight charges on each standard truck will be assessed at the actual weight, but not less than the truckload minimum weight and rate applicable thereto, except that the last vehicle carrying the excess will be assessed freight charges based in its actual weight and at the truckload minimum weight rate applied on the capacity load (Note A).

Note A: A master bill of lading may be issued to cover the entire weight of the shipment, and addition thereof, memorandum bill of lading must be issued covering each truck used to transport the shipment or, in lieu thereof separate bills of lading may be issued covering each truck used. In either case, such bill of lading must show the weight loaded on the truck, as well as the total weight of the shipment, together with proper cross-reference to the master bill of lading, if issued, or reference to a part lot number, or other designation, indicating that each such part lot is part of a single shipment.

ITEM 69. ROADSIDE DELIVERIES

Roadside deliveries will be made without a receipt from the consignee if so directed by the customer or shipper, but only at that party's risk and such shipments must have freight charges fully prepaid. In these instances, the bill of lading must carry the notation:

“Deliver without receipt from consignee.”

There shall be no liability upon Sal Son for any loss or damage to said shipment after such delivery.

ITEM 70. SINGLE SHIPMENT CHARGE

A single shipment of fewer than 500 lbs picked up at one time and place unaccompanied by any other shipment from the same pickup site will be subject to a single shipment pickup charge of \$24.00 in addition to all other applicable charges.

The single shipment charge is not subject to discounts. Salson will notate “single shipment” on all bill of lading copies or the freight bill label sticker when such shipments are tendered.

If a lower total charge results from rating the shipment as 500 lbs, this charge will not apply.

Any single shipment will not be rated lower than the applicable minimum charge plus the single shipment charge or the applicable absolute minimum charge plus the single shipment charge. (See example.)

Example:

AMC	\$79.95	MIN CHG	\$83.21
<u>SS</u>	<u>\$24.00</u>	<u>SS</u>	<u>\$24.00</u>

lowest possible charge: \$103.95

lowest charge: \$107.21

ITEM 71. CONTROL AND EXCLUSIVE USE OF VEHICLES

Exclusive use of vehicle will be allowed on request of the customer for the transportation of a shipment. Charges will be computed at the published rate subject to a minimum of 10,000 lbs at the applicable rate. No discount shall apply to rates or charges used on shipments rated pursuant to this Item.

Each bill of lading or freight bill covering a shipment, for which exclusive use of vehicle is provided, will be marked or stamped as follows:

“EXCLUSIVE USE OF VEHICLE ORDERED BY SHIPPER OR CONSIGNEE”

ITEM 72. SEALING OF TRUCKS

Except as provided under Item 71 Control and Exclusive Use of Vehicles customers will not be accorded the exclusive use of Salson’s vehicles. Salson may, at its option and convenience, remove seals or locks to load and transport the freight of various shippers and receivers in the same vehicle and will not be responsible for any damages incurred as a result of the removal of the seals for any reason.

ITEM 73. EXPEDITED SERVICE- LTL SHIPMENTS

Subject to availability of equipment and upon prior arrangement with Salson at the time service is requested, expedited service will be accorded any shipment subject to the provisions of this item.

The charge for expedited service shall be determined as the sum of two factors, set forth below:

1. the first factor shall be one hundred percent (100%) of the rate determined by the standard rates of Salson to which shall be added,
2. the second factor determined as an hourly charge computed from the time a vehicle is dispatched for delivery from the carrier's terminal until the time the vehicle returns to Salson's terminal at the following rate(s); no discount or allowance will apply to the second factor.

The hourly charge shall be:

Part A- For days other than Saturday, Sunday, or holidays, the additional hourly charge shall be:

\$65.00 per hour or fraction thereof for each straight truck-trailer unit, with driver, and \$35.00 per hour or fraction thereof for additional labor, per man

Part B- For Saturday, Sunday, or holidays, the additional hourly charge shall be:

\$110.00 per hour or fraction thereof for each straight truck or tractor-trailer unit, with driver, and

\$70.00 per hour or fraction thereof for additional labor, per man

ITEM 74. VEHICLES FURNISHED BUT NOT USED

When Salson, upon receipt of a request to pick up a shipment or furnish a vehicle for expedited service or for expedited service or for exclusive use, has dispatched a vehicle for such purpose, and due to no disability, fault of Salson, the shipment is not tendered, or the vehicle is not used, a charge of \$100.00 per vehicle will be assessed.

No charge will be assessed if Salson is notified prior to the dispatching of the vehicle that the shipment will not be tendered or that the vehicle will not be used.

Where Salson and its driver are not notified within 120 minutes of arrival at the point designated for pickup that a shipment will not be tendered, charges in addition to that specified in paragraph (a) of this Item shall apply as follows:

For the first 60 minutes or fraction thereof beyond the initial 120 minute period (free time) for loading \$50.00

For each additional 15 minute period or fraction thereof \$12.50

Charges provide for in this Item shall be assessed against the party making the request for service.

ITEM 75. BILLING- INTERLINE SERVICE

Customers will be presented with one joint- line freight bill.

Prepaid shipments received by Salson and interchanged from a connecting carrier and delivered by Salson to the consignee at the point shown as a Salson direct service point will be invoiced by the connecting carrier direct to the shipper for the full charges

Prepaid shipments received by a connecting carrier and interchanged from Salson and delivered by the connecting carrier will be invoiced by Salson to the shipper for full charges.

Collect shipments received by Salson and interchanged from a connecting carrier and delivered by Salson to the consignee at the point shown as a Sal Son direct service point will be invoiced by Salson direct to the consignee for full charges.

Collect shipments received by a connecting carrier will be invoiced by connecting carrier to the consignee for the full charges. All others will be invoiced by Salson.

Third party bill to shipments for a customer by another customer (excluding payment services) will be treated as a prepaid shipment and will be invoiced by the originating carrier direct to the third party payer for the full charges

ITEM 76. COLLECTION OF CHARGES FOR SERVICES

Payment of Charges and Extensions of Credit

Salson is not required to deliver or relinquish possession of any freight held or transported by it until all rates and charges thereon have been paid. Upon taking reasonable precautions to assure payment of charges will be paid within the prescribed credit period, Salson may elect to extend credit in accordance with the provisions of this Item.

a. Credit Period

1. The credit period begins the day following presentation of charges, which is defined as the date on which Salson transmits the charges to the party responsible for payment of the charges (or any agent or contractor thereof) by any means, including regular mail and electronic transmission.
2. The credit period shall run for 7 calendar days including Saturdays, Sundays, and holidays except that if the 7th day falls on any of the foregoing, the period will extend to the next day which is not a Saturday, Sunday, or holiday (See also Items 167 and 725).
3. On prepaid shipments, Salson shall present all bills within seven (7) working days from the date a shipment is received for transport or the date on which sufficient information to compute applicable charges is received at the billing point.
4. On collect shipments, Salson will present all freight bills within seven (7) working days from the date a shipment is delivered at destination.
5. Working days are defined as days other than Sunday, Saturday, or holidays.
6. The date of payment of charges is defined as the postmark date on which the check, draft, or money order is mailed, except when payment is made by electronic funds transfer, the date of payment shall be the date on which funds are transferred. Checks, drafts, or money orders may not

contain any restrictive endorsement and must be honored upon initial presentation to Salson's bank in order to constitute payment.

7. The time limit for payment shall be shown on the bill or on accompanying document, provided that failure to indicate the correct time limit shall not relieve any party of compliance with Salson's credit rules.
8. The 7 -day credit period will apply to any balance-due, which is present after the original bill has been paid in full.

ITEM 77. THIRD PARTY BILLING

When a party other than the customer, the shipper or consignee is responsible for paying the charges to Salson, that party must place the name and address of the third party (see example) on the bill of lading or other receipt at the time of the tender to Salson:

Example: Bill freight charges to:

XYZ Company
123 main St
Anywhere KS 66000

When a customer request that Salson invoice a third party, the customer is guaranteeing to pay all charges if the third party fails to remit payment.

Shipments subject to the provision of this item will not be accepted if the shipper executes Section 7 of the bill of lading. If a shipment is inadvertently accepted with Section 7 signed, it will not be applicable and the shipper will remain liable for all freight charges.

When the third party shown on the freight bill is the shipper's invoice mailing address or pay/audit agent's address, the freight must move prepaid. When the third party shown on the freight bill is the consignee's invoice mailing address or pay/audit agent's address, the freight must move collect.

When the third party shown is a paying or auditing agency, the responsible pay parties name should be included before the name of the agency (i.e., ABC Supply Company% Agency name) If the bill of lading does not show this information correctly, Sal Son Logistics reserves the right to automatically add the consignee's name before the agency name on a bill.

ITEM 78. COLLECTION OF CHARGES

Payment for services must be received within the time period set in Item 76. Failure to make payment to Salson within this time will result in the termination of the authorized credit period.

In the event shipper does not pay the freight charges within specified credit terms then the consignee will be liable for all charges after acceptance of the shipment. If the shipment is collect, and Consignee refuses to pay the freight charges shipper is fully responsible for all charges for services.

In addition, in the event that payment is not made in accordance with these rules the customer will be subject to any or all of the following:

Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by customer for the services unpaid as well as all future services penalty of above.

A liquidated damage payment of the difference between the discounted rate and non-discounted rate.

Actual attorney's fees, court costs and expenses, an interest at the rate of 18% per annum.

Checks received in payment of charges which are returned to Salson by the bank because of insufficient funds or any other reason not the fault of Salson will be subject to a charge of \$50.00.

Salson reserves the right and duty under:

TITLE 49 CODES OF FEDERAL REGULATIONS

Section (g)(ii)(iv) and U.S.C.A. 13710 (a)(e), the carrier must bill within 180 days of the original billing date. This includes, instances of clear clerical and ministerial error or carrier mailing the freight bill to the wrong address.

ITEM 79. OVERCHARGE CLAIMS-REQUIREMENT FOR PRESENTATION IN WRITING FORM AND METHOD OF PRESENTATION

Salson incorporates by reference the provisions of 49 C.F.R. 1008 as the minimum requirements for presentation and investigation of claims for overcharges, duplicate payments, and over collection of charges. Claims must be presented within the time periods prescribed by law but in no instance later than 180 days from the date of original freight bill presentation.

Short payment or taking credit for any freight bills by any party is not permitted. The only recourse for any party is to file an overcharge claim. In the event a bill is received short paid, a \$25.00 surcharge per bill will apply, and provisions of Item 725 will apply, when applicable.

ITEM 80. OVER DIMENSION FREIGHT

Shipment measuring within the dimensions shown in Column 1 shall be subject to the charges for transport determined in accordance with the percentage factor shown in Column 2 of this item.

<u>Column 1</u> <u>Length</u>	<u>Column 2</u> <u>Factor (Note A)</u>
12 feet or more, but less than 21 feet	125 percent (125%)
21 feet or more, but less than 30 feet	150 percent (150%)
30 feet or more, but less than 40 feet	175 percent (175%)
40 feet or more	Note B

Note A - Percentage factors shown in Column 2 shall be applied to the class rate, commodity rate, minimum charge, or floor that would otherwise be applicable to shipments described in this Item.

Note B - Freight measuring 40 feet or more will not be accepted for shipment, but if advertently accepted, will be subject to a percentage factor of 250 percent (250%)/All other oversized shipments not provided for herein will not be transported

ITEM 81. PROTECTIVE SERVICE

Protection of shipments requiring any protective service, including, but not limited to tarping, heating, cooling or other temperature maintenance will not be furnished unless specific arrangements are made, in writing in advance of tender and request therefore is endorsed on the bill of lading or shipper's order or service instructions by the customer. On import or export shipments, temperature requirements from the Custom's broker will govern. If either labeling or notation on bill of lading is missing Salson will not be liable for failure to provide the protective service. Salson will only be liable to protect against temperature for marks of 32 degrees Fahrenheit or zero degrees Celsius (centigrade) or lower, regardless of instructions.

During circumstances when the temperature drops below 15 degrees Fahrenheit, in effort to protect the freight, Salson reserves the option of keeping freight in a protective environment at a Salson terminal or other third party facility and not putting freight on the street for delivery. This will void any and all penalties and charges due to a next day service failure.

Salson does not maintain heated equipment within our fleets; however, we have facilities capable of storing freezables (i.e.: heated garages, docks areas and insulated trailers). We will accept shipments requiring protection against cold subject to equipment and facility availability.

Protection on freezables, as set forth above, is provided seven (7) days a week while the freight is in possession of Salson.

In the event freight is being held and awaiting disposition from shipper or consignee, Salson Logistics will act solely as a warehouseman and take due care of the freight to protect it from temperature abuse. Freight will be in the care of Salson, however, at Customer's own risk and full liability for damage will rest with the Customer.

A ten percent (10%) surcharge will be applied to the net charges on each shipment requiring protection from freezing on interlined/interchanged shipments with a connecting carrier destined to or originating from Canada.

ITEM 82. RETURNED UNDELIVERED SHIPMENT

All non-perishable freight refused, unclaimed, or undelivered for any reason beyond Salson's control will be returned to Salson's terminal. Consignor will be notified by mail of any such

shipment within 48 hours after return to Salson's terminal. Consignor will be allowed 48 hours free time following the date on which such notification is mailed to furnished disposition instructions. If disposition is not received, shipment will be placed in storage at owner's expense and the liability of Salson shall revert to liability of warehouseman.

All perishable freight refused, unclaimed, or undelivered for any reason beyond Salson's control will be disposed of according to the terms of Section 4 of "Contract Terms and Conditions" of the bill of lading set forth in Item 52.

- a. All shipments returned to Salson's terminal would be subject to the rate or charge for such return movement in addition to the charge for the initial movement to the cosigned destination.
- b. Storage charges are applied for any shipment held at Salson's terminal beyond free time.

If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because Salson cannot locate the consignee or if freight cannot be transported because of an error or omission on the part of the consignor, the shipment will be subject to applicable storage or detention charges and Salson's liability immediately reverts to that of a warehouseman.

ITEM 83. COORDINATION OF RETURN SHIPMENT

When requested by the Customer, and Salson's operating conditions permit, Salson will coordinate and arrange the pickup and delivery of return shipments. All return shipments will be subject to the customary charges of Salson from the point of new origin to the new destination and payment of the charges for the first shipment. Any return requested by the customer from Interline partner's area will be arranged by the customer and will not be the responsibility of Salson.

ITEM 84. STORAGE CHARGES

Shipments that have been refused or shipments that are being held at Salson's terminal for more than 24 hours will be assessed storage charges.

Storage will commence on the first day following expiration of free time, one day, and will continue for each day, Saturdays, Sundays and Holidays included, until Salson is notified of a delivery date.

On LTL, charges of \$1.00 per 100 lbs, per day on the billed weight of the shipment, with a minimum charge per each 24 hour period of \$15.

On shipments subject to truckload rates, the following rates will apply:

First Day	\$ 75.00
Second Day	\$100.00
Third and Each Succeeding Day	\$150.00

ITEM 85. SPOTTING OF EMPTY EQUIPMENT/REPOSITIONING OF EQUIPMENT

Upon request of customer and subject to availability of equipment, Salson will spot empty trailers, reposition empty or loaded trailer at users' facility, or pick up empty trailers subject to an additional charge of \$50 per trailer.

Upon request of customer and subject to availability of equipment, Salson will position trailers at an additional charge of \$1.50 per mile from the nearest Salson facility to the spotting location and back to the nearest Salson facility, subject to a minimum charge of \$150.

ITEM 86. BOBTAIL CHARGES

Customer shall be responsible for all bobtail charges when services are requested in which Salson bobtails the power unit from or to the point of destination. The bobtail fees shall be as follows:

TL shipments:

\$1.50 per mile plus fuel surcharge, minimum \$75

Drayage Shipments

50% of the line haul charge, plus current fuel surcharge

ITEM 87. STOPOFFS

A shipment subject to a minimum weight of 20,000 lbs or greater on one bills of lading on one day may be stopped enroute between origin and final destination to complete loading or to partially unload (but not both loading and unloading) subject to circuitry limitations and all other provisions of this Item.

Arrangement must first be made with Salson prior to tender of any portion of the shipment.

Substitution of other property for that originally loaded or exchanged of contents of the load in any manner is prohibited.

On shipments stopped off for partial unloading, charges shall be based upon the minimum weight, or actual weight is greater, of the entire shipment at the truckload rate applicable from original point of shipment to the point to which the highest rate applies where portion of the shipment is delivered.

On shipments stopped off for partial loading, charges shall be based on the minimum weight or actual weight if greater, of the entire shipment at the truckload rate applicable to the final destination from the point from which the highest rate applies where any portion of the shipment was loaded.

The additional charges for each stop will be \$75.00 for the first stop, \$100 for the second stop, \$125 for the third stop and \$250 for each stop thereafter, except that additional pickups or deliveries within the same plant facility (which will be considered stops under this Item) will be subject to a stop off charge of \$38.00. If shipment is consigned to more than one consignee, all charges must be prepaid.

Stop off is not permitted on shipments consigned "C.O.D." or to be delivered only on shipper's order, or when accompanied by any instructions from consignor requiring the surrender or presentation of the bill of lading, a written order, or requiring other documents as a condition precedent to delivery at stop off points or moving under uniform bill of lading having Section 7 thereof signed.

The bill of lading must show, in addition to the points at which stop off is to be made, the description and weight of the article to be loaded or unloaded and the name and address of the parties who will load or unload at the stop off points. Carrier shall make notation on freight bill showing date, description, quantity, and weight of the articles loaded or unloaded at stop off points.

Stop off privileges apply only on shipments transported on a single tractor-trailer unit, and only one freight bill will be rendered for the entire shipment.

ITEM 88. LOSS AND DAMAGE CLAIMS

For services subject to the jurisdiction of the Interstate Commerce Act, claims for loss or damage must be presented, in writing to Salson within nine months of the date of delivery, or in the case of non delivery, within nine months of a reasonable time for delivery.

For all other services not subject to the jurisdiction of the Interstate Commerce Act, claims persons must be presented in writing to Salson within a reasonable time, and in no event longer than 90 days after delivery of the shipment or notification, oral or written, to the Customer that loss or damage to part or all of the shipment has occurred, whichever time is shorter.

Salson incorporates by reference the provisions of 49 C.F.R. 371.1et seq as to the minimum requirements for presentation of a claim for loss or damage to any goods in the possession of Salson for any services .

For services subject to the jurisdiction of the Interstate Commerce Act, no action may be maintained against the Salson for loss or damage to the shipment unless such action is commenced within two years and one day of a written disallowance, in whole in part, of any claim.

For all other services not subject to the jurisdiction of the Interstate Commerce Act, no action may be maintained against the Salson for loss or damage to the shipment unless such action is commenced within nine months after delivery of the shipment or oral or written notification to the Customer that loss or injury to part or all of the shipment has occurred, whichever time is shorter.

When a shipment is not delivered or there is loss or damage to a shipment, notice may be given to Customer of known loss or injury to the shipment by oral notice, FAX, EDI, Email, regular mail or similar communication.

ITEM 89. HAZARDOUS MATERIALS

In the event Salson is responsible for the clean-up cost involved with hazardous material incident or a non-hazardous material incident, Customer agrees to reimburse Salson for all said costs unless incident is caused solely by the actions of Salson.

Tanks, totes, drum, pails and container of any kind are accepted in apparent good order and with the assumption that the valves, bung, lids, etc. are sealed and secure. Should these open or become loose during possession by Salson, the total loss incurred will be assumed by the customer, including any and all damages to goods of others or equipment of Salson.

ITEM 90. UNCRATED MERCHANDISE

Class rates, exceptions rates, commodity rates (including rates on property, N.O.I., or Freight All Kinds), and rate discount or allowance provisions named herein apply only in conjunction with shipments which are properly prepared for shipment, including all requirements of the governing classification. Where any article is tendered for shipment uncrated, unboxed, unwrapped, not palletized, or otherwise not secured within a container or covering in a fashion to prevent loss or damage while in the possession of Salson, such article is accepted subject to the release valuation provisions of this Item, and the rate shall be determined as 300 percent (300%) of the Applicable rate or minimum charge named from the same origin and destination.

The rate shall not be subject to any percent discount or allowance provision.

In connection with articles named above which are accepted for shipment, rates are subject to consignor's release of said articles to a value not exceeding 10 cents per pound, subject to a maximum value for \$15.00 per shipment. Salson's liability for loss or damage shall be limited to an amount not exceeding the released valuation named in this paragraph regardless of the provisions of Item 48 and in no instance greater than the actual value of the article.

Uncrated, unboxed, unwrapped, unpalletized article otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit are accepted for transportation at customer's risk for loss or damage attributable to the absence of protection.

ITEM 91. REPORTING CONCEALED DAMAGE AND/OR CONCEALED SHORTAGES

When damage or shortage is discovered by the customer or consignee which could not have been determined at the time of delivery, it must be reported by the customer or consignee to Salson immediately upon discovery and a request, in writing, must be made for an inspection by Salson. If more than 48 hours pass between date of delivery of shipment by Salson and the request for inspection by customer or consignee, the customer or consignee shall have the burden of offering reasonable evidence that the loss or damage occurred while the shipment was in the possession of Salson.. While awaiting inspection by Salson, the customer or consignee must hold the

shipping container and its contents in the same condition they were in when damage or loss was discovered.

ITEM 92. RATES AND CHARGES SPECIAL SERVICES-HOURLY RATE

- a. Application of hourly rates shall be made only where specific reference is made to this Item or where special service is requested other than normal carrier operations for which other line-haul rates or charges are not published.
- b. Time shall be computed from equipment's departure from carrier's terminal until return to that terminal.
- c. Minimum charge shall be eight (8) hours.

Application of Rate Columns:

Column 1 – Rates apply during usual business hours. (See Note A)

Column 2 – Rates apply for operations on Saturday, Sunday, holidays, or other than usual business hours

	<u>Column 1</u>	<u>Column 2</u>
Straight truck or tractor trailer unit with driver	\$65.00	\$110.00
Additional labor per man	\$35.00	\$70.00

Note A – Usual business hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday.
(+) –

Rates are stated in dollars and cents per hour of fraction thereof.

ITEM 93. DRAYAGE PROVISIONS

- a. Customer represents and warrants that SalSon's maximum liability for demurrage charges incurred will be capped at a maximum of 48 hours, regardless of party fault/and or ordinary negligence excepting intentional and/or reckless acts, upon the expiration of the applicable free days available. As a result, Customer will indemnify and hold SalSon harmless for any damages, whether monetary or in equity, that result from the aforementioned limitation of liability
- b. Customer represents and warrants that it will indemnify and hold SalSon harmless from any liability, whether monetary or equitable, arising from orders submitted which have less than 4 free days available at the time of order notification. The aforementioned includes but is not limited to demurrage charges
- c. Per Diem and Demurrage will be charged in accordance with the above mentioned provisions. Please note, these charges include administrative fees
- d. Diversion will be applied to containers being returned to a port other than the original pick up port; Ex: pick up at Maher and return to Global
- e. Containers dropped in customer's yard are subject to customer's care, control and custody

f. Fuel Surcharge Based on Salson FSC Matrix. Any Charges not listed above are subject to Salson's Standard Accessorials

g. The Drayage services to be performed by SalSon shall be performed with properly qualified, trained and CDL licensed drivers, as well as with equipment which meets the DOT standards and complies with Federal Safety Regulations.

h. Customer shall defend, indemnify and hold SalSon, its parent company, subsidiaries, affiliates, agents and employees, harmless from all claims, causes of action, liability, damage or loss (including, without limitation, expenses in connection with any claim or suit, such as attorneys' fees, court cost and other expenses) arising directly or indirectly in any manner out of (a) any claim, whether private or governmental, for personal injury or death or for loss or damage to person, property, equipment, cargo or vessels or otherwise (including without limitation any claim based on product liability), arising out of or incident to the manufacturer, ownership, selection, possession, leasing, operation, control, use, storage, loading, unloading, moving, maintenance, delivery or return of any Chassis and (b) any forfeiture, seizure or impounding of, or charge or lien imposed or asserted against any Chassis.

i. SalSon shall not be liable to Customer or any other person for any failure or delay in the performance of any obligation due to events beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, sabotage, riots, civil disorder, strikes, lockouts, labor disputes, labor shortage, work stoppages, transportation embargoes or delays, failure or shortage of materials, supplies or equipment, failure of suppliers to deliver as requested failure of repair facilities to finish repairs, acts of God, and acts of regulations or priorities of any government or its branches or agencies. Under no circumstances shall SalSon be liable and Customer hereby waives any claim against SalSon for any lost profits or for special, consequential or exemplary damages, including, without limitation, damages to cargo, even if SalSon has been advised of the possibility of such damage. Customer represents and warrants that upon containers/equipment being dropped off in Customer's yard and/or property, said containers/equipment are subject to Customers care, custody, and control. As such, Customer agrees to hold SalSon harmless for any damage to the aforementioned equipment upon dropoff. In the event there are any conflicts between the provisions/statements of this Agreement and the Chassis Agreement, this Agreement shall supersede and the provisions/statements in this Agreement shall control