

**De Mase Trucking Company, Inc
and
De Mase Warehouse Systems, Inc**

**RULES CIRCULAR SETTING FORTH
CARRIER'S SERVICE TERMS AND CONDITIONS FOR**

Naming

RULES, REGULATIONS, RATES AND CHARGES

Which Apply On
FREIGHT OF ALL KINDS

TO AND FROM ALL POINTS WITHIN NORTH AMERICA

**THIS RULES CIRCULAR APPLIES ON INTRASTATE, INTERSTATE, AND
CANADA SHIPMENTS**

The provisions herein comply with requirements for carriers under 49 USC, Section 13703, Section 14706, Section 13703 (f)(1)(A), Section 13710, Section 13707 (b)(1), 49 CFR 377.203 and will not result in an effect on the quality of the human environment.

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INTRODUCTION AND SCOPE

DeMase Trucking Company Inc and DeMase Warehouse Systems Inc, hereafter referred to simply as “DeMase” is a carrier and broker which provides transportation, storage, and rigging and other support services for “independent” businesses and companies that provide movement of freight services in North America. DeMase are Subchapter S corporations registered and incorporated with the Secretary of State in New Jersey with its principal place of business at 2 Jerome Ave, Lyndhurst, NJ 07071.

DeMase provides carrier services direct to shippers under its issued Bills of Lading Movement of Freight Contracts and its Rules Circular setting forth its Terms & Conditions for rigging, hauling and transporting freight. All provisions of this Rules Circular apply unless replaced, substituted or waived in writing by the carrier. Credit is extended to shippers under 49 CFR 377.203 whose statutory is 49 USC 13707 (b)(1).

This Rules Circular serves as the Terms and Conditions of providing freight forwarding and carrier transport under industry standards and has been created in accordance with 49 USC 13703 and 49 USC 13710.

DeMase Trucking & Rigging Standard Terms & Conditions, and the Standard Terms & Conditions for General Warehousing are incorporated into this Rules Circular as part of the Terms & Conditions for freight forwarding, carrier transport and storage charges.

This Rules Circular is available upon written request to DeMase or is accessible at www.demase.com.

SECTION 100
RULES AND GENERAL PROVISIONS

Item 101 – DEFINITIONS

- (A) “Carrier” means as a for hire motor carrier as identified on the title page of this Rules Circular.
- (B) A “Shipment” is a tender of freight received from one consignor, at one time, at one place, destined to one consignee at one location, and covered by one bill of lading. The bill of lading is the movement of freight contract aka Uniform Straight Bill of Lading.
- (C) “Spot rate” shall mean a rate agreed upon by only Shipper and Carrier as applicable to a single shipment or, if in writing, a limited number of shipments representing a continuous number of shipments arranged at a single time with a single offer and a single acceptance.
- (D) “Terminal Area” means all pick-up and delivery points within the same incorporated area or within one (1) mile of the post office for unincorporated areas.
- (E) Except as otherwise specifically provided, a “base rate” means the chargeable line haul that all modifiers will apply. The fuel surcharge will be based on the modified line haul.
- (F) Except as otherwise specifically provided, “fuel consumption” is the act of burning fuel at any point during a shipment or service provided by the Carrier. This includes fuel consumption by truck type, winch, gin pole, passenger vehicles, Escort vehicles, and fork lifts.
- (G) A shipper and shippers are defined as stated under 49 USC Section 13102 (13)(A)(B)(C)(D), and as referenced as “shippers” within 49 CFR 377.203. Shippers are consignors (party of origin), consignees (party of destination), consignors and consignees on the face of the bill of lading, the owner of the goods being transported, the party that agrees to pay extended credit freight charges, the owner, bailee, lessee of property shipped used to further commercial enterprise. As shipper means shippers and shippers mean shipper; singular means plural and plural means singular pursuant to 1 USC 1.
- (H) Drivers have no decision making authority as to the Terms & Conditions of transporting freight. Drivers’ actions are not binding upon the Carrier.
- (I) Independent brokers, agents, freight arrangers, owner/operator drivers and drivers do not represent the Carrier and cannot bind the carrier to any agreements.

Item 102 – BILLS OF LADING AND “BILLS”

This Rules Circular Terms and Conditions applies to the carriers bill of lading. Bills of lading

and "bills" constitute the movement of freight contract between the carrier and shippers which includes but is not limited to the consignor, consignee, beneficiary owners and bill to parties as described 49 USC Section 13102 (13)(A)(B)(C)(D). Shippers are the consignor or consignee on the face of the bill of lading or who owns the goods being transported or the party that pays for transportation charges. A consignee means the party named in the bill of lading where the goods are to be delivered also known as the party of destination. The consignor means the party named in a bill of lading from whom the goods have been received for shipment also known as the party of origin. Notwithstanding the use of any other bill of lading or shipping document, drivers are not authorized to bind Carrier to non-conforming bills of lading that include Bills of Lading or Receipts not issued by the carrier. Any bills of lading received by a driver with alternative terms and conditions will serve as receipts for the shipment only. When shipments are picked up and delivered at a Shipper's request and Shippers or their agents are not present to sign the bill of lading, the transportation of the shipment will be subject to Carrier's bill of lading and its Rules Circular. Brokers, freight arrangers, agents, and independent terminal operators are representatives of the shippers of the Bill of Lading contract. Such parties do not represent the carrier.

Item 105 – STANDARD BILLS OF LADING AND RULES CIRCULAR TERMS AND CONDITIONS

1. (a) The Carrier or the party in possession of any of the property described in the carrier's Bill of Lading shall be liable for driver collision caused damages, to the limits as set forth and not liable for property as subsequently stated in this Section.

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

(c) Unless otherwise stated on the carrier's Bill of Lading, all shipments are "shipper weight load and count" where shippers are liable for all freight damages except driver caused collisions verified by a traffic accident report filed by enforcement authorities or failure of driver to deliver a picked-up load.

2. Carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, Carrier may forward a shipment via another carrier. Carrier does not agree to stipulate late delivery damages under any circumstances unless by a private carriage contract pursuant to 49 USC 14101 (b).

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

(b) Damage claims are barred unless filed in writing with proof of delivery to the carrier within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export).

(c) Suits for loss, damage, injury or delay shall be instituted against any Carrier no later than two years and one day from the day when written notice is given by the Carrier to the

claimant that the Carrier has disallowed the damage claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no Carrier shall be liable, and such claims will not be paid. All freight invoices must be paid in full without offset or party forfeits relief as indicated above.

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

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

(b) If the Carrier does not receive disposition instructions within 48 hours of the time of Carrier's attempted first notification, Carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if Carrier does not receive disposition instructions within 10 days of that notification, Carrier may offer the shipment for sale at a public auction and the Carrier has the right to offer the shipment for sale. The amount of sale will be applied to the Carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

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

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

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

(b) No Carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published

classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

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

7. (a) Shippers are jointly and severally liable for the freight charges and other lawful charges accruing on the shipment, as billed or corrected. Shippers assume joint and several liability for transportation charges which are incurred by allowing the carrier to take possession of property at point of origin. Shippers shall remain liable and must pay invoices as billed even if there has been an erroneous determination of the freight charges. See Item 450 for the invoice billing dispute procedure.

(b) Pursuant to 49 USC 14706, 49 CFR 377.203, 49 CFR 1035.1, 49 CFR 373.101, the carrier issues the Bills of Lading/Receipts. A driver cannot bind the carrier to shippers Bills of Lading or Section 7 provisions.

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

8. If any bill of lading is issued on the order of Shippers, or its agents in substitution for the carrier's bill of lading, the carrier's Bill of Lading and this Rules Circular Terms & Conditions supersedes and prevails. The shipper issued Bill of Lading will only serve as a manifest and proof of pickup and delivery and is nonconforming and void in all other aspects.

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

10. The bill of lading is the prevailing movement of freight contract that binds the carrier and all other shippers as defined at Item 101 (G) pursuant to 49 USC 80101-80116 unless a substituted contract and provisions thereof conflict with an issued bill of lading and then the contract provisions described under 49 USC, Section 14101 prevails.

11. Unless both the shipper and carrier sign both a waiver and contract with said contract stating it replaces the bill of lading as specified under 49 USC, Section 14101, then no other act either orally or in writing may substitute for the carrier's bill of lading.

Item 110 – APPLICATION OF RULES CIRCULAR

(A) The provisions of this Rules Circular shall apply to all transportation services provided by Carrier in interstate, intrastate, intra-provincial, or extra-provincial commerce between points in North America, except that the provisions shall not apply to any service provided in Mexico.

(B) Each provision of this Rules Circular shall apply to each Receipt or transportation agreement entered into by Carrier unless expressly waived in a signed, written carriage contract

agreement acknowledged by all shippers and carrier pursuant to 49 USC 14101 (b)(1). The onus is upon all shippers to search out and request a copy of the carrier's binding Rules Circular prior to employing the carrier.

(C) If there is a conflict between this Rules Circular, as amended, and the terms and conditions of any other bill of lading, manifest, label or other transit documentation, the terms and conditions of the carrier's Bill of Lading and this Rules Circular shall govern. Only the carrier issues the Bill of Lading/Receipts pursuant to 49 USC 14706 and 49 CFR 373.101. All other issued Bills of Lading are non-conforming.

Item 120 – RATES AND SCHEDULES

The rules herein are applicable to all shipments transported by Carrier unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b) and as stated under Item 105, No. 11. The rules set forth in this Rules Circular shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. The rules set forth in this Rules Circular shall apply to all shipments handled by Carrier regardless of the origin or destination. Rates, Schedules, Accessorial and all other charges are subject to change without notice. Written quotes are available, prior to load pickup in accordance with 49 USC Section 13710. Shippers or shippers' agents or shippers' brokers or independent terminal operators are responsible for securing such written quotes on behalf of shippers prior to dispatch. See Item 123 as to the written quote procedure.

Item 123 – QUOTES OF TRANSPORT RATES, EQUIPMENT RATES/CHARGES AND ACCESSORIAL CHARGES

(A) Obtaining written quotes of all Rates and all charges including Accessorial Charges which are subject to change without notice are the sole responsibility of the shippers and the shippers' freight arranger that may include an independent broker, freight arranger agent or independent terminal operators. In order to contest a quote, a written quote request by a shipper to a carrier is required. All invoiced charges must be paid as billed without offset. Also a shipper, can be multiple entities, as defined by shippers under Item 101(G), who must act timely in accordance with Items 123 and 450 or are statutorily barred from relief pursuant to 49 USC 13710 (a)(3)(B).

(B) Shippers or shippers' agents must specify in its dated written quote request to the carrier as explained under Item 450 as to each specific load and each Accessorial Charge it seeks to be quoted. Quotes are piecemeal and not all inclusive. Shippers understand that some freight industry Accessorial Charges vary daily and quotes of Accessorial Charges such as surcharges are only best estimates. Quotes are for only ship dates provided by shipper. All rates and Accessorial Charges are not quoted unless requested in writing by the shippers. Unless shippers ask for rates and Accessorial Charges in the dated written quote requests from the shippers then shippers must pay the billed freight invoices without offset or contest.

(C) Unless Items 123 (A)(B) are fulfilled explicitly and written dated quotes are obtained as stated under Item 450 then shippers are barred from relief. The contesting of invoices requires written quotes as outlined in Item 450.

(D) All inclusive quotes or quotes associated with time-sensitive penalties require separate agreements signed, dated and acknowledged by authorizing shipper and carrier prior to load pickup and in keeping with 49 USC, Section 14101 that includes the appropriate waivers.

Item 125 – TERRITORIAL SCOPE

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) to operate as

a carrier and a common carrier, by motor vehicle, in interstate or foreign commerce and in intrastate commerce, over irregular routes, transporting:

General Commodities (except Hazardous Waste and Household Goods) between points within the U.S., Canada and Mexico

Carrier is also authorized and holds intrastate and extra-provincial and intra-provincial certificates of authority in various states in the United States and provinces in Canada.

Item 130 – COMMODITY LIMITATIONS

Carrier does not hold out to transport: household goods or personal effects owned by individual(s); accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, railroad and other tickets, bullion, money, currency, notes, securities, negotiable instruments, jewelry and precious stones, paintings, statuary or other works of art, live plants, or unlawful goods and/or contraband; gold, silver, platinum and any other precious metal or any alloy thereof, however, precious metals that are part of industrial or data processing equipment and machines are permitted; live animals or live plants; any goods and/or merchandise to be shipped subject to a temperature controlled or atmospheric controlled environment.

Item 135 – HAZARDOUS MATERIALS PROVISION

Not applicable

Item 140 – INTERMODAL SHIPMENTS

- (A) Carrier does participate in the Uniform Intermodal Interchange Agreement (UIIA).
- (B) Shipping containers are owned and managed by Maritime carriers who impose monetary penalties if not returned by the carrier prior to the return deadline date. It is the shipper's responsibility to notify the carrier in writing of the container pickup date and time. Shippers are responsible to reimburse the carrier for demurrage and other penalty charges assessed to the carrier.

Item 145 – IMPORT AND EXPORT FREIGHT

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

Item 150 – IMPRACTICAL OPERATIONS

Nothing in this Rules Circular shall require the Carrier to perform pick-up or delivery service at any location from or to which it is impracticable at Carrier's or driver's discretion, through no fault or neglect of the Carrier to operate vehicles because of:

- (A) The condition of roads, streets, driveways, or alleys;

- (B) Inadequate loading or unloading facilities; or
- (C) Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.

Item 160 – GOVERNING PUBLICATIONS

This Rules Circular and the carrier's Terms & Conditions are not required to be "published" under 49 USC Section 13703 and fulfills "Industry Standards" whereby this Rules Circular is made available upon any shippers request. Should the carrier choose to "publish" its Rules Circular in the carrier's webpages this satisfies "publishing" under 49 USC 13703 (f)(1)(A) and satisfies "making it available upon a shipper's request" pursuant to 49 USC 13710 (a)(1) and 49 USC 14706.

Item 175 - LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE

Rates do not include the services of loading and/or unloading shipments requiring driver assistance, or the use of lift equipment, or when the Carrier must disconnect the trailer to perform these services. Charges are applicable as Accessorial Charges if a Shipper without prior written notice and with acceptance by Carrier, requests lift equipment to perform the loading and/or unloading service. Unless otherwise noted on the bill of lading, all loading and unloading is according to "shipper weight load and count". Driver is not liable for any loading or unloading shipments. The carrier is not liable for load shift damages.

SECTION 200 **CLAIMS LIABILITY AND LIMITATIONS**

Item 201 - LIMITATION OF CARRIER LIABILITY

Carrier's liability for cargo loss, damage and delay shall be governed by the Carmack Amendment as currently codified at 49 U.S.C. § 14706 and as amended from time to time. Carmack liability shall apply regardless of whether transported commodities are exempt or moving in intrastate commerce.

- (A) Carrier's liability is restricted only to driver caused collisions evidenced by a traffic report filed by the appropriate state law enforcement authorities or failure to deliver property after load pickup. Such liability is restricted to dollar limit coverage (see Item 215 which applies).
- (B) Shippers are liable for all damages except as stated in (A) above.

Item 205 - PACKING OR PACKAGING – SHORTAGE

Carrier will not be responsible for shortage or damages on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. Carrier is not responsible for improper packaging, loading, load shift and in transit resulting damages.

Item 210 - SPECIAL AND CONSEQUENTIAL DAMAGES

- (A) Carrier shall not be liable for special, incidental, indirect or consequential damages (including without limitation, lost profits or business opportunity), or punitive and exemplary

damages incurred or suffered by a Shipper as a result of shortage, damage or delay regardless of whether Carrier was aware of the possibility or the cause of such damages.

(B) Unless arranged or agreed upon in writing prior to shipment by separate acknowledgements between carriers and shippers pursuant to 49 USC 14101 (b)(1), Carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch, as defined in common law.

Item 215 - RELEASED VALUATION

Unless otherwise agreed in writing, all shipments are subject to a maximum cargo liability. Shippers are responsible for inquiring with carrier prior to transport of each load as to insurable limits, insurance, conditions and disclaimers. Shippers are responsible for acquiring insurance to cover all risks beyond Carrier's maximum liability.

Item 220 - ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher release values. Any such alternative rate shall be reflected by the insertion of the higher release value and specially assigned identification number on the bill of lading at the time of pick-up.

Item 225 - INADVERTENCE CLAUSE

Prior to authorizing pickup Shippers are obligated to obtain carrier's maximum liability allowance as to the value of a shipment. Shippers understand the shipment, if transported, is subject to the maximum liability stated in writing by the carrier available upon written request by a shipper prior to pickup.

Item 230 - SPOTTED EQUIPMENT

Carrier's responsibility for delivering cargo begins when the Carrier picks up a shipment from the consignor with or without acknowledgment. Pickup serves as authorization by the consignor to ship property to the consignee or in the case of spotted equipment when the carrier takes physical possession of the loaded trailer. Carrier's responsibility ends when the shipment is delivered with or without consignee acknowledgment or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

Item 235 - ADDITIONAL LIABILITY LIMITS

In no event shall Carrier's liability for cargo loss or damage exceed the maximum set forth in any through bill of lading or otherwise agreed to in writing between the Shipper (or beneficial owner) and the party which retains Carrier's services. Also see Item 215 above.

Item 240 - MEXICAN SHIPMENTS

(A) Carrier does not accept liability for loss or damage to shipments under transport in the Republic of Mexico. Carrier participates in international shipments originating or destined to Mexico on a combination of rates basis notwithstanding any arrangements for through trailer movements. Shippers are advised that liability for cargo loss in the Republic of Mexico differs from U.S. law (49 U.S.C. 14706) and the special arrangements with the Mexican Carrier participating in any trans-border movement are not the Carrier's responsibility.

(B) Carrier assumes no cargo loss responsibility for shortage or damage to shipments while in the Republic of Mexico. Clear bills of lading showing safe and damage-free delivery between the U.S./Mexican borders at the pickup or delivery points in the U.S. shall be evidence of Carrier's proper discharge of its cargo responsibility.

(C) In the event it is determined, notwithstanding the foregoing, that Carrier is liable pursuant to statute for loss, damage or delay occurring in the Republic of Mexico, Carrier's maximum liability shall be the rate affixed under the laws of the Republic of Mexico for domestic shipments within that country.

SECTION 300
CLAIMS PROCESSING AND SALVAGE

Item 301 - CARGO DAMAGE CLAIMS APPLICATION

(A) Except to the extent of any conflict with the provisions herein, the Federal Claim, Loss and Damage Regulations (49 C.F.R. 370 and 49 C.F.R. 1005) shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce. Unless otherwise stated on the Bill of Lading, all shipments are shipper load and count in which the Shippers accept all liability of freight damages. Shippers are not liable for any freight damages except as stated in Item 201. Damage claims must be filed in writing with the carrier within 9 months to preserve the right of recovery.

(B) Under shipper weight load and count, Shippers are presumed liable for all damages. The burden to prove otherwise is totally upon Shippers except as stated in Item 310.

Item 310 – DAMAGE CLAIM LIMITATIONS

Any and all claims are limited to cargo damage claims caused by driver collisions in which a traffic report is compiled and filed by the appropriate law enforcement authorities. Carrier accepts no liability or responsibility for cargo shift or in transit damages, which is also in keeping with shipper weight load and count under 49 USC 80113. Any other alleged damages of any kind must be covered under separate agreement pursuant to 49 USC 14101 (b) which is signed, dated, and acknowledged by shippers and carriers prior to the pickup of any goods or property.

SECTION 400
COLLECTION AND PAYMENT OF FREIGHT CHARGES

Item 401 - INVOICES

Carrier shall submit an invoice to the specified party. Carrier will make every effort to retain delivery receipts and proofs of delivery from drivers which will be provided upon specific request in accordance with the provisions of this Rules Circular. In keeping with 49 USC 377.203, at the expiration of credit terms, all shippers are liable for payment to the carrier without offset. Carrier charges cannot be offset due to lack of proof of delivery documentation.

Item 405 - ADVANCING CHARGES

Carrier, acting as agent of the Shipper, consignee or owner of the freight, may advance for collection from Shipper, owner or consignee, lawful charges of connecting air, rail, water or motor carrier; storage and other lawful charges on property stored in public warehouse or other

storage; also dock, pier, wharf or stevedore fees and charges; also advance charges for rigging, crane service and in bond or custom house charges. All such charges are immediately due and payable without offset.

When dunnage (stripping, sills, etc.) is obtained, or an accessorial service is furnished by a party other than the line haul carrier, the charge shall be advanced, then charged to the shippers who will reimburse the carrier. Carrier makes no guaranty or assurance for such parties. Shippers accept all liability when using such parties.

Item 410 - COLLECTION AND PAYMENT OF CHARGES

All transportation charges must be paid by all shippers without offset at the time of delivery by Carrier or if credit is extended by the carrier, upon the expiration of credit terms which is in keeping with 49 CFR 377.203 "Extension of Credit to Shippers".

Carrier may, in its discretion, make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them for a period of thirty (30) days, or as otherwise agreed to with Shipper in writing, from the presentation of Carrier's invoice. All shippers and those who pay shipper charges become liable for the payment of freight charges to Carriers that extend credit pursuant to 49 CFR 377.203 whose statutory authority is 49 USC 13707 (b)(1).

Under 49 USC, Section 13706, all shippers as defined under Item 101(G), which includes the consignor, consignee or beneficial owner of the property are jointly and severally liable for payment of rates for the transportation for a shipment of property when any shipper instructs the carrier to deliver freight to an agent of the consignee.

Item 415 - PAYMENT WITHOUT OFFSET

Consignor and/or Consignee shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Rules Circular and applicable USC statutes and regulations. Neither consignor nor consignee shall deprive Carrier of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due. As stated under 49 USC, Section 13707 (b)(1), if credit is extended, shippers must pay the Carrier's freight charges that occur without offset within terms according to the regulations of the Surface Board Secretary and in accordance with 49 CFR 377.203 which includes those that pay freight charges for shipper(s) as defined under Item 101 (G) and Item 401. Contesting invoices and freight damage claims are separate procedures and as such, invoice charges cannot be offset.

Item 420 - INTEREST AND FEES ON PAST DUE ACCOUNTS

Carrier will assess one and one-half percent (1½%) per month on past due indebtedness. Collection rates of 25% are applicable to accrued interest and past due indebtedness. In the event Carrier retains the services of legal counsel to collect any outstanding indebtedness, attorney fees will be 25% and added to past due indebtedness, accrued interest and collection costs. All Shippers shall be jointly and severally liable for all of the abovementioned costs plus court costs, plus attorney suit fees of 10% of the claimed amount. Said costs and fees are also binding pursuant to 49 CFR 377.203.

Item 425 - ASSUMPTION OF LIABILITY BY ALL SHIPPERS

(A) For the mutual benefit of all shippers including consignor or consignee or beneficial owner under the terms of this Rules Circular all shippers shall assume joint and several liability for all freight charges accrued with regard to such transportation. In the event that freight bills are not paid according to terms by any Shipper, such charges may be sought from any Shipper as defined under Item 101(G) including consignee, consignor, and beneficial owner. Pursuant to 1 USC 1 singular means plural and plural means singular. Shipper can mean shippers and shippers can mean shipper.

(B) As to any shipment except when the carrier issues its Bill of lading with a Section 7 option, the Carrier denies the Section 7, and will refer to Paragraph (A) above and Items 400 and 415 herein, and will exercise all recourse of joint and several liability against any Shipper stated herein including consignor, consignee, beneficial owner and those that agree to pay the freight charges. Likewise, if Carrier inadvertently accepts a shipment where the Bill of Lading is marked as a third-party billing shipment, the Carrier rejects the notation, and any liability to recover from said third-party and will refer to Paragraph (A) herein and exercise all recourse of the assumption of joint and several liability by any Shipper including consignor, consignee or beneficial owner. Drivers cannot bind the carriers to Section 7 provisions.

(C) Carrier may contract with third parties to move freight whereby the carrier's Bills of Lading supersedes the third party's Bill of Lading which will serve as proof of delivery and receipt.

Item 430 - THIRD PARTY BILLING

Carrier does not employ agents, brokers, freight arrangers, independent terminal operators or other intermediaries as its agents for the solicitation of shipments or for collection of the Carrier's freight charges. Carrier will voluntarily invoice a Shipper's broker, bank or other agent for freight charges even though all Shippers remain liable for any shippers act or shipper's agents' acts and remain liable to the Carrier until the freight charges actually reach the Carrier's hands. If a shipper chooses to pay a party other than the carrier, it does so at its own risk. Carrier reserves the right to bill and collect freight charges from all Shipper including the consignor and consignee and those who pay freight charges on behalf of shippers, in the event full payment of freight charges is not received from third party agents hired by shippers.

A shipment in which charges are to be paid by a party other than a Shipper including consignor, consignee or beneficial owner will be accepted provided recourse to the consignor, consignee and beneficial owner is preserved with the Carrier by picking the shipment up at point of origin. The consignor, consignee, beneficial owner and those who agree to pay the shipper's charges are obligated to pay the carrier's charges, if the third party fails to do so, prior to the end of the credit period.

Item 435 - PRIORITY OF FREIGHT CHARGE OBLIGATION

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

(A) The intermediary will segregate money due owing to Carrier from other accounts pursuant to 49 CFR 371.

(B) An intermediary who is the shipper's agent will pay Carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it

intended for payment of freight charges to Carrier. To act otherwise constitutes a fraudulent act of conversion. Subsection (D) in this Item applies.

(C) The arranger of transportation represents and is an agent of the shippers.

(D) When the arranger of transportation is a broker, the regulations set forth at 49 C.F.R. §371 shall apply and monies received by the broker/agent/freight arranger shall be segregated from its other assets and liabilities. To act otherwise constitutes defalcation and a fraudulent act of conversion in which the shipper who retained the arranger become jointly, severally and personally liable.

(E) In no event shall accounts receivable be pledged or encumbered by any intermediary as to freight charges billed by it to the extent those freight charges are due and owing to Carrier.

(F) As to Shipper claims that a broker or intermediary has been paid and the carrier's costs were to be directed to the delivering carrier, carrier has recourse against all Shippers as defined at 49 USC 13102 (13) and as referenced within 49 CFR 377.203 . The carrier also has the right to pursue third parties and intermediaries when a Shipper claims that freight costs were entrusted to a third party agent with the intent of the third party agent passing along the carrier's freight costs to the delivering carrier. The ultimate responsibility to recover entrusted carriers' funds from defalcation by a Shipper's agent/broker/freight arranger is that of the Shippers that hired the agent. As to defalcation, the Shipper who hires the broker/agent remains liable and must pay the Carrier's costs. If Carrier's charges are not paid according to its terms, all Shippers are liable and remain liable for such charges until paid.

Item 440 - LIEN FOR FREIGHT CHARGES

In addition to any lien rights granted to Carrier by applicable law, Carrier shall have a general possessory lien on shipments in its dominion and control (including warehouse handling and storage) for the payment of freight charges past and present.

Item 445 - CLAIMS FOR OVERCHARGE BILLINGS, UNDERCHARGE OR DUPLICATE PAYMENT

(A) "Overcharge" means an overcharge as defined in Section 49 U.S.C. §14704(b). It also includes duplicate payments as hereinafter defined when a dispute exists between the parties concerning such charges.

(B) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.

(C) "Unidentified payment" means a payment which a Carrier has received but which the Carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.

(D) "Claimant" means any Shipper or receiver, or its authorized agent, filing a request with a Carrier for the refund of an overcharge or duplicate payment.

(E) "Undercharge" means charges for transportation services which are less than those applicable thereto.

Item 450 – BILLING, ADDITIONAL BILLING AND COLLECTION PRACTICES

(A) Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow the Carrier to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill, the Shipper's written quote request, along with the carriers' written dated quote received by the Shipper prior to load pickup and all other documents in the possession of the claimant which substantiates the basis for the dispute. Claims of a duplicate payment shall be accompanied by the original freight bill(s) and written proof of payment for which charges were paid and by applicable payment information.

(B) If a shipper disputes any Billed Invoice or a claim for either "Overcharge," or "Duplicate Payment" the shippers must within 180 days from the date of the invoice file the dispute in writing with both the Surface Transportation Board and with the carrier requesting a determination of the applicability or reasonableness of the claim as provided for under 49 USC 13710. Otherwise the shipper is statutorily barred from relief pursuant to 49 USC 13710 (a)(3)(B).

1. INVOICE DETERMINATION OF APPLICABILITY AND REASONABLENESS OF CHARGES

Any contested billing charge is null and void unless (a) each request by shipper is in writing (proof of receipt by carrier) (b) the invoice number is specified (c) the contested charge on the invoice is isolated and specified and (d) a detailed description of why the charge is being disputed.

(C) In the event Carrier invoices the Shipper, receiver or its authorized agent for charges for transportation services which are less than those applicable to such services, Carrier shall file an undercharge claim to the party responsible for payment of the freight charges. Carrier shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Carrier's claim.

(D) Shippers must comply with all provisions under Item 450 (A)(B)(C)(D) and all provisions of 49 USC, Section 13710. The shippers must fulfill all the prerequisites without exception as specified in 49 USC 13710 (a)(1)(2)(3)(B) within 180 days of invoice date in order to meet the statute of limitations deadline or the right to contest such charges are forfeited.

(E) Carrier has no duty to maintain records for customer beyond what is required under 49 USC 13710. Carrier is not obligated to provide record keeping beyond copies of invoices, shipper quote requests and the freight bills including the Bill of Lading movement of freight contract. The carrier complies with the requirements of 49 CFR 373.101 and 49 CFR 1035.

Item 455 - DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS

If Carrier is not provided sufficient information with which to properly apply a payment, the Carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If the Carrier does

not receive the information requested within 90 days from the date of the notice, the Carrier may treat the unidentified payment as a payment of freight charges owing to it. Following the 90-day period, the regular claims procedure shall be applicable.

SECTION 500
EQUIPMENT RATES/CHARGES

Item 501 - EXTENDABLE FLATBED TRAILERS

When a shipment is tendered and an extendable flatbed trailer is required or requested, such an extendable trailer will be furnished, when available, and the shipment will be transported at an additional charge.

Item 505 - LOWBOY OR DROP FRAME TRAILERS

When freight is tendered that is of such dimension or bulk it cannot be properly or safely transported without the use of lowboy or drop frame trailers, or when such equipment is requested by the Shipper or consignee, it will be furnished and assessed as additional charge.

Item 510 - EQUIPMENT - AIR RIDE

When either Shipper or owner of the shipment requires or demands air-ride equipment as opposed to the conventional spring equipment, it must so specify on the bill of lading.

Carrier will supply such air-ride equipment for Single Axle and Tandem trucks, when available, and shipment will be transported with an additional charge.

Item 515 - TRAILER MOUNTED UNITS

“Trailer mounted quoted rates apply when tractor only is used on the movement of machinery and equipment mounted and installed on pneumatic-tired trailers or semi-trailers furnished by the Shipper. Rates are subject to a 40,000 lb. minimum if a Tandem Tractor is required or requested. Rates are subject to a 28,000 lb. minimum if a Single Axle Tractor or Mini Float is required or requested.

Shipper furnished trailer or semi-trailer must be in safe condition, on its own wheels, and conform to all insurance and federal and state safety regulations. The Carrier is not responsible for making these determinations. If requested by the Carrier, Shipper will furnish proof of insurance.

Time lost due to mechanical failure or deficiency of the trailer or semi-trailer, not caused by the Carrier, will be considered detention time and a charge shall be made for such service.

Item 520 – RATES AND CHARGES FOR ESCORT CARS/TRUCKS

When an escort is requested by Shipper or consignee or their agents or is required by state or municipal authority to accompany any load, and the Carrier furnishes such escort car, an accessorial charge shall be made for such service.

When escort service is required and furnished by state or municipal authority, or a company specializing in the service, the total fee or charges made by such authority or company shall be assessed for such service.

The charges provided herein and are billed as extra charges and are “in addition” to all other

applicable charges aka add on accessorial charges and shall be assessed and added to the freight bill.

Charges Per Round-Trip

When due to permit restrictions, a permitted load must shutdown overnight before completion of the job, an overnight holding charge, per escort vehicle, will be assessed.

Item 525 - CONTRACT SERVICES

When a shipment is tendered and contract services are requested of the Carrier by the Shipper that includes rigging services same will be based upon availability subject to additional billed charges assessed by the Carrier.

SECTION 600 **OTHER RATES AND ACCESSORIAL CHARGES**

Item 601 – DETENTION CHARGES

When Carrier's truck and/or multi-axle trailing units are prevented from and/or delayed, while loading and/or unloading through causes attributable to the Shipper and/or consignee, detention charges shall be assessed for all such delays in excess of one (2) hour **free time** for loading; one (2) hour **free time** for both loading and unloading at any stopover point on multi-truck shipments. For a quote see Item 123.

Item 605 – ACCESSORIAL CHARGES FOR EQUIPMENT

Charges apply for the following services from the time of departure from Carrier's terminal, or nearest location, until it returns. For a quote see Item 123.

Exception: When assigned to second revenue service, charges for first service shall terminate and begin for the second service when assigned to the second service. No charge will be made during which service is stopped because of mechanical failure, or meal and rest stops for Carrier's personnel. Additional rates apply for the following services:

1. Loading/unloading commodities requiring use of extra persons or additional lift equipment.
2. Furnishing equipment for towing of vehicles.
3. Furnishing extra labor.
4. Setting up or dismantling rigs.
5. Skidding of derricks or machinery.
6. Constructing or improving roads to expedite movement of Carrier's vehicles.
7. Furnishing extra persons, escort cars, other equipment, or flagmen for special permit moves.
8. The use of low-boy or other special equipment.
9. Movement of Carrier's trucks onto barges, from the time vehicles are made available for placement on barges until they are returned and on shore at the point of departure.

Item 610 - RATES AND CHARGES FOR POLE TRUCKS AND SWAMPERS

Additional rates for pole trucks, swampers, steering units, forklift operators, operation supervisors, extra laborers, pipe stringing and shipment repositioning apply from the time of departure from Carrier's terminal or nearest location until it returns subject to a minimum

charge. When assigned to a second revenue service, charges for the first service shall terminate and begin for the second service when assigned to the second service. No charge will be made during which service is stopped because of mechanical failure, or meals or rest stops for Carrier's personnel.

SECTION 700
RATES BY EQUIPMENT & COMMODITY –INTRASTATE AND INTERSTATE

Item 701 - RATES ON FREIGHT OF ALL KINDS (FAK)

Commodity Descriptions: Except where specified in the commodity restrictions, special rates or accessorial charges at the discretion of the carrier apply on the following:

1. When freight is detoured or restricted from the anticipated route. If wide or tall loads exceed dimensions or weight specified by shippers after loading. Shippers are liable for extra charges assessed at carrier's discretion.
2. Heavy and/or Bulky Articles when by reason of length, width, weight, size, or other physical characteristics require the use of special devices, facilities, or equipment for their loading, unloading, and transportation.
3. Inadvertent omissions that would otherwise be charged such as detours, increasing mileage, restricted truck only routes, extra escorts, restricted travel only in daylight hours.

Item 705 - SPECIAL PERMITS - OVERSIZE AND OVERWEIGHT SHIPMENTS

When special permits are required for the transportation of oversize and/or overweight shipments, the consignor or owner of the freight to be transported shall procure and furnish such permits, or request the Carrier to secure them. If the Carrier secures the required permits, the cost of the permit plus a service charge will be assessed per state for each permitted shipment but will be assessed to the Shippers paying the freight charges in addition to all other applicable rates and charges.

When any portion of the cargo exceeds eight feet (8') in width and requires a special permit, or exceeds fifty-five feet (55') in length, or thirteen feet six inches (13'6") in height, such cargo will be accepted for transportation subject to the following provisions. (See Note 1, Note 2, and Note 3)

Note 1: Height to be measured with freight loaded onto transport vehicle.

Note 2: When a vehicle contains cargo with more than one oversize dimension, the dimension providing the higher charge will be used to determine the applicable rate for the entire shipment.

Note 3: Legal height, width, and length may vary in some states. The below rate structure will begin to be applied whenever any portion of the cargo exceeds the legal limits of a state that is traveled during the transportation of said cargo.

Note 4: Mileage calculations will be subject to permit routing requirements.

SECTION 800
ACCESSORIAL SERVICES AND CHARGES

ITEM 801 – ACCESSORIAL FUEL SURCHARGES

Fuel surcharges are accepted industry cost and apply on all shipments subject to adjustment based on fuel costs during transit. Further explanation is available upon any shipper's request.

**Item 803 – EXPEDITED SERVICE OR NON-STOP TRANSPORTATION
WITH TEAM DRIVERS**

When any shipment is tendered with a request to perform expedited service or non-stop transportation, charges shall be assessed as follows:

1. For each unit of equipment required for the shipment at actual weight subject to a minimum charge based on a 40,000 lb. shipment of the commodity transported if it is hauled with a Tandem Tractor. It will be subject to a minimum charge based on a 28,000 lb. shipment of the commodity transported if it is hauled with a Single Axle Tractor or a Mini Float.
2. When the service requested includes the services of an extra driver(s), a charge for one-way mile for each extra driver shall be assessed. The extra driver charge shall be in addition to all other applicable charges.

Item 805 – MIXED SHIPMENTS

Different articles may be shipped as a mixed shipment, subject to the following conditions:

1. The minimum weight and rate applicable to articles contained in the mixed shipment will be based on the total weight of the shipment.
2. Freight charges on mixed shipments will be determined by applying the rate of the commodity hauled which has the greatest number of articles in the shipment.

Item 810 - PACKING OR PACKAGING - DUNNAGE

(A) Costs for any materials used for temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or part of the transporting vehicle, when required to protect and make shipments secure shall be assessed and paid by Shippers. Shippers are liable for load shift damages.

(B) Drivers have total discretion as to any measures taken in route to insure safe transport. Costs related to such measures are the responsibility of Shippers. At the request of a Shipper, Carrier will, based upon availability, furnish such materials, subject to Carrier's additional service charges. Shippers are responsible and liable for the use of such rigging materials. Drivers are not qualified to rig or prepare loads for shipment.

Item 815 - RECONSIGNMENT OR DIVERSION

Shipments deliveries may be reconsigned subject to:

1. The request being made or confirmed in writing and proof of ownership established.
2. Extra miles driven to each diverted or reconsigned destination will be included in total miles of shipment to determine rate to be invoiced.
3. A charge will also be assessed for each shipment diverted or reconsigned.

Item 820 - STOPOVERS - STOPS-IN-TRANSIT

Shipments tendered on one bill of lading or shipping order, from one consignor at one point of origin at one time and consigned to one consignee at the destination, may be stopped in transit at any point or place for the purpose of partial loading and/or unloading, subject to the following provisions:

1. The bill of lading or shipping order must show the point or points at which the shipment is to be stopped for partial loading and/or unloading, together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of the party from whom each portion is to be delivered.
2. A charge for each stop will be assessed for partially loading and for each stop partially to unload. If the shipment is both partially loaded and partially unloaded at the same stop-off point, regardless of whether or not at the same address, the charge provided in this paragraph will be assessed for each service; that is, a separate charge for partial loading and a separate charge for partial unloading.
3. The weight on which charges will be determined shall be the weight at the point of origin, except that when a shipment is partially loaded in transit the weight of the freight loaded in transit will be added to the weight at point of origin. The total weight on which charges are assessed shall be subject to the minimum weight applicable in connection with the rate used.
4. Extra miles driven to each stopover will be included in total miles of shipment to determine rate to be invoiced.
5. All stopovers must be completed within the available hours of service of Carrier's driver. If the completion of the stopovers requires more than two (2) days of work per shipment, each such extra day will be subject to Carrier's minimum rate, based on equipment type, plus applicable stopover charges.

When Carrier is requested to dispatch a vehicle to a point of origin by any Shipper, and such vehicle is furnished and not used due to no fault of the Carrier, cancellation charges will be assessed to all shippers and include any equipment ordered for loading and unloading facilitation.

Item 830 - WEIGHING REWEIGHING AND DIMENSIONS

The Carrier reserves the right to weigh any shipment, for the purpose of checking weight or dimensions when loaded and prior to transport for revenue billing and to also determine whether same conforms to State, Federal or Municipal law, as to maximum weight.

When a truck is reweighed, either empty or loaded, at the request of the consignor or consignee, an additional charge will be assessed for each time so weighed.

Where no facilities are available to ascertain the correct weight of a shipment before travel on the public highways is commenced a Shipper is required to state the maximum possible weight of the shipment. Where the actual weight of the shipment is later found by public authority to exceed Shipper's declared maximum weight by an amount which results in a fine or penalty on the Carrier such fine or penalty and costs shall be advanced by the Carrier and assessed against either the Shippers.

Item 835 - TARPAULINS OR COVERS

When the Carrier is required by law or at the discretion of the driver, or if requested by a Shipper that a load be covered with a tarpaulin or other type of covering during any portion of the transportation, and if the Carrier or driver provides the tarpaulin or cover, then additional charges will be assessed to the Shippers.

Item 840 - SIDEBOARD KITS

When the Carrier is requested by the Shipper or consignee to secure a load by the use of

sideboard kits during any portion of the transportation, and Carrier provides these sideboard kits, a charge will be assessed for all truck sizes.

Item 845 - OVERNIGHT HOLDING

When due to requirements by a Shipper, the Carrier must stay overnight in order to complete the job, a charge per night, by truck type, will be assessed.

Item 847- HOLIDAY CHARGES

Holidays as referred to in this Tariff are: New Year's Day, Good Friday, the Saturday and Sunday following Good Friday, Mother's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Days authorized by the U.S. Congress as holidays will be observed rather than the actual calendar day of the holiday when applicable. Holiday shipments loaded or delivered in transit are subject to an additional charge based on truck type.

Item 850 - LOAD PROTECTIVE SERVICE (STRIPPING)

Any shipment that is tendered for transportation and stripping of the load is requested by the Shipper, the shipment will be subject to additional charges. Shipper accepts all liability associated with stripping.

Item 855 - RETURNED - UNDELIVERED SHIPMENTS

If, for reasons not ascribable to the Carrier, consignee at destination rejects a shipment wholly or in part, it may be returned to point of origin upon order of a Shipper or consignee. The shipment will be subject to one of the following rate:

1. If a shipment is turned around before reaching final destination, round-trip miles will be charged from where the shipment is turned around.
2. If a shipment reaches final destination and is rejected and returned to the point of origin, two times the original trip rate, plus applicable fuel surcharge, will be charged.

Item 860 – SATELLITE, IVMS OR “QUALCOMM” FEE

Certain of Carrier's trucks have satellite, IVMS or “QUALCOMM” tracking systems. This is an additional safety and reporting tool for Shippers. A charge may be assessed on all shipments that are Hazmat, or over dimensional/weight.

Item 865 - TOLLS

Toll charges assessed to Carrier when the applicable rate making route is over toll bridges, ferries, tunnels, or roads will be a pass through charge back to the Shippers.

SECTION 900 **HAZARDOUS MATERIALS AND DANGEROUS GOODS**

Item 901 – HAZARDOUS MATERIALS

Hazardous, poisonous, or other dangerous freight will not be accepted for transport.

Item 905 - CLASS 1.4, 1.5, AND 1.6 EXPLOSIVES, RADIOACTIVE MATERIALS,
HAZARDOUS WASTE (FOR RECYCLING ONLY), POISONOUS GASES,
OR OTHER SUCH DANGEROUS ARTICLES

Hazardous, poisonous, or other dangerous freight will not be accepted for transport.

Item 106 - Appendix A

STANDARD TERMS & CONDITIONS FOR GENERAL TRUCKING & RIGGING-PRICING

1. Rate(s) indicated includes state permits, private escorts, equipment and labor determined to be necessary at the time of the proposal.

2. Proposal is conditional on permit approvals by local, states and federal authorities' en-route. Additional requirements resulting from route, bridge or utility surveys may alter cost as estimated. Costs incurred for permit pre-approval, including but not limited to route, bridge and utility surveys will be payable by the undersigned customer, regardless as to whether the permits are ultimately approved or denied. Permits for super-loads may take up to three weeks to obtain in some states.
3. The cost proposed is based on the information given, and increase or changes in either weight and/or dimensions may result in additional charges.
4. Sufficient "in-plant" or "on-site" clearances for specialized equipment are the responsibility of the shipper and/or consignee. Inadvertent damage to surrounding property at origin or destination due to the movement of this equipment is at the risk of the shipper and/or consignee. Removal, renovation or replacement of obstacles such as curbing, railroad tracks, fencing, turf, shrubs, etc. at the origin or destination, if required is the responsibility of the shipper and/or consignee.
5. There are no provisions in this proposal for route improvements.
6. Pricing is based on loading at and delivering to the nearest point(s) of reasonable accessibility determined by DeMase.
7. Loading and unloading of cargo is the responsibility of others unless specifically quoted in this proposal.
8. The shipper and consignee are to assist in assembling or disassembling all heavy haul equipment when needed.
9. This proposal does not include tarping. If tarping is required this service is available at an additional charge.
10. The shipper may be required to provide necessary cribbing and blocking material to aid and assist with the load being transported.
11. The removal of any crating materials skids, blocking, unpacking or the disposal of said material is the responsibility of the consignee.
12. DeMase is neither responsible nor liable for delays caused by weather, strikes, war, "Acts of God" or other emergency situations.
13. Shipper to notify in writing insured value of unit(s), unless a greater value is declared each trailer load is subject to a maximum cargo liability of \$100,000.00. DeMase is neither responsible nor liable for indirect costs or consequential damages of any type due to a cargo incident.
14. Advance notice is needed to coordinate availability of equipment, personnel and permit approvals.
15. Pricing does not provide for direct discharge from ship to truck or truck to ship.
16. Unless stated otherwise, this proposal is valid for 30 days from the date of issuance and is subject to route and/or permit restrictions at time of actual movement, which can affect pricing and/or loading and delivery schedule.
17. Terms; due upon receipt with approved credit. All initial orders are Cash In Advance.
18. This proposal does not include any detention time at loading or unloading and will be charged for accordingly after free time expires. Free time – 2 hours for loading and unloading operations. As of Aug 15, 2017 the rate is Detention - \$125.00 per hour for standard equipment and \$170.00 an hour for oversize and multi axle configurations. Call for a current quote for the assessorial charges per hour for the standard equipment detention rate and per dollar an hour charge.
19. Availability to simultaneously transport more than one item requiring similar equipment is not necessarily indicated.
20. All activities related to this movement will begin upon receipt of an authorized written purchase order, delivery order or dock receipt.
21. In tow-away application, customer assumes full responsibility for equipment compliance with all safety regulations, and authorizes DeMase to take any necessary and reasonable action to bring such equipment into compliance, and agrees to full reimbursement of all expenses incurred in such action. Invoicing to be billed at cost plus a 18% service fee and if unpaid, interest of 18% per annum plus collection costs of 20%.
22. Portal-to-portal charges are based on time of travel beginning when our equipment leaves original point of dispatch and continuing until our equipment returns to same point of dispatch, or home terminal.
23. Unless stated in writing to the contrary, in advance of shipping, customer certifies that no portion, component, or content of this cargo qualifies as Hazardous Material by any definition of federal, state or local law.

Item 107 - Appendix B

STANDARD TERMS & CONDITIONS FOR GENERAL WAREHOUSING-PRICING

1. DEFINITIONS

- a) De Mase, Warehouse or Warehouseman: Shall mean De Mase Warehouse Systems, Inc./DeMase Trucking Co., Inc. and its servants, agents, employees and successors and assigns;
- b) Stored Goods: Shall mean those goods delivered to the warehouse for storage and/or crossdocking, unloading, breakdown, repacking, reloading and forwarding;
- c) Storer: Shall mean the owner of the Stored Goods or the agent and shall include the holder of a negotiable receipt, any party with a security interest in the Stored Goods and the party delivering the Stored Goods to the Warehouseman;
- d) Warehousing Charge: Shall mean the sum of all charges payable hereunder to the Warehouseman in accordance with the terms herein contained;
- e) Crossdocking: Shall mean the acceptance of a shipment of Stored Goods by the Warehouseman, for redelivery as hereinafter set out, the unloading and breakdown thereof into component parts in accordance with the instructions received from the Storer and reloaded for forwarding of the said component parts all within 72 hours of arrival of the Stored Goods at the premises of the Warehouseman and in circumstances where no additional units of Stored Goods are intermingled with the Stored Goods being crossdocked;
- f) Additional Charge: Shall have the meaning attributed to it in paragraph 14(b) hereof;
- g) Crossdocking Charge: Shall mean the amount charged by the Warehouseman for receipt and delivery of units in circumstances where no additional units are intermingled herewith and no Storage Charges or Additional Charges is applicable thereto;
- h) Storage Charge: Shall mean the sums charged by the Warehouseman in connection with the Stored Goods as set forth in the paragraph 7 thereof;
- i) Transportation: Shall mean pick up and delivery of cargo based on loading at and delivering to the nearest point(s) of reasonable accessibility which will be determined by De Mase;
- j) Merchant: Shall mean the shipper, the consignee, the receiver of the goods, the holder of this bill of lading, any person owning or entitled to the possession of the goods of this bill of lading, any person having a present or future interest in the goods, or any person acting on behalf of any of the mentioned persons.

2. TENDER FOR STORAGE

- a) All Stored Goods shall be and the Storer shall bear all cost of ensuring that at the time of delivery to the Warehouseman properly marked and packed for handling, storing and forwarding or Crossdocking as the case may be;
- b) The Storer shall furnish a manifest showing marks, or sizes to be kept and accounted for separately and the class of storage desired, provided that until such time as the said manifest has been delivered to the Warehouseman, the Stored Goods may be stored in bulk or assorted units in general storage as determined at the sole discretion of the Warehouse and the Storer will be charged accordingly. The Warehouseman will not be liable for any damage occurring due to improper storage prior to delivery of the manifest;
- c) The Warehouseman undertakes the storage, handling, delivery, or crossdocking of the Stored Goods only in the units in which they are originally received without subsequent sorting, except by special arrangement subject to an Additional Charge;
- d) Stored Goods which are hazardous by nature and the storage of which in a public warehouse under ordinary general conditions is prohibited by government or local regulation or decision of the Warehouseman or which will or may affect the rate or availability of insurance on other Stored Goods or the warehouse premises, will not be accepted for storage;

3. ACCEPTANCE OF GOODS:

- a) All Stored Goods are tendered to the Warehouse are subject to the availability of space at the time of delivery and to the terms and conditions hereof:

4. HANDLING

- a) A minimum handling charge shall be incurred by the Storer for the ordinary labor and duties incidental to receiving the Store Goods at the warehouse door, the storing of same and subsequent redelivery thereof to the warehouse door. The minimum handling charge will be billed as part of the Warehousing Charge for the first month;
- b) An Additional Charge for the unloading or loading of vehicles, vessels or containers of any nature will be charged to the Storer unless otherwise agreed in writing and signed by the Warehouse. This Additional Charge shall be due when incurred.

5. LOADING AND UNLOADING

- a) Charges for unloading or loading of vehicles, vessels or containers, and charges for the use or retention of the vehicle, vessel or container and the collection or delivery thereof are all chargeable to the Storer;
- b) Dunnage and fastenings supplied by the Warehouseman and used in loading outbound vehicles, vessels or containers are an Additional Charge to the Storer;
- c) Any costs incurred by the warehouseman in unloading vehicles, vessels or containers containing damaged goods are an Additional Charge to the Storer.

6. CROSSDOCKING

- a) Where all or part of a shipment received by the Warehouseman is received for the purposes of Crossdocking, it shall be assessed only the Crossdocking Charge.

7. STORAGE CHARGES

- a) Unless otherwise agreed to in writing, all monthly charges for storage of Stored Goods are based on a calendar month and are calculated on a month to month basis. An incoming Storage Charge shall be applicable in the calendar month on which any part of the Stored Goods is brought in for storage, to and including the last of such month and thereafter a recurring Storage Charge shall be applicable for calendar month that the Stored Goods are stored in the Warehouse. The full Month incoming Storage Charge is payable as soon as any part of the Stored Goods is deposited in the Warehouse notwithstanding the fact that such Stored Goods may be stored for less than a calendar month. If cargo arrives on the 25th to the last day of the calendar month there will be no storage charge due. The recurring Storage Charge is calculated on the basis of the maximum number of units or weight stored in the warehouse on the last day of the immediately preceding calendar month and is due on the first day of each storage month in advance unless otherwise agreed.

8. INSURANCE

- a) Stored Goods are not insured by the Warehouseman and the Warehousing Charge does not include insurance unless specified in writing and signed by the Warehouse. It is the sole responsibility of the Storer to ensure the Stored Goods are insured.

9. ACCESS TO STORED GOODS

- a) The Storer may, subject to the Warehouseman security and insurance regulations and reasonable limitations, have access to the Stored Goods at any time provided the Storer is accompanied by an employee of the Warehouseman whose time shall be an Additional Charge to the Storer.

10. PROCEDURES

- a) Except for express written instructions from the Storer the Warehouseman shall have absolute discretion regarding methods and procedures followed in the handling, storage and transport of Stored Goods. In addition, if the Warehouseman deems it necessary or desirable in the interests of the Storer's written instructions it shall have absolute right so to do. Instructions to ship goods are not effective until delivered to and accepted by the Warehouse.

11. TRANSFERS AND REMOVAL

- a) The Warehouseman shall have the right to move at its own expense the Stored Goods of the Storer within the warehouse in which the Stored Goods are stored or to any other warehouse of De Mase within the state of New Jersey. Within ten (10) days of the move to another warehouse, De Mase shall give written notice to the Storer by register mail which shall be deemed received two (2) days after mailing;
- b) Instructions to transfer Stored Goods on the books of the Warehouse are not effective until delivered to and accepted by the Warehouseman and all charges up to the time of transfer shall be subject to an appropriate Additional Charge.
- c) The Warehouse may upon written notice to the Storer and any other person known by the Warehouseman to claim an interest in the Stored Goods, require the removal of any Stored Goods by the end of the next proceeding storage month. Such notice shall be given by delivery in person or by registered letter addressed to the last known place of business or residence of the party to be notified and shall be deemed to be received two (2) days after the mailing.

12. FORWARDING

- a) The Warehouseman is entitled and hereby authorized by the Storer to employ the service of any licensed carrier for the purposes of shipping the Stored Goods. Upon delivery of the Stored Goods to the door of the warehouse in which same are stored for collection by such carrier the Warehouseman's liability in respect of the Stored Goods ceases and is at an end unless otherwise agreed to in writing and signed by the Warehouseman.

13. DELIVERY REQUIREMENTS

- a) The word "delivery" for the purposes of this paragraph shall mean movement of the Stored Goods to the door of the warehouse in which same are stored or crossdocked;
- b) Subject to instructions to the contrary, or as provided herein, Stored Goods shall be delivered to a third party only upon receipt of written instructions from Storer;
- c) If a negotiable receipt has been issued no Stored Goods covered thereby shall be released by the Warehouseman unless the receipt properly endorsed is surrendered for cancellation or for endorsement of partial delivery thereon;
- d) When Stored Goods are ordered out a reasonable time shall be given to the Warehouseman to carry out shipping instructions provided that the Warehouseman is unable, due to causes beyond its control, to effect delivery before the end of the calendar month or other agreed to billing period during which the said order was received, the Stored Goods will be subject to charges for the next storage month;
- e) When the Warehouse has given notice in accordance with the provisions of section 11 (c) hereof or because of fire, acts of God, war, public enemies, seizure under legal process, strikes or lockouts, riots or civil commotion is unable to effect delivery before the end of a calendar month or other agreed to billing period during which such notice was given by the Warehouseman the Stored Goods shall be subject to a Storage Charge only for the part of the immediately following time period during which the Stored Goods remain in storage.

14. SCHEDULE OF CHARGES

- a) Minimum Charges: There shall be Minimum Charges assessed for storage, unloading, repacking, reloading, forwarding and any other services rendered by or required of the Warehouseman with respect to each unit of Stored Goods provided that in no event shall the Minimum Charges per unit be less than as set out on the quotation provided to the Storer;
- b) Additional Charges: In addition to the Minimum Charges imposed pursuant to clause 14(a) above the Storer shall be responsible for all charges for receiving and handling goods in other than normal business hours, for loading or unloading vehicles, vessels or containers, for communication expenses including courier, postage, telex, teletype, telegram or telephone, for dealing with Stored Goods in part unit form and for any extra service provided by the Warehouseman including but not limited to charges for demurrage,

special warehouse space, material drayage, repairing, re-labeling, cooperating, sampling, weighting, re-piling, inspecting, collecting, clerical labor, reporting marked weights or numbers of units in connection with the Stored Goods as well as the cost incurred in handling and shipping expenses for outbound shipments and for all other special services rendered by or required of the Warehouse. All Additional Charges shall be due when incurred;

c) Special Charges: In addition to the charges shown in 14(a) and (b) above the Warehouseman may impose Special Charges for costs, expenses or liabilities arising out of or in connection with: i) a warehouse receipt that includes Stored Goods that are in Customs Bond. Such a receipt shall be null and void upon termination of the storage period fixed by law and shall otherwise be governed by all rules and regulations affecting goods in Customs Bond; ii) the giving of a guarantee by the Warehouseman to a customs broker on behalf of the Storer to facilitate the movement of goods of the Storer (be they Stored Goods or otherwise) through Customs. All Special Charges are due when incurred.

15. DAMAGE DEFAULT

a) The Warehouseman shall not be held responsible for any loss or damage to the Stored Goods or for non-delivery or bad delivery thereof unless it is proven that the loss, damage, non-delivery or bad delivery occurred while the Stored Goods were in the possession of and under direct physical control of the Warehouse and that such loss, damage, non-delivery or bad delivery was due to the negligence or voluntary act or omission of the Warehouse;

b) Other than where default is caused by the failure of the Warehouseman to exercise care and diligence in regard to the Stored Goods as would a careful and diligent owner of similar goods in the custody of them and in similar circumstances, the Warehouse shall have no liability or responsibility concerning, arising out of or relating to the Stored Goods or any instructions, agreements, notices, information or services relating thereto or any other cause whatsoever and the parties hereby agree that this shall include the negligence of the Warehouseman, its servants, agents and employees;

c) Stored Goods which are susceptible to damage, because of fragile or flimsy packing or crating, through temperature changes, other causes incident to general storage, are accepted in general storage, only at Storer's risk for such damage as might result from general storage conditions. In the event that the nature or condition of the Stored Goods creates a condition hazardous to the safekeeping and storage of other Stored Goods in the warehouse or to any property or person, the Warehouseman may forthwith remove such Stored Goods from the warehouse. In such event, the Warehouseman will give notice to the Storer that such Stored Goods have been removed and the location thereof. The Storer shall thereupon be liable for the expense in connection with such removal, all accrued unpaid charges, and the storage and other charges at the new location of such Stored Goods. Upon delivery of such Stored Goods to the door of the warehouse in which same are stored for the purposes of such relocation thereof, the responsibility of the Warehouse shall cease in connection therewith;

d) The Warehouseman other than in the case of negligence or a voluntary act or omission shall not be responsible for demurrage nor for delay in unloading inbound vehicles, vessels or containers, or the loading of outbound vehicles, vessels or containers;

e) Other than in the case of negligence or voluntary act or omission on the part of the Warehouseman, the Warehouseman shall not be liable for any damage, loss or action for failure to ship out Stored Goods within a reasonable time of the request for shipment and in no event shall a reasonable time be held to be less than 48 hours.

16. LIABILITY

a) All Stored Goods are at Storer's risk for loss or damage by fire or explosion, or from any other cause whatsoever, including without limiting the generality of the foregoing, flood, winds, storm, earthquake, or other acts of God, war, insurrection, riot, civil or military authority, strikes, picketing, lockout or any other labor trouble, shrinkage in weight, loss in quality or due to the inherent or perishable nature of Stored Goods, or by insufficient cooperage, boxing, crating or packaging, or for wear and tear, or by any cause beyond the control of the Warehouseman. No responsibility will be assumed for loss of stored goods by

leakage or failure to detect same, or for concealed damage. The Warehouseman shall not be liable for loss or damage caused by breakage, theft, pilferage, rats, mice, vermin, sprinkler leakage or water, unless such damage is caused by failure of the warehouseman to exercise the ordinary care and diligence required of him by law. All Warehousing Charges must be paid on Stored Goods lost or damaged by any of the above causes;

b) The Warehouseman shall in no circumstances be liable for any direct or indirect loss or loss of profit as a result of the non-delivery or delay in delivery of Stored Goods or re-routing of any shipment of the Stored goods for any reason whatsoever;

c) Where Stored Goods are in US Customs Bond the Warehouseman shall not be liable or responsibility for any seizure of such Stored Goods by the US Customs or any agency or officer thereof for any reason whatsoever;

d) The quality, condition, contents and value of the Stored Goods are not known to the Warehouseman except as declared and described by the Storer in writing and delivered to and acknowledged by the Warehouseman. Where a monthly Warehouse Charge is calculated the liability of the Warehouseman, arising from legal responsibility shall in no event exceed the lesser of the actual minimum value of the loss or damage to the Stored Goods or on hundred (100) times one (1) month recurring Storage Charge per unit (i.e. recurring Storage Charge \$1.00 per month – liability limit \$100.00) on any one unit unless the Storer at or prior to the time the Stored Goods are placed in storage with the Warehouseman has declared in writing a value in excess of one hundred (100) times one (1) month recurring Storage Charge per unit (i.e. recurring Storage Charge per unit \$1.00) per month – liability limit \$100.00) on such unit and has paid or agreed to any an Additional Charge at the time of delivery of the Stored Goods to the Warehouseman sufficient to cover the excess valuation. When, and if, the value has changed after declaration it will be the responsibility of the Storer to declare the new value to obtain any revision in the Warehousing Charge, such revision being payable by the Storer as an Additional Charge. In no event shall the valuation exceed the actual value of the Stored Goods providing that if in fact such valuation does exceed the actual value the liability of the warehouseman shall be the lesser of the valuation or the actual value of the Stored Goods;

e) In cases where the Warehousing Charge is calculated for other than actual storage of Stored Goods the Warehouseman's liability shall in no event exceed the minimum value of the loss or damage to the Stored Goods or a sum equivalent to \$50.00 per unit (subject to change) unless the Storer at or prior to the time the Stored Goods are delivered to the Warehouseman has declared in writing a value in excess of \$50.00 per unit for each unit of the Stored Goods and has paid or agreed to pay an Additional Charge at the time of delivery of the Stored Goods to the Warehouseman sufficient to cover the excess valuation. When the value has changed after such declaration it will be incumbent upon the Storer to declare the new value and to obtain a revision to the Warehousing Charge and to pay such revisions as an Additional Charge. In no event shall the valuation exceed the actual value of the Stored Goods provided that if such valuation does exceed the actual value of the Stored Goods the Warehouseman's liability shall in no event exceed the lesser of the valuation or the actual value of the Stored Goods;

f) The Warehouseman is not in any case or under any circumstances whether negligent or not, responsible for any loss or damage to Stored Goods unless and until notice in writing of such loss or damage, together with full and detailed particulars thereof, is given to the Warehouseman within 48 hours after the Storer becomes aware of such loss or damage or takes delivery of the Stored Goods or any portion thereof, whichever event may first happen, or in the event of notice being given by the Warehouseman under section 11 within 48 hours after the period stipulated in such notice.

17. LIEN

a) The Warehouseman hereby claims and the Storer hereby grants, a lien on and a right to retain and/or sell all Stored Goods and documents relating thereto until and unless all expenses, fees, cost, liabilities, commission, Minimum Additional and Special Charges and all other payments and expenses made or incurred by the Warehouseman at the time for or on behalf of the Storer have been paid, satisfied, released or provided for to the satisfaction of the Warehouseman. Should such lien not be satisfied within

35 days of the date notice is given to the Storer, the Stored Goods may be sold by public or private sale, auction or otherwise at the expense of the Storer and the Warehouseman shall apply the proceeds net of expenses of the sale to the debt owned to it by the Storer whether in regards to the Stored Goods that were sold or otherwise.

18. INDEMNITY

a) Without prejudice to any of the foregoing conditions the Storer shall indemnify and save harmless the Warehouseman from and against all cost, losses, demands, liabilities, responsibilities and causes of action arising out of or in connection with either directly or indirectly the Stored Goods, any other goods of the Storer or instructions of the Storer.

19. SEVERABILITY

a) If any of the within terms, conditions or provisions or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable at law such term, condition, or provision shall be severed from the remainder hereof which shall be affected thereby, and in each and every circumstance in which reference is made hereto each term, covenant, condition and provision hereof shall be valid and be enforced to the fullest permitted by law.

20. LAW

a) This and all agreements relating hereto, between the Warehouseman and Storer shall be in accordance with and enforced under the internal laws of the United States and New Jersey. DeMase has the option of changing the venue to the courts of New Jersey for the purpose of any suit, action, proceeding or judgment relating to or arising out of this document.

21. CONTRACT TERM

a) The terms and conditions herein contained are subject to any contractual arrangements and/or quotations entered into between the Storer and the Warehouseman. In the event that there is a conflict between the terms and conditions of the within warehouse receipt and the terms and conditions of such contract and/or quotation, the terms and conditions of such contract and/or quotation shall prevail. b) Renewal will be on a year to year basis with 90 days written notice should either party want to cancel this agreement.

b) Failure to sign contract does not waive your acceptance of our terms and conditions.

22. RECEIPT

a) The Storer hereby acknowledges that it has received the document containing the above terms and conditions and that it has read and understands said terms and conditions. The Storer further agrees to be and is hereby bound by the within terms and conditions, unless it returns this document together with a demand for return of its Stored Goods, subject to payment of all charges due to the Warehouseman, within twenty (20) days of receipt of this document.