

MOTOR FREIGHT RULES CIRCULAR

PRODUCTIVE TRANSPORTATION CARRIER CORPORATION

**RULES AND REGULATIONS
AND CHARGES**

APPLYING ON

**TRUCKLOAD AND
LESS THAN TRUCKLOAD LINE HAUL
FREIGHT ALL KINDS**

BETWEEN ALL POINTS
IN THE UNITED STATES

FOR GOVERNING PUBLICATIONS, SEE ITEM 100

THIS RULES CIRCULAR APPLIES ON THE INTERSTATE COMMERCE

THIS RULES CIRCULAR CANCELS AND
REPLACE ALL PREVIOUS RULES CIRCULARS

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TABLE OF CONTENTS

SECTION 1-GOVERNING PUBLICATIONS AND DEFINITIONS	4	
Item 100	BILL OF LADING	4
Item 120	APPLICATION OF CIRCULAR	4
Item 130	MILAGE GUIDE	4
Item 140	RATES AND SCHEDULES	4
Item 142	FORUM SELECTION	5
Item 150	NOTICE AND AMENDMENTS	5
Item 170	OTHER GOVERNING PUBLICATIONS	5
Item 180	DEFINITIONS	5
Item 190	ABBREVIATIONS AND REFERENCE MARKS	6
SECTION 2- SCOPE OF OPERATIONS	7	
Item 200	TERRITORIAL SCOPE	7
Item 205	COMMODITY LIMITATIONS	7
Item 210	INTERMODAL SHIPMENTS	7
Item 215	REGULATED VERSUS EXEMPT	7
Item 220	INTERSTATE VERSUS INTRASTATE	7
Item 225	SHIPMENT LIMITATIONS	8
Item 230	IMPRACTICAL OPERATIONS	8
Item 235	APPOINTMENTS/PICKUP AND DELIVERY TIMES	8
Item 240	IMPORT AND EXPORT FREIGHT	8
Item 245	PICKUP AND DELIVERY SERVICE	8
Item 250	SHIPPER LOAD AND COUNT	9
Item 255	FREE TIME	9
Item 260	SUBSTITUTED SERVICE	9
SECTION 3- ACCESSORIAL CHARGES	10	
Item 300	APPLICATION OF THE ACCESSORIAL CHARGES	10
Item 305	DETENTION-VEHICLES WITH POWER UNITS	10
Item 310	DETENTION-VEHICLES WITHOUT POWER UNITS	11
Item 315	LOADING AND UNLOADING	12
Item 320	PALLET EXCHANGE	12
Item 330	COLLECT AND DELIVERY	12
Item 335	ADDITIONAL LICENSE, PERMIT FEES, AND IMBOUND PERMITS	12
Item 340	RECONSIGNMENT OR DIVERSION	13
Item 345	STOP-OFFS	13
Item 350	EXPEDITED SERVICE/EXCLUSIVE USE	14
Item 355	PROOF OF DELIVERY CHARGE	14
Item 368	MOTOR CARRIER'S RECOURSE REGARDING LIABILITY OF CHARGES	15
Item 370	FINES	15
Item 372	EQUIPMENT DAMAGE CHARGES	15

SECTION 4-CLAIM LIABILITY AND LIMITATIONS	16
Item 400	LIMITATION OF CARRIER LIABILITY 16
Item 403	EXPIRATION OF FREE TIME/WAREHOUSEMAN STATUS 16
Item 405	PACKING OR PACKASGING – SHORTAGE 16
Item 410	SPECIAL AND CONSEQUENTIAL DAMAGES 16
Item 415	RELEASED EVALUATION/SIMPLIFIED PRICING 17
Item 420	ALTERNATIVE RATES AVAILABLE 17
Item 425	INADVERTENCE CLAUSE 17
Item 430	SPOTTED EQUIPMENT 17
Item 435	ADDITIONAL LIABILITY LIMITS 17
SECTION 5-CLAIMS PROCESSING AND SALVAGE	18
Item 500	CARGO CLAIMS APPLICATION 18
Item 510	FILING OF CLAIMS 18
Item 520	ACKNOWLEDGEMENT OF CLAIMS 19
Item 530	INVESTIGATION OF CLAIMS 19
Item 540	DISPOSITION OF CARGO CLAIMS 20
Item 550	CLAIMS LOSS AND DAMAGE-SALVAGE 20
Item 560	DISPOSITION OF OVERAGE 20
Item 570	DISPOSITION OF CONTESTED CARGO CLAIMS 21
SECTION 6- COLLECTION AND PAYMENT OF FREIGHT CHARGES	21
Item 610	INVOICES 21
Item 620	COLLECTION AND PAYMENT OF CHARGES 21
Item 622	DISPUTED INVOICES OR PAYMENTS 21
Item 630	PAYMENT WITHOUT OFFSET 22
Item 640	INTEREST AND FEES ON PAST DUE ACCOUNTS 22
Item 650	THIRD PARTY BILLING 22
Item 660	PRIORITY OF FREIGHT CHARGE OBLIGATION 22
Item 670	LEIN FOR FREIGHT CHARGES 23

**SECTION 1-
GOVERNING PUBLICATION AND DEFINITIONS**

Item 100

BILLS OF LADING

The terms and conditions of the following bill of lading shall apply.

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.

Item 120

APPLICATION OF CIRCULAR

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

Item 130

MILAGE GUIDE

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

ALK ASSOCIATES VERSION 22, PC MILER PRACTICAL ROUTE

Item 140

RATES AND SCHEDULES

The rules published herein are applicable to all shipments transported by Carriers 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 142

FORUM SELECTION

Any action to enforce any provision of this rules circular or regarding any transportation services provided by carrier or charges related thereto shall be brought in a court of competent jurisdiction in Buffalo, New York. All parties agree to submit to the jurisdiction of the New York state and federal courts and waive any claim of forum non conveniens.

Item 150

NOTICES AND AMENDMENTS

Upon written request, Carrier will provide its customers and shippers with copies of all applicable rules circular and rates. Rules circulars and accessorial charges on Carrier's web site at:

WWW.PRODUCTIVETRANSPORTATION.COM

Item 170

OTHER GOVERNING PUBLICATIONS

National Motor Freight Classification 100

Item 180

DEFINITIONS

- (A) Shipments is a tender of freight received from one consignor, at one time, at one place, destined to one consignee at one location, and covered by one bill of lading.
- (B) Carrier shall be named on the bill of lading as the origin carrier of all shipments.
- (C) Unless arranged or agreed upon in writing prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for particular market, but is responsible to transport a shipment with reasonable dispatch, as that term is defined at common law. Carrier shall not be responsible for special or consequential damages resulting from delayed delivery.

(D) Spot rare shall mean a rate agreed upon by only shipper and carrier as applicable to a single shipment or, if in writing, a limited number of shipments representing a continuous number of shipments arranged at a single time with a single offer and single acceptance.

Item 190

ABBREVIATIONS AND REFERENCE MARKS

Explanations of abbreviations and reference marks:

@ = Addition

◇ = Increase

▼ = reduction

▲ = Change in wording which results in neither increase nor reduction

(D) = For any mileage not shown, use next greater mileage

VMW = Volume minimum weight

FS = Full Service- Loading and unloading included in rate

N/A = Not Applicable

FMCSA Federal Motor Carriers Safety Administration

STB Surface Transportation Board

LB Pound or Pounds

LTL Less-than-truckload

M Thousand

MF Motor Freight

NOS Not otherwise specified herein

TL Truckload

STBOL Standard Truckload Bill of Lading

SECTION 2-
SCOPE OF OPERATIONS

Item 200

TERRITORIAL SCOPE

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC 278056 and DOT No. 572094 to transport: To operate as a common carrier, by motor vehicle, in interstate or foreign commerce; over irregular routes, transporting general commodities; highway route controlled between points in the United States (except Alaska and Hawaii).

Item 205

COMMODITY LIMITATIONS

Carrier does not hold out to transport jewelry, objects d'art, currency, documents, and items of unusual value or rare metals. Unless otherwise indicated herein or agreed to by contract.

Item 210

INTERMODAL SHIPMENTS

Carrier participates in the Uniform Intermodal Interchange Agreement (UIIA).

Item 215

REGULATED VERSUS 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).

Item 220

INTERSTATE VERSUS INTRASTATE

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

Item 225

SHIPMENT LIMITATIONS

Carrier shall not be required to accept for transportation any truckload shipment which exceeds 45,000 pounds or which occupies more than the full visible capacity of the trailer which is provided.

Item 230

IMPRACTICAL OPERATIONS

Nothing in this rules 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
 - (C) Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest, the existence of violence, or such possible disturbance as to create reasonable apprehension of danger to person or property.
-

Item 235

APPOINTMENTS/PICKUP AND DELIVERY TIMES

Appointments shall be made at no charge. Carrier shall not be liable for late deliveries or unkept appointments. Consignee shall facilitate prompt unloading in the event of missed appointments.

Item 240

IMPORT AND EXPORT FREIGHT

Limitations 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 U.S. 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 the U.S. 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 U.S. Customs Agent (and the Customs Agents' 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 245

PICKUP AND DELIVERY SERVICE

The rates named 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 250

SHIPPER LOAD AND COUNT

All shipments shall be loaded by the shipper and unloaded by the consignee. Carrier's drivers are instructed to sign bill 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 255

FREE TIME

Carrier shall allow one hour for local up to 100 miles and two hours for 101 miles and up of free time either for loading or unloading for vehicles with power units and drivers.

Carrier shall allow 12 hours of free time both for loading and unloading of spotted trailers. Such time shall commence from the time the trailer is spotted or from the time the trailer was requested to be spotted, whichever is later, but Saturdays, Sundays or holidays shall not be included in the calculation of free time.

Item 260

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.

SECTION 3-
ACCESSORIAL CHARGES

Item 300

APPLICATION OF ACCESSORIAL CHARGES

In addition to the line haul or base rate for any shipment and unless otherwise agreed in writing, the following accessorial charges shall apply and shall be reflected on the Carrier's invoice for services rendered.

Specific accessorial rates and charges are available on Carrier's website:

www.productivetransportation.com

Item 305

DETENTION-VEHICLES WITH POWER UNITS

- (A) This item applies on shipments when the carrier's vehicles with driver and power units are delayed or detained beyond the free time provided for herein at time of delivery to the consignee or at time of pick-up at the consignor's place of business when such delay is not the fault of carrier.
- (B) Unless otherwise agreed, charges for detention will be charged to the consignee in the case of unloading and to the shipper in the case of loading.
- (C) When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of driver's arrival and that the trailer is available for loading or unloading, as the case may be, but in no case shall time commence prior to the time of any appointment or the actual time of loading or unloading, whichever is first.
- (D) When computing detention charges, all non-working time shall be excluded. Non-working time includes lunch breaks, coffee breaks and rest breaks.
- (E) If, at the end of the business day, unloading has not been completed and cannot be completed that day, the shipper or consignee shall be given the following options:
 - (1) Carrier may return to carrier's terminal with what freight has not been loaded or unloaded, but carrier shall return the following day with the balance of the freight at the commencement of shipper's or consignee's work day; or,

- (2) Carrier will spot trailer at shipper or consignee location and return the following day, and further, trailer will be subject to charges for detention with power pursuant to Item 310 beginning immediately upon spotting of the trailer; and,
 - (3) In either case, any unused free time from the first day will continue into the second day, charges to commence when all free time has expired.
- (F) If a vehicle is both unloaded and reloaded, each transaction will be considered separately and free time shall apply to each separately.
- (G) When delay occurs beyond free time, detention shall be charged.
- (H) Carrier shall give shipper or consignee the opportunity of signing the detention records and the shipper or consignee is to make any corrections to these records at the time. If shipper or consignee refuses to sign these records, carrier's records will govern.

Item 310

DETENTION-VECHILES WITHOUT POWER UNITS

- (A) This item applies when carrier spots a trailer/container at the facilities of the shipper or consignee for the loading or unloading of shipments upon the request of shipper, but neither this Item nor detention under any other term or condition shall apply if the carrier spots the trailer/container for carrier's convenience with or without the authorization of shipper or consignee.
- (B) Time shall commence with the spotting of the trailer/container and shall end when carrier is notified by the shipper or consignee that the trailer/container is available for removal from the premises of the shipper or consignee when trailer/container is dropped within 15 miles or less of carrier's terminal. If trailer/container is beyond 15 miles, the time shall not end until the shipper or consignee has authorized payment of carrier's bobtail charge.
- (C) If a trailer/container is both unloaded and re-loaded, an additional two days of free time shall be allowed.
- (D) After expiration of free time as provided herein, charges for delaying carrier's owned or leased trailer beyond free time shall be accrued each 4 hour period or fraction thereof.
- (E) For intermodal equipment, free time shall be the same as designated by the equipment lessor and charges shall be the same as designated by the equipment lessor plus 10% handling fee for the carrier.

Item 315

LOADING AND UNLOADING

Rates in this rules circular contemplate loading of the freight by the shipper and the unloading of freight by the consignee, except that if the shipper or consignee requests and carrier furnishes outside labor to load and unload the vehicle, all charges for such outside labor are to be paid by the shipper or consignee, who will be billed for actual time of outside labor. If the driver is required to assist with loading and/or unloading a charge will be assessed in addition to all other applicable charges. Holidays will include New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day.

Item 320

PALLET EXCHANGE

In those instances where a party requests carrier perform pallet exchange services, said services will be performed by carrier at a charge. Requests for pallet exchange service must be noted on the bill of lading at the time of pick-up by carrier. Charges for this service will be billed to the party paying the freight charges.

Item 330

COLLECT ON DELIVERY

Carrier does not holed out to provide a collect on delivery service. Carrier's drivers are not authorized to accept bills of lading which require the consignee to pay the driver in cash or by check for the goods transported as a precondition of delivery. If a collect on delivery shipment is inadvertently accepted and delivered without obtaining payment or if payment is stopped on uncertified finds, shipper's sole recourse shall be to the consignee.

Item 335

ADDITIONAL LICENSE, PERMIT FEES, AND INBOND PERMITS

Whenever any additional license or permits are required, such as but not limited to, foreign commerce or customs fees, the charges for same shall be added to the freight invoice.

Item 340

RECONSIGNMENT OR DIVERSION

A request for a reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

- (A) A request for reconsignment or diversion must be confirmed in writing, which shall include facsimile or emailed transmissions.
 - (B) A reconsignment prior to movement of a shipment shall bear the rate that would otherwise have applied if the shipment was originally scheduled for movement to the final destination.
 - (C) A diversion en route shall bear a charge for each shipment re-consigned or diverted. Charges from origin to point of reconsignment or diversion shall be determined on the basis of the distance from origin to final destination via the re-consignment or diversion point.
 - (D) If the shipment is returned to the origin point, the rate to be applied will be the applicable rate to the most distant point actually traveled in addition to the mileage rate from same back to point of origin.
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Item 345

STOP-OFFS

The following provisions govern shipments accorded additional stops in transit to partially load or unload, except as otherwise specifically provided.

- (A) Shipments received from one consignor at one point at one time and covered by one bill of lading, may be stopped in transit for partial loading and/or unloading only at points with the scope of carrier's operations or as otherwise agreed by carrier.
- (B) The party or parties authorized and designated by the shipper to accept or tender freight at a point or place of stop-off may be the same or other than the billed consignee.
- (C) The bill of lading shall designate the following:
 - (1) Stop-off point or points and places.
 - (2) The weight, quantities, markings, and description of articles to be loaded or unloaded.
 - (3) The name and address of the party authorized to tender freight or to accept freight for unloading at point of stop-off.

- (D) The driver of the vehicle shall obtain in writing a statement such as a notation on the freight bill or delivery receipt of the quantity and description of the portion of the shipment unloaded at each stop-off point or on the bill of lading.
 - (E) Stop-offs for partial loading or unloading will not be permitted on shipments moving on which Section 7 of the bill of lading has been executed.
 - (F) The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off may be permitted if agreed to with shipper and noted on the bill of lading.
 - (G) Freight charges on a shipment stopped to partially load or unload must be prepaid or guaranteed by the shipper. If not prepaid, the shipper must show on the bill of lading the name of one party from whom the entire freight charges, including the stop-off charges, shall be collected, which must be a party to whom a portion of the shipment is to be delivered.
 - (H) Transportation charges, other than the charges for the stop-off service shall be assessed at the rate applicable from point of origin to final destination.
-

Item 350

EXPEDITED SERVICE/EXCLUSIVE USE

Carrier is not bound to transport property in any particular vehicle in time for any particular market other than to transport merchandise with reasonable dispatch. Carrier is not responsible for any loss which might be incurred as a result of special or consequential damages.

Unless shipper makes arrangements for team drivers or special relays, shipper understands that truckload shipments will be transported from origin to destination by a single driver in accordance with the U.S. Department of Transportation hours of service requirements.

When carrier is requested by consignor or consignee to provide expedited or team service an additional charge will be assessed on line haul charges only to the party making the request. The bill of lading must be noted "Carrier requested to provide expedited or team service."

These charges will be in addition to all other applicable charges.

Item 355

PROOF OF DELIVERY CHARGE

A charge will apply for providing proof of delivery on shipments to which no exceptions were noted.

Item 368

MOTOR CARRIER'S RECOURSE REGARDING LIABILITY OF CHARGES

All accessorial charges, demurrage, per diem, etc. are the responsibility of the party contracting motor carrier for its services or such party's customer. Motor carrier has full recourse and permission of the contracting party, including but not limited with equipment owners, to seek and recover any/all funds from the shipper, consignee, etc.

Item 370

FINES

Shipper shall be responsible party for payment of or reimbursement to carrier for any fines resulting from excess weight of any shipment that causes the carrier to be in violation of any local, state, or federal law. Fines incurred for equipment defects are the responsibility of the party deemed responsible under the provisions of the UIIA.

Item 372

EQUIPMENT DAMAGE CHARGES

Damages or loss of any kind incurred to Equipment of any type (whether owned by carrier or another equipment provider) while at the facility of and/or under the care of shipper, consignee or customer, will be the responsibility of the contracting party. Carrier reserves the right to recover any unpaid charges from shipper as necessary.

Failure of the shipper, consignee or their respective agents and spotting service to notice damages at time of tender shall be prima facie evident that same was spotted in good condition.

Shipper and/or consignee shall be liable for the repair cost to any equipment damaged while spotted at their facility. Such damage shall be noted by carrier at time of pick-up and invoices for repairs shall be accompanied by supporting documents.

Carrier reserves the right to recover any unpaid damages from any party involved in the incident, including contracting party's customers, consignee, etc.

**SECTION 4-
CLAIMS LIABILITY AND LIMITATIONS**

Item 400

LIMITATIONS OF CARRIER LIABILITY

Carrier will not be liable to the owner of property for loss or delay caused by (1) act of default of the shipper, owner or consignee; (2) an Act of God, the public enemy, authority of law, quarantine, embargo, riot, strike, perils of navigation, or hazard and danger incident to a state of war; and (3) freezing or spoiling of any perishable goods or property or for natural shrinkage. Carrier shall not be liable for any special, incidental, indirect or consequential damages (including without limitation lost profits or business opportunity) or punitive or exemplary damages incurred or suffered by the shipper as a result of overage, shortage or damage to shipments transported.

Item 403

EXPIRATION OF FREE TIME/WAREHOUSE STATUS

The shipper and/or consignor shall be responsible for all applicable per diem and detention time after the expiration of free time where shipper and/or receiver have declined to accept timely tender request pickup of intermodal equipment spotted at their facilities for their loading or unloading convenience. Where a consignee's failure to accept timely tender has resulted in expiration of free time, carrier's liability for cargo in its possession pending delivery shall be that of a warehouseman only and, in the absence of negligence, carrier shall not be liable for theft or mysterious disappearance.

Item 405

PACKING OR PACKAGING-SHORTAGE

Carrier will not be responsible for shortage on shipments which 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 binds, pallets, platforms or skids on such shipments.

Item 410

SPECIAL AND CONSEQUENTIAL 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.

Item 415

RELEASED EVALUATION/SIMPLIFIED PRICING

Unless otherwise agreed in writing, all common carrier shipments are rated as Freight All Kinds for named customers and are subject to a maximum cargo liability of \$2.50 per pound per article or \$ 100,000 per truckload shipment, whichever is less.

Item 420

ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher release values than those indicated above from carrier's Operations Manager by calling 716-833-5700. Any such alternative rate shall be reflected by the insertion of the higher release value and specially assigned identification number on the bill of lading at the time of pick-up.

Item 425

INADVERTENCE 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, the shipment will 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 430

SPOTTED EQUIPMENT

Carrier responsibility for cargo begins when carrier picks up a shipment from the Shippers 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.

Item 435

ADDITIONAL LIABILITY LIMITS

In no event shall carrier's liability for cargo loss or damage exceed the maximum set forth in any through bill of lading or otherwise agreed to between the shipper (or beneficial owner) and the party which retains carrier's services.

**SECTION 5-
CLAIMS PROCESSING AND SALVAGE**

Item 500

CARGO CLAIMS APPLICATION

The provisions of this Circular are filed 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.

Item 510

FILING OF CLAIMS

- (A) Claims in writing are required within nine (9) months from the date of delivery or reasonable time during which 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 (b) 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 of carriage, and all rules circular provisions applicable thereto. Claims for concealed damages will be submitted to carrier within forty-eight (48) hours of delivery. Any suit to recover loss of damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- (B) 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 or applicable contract between carrier and shipper.
- (C) Documents not constituting claims such as bad order reports, appraisal report 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 (B) above.

- (D) 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 baggage or 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 (B) above.

Item 520

ACKNOWLEDGMENT OF CLAIMS

- (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 with thirty (30) days of the receipt thereof. Carrier shall indicate in its acknowledgement 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 acknowledgement of the 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 acknowledgement of receipt to the claimant.

Item 530

INVESTIGATION OF CLAIMS

- (A) Prompt investigation is required. 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.

- (B) 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 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.
- (C) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipment 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.

Item 540

DISPOSITION OF CARGO CLAIMS

Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant with 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 the delay in making final disposition thereof and it shall retain a copy of each such advice to the claimant in its claim file thereon.

Item 550

CLAIMS LOSS AND 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 a competent salvage agent. 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 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.

Item 560

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 or consignee decline to accept overages and mitigate damages, carrier shall treat any overage as salvage and after notice shall sell 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 570

DISPOSITION OF CONTESTED CARGO CLAIMS

Unless the parties agree to voluntary alternative dispute resolution, disputed claims will be subject to 49 U.S.C. 14706 (the Carmack Amendment) subject to any applicable released evaluation. Claimant waives any right to setoff or offset of contested and unliquidated cargo claims against freight charges otherwise due to carrier as a precondition of service. Claimants

agree to forfeiture of any contested claim asserted by it as a setoff notice and demand for freight charges.

**SECTION 6-
COLLECTION AND PAYMENT OF FREIGHT CHARGES**

Item 610

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 620

COLLECTION AND PAYMENT OF CHARGES

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 within thirty (30) days. A finance charge of 1.5% per month will be payable on credited amount not paid within thirty (30) days.

Item 622

DISPUTED INVOICES OR PAYMENTS

Any dispute regarding carrier's invoice or alleged overpayment to carrier must be brought to carrier's attention within sixty (60) days of the date the invoice was first due or the alleged overpayment made. Failure to do so constitutes a waiver of any such claim and action thereon is forfeited.

Item 630

PAYMENT WITHOUT OFFSET

Consignor and/or Consignee 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 circular and following and neither consignor or consignee shall deprive carrier of proper cargo insurance adjustment by unilateral deduction of claim from payment of freight charges due.

Item 640

INTEREST AND FEES ON PAST DUE ACCOUNTS

Carrier will assess 1.5% per month on past due indebtedness for freight accessorial invoices 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, customer shall pay reasonable attorney's fees and costs.

Item 650

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 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 consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment 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 regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

Item 660

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 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 its 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, unless Section 7 of the STBOL is signed, and to the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with Section 7 of the STBOL.

Item 670

LIEN FOR FREIGHT CHARGES

Carrier shall have a possessory lien on shipment in its dominion and control for the payment of freight charges past and present.

