

---

**ORIGINAL**

**Tariff No. 100-B**

**TITLE PAGE**

---

**Maverick Logistics, LLC (“Broker”)**

**RULES / ACCESSORIALS TARIFF**

**PROPERTY BROKER SERVICE**

**RULES, REGULATIONS AND CLAIMS PROCEDURES  
FOR PROPERTY BROKER SERVICES**

**BETWEEN**

**POINTS IN NORTH AMERICA (EXCEPT MEXICO)**

**ALL FEES, SUMS & VALUATIONS STATED IN U.S. DOLLARS**

ISSUED May 20, 2011

EFFECTIVE May 20, 2011

ISSUED BY  
Stephen Selig  
President and COO

**TABLE OF CONTENTS**

Subject	Item No.	Page
Application of Tariff and Bill of Lading .....	10	1
Mileage .....	20	1
Notice and Amendments .....	30	1
Rates and Schedules .....	100	1
Payment .....	110	2
Delinquent Accounts .....	120	2
Additional Costs .....	130	2
Application of Accessorial Charges .....	200	2
Loading and Unloading .....	210	2
Detention .....	220	2-3
Fuel Surcharge .....	230	3-4
Cargo Loss, Damage and Delay .....	300	4-5
Filing of Cargo Claims .....	310	5-6
Investigations of Cargo Claims .....	320	6
Acknowledgment of Claims .....	330	6
Filing & Processing Claims for Overcharge, Undercharge or Duplicate Payment .....	400	6
Disposition of Unidentified Payments, Overcharges or Duplicate Payments Not Supported By Claims .....	420	7
Liabilities Not Assumed .....	500	7
COD Shipments .....	510	7
Force Majeure Events .....	520	8
Appointments .....	530	8
Impracticable Operations .....	540	8
Limitation of Size and Weight .....	550	8
Warranties .....	560	8
Non-Waiver .....	570	8
Packaging, Marking and Paperwork .....	580	9
Storage Rights .....	600	9
Shipper Bill of Lading / Airway Bills / Paperwork .....	700	9
Subcontracting Rights .....	710	9

**Item 10: APPLICATION OF TARIFF AND BILL OF LADING**

This Tariff governs surface logistics services provided by Broker in its capacity as a property broker. As a property broker, Broker offers to arrange for transportation of product via motor carriage. The provisions of this Tariff, as amended, shall apply to services provided by Broker in interstate, intrastate and/or foreign commerce between points in North America, except that the provisions of this Tariff shall not apply to any services or transportation provided in Mexico, or as otherwise provided in separate written transportation agreements between Broker and a shipper or broker ("Customer Agreement"). For purposes of this Tariff, the term "Customer" shall mean any entity responsible for requesting that Broker provide services governed by this Tariff, any entity responsible for payment to Broker for such services, or any entity receiving the benefit of such services. Customer acknowledges and agrees that Broker does not operate as a motor carrier and that Broker will arrange with third party carriers (each a "Servicing Carrier") to perform the actual carriage of goods tendered to Broker hereunder.

Unless expressly disclaimed by a written agreement signed by Broker and Customer, this Tariff shall apply to all services provided by Broker that are otherwise within the scope of this Tariff (including services performed pursuant to a short form rate confirmation or "spot" move agreement which such agreement does not specifically disclaim the provisions of this Tariff). Improper reference to Broker as a "carrier" on the bill of lading will not affect Broker's status as a property broker.

---

**Item 20: MILEAGE**

Mileage shall be calculated using Broker's most recent version of Rand McNally (Shortest Miles).

---

**Item 30: NOTICE AND AMENDMENTS**

When this Tariff is amended by revised pages, the cancellation of prior pages will be effected by means of this item. A revised page will not show a cancellation notice for the prior version. A revised page takes effect at 12:01 A.M. Eastern time as of the Effective Date shown thereon, and cancels any and all uncanceled revised or original pages, or uncanceled portions thereof.

---

**Item 100: RATES AND SCHEDULES**

Rates and schedules may be published in rate catalogues or sheets, on a Customer specific basis or pursuant to a spot market rate quotation. Rates and service quotations are good faith estimates based upon information provided to Broker, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of this tariff. If Broker is asked to provide services for which fees are not included in this Tariff or in a governing rate quotation, including, but not limited to, services for break-bulk, consolidation, deconsolidation or distribution, upon agreement by Broker, such services shall be provided to the extent possible and applicable fees, whether or not agreed upon in writing in advance by Broker and Customer, will be honored by Customer.

**Item 110: PAYMENT**

Absent a written waiver by Broker or contractual specification to the contrary, all freight transportation and related charges are due and payable within fifteen (15) days of delivery of shipment, or in the event of a cancelled move, within fifteen (15) days of the date of the scheduled delivery.

**Item 120: DELINQUENT ACCOUNTS**

Payments received more than 30 days after the date of Broker’s bill will be assessed a late payment fee equal to 1.5% of the total freight bill for each 30-day period or portion thereof, from the date of the Broker’s freight bill until the date the payment is received, in addition to all other charges. In any action to recover unpaid freight bills from delinquent accounts, carrier shall be entitled to interest, reimbursement for reasonable attorney’s fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

**Item 130: ADDITIONAL COSTS**

Whenever Broker incurs costs due to customer requirements, the customer shall be invoiced at 110% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

**Item 200: APPLICATION OF ACCESSORIAL CHARGES**

In addition to line haul or base transportation rates, unless otherwise agreed in writing, accessorial charges and fees set forth herein or otherwise agreed upon between Broker and Customer shall govern. Except to the extent otherwise addressed herein, if the Servicing Carrier imposes accessorial charges on Broker in order to meet Customer requirements, Customer will be liable for such charges at 110% of any charges imposed on Broker by the Servicing Carrier.

**Item 210: LOADING AND UNLOADING**

Rates in this Tariff contemplate loading of cargo by the consignor and unloading by the consignee. If the Customer, shipper or consignee request that the Servicing Carrier furnish loading or unloading, all charges for such labor are to be paid by the Customer. Charges for outside labor or for Servicing Carrier personnel shall be passed through to Customer with a 10% markup. If Broker personnel are requested to assist with loading and/or unloading, a charge of \$100.00 per hour, or fraction thereof, will be assessed in addition to all other applicable charges.

**Item 220: DETENTION**

- a) When the Servicing Carrier’s vehicles are delayed or detained at premises of consignor or consignee, or other places designated by consignor or consignee for loading or unloading, the following charges will be assessed which will be in addition to all other lawful transportation charges.

Type of Equipment	Total “Free Time” Allowance for Loading and Unloading <u>Combined</u>	Charge (prorated) in excess of “Free Time”
Trailer Only	24 hours free	\$75.00 per day

ISSUED May 20, 2011

EFFECTIVE May 20, 2011

ISSUED BY  
 Stephen Selig  
 President and COO

Trailer With Power	2 hours free	\$25.00 (per 15 minutes)
--------------------	--------------	--------------------------

- b) Time per vehicle shall begin upon notification by driver to the consignor or consignee that the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by driver of a signed bill of lading or delivery receipt.
- c) When shipments move under a prepaid basis, the detention charge will be billed to the consignor regardless of whether the consignor, the consignee, or a third party was responsible for the detention of the vehicle. When shipments move under a collect basis, the detention charges will be billed to the consignee regardless of whether the consignor, the consignee, or a third party was responsible for the detention of the vehicle. When a third party was established as the bill-to party for the shipment, the detention charges will be billed to the third party regardless of whether a consignor, a consignee, or a third party was responsible for the detention of the vehicle.  
 When shipments are stopped for either partial loading or partial unloading service, or both, one hour free time for each stop will be added to the total "Free Time" allowed.

**Item 230: FUEL SURCHARGE**

Absent Broker's written waiver, a fuel surcharge shall be applied. The calculated fuel cost is determined using the U.S. Department of Energy's Energy Information Administration U.S. National Average On-Highway diesel fuel price published each week.

Adjustments, if any, in surcharges will be made effective for shipments picked up the calendar day following the calendar day of publication of each week's price. The surcharge shall be applied and utilize the criteria established herein regardless of whether shipments are entirely within the U.S., involve the U.S. and Canada, or entirely within Canada. Fuel surcharges will be applied to any/all mileage related charges, and should prices rise to \$5.05/gallon or above, Broker reserves the right to implement an extended surcharge.

Cost Of Fuel Fuel Range (Dollars Per Gallon)		Tractor Surcharge (Cents Per Mile)	Refrigerated Trailer Surcharge (Cents Per Mile)	Cost Of Fuel Fuel Range (Dollars Per Gallon)		Tractor Surcharge (Cents Per Mile)	Refrigerated Trailer Surcharge (Cents Per Mile)
\$ 1.100	\$ 1.149	\$ -	\$ -	\$ 2.100	\$ 2.149	\$ 0.217	\$ 0.026
\$ 1.150	\$ 1.199	\$ 0.016	\$ 0.002	\$ 2.150	\$ 2.199	\$ 0.228	\$ 0.027
\$ 1.200	\$ 1.249	\$ 0.027	\$ 0.004	\$ 2.200	\$ 2.249	\$ 0.239	\$ 0.029
\$ 1.250	\$ 1.299	\$ 0.037	\$ 0.005	\$ 2.250	\$ 2.299	\$ 0.249	\$ 0.030
\$ 1.300	\$ 1.349	\$ 0.048	\$ 0.006	\$ 2.300	\$ 2.349	\$ 0.260	\$ 0.031
\$ 1.350	\$ 1.399	\$ 0.058	\$ 0.007	\$ 2.350	\$ 2.399	\$ 0.270	\$ 0.032
\$ 1.400	\$ 1.449	\$ 0.069	\$ 0.009	\$ 2.400	\$ 2.449	\$ 0.281	\$ 0.034
\$ 1.450	\$ 1.499	\$ 0.080	\$ 0.010	\$ 2.450	\$ 2.499	\$ 0.292	\$ 0.035
\$ 1.500	\$ 1.549	\$ 0.090	\$ 0.011	\$ 2.500	\$ 2.549	\$ 0.302	\$ 0.036
\$ 1.550	\$ 1.599	\$ 0.101	\$ 0.011	\$ 2.550	\$ 2.599	\$ 0.313	\$ 0.037
\$ 1.600	\$ 1.649	\$ 0.111	\$ 0.014	\$ 2.600	\$ 2.649	\$ 0.323	\$ 0.039
\$ 1.650	\$ 1.699	\$ 0.122	\$ 0.015	\$ 2.650	\$ 2.699	\$ 0.334	\$ 0.040
\$ 1.700	\$ 1.749	\$ 0.133	\$ 0.016	\$ 2.700	\$ 2.749	\$ 0.345	\$ 0.041
\$ 1.750	\$ 1.799	\$ 0.143	\$ 0.017	\$ 2.750	\$ 2.799	\$ 0.355	\$ 0.042
\$ 1.800	\$ 1.849	\$ 0.154	\$ 0.020	\$ 2.800	\$ 2.849	\$ 0.366	\$ 0.044
\$ 1.850	\$ 1.899	\$ 0.164	\$ 0.020	\$ 2.850	\$ 2.899	\$ 0.376	\$ 0.045
\$ 1.900	\$ 1.949	\$ 0.175	\$ 0.021	\$ 2.900	\$ 2.949	\$ 0.387	\$ 0.046
\$ 1.950	\$ 1.999	\$ 0.186	\$ 0.022	\$ 2.950	\$ 2.999	\$ 0.398	\$ 0.047
\$ 2.000	\$ 2.049	\$ 0.196	\$ 0.024	\$ 3.000	\$ 3.049	\$ 0.408	\$ 0.049
\$ 2.050	\$ 2.099	\$ 0.207	\$ 0.025	\$ 3.050	\$ 3.099	\$ 0.419	\$ 0.050

ISSUED May 20, 2011

EFFECTIVE May 20, 2011

ISSUED BY  
Stephen Selig  
President and COO

Cost Of Fuel Fuel Range (Dollars Per Gallon)		Tractor Surcharge (Cents Per Mile)	Refrigerated Trailer Surcharge (Cents Per Mile)	Cost Of Fuel Fuel Range (Dollars Per Gallon)		Tractor Surcharge (Cents Per Mile)	Refrigerated Trailer Surcharge (Cents Per Mile)
\$ 3.100	\$ 3.149	\$ 0.429	\$ 0.051	\$ 4.100	\$ 4.149	\$ 0.645	\$ 0.076
\$ 3.150	\$ 3.199	\$ 0.440	\$ 0.052	\$ 4.150	\$ 4.199	\$ 0.656	\$ 0.077
\$ 3.200	\$ 3.249	\$ 0.451	\$ 0.054	\$ 4.200	\$ 4.249	\$ 0.667	\$ 0.079
\$ 3.250	\$ 3.299	\$ 0.461	\$ 0.055	\$ 4.250	\$ 4.299	\$ 0.678	\$ 0.080
\$ 3.300	\$ 3.349	\$ 0.472	\$ 0.056	\$ 4.300	\$ 4.349	\$ 0.689	\$ 0.081
\$ 3.350	\$ 3.399	\$ 0.482	\$ 0.057	\$ 4.350	\$ 4.399	\$ 0.700	\$ 0.082
\$ 3.400	\$ 3.449	\$ 0.493	\$ 0.059	\$ 4.400	\$ 4.449	\$ 0.711	\$ 0.084
\$ 3.450	\$ 3.499	\$ 0.504	\$ 0.060	\$ 4.450	\$ 4.499	\$ 0.722	\$ 0.085
\$ 3.500	\$ 3.549	\$ 0.514	\$ 0.061	\$ 4.500	\$ 4.549	\$ 0.733	\$ 0.086
\$ 3.550	\$ 3.599	\$ 0.525	\$ 0.062	\$ 4.550	\$ 4.599	\$ 0.744	\$ 0.087
\$ 3.600	\$ 3.649	\$ 0.535	\$ 0.064	\$ 4.600	\$ 4.649	\$ 0.755	\$ 0.089
\$ 3.650	\$ 3.699	\$ 0.546	\$ 0.065	\$ 4.650	\$ 4.699	\$ 0.766	\$ 0.090
\$ 3.700	\$ 3.749	\$ 0.557	\$ 0.066	\$ 4.700	\$ 4.749	\$ 0.777	\$ 0.090
\$ 3.750	\$ 3.799	\$ 0.568	\$ 0.067	\$ 4.750	\$ 4.799	\$ 0.788	\$ 0.091
\$ 3.800	\$ 3.849	\$ 0.579	\$ 0.069	\$ 4.800	\$ 4.849	\$ 0.799	\$ 0.092
\$ 3.850	\$ 3.899	\$ 0.590	\$ 0.070	\$ 4.850	\$ 4.899	\$ 0.810	\$ 0.094
\$ 3.900	\$ 3.949	\$ 0.601	\$ 0.071	\$ 4.900	\$ 4.949	\$ 0.821	\$ 0.095
\$ 3.950	\$ 3.999	\$ 0.612	\$ 0.072	\$ 4.950	\$ 4.999	\$ 0.832	\$ 0.096
\$ 4.000	\$ 4.049	\$ 0.623	\$ 0.074	\$ 5.000	\$ 5.049	\$ 0.843	\$ 0.097
\$ 4.050	\$ 4.099	\$ 0.634	\$ 0.075				

**Item 300: CARGO LOSS, DAMAGE AND DELAY**

- a) The liability of the underlying Servicing Carrier for loss, damage, destruction or delay to cargo transported shall be that of a “carrier” as set forth in the Carmack Amendment (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate, or involves foreign commerce. Unless a higher value is declared by Customer in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, liability for loss, damage, or delay as to any shipment shall not exceed \$50,000 per trailer or conveyance. The foregoing notwithstanding, in addition to the \$50,000 cap, the Servicing Carrier’s liability for used or reconditioned equipment will be additionally limited to \$1.00 per pound per package. Broker shall only be liable for cargo loss, damage or delay to the extent caused by the direct negligence of Broker. Broker’s liability shall be limited to the same extent as the underlying Servicing Carrier as set forth above.
  - i. Declaring values in excess of \$50,000. If Customer wishes to declare additional value in excess of \$50,000, Customer contact the Servicing Carrier directly in order to arrange for such increased valuation. Broker does not agree to arrange for such excess valuation and shall not be liable for any claims arising from or related to any such declaration, regardless of whether Broker is otherwise liable for the claim at issue.
- b) The value of shipments involving documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it

ISSUED May 20, 2011

EFFECTIVE May 20, 2011

ISSUED BY  
Stephen Selig  
President and COO

---

is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value shall be limited to the value of the paper.

- c) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Broker. Broker reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Broker.
- d) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the Customer's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the Customer.

---

### Item 310: FILING OF CARGO CLAIMS

- a) Claims in writing required. Claims for loss, damage, injury, or delay to cargo must be filed in writing, as provided in subparagraph (b) below, and as otherwise may be required by law, the terms of the bill of lading, the Customer Agreement, and all tariff provisions applicable hereto.
- b) Minimum filing requirements. Broker may, in its sole discretion, facilitate claims filing with the Servicing Carrier on behalf of the claimant. The foregoing notwithstanding, it is the claimant's sole responsibility to ensure that a claim has been directly filed with Broker and with the Servicing Carrier within nine (9) months after the delivery of the property except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date delivery should have been made. Any claim must: (1) contain facts sufficient to identify the shipment (or shipments) or property involved, (2) assert liability for alleged loss, damage, injury, or delay, and (3) make claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage. Failure to do so will extinguish any claim that the claimant may have against Broker or the Servicing Carrier.
- c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents will not be considered by Carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- d) Concealed damage claims. When damage to contents of a shipping container is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to the Broker upon discovery and a request for inspection by the carrier's representative made by consignee. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier.

If more than fifteen (15) days pass between date of delivery of shipment by the Servicing Carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it shall be the obligation of the consignee to offer reasonable evidence that loss or damage was not incurred by the consignee after delivery of shipment by carrier. While awaiting inspection, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

- e) Institution of Suits. Suit for loss, damage, injury or delay shall be instituted against either the Broker or Servicing Carrier as appropriate no later than two years and one day from the day when written notice is given by the Servicing Carrier or Broker to the claimant that all or any part of the claim specified in the notice has been disallowed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the claimant will have forfeited its claim.
- 

**Item 320: INVESTIGATIONS OF CARGO CLAIMS**

Each claim for loss or damage to cargo filed against Broker in the manner prescribed herein will be promptly and thoroughly investigated.

Broker reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim. Regardless of the foregoing, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct.

For shipments or any part thereof which are not delivered, Broker reserves the right to require certification from the claimant that the missing cargo has not been received from any other source.

---

**Item 330: ACKNOWLEDGMENT OF CLAIMS**

Broker will, upon receipt in writing of a proper claim against Broker in the manner and required, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by Broker unless Broker will have paid or declined such claim in writing within 30 days of the receipt thereof. Broker will 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.

---

**Item 400: FILING AND PROCESSING CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT**

Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow Broker to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data in the possession of the claimant which substantiates the basis for the claim. Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by applicable payment information.

If Broker invoices the shipper, receiver or its authorized agent for charges for transportation services which are less than those applicable to such services, Broker shall file an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Broker shall provide the amount of the

undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Broker's claim.

**Item 420: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS**

If Broker is not provided sufficient information with which to properly apply a payment, Broker shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Broker does not receive the information requested within 90 days from the date of the notice, Broker may treat the unidentified payment as a payment of freight charges owing to it. Following the 90-day period, the regular claims procedure shall be applicable.

**Item 500: LIABILITIES NOT ASSUMED**

BROKER SHALL NOT BE LIABLE, REGARDLESS OF THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF BROKER, SERVICING CARRIER, OR EITHER OF THEIR EMPLOYEES, CONTRACTORS, OR UTILIZED INDIVIDUALS OR BUSINESS ENTITIES, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, REGARDLESS OF WHETHER BROKER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

**Item 510: COD SHIPMENTS**

Unless otherwise provided, Collect-On-Delivery (COD) shipments will be accepted by Broker subject to the following provisions and charges:

- a) Notification of a COD shipment must be given at time order is telephoned in or otherwise first communicated to Broker. Broker assumes no liability for the form of tender accepted.
- b) The following, with the words "Collect on Delivery" must appear prominently and legibly on the bill of lading:

COLLECT ON DELIVERY \$ \_\_\_\_\_ and remit to:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

- c) Only one COD amount may be shown and may not be subject to change dependent upon time or condition of payment.
- d) The charge for collecting and remitting the amount of each COD bill will be 1.5% of the COD amount, subject to a minimum charge of \$25.00 per shipment.
- e) Broker's responsibility for C.O.D. payment is limited to the exercise of reasonable care and diligence in forwarding the check or money order to the consignor, or to such other party as may be designated by the consignor as the payee, within 15 business days after receipt by Broker.
- f) Broker assumes no liability whatsoever for COD payments that default, without exception or limitation, for any reason whatsoever, including but not limited to those that default due to a lack of funds, credit exceeding

---

established limits, erroneous, forged, counterfeit, stolen or fraudulent checks, drafts, currency, credit card or voucher.

---

**Item 520: FORCE MAJEURE EVENTS**

Broker shall not be liable for any failure to perform, including failure to timely perform, services under this tariff where such failure is wholly or partially due to an Act of God, War, Fire, Weather, Explosion, Riot, Civil Commotion, Act of Terrorism, Restriction by Government or other Authority, Strikes, Lock Outs, Failure of Suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Broker to control, or which could not be reasonably anticipated by Broker.

---

**Item 530: APPOINTMENTS**

Broker agrees to arrange for transportation of shipments in accordance with safe and legal transit times. Broker will not be liable for late deliveries or unkept appointments unless such late delivery or unkept appointment is beyond Broker's duty to arrange for transportation with reasonable dispatch. In no event shall a time quotation be considered a guarantee of delivery time.

---

**Item 540: IMPRACTICABLE OPERATIONS**

Nothing in this tariff shall be construed as making it binding upon Broker to arrange for a Servicing Carrier to accept freight from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this tariff, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, Broker reserves the right to refuse or reject requests for service if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.

---

**Item 550: LIMITATION OF SIZE AND WEIGHT**

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles or facilities. Without limiting the foregoing, Broker is not required to accept for transportation or arrange for transportation of any lading that exceeds 45,000 pounds or which occupies the full visible capacity of the trailer provided.

---

**Item 560: WARRANTIES**

Broker makes no warranties, implied or other, for any transportation and/or related services provided.

---

**Item 570: NON-WAIVER**

Failure by Broker to apply or enforce the provisions of its tariff(s), service guides, standard operating procedures, terms & conditions, or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided.

---

**Item 580: PACKAGING, MARKING AND PAPERWORK**

The “shipper,” not Broker, is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

---

**Item 600: STORAGE RIGHTS**

On refused, rejected or other shipments where Broker is unable to deliver a shipment or part of a shipment, to its intended final destination, Broker shall be entitled to recover any and all costs in any way associated with the storage of any cargo. At its sole option, Broker may deposit the cargo in a public warehouse or storage facility under the consignee’s, and/or shipper’s name so that storage fees do not accrue against Broker.

Broker liability for loss or damage to cargo is eliminated once cargo is deposited.

---

**Item 700: SHIPPER BILL OF LADING / AIRWAY BILLS / PAPERWORK**

Bills of Lading and/or paperwork provided by a shipper, broker, forwarder, other carrier, intermediary, or other documents not issued by Broker, shall act solely as “receipts” for the transfer of custody of cargo only. All terms and conditions of transport shall be pursuant to Broker’s Bill of Lading and applicable tariffs in effect when service is provided.

---

**Item 710: SUBCONTRACTING RIGHTS**

Broker may, at its sole discretion, utilize the services of other intermediaries or modes of transportation. Broker’s liability to Customer will not change unless agreed upon in writing by Broker and Customer.

---