

WILSON LINES, INC.

MC 167463

TARIFF GOVERNING RULES, REGULATIONS AND SCOPE OF OPERATIONS

APPLICABLE ON SHIPMENTS
BETWEEN POINTS IN THE UNITED
STATES, CANADA, and MEXICO
and INTERMODAL SHIPMENTS

This Tariff Applies on International, Interstate, and Intrastate Traffic.

EFFECTIVE: January 1, 2017

Issued by:

Milan Milojevic
President
Wilson Lines, Inc.
2131 Second Ave.
Newport, MN 55055

SECTION 1 – GENERAL TERMS

ITEM 100

BILLS OF LADING

The terms and conditions of the Standard Truckload Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only.

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STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS

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

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, or resulting from a defect or vice in the property.

§ 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented 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 amount to be recovered, whether or not such loss or damage occurs from negligence.

§ 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine months after delivery of the property or in the case of failure to make delivery within 9 months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of 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 avoid the policies or contracts of insurance. Provided, That the carrier reimburse the claimant for the premium paid thereon.

§ 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be stored in a public or licensed warehouse at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

§ 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

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

§ 7. (a) The consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

§ 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 to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

§ 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.

(b) If all or any part of said property is carried by water, and the loss is carried by water and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water.

PC Miler by ALK

PC Miler

Rules

Wilson Lines, Inc.

Carrier Tariff

Note A – When an item is published in this tariff covering the same service as an item published in a tariff mentioned in this item, such item published herein, to the extent of its application, will apply in lieu of the items published in tariff's mentioned in this item.

ITEM 130

INTERSTATE VS. INTRASTATE

The rules set forth in this Circular shall apply to all shipments handled by Carrier regardless of the origin or destination.

ITEM 135

MILEAGE GUIDE

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Shipper utilizing the most recent edition of the following mileage guide:

PC Miler Practical

ITEM 140

NON APPLICATION OF TARIFF

Where Carrier has published a specific tariff for a shipper, the terms of that pricing/tariff shall apply in lieu of this tariff.

ITEM 145**NOTICE AND AMENDMENTS**

Upon written request, Carrier will provide its customers and shippers with copies of all applicable rules and rates. Rules and accessorial charges are available upon request to Carrier.

ITEM 150**OPERATING AUTHORITY**

Carrier has 48 state irregular route authorities within the United States. Copies of the operating certificate are available upon request.

ITEM 155**PARTICIPATING CARRIERS**

Motor carriers party to this tariff are shown below:

SCAC	Carrier Name And MC Number
_____	Wilson Lines , Inc. 167463

ITEM 160**RATES AND SCHEDULES**

The rules published herein are applicable to all shipments transported by Carrier unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b). Rates and schedules may be published in rate catalogues, on a shipper specific basis or pursuant to a spot market rate quotation.

ITEM 165**REGULATED VS. EXEMPT**

The rules set forth in this Circular shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by 49 U.S.C. § 14706 (the Carmack Amendment), or, where applicable, the Carriage of Goods by Seas Act (COGSA).

ITEM 170**WAIVER**

Carrier's failure to enforce the terms of this Tariff shall not be a waiver of the Carrier's rights to do so in the future.

ITEM 175**CONSENT TO JURISDICTION**

Unless the Carrier and purchaser of carrier's services have previously agreed in writing to proceed otherwise, the Carrier and the purchaser of carrier's services consent to the exclusive personal jurisdiction of the State and Federal Courts applicable to Washington County, Minnesota for filing all civil actions arising out of the transportation services performed, or to be performed by Carrier. To the extent not inconsistent with federal statutes, regulations, or common law, this Circular, all other contractual agreements between Carrier and the purchaser of carrier's services, and all rights, duties, and obligations between Carrier and the purchaser of carrier's services shall be governed by the law of the State of Minnesota, without regard to its choice of law provisions.

SECTION 2- OPERATIONS

ITEM 200

APPLICATION OF CIRCULAR

Each provision of this rule circular shall apply to each transportation agreement entered into by carrier unless expressly waived in a signed, written agreement.

ITEM 205

APPOINTMENTS/PICKUP & DELIVERY TIMES

Pick-ups and deliveries shall be during customer's normal business hours. Appointments shall be made at no charge. Carrier shall not be liable for late deliveries or un-kept appointments. Consignee shall facilitate prompt unloading in the event of missed appointments.

ITEM 210

COMMODITY LIMITATIONS

Carrier does not provide service related to transportation of jewelry, objects of art, currency, documents, and items of unusual value or rare metals. Carrier provides temperature controlled service only when specifically requested by Shipper and agreed to by Carrier. Unless an agreement for temperature controlled service is made with Carrier, Shipper may not attempt, through internal packaging or otherwise, to ship temperature sensitive freight through Carrier. This includes packing freight in containers or dry ice or any other attempt to transform non refrigerated service into temperature controlled service.

ITEM 215

CONVENIENCE INTERLINING

In order to provide the most efficient, economical service to the shipping public, Carrier will utilize the service of the other named carriers participating in this tariff to achieve the transportation service required for tendered shipment, EXCEPT if bills of lading covering tendered shipments are noted by shippers that "convenience interlining not applicable", convenience interlining will not be utilized. Interchange of freight of service will be at points common to the authorized service of Carrier. Shipments accorded "convenience interlining" shall move on the bill of lading of Carrier, who shall assume responsibility for the lading, and such shipments shall be charged for service performed exclusively by Carrier.

ITEM 220

DROPPED TRAILERS

Carrier may, for the convenience of its customers, drop trailers at a designated location. Carrier's customer assumes responsibility for loss of damage to such trailers until such time as Carrier accepts the freight tendered on the dropped trailer. Carrier has no liability for loss or damage to freight on a dropped trailer until such time as Carrier's driver accepts such freight.

ITEM 225**HAZ-MAT SHIPMENTS**

Carrier does not transport HAZ-MAT shipments. Shipper must not tender HAZ-MAT shipments to Carrier. If Shipper does tender any freight to Carrier that is HAZ-MAT, Shipper will defend and indemnify Carrier from all claims, damages, and fines suffered by Carrier arising from its transportation of HAZ-MAT freight.

ITEM 230**IMPORT & EXPORT FREIGHT – CANADA/MEXICO**

Limitation of Carrier's Liability for Proper Customs Clearance. Carrier assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by Canadian or Mexican Customs. Carrier does not represent and specifically disclaims any knowledge or expertise in proper customs clearance and inspection matters. Carrier is not responsible for the acts or omission of any Customs Agent or its affiliated Freight Forwarder that may be selected for the purpose of clearing shipper's merchandise through Customs. Carrier will serve merely as a liaison between shipper and the Customs Agent (and the Customs Agent's Freight Forwarder) at shipper's request and only as a convenience to shipper. Carrier or party in possession shall not be liable for loss, damage, deterioration of the freight or delay in delivery due to the duration of the period required by customs clearance or inspection.

ITEM 235**IMPRACTICAL OPERATIONS**

Nothing in this rule circular shall require the carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier to operate vehicles because of:

- (A) The condition of roads, streets, driveways, or alleys;
 - (B) Inadequate loading or unloading facilities; or
Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.
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ITEM 240**INDEMNITY**

Carrier and shipper will each indemnify, defend and hold the other harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits and expenses ("Costs") resulting from personal injury, property damage (other than cargo), or violation of the law caused by their respective negligent or wanton acts or omissions.

ITEM 245**INTERMODAL SHIPMENTS**

Carrier does not participate in the Uniform Intermodal Interchange Agreement (UIIA) or handle intermodal shipments.

ITEM 250**ON-HAND SHIPMENTS**

From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of Carrier is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which

Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Carrier shall (a) place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) if disposition instructions are not given by Shipper within ten (10) days of Carrier's initial notification to Shipper, Carrier may offer the lading for public sale. In the case of perishable lading, Carrier may dispose of the lading at a time and in a manner Carrier deems appropriate. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier shall use any commercially reasonable steps to abide with such instructions. Shipper will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so.

ITEM 260**PACKAGING REQUIREMENTS**

Where packing requirements are not otherwise provided by tariff or contract, the packaging requirements of the National Motor Freight Classification (NMFC) will apply. Where packing requirements are provided in this tariff, rates provided therewith will apply only when the article or articles are packed in accordance with such packing requirements, except that rates subject to such packaging requirements will apply also when the article or articles so packed as required are placed on pallets.

ITEM 262**PACKING OR PACKAGING, BLOCKING, RACKS, STANDARDS OR SUPPORTS**

Any temporary blocking, flooring or lining, racks, pallets, standards, stakes or similar bracing, dunnage or support or other commonly used items not constituting a part of the truck when required to protect and make freight secure for shipment, will be furnished and installed at the expense of the shipper unless Carrier has agreed to supply said equipment free of charge. The weight of this equipment shall be considered part of the shipment.

ITEM 265**PICKUP & DELIVERY SERVICE**

The rates names herein include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

ITEM 270**RIGHT TO OPEN/INSPECT**

Carrier reserves the right to open/inspect any freight which has been accepted for shipment, including loads that have been sealed.

ITEM 273**SERVICE STANDARDS**

Unless Guaranteed Service is requested and agreed to by an authorized agent of Carrier (See Item 105), freight shall be delivered upon reasonable dispatch. Appointment times and notations such as "must deliver by" on the bill of lading are insufficient to alter the reasonable dispatch standard unless Guaranteed Service is requested and agreed to. To request Guaranteed Service and for terms and conditions, call Carrier Pricing Department at 651-459-2384.

ITEM 275**SHIPPER LOAD & COUNT**

All shipments shall be loaded by the consignor and unloaded by the consignee. Carrier's drivers are instructed to sign bills of lading as shipper load and count or "SLC". Inadvertent omission of this notation shall not result in a presumption of carrier liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

ITEM 280**SUBSTITUTED SERVICE**

For its operating convenience, carrier reserves a right to hire other carriers qualified subcontractors to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to shipper by this circular, bill of lading, and/or contract will be provided.

ITEM 285**TERRITORIAL SCOPE**

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC 167463: "To operate as a common carrier, by motor vehicle."

ITEM 290**WEIGHTS**

1. Minimum weights shown herein apply to each vehicle used.
2. Maximum weight per vehicle shall be 44,500 lbs.
3. Weights include pallets or other shipping materials.

ITEM 295**FOOD SAFETY PROTOCOL**

For shipments subject to the Food Safety Modernization Act ("Act") and associated regulations, Shipper or Broker must inform Carrier, in writing, of applicable transportation protocols. An authorized official of Carrier (See Item 105) must agree to the protocols. Protocols provided in a bill of lading or other shipping document are not sufficient to trigger's Carrier's obligations under the Act. If Shipper or Broker fails to comply with these requirements, Carrier will be unable to comply with its responsibilities under the Act and shall not be liable for loss or damage to shipments resulting therefrom. Shipper or Broker will defend, indemnify, and hold Carrier harmless for claims arising from Shipper's or Broker's failure to comply with the requirements of this item.

SECTION 3 – ASSESSORIAL CHARGES

ITEM 300

ADDITIONAL CHARGES – SAME DAY DELIVERY

On shipments requiring delivery the same calendar day as that of pick up charges will be 125% of the normal linehaul rate.

ITEM 305

CUSTOMER REQUESTED DEADHEAD

\$1.45 per mile from point of dispatch to the loading location will be charged.

ITEM 310

FUEL SURCHARGE

Unless otherwise agreed to, the following fuel surcharge will apply between Carrier and shipper:

FUEL SURCHARGE SCHEDULE AND AGREEMENT

Fuel Surcharges shall be determined weekly using average self-service pump prices for the first Monday of each week from the DOE U.S. Average Retail Diesel Price Index.

The Fuel Surcharge is based on a cents per mile basis and will run from the first Monday of each week.

DOE Fuel Index	Truckload	Fuel Surcharge Cent Per Mile	DOE Fuel Index	Truckload	Fuel Surcharge Cent Per Mile
\$1.09	to	\$1.11 \$0.00	\$2.29	to	\$2.31 \$0.22
\$1.12	to	\$1.14 \$0.00	\$2.32	to	\$2.34 \$0.23
\$1.14	to	\$1.16 \$0.00	\$2.34	to	\$2.36 \$0.23
\$1.17	to	\$1.19 \$0.00	\$2.37	to	\$2.39 \$0.24
\$1.19	to	\$1.21 \$0.00	\$2.39	to	\$2.41 \$0.24
\$1.22	to	\$1.24 \$0.00	\$2.42	to	\$2.44 \$0.25
\$1.24	to	\$1.26 \$0.00	\$2.44	to	\$2.46 \$0.25
\$1.27	to	\$1.29 \$0.02	\$2.47	to	\$2.49 \$0.26
\$1.29	to	\$1.31 \$0.02	\$2.49	to	\$2.51 \$0.26
\$1.32	to	\$1.34 \$0.03	\$2.52	to	\$2.54 \$0.27
\$1.34	to	\$1.36 \$0.03	\$2.54	to	\$2.56 \$0.27
\$1.37	to	\$1.39 \$0.04	\$2.57	to	\$2.59 \$0.28
\$1.39	to	\$1.41 \$0.04	\$2.59	to	\$2.61 \$0.28
\$1.42	to	\$1.44 \$0.05	\$2.62	to	\$2.64 \$0.29
\$1.44	to	\$1.46 \$0.05	\$2.64	to	\$2.66 \$0.29
\$1.47	to	\$1.49 \$0.06	\$2.67	to	\$2.69 \$0.30
\$1.49	to	\$1.51 \$0.06	\$2.69	to	\$2.71 \$0.30
\$1.52	to	\$1.54 \$0.07	\$2.72	to	\$2.74 \$0.31
\$1.54	to	\$1.56 \$0.07	\$2.74	to	\$2.76 \$0.31
\$1.57	to	\$1.59 \$0.08	\$2.77	to	\$2.79 \$0.32
\$1.59	to	\$1.61 \$0.08	\$2.79	to	\$2.81 \$0.32
\$1.62	to	\$1.64 \$0.09	\$2.82	to	\$2.84 \$0.33
\$1.64	to	\$1.66 \$0.09	\$2.84	to	\$2.86 \$0.33
\$1.67	to	\$1.69 \$0.10	\$2.87	to	\$2.89 \$0.34
\$1.69	to	\$1.71 \$0.10	\$2.89	to	\$2.91 \$0.34
\$1.72	to	\$1.74 \$0.11	\$2.92	to	\$2.94 \$0.35
\$1.74	to	\$1.76 \$0.11	\$2.94	to	\$2.96 \$0.35
\$1.77	to	\$1.79 \$0.12	\$2.97	to	\$2.99 \$0.36

Vehicle with Power Units – When through no fault of the carrier, its vehicle is delayed or detained at place of loading or unloading, the following will apply:

1. **Two (2) Hours** free time will be allowed to load and **Two (2) Hours** free time will be allowed to unload each van trailer.
2. Time will be computed from arrival until departure of the vehicle, including waiting time in reaching or leaving the loading or unloading site.
3. Unless otherwise agreed to, free time will begin when vehicle arrives within one hour of its scheduled appointment time.
4. A charge of \$60.00 per hour or fraction thereof will be assessed for the first hour of delay or detention beyond free time; after one hour the charge will be calculated at \$15.00 for every fifteen minutes or fraction thereof. Maximum charge is \$600.00.
5. If Carrier misses its appointment time by more than one hour, free time will be extended by three hours, not counting the hours during which consignee is closed.

ITEM 335

DETENTION - VEHICLE WITHOUT POWER UNITS

Vehicle without Power Units – When carrier places a trailer to be loaded or unloaded or held at an intermediate point the following will apply:

1. **Free time of Seventy-Two (72) hours will apply for loaded trailers at Shipper/Consignee. When free time has expired, a Storage charge of \$25.00 per day shall apply including weekends and holidays.**

ITEM 340

LAYOVER PROVISION

When, due to no fault of the carrier, driver and vehicle are required to layover to wait for loading or unloading of a shipment, a charge of \$60.00 per hour plus motel costs will be charged to the party responsible for the layover.

ITEM 345

LIABILITY FOR ACCESSORIAL CHARGES

Carrier reserves the right to bill and collect accessorial charges from the consignor or consignee which incurred those charges.

ITEM 350

LOADING AND UNLOADING

Charges do not include loading and unloading. Carrier drivers are not equipped to load and unload freight. All freight is “no touch” freight.

ITEM 355

LOADING AND UNLOADING UPON ARRIVAL

In the absence of an agreement with respect to an appointed time of pickup or delivery, consignor shall load and consignee shall unload carrier’s equipment within the allotted free time provided herein upon arrival if, during ordinary business days, as set forth herein. If carrier arrives before or after business hours as defined herein, free time begins at the commencement of the next business day.

ITEM 360**OVERLOAD – OVERWEIGHT**

Loading with Power/Driver – When due to no fault of the carrier, a shipment exceeds the legal gross weight limit allowed by state regulations, a charge of **\$1.45** per mile from the nearest scale back to the shipper's facility will apply. Customer will then have two hours of free time to correct the weight problem, after which an additional charge of \$60.00 per hour will be assessed for detaining the vehicle up to a maximum time allotment of 8 hours.

Loading without Power/Driver – When due to no fault of the carrier, a shipment exceeds the legal axle and/or gross weight allowed by state regulations, a charge of **\$1.45** per mile from the nearest scale back to the shipper's facility will apply. Customer will then have two hours of free time to correct the problem, after which an additional charge of \$60.00 per hour will be assessed for detaining the vehicle up to a maximum allotment time of 8 hours.

ITEM 365**PALLET EXCHANGE**

Not available

ITEM 370**RECONSIGNMENT**

Shipments may be reconsigned subject to the following:

1. Carrier will make a diligent effort to effect reconsignment but assumes no liability if it is unable to do so.
 2. The reconsignment charge will be **\$1.45** per additional mile, subject to a minimum charge of \$150.00.
 3. When the reconsignment is to a point other than the original destination, rates will be assessed based on the mileage from origin to final destination via the point of diversion.
 4. When reconsignment is requested, any shipment for which freight charges are collect shall be converted to a prepaid shipment, and Shipper or party requesting reconsignment shall be responsible for payment of freight charges.
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ITEM 375**REDELIVERY**

When a shipment is tendered for delivery and, through no fault of carrier, delivery cannot be made, the following will apply:

1. When carrier is notified that the shipment will be accepted within 24 hours of the first tender, and is accepted within that time, the redelivery charge will be **\$1.45** per mile for additional miles, subject to a minimum charge of \$150.00.
 2. When carrier is notified that the shipment will not be accepted within 24 hours of the first tender, or if it is not accepted within 24 hours of the first tender, the redelivery charge will be **\$1.45** per mile for the distance to carriers nearest terminal and return, subject to a minimum charge of \$150.00.
 3. Charges provided in this item will be in addition to all other applicable charges, including charges for delay or detention of vehicles.
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ITEM 380**ROUND TRIP RATES**

1. Must be booked as a round trip on the original tender and so noted on the original bill of lading;
2. Must be reloaded at its mid-point within 10 hours;

3. Must be no other stops in transit;
 4. Detention charges are in effect for the entire trip;
 5. No stop-off charges are assessed but fuel surcharges apply to the entire trip (origin to destination x 2)
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ITEM 385

STOPPING IN TRANSIT

Shipments may be stopped in transit to complete loading or for partial unloading subject to the following:

1. The shipment must be covered by one shipping document naming a single shipper and origin and a single consignee and destination.
2. The shipping document must show the point (s) at which stops are to be made with a complete description of the kind and quantity of freight to be loaded or unloaded at each stop.
3. All stops for loading must be completed before the first stop for unloading.
 - a. No substitutions or exchange of freight may be made at stop-off points.
4. When stop-off(s) are required on shipments subject to rates stated in dollars per vehicle used, the rate will be calculated as follows:
 - a. Divide the per vehicle used by charge by the miles from origin to destination to obtain the base rate per mile.
 - b. Multiply the base rate per mile obtained in Paragraph 4-1 above by the total miles from origin via stop-off(s) to final destination. Additional charges for each stop to complete loading or for partial unloading, exclusive of stops at origin and final destination, shall be:
 - i. \$125.00 for the first stop;
 - ii. \$225.00 for the second stop;
 - iii. \$425.00 for the third stop;
 - iv. \$425.00 for each stop in excess of three.
5. Except as shown in Paragraph 4 above, rates will be assessed based on the mileage – via each stop-off point. Additional charges for each stop to complete loading or for partial unloading, exclusive of stops at origin and final destination, shall be:
 - i. \$125.00 for the first stop;
 - ii. \$225.00 for the second stop;
 - iii. \$425.00 for the third stop;
 - iv. \$425.00 for each stop in excess of three.
6. All charges for shipments subject to the provisions of this item must be PREPAID.

ITEM 390

TEAM SERVICE

Charge shall be an additional ten percent (10%) of the line-haul charges.

ITEM 395

VEHICLE FURNISHED BUT NOT USED

Where the carrier is requested to dispatch a vehicle to a point of origin designated by the shipper, or other designated party, and such vehicle is dispatched but is not used due to no fault of the carrier, a charge of \$300.00 per vehicle may be assessed. Additionally, a charge of **\$1.45** per mile to next pick-up point will be assessed.

SECTION 4 – FREIGHT CLAIMS

ITEM 400

ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher released values (limitations of liability) than those indicated in this Section by contacting Carrier's Pricing Manager by calling 651-459-2384. Any such alternative rate shall be reflected by the insertion of the higher released value and specially assigned identification number on the bill of lading at the time of pick-up.

ITEM 405

CLAIMS LIABILITY

Liability for claims shall be governed by 49 USC § 14706. Carrier shall not be liable to the owner of property for damage, loss or delay caused by (1) an act of default of the shipper, owner or consignee, or their agents; (2) an Act of God, (3) the public enemy, (4) act of the public authority; (5) inherent vice of the goods (6) freezing or spoiling of any perishable goods or property. Claims involving intrastate shipments and shipments of exempt commodities shall be subject to this Section. Liability shall be limited to actual loss to the goods. Transportation costs shall not be considered part of the claim if the claim is for invoice value of the goods.

ITEM 410

CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 and the STBOL) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

- (A) Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (B) Carrier shall, at the time each claim is received, create a separate file and assign thereto a specific unique claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved at the time such claim is received, carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in carrier's written acknowledgment of receipt to the claimant.
- (C) Claims in writing are required within nine (9) months from the date of delivery or from the time when delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (D) of this Item with carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract carriage, and all rules circular provisions applicable thereto. Claims for concealed damages must be submitted to carrier within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- (D) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the

provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between carrier and shipper. Any communication from the claimant that fails to meet these minimum filing requirements shall not constitute a valid claim.

- (E) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.
- (F) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as "\$100 more or less," carrier shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (D) above.
- (G) Each claim filed against carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. Unless perishable commodities are involved, the shipper or consignee in possession shall afford carrier five (5) days to inspect any damaged shipment prior to dispensation.
- (H) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.
- (I) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipments shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.
- (J) Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by carrier; provided, however that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, carrier shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon. Any communication from Carrier that does not agree to pay the claim in full as submitted by the claimant shall be deemed a denial of the claim as submitted.

ITEM 415

CLAIMS LOSS & DAMAGE – ACCEPTANCE OF GOODS

The consignee must accept the goods upon delivery unless they are determined to be totally worthless.

ITEM 420**CLAIMS LOSS & DAMAGE – CLEAR DELIVERY**

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.

ITEM 425**CLAIMS LOSS & DAMAGE – SALVAGE**

- (A) Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest thereon. Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.
 - (B) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
 - (C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.
 - (D) To the extent that the Shipper asserts that the goods should be destroyed, Carrier remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.
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ITEM 430**DISPOSITION OF OVERAGE**

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by carrier upon request in return for payment of carrier's applicable freight charges. In the event consignor and consignee decline to accept overages and mitigate damages, carrier shall treat any overage as salvage and after notice shall sell same in accordance with the bill of lading contract and the terms of this circular. The proceeds of any such sale less carrier's freight and storage charges shall be remitted to the person or persons lawfully entitled to receive same. Carrier shall not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

ITEM 435**INADVERTANCE CLAUSE**

If a shipper declares a value exceeding \$2.50, per pound per article or \$100,000.00, per truckload, without insertion of the corresponding specially assigned identification number (Item 400), the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value of \$2.50 per pound per article or \$100,000.00 per truckload, whichever is less, and the shipment will move subject to such limitation of liability.

ITEM 440**RELEASED VALUE DECLARATION**

Unless otherwise agreed to in writing, Carrier's cargo liability is limited to a maximum of (1) any limitation contained in any tariff, circular, or contract applicable to the shipment, (2) \$2.50 per pound, or (3) \$100,000 per trailer load, whichever is least. In the event weight is relevant to the determination, only the portion of the freight lost or damaged is to be considered in the calculations.

ITEM 445**RELEASED VALUATION/USED GOODS**

Unless otherwise agreed in writing, all used goods are released to a maximum evaluation of \$.25 per pound per article. Any goods that are other than new are deemed used (e.g., refurbished, reconditioned, display or demonstration models).

ITEM 450**RELEASED VALUATION/MEXICO AND CANADA**

The Carmack Amendment and the above provisions relating to domestic transportation will apply to shipments while within the physical borders of the United States and within the jurisdiction of the Secretary of Transportation. While a shipment is outside the borders of the United States, the Carmack Amendment shall not apply. Carrier shall have no liability for delay, loss or damage when it is not in physical possession of the freight. To the extent liability cannot be excluded completely, the released rates shall be as set forth below:

- a. Canada - Carrier's maximum liability will be the lesser of \$2.00 per pound per package or any limitation provided for by Canadian or provincial law for loss occurring in Canada.
- b. Mexico - Carrier's maximum liability will be the lesser of \$.50 per pound per package or any limitation provided for by Mexican federal or state law for loss occurring in Mexico.

Losses of uncertain location shall be presumed to occur outside the United States.

ITEM 455**SEALED TRAILERS**

In the event Carrier takes possession of a sealed trailer, delivery of the trailer with seal in-tact (absent evidence of tampering with the trailer, doors, or hinges) conclusively defeats any claim of a shortage. Claims for an absent or missing seal may only be asserted by the Shipper if the Shipper has adequate procedures in place for verifying that the seal was in place when the trailer left origin and only when there is proof of actual damage to the goods, verified by testing or other procedures. Carrier shall have no liability for cargo loss, damage or shortage where any seal is removed by order of any law enforcement or governmental authority.

ITEM 460**SHORTAGE**

Carrier will not be responsible for shortage on shipments that are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

ITEM 465**SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES**

Carrier shall not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay. Additionally, Carrier shall not be liable for attorney's fees of the Shipper.

ITEM 470**SPOTTED EQUIPMENT**

Carrier responsibility for cargo begins when Carrier picks up a shipment from the Shipper's dock, or in the case of spotted equipment, when Carrier takes physical possession of the loaded trailer. Carrier's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

SECTION 5 – FREIGHT CHARGES

ITEM 500

COLLECTION AND PAYMENT OF CHARGES

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered. Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them **net thirty (30) days from date of the invoice** or as otherwise agreed to with shipper in writing from the presentation of the freight bill.

ITEM 520

INTEREST & FEES ON PAST DUE ACCOUNTS

Carrier will assess one and one-half percent (1½%) per month on past due indebtedness for collection, handling, late fees and interest. In the event carrier deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, shipper shall pay attorney's fees and costs. Additionally, if carrier has afforded discounts to the payor of freight charges, carrier has the right to revoke all discounts and to collect the full, published rates when timely payment has not been made.

ITEM 530

INVOICES

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

ITEM 540

JURISDICTION AND VENUE OF COLLECTION SUIT

All action or proceedings instituted by Carrier for the collection of freight charges owed by the shipper, consignor, consignee or third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, where the Carrier initiates a lawsuit, such suit shall be brought in a state or federal court of competent jurisdiction in **Washington County, Minnesota**, or where the debtor resides (at the option of Carrier). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.

ITEM 550

LIEN FOR FREIGHT CHARGES

Carrier shall have a possessory lien on shipments in its dominion and control for the payment of current and past due freight charges. Shipper's goods will be held and sold pursuant to the Carrier Lien provisions of the Uniform Commercial Code. Carrier reserves the right to convert any shipment to a collect shipment.

ITEM 560

PAYMENT WITHOUT OFFSET

Shipper, Consignor and/or Consignee, or its broker or agent, shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Tariff and shipper, consignor, or consignee shall not deprive Carrier of the claims process by unilateral deduction of claims from payment of freight charges due.

ITEM 570**PRIORITY OF FREIGHT CHARGE OBLIGATION**

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

1. The intermediary will segregate money due owing to carrier from other accounts.
2. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Carrier preserves recourse for payment of all freight charges to the consignor or shipper, unless Section 7 of the STBOL (see Item 100) is signed. When Section 7 of the STBOL is signed, Carrier reserves the right to collect freight charges from the consignee.

ITEM 580**THIRD PARTY BILLING**

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper or consignor on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the shipper, consignor, or consignee will be accepted provided recourse to the shipper or consignor is reserved with the carrier picking the shipments up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a non-recourse (Section 7) provision of the bill of lading. If such a shipment is inadvertently accepted, the execution of the non-recourse (Section 7) provision of the bill of lading shall be invalid, and the shipment shall be considered prepaid, with the shipper or consignor remaining liable for payment of freight charges.

ITEM 580**UNDERCHARGE/OVERCHARGE CLAIMS**

Any claim for overcharges of freight bills must be submitted within 180 days of shipment date and must be submitted by the responsible party of the freight charges. Any claim for undercharges of freight bills must be submitted by the carrier to the payor of the freight charges within 180 days of the shipment date.

SECTION 6 – TEMPERATURE CONTROLLED SHIPMENTS

ITEM 600

APPLICABILITY

This Section applies to all shipments requiring refrigerated or temperature controlled service.

ITEM 610

REFRIGERATED SERVICE

The following provisions will govern Carrier's transportation of refrigerated shipments.

1. Shipper must expressly indicate the correct temperature setting on the bill of lading. Unless the correct temperature setting is indicated on the bill of lading, Carrier will not be liable for loss or damage to freight.
2. If a refrigerated shipment is rejected for any reason by consignee, Carrier will notify Shipper and maintain the shipment at the required temperature until disposition instructions are received from Shipper or Consignee.
3. Carrier's driver will not open doors on a refrigerated trailer until expressly instructed to do so by consignee. Carrier is not liable for cargo loss or damage that occurs after its driver opens the doors on the trailer.
4. Carrier is not liable for temperature variations that occur due to freight being loaded "hot."
5. Shipper must expressly inform Carrier of any additional requirements for transportation of freight for which refrigerated service is requested.

ITEM 620

PROTECT FROM FREEZING SERVICE

Except as provided in this Item, Carrier is not liable for damage to freight caused by exposure to cold or freezing temperatures.

Protect from Freezing Service will be provided at Carrier's discretion on single-line shipments and shipments to Canada from October 1st through April 30th, if each of the following conditions are met:

- A. Suitable equipment is available, and
- B. The Bill of Lading, each handling unit, AND each loose package is clearly marked with the notation, "**PROTECT FROM FREEZING**". (Marking on the freight or packaging alone or on any document other than the Bill of Lading is not sufficient.), and
- C. Outside temperature is forecast to be 10 degrees Fahrenheit or higher, and
- D. Shipment is tendered on one of the following days:
 - o Next Day Transit Lanes - Monday through Thursday.
 - o Second Day Transit Lanes - Monday through Wednesday.
 - o Third Day Transit Lanes - Monday and Tuesday, and
- E. None of the following applies:
 1. The shipment is tendered on a Friday or the day before a holiday, or
 2. The shipment requires appointments, or
 3. The shipment requires "will call" or "dock pick up," or
 4. The shipment requires COD or Order Notify, or
 5. The shipment is moving In Bond.

AND

- G. Carrier may refuse to accept any shipment where weather forecasts or prevailing road conditions indicate probable highway closures.

It is the shipper's or consignor's obligation to ensure that the above conditions are satisfied. For shipments tendered to Carrier that do not meet the above conditions, Carrier will have no liability for cargo damaged by exposure to freezing temperatures. Carrier's cargo claim liability is otherwise subject to the limits and provisions as provided in this Tariff.

CHARGES:

1. When Protect from Freezing Service is requested on mixed shipments, the weight of all articles in the shipment will be considered as requiring protection and will be so rated.
 2. The charge for Protect from Freezing Service is \$1.75 cwt, subject to a minimum charge of \$25.00 per shipment.
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