

Table of Contents
Item Number and/or Topic Page

ITEM 010 - OVERVIEW AND DESCRIPTION OF THIS DOCUMENT	9
ITEM 020 - LIST OF PARTICIPATING CARRIERS	9
ITEM 100 - GOVERNING PUBLICATIONS.....	9
ITEM 110 - DEFINITIONS AND EXPLANATIONS OF TERMS, PUNCTUATION AND REFERENCE.....	10
ITEM 120 - INVOICING OF ACCESSORIAL CHARGES - GENERAL RULES.....	12
ITEM 130 - MINIMUM CHARGES - ABSOLUTE MINIMUM CHARGE FLOORS.....	12
ITEM 155 - DISCLAIMER REGARDING UNWRITTEN.....	12
ITEM 176 - CURRENCIES APPLICABLE FOR INVOICING AND PAYMENTS.....	12
ITEM 345 - ARRIVAL NOTICE OR UNDELIVERED FREIGHT.....	13
ITEM 350 - UNCLAIMED OR ABANDONED FREIGHT - NOTICE AND DISPOSITION OF PROPERTY	13
ITEM 360 - BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES.....	14
ITEM 361 - BILLS-OF-LADING - FAK OR "FREIGHT ALL KINDS" SHIPMENTS.....	17
ITEM 365 - BILL OF LADING, STRAIGHT – CONTRACT TERMS AND CONDITIONS.....	17
ITEM 381 - METHOD OF CANCELLING PAGES.....	17
ITEM 385 - LINEAL FOOT RULE.....	17
ITEM 395 - HOUSHOLD GOODS	17
ITEM 398 - PICK-UP OR DELIVERY SERVICE TO GROCERY WAREHOUSES	18
ITEM 399 - DELIVERIES TO FULFILLMENT CENTERS	18
ITEM 400 - BILL-OF-LADING CHANGES - BY SHIPPER, CONSIGNEE, OR DESIGNATED THIRD PARTY	18
ITEM 401 - CORRECTED BILLS-OF-LADING - THIRD-PARTY SHIPMENTS - COLLECTION OF CHARGES.....	18
ITEM 410 - 3PL'S - SPECIAL TERMS, CONDITIONS AND REQUIREMENTS.....	19
ITEM 428 - HANDLING OF DOCUMENTS FOR CUSTOMS CLEARANCE	20
ITEM 430 - COLLECT ON DELIVERY (COD) SHIPMENTS.....	20
ITEM 460 - OVERCHARGE AND DUPLICATE PAYMENT CLAIMS	21
ITEM 470 - CONTROL AND EXCLUSIVE USE OF VEHICLE	23
ITEM 480 - CUSTOMS OR IN-BOND FREIGHT.....	23
ITEM 485 - DELIVERY SERVICE SCHEDULED APPOINTMENT	24
ITEM 495 - SLC-SHIPPER LOAD & COUNT - SPOTTED TRAILERS/CONTAINERS - TERMS AND CONDITIONS.....	24
ITEM 500 - DETENTION - VEHICLES WITH POWER UNITS - LABOR AND EQUIPMENT DELAY CHARGES	25
ITEM 501 - LABOR AND EQUIPMENT DELAY CHARGES - DETENTION - VEHICLES WITHOUT POWER UNITS (TRAILER RENTAL)	27
DETENTION - VEHICLES WITHOUT POWER UNITS - SPOTTING OR DROPPING TRAILERS:.....	27
ITEM 503 - DETENTION-PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING	28
ITEM 512 - DISCOUNT APPLICATION.....	28
ITEM 513 - DISCOUNT CANCELLATION DUE TO INACTIVITY.....	28
ITEM 515 - DISCOUNT CALCULATIONS	29
ITEM 520 - EQUIPMENT	29
ITEM 550 - EXPORT AND IMPORT DOCUMENTARY INSTRUCTIONS - <i>INFORMATION ONLY</i>	29
ITEM 560 - EXTRA LABOR LOADING OR UNLOADING.....	30
ITEM 562 - FORK LIFT AND/OR PALLET JACK SERVICE	31
ITEM 566 - INSIDE DELIVERY - HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE.....	31

ITEM 568 - HAZARDOUS MATERIALS.....	31
ITEM 570 - IMPRACTICABLE OPERATIONS.....	31
ITEM 575 - FUEL SURCHARGE	31
ITEM 578 - LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE.....	32
ITEM 580 - MARKING OR TAGGING FREIGHT - CHANGING MARKING OR TAGS	32
ITEM 597 - MAXIMUM WEIGHTS.....	32
ITEM 611 - DENSITY- METHOD OF DETERMINING.....	33
ITEM 640 - MIXED SHIPMENTS (EXCEPTION TO NMFC ITEMS 640 AND 645).....	33
ITEM 645 - MIXED SHIPMENTS - TL OR VOL (EXCEPTION TO NMFC ITEM 645).....	33
ITEM 647 - NOTIFICATION PRIOR TO DELIVERY	34
ITEM 660 - LOADING/UNLOADING ALLOWANCES.....	34
ITEM 670 - OVER-DIMENSION, OVER-LENGTH OR OVER-WEIGHT FREIGHT- COMMODITIES OF EXTREME CONFIGURATION	34
ITEM 680 - PACKING OR PACKAGING REQUIREMENTS	35
ITEM 710 - PALLETIZED FREIGHT.....	36
ITEM 712 - PALLETS, ETC., RETURN OF.....	36
ITEM 719 - RATES AND CHARGES STATED IN UNITED STATES CURRENCY	36
ITEM 720 - PAYMENT OF FREIGHT CHARGES, LATE PAYMENT FEE	36
ITEM 721 - RETURNED CHECKS, CHARGE FOR.....	37
ITEM 750 - PICK-UP OR DELIVERY SERVICE.....	37
ITEM 751 - PICK-UP OR DELIVERY SERVICE AT LIMITED ACCESS LOCATIONS	38
ITEM 752 - PICK-UP OR DELIVERY SERVICE AT CONSTRUCTION SITES.....	39
ITEM 753 - SAME DAY DELIVERY CHARGE.....	39
ITEM 754 - PICK-UP AND DELIVERY CHARGE (AFTER 5:00 PM OR BEFORE 6:00 AM).....	39
ITEM 755 - PICK-UP OR DELIVERY ON SATURDAYS	39
ITEM 756 - PICK-UP OR DELIVERY ON SUNDAYS OR LEGAL HOLIDAYS	39
ITEM 757 - LIFT-GATE SERVICE (Hydraulic/Mechanical Tailgate Lifts and other Loading or Unloading Devices).....	39
ITEM 758 - DELIVERIES TO MILITARY INSTALLATIONS - HOMELAND SECURITY FEE	39
ITEM 759 - RESIDENTIAL DELIVERY and/or RESIDENTIAL PICK-UP	39
ITEM 760 - RURAL LOCATION OR FARM PICK-UP OR DELIVERY SERVICE.....	40
ITEM 765 - PRECEDENCE OF RATES.....	40
ITEM 769 - PREPAYMENT OR GUARANTEE OF CHARGES	41
ITEM 770 - PREPAYMENT OF CHARGES	41
ITEM 775 - PREPAYMENT OF CHARGES ON EXPORT SHIPMENTS.....	41
ITEM 779 - LIABILITY LIMITS - GENERAL APPLICATION AND SCOPE	41
ITEM 780 - LIABILITY LIMITS - PROHIBITED OR RESTRICTED COMMODITIES (SUBJECT TO NOTES 1-7)	42
ITEM 781 - CLAIM FILING - MINIMUM ALLOWABLE CLAIM = \$50.00	44
ITEM 782 - CLAIM FILING - FREIGHT CHARGES MUST BE PAID BEFORE CLAIMS ARE PROCESSED OR PAID	44
ITEM 783 - LIABILITY LIMITS - MAXIMUM LIABILITY LIMITS BY NMFC CLASSES OR EXCEPTION RATINGS.....	44
ITEM 784 - LIABILITY LIMITS - MAXIMUM LIABILITY PER SHIPMENT WHEN CLAIMANT HAS NO JAHN TRANSFER PRICING PROGRAM.....	47
ITEM 786 - LIABILITY LIMITS - PALLET PROGRAM SHIPMENTS.....	47
ITEM 787 - LIABILITY LIMITS - SPOT QUOTED SHIPMENTS (One time quote offering).....	47
ITEM 788 - CLAIM FILING - PROCESS AND REQUIREMENTS.....	47
ITEM 789 - LIABILITY LIMITS - ITEMS WITH HIGH RISK.....	49
ITEM 790 - LIABILITY LIMITS - USED, RECONDITIONED, REMANUFACTURED OR REFURBISHED COMMODITIES	50

ITEM 794 - LITIGATION	50
ITEM 810 - PROTECTIVE SERVICE AGAINST HEAT OR COLD	51
ITEM 820 - RE-CONSIGNMENT OR DIVERSION	51
ITEM 830 - RE-DELIVERY	52
ITEM 835 - DOCK PICK-UPS - SHIPMENTS PICKED-UP BY CUSTOMERS AT CARRIER'S TERMINALSIDOCKS	53
ITEM 845 - REFERENCE TO PUBLICATIONS, ITEMS GROUPS, NOTES, RULES, ETC	53
ITEM 850 - RELEASED VALUE PROVISIONS	53
ITEM 860 - RETURN TO ORIGIN OF UNDELIVERED SHIPMENTS	53
ITEM 880 - SEALING OF TRUCKS	53
ITEM 894 - REPACKAGING FEE AND/OR RE-PALLETIZATION FEE	54
ITEM 895 - SORTING OR SEGREGATING FREIGHT	54
ITEM 896 - SPECIAL SERVICES - QUOTATIONS OF ESTIMATED CHARGES	54
ITEM 897 - SPOT PRICING RULES AND CONDITIONS	54
ITEM 900 - STOPPING OF TRUCKLOAD SHIPMENTS FOR PARTIAL LOADING AND/OR PARTIAL UNLOADING GENERAL APPLICATION	55
ITEM 910 - STORAGE	56
ITEM 962 - CROSS-DOCK CHARGE - TERMINAL HANDLING CHARGE	56
ITEM 985 - VEHICLE FURNISHED BUT NOT USED	56
ITEM 987 - TRAILER DISPATCHED BUT NO FREIGHT TENDERED	56
ITEM 988 - PALLET PROGRAMS	56
ITEM 992 - WEIGHING OR RE-WEIGHING	57
ITEM 993 - WEIGHT AND INSPECTION PROCEDURES AND ADJUSTMENTS	57
ITEM 995 - WEIGHTS - GROSS WEIGHTS AND DUNNAGE	57
ITEM 996 - DETERMINATION OF FREIGHT CLASSES FOR RATING PURPOSES	58
EXPLANATIONS OF ABBREVIATIONS AND REFERENCE MARKS	59

Index

3

3PL'S - SPECIAL TERMS, CONDITIONS AND REQUIREMENTS	19
--	----

A

ABSOLUTE MINIMUM CHARGE FLOORS	12
ARRIVAL NOTICE OR UNDELIVERED FREIGHT	13

B

BILL OF LADING, STRAIGHT – CONTRACT TERMS AND CONDITIONS	17
BILL-OF-LADING CHANGES - CHANGE OF TERMS ON BILL OF LADING BY SHIPPER, CONSIGNEE, OR DESIGNATED THIRD PARTY	18
BILLS OF LADING	14
BILLS-OF-LADING - FAK OR "FREIGHT ALL KINDS" SHIPMENTS	17

C

CLAIM FILING - FREIGHT CHARGES	44
CLAIM FILING - MINIMUM ALLOWABLE CLAIM	44
CLAIM FILING - PROCESS AND REQUIREMENTS	47
COLLECT ON DELIVERY (COD) SHIPMENTS	19
CONSTRUCTION SITES	39
CONTROL AND EXCLUSIVE USE OF VEHICLE	22
CORRECTED BILLS-OF-LADING - THIRD-PARTY SHIPMENTS - COLLECTION OF CHARGES	18
CROSS-DOCK CHARGE	56
CURRENCIES APPLICABLE FOR INVOICING AND PAYMENTS	12
CUSTOMS OR IN-BOND FREIGHT	23

D

DEFINITIONS AND EXPLANATIONS OF TERMS	10
DELIVERIES TO FULFILLMENT CENTERS	18
DELIVERY SERVICE SCHEDULED APPOINTMENT	24
DENSITY- METHOD OF DETERMINING	33
DETENTION - VEHICLES WITH POWER UNITS	25
DETENTION - VEHICLES WITHOUT POWER UNITS --SPOTTING OR DROPPING TRAILERS	27
DETENTION-PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING	28
DISCOUNT APPLICATION	28
DISCOUNT CALCULATIONS	29
DISCOUNT CANCELLATION DUE TO INACTIVITY	28
DOCK PICK-UPS	53

E

EQUIPMENT	29
EXCLUSIVE USE OF VEHICLE	22
EXPLANATIONS OF ABBREVIATIONS AND REFERENCE MARKS	59
EXPORT AND IMPORT DOCUMENTARY INSTRUCTIONS - <i>INFORMATION ONLY</i>	29
EXTRA LABOR LOADING OR UNLOADING	30

F

FAK OR "FREIGHT ALL KINDS	17
FORK LIFT AND/OR PALLET JACK SERVICE	31
FREIGHT BILLS	14
FREIGHT CLASSES FOR RATING PURPOSES	58
FUEL SURCHARGE	31, 60
FULFILLMENT CENTERS	18

G

GOVERNING PUBLICATIONS	9
GROCERY WAREHOUSES	18
GROSS WEIGHTS AND DUNNAGE.....	57
GUARANTEE OF CHARGES	41

H

HANDLING OF DOCUMENTS FOR CUSTOMS CLEARANCE	19
HAZARDOUS MATERIALS.....	31
HOUSHOLD GOODS.....	17

I

IMPRACTICABLE OPERATIONS	31
INSIDE DELIVERY.....	31
INVOICING OF ACCESSORIAL CHARGES.....	12

L

LABOR AND EQUIPMENT DELAY	25
LABOR AND EQUIPMENT DELAY CHARGES - DETENTION - VEHICLES WITHOUT POWER UNITS	27
LATE PAYMENT FEE.....	36
LIABILITY LIMITS - GENERAL APPLICATION AND SCOPE.....	41
LIABILITY LIMITS - ITEMS WITH HIGH RISK	49
LIABILITY LIMITS - MAXIMUM LIABILITY LIMITS BY NMFC <u>CLASSES</u>	44
LIABILITY LIMITS - <u>PALLET</u> PROGRAM SHIPMENTS.....	47
LIABILITY LIMITS - PROHIBITED OR RESTRICTED COMMODITIES.....	42
LIABILITY LIMITS - SPOT QUOTED SHIPMENTS.....	47
LIABILITY LIMITS - USED, RECONDITIONED, REMANUFACTURED OR REFURBISHED COMMODITIES.....	50
LIFT-GATE SERVICE.....	39
LIMITED ACCESS LOCATIONS	38
LINEAL FOOT RULE.....	17
LITIGATION.....	50
LOADING/UNLOADING ALLOWANCES	34
LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE	32

M

MARKING OR TAGGING FREIGHT - CHANGING MARKING OR TAGS	32
MAXIMUM LIABILITY PER SHIPMENT WHEN CLAIMANT HAS NO JAHN TRANSFER PRICING PROGRAM.....	47
MAXIMUM WEIGHTS	32
METHOD OF CANCELLING PAGES	17
MILITARY INSTALLATIONS	39
MINIMUM ALLOWABLE CLAIM	44
MINIMUM CHARGES.....	12

MIXED SHIPMENTS	33
MIXED SHIPMENTS - TL OR VOL.....	33

N

NOTICE AND DISPOSITION OF PROPERTY	13
NOTIFICATION PRIOR TO DELIVERY	34

O

OVERCHARGE AND DUPLICATE PAYMENT CLAIMS	21
OVER-DIMENSION, OVER-LENGTH OR OVER-WEIGHT FREIGHT.....	34
OVERVIEW AND DESCRIPTION OF THIS DOCUMENT.....	9

P

PACKING OR PACKAGING REQUIREMENTS.....	35
PALLET JACK SERVICE.....	31
PALLET PROGRAMS.....	56
PALLETIZED FREIGHT.....	36
PALLETS, ETC., RETURN OF.....	36
PARTICIPATING CARRIERS	9
PAYMENT OF FREIGHT CHARGES	36
PICK-UP AND DELIVERY CHARGE (AFTER 5:00 PM OR BEFORE 6:00 AM	39
PICK-UP OR DELIVERY ON SATURDAYS.....	39
PICK-UP OR DELIVERY ON SUNDAYS OR LEGAL HOLIDAYS	39
PICK-UP OR DELIVERY SERVICE.....	37
PICK-UP OR DELIVERY SERVICE AT CONSTRUCTION SITES.....	39
PICK-UP OR DELIVERY SERVICE AT LIMITED ACCESS LOCATIONS.....	38
PICK-UP OR DELIVERY SERVICE TO GROCERY WAREHOUSES.....	18
PRECEDENCE OF RATES.....	40
PREPAYMENT OF CHARGES	41
PREPAYMENT OF CHARGES ON EXPORT SHIPMENTS.....	41
PREPAYMENT OR GUARANTEE OF CHARGES.....	41
PROTECTIVE SERVICE AGAINST HEAT OR COLD	51

Q

QUOTATIONS OF ESTIMATED CHARGES.....	54
--------------------------------------	----

R

RATES AND CHARGES STATED IN UNITED STATES CURRENCY	36
RE-CONSIGNMENT OR DIVERSION.....	51
RE-DELIVERY.....	52
REFERENCE TO PUBLICATIONS, ITEMS GROUPS, NOTES, RULES.....	53
RELEASED VALUE PROVISIONS.....	53
REPACKAGING FEE AND/OR RE-PALLETIZATION FEE.....	54
REPLACEMENT SHIPMENT POLICY	47
RESIDENTIAL DELIVERY and/or RESIDENTIAL PICK-UP	39
RESTRICTED COMMODITIES	42
RETURN TO ORIGIN OF UNDELIVERED SHIPMENTS.....	53
RETURNED CHECKS.....	37
RURAL LOCATION OR FARM PICK-UP OR DELIVERY SERVICE.....	40

S

SAME DAY DELIVERY CHARGE	39
SEALING OF TRUCKS	53
SECTION 7	18
SLC-SHIPPER LOAD & COUNT	24
SORTING OR SEGREGATING FREIGHT	54
SPECIAL SERVICES	54
SPOT PRICING RULES AND CONDITIONS	54
SPOTTED TRAILERS/CONTAINERS	24
STATEMENTS OF CHARGES	14
STOP-OFFS	55
STOPPING OF TRUCKLOAD SHIPMENTS FOR PARTIAL LOADING AND/OR PARTIAL UNLOADING	55
STORAGE	56

T

TERMINAL HANDLING CHARGE	56
TRAILER RENTAL	27
TRAILER DISPATCHED BUT NO FREIGHT TENDERED	56

U

UNCLAIMED OR ABANDONED FREIGHT	13
UNDELIVERED FREIGHT	13
UNLOADING BY CONSIGNEE	32
UNWRITTEN CONTRACTS	12
<u>USED</u> COMMODITIES	50

V

VEHICLE FURNISHED BUT NOT USED	56
--------------------------------------	----

W

WEIGHING OR RE-WEIGHING	57
WEIGHT AND INSPECTION PROCEDURES AND ADJUSTMENTS	57

Tariff Revisions Summary Sheet

THIS SUMMARY SHEET LISTS CHANGES MADE SUBSEQUENT TO RELEASE OF JAHN 190 RULES TARIFF EFFECTIVE 8-1-2015

Item	Revisions(s) Made	Effective Date of Revisions
575	LESS THAN 20000 LBS. FUEL SURCHARGE INCREASED 2.00%	December 1 2015
575	LESS THAN 20000 LBS. FUEL SURCHARGE INCREASED 1.00%	October 5 2021
575	20000 LBS. OR MORE FUEL SURCHARGE INCREASED 1.00%	October 5 2021

ITEM 010 - OVERVIEW AND DESCRIPTION OF THIS DOCUMENT

Standard transportation services provided by Jahn Transfer INC. (SCAC: JTI) include, at no extra charge, normal pickup service at origin during JTI's regular business hours, transfer of shipments to a CM Customer Service Center for loading onto line-haul equipment, over-the-road transportation of shipments to the delivering JTI Customer Service Center, transfer of shipments to a delivery truck and normal delivery during Jahn Transfers regular business hours at final destination at facilities with docks designed to receive freight shipments.

Sometimes, a Shipper/Consignor or Consignee may request and/or require optional/additional services beyond those normally associated with standard transportation services described above. The rules and charges contained herein are applicable whenever Jahn Transfer provides such special services.

This publication contains the descriptions/explanations of, and charges for, those special services that may be requested or required by the Shipper, Consignee or Third Party Payer. All rules, charges and provisions pertaining to the special services will apply to all shipments moving under all pricing publications and agreements, including individual customer pricing programs and agreements that make reference to the Jahn Transfer 100 Series Rules Tariff as a governing publication or as otherwise applicable.

Rules and Special Services each have Item Numbers assigned to them and are listed in the "Table of Contents" section of this publication. The services are listed in alphabetical order by title and/or key words. In some cases, several references point to the same Item Number. This format is intended to make it easier for users to find items of interest.

All rules and special services provisions in this publication apply on all shipments tendered to Jahn Transfer and are subject to change at any time. Any exceptions to these rules and provisions will be noted in specific account pricing program documents/agreements.

010

ITEM 020 - LIST OF PARTICIPATING CARRIERS

The following motor carriers participate in this tariff:

Name and Address of Motor Carrier	Standard Carrier Alpha Code (SCAC)
Jahn Transfer Inc.	JAHL

020

ITEM 100 - GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided in this tariff, by the following described tariffs and by revisions and/or supplements thereto or successive issues thereof:

CLASSIFICATION:

- (1) National Motor Freight Classification STB NMF 100 Series National Motor Freight Traffic Association, Inc., Agent, STB NMF 100 Series
- (2) The classes, rules and regulations, estimated and minimum truckload or volume weights, shipping and packing requirements, allowances and privileges, or other provision or conditions published in this tariff abrogate and supersede those in the NMF 100 Series which conflict herewith.
- (3) When the rates or classes published in this tariff are silent as to rules, regulations, estimated weights, shipping and packing requirements, allowances and privileges or other provisions or conditions, the rates or classes shall be subject to terms, including estimated weights, shipping and packing requirements and other provision and conditions, prescribed therefore in connection with the classes in the NMF 100 Series.
- (4) Descriptive headings or individual listings published in this tariff corresponding to the descriptive headings or individual listings used in NMF 100 series will be understood to include all notes or other qualifying statements which appear in connection with such corresponding descriptive headings or listings in NMF 100 series. Where notes or other qualifying statements in NMF 100 series refer only to "classes" such reference will also be taken to refer to "rates" in this tariff.
- (5) The ratings or classes in connection with truckload (IL) do not apply.
- (6) When Classes 77 and/or 92 are referenced in this tariff, they mean Classes 77.5 and/or 92.5 respectively.
(Continued on next page)

100

<p><i>(Continued from previous page)</i></p> <p>DANGEROUS COMMODITIES TARIFFS:</p> <p>Code of Federal Regulations, CFR Title 49 Series.</p> <p>MILEAGE GUIDE:</p> <p>PC Miler.</p> <p>ZIP CODE DIRECTORY:</p> <p>US Postal Service Zip Code Directory issued by The United States Postal Service.</p> <p>NOTE: IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE JAHN TRANSFER 100 RULES TARIFF AND ANY OF THE PUBLICATIONS LISTED IN THIS ITEM, THE TERMS AND CONDITIONS OF THE JAHN TRANSFER 100 RULES TARIFF SHALL CONTROL.</p>	<p>100</p> <p>cont.</p>
<p>ITEM 110 - DEFINITIONS AND EXPLANATIONS OF TERMS, PUNCTUATION AND REFERENCE</p> <p>The provisions of STB NMF 100 Series Item 110 will apply with the following additions/exceptions:</p> <p>The following general definitions will apply when such terms are used in this tariff or in tariffs governed by this tariff. Where different definitions are provided in Jahn Transfer pricing tariffs for the same terms in connection with rates, ratings, rules, or other provisions, such definitions will take precedence:</p> <ul style="list-style-type: none"> (1) "Business Day" or "Business Hours" means that time during which the carrier generally conducts operations where the service is performed. These terms do not include Sundays or Holidays. (2) "Container" means any box, crate, carton, rack, gaylord or other receptacle in which one or more commodities are shipped. (3) "Foreign Commerce" means commerce between any place in the United States and any place in a foreign country or between places in the United States through any foreign country, whether such commerce moves wholly by motor vehicle or partly by rail, express or water. (4) "Incident" or "Occurrence" means one cause or one series of similar causes. (5) "Interstate Traffic" means traffic between any place in a state and any place in another state, or between places in the same state through another state, whether such traffic moves wholly by motor vehicle or partly by motor vehicle and partly by rail, express or water. (6) "Intrastate Traffic" means traffic, moving from point of origin in one state to another point in the same state that does not move outside the state while in transit. (7) "LTL", (Less-Than-Truckload); "AQ" (Any Quantity); "Truckload"; or "Volume", for purposes of determining the application of rules, where reference is made to the terms "LTL", "AQ", "TL" or "Vol.", will be subject to the following: <ul style="list-style-type: none"> (a) In connection with class rated shipments: <ul style="list-style-type: none"> (i) Shipments subject to minimum weights of less than 20,000 pounds will be considered the equivalent to LTL or AQ. (ii) Shipments subject to minimum weights of 20,000 pounds or more will be considered the equivalent to Truckload. (b) In connection with other than class rated shipments, use of the terms LTL, AQ, or Vol., shall be consistent with definitions in STB NMF 100 Series (See Item 110) and Exceptions to such rules published herein. (8) "Loaded to Capacity" or "Capacity Load" refer to the extent to which a standard truck is loaded with freight, each term meaning: <ul style="list-style-type: none"> (a) That quantity of freight which when loaded in or on a standard truck equals the maximum legal load carrying capacity of the vehicle authorized by Federal, State, or Municipal laws or regulations, or: (b) That quantity of freight which, in the manner loaded, so fills a standard truck that no additional article in shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the truck or: <p><i>(Continued on next page)</i></p>	<p>110</p>

(Continued from previous page)

- (c) That quantity of freight which because of unusual shape or dimension or because of necessity for segregation or separation from other freight requires the entire capacity of a standard truck or:
- (d) That capacity of freight consisting of one article loaded in or on a vehicle when one additional article, weighing or more than the article loaded cannot be legally loaded because of the weight limitations of state or regulatory bodies.

110

cont.

(9) "Mixed Shipments" constitute a single shipment as defined in NMFC Item 640, which consists of two or more commodities assigned different items and/or sub numbers in the National Motor Freight Classification 100 Series.

(10) "National Motor Freight Classification" or "Governing Classification" means the National Motor Freight Classification STB NMF 100 Series, issued by National Motor Freight Traffic Association, Inc., Agent.

(11) "Private Residences or Apartments" means the entire premises on which a dwelling for living is located, except, will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.

(12) "Shipment" means the aggregation of all commodities shipped under a single Bill-of-Lading.

(13) "Spot Quote" means any price quotation derived from a non-published tariff, scale or pricing document or system that is subject to change on a daily basis due to lane balance, carrier need and/or other factors and is generally quoted verbally or in writing as a result of a verbal or internet pricing request and is valid for a period of 48 hours or less from the date and time issued.

(14) "Used Commodities," are any commodities with prior use, including but not limited to restored, refurbished and remanufactured commodities as well as factory warranty returns. Also included are any commodities that have been set-up and operated, including any commodity that has been used for the commodity's stated purpose or to demonstrate the performance or merits of a product (as an automobile, x-ray machine, lathe, television) to prospective buyers. All of these commodity types are considered "used commodities" under the Jahn Transfer 100 Rules Tariff.

(15) Unless otherwise provided in carrier's specific tariffs, a "**SHIPMENT**" consists of a quantity of freight tendered to a carrier by one consignor (shipper) at one place at one time for delivery to one consignee at one place on one bill of lading.

- (a) A "**PREPAID SHIPMENT**" is one for which the charges for transportation services rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the consignor. Notwithstanding the consignor's primary payment responsibility, both consignor and consignee are liable for payment of the carrier's freight charges under the theory that both the consignor and consignee receive the benefit of the carrier's services. Thus, if the consignor does not pay the charges within carrier's payment terms for any reason, including insolvency, the charges may be reversed to the consignee and become the consignee's responsibility for payment.
- (b) A "**COLLECT SHIPMENT**" is one for which the charges for transportation services, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee. Notwithstanding the consignee's primary payment responsibility, both consignor and consignee are liable for payment of the carrier's freight charges under the theory that both the consignor and consignee receive the benefit of the carrier's services. Thus, if the consignee does not pay the charges within carrier's payment terms for any reason, including insolvency, the charges may be reversed to the consignor and become the consignor's responsibility for payment.
- (c) A "**THIRD PARTY PAYOR SHIPMENT**" is one for which the charges for transportation services, including accessorial charge rendered at the request of the consignor and/or consignee are to be paid for by a third party. Third parties are often firms such as logistics companies (3PL's), brokers or other intermediaries who provide services for/to consignors and/or consignees, but who have no contractual relationship with a carrier. Notwithstanding a third party's primary payment responsibility, both consignor and consignee remain liable for payment of the carrier's freight charges under the theory that all parties receive the benefit of the carrier's services. Thus, if the third party does not pay the charges within carrier's payment terms for any reason, including insolvency, the charges may be reversed to the consignor or consignee or both in succession if either fails to pay. It is a recognized risk to consignors and consignees dealing with third parties that, should the third party fail to pay a valid freight bill, the consignors and consignees remain liable for payment to the carrier. This is the case even if the consignor or consignee has already forwarded payment to the third party and third party fails to pay carrier.

(Continued on next page)

<p><i>(Continued from previous page)</i></p> <p>(16) Jurisdiction and Venue: Exclusive jurisdiction and venue for all civil actions arising out of transportation services provided by Jahn Transfer including but not limited to actions arising from alleged damage to cargo and collection actions shall be either the state or federal courts in the State of Wisconsin and La Crosse County. If any party files a legal action in contravention of the foregoing sentence, Jahn Transfer shall be entitled to collect its reasonable attorney fees and costs associated with enforcing the foregoing sentence regardless of the ultimate outcome of the legal action. Shipper, consignee, third-party, ultimate debtor or any agent of any of these parties, by tendering freight to Carrier or by being a party to the same shipment transaction in any way whatsoever, hereby consents to the personal jurisdiction of the state and federal courts of the State of Wisconsin and La Crosse County. Laws of the State of Wisconsin shall apply to all contract or service disputes relating to indemnity by Carrier.</p> <p>(17) Recovery of Freight Charges: Pursuant to 49 U.S.C § 14101(b)(1), customers that participate in and benefit from Jahn Transfers discount and/or pallet programs but neglect to sign and return the Document of Understanding expressly waive the "18 months" provision of 49 U.S.C § 14705(a) and replace it with 72 months.</p>	110 cont.
<p>ITEM 120 - INVOICING OF ACCESSORIAL CHARGES - GENERAL RULES</p> <p>(Party Responsible For Payment)</p> <p>Except as otherwise stated <i>or provided for</i> within specific <i>items in this</i> tariff, all accessorial charges will be billed (<i>invoiced</i>) to the party <i>or parties</i> that requested the services and thereby assume payment responsibility. All accessorial charges solely or in combination are in addition to linehaul charges.</p>	120
<p>ITEM 130-MINIMUM CHARGES - ABSOLUTE MINIMUM CHARGE FLOORS</p> <p>When customer specific pricing programs provide for discounting of freight charges including the discounting of tariff minimum charges and such programs do not provide absolute minimum charge floors, discounted charges shall not be less than the absolute minimum charge floors provided by this item. The charges provided herein are Jahn Transfers standard (default) absolute minimum charge according to current version of Jahn 190 rate disc or current written agreement signed by the President of Jahn Transfer.</p>	130
<p>ITEM 155 - DISCLAIMER REGARDING UNWRITTEN CONTRACTS</p> <p>The rates and provisions names in this tariff and tariffs making reference to this tariff shall be applicable to all shipments and may not be negated or superseded by any claimed contract that is written or unwritten, promise, representation or indicated understanding between the parties unless such is in writing and signed by Jahn Transfers President or Vice President. No other representative of Jahn Transfer is authorized to amend or supersede this tariff.</p> <p>Rates, rules and regulations negotiated with Jahn Transfer which are not contained in any applicable tariff, pricing confirmation page or written contract will become effective only upon the effective date of such tariff, pricing confirmation page or written contract between Jahn Transfer and its customer, <i>once</i> such document is created. Retroactive publication of provisions shall not be made to reflect any claimed unwritten contract or agreement.</p> <p>Note: This item has no application in connection with Jahn Transfers assessment of charges for providing additional services in the normal course of business. For example, if Jahn Transfer performs a residential delivery service, then it has the right to bill and will bill the normal, published accessorial charge for providing the service. Jahn Transfer is entitled to receive compensation for providing special <i>services</i> requested or required by shipper or consignee and will bill its published charges for such services whether or not shipper or consignee has authorized such charges in writing. Written authorizations for such charges are not required.</p>	155
<p>ITEM 176 - CURRENCIES APPLICABLE FOR INVOICING AND PAYMENTS</p> <p>Rates and charges named or provided in this tariff are in U.S. Currency for shipments moving wholly within the U.S.A. and for shipments moving between the U.S.A. and Canada.</p>	176

ITEM 345 - ARRIVAL NOTICE OR UNDELIVERED FREIGHT

ARRIVAL NOTICE:

1. Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment.
 - (a) The notice will be given by telephone, if convenient and practicable, otherwise by mail or e-mail. The notice, however transmitted, will specify the point of origin, the consignor, and the commodity and weight of shipment.
 - (b) If the consignee's address is unknown to the carrier, the notice will be mailed to consignee at the post office serving the point of destination shown on the bill-of-lading.
 - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 AM on the first business day after it was mailed.

UNDELIVERED FREIGHT:

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee, or if freight cannot be transported because of an error of omission on the part of the consignor, the carrier will make diligent effort to notify the consignor promptly that the freight is being held at its dock. Jahn Transfer will issue a Courtesy Notice to shipper/consignee that allows two business days for delivery arrangements to be made. The purpose of the courtesy notice is to allow customers the opportunity to avoid storage charges and other charges by making prompt delivery arrangements. If delivery arrangements are not made promptly as required, storage charges will begin to accrue at 7:00 am on the morning of the 2nd business day following issuance of the Courtesy Notices.
2. Undelivered shipments will be subject to applicable storage or detention charges.
3. On undelivered shipments, disposition instructions issued prior to tender of delivery will not be accepted as authority to reship or return a shipment or to limit storage liability.
4. If shipments remain unclaimed or undelivered, a second more serious notice will be sent to shipper/consignee advising that after 15 days the freight will be subject to disposal or sale.

345

ITEM 350 - UNCLAIMED OR ABANDONED FREIGHT - NOTICE AND DISPOSITION OF PROPERTY

Definition: Unclaimed/Abandoned Freight - Freight that has not been accepted or claimed by the consignee and for which no disposition instructions has been provided by the owner.

NOTICE AND DISPOSITION OF PROPERTY

When carrier tenders freight at consignee's place of business and such freight is refused or consignee is unable to accept delivery for any reason, such freight shall be deemed unclaimed/abandoned freight. For shipments where carrier has been directed to hold freight at its dock for pick-up by consignee or other party and such freight is not picked-up within 15 days of such direction, it shall be deemed unclaimed/abandoned freight, regardless of whether or not carrier has issued a "Legal Notice of Undelivered Freight." It is presumed that if carrier is directed to hold freight for pick-up, the shipper/consignee giving such direction is aware of these provisions.

Freight shall also be deemed unclaimed/abandoned whenever carrier cannot deliver the freight because it cannot locate the consignee or because of any errors or omissions on the part of Shipper. Carrier shall have a lien on all unclaimed or abandoned freight for all freight charges and storage and handling charges incurred and may sell or dispose of such property in order to satisfy or partially satisfy is lien. The following provisions apply:

- a. Arrival Notice: Except as otherwise provided herein, the carrier will promptly notify consignee of the arrival of shipments (see Item 345 - Arrival Notice or Undelivered Freight).
- b. Non-perishable Freight: Upon notification of arrival, if a shipment containing non-perishable property is unclaimed and delivery cannot be effected, the carrier will so notify the shipper and consignee, by mail, at the addresses shown on the Bill-of-Lading. Upon written instructions from the shipper, the carrier will return the shipment to the shipper, forward or re-consign it under a new Bill-of-Lading, or otherwise dispose of it, all at the shipper's expense. If no such instructions are received within 15 days after the date of mailing such notice, the carrier will dispose of it by public or private sale or disposal with no further liability to carrier.

(Continued on next page)

350

(Continued from previous page)

350
cont.

- c. Perishable Freight: When a perishable shipment is delayed in the possession of Carrier, or is unclaimed, refused, or threatened with deterioration, Carrier shall have the right to immediately take such action as it deems reasonably necessary for the protection all parties in interest, including rerouting the shipment by other means of transportation, or disposal of the shipment, at public or private sale or disposal, absent instructions of Shipper to the contrary, without further notice to the shipper or consignee and with no further liability to carrier.
- d. Shipper & Consignee **Remain Liable**: No sale or disposal pursuant to this rule shall discharge any liability of lien to any greater extent than the proceeds thereof, less selling expenses if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency. In all cases, Shipper and Consignee are responsible for all freight and storage charges regardless of freight disposition.

ITEM 360 - BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES

Requests for Copies of Document

360

Carrier no longer accepts Section 7 provisions under any circumstances and Carrier's Bill-of-Lading no longer contains Section 7 language. In general and to further clarify; if consignor uses a Bill-of-Lading other than Carrier's Bill of Lading and signs Section 7, the signature will be invalid.

1. Except as otherwise provided, carriers shall not furnish:

- (a) Bill-of-Lading sets that consist of more than an "Original", a "Shipping Order", and a "Memorandum" per shipment.
- (b) More than one original freight bill on its own standard form and one duplicate thereof, exclusive of the consignee's memo copy, per shipment.
- (c) More than one original and one copy of its statement of transportation charges on its own standard form.

2. Bills-of-Ladings are subject to the following:

- (a) All rates, terms and conditions of the transportation service are subject to and governed by the carrier's rules, unless a written agreement separate from the Bill-of-Lading is signed by an authorized representative of carrier and by an authorized representative of customer.
- (b) Carrier representatives authorized to sign a written agreement to terms and conditions specified in (a) above shall be:
 - Director of Pricing, Vice President or President.
- (c) Drivers and other non-authorized personnel are not authorized to negotiate rates and terms of service, including alterations to the Bill-of-Lading and its terms and conditions.
- (d) Bills-of-Lading other than the carrier's bill-of-lading, Uniform Straight Bill-of-Lading (as published in NMF 100 series), or shipper supplied Bill-of-Lading referring to classifications and tariffs applicable at the time of shipment, shall not be accepted. If carrier inadvertently accepts such Bill of Lading, the Bill of Lading shall serve the purpose of receipt for commodities and identification of delivery location only and shall not serve as a contract for carriage. The terms and conditions of the Uniform Straight Bill-of-Lading as published in NMF 100 series shall govern the movement of shipment.
- (e) Shipments are Prepaid unless otherwise marked. If neither "Prepaid" nor "Collect" is marked by consignor on the original BOL, shipment will be Prepaid.
- (f) The BOL contains Liability Limitation Election choices to allow consignor to request higher than standard levels of liability assumption by carrier in exchange for payment of an additional or higher than normal fee.
- (g) Carrier's current BOL does not contain "Section 7" language and does not allow "Section 7" (non-recourse) election by consignor.

NOTE 1: Carriers are not obligated to furnish Bills-of-Lading containing information beyond that shown in the examples set forth in the NMFC.

NOTE 2: Consignors may elect to have printed their own Bills-of-Lading, in which case, all requirements of Paragraphs 1 and 2 of this item must be observed. These forms may also contain such information as: (1) identification or location of consignor or consignee; (2) commodity description; (3) rates or classes; or (4) other information pertinent to the shipment.

NOTE 3: On Bill-of-Lading furnished by carriers, freight bills and statements of charges issued by carriers, the Standard Carrier Alpha Code (SCAC) of the issuing carrier as shown in the Continental Directory NMF 101, 1CC NMF 101 (or as amended), must be shown immediately adjacent to the carrier's named on the document heading. The SCAC designation must be printed in upper case boldface type. (Continued on next page)

(Continued from previous page)

NOTE 4: When as a prerequisite to payment, the shipper furnished copy of Bill-of-Lading is to be returned, it must be clearly and prominently marked by the shipper with the specific instructions directing its return with freight bill.

NOTE 5: The provisions of Paragraphs 1 and 2 will not apply to shipments moving on United States Government Bills of Lading.

NOTE 6: Shipments moving on Uniform Order Bills-of-Lading (Order Notify) will not be accepted. An "Order Notify" shipment is one where procedures include surrender of the original Bill-of-Lading before freight is released; usually associated with a shipment covered under a letter of credit. Order Notify shipments are relatively uncommon in today's LTL industry.

NOTE 7: When validation of Freight Bill is required as a prerequisite for payment of the freight charges and consignee fails to validate the Freight Bill at time of delivery thus requiring the carriers to resubmit the Freight Bill for validation, a charge of \$13.00 will be assessed for that service, except on shipments moving on U.S. Government Bills-of-Lading.

NOTE 8: Corrected Bill-of-Lading to change the freight charge collection status from prepaid to collect will not be accepted once the shipment has been delivered.

NOTE 9: A Corrected Bill-of-Lading to change the original transportation contract from prepaid to collect will not be accepted if Section 7 (Non-Recourse Clause) of the corrected Bill-of-Lading has been signed by the consignor. **If the corrected Bill-of-Lading is inadvertently accepted and Section 7 has been signed, the signature will be considered invalid. The party requesting a change in the collection status will guarantee payment of the freight charges should the new debtor fail to pay within the prescribed credit guidelines.**

360

cont.

BILL OF LADING

Page 1 of _____



Corp. Address: 2414 Hemlock Drive La Crosse, WI 54603 Ph. 608-781-5377

FREIGHT CHARGES: Freight charges are PREPAID unless marked otherwise <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> 3rd Party			PLACE PRO LABEL HERE
Date:	PO #	Shipper #	
			Route: <i>Jahn Office use</i>

SHIPPER (FROM): Address City, State, Zip Shipper phone #		CONSIGNEE (TO): Address City, State, Zip Consignee phone #	
Name/Company Address City, State, Zip Attn: Comments:		Bill 3rd party freight charges to: COD AMOUNT: COD FEE: <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect Check one <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect Is customer check acceptable for COD? (Circle one) YES NO REMIT COD TO: Address City, State, Zip	

# UNITS	HM	COMMODITY, DESCRIPTION, SPECIAL MARKS AND EXCEPTIONS	NMFC No.	CLASS	WEIGHT (LBS.)

HAZARDOUS MATERIALS EMERGENCY CONTACT NUMBER:

When the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:
 * The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding
 \$ _____ per _____

RECEIVED, SUBJECT TO INDIVIDUALLY DETERMINED RATES OR CONTRACTS THAT HAVE BEEN ENTERED UPON, IN WRITING BETWEEN THE CARRIER AND SHIPPER, IF APPLICABLE, OTHER THAN THE TARIFF, CLASSIFICATION AND RULES THAT HAVE BEEN ESTABLISHED BY THE CARRIER AND ARE AVAILABLE TO THE SHIPPER ON REQUEST, AND TO ALL STATES AND FEDERAL REGULATIONS, JOHN 190 RULES TARIFF APPLIES TO ALL SERVICES HANDLED BY JAHN TRANSFER AND CAN BE FOUND AT WWW.JAHNTRANSFER.COM

NOTE Liability for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706@ (1)(A) and (B) and/or Jahn 190 Tariff

SHIPPER: This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations or the U.S.C. SHIPPER SIGNATURE: _____ DATE: _____ <i>Thank you for shipping Jahn Transfer Inc.</i>	CARRIER: (X) FRIGHT COUNTED: <input type="checkbox"/> By Shipper / Shipper load and count <input type="checkbox"/> By Driver / Pallets said to contain <input type="checkbox"/> By Driver / Pieces <input type="checkbox"/> Oversized Dimensions = _____	Pallet Count = _____ Piece Count = _____
	DRIVER SIGNATURE: _____ Date: _____	

RECEIVED subject to the National Motor Freight Classifications (NMFC) (see Series), the ATA Hazardous Materials Rules Guide Book, the Household Goods Mileage Guide (HHG 105 Series), the Carrier's tariffs, and the Carrier's pricing schedules, terms, conditions and rules maintained at Carrier's general offices and in effect on the date of the issue of this Bill of Lading, the property described in agreement good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and delivered as indicated with said carrier (The word Carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the Bill of Lading terms and conditions in the governing classification on the date of shipment. Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. Any and all legal transactions for or against Jahn Transfer, Inc. will be processed in State court of Wisconsin, County of La Crosse where Jahn Transfer, Inc.'s corporate office is located.

<p>ITEM 361- BILLS-OF-LADING - FAK OR "FREIGHT ALL KINDS" SHIPMENTS</p> <p>For his own protection and to allow for proper application of rates, the shipper must identify the specific commodity or product on the Bill of Lading for all transportation moving under FAK or "Freight, All Kinds" rates. It is insufficient and unacceptable, for example, to describe freight on the Bill of Lading as "FAK 85 Freight." if the shipper fails to identify the specific commodity or product, Jahn Transfer will not be liable for any damages to or destruction of the commodity or product resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state or local laws and regulations from being co-loaded on the same trailer with the product or commodity moving under the FAK ("Freight, All Kinds") rates.</p>	361
<p>ITEM 365 – BILL OF LADING, STRAIGHT – CONTRACT TERMS AND CONDITIONS</p> <p>Unless otherwise agreed to in writing in advance of carriage, Contract Terms shall be those as indicated in the carrier's Bill of Lading or in the National Motor Freight Classification 100 Item 365 "Uniform Bill of Lading" in effect on the date the shipment was tendered to the carrier. ONLY carrier officials or personnel authorized to do so by the carrier are empowered to agree to alternate contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. Drivers employed or hired by the carrier are among those excluded from the category of authorized carrier personnel. Where a Bill of Lading, other than the Uniform Bill of Lading or the carrier's Bill of Lading, issued by the shipper is signed for by the carrier's driver or other unauthorized person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by the carrier.</p>	365
<p>ITEM 381 - METHOD OF CANCELLING PAGES</p> <p>When revised pages amend this publication, the cancellation of prior pages will be effected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection, or other reason. Revisions of each page will be published in numerical sequence.</p> <p>Except where a specific cancellation is shown on a revised page, a revised page cancels any and all non-cancelled revised or original pages, or non-cancelled portions thereof, which bear the same page number (SEE EXCEPTION).</p> <p>EXAMPLES: 1ST REVISED PAGE 10 will have the effect of canceling ORIGINAL PAGE 10; 45TH REVISED PAGE 12 will have the effect of canceling 44TH REVISED PAGE 12; 13TH REVISED PAGE 4-A will have the effect of canceling 12TH REVISED PAGE 4-A and 11TH REVISED PAGE 4-A.</p> <p>EXCEPTION: When a specific cancellation on a prior revised page accepts a previously filed page wholly or in part, this rule does not have the effect of canceling such excepted previously filed page or portion thereof.</p>	381
<p>ITEM 385 --- LINEAL FOOT RULE</p> <p>A. Any shipment that:</p> <ul style="list-style-type: none"> a. weights 20,000# or more or b. occupies 1700 cubic feet or c. occupies 24 lineal feet or more of trailer/container space is subject to the following minimum rate conditions: <ul style="list-style-type: none"> I. Jahn Transfers Standard Truckload (TL) Fuel Surcharge will apply. II. Fuel Surcharge will apply as follows: <ul style="list-style-type: none"> A. Shipments less than 24 lineal feet of space will be subject to Jahn Transfers (LTL) Less than Truckload Fuel Surcharge. B. Shipments occupying 25 lineal feet of trailer/container space or more will be subject to Jahn Transfers (TL) Truckload Fuel Surcharge. <p>Precedence of Rates: If more than one rate rule or provision from this tariff could be applied to the same shipment, the rule or provision that produces the highest rate will apply. For example, if a shipment is subject to the cubic capacity provisions of Item 611 of this tariff and those provisions produce a higher charge than the provisions of this Item 385 then the provisions of Item 611 shall take precedence over the provisions of this Item 385 and charges produced by application of Item 611 provisions shall apply.</p>	385
<p>ITEM 395 - HOUSHOLD GOODS</p> <p>Household Goods - We do not haul Household Goods or Personal Effects.</p>	395

<p>ITEM 398 - PICK-UP OR DELIVERY SERVICE TO GROCERY WAREHOUSES</p> <p>A fee of \$75.00 per shipment shall be assessed to any shipment picked up or delivered to a grocery warehouse (i.e. Walmart) and/or food service distributor (which include food service, grocery, drug and general retail). This fee is in addition to all other applicable rates and charges.</p>	<p>398</p>
<p>ITEM 399 - DELIVERIES TO FULFILLMENT CENTERS</p> <p>When Carrier makes a pickup or delivery at a fulfillment center or fulfillment warehouse (i.e. Amazon.com), an additional charge of \$50.00 shall apply per shipment. This charge may be imposed by the Carrier due to extraordinary driver delay and will be in addition to all other applicable rates and charges.</p>	<p>399</p>
<p>ITEM 400 - BILL-OF-LADING CHANGES - CHANGE OF TERMS ON BILL OF LADING BY SHIPPER, CONSIGNEE, OR DESIGNATED THIRD PARTY</p> <p>CHANGES TO SHIPMENT TERMS (PREPAID TO COLLECT OR VICE VERSA, OR ADDITION OF THIRD PARTY)</p> <p>A. Prior to Delivery</p> <ul style="list-style-type: none"> a. Change freight terms from Prepaid to Collect:: \$7.50 b. Change freight terms from Collect to Prepaid: \$7.50 c. Change terms to Third Party (for a named Third Party on original BOL): \$7.50 d. When a corrected Bill-of-Lading is issued for ANY reason not named above: \$7.50 <p>The consignor or consignee or designated third party must provide proper documentation including specific authorization and acceptance of all additional charges.</p> <p>B. Add a Third Party Bill To not named on original Bill of Lading: \$7.50</p> <p>The designated third party must provide proper documentation including specific authorization and acceptance of all additional charges.</p> <p>C. After Final Delivery</p> <p>Once a shipment has been delivered, a named shipper or consignee or designated third party may request a change of shipment terms or the addition of a third party in order to accept payment responsibility for a charge of \$65.00 per shipment.</p> <p>The shipper or consignee or designated third party must provide proper documentation including specific authorization and acceptance of the original freight charges submitted in writing by the party now accepting responsibility for freight charges.</p> <p>Requests to change the description, weight, pieces, dimensions, or classification of the shipment commodity after final delivery has been made will not be accepted.</p> <p>D. Changes to freight bill by Carrier due to missing or incomplete Bill of Lading information, including but not limited to missing weight, missing Class or NMFC #, etc. The charge for Carrier making this change will be \$7.50 per Shipment.</p>	<p>400</p>
<p>ITEM 401 - CORRECTED BILLS-OF-LADING - THIRD-PARTY SHIPMENTS - COLLECTION OF CHARGES</p> <p>When a party other than the consignor or consignee is shown on the Bill-of-Lading and/or shipping order as the payer of the freight charges and such party is not a bank or freight payment plan, such party's name and address must be clearly shown in the body of the bill of lading and shipping order at the time of original tender.</p> <p>The consignor and consignee remain primarily liable for all freight charges.</p> <p><i>(Continued on next page)</i></p>	<p>401</p>

<p><i>(Continued from previous page)</i></p> <p>PREPAID:</p> <p>Shipments subject to the provisions of this item will be accepted only when the consignor and/or third party has established credit with the carrier and consignor guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board.</p> <p>Shipments made subject to the provisions of this item must be billed as "Prepaid".</p> <p>COLLECT:</p> <p>Shipments subject to the provisions of this item will be accepted only when the consignee and/or third party has established credit with the carrier and consignee guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board.</p> <p>The non-recourse provisions of Section 7 of the bill of lading contract will be null and void on shipments tendered under the provisions of this item. Shipments subject to the provisions of this item will be accepted only when the consignor has established credit with the carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board.</p> <p>Note: Section 7 (the non-recourse clause) of the Bill-of-Lading contract cannot be executed on shipments subject to provisions of this item. If the Section 7 portion of the Bill-of-Lading is signed, the signature will be invalid. Carrier no longer accepts Section 7 provisions under any circumstances and Carrier's current Bill-of-Lading no longer contains Section 7 language. In general and to further clarify; if consignor uses a Bill-of-Lading other than Carrier's Bill-of-Lading or an old Jahn Bill-of-Lading and signs Section 7, the signature will be invalid.</p>	<p>401</p> <p>cont.</p>
<p>ITEM 410 - 3PL'S - SPECIAL TERMS, CONDITIONS AND REQUIREMENTS</p> <p>The provisions contained in this item govern Jahn Transfers business relationships with 3PL's (Third-Party Logistics Providers) in connection with generic pricing programs published for those companies. A 'generic pricing program' as contrasted to a 'client-specific pricing program' is one established for a 3PL for general application to a broad range of possible shippers and commodities unknown to Jahn Transfer prior to tender of freight. For such cases this tariff item contains the terms, conditions and requirements applicable to such shippers, consignees, shipments and commodities.</p> <ol style="list-style-type: none"> 1. ROHIBITED COMMODITIES: The following types of commodities shall not be tendered to carrier: Commodities described in Jahn Transfer 100 Rules Tariff, items 780, 789 and 790. 2. PACKAGING: All shipments must be palletized and packaged in accordance with NMFC guidelines. 3. APPLICABLE RULES TARIFF: All freight tendered to carrier shall move under the current National Motor Freight Classification (STB NMF 100 series) and the current Jahn Transfer 100 Rules Tariff. 4. INDEMNIFICATION FOR FREIGHT CLAIMS: 3PL agrees to indemnify, defend and hold carrier harmless from and against all freight loss or damage claims arising out of services arranged for by 3PL for which liability exceeds limitations stated in either the National Motor Freight Classification and/or Carrier's applicable Rules Tariff and/or for which packaging requirements are not met. 5. PAYMENT FOR TRANSPORTATION: in the event 3PL invoices shippers for transportation services and in turn receives payment for transportation services, 3PL shall pay carrier as follows: <ol style="list-style-type: none"> A. Payments: 3PL assures that all payments due to carrier providing transportation shall be paid not later than THIRTY (30) days following receipt of the motor carrier's invoice. B. Covenant of Trust: 3PL covenants and represents that 3PL shall segregate and maintain all amounts due motor carrier for transportation purchased from the motor carrier by sequestering those funds immediately as the funds of the carrier and such funds shall be the funds of the motor carrier and not of the 3PL and shall be treated in a manner similar to the interline trust fund doctrine. C. Indemnification for freight charges: 3PL agrees to indemnify, defend and hold carrier, shipper or consignee harmless from and against all claims by and against Carrier arising from the failure to 3PL to pay motor carrier. 	<p>410</p>

<p>ITEM 428 - HANDLING OF DOCUMENTS FOR CUSTOMS CLEARANCE</p> <p>Carrier will at the request of the shipper, and without assuming any liability, transport documents required for customs clearance, providing such papers are tendered at the same time as the shipment.</p>	<p>428</p>
<p>ITEM 430 - COLLECT ON DELIVERY (COD) SHIPMENTS</p> <p>Unless otherwise provided in carrier's tariffs, collect on delivery shipments will be accepted subject to the following provisions and charges:</p> <p>Sec. 1: Shipments must be tendered on "Uniform Straight Bill of Lading", "Straight Bill of Lading Short Form", or "Straight Bill of Lading" bill of lading forms as shown in the NMFC.</p> <p>The letters "COD" must be stamped, typed, or written on all such bills of lading and shipping orders immediately before name of consignee, or "COD" in red letters at least one (1) inch in height must be stamped or printed across the face of all bills of lading and shipping orders. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office of consignor and consignee must be shown on bill of lading and shipping order. On Straight Bills of Lading Short Form, there must be shown in the space provided for this purpose or in the lower left hand corner of space provided for "description of commodities, special marks, and exceptions", the following information:</p> <p style="margin-left: 40px;">COLLECT ON DELIVERY, \$ _____</p> <p style="margin-left: 40px;">AND REMITTED TO: _____</p> <p style="margin-left: 40px;">STREET _____</p> <p style="margin-left: 40px;">CITY _____ STATE _____ ZIP _____</p> <p style="margin-left: 80px;">COD Charge to be paid by: Shipper _____ Consignee _____</p> <p>Sec. 2: Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and the name and address of consignor and consignee in accordance with Item 580 of the classification.</p> <p>Sec. 3: COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill maybe tendered on one bill of lading.</p> <p>Sec. 4: If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading and the shipping order must show the following information: "Attached invoice (or invoices) to accompany shipment to destination."</p> <p>Sec. 5: COD shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person.</p> <p>Sec. 6: COD shipments will not be accepted for transportation subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carriers are responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carriers are not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of the commodities.</p> <p>Sec. 7: Intoxicating beverages may be handled COD only under the provisions provided by State Laws of the State in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated).</p> <p>Sec. 8: The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee.</p> <p><i>(Continued on next page)</i></p>	<p>430</p>

(Continued from previous page)

Sec. 9: Only the following forms of payment will be accepted in payment of COD amounts: (1) cash, up to a maximum of \$250.00, See Note (2) bank cashier's check; (3) bank certified check; (4) money order; or (5) personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor. All checks and money orders shall be made payable to the consignor. The carrier will accept checks and money orders only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor.

NOTE: Limit on amount of cash that will be accepted does not apply when consignee, or his agent, at carrier's terminals, picks up COD shipments.

Sec. 10: The charge for collecting and remitting the amount of bills for COD shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to the effect is made by the shipper on the bill of lading and shipping order. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to the consignor.

Sec. 11: (a) Upon collection of a COD bill, carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within ten (10) days after delivery of the COD shipment to the consignee. If the COD shipment moved in interline service, the delivering carrier shall, at the time of remittance of the COD collection to the consignor or payee, notify the originating carrier of such remittance.

(a) The delivering carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:

- (1) Number and date of freight bill
- (2) Name and address of shipper or other person designated as payee
- (3) Name and address of consignee
- (4) Date shipment delivered
- (5) Amount of COD
- (6) Date collected by delivering carrier
- (7) Date remitted to payee
- (8) Check number or other identification of remittance to payee.

Sec 12: Charges - The charges to be assessed at origin or destination (depending upon whether prepaid or collect) for collection and remitting the amount of each COD bill collected on shipments consigned to COD as prescribed herein will be **5%** of COD, but in no case less than **\$50.00**.

- (a) Carrier will, upon written request from the consignor, change the status of a COD shipment by increasing, reducing, or canceling the amount of the COD, subject to the following provisions: (1) The request must be received by the delivering carrier in time to accomplish the change requested prior to effecting delivery of the shipment; (2) A charge of **\$50.00** per shipment will be made for increasing, reducing, or canceling the COD amount. Such charge will be in addition to the COD collection fee, if any, and must be guaranteed by the consignor in writing.
- (b) Carrier will, upon written authorization from consignor, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of **\$15.00** per shipment. If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

Sec. 13: COD Shipments of explosives will not be accepted.

**430
cont.**

ITEM 460 - OVERCHARGE AND DUPLICATE PAYMENT CLAIMS

PROCEDURES GOVERNING PROCESSING, INVESTIGATION AND DISPOSITION:

The provisions herein are similar to but differ in some significant ways from the provisions provided in the NMFC 100 Series, Items 300201, 300202 and 300203. The provisions herein take precedence over and expand upon those items.

Application:

The provisions set forth herein govern the processing of claims by Jahn Transfer for overcharges and duplicate payments for the transportation of property in interstate or foreign commerce by Jahn Transfer.

(Continued on next page)

460

(Continued from previous page)

Definitions:

(a) Overcharge. means an overcharge as defined in Sections 204a (6) and 406a (6) of the Interstate Commerce Act. It also includes duplicate payments as defined in paragraph (b),

(b) Duplicate Payment" means two or more payments for transporting the same shipment.

i. In the event customer has open freight bills, duplicate payments shall be applied against open freight bills.

ii. When one or more payments is not in the exact amount of the applicable tariff rates and charges, and there are no open freight bills, refunds shall be made on the basis of the excess amount over applicable tariff rates and charges.

(c) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with Jahn Transfer for the refund of an overcharge and/or duplicate payment.

Filing and Processing of Claims:

(a) A claim for overcharge or duplicate payment shall not be paid unless filed in writing or electronically communicated by using Jahn Transfers standard form for presentation of overcharge claims (when agreed to by the carrier and shipper or receiver involved) with the carrier that collected the transportation charges. The collecting carrier shall be the carrier to process all such claims. When a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to the collecting carrier within fifteen (15) days after receipt of the claim. If the collecting carrier is unable to dispose of the claim for any reason the claim may be filed with or transferred to any participating carrier for final disposition.

(b) A single claim may include more than one shipment provided the claim on each shipment involves (1) the same tariff issue or authority or circumstances, (2) single line service by the same carrier, or (3) service by the same interline carriers. The ICC Termination Act of 1995 amended the Interstate Commerce Act by adding 49 U.S.C. 13710 (a)(3)(B) as follows: "If a shipper seeks to contest the charges originally billed or additional charges subsequently billed, the shipper may request that the Board determine whether the charges billed must be paid. A shipper must contest the original bill or subsequent bill within 180 days of receipt of the bill in order to have the right to contest such charges.

Jahn Transfer Specific Exceptions and Methods of Payment:

In all cases of claims filed with Jahn Transfer for overcharges and/or duplicate payments and shipper or receiver (debtor) of the specific shipments involved has open invoices with Jahn Transfer that are past pay terms, Jahn Transfer will offset amounts determined due in such cases against outstanding amounts receivable from shipper or receiver (debtor).

If a shipper or consignee (debtor) wishes to contest a freight bill he must do so within 180 days of its receipt of the freight bill. For purposes of this tariff and for claims filed with Jahn Transfer, shippers or consignee's (debtor's) receipt of the freight bill shall be deemed to be the earlier of the actual date of receipt or 10 days after the delivery date of the freight.

Inclusion of NMFC Provisions by Reference:

In addition to the specific provisions contained herein applicable specifically in connection with Jahn Transfer INC., in exception to NMFC provisions, all other provisions of the NMFC are applicable hereto and contained herein by reference thereto.

Claim Filing - Minimum Allowable Claim = \$10.00:

Overcharge and Duplicate payment claims for less than \$10.00 will not be honored. Administrative costs of filing and following-up on such claims would normally exceed the amount of recovery for the customer. Carrier's position is that filing and processing such claims is not economically prudent for any of the parties. Thus, if such claims are received by Carrier they will be declined pursuant to this item and considered closed.

**460
cont.**

<p>ITEM 470 - CONTROL AND EXCLUSIVE USE OF VEHICLE (Exception (Exception to NMFC Item 595))</p> <p>1. Control of Vehicle: Except as provided in Paragraph 2 of this item, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported and the carrier has the control of the vehicle with the unrestricted right to:</p> <ul style="list-style-type: none"> (a) Select the vehicle for the transportation of a shipment (b) Transfer the shipment to another vehicle (c) Load other freight on the same vehicle (d) Remove locks or seals applied to the vehicle <p>2. Exclusive Use of Vehicle: When the exclusive use of a vehicle is provided by the carrier at the request of consignor or consignee, the following provisions will apply:</p> <ul style="list-style-type: none"> (a) Charges will apply to each vehicle used to transport shipment. (b) The request must be given in writing or placed on the bill of lading and shipping order, and when bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service. (c) The vehicle will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided below. (d) In the event a lock or seal has been removed from a vehicle, the carrier will immediately relock or reseal the vehicle and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle except at the instruction of the consignor or consignee. (e) Charges will be computed at the rates and weight applicable to the shipment without reference to this item subject to a minimum charge based on 20,000 pounds at the 20,000-pound Class 100 rate. (f) Charges are to be paid or guaranteed by the party requesting the services and non-recourse stipulation on the bill of lading may not be executed. (g) Stop-off for partial loading or partial unloading will not be permitted on shipments transported under provisions of this item. 	<p>470</p>
<p>ITEM 480 - CUSTOMS OR IN-BOND FREIGHT</p> <p>1. Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge of \$3.25 per hundred (100) pounds subject to a minimum charge of \$95.00 and a maximum charge of \$180.00.</p> <ul style="list-style-type: none"> (a) Such charges shall be in addition to all other applicable charges. (b) On shipments requiring the use of more than one trailer, each trailer shall be considered a separate shipment for the purpose of applying this item. <ul style="list-style-type: none"> \$ 2.50 -- per 100 pounds \$ 50.00 - Minimum Charge \$150.00 -- Maximum Charge per shipment <p>2. Line-haul charges on shipments requiring U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from the point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from the point of U.S. Customs clearance to the final destination.</p> <p>3. Freight moving in bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in bond.</p> <p>4. Shipments while moving under United States Custom Bond will not be accorded stopping in transit or split pickup or split delivery privileges.</p> <p>5. Shipments waiting U.S. Customs clearance will be subject to the applicable detention charges or storage charges. Detention charges, if any, will be assessed against the party responsible for the line-haul charges. For the purpose of applying storage rules and charges In connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.</p> <p><i>(Continued on next page)</i></p>	<p>480</p>

<p><i>(Continued from previous page)</i></p> <p>6. Each IT Permit (Immediate Transportation Permit) issued for movement of an in bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply to truckload shipments moving in bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.</p> <p>7. Shipments tendered in a vehicle sealed by or at the instructions of the consignor, or as required by competent authority, will be rated as a truckload shipment. On shipments cleared enroute by U.S. Customs, and movement beyond, such clearance does not require a seal, normal rates and charges shall apply to the beyond point.</p> <p>8. Shipments moving from the United States under a TIR Carnet issued by the originating carrier are subject to a charge of \$98.00, which will be in addition to all other lawfully applicable rates, and charges (including the In Bond Charges herein applicable).</p> <p>9. When necessary for carriers to purchase and apply "high security red inbound seals" for shipments moving under United States Custom Bond, a charge of \$36.00 per seal will be assessed. Carrier will not be responsible for equipment or tools necessary for removal of high security red in-bond seals.</p>	<p>480 cont.</p>
<p>ITEM 485 – DELIVERY SERVICE SCHEDULED APPOINTMENT</p> <p>When a carrier receives instructions to establish a specific appointment time for delivery of goods tendered for transportation, a charge for such scheduled delivery service will be assessed based on the handling characteristics of the shipment. Such charge will be paid by the party requesting the service.</p>	<p>485</p>
<p>ITEM 495-SLC-SHIPPER LOAD & COUNT - SPOTTED TRAILERS/CONTAINERS - TERMS AND CONDITIONS</p> <p>Jahn Transfer may spot trailers/containers at agreed upon locations at the request of its Customers.</p> <p>All spotted equipment is to be unloaded on a first-in first out basis (FIFO) within forty-eight (48) hours of trailer placement.</p> <p>Customers will assume responsibility and liability for all equipment spotted at their facilities.</p> <p>When shipments are delivered by Jahn Transfer to the consignee by spotting a trailer at the consignee's location, the consignee is required to notify Jahn Transfer of any exceptions to the freight within 24 hours from the date and time the trailer is spotted at the consignee's location.</p> <p>In the event Jahn Transfer is not notified within this 24 hour time period, Jahn Transfer will not be liable for any loss or damage to the freight. Sufficient notification will be either the return of the original delivery receipt or a faxed copy of the delivery receipt with sufficient description of the loss or damage received by the destination terminal.</p> <p>Delivery receipts not returned to Jahn Transfer within five (5) days of the spotted date will be considered delivered clear. Jahn Transfer will have no claims liability for these shipments.</p> <p>The following provisions apply to all shipments involved, referred to or referenced as "Shipper Load and Count" or "SL&C Shipments:</p> <ol style="list-style-type: none"> 1. Bills of Lading will be endorsed "Shipper Load & Count" or "SL&C". Shipments with bills of lading not endorsed in such manner but later found to be "SL&C" shipments will also be subject to this [tem. 2. Carrier will count the freight when Carrier processes the shipment through Carrier's first handling. "First Handling" shall be defined as the first physical manual/mechanical processing of the freight after pickup and actual count of a shipment by Carrier (Head loads and solid (full) loads may not be handled or counted until time of delivery). 3. Unitized shipping units, such as shrink wrapped pallets, which are received by Carrier intact and delivered in like condition will be considered to be one "piece" and Carrier will not be responsible for interior package/carton count. 4. Any exceptions observed at the first handling will be reported verbally by Carrier to Shipper and then by fax or fette to Shipper and will be the responsibility of the Shipper. Once Carrier has performed a count at first handling, Carrier becomes responsible for the count from that time forward. Carrier must notify Shipper of any exceptions within 48 hours of first handling. 5. Exceptions found after the first handling will be the responsibility of the Carrier. 6. When overages are found at the first handling, Carrier will contact Shipper for instructions. 7. Carrier will handle LTL Shipper Load & Count (SL&C) shipments and check Shipper's count at the first facility where it is economically feasible (this may be the origin, origin dock, first breakbulk, secondary breakbulk (s), destination dock, or in some cases, final destination). 	<p>495</p>

ITEM 500 - DETENTION - VEHICLES WITH POWER UNITS - LABOR AND EQUIPMENT DELAY CHARGES**(Also referred to as: DRIVER DELAY)****500**

This item applies when Jahn Transfers vehicles/trailers with tractors or other power units including 'straight trucks' (as well as the driver) hereinafter referred to collectively as 'vehicles' are delayed or detained (through no fault of Jahn Transfer) either on the premises of consignor (shipper) or consignee, or as close thereto as conditions will permit, or on other premises designated by either of them, hereinafter collectively referred to as 'premises' subject to the following provisions:

General Provisions:

(a) This item applies only when vehicles are delayed or detained at the pick-up or delivery premises and only when such delay or detention is not attributable to the carrier.

(b) The detention charges due the carrier will be assessed against the consignor (shipper) in the case of loading and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill-of-Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. (See Note A Immediately Below)

(c) When carrier's employee assists in loading, unloading, or checking the freight, this item will apply whether or not the power unit is actually detained.

(d) Nothing in this item shall require a carrier to pick-up or deliver freight at hours other than carrier's normal business hours. However, this shall not be construed to restrict carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

Definitions: The following general definitions will apply when the below terms are used in this item:

(a) "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.

(b) "Loading" includes furnishing carrier with Bill-of-Lading, forwarding directions, or other documents necessary for forwarding the shipment.

(c) "Unloading" includes:

- i) Surrender of the Bill-of-Lading to the carrier on the shipments billed "To Order."
- ii) Payment of [awful charges to the carrier when required prior to delivery of the shipment.
- iii) Notification to the carrier that vehicle is unloaded; and
- iv) Signing of the delivery receipt.

(d) "Premises" means the entire property at or near the physical facilities of consignor, consignee or other designated party.

(e) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.

(f) "Normal Non-working Periods" means meal, coffee, and rest breaks.

(g) "Pallet" means Pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

Computation of Time:

(a) Commencement and Termination:

The time per vehicle stop shall begin when Jahn Transfers driver notifies a representative of consignor (shipper), consignee, or other designated party at the premises of pick-up or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the representative of consignor (shipper), consignee, or other designated party may enter the time of arrival onto the carrier's detention record or may stamp or mark the Bill-of-Lading or Delivery Receipt with time of arrival. If the representative refuses to enter the time or fails to stamp or mark the BOL or DR, then Jahn Transfers employee will enter the time and it will be binding upon each party. Alternatively, Jahn Transfer may use other records it maintains to determine free time and delay time.

Time shall end upon completion of loading or unloading except as provided for in Paragraph (c) of this section. Ending of time will also be marked by receipt by the driver of a signed Bill-of-Lading or signed Delivery Receipt. Time of completion may be recorded in the same manners outlined above for recording time of commencement.

(Continued on next page)

(Continued from previous page)

(b) Prearranged Scheduling:

Subject to the provisions of Item 503, and upon reasonable request of consignor (shipper), consignee, or others designated by them, Jahn Transfer will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading. When Jahn Transfer enters into a prearranged schedule for the arrival of the vehicle for loading and/or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignee, or other party designated by them have the option to agree to a mutually convenient and promptly alternative arrival time or in the event such agreement cannot be reached,

To compute detention time against consignor, consignee, or other party designated by them from carrier's actual arrival time subject to an extension of 15 minutes for each 15 minutes, or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time; in no case shall such extended free time exceed 30 minutes.

If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

(c) Conditions Governing the Computations of Time:

Computations of time are subject to and are to be made within the normal business hours at the designated place of pick-up or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.

When through no fault of Jahn Transfer, the loading or unloading of a vehicle with power is not completed at the end of normal business hours at the designated place, consignor (shipper), consignee, or other party designated by them shall have the option:

To request that the vehicle without power remain at its premises. However, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied; or, a request that the vehicle with power be returned to carrier's premises. At that time computation of any remaining free time shall cease. That portion of shipment in Carrier's possession shall be subject to storage charges. When the vehicle is returned to the premises of consignor/consignee, computation of any remaining free time shall resume. That portion of a shipment that is redelivered shall be subject to redelivery charges.

Detention or Driver Delay for Loading or Unloading of Freight:

(a) When a vehicle with power is changed to a vehicle without power at the request of the consignor, consignee, or any other party designated by them the free time and detention charges will be applied as follows:

(i) If the change is requested and made before expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further free time allowed.

(ii) If the change is requested and made after expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.

When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

Loading or unloading at more than one site at or on the premises of consignor (shipper), consignee, or other designated party shall constitute one vehicle stop.

Charges:

If loading or unloading of freight is delayed beyond the free time shown above, the following charge provisions will apply:

- A minimum charge of **\$50.00** per vehicle will apply; and
- An additional charge of **\$30.00** per vehicle for each 15 minutes or fraction thereof beyond a 30 minute delay.

500

Cont.

ITEM 501 – LABOR AND EQUIPMENT DELAY CHARGES - DETENTION - VEHICLES WITHOUT POWER UNITS (TRAILER RENTAL)

501

DETENTION - VEHICLES WITHOUT POWER UNITS --SPOTTING OR DROPPING TRAILERS:

This item applies when Jahn Transfers vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as dose thereto as conditions will permit, subject to the following provisions:

General Provisions:

- (a) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee or on other premises designated by them, or as close thereto as conditions will permit.
- (b) Loading or Unloading will be performed by consignor, consignee or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the bill of lading must show "Shipper Load and Count".
- (c) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.
- (d) Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of the item shall cease when the trailer is spotted at or one the site designated by consignee.
- (e) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading, irrespective of whether charges are prepaid or collect
- (f) Nothing in this item shall require a carrier to pick up or deliver spotted trailers at hours other than carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to accept pickup and deliver spotted trailers at hours other than its normal business hours.

Computation of Free Time:**(a) Commencement of Spotting and Free Time:**

- (1) Spotted trailers will be allowed **24 consecutive hours of free time** for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designed by consignor.
- (2) When any portion of the 24 hour free time extends into a Saturday, Sunday, or Holiday (National, State, or Municipal), the computation of time for such portion shall resume at 12:01 AM on the next day which is neither a Saturday, Sunday, or Holiday.
- (3) Free time shall not begin on Saturday, Sunday, or Holiday (National, State, or Municipal), but at 8:00 AM on the next day which is neither a Saturday, Sunday, or Holiday.
- (4) When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading had elapsed.

(b) Termination of Spotting and Notification:

- (1) Consignor, consignee, or other party designated by them shall notify carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will be accrued until such time as the carrier receives notification. Notification by telephone if convenient and practical, otherwise by telegraph or mail, shall be given by consignor, consignee, or other party designated by them at their own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.
- (2) When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
 - (i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
 - (ii) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed. *(Continued on next page)*

<p><i>(Continued from previous page)</i></p> <p>(c) Prearranged Scheduling:</p> <p>(1) Subject to the provisions of Item 503, and upon reasonable request of consignor, consignee, or others designated by them, carrier will, with additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.</p> <p>(i) If carriers vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.</p> <p>(ii) If carriers vehicle arrives prior to scheduled time, time shall begin to run from scheduled time or actual time spotting commences, whichever is earlier.</p> <p>Charges:</p> <p>(a) General Detention Charges: After the expiration of free time, charges for detaining a trailer will be assessed as follows:</p> <p>(b) Delay in trailer pickup charge: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in item 500.</p> <p>(c) Strike interference charge: When, because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of \$50.00 per day or fraction thereof, per trailer or \$25.00 per day or fraction thereof, per pup-trailer will be made following expiration of free time. Saturdays, Sundays, or Holidays shall be included after the 4th day of charges.</p>	<p>501 cont.</p>
<p>ITEM 503 – DETENTION-PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING</p> <p>Upon reasonable request of consignor, consignee, or others designated by them and subject to the provisions contained herein, carriers will, without additional charge, prearrange schedules for arrival of vehicles, for loading and unloading shipments governed by Item 500 and Item 501.</p> <ol style="list-style-type: none"> Request for prearranged scheduling may be oral or in writing. Prearranged schedules for arrival of vehicle for loading or unloading may be a one time or continuous basis mutually agreeable to all parties. Any party to the agreement may terminate continuous prearranged scheduling agreements with not less than 24 hours of notice prior to the effective date of such cancellation. The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in applicable tariff. 	<p>503</p>
<p>ITEM 512 - DISCOUNT APPLICATION</p> <p>When a percentage discount is published which is not shown on the freight bill and requires the shipper to file a letter, or the carrier to automatically calculate and pay the discount, payment of the discount will be made only on those shipments for which carrier has received and processed payment within 60 days of the shipment date. In the event the claimant disagrees with the discount application, they may submit records to the carrier for additional discount within 120 days of the end of the month being claimed.</p> <p>Jahn Transfer Specific Exceptions and Methods of Payment:</p> <p>(a) In all cases of file for discounts or allowances with Jahn Transfer shipper or receiver (debtor) of the specific shipments involved has open invoices with Jahn Transfer that are more than 60 days old, Jahn Transfer will offset amounts determined due in such cases against outstanding amounts receivable from shipper or receiver (debtor).</p>	<p>512</p>
<p>ITEM 513 - DISCOUNT CANCELLATION DUE TO INACTIVITY</p> <p>When reference is made to this tariff as a governing publication, the following will apply:</p> <p>In the event Carrier receives no shipments rated under the pricing provisions provided to Customer for a period of 90 days, Jahn Transfer shall consider their pricing program obsolete. After 90 days of inactivity shipments will move under Jahn Transfers standard base rate tariff Jahn 190 at actual class with the then courtesy default discount.</p>	<p>513</p>

<p>ITEM 515 - DISCOUNT CALCULATIONS</p> <p>When reference is made to this tariff as a governing publication, the following will apply:</p> <p>(1) Discounts will be calculated from line-haul charges only.</p> <p>If freight charges are not paid within the time specified in 49 CFR 377.203, or as otherwise provided, the freight charges will be recalculated subject to penalties up to and including full removal of any discounts previously allowed. See Item #720.</p>	515
<p>ITEM 520 - EQUIPMENT</p> <p>A carrier's obligation to accept commodities for shipment shall be subject to the suitability of his equipment and to requirements of ordinances or laws limiting or regulating the transportation of the property or use of equipment.</p>	520
<p>ITEM 550 - EXPORT AND IMPORT DOCUMENTARY INSTRUCTIONS - INFORMATION ONLY</p> <p>IMPORT TO CANADA FROM THE UNITED STATES: EXPORTER IN UNITED STATES:</p> <p>The following documents must be made out by the exporter and accompany the shipments:</p> <p>(1) Shipper's Export Declarations, Department of Commerce Form 7525-V (Rev. July 1962), in duplicate, properly executed. (2) Three copies of Canadian Customs Invoices properly executed and signed.</p> <p>Export shipments to Canada that require no validated export license and which are valued at less than \$250.00 require no Shipper's Export Declarations. Where it is desired to take advantage of this exemption, the probill or other bill accompanying the shipment must bear the following legend: "Exempt from the filing of Shipper's Export Declarations under Sec. 30.1 (b), Foreign Trade Statistics."</p> <p>Further, where a shipment is valued at over \$250.00 but the value of commodities is the shipment classified under a single Department of Commerce Schedule B number does not exceed \$250.00, the above exemption also applies if the bill is endorsed with the same statement, except the citation would be "Sec. 30.55 (h).</p> <p>IMPORTER IN CANADA:</p> <p>The importer should furnish a Customs House Broker in Canada with Customs Power of Attorney to be filed with Canada Customs at Port of Clearance advising broker the name and location of importer's bank. If importer has a sales tax license not filed at Port of Entry he must request the Collector of Customs at Port where the sales tax license is on file to notify Collector of customs at Port of Entry, that he has sales tax License and the number of same. Duty, sales tax and excise taxes must be paid in cash or by sight draft and arrangements made with Customs House Broker about payment of same. Commodities, the import of which is prohibited under Canadian Customs Regulations must be accompanied by import permit.</p> <p>Copies of Customs Entries will be mailed to importer by the Customs House Broker the same day as commodities are cleared.</p> <p>Originally the entry fees as charged by Customs House Brokers are in accordance with the schedule set forth by the Dominion Chartered Customs House Brokers Association.</p> <p>EXPORTER IN UNITED STATES:</p> <p>Document Requirements for Canadian Customs:</p> <p><i>(Continued on next page)</i></p>	550

(Continued from previous page)

The Exporter must supply three copies of the Canada Customs Export Entry Form B-13 to the Canadian Customs.

EXPORTER IN UNITED STATES:

Document Requirements for United States Customs:

- (1) When the merchandise is of Canadian origin, three copies of the Commercial Invoice (shipper's ordinary invoice) must be furnished to the U.S. Customs.
- (2) When the merchandise is of Canadian origin and the value of the merchandise is over \$500.00 and the merchandise is subject to an ad valorem rate of duty, three copies of the Special Customs Invoice Form 5515 should be furnished in addition to the Commercial Invoice (shipper's ordinary invoice).
- (3) When the merchandise is of U.S. origin, three copies of the Commercial Invoice (shipper's ordinary invoice) marked with a notation "U.S.A. Goods Returned" or "Country of Origin U.S.A." is required. In addition to this, a U.S. Customs affidavit Form 3311 executed by the U.S. exporter who has acknowledged that the merchandise originated in the U.S.A. and was exported from the U.S.A. should be furnished. Also any export documentation, such as a copy of the Canadian Customs B-1 import entry, freight arrival notice, or other document that will enable the U.S. Customs to locate the corresponding record of exportation at the U.S. Port of Exit should be furnished.
- (4) On merchandise that is of U.S. origin and is valued over \$500.00 Declaration of Foreign shipper must be furnished, in addition to the invoice requirements.
- (5) On merchandise that is other than U.S. origin must be properly marked with the "Country of Origin", unless exempt under U.S. Customs regulations, and should provide a packing list and commodities of Canadian manufacture that are not marked "Made in Canada".
- (6) All shipments would be accompanied by one copy of the Bill of Lading for Customs purpose.

IMPORT TO UNITED STATES FROM CANADA:

IMPORTER IN UNITED STATES:

Importer should contact Customs Broker for handling - shipments are cleared at Port of Entry by Customs Broker.

550
cont.

ITEM 560-EXTRA LABOR LOADING OR UNLOADING

- (1) When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge therefore will be **\$100.00** per man for each hour or fraction thereof. Time shall be computed from the time the extra labor arrives at the place of the pickup or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the (1) consignor if the extra labor is used for loading and against the (2) consignee if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.
- (2) Carrier's records must be maintained and kept available at all times and must show as to each vehicle contain shipments to which extra labor is used:
 - a) Name and address of consignor and consignee at whose place of business freight is loaded or unloaded.
 - b) Identification of vehicle tendered for loading or unloading.
 - c) Number of extra men used and the number of hours or days each man was used.
- (3) The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

NOTES:

- (1) Consignor, as used in this rule means the party from whom the carrier received the shipment, or any parts thereof, for transportation at point of origin or any stop-off point, whether he be original consignor, or warehouseman, or connecting air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the bill of lading refers.
- (2) Consignee, as used in this rule, means the party to whom the carrier is required, by the Bill of Lading, or other instructions to deliver the shipment, or any part thereof, at destination or any stop-off points, whether he be ultimate consignee, or warehouseman, or connecting air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the Bill of Lading designates.
- (3) Charges for extra labor for unloading shall be assessed against the consignor if requested by the consignor and so noted on the Bill of Lading

560

<p>ITEM 562 - FORK LIFT AND/OR PALLET JACK SERVICE</p> <p>When requested by the customer or when shipments require the carrier to provide a forklift to pick up or deliver them, Jahn Transfer will at its option provide forklift service. The charge for providing forklift service is \$50.00 per each 30 minutes or fraction thereof, subject to a minimum charge of \$100.00 but only if Jahn Transfer does not have to rent equipment or outsource the service. If Jahn Transfer must rent equipment or if the service is outsourced, the charges will be adjusted and the customer will be invoiced the total cost incurred by Jahn Transfer. The charges will be invoiced to the party primarily responsible for payment of the freight charges.</p> <p>If customer requires Jahn Transfer to provide a pallet jack for pick-up or delivery and Jahn Transfer complies, a flat charge of \$20.00 shall apply for the pallet jack.</p>	562
<p>ITEM – 566 - INSIDE DELIVERY - HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE</p> <ol style="list-style-type: none"> (1) When requested by consignor or consignee and carrier's operating conditions permit the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (Pickup or Delivery Service). (2) Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to the carrier. (3) When service is provided under this item, a charge of \$5.00 per cwt (subject to a minimum charge of \$50.00 and a maximum charge of \$350.00) will be assessed (in addition to all other freight charges). This charge will be applied to each portion of a shipment picked-up or delivered by separate vehicles as if each portion of the shipment were a separate shipment. (4) When shipments are accorded split pick-up, split delivery or stopped in-transit for partial loading or unloading, the charges will apply to each stop separately wherever the service is performed. (5) The charges provided in this item will be in addition to all other lawful charges and will be billed to the party for whom the service was provided or applicable third-party pursuant to provisions of Item 120 of this tariff. 	566
<p>ITEM 568 - HAZARDOUS MATERIALS</p> <ol style="list-style-type: none"> (1) Nothing in this rule shall obligate Carriers to transport shipments beyond the scope of their operating certificates or in violation of any law, regulation or ordinance. (2) Hazardous materials means a substance or material, including a hazardous substance, hazardous waste, marine pollutant, or elevated temperature material which has been determined to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated and/or commodities described in the Hazardous Materials Regulations of the U.S. Federal Government's Department of Transportation and published in the Code of Federal Regulations (49 CFR). (3) When freight contains commodities described in the Hazardous Materials Regulations as Hazardous, Jahn Transfer will transport such shipments subject to an additional charge of \$25.00 per bill/shipment. 	568
<p>ITEM 570 - IMPRACTICABLE OPERATIONS</p> <p>Pick up or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:</p> <ol style="list-style-type: none"> (a) The condition of roads, streets, driveways, alleys or approaches thereto; (b) Inadequate loading or unloading facilities; (c) Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to person or property. 	570
<p>ITEM 575 – FUEL SURCHARGE</p> <p>For fuel surcharges see current supplement at the end of this tariff.</p>	575

<p>ITEM 578 - LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE</p> <p>Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment are subject to the following additional provisions:</p> <p>(1) At time of shipment, the consignor must endorse on the Bill of Lading and the Shipping Order.</p> <ul style="list-style-type: none"> (a) Loaded by Consignor; (b) To be Unloaded by Consignee; or (c) Loaded by Consignor and to be unloaded by Consignee, as the application of specific rates may require (See Paragraph (d)). (d) When the Bill of Lading and Shipping Notation as required in this item is inadvertently omitted, shipper and/or consignee must furnish with proof satisfactory to the carrier within 60 days from the date of date of delivery that loading and unloading was actually performed in accordance with the provisions of this item except for the absence of the notation required in Paragraph I. <p>(2) The complete loading and/or unloading service of the freight, including the count thereof, must be performed by the shipper and/or consignee at his expense without any assistance from the carrier. The carrier's employee and power unit are to be released while loading and/or unloading is performed. At carrier's option, the carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.</p> <p>(3) The complete loading service includes the loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipments secure for transportation must be furnished and installed by the shipper.</p> <p>(4) The complete unloading service means that the consignee must remove the freight from the position in which it is transported in or on the carrier's vehicle.</p> <p>(5) On mixed shipments, when any portion of the freight is required to be loaded by shipper, and/or unloaded by consignee as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.</p> <p>(6) In event the shipment is stopped off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading.</p> <p>(7) If the consignor or any party tendering any portion of the shipment refuses to perform the loading, or if the consignee or any party receiving any portion of the shipment refuses to perform the unloading, the rate will not apply and rates otherwise published will be assessed.</p> <p>(8) In any circumstance where the Consignor, its employees, or its agents load some or all of the freight, the Consignor shall indemnify and hold Jahn Transfer INC., its employees and agents harmless from any and all claims or damages, including but not limited to attorney fees, arising from or relating to the loading of such freight. In any circumstance where the Consignee, its employees, or its agents unload some of or all of the freight, the consignee shall hold Jahn Transfer INC., its employees and agents harmless from any and all claims or damages, including but not limited to attorney fees, arising from or relating to the unloading of such freight. This paragraph applies in any circumstance where the activities described in this paragraph were undertaken regardless of whether such activity were undertaken voluntarily or in exchange for consideration.</p>	<p>578</p>
<p>ITEM 580 - MARKING OR TAGGING FREIGHT - CHANGING MARKING OR TAGS</p> <p>The provisions of Item 580 of the NMFC will apply; however, carrier will, at the request of the shipper or consignee, change or alter, according to instructions, the markings or tags on any packages or pieces of freight.</p> <p>When requested to remark or retag shipments as above or for re-consignment, distribution or any other purpose, Jahn Transfer shall perform such service and assess a charge of \$2.00 per piece, subject to a minimum charge of \$20.00 (See Item 820, Note 7).</p>	<p>580</p>
<p>ITEM 597 - MAXIMUM WEIGHTS</p> <p>(1) SHIPMENTS TENDERED IN EXCESS OF MAXIMUM WEIGHT RESTRICTIONS:</p> <p>Except as specifically provided for in individual items, shipments in excess of a stated maximum weight will be rated at the truckload or volume provisions applicable, and weights in excess shall be rated as a separate shipment.</p> <p>(2) No vehicle may be loaded in excess of that quantity of freight that can be transported from origin to destination in or on such vehicle because of weight or size limitations of federal, state or municipal laws or regulations. For such shipments apply Item 670.</p>	<p>597</p>

<p>ITEM 611 - DENSITY- METHOD OF DETERMINING</p> <p>(1) "DENSITY" means "Pounds per Cubic Foot".</p> <p>(2) Where classes are applicable, according to the density of articles as tendered for shipment, the density may be determined as follows:</p> <ul style="list-style-type: none"> a) LOOSE ARTICLES OR PIECES--Multiply the greatest straight-line dimensions (not circumferential) of length, width and depth in inches, including all projections; and divide by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article or piece by the ascertained cubic feet. b) PACKAGED ARTICLES OF An ELLIPTICAL, RECTANGULAR OR SQUARE SHAPE ON ONE PLANE--Multiply the greatest straight-line dimensions (not circumferential) of length, width and depth in inches, including all projections, and divide by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article or piece by the ascertained cubic feet. c) CYLINDRICAL SHAPED ARTICLES--Square the greatest dimension of the article in inches (multiply the greatest dimension in inches by itself) and multiply that result by the height or length in inches. Divide the result by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article or piece by the ascertained cubic feet. d) ARTICLES, OTHER THAN OF an ELLIPTICAL, RECTANGULAR OR SQUARE SHAPE ON ONE PLANE--Square the greatest dimension in inches by itself and multiply that result by the height or length in inches. Divide the result by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article or piece by the ascertained cubic feet. e) A vertical dimension of nine (9) feet will be used to determine the cube of the individual shipping unit(s) when top loading of cargo is precluded because of but not limited to: <ul style="list-style-type: none"> i. The nature of the article(s) ii. Packaging or lack of packaging used iii. Palletization in a pyramided, rounded off, or topped off fashion and/or iv. Specific instructions by the shipper on the bill of lading, shipping papers, or notation on the shipping containers. <p>(3) The weight per cubic foot relates to the density of each shipping package or piece and not to the shipment as a whole.</p>	<p>611</p>
<p>ITEM 640 -- MIXED SHIPMENTS (EXCEPTION TO NMFC ITEMS 640 AND 645)</p> <p>In Connection with class rated shipments and LTL commodity rated shipments the following will apply:</p> <p>Section I. On mixed shipments of differently rated commodities (commodities subject to different rates), alternation of charges resulting from the application of rates provided for different weight groups is to be determined by applying the lower of the charges resulting from:</p> <ul style="list-style-type: none"> (a) The rate applicable to the actual weight of each article in the mixture; or (b) The actual weight of each article in the mixture at the rate provided for each article on the higher weight group that would apply for the aggregate weight of the shipment, plus a charge for deficit weight at the lowest rate applicable to any article in the shipment The term deficit refers to the additional shipment weight necessary to meet the minimum requirements for use of the rate provided for the next higher weight group. <p>Section 2. Maximum Percentage of Mixture</p> <ul style="list-style-type: none"> (a) When rates provide for a maximum percentage of an article that may be included in the mixed shipment and a greater percentage is included, the rates will apply on the restricted article, up to the allowable percentage. The excess over the allowable percentage for any article is to be rated as a separate shipment. (b) When there are two or more differently rated commodities subject to the same maximum percentage restriction, the allowable percentage shall consist of the lowest rated article or commodities necessary to make up the percentage. (c) When percentage limitations are separately provided on different commodities, rates will apply on each article up to and including the allowable percentage. 	<p>640</p>
<p>ITEM 645- MIXED SHIPMENTS - TL OR VOL (EXCEPTION TO NMFC ITEM 645)</p> <p>Different commodities, subject to truckload or volume commodity rates, shipped at one time by one consignor to one consignee at one destination on one bill of lading as a mixed truckload or volume shipment will be charged for as follows:</p> <p>Section 1: Assess the straight TL or VOL commodity rate applicable to each article in the shipment.</p> <ul style="list-style-type: none"> (a) The applicable minimum weight will be the highest provided for any article in the shipment. (b) Any deficit in the minimum weight will be charged for at the lowest rate applicable to any article in the shipment. <p><i>(Continued on next page)</i></p>	<p>645</p>

<p><i>(Continued from previous page)</i></p> <p>Section 2. When the aggregate charge upon the entire shipment is made lower by considering the commodities as if they were divided into two or more separate truckload or volume shipments, the shipment will be charged for accordingly.</p> <p>Section 3. When the total charge on the shipment is lower by applying the TL or VOL rate and minimum weight or actual weight, if greater, for one or more commodities and the LTL rate and actual weight for the remainder, such charge will apply, subject to the following:</p> <ul style="list-style-type: none"> (a) The LTL rates to be assessed are those that would apply if the LTL portion were considered as a separate shipment. (b) The weight of the portion assessed LTL rates may not be applied towards the TL or VOL minimum weight. (c) The LTL rates will be subject to truckload packing requirements. <p>Section 4. When rates provided for a maximum percentage of an article that may be included in the mixed shipment and a greater percentage is included, the rates will apply on the restricted article up to the allowable percentage. Commodities which exceed the allowable percentage will be subject to the following:</p> <ul style="list-style-type: none"> (a) When there are two or more differently rated commodities subject to the same maximum percentage restriction, the allowable percentage shall consist of the lowest rated article or commodities necessary to make up the percentage. (b) The excess is to be rated as a separate LTL shipment or as a separate TL shipment, whichever produces the lowest charge. (c) The weight of the portion in excess of the maximum percentage may not be applied towards the applicable TL or VOL minimum weight. (d) Any deficit in the minimum weight will be charged for at the mixed TL or VOL rate. <p>Section 5. Where different TL or VOL rates and minimum weights are provided on the same article included as a mixed shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article will be used to determine the charges for the entire shipment.</p> <p>Section 6. This provision will not apply to commodities when their transportation at the same time in the vehicle is prohibited by Federal, State or Municipal Regulations.</p>	<p>645</p> <p>cont.</p>
<p>ITEM 647 - NOTIFICATION PRIOR TO DELIVERY NOTIFICATION OF ARRIVAL OF FREIGHT</p> <p>When Jahn Transfer is requested by any party to notify the consignee or any other party upon arrival of freight at its delivery terminal or to contact consignee to give notification of pending delivery prior to delivery of a shipment, a charge of \$20.00 will be assessed and billed to the party primarily responsible for payment of the freight charges. A valid email address or phone number must be notated on the Bill of Lading at the time of pick up. Jahn Transfer will contact the party by phone, if convenient and practical, otherwise by email, fax, or voicemail.</p>	<p>647</p>
<p>ITEM 660 – LOADING/UNLOADING ALLOWANCES</p> <p>Loading/Unloading allowances or any other addition fees assessed upon the carrier to allow for a full pickup or delivery of a shipment by the shipper or consignee will be passed on to the party responsible for paying the freight invoice, at the amount being charged the carrier.</p>	<p>660</p>
<p>ITEM 670 - OVER-DIMENSION, OVER-LENGTH OR OVER-WEIGHT FREIGHT- COMMODITIES OF EXTREME CONFIGURATION (1) OVER-DIMENSION OR OVER-WEIGHT TL/VOLUME FREIGHT:</p> <p>Shipments which contain commodities, any one of which when loaded on a standard vehicle exceeds Federal, State or Municipal weight regulations or exceed, one or more of the following dimensions;</p> <p><i>(Continued on next page)</i></p>	<p>670</p>

<p><i>(Continued from previous page)</i></p> <p>HEIGHT: 8 feet 6 inches WIDTH: 8 feet 6 inches LENGTH: 44 feet 6 inches</p> <p>will be transported subject to the following conditions and minimum charges:</p> <ul style="list-style-type: none"> (a) A single pallet with a dimension over 48"(L)x48"(W)x52"(H) (b) Arrangements for transporting over-dimension or over-weight freight provided above must be made with the originating carrier before shipment or any portion thereof is tendered for transportation. (c) Such shipments as are accepted will be subject to freight charges based on 150% of the otherwise applicable charges computed without reference to this item. (d) Where regulations or laws of any Federal, State or Municipal government or any subdivision thereof, require use special highway permits and/or the pilot cars or escort service carder, carrier will upon request of the shipper or consignee, and as agent for them, engage third persons to perform this service. All charges of the third persons must be paid by the shipper or consignee and are in addition to all other lawful charges in the tariff. Such charges may be advanced by the carrier and billed to the shipper or consignee at actual cost of the service plus a 15 percent service charge. These charges shall be in addition to all other applicable charges and shall be shown separately on the freight bill. (e) Shipments requiring overweight bonds or over dimensional permits the actual cost plus a 10 percent service charge of the bond or permit for each state or city shall be added onto the freight bill subject to a minimum charge of \$60.00 for each bond or permit. When the permit specifies route of the movement that shall be used in transporting the shipment, all tolls or fees paid by carrier for the use of bridges, ferries, tunnels or highways shall be in addition to all other applicable charges and shall be shown separately on the freight bill. (f) Where regulations or laws of any Federal, State or Municipal Governments or any subdivision thereof, require use of a designated route because of an over length, overweight or over width load, mileage and charges will be figured via the designated route. (g) Where regulations or laws of any Federal, State or Municipal government prohibit the movement of an overweight load over the most practical route, mileage and charges will be computed over an alternate route selected by the customer paying the freight charges. In the absence of a route selected by the customer, carrier will route the load and mileage will be computed over the carrier-selected route. <p>(2) OVER-LENGTH LTL FREIGHT:</p> <ul style="list-style-type: none"> (a) Over-length LTL Freight means LTL Freight commodities or packaging that exceeds 12 feet in length. (b) When carrier agrees to handle over-length freight, shipments containing one or more articles that exceeds 12 feet in length, but are less than 20 feet in length will be subject to a charge of \$50.00 (in addition to all other applicable charge. Shipments containing articles that equal or exceed 20 feet in length will be subject to a charge of \$75.00 (in addition to all other applicable charges). <p>(3) COMMODITIES OF EXTREME CONFIGURATION:</p> <p>When one article constituting a shipment or part of a shipment requires 16 or more lineal feet of space to load and exceeds 2 feet in height and 2 feet in width, that shipment will be subject to an upcharge of 100% of the net line-haul charges, minimum upcharge \$500.00. Fuel surcharge will not apply on upcharge amount</p>	<p>670</p> <p>cont.</p>
<p>ITEM 680 - PACKING OR PACKAGING REQUIREMENTS</p> <p>SECTION 1</p> <p>(1) Where packing requirements are not provided in this tariff, or tariffs governed by this tariff, the packing requirements of the NMFC will apply.</p> <p>(2) Where packing requirements are provided in this tariff, or tariff governed by this tariff, rates and/or ratings will apply only when the article(s) are packed in accordance with such packing requirements. Such rates and/or ratings will also apply when the article(s) are packaged as required, and placed on pallets.</p> <p>SECTION 2 PACKING OR PACKAGING--NON-COMPLIANCE WITH (Exception to Section 3(a) of NMFC Item 687)</p> <p>(1) The provisions of this Section applies only on articles in packages which also serve as Display Stands or Racks, and then only when the article(s) and necessary interior packing devices occupy less than 80% of the interior cubic capacity of the outer shipping container.</p> <p><i>(Continued on next page)</i></p>	<p>680</p>

<p><i>(Continued from previous page)</i></p> <p>(2) The transportation charge on articles which fail to comply with packing requirements and failure to comply is discovered after articles have been accepted for transportation, must be determined as follows:</p> <p>When LTL or AQ classes or ratings are applicable to the articles shipped, the charge shall be 200% of the charge determined by applying the highest LTL or AQ class or rating provided for such articles in the same shipping form.</p>	680 cont.
<p>ITEM 710 - PALLETIZED FREIGHT</p> <p>(1) Except as otherwise specifically provided, when shipments are tendered to carrier and transported in or on pallets, platforms, racks, reels, skids or shipping containers, such pallets, platforms, racks, reels, skids shipping carriers or containers constitute an integral part of the shipments and are to be delivered to and receipted for by the consignee(s) named on the bill of lading covering the loaded movement.</p> <p>(2) Any request or provision noted on the Bill of Lading or Shipping Order at the time of shipment requesting the return of these pallets, platforms, racks, reels, skids or shipping carriers or containers (See NOTE A) shall be deemed to be for information purposes only, and it will not be binding upon the carrier to accomplish or comply with such request or provision to complete the contract of carriage.</p> <p>GENERAL EXCEPTIONS:</p> <p>NOTE A: This item will not apply on marine type or intermodal containers designed for highway use on wheels.</p>	710
<p>ITEM 712 - PALLETS, ETC., RETURN OF</p> <p>Except as specifically provided, carrier will not perform free return of pallets, platforms, racks, reels, skids or shipping carriers of containers.</p>	712
<p>ITEM 719 - RATES AND CHARGES STATED IN UNITED STATES CURRENCY</p> <p>(1) Rates and charges contained in tariffs making reference hereto, or herein, are stated in currency of the United States.</p> <p>(2) When payment of freight charges is made in foreign currency, the exchange value of such currency must not be less than the charges valued in U.S. currency.</p>	719
<p>ITEM 720 - PAYMENT OF FREIGHT CHARGES, LATE PAYMENT FEE</p> <p>SECTION 1--LITIGATION OF DELINQUENT BILLS</p> <p>Failure to make payment of freight charges for services performed as a common carrier which subsequently results in legal action taken against the debtor, will be subject to the following:</p> <p>(1) Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.</p> <p>(2) In addition to above, debtor will be responsible for attorney fees and/or court costs associated with or as a result of legal action or suit.</p> <p>SECTION 2--PAYMENT OF CHARGES</p> <p>(1) Allowances, discounts, exception classes and commodity rates shall apply only when tariff charges are paid within a maximum period of forty-two (42) calendar days from invoice date.</p> <p>(2) The provisions of this rule do not change in any way the carrier's obligation to collect or the freight charge payor's obligation to pay tariff charges within the standard credit period maintained by the carrier in compliance with 49 CFR 1320.</p> <p>(3) This rule simply establishes a condition precedent for the application of the special tariff provisions describe in SECTION 1.</p>	720

<p>ITEM 721 - RETURNED CHECKS, CHARGE FOR</p> <p>Checks received in payment of freight charges that are returned to Jahn Transfer by banks because of insufficient funds or any other reason not the fault of Jahn Transfer will be subject to a charge of \$35.00 plus any service fee assessed by the bank. This charge will be in addition to all other applicable charges.</p>	721
<p>ITEM 750 - PICK-UP OR DELIVERY SERVICE</p> <p>Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 570 for Impracticable Operations), during business hours (See Items 751, through 759) for special pickup or delivery service at one site, subject to the following provisions:</p> <p>1. PLACEMENT OF VEHICLE FOR LOADING:</p> <p>At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pick up a shipment there tendered for transportation.</p> <p>2. PLACEMENT OF VEHICLE FOR UNLOADING:</p> <p>The delivery of a shipment by the carrier to the place of delivery specified on the bill of lading will include the placing of a vehicle at the delivery site designated by the consignee.</p> <p>3. LOADING BY CARRIER: (See Note B, Paragraph (a)).</p> <p>Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading (See Note A and Item 566 - Inside Delivery - Handling Freight at Positions Not Immediately Adjacent to Vehicle). Carrier will furnish only one man per vehicle for loading, be he the driver, helper or any other carrier employee.</p> <p>4. UNLOADING BY CARRIER: (See Note B, Paragraph (b)).</p> <p>Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (See Note A and Item 566 - Inside Delivery - Handling Freight at Positions Not Immediately Adjacent to Vehicle). Carrier will furnish only one man per vehicle for unloading, be he the driver, helper or any other carrier employee.</p> <p>5. RESTRICTIONS ON LOADING OR UNLOADING BY THE CARRIER: (See Note B, Paragraphs (a) and (b)).</p> <ul style="list-style-type: none"> (a) Except as provided in Item 895, loading or unloading Services do not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight. (b) Loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two wheeled hand trucks), winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at its expense, carrier's employee may use hand trucks or four wheeled hand carts, and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor or consignee. (c) Loading or unloading service does not include opening of packages or unitized shipments including shrink-wrapped or banded freight on pallets or skids. <p>6. LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE: (See Note B, Paragraphs (a) and (b)).</p> <p>The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at his own expense the loading or unloading of the shipment on or from the carrier's vehicle.</p> <p>7. WAIVER OF DELIVERY RECEIPT:</p> <p>When consignor or owner has made written arrangements with the carrier, freight, consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment), will be delivered and unloaded by the carrier and left unattended at the place designated.</p> <p><i>(Continued on next page)</i></p>	750

(Continued from previous page)

8. HEAVY OR BULK FREIGHT-LOADING OR UNLOADING: (See Note B)

750

When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipment:

cont.

- (a) WEIGHS 100 LBS. OR LESS, the carrier will perform the loading and/or unloading.
- (b) WEIGHS MORE THAN 100 LBS., BUT LESS THAN 500 LBS:

(1) The carrier will perform the loading and/or unloading where the consignor and/or consignee provide a dock, platform or ramp directly accessible to the carrier's vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each of its greatest and intermediate dimensions. (See paragraphs (b) 2 and (d)).

Where the consignor and/or consignee do not provide a dock, platform or ramp, the truck driver, on request, will assist the consignor and/or consignee in loading and/or unloading.

(2) The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle if such freight (1) exceeds 8 feet but does not exceed 22 feet in its greatest dimension, or (2) if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension.

When the consignor and/or consignee do not provide a dock, platform or ramp, the truck driver, on request, will assist the consignor and/or consignee in loading and/or unloading.

- (c) WEIGHS 500 LBS. OR MORE, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.
- (d) EXCEEDS 8 FEET IN ITS GREATEST DIMENSION OR EXCEEDS 4 FEET IN EACH OF ITS GREATEST AND INTERMEDIATE DIMENSIONS, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in paragraph (b) 2 of this item.

NOTE A:

- (a) Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place its vehicle for loading or unloading if separated there from only by an intervening public sidewalk.
- (b) If a parking space suitable for carrier to place its vehicle for loading or unloading is occupied or city ordinance prevents its use the nearest available parking space may be used.
- (c) When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for carrier to place its vehicle for loading all such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carriers.
- (d) When shipper assigns two or more carrier designated spaces in its shipping room or loading platform where outgoing freight will be assigned spaces as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space.

NOTE B:

- (a) Loading, by definition in this item, includes stowing and counting of the freight in or on the carrier's vehicle.
- (b) Unloading, by definition in this item, includes the counting and removing of the freight from the position in which it is transported in or on the carrier's vehicle.

ITEM 751 - PICK-UP OR DELIVERY SERVICE AT LIMITED ACCESS LOCATIONS

751

When carrier makes a pickup or delivery at a location with limited access, the following charges will apply: **\$50.00** charge per shipment in addition to all other applicable rates and charges. Limited Access Locations include but are not limited to the following: schools, churches, camps, prisons, fairs carnivals, commercial establishments not open to walk-in public during normal business hours, individual mini-storage units and locations where deliveries requires small than standard trailers, including but not limited to straight trucks. In the case of delivery, such charges above will include an initial telephone notification to make delivery arrangements only if carrier is provided the correct telephone number of the consignee.

<p>ITEM 752 - PICK-UP OR DELIVERY SERVICE AT CONSTRUCTION SITES</p> <p>When carrier makes a pickup or delivery at a construction site, an additional \$100.00 charge per shipment shall apply in addition to all other applicable rates and charges.</p>	752
<p>ITEM 753 – SAME DAY DELIVERY CHARGE</p> <p>When carrier is requested to make the pickup and delivery on the same day an additional charge of \$3.00 per one hundred pounds with a minimum charge of \$100.00 shall apply in addition to all other applicable rates and charges.</p>	753
<p>ITEM 754 - PICK-UP AND DELIVERY CHARGE (AFTER 5:00 PM OR BEFORE 6:00 AM)</p> <p>A requested pickup or delivery required after 5:00 PM or before 6:00 AM on a weekday (Monday thru Friday), will be subject to a Flat Charge of \$100.00. This charge will be in addition to all other applicable charges.</p>	754
<p>ITEM 755 - PICK-UP OR DELIVERY ON SATURDAYS</p> <p>When requested to perform pickup or delivery on Saturdays, Jahn Transfer shall arrange to perform such service at an additional charge of \$2.00 per one hundred pounds with a minimum charge of \$150.00 and maximum of \$250.00. This charge will be in addition to all other applicable charges.</p>	755
<p>ITEM 756 - PICK-UP OR DELIVERY ON SUNDAYS OR LEGAL HOLIDAYS</p> <p>When requested to perform pickup or delivery on Sundays or Legal Holidays, Jahn Transfer shall arrange to perform such service at an additional charge of \$4.50 per one hundred pounds with a minimum charge of \$200.00 and maximum of \$400.00. This charge will be in addition to all other applicable charges.</p>	756
<p>ITEM 757 - LIFT-GATE SERVICE (Hydraulic/Mechanical Tailgate Lifts and other Loading or Unloading Devices)</p> <p>When requested or when shipments require Carrier to provide and employ vehicles equipped with hydraulic/mechanical tailgate lifts (lift-gates) such shipments will be subject to the following provisions:</p> <p>The charge will be \$4.00 per CWT, subject to a minimum charge of \$90.00 and a maximum charge of \$220.00. Charges will apply in addition to all other freight charges.</p> <p>Charges for this service shall be assessed against and paid by the party that requested the service or, payment must otherwise be guaranteed by the Shipper, or Third-Party responsible for payment.</p> <ol style="list-style-type: none"> 1. Carrier is not obligated to perform such service when suitable vehicles equipped with such devices and operators are not available, or when such equipment is not available through a contractor or rental agency. 2. Provisions of this rule shall not be construed as obligating the carrier to provide such service if, for any reason, the carrier finds it impracticable or unsafe to provide the service. 3. Service will only be provided at locations that are deemed safe and accessible to the delivery vehicle. 	757
<p>ITEM 758 - DELIVERIES TO MILITARY INSTALLATIONS - HOMELAND SECURITY FEE</p> <p>A fee of \$100.00 per shipment shall be assessed to all shipment delivered to military installations. This fee covers increased costs of dealing with security checkpoints and delays, security escorts, stops and inspections.</p>	758
<p>ITEM 759 -- RESIDENTIAL DELIVERY and/or RESIDENTIAL PICK-UP</p> <p>The provisions of this item apply when the shipper (consignor) and/or consignee of a shipment are/is located at a private residence, apartment building, home, estate, hereinafter referred to collectively as "residence" or "residential".</p> <p>(1) BOL Requirements: On shipments requiring residential delivery, consignor shall so state on the Bill-of-Lading along with the name, full address and telephone number of the party to contact to arrange for delivery. <i>(Continued on next page)</i></p>	759

<p><i>(Continued from previous page)</i></p> <p>(2) Notice of Arrival: Before pick-up or delivery is attempted, carrier will make arrangements for pick-up with shipper and provide consignee with a notice of arrival by telephone and will reach a mutual agreement about delivery. Arrangements for delivery will include the following:</p> <ul style="list-style-type: none"> (a) Notice that freight is immediately available. (b) Residential delivery and or pick-up will be accepted for delivery and/or pick-up on Wednesdays or Fridays. (c) Determination of delivery requirements including, but not limited to, lift gate service (Item 757), inside delivery (Item 566) and/or any other required service. If any additional services such as these are required, normal charges for those services will apply in addition to the residential delivery charge. <p>(3) Dock Pick-ups: If, upon carrier giving consignee "Notice of Arrival", consignee chooses to pick-up the shipment at Carrier's terminal/dock, he may do so however, such pick-up must be performed in a timely manner (within 24 hours of notification). If freight is not picked-up within 24 hours following notification, storage charges will be applicable pursuant to Item 910 of this tariff.</p> <p>(4) Charges:</p> <ul style="list-style-type: none"> (a) When pick-up or delivery is requested at residences, Jahn Transfer shall perform such service at a charge of \$60.00 in addition to all other applicable freight and accessorial charges. (Note: The charge will include the telephone call to arrange for delivery and the charge for "Notification Prior to Delivery" defined in Item 647 <u>will not apply</u>). (b) As noted in (3) above, storage charges will be applied if consignee elects to pick-up freight at carrier's terminal/dock but fails to do so within 24 hours following notification that the freight is available for pick-up. Storage charges will be applied pursuant to Item 910 of this tariff. (c) When, through no fault of the carrier, consignee is unable to accept delivery as previously scheduled, re-notification charges (Item 647) and re-delivery charges (Item 830) will apply in addition to all other applicable charges. <p>(5) Payment (Collect Shipments):</p> <ul style="list-style-type: none"> (a) For residential delivery shipments tendered on a collect basis, payment in full for freight and all other applicable charges will be due and payable at time of delivery in the form of cash, certified cashier's check or money order. (b) Delivery will not be made without proper payment if delivery is attempted and payment not made or if delivery arrangements are delayed through no fault of carrier, shipments could become subject to additional charges for storage, re-notification, re-delivery and other possible fees, all of which will be due and must be paid at the time of any future redelivery. 	<p>759 cont.</p>
<p>ITEM 760 – RURAL LOCATION OR FARM PICK-UP OR DELIVERY SERVICE</p> <p>When Carrier makes a RURAL or FARM pickup or delivery, an additional \$60.00 charge per shipment shall apply in addition to all other applicable rates and charges.</p>	<p>760</p>
<p>ITEM 765 - PRECEDENCE OF RATES</p> <p>(1) A TL or VOL commodity rate or column commodity rate removes the applications of an AQ or LTL commodity rate or column commodity rate only when the minimum weight requirement of the TL or VOL commodity rate or column commodity rate is met or charged for.</p> <p>(2) An AQ Commodity or Column Commodity rate removes the application of:</p> <ul style="list-style-type: none"> (a) A LTL or AQ Class rate on the same quantity. (b) A TL or VOL Class rate. 	<p>765</p>

<p>ITEM 769 - PREPAYMENT OR GUARANTEE OF CHARGES</p> <p>Except as provided, shipments will be accepted subject to the following provisions:</p> <p>(1) A PREPAID shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor are to be paid by the consignor.</p> <p>(2) A COLLECT shipment is one which the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee.</p> <p>(3) A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so within the time allowed under the federal or state credit regulations.</p>	769
<p>ITEM 770 - PREPAYMENT OF CHARGES</p> <p>(1) No shipment will be accepted when the line-haul transportation charge is partially prepaid, partially collect.</p> <p>(2) Freight charges must be prepaid on all shipments consigned to or in care of Trade Shows, Traveling Shows, Fairs or Exhibitions.</p> <p>(3) When combinations of rates and/or charges are applicable, combinations of rates and/or charges will be computed over the points of actual interchange (points where the freight will be physically interchanged from one carrier to another) and must be prepaid through to destination (See Note A).</p>	770
<p>ITEM 775 - PREPAYMENT OF CHARGES ON EXPORT SHIPMENTS</p> <p>All charges on shipments for export (except shipments moving on government bills of lading or on shipments destined to points in Canada) transported on rates named in tariffs governed by this tariff must be prepaid.</p>	775
<p>ITEM 779 - LIABILITY LIMITS - GENERAL APPLICATION AND SCOPE</p> <p>Jahn Transfer, like other LTL carriers, assumes a stated level of liability for loss and/damage to shipments it handles. Jahn Transfer's rules and provisions addressing liability limits, prohibited articles, used articles and a description of the process and requirements for claim filing are included in Items 780 through 790 of this tariff or as otherwise provided in customer-specific contracts or other customer-specific tariffs or pricing agreements.</p> <p>It is important for customers of Jahn Transfer to read and become familiar with all of the content of Items 780 through 790 as liability limits vary depending on attributes of shipments including but not limited to type of commodity, NMFC classes, exception ratings, type of pricing program (pallet program, spot quotes, other), risk of theft or damage and whether commodities are new or used, reconditioned, remanufactured or refurbished.</p> <p>Definition: 'Used Commodities' - are defined as any commodities with prior use, including but not limited to restored, refurbished and remanufactured commodities as well as factory warranty returns. Also included are any commodities that have been set-up and operated, including any commodity that has been used for the commodity's stated purpose or to demonstrate the performance or merits of a product (as an automobile, x-ray machine, lathe, television) to prospective buyers. Stock transfers and returns to vendors of new and unused commodities (overstocks) do not fall under this definition.</p> <p>General Application of Jahn Transfer Liability Assumption:</p> <p>In general Jahn Transfer's liability assumption applies exclusively to commodities for which Jahn Transfer has specifically agreed to handle for each specific customer and for which Jahn Transfer has entered into contractual agreements to handle or otherwise established customer specific pricing for. It is understood by Shipper and Carrier that Carrier's pricing established for Shipper is based on its analysis of risk associated with the type of commodities that Shipper would normally tender to carrier and that Carrier's liability assumption, if provided under terms other than those specifically stated herein, shall extend to those commodities only. If Shipper tenders to Carrier any other commodity or type of commodity not revealed to carrier during pricing negotiations and carrier inadvertently accepts such shipment for handling, Carrier's liability assumption on such items shall not ever exceed the liability limitations provided by provisions of this tariff. <i>(Continued on next page)</i></p>	779

<p><i>(Continued from previous page)</i></p> <p>Liabilities on shipments when put in storage (Item 910) are covered subject to a maximum liability of \$0.10 per pound per piece in the event of loss or damage.</p> <p>Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any other special incidental or consequential damages.</p>		<p>779</p> <p>cont.</p>
<p>ITEM 780 --- LIABILITY LIMITS - PROHIBITED OR RESTRICTED COMMODITIES (SUBJECT TO NOTES 1-7)</p> <p>Section I. PROHIBITED COMMODITIES:</p> <p>The following commodities will not be accepted for shipment or as premiums accompanying other commodities. If any of the commodities, as described in the list below are inadvertently accepted, Jahn Transfer shall not be liable for any loss or damage to any such commodity. The Consignor, or its agent, agrees to defend, indemnify and reimburse Jahn Transfer for any physical harm, damage or liability that may result in any way from the transportation of any prohibited commodity listed in this item. If the foregoing indemnification is not applicable for any reason, then Jahn Transfer shall be subject to a maximum liability of \$0.10 per pound per piece in the event of loss or damage to any shipment.</p>		<p>780</p>
1	Agricultural products including but not limited to: roots, fresh fruits or vegetables, fresh meats, fresh milk, fresh eggs, eggs hatching, live domestic or wild animals, furs, hides (green or wet), nursery stock (including live trees, shrubs, flowers (fresh and cut), etc.)	
2	Articles of Extraordinary Value, including Collectibles	
3	Articles, or parts thereof, the transportation of which is prohibited in interstate, intrastate or international commerce, or the transportation of which into or out of a district, territory, state, or subdivision thereof is prohibited by the laws of such district, territory, state, or subdivision thereof	
4	Asbestos	
5	Bank Bills, Coins (monetary, deeds, currency, drafts, notes, valuable papers, postage stamps, revenue stamps (see Note 2), letters (with or without stamps affixed see Note 1), tickets (all types such lottery, toll, gaming and other tickets))	
6	Carbon Black	
7	Corpses or Cremated Remains	
8	Explosives (Divisions L1, 1.2, 1.3,1.5)	
9	Fireworks	
10	Fully assembled Automobiles, Trucks, Trailers, Buses and Chassis	
11	Hazardous waste, Hazardous Group of Miscellaneous Hazardous or Poisonous Materials which includes Etiological Agents/Infectious Substances, PCB's, materials containing Paraquat or Cyanide, universal waste, biological products, diagnostic specimens, blood and related products/components, medical waste, radioactive materials	
12	Jewelry, all types including costume, novelty and other Jewelry, Sterling Silver articles or ware, precious stones (metals or articles manufactured by them)	
13	Museum Exhibits or articles of Antiquity (see Note 3), original works of art or sculptures, including reproductions from an original authenticated by the artist, limited edition (see Note 4)	
14	Perishable Food Items	
15	Poison (Class 2.3 (Poison gas), Class 6.1 (Poisons with Hazard Zone Designations A,B,C, or D), Class 7 (Yellow Label Radioactive Materials), Poisonous and/or Infectious Substances	
16	Property or merchandise purchased over eBay or other Internet websites	
17	Single pieces or Packages because of their height, length, width, or weight, exceed the capability of freight containers	
18	Tanning Beds or Booths, Vending Machines, Video Gaming Machines including gambling, coin or card operated and video arcade games.	
19	Uncrated Machinery New and or Used	
<p>Note: Prohibited is defined as "commodity that the carrier has determined not to handle under any pricing arrangements"</p> <p>Note: Shippers are instructed that regardless of statements expressed or placed on a Bill-of-Lading by shipper relative to declared value, declared value pricing is not available for prohibited commodities.</p> <p>SHIPPERS REQUIRING AN ALTERNATIVE VALUATION LEVEL AT OTHER THAN TEN (10) CENTS PER POUND ARE INSTRUCTED TO FOLLOW THE INSTRUCTIONS SET FORTH IN ITEM 783. <i>(Continued on next page)</i></p>		

(Continued from previous page)

Section 2. RESTRICTED COMMODITIES:

The following commodities are restricted. If any of the commodities, as described in the list below, are accepted they shall be subject to a maximum liability of \$0.10 per pound per piece in the event of loss or damage to any shipment.

780
cont

1	Ammunition (cartridges, gun powder, projectiles, primers, fuses), guns, high explosives
2	Appliances
3	Artificial Plants or Trees, shipped loose-not enclosed in packaging
4	Articles that, in the judgment of Carrier, are objectionable or contaminating to other cargo
5	Articles that, because of their size or weight must be given special handling. Articles that must be given special handling are units that exceed 3500 pounds, have a length exceeding 12 feet or a height exceeding 90 inches.
6	Bakery Carts, Bun Racks and/or Serving Wagons
7	Beer, Wine, Liquor, any Alcoholic Beverages
8	Computers, computer monitors and other items described by NMFC 116030, digital memory devices
9	Granite, Marble or Stone in dimensions greater than 16" x 16" x 2"
10	Household Goods
11	Household Mirrors NMFC 137385
12	Light Bulbs or Tubes, incandescent, fluorescent and other types
13	Machinery, New or Used, Crated
14	Signs including Neon and non-neon, Statues over 48" high
15	Spas, Hot Tubs
16	Surfboards, Boating Group under NMFC
17	Switchboards
18	Television sets: large screen, LCD, plasma, projection, flat panel, high definition (HDTV)
19	Temperature controlled shipments requiring protection from heat or cold including protection from freezing or melting
20	Tires, loose
21	Tobacco and tobacco products
22	Windshields

Note: Restricted is defined as "commodities that the carrier has determined not to handle, unless specifically reviewed and approved by the Pricing Dept.

Note: Shippers are instructed that regardless of statements expressed or placed on a Bill-of-Lading by shipper relative to declared value, declared value pricing is not available for prohibited commodities.

SHIPPERS REQUIRING VALUATION LEVELS AT OTHER THAN TEN (10) CENTS PER POUND ARE INSTRUCTED TO FOLLOW THE INSTRUCTIONS SET FORTH IN ITEM 783.

Section 3. ACCEPTABLE COMMODITIES of EXTRAORDINARY VALUE:

Except as provided in Section 1 above, commodities of extraordinary value, as defined below, will be accepted for shipment or as premiums accompanying other commodities, providing the shipper requests that carrier assume additional liability in exchange for consideration as provided below:

(Continued on next page)

<p><i>(Continued from previous page)</i></p> <p>(1) Commodities tendered in the US with an invoice value exceeding \$5.00 (US\$) per pound per piece will be considered to be of extraordinary value. Such commodities will not be accepted for transportation unless the shipper requests carrier to assume additional liability in exchange for a higher charge. Commodities inadvertently accepted with an invoice value exceeding \$5.00 (US\$) per pound per piece if tendered in the US but without additional liability assumption by carrier will be considered released by the shipper at \$5.00 (US\$) per pound per piece respectfully.</p> <p>(2) In the event of loss of and/or damage to any shipment, carrier's liability for shipments originating in the US will not exceed \$5.00 (US\$) per pound per piece, subject to a maximum [liability of \$100,000.00 (US\$) per incident, unless the shipper has requested excess liability assumption. The "per incident" language means that the total pool of funds to be disbursed to multiple claimants relative to a single incident shall not exceed the maximum of \$100,000.00 (US\$). The total of all funds distributed relating to a single "incident" will never exceed the maximums stated herein.</p> <p>(3) Excess Liability Assumption: If a shipper desires to tender a shipment requiring carrier liability in excess of \$5.00 (US\$) per pound per piece, shipper should see Item 783, paragraph (4) of this tariff for applicable charges</p> <p>INCIDENTAL OR CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL JAHN TRANSFER ITS AFFILIATES OR ITS INTERLINE SERVICE PROVIDERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR LOST PROFITS.</p>	<p>780</p> <p>cont</p>
<p>ITEM 781 - CLAIM FILING - MINIMUM ALLOWABLE CLAIM = \$50.00</p> <p>Cargo Claims for less than \$50.00 will not be honored. Administrative costs of filing and following-up on such claims would normally exceed the amount of recovery for the customer. Carrier's position is that filing and processing such claims is not economically prudent for any of the parties. Thus, if such claims are received by carrier they will be declined pursuant to this item and considered closed.</p> <p>If the claim covers multiple shipments, then each shipment and its claim amount will be considered separately.</p> <p>The customer responsible for the payment of freight charges is not permitted to offset any part of the freight charges by the value of any outstanding loss and damage, overcharge or over-collected claims.</p>	<p>781</p>
<p>ITEM 782 - CLAIM FILING - FREIGHT CHARGES MUST BE PAID BEFORE CLAIMS ARE PROCESSED OR PAID</p> <p>Claims filed prior to payment in full of all freight charges shall be subject to automatic declination.</p>	<p>782</p>
<p>ITEM 783 - LIABILITY LIMITS - MAXIMUM LIABILITY LIMITS BY NMFC <u>CLASSES</u> OR EXCEPTION RATINGS</p> <p>In conjunction with Item 780 of this tariff Jahn Transfer's maximum liability limits vary by NMFC Class or Class Exception Rating and are set in accordance with the scale shown below based on freight classification. Unless otherwise provided, commodities with an invoice value exceeding the limitations shown below in Column B, relative to the corresponding NMFC Class or Class Exception Rating shown below in Column A, will be considered to be of extraordinary value. Commodities of extraordinary value, if accepted for transportation, will be considered to be released at the value per pound per piece shown below in Column B, subject to a maximum liability of \$100,000.00 (US\$) as provided in Item 780.</p> <p><i>(Continued on next page)</i></p>	<p>783</p>

(Continued from previous page)

Column A	Column B
NMFC Class or Class Exception Rating	Maximum Liability Per Pound Per Piece
Pallet or Spot Rates	\$0.50
50	\$1.00
55	\$1.50
60	\$2.00
65	\$2.50
70	\$3.00
77.5	\$3.50
85	\$4.00
92.5	\$4.50
100 and Above	\$5.00

783
cont.

Note: When FAK (exception) ratings are involved, calculations will be based on the lower of the rated or actual class.

(1) Jahn Transfers liability for loss or damage to any commodities for which the freight charges are determined by NMFC Class or Class Exception Ratings including FAK (Freight All Kinds) ratings is limited to the lesser of:

- (a) Invoice value of the commodities damaged or lost
- (b) Limited liability provisions of the Bill-of-Lading (Jahn Transfer standard liability limits)
- (c) Applicable limited liability provisions/released value provisions of the NMFC subject to the maximums by NMFC Class or Class Exception Rating as shown above in this Item, unless a higher value is declared on the original Bill-of-Lading and additional charges are paid pursuant to provisions contained in paragraph (5) of this Item below.

(2) Carrier reserves the right to not assume higher liability limits than its standard limits (See Items 780 and 787 of this tariff stating carrier will not assume higher than standard liability for prohibited commodities and spot-quoted shipments respectively).

(3) **Declared Valuation Charges (Excess Liability Assumption):** When shipper requires carrier liability assumption higher than its standard maximums per pound per piece, shipper must obtain approval prior to tender of shipment from Jahn Transfer's Claims Department in writing. If approval is not granted there will be no increase of liability by Jahn Transfer Inc. When a request is made and approval granted, the following additional charges will apply:

INCREASE LIABILITY ASSUMPTION BY:	CHARGES TO BE APPLIED:
\$5.00 per pound per piece over carrier standard	Undiscounted freight charges + 50%
\$10.00 per pound per piece over carrier standard	Undiscounted freight charges + 100%
\$15.00 per pound per piece over carrier standard	Undiscounted freight charges + 150%
Any higher levels or special circumstances	Contact Jahn Transfer Claims Department for Consideration

(Continued on next page)

(Continued from previous page)

INSTRUCTIONS TO SHIPPERS REQUESTING TO MOVE DECLARED VALUE SHIPMENTS AT HIGHER THAN STANDARD CARRIER LIABILITY LIMITS:

783

Cont.

- (1) Submit request by contacting Jahn Transfers Claims Department using the following contact information:

**Jahn Transfer
Attn: Claims Dept.
2414 Hemstock Drive
La Crosse, WI 54603
Ph. (608) 781-5377
Fax (608) 891-5435**

You must obtain a written authorization accompanied by an acceptance log number from the Jahn Transfers Claims Department prior to tendering the shipment for pick-up.

- (2) The acceptance log number must be written on the original Bill-of-Lading.
- (3) If the acceptance log number is not shown on the Bill-of-Lading the shipment will move under Jahn Transfers standard liability limits.
- (4) Jahn Transfer is **not**, under any circumstances, an insurance company or insurance provider. Jahn Transfer **does not** sell insurance coverage on cargo it transports. Jahn Transfer does assume liability up to the limits stated herein for cargo it handles. In addition and in exchange for higher transportation charges, Jahn Transfer will assume higher levels of liability up to but not beyond its stated maximums. The rules and charges herein govern how customers must make requests for such additional carrier liability assumption and what the additional charges will be for such higher levels.
- (5) **IN NO EVENT SHALL JAHN TRANSFER, ITS AFFILIATES OR ITS INTERLINE SERVICE PROVIDERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR LOST PROFITS.**
- (6) When Jahn Transfer handles shipments in connection with other carriers (either air, motor, water or rail), Jahn Transfers maximum liability in the event of loss or damage will in no case exceed the maximum liability of the other carrier. For example, if a carrier's maximum liability is limited to \$100.00 per shipment, the maximum carrier liability of that carrier and Jahn Transfer will not exceed \$100.00 for the shipment.
- (7) Missing, Incomplete or Incorrect Commodity Descriptions on Shipper Completed Bills-of-Lading:

If Shipper or Shipper's Agent has elected to supply and complete his own Bill-of-Lading or to complete a Uniform Straight Bill-of-Lading or a Bill-of-Lading form provided by carrier for shipper completion and fails to provide a freight description or a complete freight description or describes the freight incorrectly on the Bill-of-Lading (misrepresentation) or uses a description of 'FAK' or 'Freight All Kinds' or other language that does not properly identify the commodities shipped and then subsequently files a claim for shortage or damage, Carrier's liability will be determined as follows:

- (a) Failure to provide a description or providing an incomplete description: In cases of incomplete or missing descriptions, Carrier's liability will be limited to the lesser of its maximum liability per pound per piece for NMFC Class 50 freight and any other limitations that may be applicable.
- (b) Freight is described incorrectly (misrepresentation):
- Carrier shall be absolved of any freight claim liability. Falsification of freight descriptions by shippers for purposes of securing lower pricing or for any reason whatsoever shall void the Bill-of-Lading Contract of Carriage and release Carrier from freight claim liability. For example, if a shipper tenders a crate of expensive alloy assemblies described as 'scrap iron' and later files a claim for loss or damage, the carrier shall have no liability and claim will be denied.
- (c) Freight is described as 'FAK' or 'Freight All Kinds' with exception class provided but no further description:
- i.) If shipment is a total loss (meaning freight was lost or stolen and not available for determination of actual class), Carrier's liability shall be limited to its maximum liability per pound per piece for NMFC Class 50 freight. 'FAK' exception ratings are established for rating purposes only and have no direct bearing on the actual class of specific shipments. 'FAK' ratings are normally established based on the weighted average class of a multiple number of shipments and therefore the 'FAK' rating does not imply the actual class of a specific shipment. An 'FAK 70 rating,' for example, could apply to actual classes 50 through 125. Thus, without a specific commodity word description on the Bill-of-Lading as required by Item 360 of the NMFC, Carrier's liability will be limited to its maximum liability per pound per piece for NMFC Class 50 freight.
- ii.) If shipment is not a total loss, Carrier's liability will be based on the lower of the rated or actual class. If actual class cannot be determined then Carrier's liability will be based on Class 50.

(Continued on next page)

<p><i>(Continued from previous page)</i></p> <p>NOTE: Where Carrier's liability is based on NMFC Class 50, Carrier's liability may be further limited by other limitations described in this tariff if applicable. For example, if shipper fails to provide a commodity word description and a damage claim is filed and it is determined that the commodity shipped is 'used' or 'other than new' then Carrier's liability may be limited to \$0.10 per pound per piece by Item 790 of this tariff.</p>	<p>783 cont.</p>								
<p>ITEM 784- LIABILITY LIMITS - MAXIMUM LIABILITY PER SHIPMENT WHEN CLAIMANT HAS NO JAHN TRANSFER PRICING PROGRAM</p> <p>A maximum liability of \$1,000.00 per shipment will be applicable if, at the time of shipment, the claimant does not have a published pricing program (contract), does not have a spot pricing agreement in effect with Jahn Transfer or was not listed as the shipper, consignee or third party on the original Bill of Lading. Other limitations pertaining to specific types of shipments (e.g., pallet programs) may be applicable in addition to this maximum limitation. Such other limitations may reduce the maximum liability to less than that provided herein. See item 783, paragraph (3) for further provisions that may be applicable. Shippers requiring valuation levels other than those set forth above are instructed to follow the instructions set forth in Item 783.</p>	<p>784</p>								
<p>ITEM 786 - LIABILITY LIMITS - <u>PALLET</u> PROGRAM SHIPMENTS</p> <p>Shipments moving under any Pallet Program rating structure will be limited to a maximum Carrier liability for loss or damage of \$0.50 cents per pound per piece subject to a maximum liability of \$2,500.00 per shipment Shipper is advised that other liability limit provisions contained in this tariff may also be applicable and such provisions may further limit Carrier's maximum liability, except that JAHN 190, Item 783-Maximum Liability Limits By NMFC Classes or Exception Ratings, will not apply.</p> <p>When more than one liability limit Item applies to the same shipment, the lowest applicable maximum limit will prevail.</p> <p>Declared Valuation Changes for Pallet-Rated Shipments (Excess Liability Assumption): When shipper requires carrier liability assumption higher than its standard maximums per pound per piece on per pallet" rated shipments, <u>shipper must obtain approval prior to tender of shipment from Jahn Transfers Claims Department in writing.</u> If approval is not granted there will be no increase of liability by Jahn Transfer Inc. When a request is made and approval granted, the following additional charges will apply (charges will apply per pallet for all pallets in subject shipment):</p> <table border="1" data-bbox="170 1123 1323 1291"> <thead> <tr> <th data-bbox="170 1123 722 1165">INCREASE LIABILITY ASSUMPTION BY:</th> <th data-bbox="722 1123 1323 1165">CHARGES TO BE APPLIED:</th> </tr> </thead> <tbody> <tr> <td data-bbox="170 1165 722 1207">\$5.00 per pound per piece/max \$50k per occurrence</td> <td data-bbox="722 1165 1323 1207">50 cents per pound.</td> </tr> <tr> <td data-bbox="170 1207 722 1249">\$10.00 per pound per piece/max \$50k per</td> <td data-bbox="722 1207 1323 1249">100 cents per pound.</td> </tr> <tr> <td data-bbox="170 1249 722 1291">Any levels higher or special circumstances</td> <td data-bbox="722 1249 1323 1291">Contact Jahn Transfer Claims Dept. for consideration.</td> </tr> </tbody> </table> <p>SHIPPERS REQUIRING VALUATION LEVELS AT OTHER THAN \$1.00 PER POUND PER PIECE OR A LOWER MAXIMUM IF OTHER LIMITATIONS APPLY ARE INSTRUCTED TO FOLLOW THE INSTRUCTIONS SET FORTH IN ITEM 783.</p>	INCREASE LIABILITY ASSUMPTION BY:	CHARGES TO BE APPLIED:	\$5.00 per pound per piece/max \$50k per occurrence	50 cents per pound.	\$10.00 per pound per piece/max \$50k per	100 cents per pound.	Any levels higher or special circumstances	Contact Jahn Transfer Claims Dept. for consideration.	<p>786</p>
INCREASE LIABILITY ASSUMPTION BY:	CHARGES TO BE APPLIED:								
\$5.00 per pound per piece/max \$50k per occurrence	50 cents per pound.								
\$10.00 per pound per piece/max \$50k per	100 cents per pound.								
Any levels higher or special circumstances	Contact Jahn Transfer Claims Dept. for consideration.								
<p>ITEM 787 - LIABILITY LIMITS - SPOT QUOTED SHIPMENTS (One time quote offering)</p> <p>Shipments moving under any Spot Quote rating structure will move at a liability limit of \$0.50 per pound per piece subject to a maximum liability of \$5,000.00 per shipment. Shipper is advised that other liability limit provisions contained in this tariff may also be applicable and such provisions may further limit carrier's maximum liability. When more than one liability limit Item applies to the same shipment, the lowest applicable maximum limit will prevail.</p> <p>SHIPPERS REQUIRING VALUATION LEVELS AT OTHER THAN \$0.50 PER POUND PER PIECE OR A LOWER MAXIMUM IF OTHER LIMITATIONS APPLY ARE INSTRUCTED TO FOLLOW THE INSTRUCTIONS SET FORTH IN ITEM 783.</p>	<p>787</p>								
<p>ITEM 788 - CLAIM FILING -- PROCESS AND REQUIREMENTS</p> <p>In the event a freight claim needs to be filed, forms can be obtained by calling the Claims Department (608-781-5377), or directly from our web site www.jahntransfer.com under Company Forms.</p> <p><i>(Continued on next page)</i></p>	<p>788</p>								

(Continued from previous page)

Inspection by Jahn Transfer INC. or an independent agent will be performed after receipt of request. Inspection will include examination of the damaged merchandise and the shipping container. The inspection will be limited to a factual report and normally be accompanied with pictures. To expedite the claim process it is the responsibility of the claimant to file a cargo claim within prescribed time limits and to respond back immediately to any requests from Jahn Transfer INC. for supporting documentation. The claim will be concluded based on facts determined during the investigation.

Prior to submitting your claim, be sure to include all required information:

- The claim must be submitted in writing
- Must specify a dollar or determinable amount (showing your cost)
- Reason for claim (loss or damage)
- Pro number and bill date
- Claimant name, address, telephone and fax number
- Original Shipper's Copy of the Bill of Lading
- Copy of Delivery Receipt (not applicable on a complete shortage)
- Verification of paid freight charges
- Only one shipment (pro) per claim

All claims will be acknowledged within **thirty (30)** days from receipt of claim. A letter will be sent on any claim that is declined or requires additional information. If claimant sent in incomplete information or has additional information, a rebuttal letter should be sent to the representative who declined the claim or requested additional information. This letter should clearly indicate why the claimant believes claim payment should be reconsidered and/or include any evidence or documentation not previously submitted. Always refer to the assigned claim number when corresponding. Send all correspondence to:

Jahn Transfer
Attn: Claims Dept.
2414 Hemstock Drive
La Crosse, WI 54603

Phone: 608-781-5377
Fax: 608-781-5435
Email: drivingahead@jahntransfer.com

TIME LIMIT FOR INSTITUTING LAWSUITS AGAINST CARRIER:

Lawsuits instituted against carrier shall be instituted no later than two years and one day from the day when carrier gave written notice to claimant that it disallowed its claim or part thereof. When suits are instituted after this time period, carrier shall have no cargo claim liability.

REPLACEMENT SHIPMENT POLICY:

Any freight charge reimbursement in connection with claims will be based on the original freight bill. Any freight bill for a replacement shipment is considered a new freight bill for a new shipment and should be treated as such and paid by debtor. Reimbursement of freight charges or fraction thereof will only be reimbursed to the debtor.

In view of the above, payments of freight charges are expected for all replacement shipments. If a customer makes a second shipment to replace a shipment involved in an over, short or damage situation, the replacement shipment is considered a new and independent shipment. If a customer thinks reimbursement of charges is merited in connection with a replacement shipment, then such should be stated on or amended to the freight claim based on the original freight bill.

Jahn Transfer will fully investigate claims filed for shortage or damage. These claims will be handled based on the individual merits of each. Delivery notations such as "Subject to Inspection" are not delivery notations and these delivery receipts will be considered clear and without exception. Concealed damage claims will not be accepted. It is impossible to prove shipper, consignee or carrier liability.

In the event damage occurs while in possession of Carrier, and repair, etc. is required, claimant must provide carrier with an itemized bill documenting the necessary work. The following compensation will be provided to claimant for cost of repair, etc., which includes reasonable overhead cost. Maximum allowable hourly rate: Professional (Licensed or Certified) \$50.00 per hour with a 10 hour maximum and Non-Professional (All non-licensed or certified) \$20.00 per hour with a 10 hour maximum.

JAHN TRANSFER Specific Exceptions and Methods of Payment:

(a) In all cases of claims filed with Jahn Transfer for shipper or receiver (debtor) of the specific shipments involved has open invoices with Jahn Transfer that are more than 60 days old, Jahn Transfer will offset amounts determined due in such cases against outstanding amounts receivable from shipper or receiver (debtor).

788
Cont

ITEM 789 - LIABILITY LIMITS - ITEMS WITH HIGH RISK

JAHN TRANSFER LIMITS ITS LIABILITY ASSUMPTION FOR SPECIFIC NEW COMMODITIES IDENTIFIED WITH HIGH RISK DUE TO SUSCEPTIBILITY TO THEFT OR DAMAGE THIS ITEM APPLIES ONLY TO NEW COMMODITIES (FOR USED COMMODITIES SEE ITEM 790 OF THIS TARIFF).

In general, commodities which are subject to released or declared value provisions in the National Motor Freight Classification, or any subsequent classification applicable to released valuation rates which are in effect on the date of issuance of a Bill-of-Lading, shall be considered to be released to the lowest released or declared value stated therein, unless a higher value, as provided for in the classifications, is declared on the Bill-of-Lading and a higher rate or additional fee charged as provided for in Jahn Transfers Rules Tariff 100 series or other tariffs, schedules or statements of terms, conditions and/or rules.

Notwithstanding the general rule above and in addition to that rule, the specific commodities listed herein are considered by Jahn Transfer to be released to a maximum value of \$2.00 per pound per piece even if the NMFC has no specific released valuation provisions for them. These commodities, in exception to any provisions in the NMFC or other tariffs or declarations by shippers on Bills-of-Lading shall never move at a valuation higher than \$2.00 per pound per piece. Carrier's maximum liability on these items may be further restricted depending on NMFC Class or Class Exception Rating (See Item 783 of this tariff). Other Items in this tariff may limit carrier's maximum liability further depending on circumstances (see Items 783, 784, 786 and 787).

1.	Air/Water Heating/Cooling Units including, but not limited to, furnaces, air conditioners, hot water heaters, heat exchangers, etc.
2.	Automotive Items (including hoods, truck lids and other body panels, decorative accessories and other aftermarket "kit" items)
3.	Bicycles
4.	Building Materials including, but not limited to, flooring (carpet, hardwood flooring, tile, etc.), any wall-board, windows, doors, siding, gutters, etc.
5.	Cloth/Fabric
6.	Clothing
7.	Dampers, Louvers and Shutters
8.	Electronic Products, Consumer and Office, including Copy Machines, TV sets of conventional CRT Tube construction and size (does not include large screen and HDTV sets prohibited by Item 780 of this tariff), Audio Equipment, etc.
9.	Engines - all types
10.	Fireplaces and fireplace inserts and decorative doors
11.	Flowers, artificial
12.	Footwear
13.	Furniture, office or household, set-up (SU) only. Knocked-down (KD) furniture in packages, boxes or crates is not subject to this item
14.	Generators and Motors
15.	Ladders
16.	Light Fixtures
17.	Lockers
18.	Motorcycles
19.	Motorized Vehicles (shipped in a unauthorized crate -see NMFC item 245) – including but not limited to scooters, motorcycles, ATV, go carts, motor bikes, golf carts, etc.
20.	Novelties
21.	Poles/masts including flagpoles, light poles, sailboat masts, etc.
22.	Power Tools
23.	Recorded Media, CD's, DVD's, Video Games, Video Tapes
24.	Safes
25.	Satellite TV Dishes (Satellite TV Dish Antennas)
26.	Scooters, motorized or non-motorized
27.	Tool Chests/Tool Boxes
28.	Trailer Frames
29.	Wheels and components, Alloy and custom types including, but not limited to, aluminum, wheels, rims, spinners, etc.
30.	Dental, Hospital or Medical Supply Group NMFC 56400

(Continued on next page)

789

<p><i>(Continued from previous page)</i></p> <p>Any and all tenders of above commodities to Jahn Transfer shall imply shipper's knowledge and acceptance that such commodities are considered released to a valuation not to exceed \$2.00 per pound per piece. Carrier's rules tariff containing these provisions is available by request and on Jahn Transfer's website at www.jahntransfer.com</p> <p>Shipper is further advised that when more than one liability limit Item applies to the same shipment, the lowest applicable maximum limit will prevail.</p> <p>SHIPPERS REQUIRING VALUATION LEVELS AT OTHER THAN \$2.00 PER POUND PER PIECE OR A LOWER MAXIMUM IF OTHER LIMITATIONS APPLY ARE INSTRUCTED TO FOLLOW THE INSTRUCTIONS SET FORTH IN ITEM 783.</p>	<p>789 cont.</p>
<p>ITEM 790 - LIABILITY LIMITS - USED, RECONDITIONED, REMANUFACTURED OR REFURBISHED COMMODITIES - INCLUDING BUT NOT LIMITED TO MACHINES/MACHINERY, AUTOMOBILE PARTS, ELECTRICAL/ELECTRONIC EQUIPMENT, VEHICLES AND VEHICLE PARTS, FURNITURE AND HOUSEHOLD GOODS</p> <p>Jahn Transfer will not accept shipments of "used", "reconditioned", "remanufactured" or "refurbished" commodities unless the shipper releases them to a value not exceeding ten (0.10) cents per pound per piece.</p> <p>Definition: 'USED COMMODITIES' - are defined as any commodities with prior use, including but not limited to restored, refurbished and remanufactured commodities as well as factory warranty returns. Also included are any commodities that have been set-up and operated, including any commodity that has been used for the commodity's stated purpose or to demonstrate the performance or merits of a product (as an automobile, x-ray machine, lathe, television) to prospective buyers.</p> <p>(1) Shipments of used machines or machinery must be crated to protect all surfaces and protrusions. Uncrated machinery will not be accepted. If uncrated machinery is inadvertently accepted, carrier shall assume no liability for damage, loss or destruction to the machinery. Shippers are advised of this and instructed to package all shipments in accordance with packaging requirements of the NMFC.</p> <p>(2) Regardless of statements expressed or placed on a Bill-of-Lading by shipper relative to declared value, declared value pricing is not available for used commodities.</p> <p>(3) If a shipment is inadvertently accepted without the declaration of released value, it will be considered released to a value not exceeding ten (10) cents per pound per piece, and charges assessed on that basis. Carrier's liability will be ten (10) cents per pound per piece. This liability limitation is applicable to any shipment or part thereof consisting of "used", "reconditioned" "remanufactured" or "refurbished" commodities. A corrected Bill-of-Lading will not be accepted to change the released value once the shipment has been accepted by the carder.</p> <p>(4) Failure of the shipper to provide an accurate commodity description including the terms "used", "reconditioned", "remanufactured", "refurbished" or 'other than new' shall not alter application of this item. Any article determined to be "used", "reconditioned", "refurbished" or "other than new" shall be subject to the limitations stated herein regardless of the commodity description appearing on the Bill-of-Lading.</p> <p>(5) Commodities to which provisions of this item apply include but are not limited to the following commodities and their components:</p> <ul style="list-style-type: none"> • Machinery Group (NMFC Items 114000 - 133454) • Automobile Parts Group (NMFC Items 17800 -20252) • Electrical Equipment Group (NMFC Items 60500 - 63561) • Vehicles and Vehicle Parts (NMFC Items 188500 - 193100) • Furniture and/or Household Goods <p>SHIPPERS REQUIRING VALUATION LEVELS AT OTHER THAN TEN (10) CENTS PER POUND ARE INSTRUCTED TO FOLLOW THE INSTRUCTIONS SET FORTH IN ITEM 783.</p>	<p>790</p>
<p>ITEM 794 – LITIGATION</p> <p>Any and all legal transactions for or against Jahn Transfer Inc. (JAHL) will be processed in the State court of Wisconsin, County of La Crosse where Jahn Transfer's corporate office resides.</p>	<p>794</p>

ITEM 810 - PROTECTIVE SERVICE AGAINST HEAT OR COLD

Jahn Transfer does not currently offer a protective service from heat or cold. Carrier reserves the right to refuse pick-up of freight that requires protection from heat or cold because of their perishable nature.

810

Carrier will have NO liability if it inadvertently accepts a shipment that requires protection from heat or cold, even if a 'Protect from Heat or Freezing', and/or other instruction are noted on the freight or bill of lading. Shipper accepts full liability when choosing to ship perishable goods that require heat/cold protective service.

Carrier will not be responsible for any damage to shipments if said damage is the result of excessive heat or freezing.

ITEM 820 - RE-CONSIGNMENT OR DIVERSION

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

820

1. DEFINITION OF RECONSIGNMENT OR DIVERSION:

For the purpose of this rule the term "re-consignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

- (a) A change in the name of the consignor or consignee.
- (b) A change in the place of delivery within original destination points.
- (c) A change in the destination point.
- (d) Relinquishment of shipment at point of origin (See Note 5).
- (e) Instructions received by the originating carrier prior to receipt of shipment (See Note 6).

2. CONDITIONS:

- (a) Request for re-consignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reship, return or re-consign a shipment.
- (b) Carrier will make a diligent effort to execute a request for re-consignment, but will not be responsible if such service is not affected.
- (c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before re-consignment will be made.
- (d) Only entire shipments, not portions of shipments may be re-consigned.
- (e) An order for re-consignment of a shipment moving under uniform order bills of lading will not be considered valid, unless and until the original bill of lading is surrendered as canceled, endorsed or exchanged.
- (f) Instruction for re-consignment of COD shipments will be accepted only from the consignor.
- (g) Marking or Tagging (See Note 6)
- (h) Request for re-consignment of "In Bond" shipments will be permitted. However, if requested shipments will be stored (See Item 910) at re-consignment point until such time as the new or revised clearance papers are received by the carrier. Once received, the shipment will be handled to destination.

3. RECONSIGNMENT CHARGES:

Re-consignment as defined in Paragraph 1 will be subject to the following: (See Notes 3 thru 9)

For re-consignment resulting in NO change in original destination point but only the name of the consignor or consignee:

Charge will be: **\$50.00 per Shipment**

For re-consignment resulting in a change in the place of delivery within the original destination service center delivery area, before delivery to original consignee has been attempted by carrier:

Charge will be **\$50.00 per Shipment**

For re-consignment resulting in a change in the place of delivery within the original destination service center delivery area, after delivery to original consignee has been attempted by carrier:

Minimum Re-consignment or Diversion Charge.....**\$50.00**

Per cwt.....**\$5.00**

Maximum Re-consignment or Diversion on Charge.....**\$500.00**

(Continued on next page)

(Continued from previous page)

For re-consignment resulting in a new destination service center delivery area:

820

Charge will be:The original freight bill will be re-rated at the published tariff rates from origin through the point at which it was stopped (or recognized) for re-consignment to the new destination point plus **\$50.00**

cont.

NOTE 1 — Charges from original origin to re-consignment point are in addition to any charges from re-consignment point to final destination point and shall be the responsibility of the original debtor unless Jahn Transfer has received, and agrees, to accept, authorization by another party guaranteeing these charges.

NOTE 2 - Charges also apply for re-consignment to points and places outside of the original destination point provided such areas are:

- (a) Subject to the same line haul rate as the original destination point and;
- (b) Within the following mileages measured from the municipal limits of the original destination points: Original Destination Point is defined as follows: Any point from original destination point which is serviced by the same terminal.
- (c) If any portion of an incorporated municipality falls within the mileages shown, the entire municipality shall be included.

NOTE 3 - Includes points and places other than those defined in Note 2.

NOTE 4 - If the change in destination point is requested and instructions are received in time to effect the requested change at the origin terminal of the originating carrier the charge will be **50.00 per shipment** in addition to the applicable tariff rate from point of origin to new destination.

NOTE 5 - Where a request is made by shipper, before a shipment has left carrier's terminal at point of origin (includes points and places determined by Note 2), for return of a shipment to the original place of shipment or delivery thereof to another carrier to point of origin to relinquish possession thereof to a shipper or to another carrier at carrier's terminal such service is performed will be subject to a charge of **\$5.00 per 100 pounds** with a minimum charge of **\$50.00 per shipment** and a maximum charge of **\$500.00 per shipment** or **\$500.00 per vehicle used**.

NOTE 6 - Upon instructions received by the originating carrier prior to receipt of shipment at point or origin accomplished by a through bill of lading covering the shipment, the carrier will accept the shipment when entered by the party in possession of the shipment, issue a receipt therefor (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. Such shipment will be subject to a charge of **\$50.00 per shipment**.

NOTE 7 - Shipments moving under the provisions of this item which require marking or tagging in order to comply with the provisions of NMFC 100 Item 580 or when carrier is specifically requested to do so by the consignor or consignee will be marked or tagged by the carrier, subject to charges for Marking or Tagging.

NOTE 8 - The provisions governing re-consignment "prior to tender of delivery" will only apply when carrier received the request for re-consignment:

- (a) Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or
- (b) Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery. Thereafter, the provisions governing re-consignment "after tender of delivery" will apply.

NOTE 9 - "When consignor or consignee or its agent elects to accept shipment at carrier's terminal located at re-consignment point, charges will be assessed on the basis of the applicable rate from point of origin to re-consignment point plus a re-consignment charge of **\$5.00 per 100 pounds** subject to a minimum charge of **\$50.00**, and a maximum charge of **\$500.00 per shipment** or **\$500.00 per vehicle used**.

ITEM 830 - RE-DELIVERY

830

- (1) When for whatever reason, consignee cannot or will not accept shipment upon initial attempted delivery; Carrier will redeliver the shipment at a charge of **\$5.00 per CWT**, subject to a **minimum charge of \$50.00 and a maximum charge of \$500.00**. This charge is in addition to all other applicable rates and charges.
- (2) In connection with shipments to private residences, this item will apply only after the carrier has reached agreement with consignee or consignor regarding the date and time (approximate) of delivery of the shipment and the carrier, through the fault of the consignee, is unable to deliver as scheduled (See Note 2).

(Continued on next page)

<p><i>(Continued from previous page)</i></p> <p>GENERAL EXCEPTIONS</p> <p>NOTE 1: This charge will apply to each portion of the shipment tendered or delivered by separate vehicles or on different days as if each portion of the shipment was a separate shipment.</p> <p>NOTE 2: The term "private residence" also includes apartments, churches, schools, camps, and other such locations, and shall apply to the entire premises, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of services, products or merchandise to the walk-in public during normal business hours.</p>	<p>830</p> <p>cont.</p>
<p>ITEM 835 - DOCK PICK-UPS - SHIPMENTS PICKED-UP BY CUSTOMERS AT CARRIER'S TERMINALS/DOCKS</p> <p>Various circumstances occur where customers desire to have Carrier hold freight at its terminals/docks for pick-up by customers. Jahn Transfers policy is to accommodate customers in this regard pursuant to the following rules and conditions:</p> <ol style="list-style-type: none"> (1) When original Bills-of-Lading consign shipments to Carrier's Terminals/docks for pick-up by customers, Jahn Transfer will notify customers of the freight's arrival and availability for pick-up upon its arrival at the destination terminals/docks. (2) Following the "Notification of Arrival" customers must pick-up the freight from carrier's terminals/docks within 24 hours in order to avoid additional charges. (3) If customers pick-up the freight within the 24-hour period following notification, no additional charges will be applicable. (4) If customers fail to pick-up the freight within 24 hours of notification, storage charges will begin to accrue on the freight pursuant to Item 910 of this tariff. (5) When shipments are originally consigned to consignees' residential addresses but, during the process of making delivery arrangements, consignees agree to pick-up freight at Carrier's terminals/docks these same provisions apply (See Item 759). Such arrangements for dock pick-ups are not considered re-consignments and no re-consignment charges are applicable. (6) When shipments are actually re-consigned and customers wish to pick-up the freight at points of re-consignment, they may do so but re-consignment charges are applicable pursuant to Item 820 of this tariff. (7) When freight is picked-up at carrier's terminals/docks for any other reason (e.g., after a failed delivery attempt, consignee location is inaccessible, etc.) the provisions of this item will apply. Such shipments may be subject to storage charges, re-notification charges, redelivery charges and/or other charges for services performed in addition to freight charges due and payable. 	<p>835</p>
<p>ITEM 845 - REFERENCE TO PUBLICATIONS, ITEMS GROUPS, NOTES, RULES, ETC</p> <p>Where reference is made in this tariff to Classifications, Tariffs, Items, Groups, Notes, rules, etc., such references are continuous and include supplements to and successive issues of such Classifications or Tariffs, and also successive issues of such Items, Groups, Notes, Rules, etc.</p>	<p>845</p>
<p>ITEM 850 - RELEASED VALUE PROVISIONS</p> <p>Freight moving under released valuation provisions, via carriers participating in this tariff, will be charged for at the class rate, minimum charge, accessorial charge and rules applicable to traffic not moving under released valuation provisions, providing specific released valuation provisions are not published in tariffs in which the carrier participates unless otherwise agreed to by all carriers in writing.</p>	<p>850</p>
<p>ITEM 860 - RETURN TO ORIGIN OF UNDELIVERED SHIPMENTS</p> <p>Undelivered shipments that are returned to the initial shipper will be subject to applicable rates and charges in effect from the point of return on the date of return.</p>	<p>860</p>
<p>ITEM 880 - SEALING OF TRUCKS</p> <p>Except as otherwise provided in Item 470 (Control and Exclusive Use of Vehicle) or in individual rate items, all Seals or Locks applied to vehicles may be removed at the option of the carrier over whose line such vehicle is moving, for the purpose of adding or transferring freight for better utilization of equipment or for the purpose of inspection of lading, stowing or equipment.</p>	<p>880</p>

<p>ITEM 894 - REPACKAGING FEE AND/OR RE-PALLETIZATION FEE</p> <p>When Shipper (Consignor) tenders freight to Carrier and Carrier deems the freight was insufficiently packaged, Jahn Transfer will re-secure and/or re-shrink wrap the freight at a charge of \$25.00 per handling unit. This charge will also apply when Jahn Transfer has to re-palletize freight. This charge will be in addition to all other applicable charges including Extra Labor Item 560.</p>	894
<p>ITEM 895 - SORTING OR SEGREGATING FREIGHT</p> <p>When requested to sort or segregate a shipment by marks, brands, sizes, flavors or other distinguishing marks, Jahn Transfer shall perform such a service at charge of \$2.00 per CWT subject to a \$75.00 Minimum charge. This charge is in addition to all other applicable rates and charges. In the event of obviously extraordinary requirements in terms of time, other arrangements may be made and additional charges may be applicable.</p>	895
<p>ITEM 896 - SPECIAL SERVICES - QUOTATIONS OF ESTIMATED CHARGES</p> <p>1. When carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on basis of effective published tariff provisions as applies to those facts concerning shipments which are made known to carrier.</p> <p>2. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges, which is not binding either on carrier or shipper.</p> <p>3. All transportation charges on a shipment will be assessed on basis of published tariff provisions legally in effect at time of shipment as applies to commodity shipped and transportation and related services performed in connection therewith.</p>	896
<p>ITEM 897 - SPOT PRICING RULES AND CONDITIONS</p> <p>Definition/Perspective: "Spot Pricing" quotations are generally price quotations that cover one shipment or several shipments moving during a relatively short period of time. They differ from published pricing programs that remain in effect for extended periods of up to a year or more. Spot quotes are provided in response to requests from customers who shop for low prices in the "spot market." The spot market exists because carriers are willing to offer aggressive pricing to attract freight to their low volume and unbalanced traffic lanes. Because carriers' needs change frequently, spot quotes are valid for five business days. A customer that calls for a quote on one day and finds the price very attractive might call a week later and find the carrier no longer offering spot quotes on the lane at that time or maybe quoting a price much different than the price of a week earlier. That's the nature of the spot market. In order to quote the lowest possible prices in this market, carriers normally reduce their bundle of services below that provided at no additional cost under more compensatory pricing programs. For example, a carrier might not offer daily service on a low volume lane. Thus, in connection with offering a low price, he doesn't commit to a fixed transit time. The shipment will move when equipment is available. Customers receive a basic "no-frills" service package for a low price.</p> <p>Rules and Conditions:</p> <ol style="list-style-type: none"> (1) Consignor must write the Quote Number issued by Carrier on the original Bill-of-Lading for the Spot Pricing Quotation/Agreement to apply. If it is not written on the Bill-of-Lading, the quote will not apply and otherwise applicable rates will apply. (2) Carrier's liability shall not exceed \$0.50 per pound per piece subject to a maximum of \$5,000.00 per incident. (3) Prorating: If the actual shipment parameters (weight, pallets, or cube) exceed any of the stated parameters provided by the consignor in obtaining the quote, the additional amount of pallets, weight or trailer space will be prorated at whichever factor has the greatest effect on the charges. For example if consignor is quoted for one pallet, 3,000 pounds but actually ships two pallets 3,500 pounds, the rate quoted will be doubled (two pallets versus one produces the highest prorated charge) and shipment will be rated accordingly. (4) Shipments moving under spot quotes/agreements will move when equipment is available and carrier is not committed to standard or fixed transit times. Transit time is not guaranteed and will depend solely on availability of equipment. (5) Fuel surcharges will be applied at the rates in effect at the time of shipment. (6) Unless otherwise noted in specific quotations/agreements, carrier's normal rules and accessorial charges apply in their entirety. Any special and/or additional services beyond normal transportation services provided under these rules will be charged for at standard prevailing rates provided herein. (7) Spot Pricing Quotations (Quote Numbers) are valid for 5 business days from the date issued and/or shown on any pricing agreement issued. 	897

ITEM 900 - STOPPING OF TRUCKLOAD SHIPMENTS FOR PARTIAL LOADING AND/OR PARTIAL UNLOADING GENERAL APPLICATION**900**

Except as otherwise provided herein, shipments subject to truckload rates and truckload minimum weights, received from one shipper at one point at one time for one consignee at one destination and covered by one Bill of Lading, may be stopped for partial loading and/or partial unloading, subject to the following provisions:

1. STOP-OFFS PERMITTED:

- A. After initial pickup stop at origin and prior to final delivery stop at destination, a shipment may be stopped for the purpose of picking up or delivering component parts of a single shipment at origin, at points enroute to destination, or at destination.
- B. Pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or intermediate stop-off points within the continuous plant property or premises of the party receiving the service provided the pickup or delivery sites are not intersected by more than one public thoroughfare. A vehicle transfer charge of **\$100.00** will be assessed for each transfer of a vehicle from one loading or unloading site to another. Pickup or delivery service between loading or unloading site separated by more than one public thoroughfare will be governed by other stop off provisions in this term.

2. LIMITATIONS:

- A. Except as provided in Paragraph 1 B. each stop-off is limited to one placement of the truck in accordance with Item 750 (Pickup or Delivery Service).
- B. Stop-offs for partial loading or partial unloading will not be permitted on shipments moving "COD", "In Bond".
- C. The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited
- D. All the component parts of a shipment must be loaded and in transit before any stop is made for partial unloading.

3. STOP-OFF CHARGES:

- A. Except as provided in Paragraph 1B each stop for either partial loading or partial unloading, but not both on the same shipment, will be subject to a stop-off charge of **\$100.00** per stop excluding the stops for initial pick-up and final delivery.

4. FAILURE TO DELIVER STOP-OFF FREIGHT:

When Bill of Lading requires stop-off to unload a component part of the shipment and carrier is unable during business hours to effect delivery of such freight at the point of place of stop-off, that undelivered portion of such shipment shall then be subject to rules and regulations governing unclaimed freight, storage and redelivery of freight, to the extent that such services are applicable.

5. MARKING OR TAGGING SHIPMENTS:

Except where shipment consists of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by shipper in such manner that each lot of freight intended for delivery at a particular point or place of stop-off will be readily distinguishable from all other freight in the shipment.

6. STOP-OFF HANDLED IN SEPARATE VEHICLES:

For carrier's convenience, any portion of the shipment may be picked up, transported, or delivered, in separate trucks and all portions of the shipment need not be transported through the stop-off point.

7. SHIPPING INSTRUCTIONS

- a. Arrangements for any stop-off service provided in this item must be made with the carrier before shipment, or any portion thereof, is tendered for transportation.
- b. The entire portion of shipment to be picked up must be available for pickup at time of tender.
- c. The shipper must tender the part lots in the order required by the carrier.
- d. 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.
- e. The Bill of Lading shall designate the following:
 - 1. Stop-off point or points and places
 - 2. The weight, quantities, marking and description of commodities 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 or place stop-off.

<p>ITEM 910 - STORAGE</p> <p>Freight held in carrier's possession by reason of an act or omission of the shipper, consignee, or owner or for custom clearance or inspection, and through no fault of the carrier, will be considered stored immediately, and will be subject to the following provisions:</p> <p>(1) Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M. the day after freight is received by the carrier.</p> <p>(2) Storage charges on undelivered freight will begin at 7:00 A.M. on the first business day after notice of arrival has been given, as provided In Item 345, except no charges under this item will be made when actual tender of delivery is made within the next business day after such notice of arrival has been given, nor on the date the shipment is actually delivered. The term "first business day" means Monday through Friday, excluding Saturdays, Sundays, and Holidays.</p> <p>(3) Although storage charges will begin on the first business day after notice of arrival, once charges have been accruing all subsequent time, including Saturdays, Sundays, and Holidays, will be applied when calculating charges.</p> <p>(4) When the carrier has been given instructions at the time of shipment (such notation on the bill of lading, shipping label, or container) or prior to giving notice of arrival that the consignee will not accept freight on the date that freight is set to deliver, storage charges will begin accruing at 7:00 A.M. the first business day of arrival at the carrier's delivering terminal.</p> <p>(5) Freight stored in Carrier's possession will be assessed a daily charge of \$2.00 per 100 lbs., subject to a minimum daily charge of \$25.00 and a maximum daily charge of \$200.00 or fraction thereof per shipment.</p> <p>(6) Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action by consignee, consignor or owner. Charges will not apply after 7:00 A. M. on the day the freight is delivered or transported.</p> <p>(7) When storage is being provided for a shipment, liability will be covered at \$0.10 per pound per piece in the event of loss or damage to any shipment.</p>	910
<p>ITEM 962 - CROSS-DOCK CHARGE - TERMINAL HANDLING CHARGE</p> <p>When carrier receives a shipment or shipments from an interline carrier Or agent at carrier's terminal and customer or another carrier picks up the shipment or shipments at the same terminal a charge of \$2.00 per hundred weight, subject to a minimum charge of \$20.00 per shipment, will be assessed. This is in addition to all other applicable charges. To clarify, this is a "cross-dock" charge for shipments for which carrier does not perform any other services; i.e., no pick-up, no linehaul, etc.</p>	962
<p>ITEM 985 - VEHICLE FURNISHED BUT NOT USED</p> <p>When carrier upon receipt of a request to pick up a <u>truckload or volume shipment</u> (20,000# or more) or to furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, vehicle is not used, a charge of \$100.00 per day or fraction thereof, per vehicle, will be assessed against the consignor making such request. Accrual of these charges will terminate when carrier is notified that vehicle will not be used.</p>	985
<p>ITEM 987- TRAILER DISPATCHED BUT NO FREIGHT TENDERED</p> <p>When carrier upon receipt of a request to pick-up an <u>LTL shipment</u> has dispatched a trailer or straight truck (vehicle) for such purpose and due to no disability, fault or negligence on the part of the carrier, no freight is tendered (for whatever reason), a charge of \$35.00 will be assessed against the party making such request.</p>	987
<p>ITEM 988 - PALLET PROGRAMS</p> <p>This program applies only to customers who have a current pricing agreement with Jahn Transfer detailing a specific pallet program. (Customers refer to your current Pricing Agreement for details).</p> <ol style="list-style-type: none"> 1) Pallet rates will not be quoted to customers not having a Pallet Program Pricing Agreement. 2) For the purposes of this program, "Pallet" will be defined as any type of handling unit which has been designed to be handled by a standard forklift. Freight must be enclosed in protective packaging and secured to the pallet. 3) Pallet rates apply to pallets not exceeding 48"(L) x 48"(W) x 52"(H) in any dimension. If pallet exceeds 48"(L) x 48"(W) x 52"(H), pallet will be billed according to the additional space occupied on the trailer. (Refer to your current Pricing Agreement for any exceptions). 4) Actual pallet count must be noted on the Bill of Lading in the left hand column instead of the total loose pieces. The actual piece count can be written elsewhere on the Bill of Lading. 5) Maximum pallet weight is detailed in your current pricing agreement, with all limitations outlined in the individual Pricing Agreement. <i>(Continued on next page)</i> 	988

<p><i>(Continued from previous page)</i></p> <ol style="list-style-type: none"> 6) Carrier's liability for cargo loss and damage on pallet rate pricing. (See item 783 in Jahn 190 Rules tariff, (not to exceed .50 cents per pound). 7) Pallet rated shipments will be subject to all rules and accessorial charges contained in Jahn 190 rules tariff (including, but not limited to, cod Fees, inside delivery, lift gate charges, fuel surcharge, appointment, etc.) 8) Pallet rates and charges apply to outbound prepaid, inbound collect and third party shipments for which the accredited participant (that has a current Jahn Transfer Pricing Agreement) is responsible for the freight charges. Pallet Rates and charges apply between Jahn direct service points. Pallet program does not apply to outbound collect shipments or blind shipments. (Unless otherwise referred to in your current Jahn Transfer Pricing agreement). 	988 cont.
<p>ITEM 992 - WEIGHING OR RE-WEIGHING</p> <ol style="list-style-type: none"> 1) Carrier will verify the weight of any shipment, or weigh trailer loaded and empty on request of either the shipper or consignee. 2) If the weight verification or weighing loaded and empty takes place within the plant confines of shipper or consignee the charge will be \$30.00, and time spent will be counted as part of the 30 minute free time allowed for loading or unloading. Any time in addition to the 30 minutes will be charged \$30.00 for every 15 minutes. 3) If the weight verification or weighing loaded and empty is designated to take place at a location other than Paragraph 2 the charge will be 200 cents per mile for the miles in excess of the miles from origin point to destination point of shipment, plus \$50.00. 4) When Jahn Transfer is requested to re-weigh a shipment and/or provide a certified scale ticket as a pre-requisite to payment of freight charges, Jahn Transfer will provide such services at a charge of \$25.00, subject to reasonable availability of a public scale. 5) This charge is to be paid by the party requesting the service. 	992
<p>ITEM 993 -- WEIGHT AND INSPECTION PROCEDURES AND ADJUSTMENTS</p> <p>In accordance with standard industry practice and pursuant to proper bill-of lading requirements; shipment weights, commodity descriptions, and freight classifications are to be correct and must accurately reflect the shipments product and handling characteristics. Carrier maintains the right to inspect all freight it is tendered and may adjust shipment weight and/or classification to insure that carrier invoices are based on accurate freight characteristics.</p> <p>NO ADDITIONAL FEE will be charged when freight characteristics are determined to be incorrect and changed via the inspection process. However, carrier will make the necessary changes to weight and class and ANY applicable increase in freight charges WILL be added to the invoice and billed accordingly.</p> <p>Carrier will perform necessary inspections to ensure proper shipment characteristics are utilized for invoicing purposes. When changes are deemed necessary, carrier will document such changes on the invoice and will provide weight or class change certifications as support.</p> <ul style="list-style-type: none"> • Weight corrections will be made when the actual weight is determined to be greater than the weight stated on the shipper bill-of-lading. 	993
<p>ITEM 995 - WEIGHTS - GROSS WEIGHTS AND DUNNAGE</p> <ol style="list-style-type: none"> (1) Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used. Gross weights include the weights of any pallets, platforms, racks, skids or other materials constituting a shipping carrier, container or package. Gross weights also include materials not parts of these items used to protect or secure shipments (See (3) below). (2) Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, Dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, when required to protect or make shipments subject to other than LTL or AQ classes or rates secure for transportation, must be furnished and installed by the shipper, except that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions: <ol style="list-style-type: none"> (a) When the carrier furnishes materials, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment. (b) The labor charge for installation of shipper or carrier furnished material will be at the rate of \$40.00 per hour or fraction thereof, for each worker. (3) When material, not a part of the pallets, platforms, racks, shipping carriers, containers or packages, NOI or skids, is used to protect top of lading, or to secure the load to the pallet, platform, racks, shipping carriers, containers or packages, NOI or skids, such weight shall be included in the gross weight. 	995

ITEM 996 -- DETERMINATION OF FREIGHT CLASSES FOR RATING PURPOSES

996

In accordance with standard industry practice and pursuant to proper bill-of-lading requirements; shipment weights, commodity descriptions, and freight classifications are to be correct and must accurately reflect the shipments product and handling characteristics. Carrier maintains the right to inspect all freight it is tendered and may adjust shipment classification to insure that carrier invoices are based on accurate freight' characteristics.

Carrier will perform necessary inspections to ensure proper shipment characteristics are utilized for invoicing purposes. When charges are deemed necessary, Carrier will document such changes on the invoice and/or will provide class change certifications as support.

For the purpose of rating, carrier will utilize freight classes provided by the shipper on the bill-of lading. However, when inspection of a shipment reveals material inaccuracies between information contained on the bill-of-lading and actual shipment characteristics including but not limited to incorrect weight, missing/incomplete commodity descriptions, and/or oversized packaging, Carrier will modify the classification of the shipment to properly reflect actual shipment characteristics.

When Class modification is necessary due to shipment inspection, carrier will employ procedures below to determine appropriate classification for rating purposes based on a shipment's density. Classification determined under this procedure will be applied in lieu of classification determined under the national Motor Freight Classification STB NMF 100 Series. The following table has been adapted from the NMFC Commodity classification Standards Board Density guidelines.

- Density (pounds per cubic feet) will be determined by dividing a shipments weight (including all packaging and pallets) by its total cube (length x width x height).
- Calculated shipment density will be reviewed against the table below to determine the appropriate corresponding freight class for shipment rating purposes.
- Class corrections will be made when the actual class of a shipment is determined to be higher than 2 classes from the class stated on the shipper bill-of-lading. For example, stated class 50 and density class 55 and 60 will be considered class 50 for rating purposes while stated class 50 and density class 65 will be considered class 65 for rating purposes

Minimum Average Density (in pounds per cubic foot)	Class
50 pcf or greater	50
35 pcf but less than 50 pcf	55
30 pcf but less than 35 pcf	60
22.5 pcf but less than 30 pcf	65
15 pcf but less than 22.5 pcf	70
13.5 pcf but less than 15 pcf	77.5
12 pcf but less than 13.5 pcf	85
10.5 pcf but less than 12 pcf	92.5
9 pcf but less than 10.5 pcf	100
8 pcf but less than 9 pcf	110
7 pcf but less than 8 pcf	125
6 pcf but less than 7 pcf	150
5 pcf but less than 6 pcf	175
4 pcf but less than 5 pcf	200
3 pcf but less than 4 pcf	250
2 pcf but less than 3 pcf	300
1 pcf but less than 2 pcf	400
Less than 1 pcf	500

EXPLANATIONS OF ABBREVIATIONS AND REFERENCE MARKS

Abbreviation or Reference Mark	Explanation
&	And
AQ	Any Quantity
ATA	American Trucking Association, Inc. Agent Washington, DC
COD	Collect on Delivery
Cont	Continued
CWT	100 Pounds
I/S	Iron or Steel
HGB 100	Mileage guide by Rand McNally
KD	Knocked Down
KDF	Knocked Down Flat
J AHL	Jahn Transfer Inc.
JTI	Jahn Transfer Inc.
LTL	Less-Than-Truckload
MF	Motor Freight
NMFC	National Motor Freight Classification -STB NMF 100 Series
NMF or NMFTA	National Motor Freight Traffic Association Inc., Agent, Washington, DC
NO	Number
NOI	"NOI" (meaning "not more specifically described herein") as used in this tariff in connection with articles or commodities, includes only articles or commodities that are embraced by the same NOI description in the governing tariff -the National Motor Freight Classification (STB NMF 100 series)
O/T	Other Than
PCF	Per Cubic Foot
Sec	Section
STB	Surface Transportation Board
SU	Set-up
TL	Truckload
Viz	Namely
VOL	Volume
+	Addition
(A)	Increase
(B)	Increase and Reduction
(C)	Change which results in neither increases nor reductions in charges
(R)	Reduction

Continue to Fuel Surcharge Supplement

SUPPLEMENT 4 TO TARIFF JAHN 190

ITEM 575

575

FUEL SURCHARGE APPLICATION OF SURCHARGE (See NOTES A, B and C)

All charges for line haul transportation resulting from rates and/or charges, named in this tariff or contracts or other tariffs subject to this tariff, are hereby or will on their effective dates be increased as provided below, for the period this supplement is in effect.

In applying the provisions of this item, first determine the applicable line haul charge including all applicable increases and/or discounts, if any. The line haul charge so determined will be further subject to the surcharge provided herein.

The net line haul charge will be subject to a fuel surcharge as provided below. The amount of the fuel surcharge will be determined by the U.S. National Average On-Highway Diesel Price as provided by the Energy Information Administration of the U.S. Department of Energy (D.O.E.).

The current On-Highway Diesel Price may be obtained by calling 1-202-586-6966 (24 hours per day) or on the Internet at:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.ae>.

The U.S. National Average On-Highway Diesel Price announced each Monday will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the succeeding WEDNESDAY based on the above referenced U.S. D.O.E. On-Highway Diesel Price. EXAMPLE: D.O.E. U.S. National Average On-Highway Diesel Price announced on MONDAY, 2-23-2015, will be used to determine the Fuel Surcharge which will become effective on WEDNESDAY, 2-25-2015.

WHEN THE D.O.E. U.S. NATIONAL AVERAGE ON-HIGHWAY DIESEL PRICE IS:				THE FUEL SURCHARGE WILL BE: (See NOTE D)			
AT LEAST		BUT LESS THAN		•LESS THAN 20,000 LBS.		.20,000 LBS. OR MORE	
150	cents	155	cents	10.00%		31.00%	
155	cents	160	cents	10.50%		31.50%	
160	cents	165	cents	11.00%		32.00%	
165	cents	170	cents	11.50%		32.50%	
170	cents	175	cents	12.00%		33.00%	
175	cents	180	cents	12.50%		33.50%	
180	cents	185	cents	13.00%		34.00%	
185	cents	190	cents	13.50%		34.50%	
190	cents	195	cents	14.00%		35.00%	
195	cents	200	cents	14.50%		35.50%	
200	cents	205	cents	15.00%		36.00%	
205	cents	210	cents	15.50%		36.50%	
210	cents	215	cents	16.00%		37.00%	
215	cents	220	cents	16.50%		37.50%	
220	cents	225	cents	17.00%		38.00%	
225	cents	230	cents	17.50%		38.50%	
230	cents	235	cents	18.00%		39.00%	
235	cents	240	cents	18.50%		39.50%	
240	cents	245	cents	19.00%		40.00%	
245	cents	250	cents	19.50%		40.50%	
250	cents	255	cents	20.00%		41.00%	
255	cents	260	cents	20.50%		41.50%	
260	cents	265	cents	21.00%		42.00%	
265	cents	270	cents	21.50%		42.50%	
270	cents	275	cents	22.00%		43.00%	
275	cents	280	cents	22.50%		43.50%	

280	cents	285	cents	23.00%		44.00%	
285	cents	290	cents	23.50%		44.50%	
290	cents	295	cents	24.00%		45.00%	
295	cents	300	cents	24.50%		45.50%	
300	cents	305	cents	25.00%		46.00%	
305	cents	310	cents	25.50%		46.50%	
310	cents	315	cents	26.00%		47.00%	
315	cents	320	cents	26.50%		47.50%	
320	cents	325	cents	27.00%		48.00%	
325	cents	330	cents	27.50%		48.50%	
330	cents	335	cents	28.00%		49.00%	
335	cents	340	cents	28.50%		49.50%	
340	cents	345	cents	29.00%		50.00%	
345	cents	350	cents	29.50%		50.50%	
350	cents	355	cents	30.00%		51.00%	
355	cents	360	cents	30.50%		51.50%	
360	cents	365	cents	31.00%		52.00%	
365	cents			See NOTE -	E	See NOTE -	E

NOTE - A Fractions of less than one-half cent will be dropped; fractions of one-half cent or greater will be increased to the next whole cent.

NOTE - B The proceeds from this fuel related increase(s) will be passed along to the individuals or entities actually bearing the burden of the increased fuel costs.

NOTE - C The term "LINE HAULCHARGES" referred to herein applies to all charges other than accessorial charges.

NOTE - D Subject to a minimum surcharge of \$0.95 per shipment.

NOTE - E In the event the price per gallon for fuel should equal or exceed 365 cents per gallon, then the fuel surcharge would be increased 0.50% for each incremental increase of 5 cents per gallon, beginning at 365 cents per gallon.

EXAMPLES: When the fuel price is at least 365 cents per gallon, but less than 370 cents, the fuel surcharge will be 31.50% - LTL and 52.50% - TL. When the fuel price is at least 370 cents per gallon, but less than 375 cents, the fuel surcharge will be 32.00% LTL and 53.00% - TL. Etc.