

TOWNE AIR FREIGHT, LLC  
MC-419678-C  
ROCKET EXPEDITED SERVICES, LLC  
MC-419679-C  
TOWNE NETWORK SOLUTIONS, LLC  
MC-526865-B  
SYNERGY CARGO LOGISTICS, INC. d/b/a TOWNE CARGO  
SERVICES, LLC  
MC-273530

MOTOR FREIGHT TARIFF  
NAMING RULES & REGULATIONS  
AND  
CHARGES FOR TERMINAL & SPECIAL SERVICES  
RULES TARIFF

GOVERNING ALL SHIPMENTS TENDERED TO OR  
THROUGH TOWNE AIR FREIGHT, LLC, ITS PARENT,  
SUBSIDIARIES AND AFFILIATES

ISSUED: October 30, 2008

EFFECTIVE: October 24, 2011

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The provisions published herein will not result in an effect on the quality of the human environment.

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ISSUED BY: Tom Downey, President, 24805 US 20 West, South Bend, Indiana 46628

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**GOVERNING PUBLICATIONS – ITEM 100**


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TITLE OR KIND OF TARIFF	ISSUING AGENT	ICC SERIES
Mileage Guide	PC Miler	ALKP-1000A
NMFC (National Motor Freight Classification)	NMFTA	NMFC100

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This section references all air freight and motor freight tariffs on file at the Corporate Office of Towne Air Freight, LLC.

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**DEFINITIONS – ITEM 110**


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“And” is used to couple the terms between which it appears.

“Business Day” or “Business Hours” means that time during which operations are usually conducted by this carrier at the point where the service is performed. The term “Business Day” or “Business Hours” will not include Saturdays, Sundays or Holidays as defined below.

“Carrier”, “Consignor”, “Consignee” or “Shipper” includes the authorized representatives of such “Carrier”, “Consignor”, “Consignee” or “Shipper”.

“Commercial” means shipments between the actual shipper and the actual consignee in a designated market in the United States.

“Domestic Shipments” means shipments originating at or destined to points or places other than those in foreign countries, also other than inter-coastal and coast-wise shipments.

“Holiday” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or any other day generally observed by this carrier at the point where service is to be performed.

“Industry” means shipments with a subsequent or prior movement by air or sea for domestic air freight forwarders, international air freight forwarder, domestic airlines, international airlines and customs brokers.

“Or” provides for an alternation or use of either or both of the terms between which it appears.

“Place” means a particular street address or other destination of a factory, store, warehouse, place of business, place of residence, construction site or the like, at a point.

“Point” means a particular city, town, village, community or other area, which is treated as a unit for the application of rates.

“Rate” means the figure stated in cents or dollars and cents or a fraction thereof, to be used in computing the charge for property transported.

“Shipment” is a lot of freight tendered to this carrier by one consignor at one time at one point of origin on one bill of lading or shipping order for delivery to one consignee at one destination.

“Site” means a particular platform or specific location for loading and/or unloading at a point.

“Surcharge” means a charge in addition to all lawful weight charges due to the carrier.

“To” when used in the tariff or schedule to connect two (2) numbers, will include both numbers.

“Towne” or “Towne Air Freight” means Towne Air Freight, LLC and all of its affiliated companies, including but not limited to Rocket Expedited Services, LLC, Synergy Cargo Logistics, Inc. d/b/a Towne Cargo Services, LLC, and Towne Network Solutions, LLC (to the extent applicable as a property broker).

“Truck” or “Vehicle” means any vehicle or vehicles propelled or drawn by a power unit and used on highways in the transportation of property.

“Truckload” (T/L) rates or classes are those for which a truckload minimum weight is provided and the charges will be assessed at the truckload minimum weight shown in the tariff or schedule, except that the actual weight will apply when in excess to the minimum weight shown.

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### **TARIFF APPLICATION - ITEM 111**

(a) Unless otherwise provided herein, the rules in this tariff apply only on traffic governed by tariffs making reference hereto.

Where reference is made to classifications, tariffs, or portions thereof, such reference will include amendments to or successive issues of such classifications, tariffs or portions thereof.

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### **NMFC COMMODITY DESCRIPTION HEADINGS - ITEM 112**

Descriptive generic headings published in tariffs governed by this tariff which correspond to description headings in NMFC, will be understood to include all qualifying statements shown in NMFC in connection with such headings as well as all notes in NMFC to which such headings are made subject. See example below.

Example: Where the heading "Nickel Group, viz;" is referred to in the heading of a commodity rate item, such heading will be subject to Item 139740 of NMFC including the notes named in Items 139742 and 139744 of NMFC.

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### **NMFC RELEASED OR ACTUAL VALUE CONDITIONS - LTL/COMMERCIAL SHIPMENTS - ITEM 113**

When the rates provided in this tariff or tariffs governed by this tariff are applied on commodities as listed in the NMFC subject to released or actual value conditions, the released or actual value provided in the NMFC for that commodity shall be used for the purpose of settling loss and damage claims, however, in any event, not to exceed the actual value of the commodity.

In all cases, where an article or articles makes reference to a released or actual value provision and the shipper (or agent representing the shipper) fails to properly mark the original bill of lading with the released or actual value; and the settlement of a claim is in question, the carrier is liable for the lowest released or actual provision provided by the NMFC item making reference to a release or actual value provision, when the NMFC fails to clearly specify which value to use when the original bill of lading is not marked properly by the shipper or its assigns.

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**HANDLING FEES/CUSTOMS ON INBOND FREIGHT - ITEM 114**

Fees for import services will vary depending on the market and are subject to change without prior notice. Once freight is tendered into a bonded facility, the following fees will apply with no exceptions.

An additional fee of \$25.00 will be assessed on Inbond shipments moving Airport to Airport. This is a flat fee regardless of length of haul or shipment weight and is in addition to normal freight charges.

**Air Freight**

Terminal Handling Fee	\$30 Per HAWB
Cross Dock	\$15 Min, \$1.50 per CWT, \$150 max 3 free business days, \$15 min, \$1.25 per cwt
Storage Fee	\$25, \$3 per cwt, \$50 max
LD 3 (breakbulk)	\$50 min, \$3 per cwt, \$150 max
LD 7 (breakbulk)	\$40
Personal Shipment Fee	\$38 min, \$1.75 per cwt, \$250 max
Customs Exam Transfer Fee	\$25 min, 1% of the COD amount, \$100 max
COD Fee	\$25
General Order Documentation Prep Fee	\$25
Local Delivery Rates	On Request

**Ocean Container Devanning**

Terminal Handling Fee	\$30
Devanning Fee LCL	Market Rate
Skid Fee	\$5 5 free business days, \$15 min, \$1.25 per cwt
Storage Fee	\$40
Personal Shipment Fee	On Request
Full Ocean Container Unload	On Request
General Order Documentation Prep Fee	\$25
Local Delivery Rates	On Request

**Miscellaneous Fees**

CF 7512 Preparation Fee	\$30
6043 Delivery Ticket Permit to Transfer	\$30

The above rates apply to Towne Air Freight terminals only, agent terminals should be called directly for a quote.

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**RATE QUOTES - ITEM 115**

When carrier had furnished either orally or in writing an estimate of published tariff charges, such estimate will be given on the basis of the effective published tariff provision(s) as applicable to those facts concerning the shipment(s) which are made known to carrier.

Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges. Charges furnished in rate quotes are not binding either on the carrier or the shipper.

All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, as applicable to the weight, commodity or commodities shipped and transportation and related services performed in connection therewith.

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**PRICING AGREEMENTS - ITEM 116**

Tendering shipments into the Towne Air Freight system on or after the effective date of a pricing agreement is acceptance of pricing and terms, including liability, released value and applicable accessorial and special charges.

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**ARRIVAL NOTICE AND UNDELIVERED FREIGHT - ITEM 345****ARRIVAL NOTICE**

(a) Actual tender of delivery at a consignee's place of business constitutes the notice of arrival of a shipment.

If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee no later than the next business day following the arrival of shipment.

The notice will be given by the telephone, if convenient or practicable, otherwise by letter, facsimile or electronic mail. This notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of the shipment.

**UNDELIVERED FREIGHT**

If the freight cannot be delivered because of the consignee's failure or inability to accept it, or because the carrier cannot locate the consignee, or if the freight cannot be transported because of an error or omission on the part of the consignor, this carrier will make a diligent effort to notify the shipper promptly that the freight is in storage and the reasons thereof.

Undelivered freight will be subject to the applicable storage charges or detention charges named elsewhere in this tariff.

On undelivered shipments, disposition instructions received prior to tender of delivery will not be accepted as authority to reship or return a shipment or to limit storage or detention liability.

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**BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES - ITEM 360  
(COMMERCIAL/LTL CUSTOMERS ONLY)**

The rates and charges named herein and in tariffs and schedules making reference hereto apply only when a quantity of freight is tendered for transportation to this carrier and made subject to the provisions of the Uniform Straight Domestic Bill of Lading or Straight Bill of Lading - Short Form. All rates, terms and conditions of common carriage are governed by the carrier's Bill of Lading or the uniform Bill of Lading unless a written agreement, separate from the Bill of Lading, is signed by an authorized representative of Towne Air Freight.

(a) The return of any part of the bill of lading or proof of delivery or copies thereof will be free of charge for the first two copies requested. Any subsequent requests for copies after the first two copies have been provided will be assessed \$5.00 for each copy.

(b) Copies of freight bills or statements of transportation charges in excess of the number specified in Section 1 (e), a charge of 50 cents per page will be assessed.

(c) The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submitting with freight bills or statements of charges, a charge of 48 cents per line of itemization, listing or description (or portion thereof) subject to a minimum charge of \$18.00 per page per copy will be assessed.

(d) A charge of \$2.00 per page for each form or copy will be assessed for any form or copies of forms, other than those described in (a) ), that are to be submitted with freight bills or statements of charges,.

(e) The carrier does not obligate itself to deliver a proof of delivery document but agrees to make a diligent effort to perform the service.

(f) Only designated representatives, not drivers, are authorized to negotiate rates and terms. A driver's signature on any bill other than the uniform Bill of Lading or the carrier's Bill of Lading simply acknowledges receipt of shipment.

When a shipper requires that a copy of the bill of lading be furnished as a prerequisite to payment the bill of lading must be clearly and prominently marked by the shipper with specific instructions directing its return with freight bill.

The provisions of Section 2 (a) of NMFC 100, Item 360, do not apply, and in lieu thereof, the following applies:

Section 2 (a). The name and address of only one consignor and one consignee and only one destination shall appear on a bill of lading.

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**BILL OF LADING CHANGE OF PAYMENT TERMS, RE-CLASSIFICATION, INCORRECT OR  
INCOMPLETE INFORMATION  
- ITEM 361**

- (1) When a shipper changes the shipment terms and/or a corrected bill of lading is issued a flat fee of \$5.00 will be applied.
- (2) When a shipper applies an incorrect classification or no classification of freight was provided on the bill of lading a flat fee of \$5.00 will be applied.
- (3) When the shipper does not provide a proper description or NMFC number, we will rate this shipment based on a full density rated item to determine the class of the move.

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**CLAIMS - LOSS, DAMAGE OR DELAY - ITEM 407**

**FILING OF CLAIMS**

- (a) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in the case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed [and an amount certain or calculatable be stated therein]; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.” (emphasis added and additional words added in [brackets]) see 49 CFR 1035 Appendix A & B. (on web)

- (b) Claims for loss, damage or delay to cargo will not be paid voluntarily by this carrier and must be filed in writing with this carrier by the claimant. A communication in writing (1) containing sufficient facts to identify the shipment (or shipments) involved; (2) asserting liability for alleged loss, damage or delay to cargo; and (3) making claim for a specified amount of money shall be considered as sufficient compliance with the requirements of this paragraph.
- (c) Appraisal reports of damage, notations of shortage or damage, or both, on freight bills or delivery receipts, or inspection reports issued by this carrier, whether the extent of loss or damage is indicated in dollars and cents or otherwise, shall, standing alone, not be considered by this carrier as sufficient compliance with the requirements of paragraphs (a) and (b) above.
- (d) Whenever this carrier is presented with a claim for an uncertain amount, it shall determine as nearly as possible the extent, if any, of the loss or damage for which it is responsible. This carrier shall not, however, voluntarily pay a claim under such circumstance unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed by the claimant.

#### **ACKNOWLEDGEMENT OF CLAIMS**

This carrier shall, upon receipt in writing of a claim in the manner prescribed above, acknowledge the receipt of such claim by this carrier, unless this carrier shall have paid or declined such claim in writing within thirty (30) days of the receipt thereof. This carrier shall indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as it's preliminary examination of the claim, as filed, may have revealed.

This carrier shall, at the time each claim is received, create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of that claim and all records and correspondence with respect to that claim, including formal acknowledgement of receipt, and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time each claim is received, the carrier shall cause the date of receipt to be recorded on the face of the document and the date of the receipt shall also appear on the carrier's written acknowledgement of receipt of claimant.

#### **INVESTIGATION OF CLAIMS**

- (a) Each claim filed against this carrier in the manner prescribed above shall be promptly and thoroughly investigated.

When a necessary part of the investigation, each claim shall be supported by the original bill of lading evidence of freight charges and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made there from, certified by the claimant to be true and correct with respect to property and value involved in the claim; or certification of price and value, with trade or other discounts, allowances or deductions of any nature whatsoever and the term thereof, or depreciation reflected thereon. However, when the property involved has invoiced to the consignee shown on the bill of lading or where invoice does not show price or values, or where property involved has not been sold, or where property has been transferred at bookkeeping values only, this carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported or involved, and to certify the correctness thereof in writing.

When an asserted claim for loss or entire package or an entire shipment cannot be authenticated upon investigation, this carrier shall obtain from the consignee of the shipment involved a certified statement that the property for which claim is filed has not been received by another source.

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**DISPOSITION OF CLAIMS**

This carrier shall pay, decline to pay or make a firm compromise settlement offer in writing within one hundred-twenty (120) days after receipt of the claim by this carrier. However, if the claim cannot be processed and disposed of within one hundred-twenty (120) days after receipt thereof, this carrier shall, at that time and at the expiration of each succeeding sixty (60) day period while the claim remains pending advise claimant in writing of the status of claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such advise to the claimant in its claim file thereon.

In no case will this carrier accept responsibility for consequential damage or special damages beyond the value of the goods or portion thereof that are the subject of the claim.

**DISPOSITION OF SALVAGE**

Whenever property transported by this carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or other person entitled to receive such property, this carrier, after giving due notice, whenever practicable to do so, to the owner and other parties having an interest therein, and, unless advised to the contrary after giving such notice, shall undertake to sell or dispose such property directly or by the employment of a competent salvage agent. This carrier shall only dispose of the property in a manner that will fairly and equally protect the interests of all parties having an interest therein. This carrier shall make an itemized list sufficient to identify the property involved, so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. This carrier shall also assign to each lot of such property a successive lot number and show that number on its record of shipment and claim, if any is filed thereon.

This carrier shall not dispose of any salvage materials or goods directly to an agent or employee of this carrier or through a salvage agent or company in which this carrier or one or more of its directors, officers or managers has any interest, financial or otherwise.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner prescribed in paragraph (a) Upon receipt of a claim on a shipment on which salvage has been processed in the manner prescribed in paragraph (a) above, this carrier shall record in its claim file thereon the lot number assigned, the amount recovered, if any, and the person or persons lawfully entitled to receive same.

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**CLAIMS - CONCEALED DAMAGE - ITEM 410**

Contrary to the provisions of Item 407 of this Tariff, in the case of concealed damage, which is not apparent at the time of delivery by this carrier, this damage must be reported to this carrier and a request for physical inspection of the damage by this carrier or its agent must be made in writing to this carrier within fifteen (15) days of the date of delivery.

(a) All other provisions of Item 407 governing the handling of claims - loss, damage or delay - will continue to apply.

If more than one carrier participates in the haul, each carrier is responsible for its pro rate share of the carrier's one-third (1/3) portion of the total loss. If at this carrier's discretion it moves the shipment through an agent or interline carrier, it assumes the entire carrier's one-third (1/3) portion of the total loss.

Carrier's liability will not be assumed or modified due any sort of tip, shock, or damage indicators (a.k.a. "tip-n-tell" or "shock watches"). Claims referencing any type of such indicators shall not be appraisal of damage and CONCEALED DAMAGE ITEM 410 procedures must be followed.

**CLAIMS – OVERCHARGE, DUPLICATE AND UNIDENTIFIED PAYMENT or COD - ITEM 419****SECTION I – DEFINITIONS**

"Overcharge" as used in this item shall be deemed to mean charges for transportation services in excess of those applicable under the tariffs lawfully on file. It also includes duplicate payments as defined under paragraph (b) of this section when a dispute exists on such charges.

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

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

"COD" or "Collect on Delivery" As used in this item shall be deemed to mean any and all funds requested by the shipper, forwarder or broker to be picked up from the consignee at the time of the delivery.

"Claimant" means any shipper or receiver, or its agent, filing a request with a carrier for a refund of an overcharge or duplicate payment.

**SECTION II - FILING AND PROCESSING CLAIMS**

A claim for overcharge, duplicate payment or uncollected COD shall not be paid unless filed in writing with the carrier that collected the transportation charges within one hundred-eighty (180) days (6 months) of receipt of the bill in questions. The collecting carrier shall be the carrier to process all 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 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.

A single claim may include more than one shipment, provided the claim on each shipment involves the same tariff issues, authority or circumstances, and was provided as a single line service by the same carrier or service by the same interline carriers.

**SECTION III - DOCUMENTATION OF CLAIMS**

Claims for overcharge, duplicate payment or uncollected COD shall be accompanied by sufficient information to allow the carrier to conduct an investigation and pay or decline the claim within the time limits set forth in Section VII. Claims should include the name of the claimant, its file number, if any, and the amount of the refund or payment sought to be recovered, if known.

Claims sought for overcharges shall be accompanied by the original freight bill. Additional information may include, but not limited to, the following:

The rate, classification or commodity description or weight claimed to have been applicable;

Complete tariff authority for the rate, classification or commodity description;

(1) Freight bill payment information;

(2) Other documents or data, which is believed by the claimant to substantiate the basis for its claim.

Claims for duplicate payment shall be accompanied by the original freight bill for which charges were paid and by freight bill payment information.

Claims for uncollected COD shall be accompanied by the original Bill of Lading related to the subject freight move.

Regardless of the provisions of paragraphs (a), (b) and (c) above, the failure to provide sufficient information and documentation to allow carrier to conduct an investigation and pay or decline the claim within the allowable time limit shall not constitute grounds for the disallowance of a claim. Rather, this carrier shall comply with Section IV, paragraph (c) to obtain the additional information needed.

This carrier shall accept copies instead of original documents required to be submitted in this section where this carrier is furnished with an agreement entered into by the claimant, which indemnifies the carrier from subsequent duplicate claims, which might be filed and substantiated with original documents.

#### **SECTION IV - INVESTIGATION OF CLAIMS**

(a) Upon receipt of claim, whether written or otherwise, the processing carrier shall promptly initiate an investigation and establish a file, as required by Section V.

If this carrier finds an overcharge or duplicate payment, which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions of Section VIII.

In the event the carrier processing the claim requires information or documentation in addition to that submitted with the claim, the carrier shall notify claimant and request the information required. This includes notifying the claimant that written claim must be filed before the carrier becomes subject to the time limits for settling such claims under Section VII.

#### **SECTION V - CLAIM RECORDS**

At the time a claim is received, this carrier shall create a separate file and assign to it a successive claim file number and note that number on all documents filed in support and on all records and correspondence with respect to that claim, including written acknowledgement of receipt as required under Section VI. If pertinent to the disposition of the claim, the carrier shall also note that number on the shipping order and delivery receipt, if any, covering that shipment.

#### **SECTION VI - ACKNOWLEDGEMENT OF CLAIMS**

Upon receipt of a written claim, this carrier shall acknowledge its receipt in writing to the claimant within thirty (30) days after the date of receipt except where this carrier shall have paid or declined in writing within thirty (30) days. This carrier shall also include the date of receipt in its written acknowledgement and also shall enter this date on the face of the written claim.

#### **SECTION VII - DISPOSITION OF CLAIMS**

This processing carrier shall pay, decline to pay or settle each written claim within sixty (60) days after its receipt by this carrier, except where the claimant and the carrier agree in writing to a specific extension of time based on extenuating circumstances. If this carrier declines to pay or makes a settlement in an amount different from that sought, the carrier shall notify the claimant, in writing, of its reason(s), citing all pertinent information developed in its investigation.

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**SECTION VIII - DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS**

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When a carrier, which participated in a transportation movement but did not collect the transportation charges, finds an overpayment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint line haul) discovers or is notified by such a participating carrier that an overcharge or duplicate payment exists for any transportation charge which has not been the subject of a claim, that carrier shall create a file as if a claim had been submitted and shall record in that file the date it was discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to a person that made the duplicate payment within thirty (30) days from the discovery or date of notification.

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**CONSOLIDATION AND DISTRIBUTION OF POOL SHIPMENTS - ITEM 460**

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(a) Except as otherwise provided in this tariff or in tariffs or schedules making reference hereto, consolidation and distribution will be provided subject to the following provisions:

Consolidation and distribution will be performed only on single shipments moving on one bill of lading from one shipper at one point of origin or in care of this carrier's consolidation point to one consignee at one point of destination or at one point of distribution at this carrier's distribution point.

Freight charges from point of origin to point of consolidation and from point of origin to point of distribution must be prepaid.

All consolidation and handling charges must be paid by the consignee; all distribution and handling charges must be paid by the shipper.

On each unit or lot of freight which the consignee and/or consignor elects to make its own arrangements for pickup and/or delivery service and which unit or lot freight is accepted or picked up by the consignee and/or forwarding carrier beyond, at this carrier's freight dock or platform, a handling fee of one and half cent per pound (\$.015) will be assessed subject to a minimum charge of \$15.00 and a maximum charge of \$150.00.

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**CONTROL AND EXCLUSIVE USE OF VEHICLES - ITEM 470**

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A shipment may be accorded special services contrary to the provisions of the bill of lading or other contracts of carriage under the following conditions and circumstances:

When a shipper desires to utilize a vehicle or vehicles for the exclusive transportation of a shipment, from origin to destination, for security reasons, or for need for segregation or separation of other freight or for any special need of the shipper or consignee, a vehicle or vehicles will be furnished subject to the conditions and charges provided in this item and in other items within this tariff and tariffs and schedules making reference hereto.

Arrangements must be made with this carrier prior to the loading of the vehicle or vehicles.

Bill of Lading must be endorsed by the shipper substantially as "EXCLUSIVE USE OF VEHICLE (VEHICLES) ORDERED BY SHIPPER (CONSIGNEE)" and signed by the person ordering the service.

Except as otherwise provided, charges for this service will be as published elsewhere in this tariff or on tariffs or schedules making reference hereto.

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**DETENTION - VEHICLES WITH POWER UNITS - ITEM 500**

Free time of one-half (1/2) of one hour will be allowed for the purposes of loading or unloading of a 1 - 10,000# shipment from this carrier's vehicle. Free time of one hour will be allowed for the purposes of loading or unloading a 10,001 - 40,000 lb. shipment.

Time for loading will begin with the actual or constructive placement of this carrier's vehicle at the shipper's place of business at the point of origin and will end when the shipment is loaded and the vehicle is released by the shipper.

Time for unloading will begin with the actual or constructive placement of this carrier's vehicle at the consignee's place of business at the point of destination and will end when the shipment is unloaded and the vehicle is released by the consignee.

All time in excess of the free time outlined in (a) will be subject to the following detention charges: \$60.00 for the first hour or portion thereof and \$15.00 for for each additional fifteen (15) minutes or portion thereof.

The detention charges as outlined in paragraph (d) above will be assessed against the shipper in the case of the loading and against the consignee in the case of unloading, irrespective of whether the line haul transportation charges are collect or prepaid. In the case of detention time, which is attributable to others who are not a party to the bill of lading contract, the charges will be assessed against the shipment.

NOTE 1: "Actual Placement" means the placing of this carrier's vehicle at a site designated by the shipper or consignee as the place for loading and unloading.

NOTE 2: "Constructive Placement" means the holding of this carrier's vehicle at a place other than that designated by the shipper or consignee as the loading or unloading point due to the inability of the shipper or the consignee accept the vehicle at the designated loading or unloading point after notification.

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**DETENTION - VEHICLES WITHOUT POWER UNITS - ITEM 501**

This item applies when this carrier's vehicles without power units are delayed or detained on the premises of the shipper or the consignee or other premises designated by them, subject to the following provisions:

Subject to the availability of equipment, this carrier will place vehicles for the purpose of loading or unloading, or both, on the premises of the shipper or the consignee or on premises designated by them.

Loading and/or unloading will be performed by employees of the shipper or the consignee or by other parties designated by them.

Carrier responsibility for safeguarding shipments loaded into vehicles placed under the provisions of this item will begin when the loading has been completed and possession of the vehicle is taken by this carrier.

Carrier responsibility for safeguarding shipments unloaded from vehicles placed under the provisions of this item will cease when the vehicle is placed at the site designated by the consignee.

Vehicles placed under the provisions of this item will be allowed 24 hours of free time for loading or unloading, or both. Such time will commence with the placement at the site designated by the shipper or consignee and will end with the notification of the shipper or consignee to this carrier that the vehicle is loaded or unloaded.

Detention charges as outlined in paragraph (g) below will be assessed against the shipper in the case of loading and against the consignee in the case of unloading, irrespective of whether the line haul transportation charges are prepaid or collect.

For all time in excess of the free time as outlined in paragraph (e) above a fee of \$50.00 will be assessed for the first and each succeeding 24-hour period or portions thereof.

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### **DISPOSITION OF DAMAGED HAZARDOUS MATERIALS - ITEM 505**

It is the responsibility of the shipper and/or owner of the goods to properly dispose of hazardous materials in compliance with all applicable state and federal laws, in the event the goods are damaged while in the care of Towne Air Freight or one of its agents, based on the following guidelines:

The damaged shipment is contained so as not to cause any harm to environment, equipment, employees, or any other person who may come in contact with this shipment.

This carrier or its agent will return this damaged shipment at no charge to the pertinent party for disposal.

Reimbursement for the proper disposal of the affected hazardous material will be settled through the claim process as defined in this publication.

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### **DISTANCES - ITEM 510**

Except as otherwise provided herein or in tariffs or schedules making reference hereto, mileage shown in the current version of the PC Miler, amendments thereto and subsequent reissues thereof, shall be used to determine distances between points of origin and points of destination on applicable shipments. In the determination of miles, a fraction of a mile shall be considered as a mile in all instances.

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### **EXTRAORDINARY VALUE SHIPMENTS - ITEM 562**

This carrier accepts liability for property of its shipper received for transportation under the provisions of this tariff, and tariffs and schedules making reference hereto, from all risks of physical loss or damage thereto, subject to the provisions of Items 848 and 998 of this tariff, with the exception of, certain products, including:

- antiques,
- Treasury bills,
- bullion,
- contraband or property of illegal transport or trade,
- deeds,
- evidence of debt,
- mail,
- manuscripts,
- drawings and mechanical drawings,
- money, notes, and securities,
- precious stones,
- valuable records or papers,
- works of art, any or all of which will not be accepted for transport or storage.

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**DISPOSITION OF FRACTIONS - ITEM 565**

In the event that calculations are required which produce fractions, the number shall be rounded to the nearest whole cent. If .5 or more, increase to the next highest cent.

For rating purposes, shipment weights shown in fractions of a pound will be rounded to the nearest whole pound. If less than .5, reduce to the next lower pound. If .5 or more, increase to the next higher pound.

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**FREIGHT CHARGES - ITEM 567**

Freight charges are the primary responsibility of the debtor as indicated on the original shipping document. If transportation charges are not paid by the original debtor within 30 days of the date of invoice, the shipper/consignee assumes full responsibility to pay this carrier's charges in full. If the debtor is not indicated on the original shipping document, all charges will be the responsibility of the consignee.

Should this carrier be required to join a particular payment plan of any financial institution in order to receive payments of its freight charges, an additional surcharge of ten (10) percent will be added to all applicable charges.

Should it be necessary for this carrier to utilize the services of a collection agency or to resort to other legal action in order to collect any outstanding freight charges, all costs involved, including reasonable attorney fees, in doing so, plus a surcharge of twenty (20) percent will be added to all other applicable charges and will be considered as a part of the outstanding freight charge.

**FREIGHT SURCHARGE - FUEL - ITEM 568**

The level of Towne Air Freight's LTL and TL fuel surcharge is based upon the U.S. National Diesel Fuel Index. This index is adjusted by the Energy Information Administration (E.I.A.) of the U.S. Department of Energy and is available by telephone at 202-586-6966 and on their internet site.

The fuel surcharge percentages for Towne Air Freight LTL and for TL shipments respectively will be subject to weekly adjustment. The adjustment will be made according to the table below. The fuel surcharge will be based on the price per gallon of diesel fuel stated by the U.S. Department of Energy in their weekly reports each Monday. Fuel will be rounded to the nearest cent. The effective periods will be from Monday in the succeeding week through the next Sunday. Any such surcharge will be applied in an equitable manner to all shipments having similar characteristics and will be applied to such periods as we may determine necessary. Visit [www.towneair.com](http://www.towneair.com) for current fuel surcharge.

		TL / Excl / Cap					TL / Excl / Cap		
Min	Max	LTL	%	%	Min	Max	LTL	%	%
\$2.75	\$2.79		17.50%	23.33%	\$4.40	\$4.44		34.00%	45.33%
\$2.80	\$2.84		18.00%	24.00%	\$4.45	\$4.49		34.50%	46.00%
\$2.85	\$2.89		18.50%	24.67%	\$4.50	\$4.54		35.00%	46.67%
\$2.90	\$2.94		19.00%	25.33%	\$4.55	\$4.59		35.50%	47.33%
\$2.95	\$2.99		19.50%	26.00%	\$4.60	\$4.64		36.00%	48.00%
\$3.00	\$3.04		20.00%	26.67%	\$4.65	\$4.69		36.50%	48.67%
\$3.05	\$3.09		20.50%	27.33%	\$4.70	\$4.74		37.00%	49.33%
\$3.10	\$3.14		21.00%	28.00%	\$4.75	\$4.79		37.50%	50.00%
\$3.15	\$3.19		21.50%	28.67%	\$4.80	\$4.84		38.00%	50.67%
\$3.20	\$3.24		22.00%	29.33%	\$4.85	\$4.89		38.50%	51.33%
\$3.25	\$3.29		22.50%	30.00%	\$4.90	\$4.94		39.00%	52.00%
\$3.30	\$3.34		23.00%	30.67%	\$4.95	\$4.99		39.50%	52.67%
\$3.35	\$3.39		23.50%	31.33%	\$5.00	\$5.04		40.00%	53.33%
\$3.40	\$3.44		24.00%	32.00%	\$5.05	\$5.09		40.50%	54.00%
\$3.45	\$3.49		24.50%	32.67%	\$5.10	\$5.14		41.00%	54.67%
\$3.50	\$3.54		25.00%	33.33%	\$5.15	\$5.19		41.50%	55.33%
\$3.55	\$3.59		25.50%	34.00%	\$5.20	\$5.24		42.00%	56.00%
\$3.60	\$3.64		26.00%	34.67%	\$5.25	\$5.29		42.50%	56.67%
\$3.65	\$3.69		26.50%	35.33%	\$5.30	\$5.34		43.00%	57.33%
\$3.70	\$3.74		27.00%	36.00%	\$5.35	\$5.39		43.50%	58.00%
\$3.75	\$3.79		27.50%	36.67%	\$5.40	\$5.44		44.00%	58.67%
\$3.80	\$3.84		28.00%	37.33%	\$5.45	\$5.49		44.50%	59.33%
\$3.85	\$3.89		28.50%	38.00%	\$5.50	\$5.54		45.00%	60.00%
\$3.90	\$3.94		29.00%	38.67%	\$5.55	\$5.59		45.50%	60.67%
\$3.95	\$3.99		29.50%	39.33%	\$5.60	\$5.64		46.00%	61.33%
\$4.00	\$4.04		30.00%	40.00%	\$5.65	\$5.69		46.50%	62.00%
\$4.05	\$4.09		30.50%	40.67%	\$5.70	\$5.74		47.00%	62.67%
\$4.10	\$4.14		31.00%	41.33%	\$5.75	\$5.79		47.50%	63.33%
\$4.15	\$4.19		31.50%	42.00%	\$5.80	\$5.84		48.00%	64.00%
\$4.20	\$4.24		32.00%	42.67%	\$5.85	\$5.89		48.50%	64.67%
\$4.25	\$4.29		32.50%	43.33%	\$5.90	\$5.94		49.00%	65.33%
\$4.30	\$4.34		33.00%	44.00%	\$5.95	\$5.99		49.50%	66.00%
\$4.35	\$4.39		33.50%	44.67%	\$6.00	\$6.04		50.00%	66.67%

If the national average price for a gallon of diesel fuel rises above the table above, the surcharge will increase proportionately. Fuel Surcharge percentages are subject to change without notice. The fuel charge is shown as a separate amount on our freight bill.

\*TL / Excl. – Truckload / Exclusive / Cap is defined as any shipment being billed as an Exclusive or greater than or equal to 17,000 pounds or at a cap rate.

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**IMPRACTICABLE OPERATIONS - ITEM 570**

Pickup and delivery service will not be performed at any site to or from which such performance is impracticable or unsafe, through no fault of this carrier or its agent, because of conditions of roads, streets, alleys, driveways, inadequate loading facilities, riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance as tending to create a responsible apprehension of danger to persons or property.

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**INSIDE DELIVERY CHARGES - ITEM 572**

This Item is cancelled see Inside Delivery – ITEM 750

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**LIABILITIES NOT ASSUMED - ITEM 574**

- (a) The carrier shall not be liable for any loss, damage, delay, mis-delivery, non-delivery, or other result not caused by its own negligence.
- (b) Without limiting the generality of paragraph (a) of this rule, the carrier shall not be liable for any loss, damage, delay, mis-delivery, non-delivery, or other result caused by:
- (1) The act, default or omission of the consignee, shipper or any other party claiming interest in the shipment.
  - (2) The nature of the shipment of defect or inherent vice therein.
  - (3) Improper or insufficient packing, securing or addressing or any other violation of the terms contained herein.

Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, quarantine, riots, strikes, civil commotions or hazards incident to a state of war.

Acts or omissions of any person other than the carrier, including compliance with delivery instructions from the shipper or consignee.

- (b) The carrier shall not be liable in any event for any consequential or special damages arising from transportation subject to tariffs governed by these rules whether or not the carrier had knowledge that such damages might be incurred.

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**EXTRA LABOR - ITEM 578**

If the shipper or consignee requests extra labor be made available to assist this carrier's driver in the loading or unloading of this carrier's vehicle, a charge of \$55.00 per hour per extra labor will be assessed in addition to all other lawful charges applicable to the shipment. A minimum charge of two hours will be automatically assessed, with timing being from portal to portal additional charges of \$55.00 per labor-hour or portion thereof will be assessed in 15-minute increments.

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**OVER-DIMENSIONAL AND OVER-WEIGHT FREIGHT - ITEM 670**

Shipments which contain articles, any one of which, when loaded on a standard highway vehicle, exceed Federal, State and Municipal weight restrictions or exceed one or more of the following dimensions: height: 8 feet; width: 8 feet; length: 42 feet; will be transported subject to the following conditions and charges:

- (a) Arrangements for transporting over-dimension or over-weight shipments provided for above must be made with this carrier before the shipments or any portion thereof is tendered for shipment.
- (b) Such shipments as are accepted will be subject to the freight charges based on 150 percent of the actual weight of the shipment or 150 percent of the established truckload minimum weight, whichever is greater, and at the truckload weight applicable thereto.
- (c) When Federal, State or Municipal regulations require that one or more flagmen or escort vehicles be used in transporting shipments as described herein, an additional charge of \$2.00 per mile, per person and/or escort vehicle will be assessed from origin to destination. All additional expenses incurred with these escorts, such as meals, lodging and return transportation will be added to the above-stated charges.
- (d) Any tolls or fees paid to Federal, State or Municipal governments or divisions thereof, for special permits as may be required in connection with such movements as described herein, as well as expenses in connection therewith, such as long-distance telephone charges will be added to the transportation charges.

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**INSIDE DELIVERY - ITEM 750**

- (a) The term "Pickup" as used in this tariff means service performed by this carrier or its agent in calling for and collecting from a platform, doorway or shipping room directly accessible to the highway vehicle of this carrier or its agent at a warehouse, factory, store, place or business, or private residence.
- (b) The term "Delivery" as used in this tariff means service performed by this carrier or its agent in transporting freight to a platform, doorway or receiving room directly accessible to the highway vehicle of this carrier or its agent at a warehouse, factory, store, place or business, or private residence.
- (c) In no case shall the vehicle of this carrier or its agent be pushed or towed by other equipment in order to reach such place of loading or unloading.
- (d) Pickup and delivery services do not include the performance of delivery to or removal from basements or floors not directly accessible to the highway vehicle of this carrier or its agents, nor does it include packing, unpacking, erecting, dismantling, inspection of property or other such services.
- (e) Any pickup or delivery, other than described in paragraphs (a) and (b) will incur an additional surcharge of \$3.00 per hundredweight with a minimum charge of \$15.00.

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**DESTINATION SURCHARGES - ITEM 751**

- (a) An additional charge of \$25.00 will apply on all shipments delivered to or picked up from universities, schools, residences, hotels, motels, malls, churches or construction sites.
- (b) An additional charge of \$55.00 will apply on all shipments delivered to or picked up from conventions or trade shows; \$65.00 for McCormick Place, Navy Pier, Rosemont.

(c) An additional charge of \$40.00 will apply on all shipments delivered to or picked up from government installations.

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### **RECONSIGNMENT OR DIVERSION - ITEM 820**

Shipments subject to this tariff or to tariffs and schedules making reference hereto may be reconsigned or diverted subject to the following provisions and charges:

(a) When this carrier, at the request of the shipper, is required to change the name or address of the consignee or change the destination or place of delivery in order to effect delivery, and such change or changes is or are accomplished at a time directly prior to the initial point of destination or prior to or at time of delivery, a charge of \$25.00 per shipment will be made, or \$2.00 per cwt, whichever is greater.

(b) No charge will be made for any changes if correct shipping instructions are furnished to this carrier prior to the shipment being dispatched from the point of origin.

(c) This carrier does not obligate itself to reassign or divert shipments at points short of the initial destination, but if requested to do so by the shipper a reasonable effort to do so will be made.

(d) Charges for reconsigned or diverted shipments will be the charge from point of origin to point of reconsignment or diversion plus the charge from point of reconsignment or diversion to point of final destination, or the charge from point of origin to point of final destination, whichever is greater.

(e) A request for reconsignment or diversion must be confirmed with this carrier in writing by the shipper.

(f) 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 or in the bill of lading, shipping order, shipping label or container as authority to reship, return or reassign a shipment.

(g) Only entire shipments, not portions of shipments, may be reconsigned.

(h) An order for reconsignment of a shipment moving under a uniform order bill of lading will not be considered valid unless and until the original bill of lading is surrendered as cancelled, endorsed or exchanged.

(i) Instruction for reconsignment of COD shipments will be accepted only from the consignor.

(j) Shipments moving under the provisions of this item that require marking or tagging in order to comply with the provisions of NMFC 100 Item 580 will be marked or tagged by the carrier, subject to charges for Marking or Tagging. Or if the carrier is specifically requested to mark or tag shipments by the consignor or consignee, the shipment will be subject to charges for Marking and Tagging.

(k) Charges also apply for reconsignment to points and places outside of the original destination point provided such areas are:

(1) Subject to the same line haul rate as the original destination point and;

(2) Within the following mileages measured from the municipal limits of the original destination points. Original destination point is defined as any point from original destination which is serviced by the same terminal.

(3) If any portion of an incorporated municipality falls within the mileages shown, the entire municipality shall be included.

(l) If, before a shipment has left carrier's terminal at point of origin, the shipper requests that the shipment be returned to the original place of shipment or delivered to another carrier or relinquished to another carrier at carrier's terminal, such service will be subject to a charge of \$2.00 per hundred weight with a minimum charge of \$25.00 per shipment.

(m) Upon instructions received by the originating carrier prior to receipt of shipment at point of 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 thereof (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 \$35.00 per shipment.

(n) When consignor or consignee or its agent elects to accept shipment at carrier's terminal located at reconsignment point, charges will be assessed on the basis of the applicable rate from point of origin to reconsignment point plus a reconsignment charge of \$2.00 per 100 pounds subject to a minimum charge of \$25.00.

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### **REDELIVERY - ITEM 830**

(a) When a shipment is tendered for delivery and, through no fault of this carrier or its agent such delivery cannot be accomplished, no further tender will be made without the authorization of the shipper. Shipments to be redelivered are subject to the following provisions and charges:

(1) If one or more tenders are made at the designated place of delivery a charge of \$27.00 per shipment or \$2.00 per cwt, whichever is greater, will be assessed in addition to the original delivery charges.

(2) If, in lieu of final delivery at the consignee's place of business, the consignee elects to accept delivery at this carrier's premises, a charge of fifty (50) cents per 100 pounds, subject to a minimum of \$15.00 and a maximum charge of \$50.00 per shipment will be added to all other applicable charges.

(3) In connection with shipments consigned to private residences, apartments, churches, schools, camps and other such locations, the provisions of this item will apply only after this carrier has reached agreement with the consignee regarding the date and time (morning or afternoon) of delivery of the shipment and this carrier or its agent, through no fault of the consignee, is unable to effect delivery.

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### **NOTIFICATION FEE – ITEM 831**

When a delivery order, bill of lading or other shipping order is tendered bearing any notation requesting carrier to notify consignee prior to delivery by any means whatsoever, the charge for this service shall be \$12.00 per shipment. Charges are to be paid by the party responsible for all freight charges. If there is no request for notification on the shipping document, but the consignee has a policy that they must be notified prior to delivery, the notification charge will be assessed. Not applicable to shipments weighing greater than 20,000 pounds.

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**LIMITED LIABILITY COMMODITIES (LTL/COMMERCIAL ACCOUNTS) - ITEM 847**

Carrier limits its cargo liability when transporting the following commodities to the lesser of the actual market value or 50 cents per pound of the kind and quantity of the freight damaged or destroyed. This item applies to all Towne Air Freight commercial, surface and interline movements. Included are the following materials:

Aluminum extrusions exceeding 8 feet in length  
Products with glass surfaces  
Clay pottery or articles made of clay  
Non-crated automotive and truck body parts, including bumpers and fenders  
Carpeting or vinyl flooring in rolls or remnants  
Coupons  
Household goods, personal effects and non-specific FAK commodities  
Assembled Furniture  
Oriental or Persian rugs  
Perfume products  
Light Poles  
Any item in excess of 10 feet in length that is insufficiently packaged or unpackaged.  
Light Fixtures

Carrier agrees to transport the following commodities only under the condition its cargo liability is limited to 5 cents per pound for damage, destruction of property or shortage/loss:

- Light bulbs
- Non-packaged freight or insufficiently packaged freight as per NMFC guidelines

**OTHER THAN NEW ITEMS**

Carrier limits its cargo liability for loss or damage on "other than new" commodities will be limited to a maximum liability of \$0.05 per pound per package. These provisions will apply on all commodities "other than new".

1. For the purpose of these provisions, commodities which have been rebuilt, reconditioned, remanufactured or refurbished will be considered as "other than new". Any item which does not carry the same warranty/guarantee as a new item shall be considered "other than new".
2. Liability for loss, damage or destruction of property bought over the internet from companies including, but not limited to eBay, Amazon and others, which is not new merchandise, will be subject to a maximum liability of \$0.05 per pound where carrier liability is established.

NOTE 1: If the shipper fails or declines to execute the above statement or fails to designate a value exceeding \$0.05 per pound, the shipment will not be accepted. But, if a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$0.05 per pound and the shipment will move subject to such limitation of liability. This shall also apply to any shipment which the shipper fails to designate as "used" and it is later found to be "used" within the definition shown in point 1 or 2 above. The carrier's liability for loss and damage will be predicated upon the lower of the following: 1) the weight of the articles

actually lost or damaged and not upon the total weight of the shipment or 2) the actual value of the articles lost or damaged.

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### **RELEASED RATES - ITEM 848**

#### **AIR FREIGHT, OCEAN AND INTERLINE SHIPMENTS - LIMITED LIABILITY AND EXCESS VALUATION**

- (a) Rates named in this tariff or in tariff and schedules making reference hereto are based on a released value by the shipper not to exceed 50 cents per pound per piece, subject to a maximum value of \$10,000 per shipment on a single bill of lading, pro or air bill.
- (b) The released value shall be deemed to relate to the gross weight of each shipping package separately and not to the shipment as a whole. In the case of loss or damage to a portion of the contents of a shipping package, the amount recoverable will be released value per pound multiplied by the gross weight of the package, but no more than the actual loss or damage.
- (c) If the shipper declares value higher than 50 cents per pound, the declared value or released value must be clearly shown on this carrier's bill of lading, pro or air bill, and the shipping document must be signed by the shipper.
- (d) The declared value charge for shipments received on this carrier's bills having a prior or subsequent move by air or sea, or interline shipments, to be transported at a value higher than 50 cents per pound will be 65 cents for each additional \$100 value or portion thereof, up to a maximum carrier liability of \$25,000 per bill.
- (e) This carrier's cargo liability for shipments received on another carrier's bills will be limited to 50 cents per pound, unless Towne Air Freight has accepted additional liability through the execution of a contractual agreement with the shipper or claimant.
- (f) For shipments of any kind transported with a stated or declared value in excess of \$10,000, advance warning must be given to a Towne Air Freight manager via a faxed written notice. This carrier only agrees to accept cargo liability stated if a written confirmation is returned via fax prior to the movement taking place.

#### **LTL/ COMMERCIAL TRANSPORTATION LIMIT OF LIABILITY AND EXCESS VALUATION**

- (a) Rates named in this tariff or in tariff and schedules making reference hereto are based on a released value by the shipper not to exceed \$10.00 dollars per pound per piece, subject to a maximum value of \$25,000 per shipment on a single bill of lading, pro or air bill.
- (b) Unless a value in excess of \$10.00 per pound per piece or \$25,000 per shipment is declared on the bill of lading by the shipper at the time of shipment, and excess liability coverage is requested, the liability of Towne Air Freight for loss and damage, will be limited to a maximum claim of \$10.00 per pound per piece or \$25,000 per shipment, whichever is less.
- (c) Liability will be established based on weight of the article(s) lost or damaged, not on the basis of the weight of the entire shipment. In no case will Towne Air Freight liability exceed shipper's actual loss irrespective of the amount of excess valuation coverage requested .

(d) At the option of the shipper, the shipper may request that the shipment liability be increased to full invoice value, not to exceed \$25,000 per shipment. When excess or extraordinary value coverage is requested, the carrier will assess an additional charge of 75 cents per \$100 of additional coverage requested in excess of the amount listed in paragraph (a) above.

(e) "Excess or extraordinary declared value coverage" will be considered as requested when the bill of lading contains a value statement that is in excess of \$10.00 per pound per piece or \$25,000 per shipment. This charge is in addition to any other freight charges accruing to the shipment and is to be paid by the party responsible for the payment. The charge for excess value coverage is not subject to any discounts that may apply to the shipment.

NOTE 1: Excess liability coverage is available only on single line traffic. On joint line traffic, the \$10.00 per pound per piece or \$25,000 per shipment liability limit will apply but excess coverage is not available. On shipments moving between the United States and Canada, the maximum liability will be \$2.00 per pound (in the currency of the origin), based on a total weight of the shipment with no excess coverage available. If any such extraordinary value shipment is inadvertently taken by the carrier, carrier's liability for loss or damage will be limited to a maximum of \$2.00 per pound based on the total weight of the shipment.

NOTE 2: The provisions of this item do not apply to any article which is subject to an actual value or released value provision in the NMFC book nor to any "used" item. Refer to Items 847. Articles tendered with an invoice value stated on the bill of lading at time of shipment exceeding the actual or released value of the articles tendered as provided in the NMFC 100 Classification or re-issues thereof will not qualify for excess liability coverage. Also this item will not apply on articles as listed in Items 562- Extraordinary Value Shipments and 847- Limited Liability Commodities.

NOTE 3: Corrected bills of lading to add or change the valuation will not be accepted after tender of delivery or if any part of the shipment is lost or damaged.

NOTE 4: All the terms and conditions of the uniform straight bill of lading still apply. Towne Air Freight will not be liable for loss or damage that is the result of:

- An Act of God
- The Public Enemy
- Act of Public Authority
- Act or default of the shipper or owner of the goods
- Inherent vice
- Any event not the direct result of the carrier's own negligence

NOTE 5: Towne Air Freight liability limitation will also apply when acting as a warehouse agent on behalf of the shipper or while the shipment is being held in storage (See Item 910).

NOTE 6: Articles tendered with an invoice stated on the bill of lading at time of shipment exceeding the actual or released value of the articles tendered as provided in the NMFC 100 Classification or re-issues thereof will not qualify for excess liability coverage.

(f) In the event of a conflict between this provision and any other provision in carrier's rules tariff, the provision which has the lower limitation shall apply.

- (a) Rates named in this tariff or in tariff and schedules making reference hereto are based on a released value by the shipper not to exceed \$10.00 dollars per pound per piece, subject to a maximum value of \$25,000 per shipment on a single bill of lading, pro or air bill.
- (b) Unless a value in excess of \$10.00 per pound or \$25,000 per shipment is declared on the bill of lading by the shipper at time of shipment, and excess liability coverage is requested, the liability of Towne Air Freight, for loss and damage, will be limited to a maximum claim liability of \$10.00 per pound or \$25,000 per shipment, whichever is less.
- (c) In determining the amount of liability, liability will be established based on the weight of the article(s) lost or damaged, not on the basis of the weight of the entire shipment.
- (d) At the option of the shipper, the shipper may request that the shipment liability be increased to full invoice value, not to exceed \$25,000 per shipment. When excess value coverage is requested, the carrier will assess an additional charge of 75 cents per \$100 of additional coverage requested in excess of the amount listed in paragraph (a) above, subject to a minimum charge of \$25.00 per shipment (See example below).

EXAMPLE: A shipper requesting \$20,000 additional excess coverage would enter of the bill of lading as follows:

"\$20,000 excess liability coverage requested"

or

"Excess liability coverage requested: \$20,000"

NOTE 1: Excess liability coverage is available only on single line traffic. On joint line traffic the \$10.00 per pound and \$25,000 per shipment liability limit will apply but excess coverage is not available. Single line traffic includes Towne Air Freight and its Canadian business partner at the time of delivery.

NOTE 2: The provisions of this item do not apply to any article which is subject to an actual value or a released value provision in the NMFC book or to any "used" item. Refer to Items 847 and 848 of the TOWE 100-B Rules Schedule for liability limits on these articles.

### **POINTS FROM CANADA TO U.S. - LTL/COMMERCIAL SHIPMENTS**

- (a) For purposes of transporting shipments, shipments showing a value on the bill of lading in excess of \$2.00 per pound will be considered as being of extraordinary value.
- (b) When a value in excess of \$2.00 per pound is shown on the bill of lading by the shipper at time of shipment, the carrier will assess an additional charge of 75 cents per \$100 of additional coverage required, subject to a minimum charge of \$25.00 per shipment (see example below), not to exceed \$25,000 per shipment.
- (c) In determining the amount of liability, liability will be established based on the weight of the article(s) lost or damaged, not on the basis of the weight of the entire shipment.
- (d) The charge for excess value coverage will be in addition to the otherwise applicable freight charges accruing to the shipment. The charges are to be paid by the party responsible for payment of the otherwise applicable freight charges. The charge for excess value coverage is not subject to any discounts which may apply to the shipment.

EXAMPLE: A shipper requesting \$20,000 additional excess coverage would enter of the bill of lading as follows:

"\$20,000 excess liability coverage requested" or "Excess liability coverage requested: \$20,000"

NOTE 1: Excess liability coverage is available only on single line traffic. On joint line traffic the \$2.00 per pound and \$25,000 per shipment liability limit will apply but excess coverage is not available. Single line traffic includes Towne Air Freight and its Canadian business partner at the time of delivery.

NOTE 2: The provisions of this item do not apply to any article which is subject to an actual value or released value provision in the NMFC nor to any "used" item. Refer to Items 847 and 848 of the TOWE 100-B Rules Schedule for liability limits on these articles.

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### **REPACKAGING - ITEM 849**

- (a) Whenever this carrier receives a shipment or shipments, which it does not feel is packaged in a manner that would ensure its safe transportation, this carrier, at its own discretion, may repack the shipment in such a manner as to provide reasonable assurance of damage-free movement.
- (b) It will be the carrier's responsibility to notify the shipper of the condition of the packaging and to advise the shipper that repackaging is required.
- (c) Should the shipper elect to have the shipment returned so that it can provide the repackaging, charges applicable under the provisions of Item 830 of this tariff will apply.
- (d) Should the shipper elect to have this carrier provide the repackaging service, an additional charge of \$60.00 per labor hour, with a one-hour minimum, plus cost of repackaging materials, will be assessed. Additional hours will be charged in quarter-hour increments.
- (e) Nothing within this Item will in any way place liability upon the carrier for the packaging of the shipment; it being the exclusive responsibility of the shipper to appropriately package and inspect shipments.

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### **REFUSED OR REJECTED SHIPMENTS - ITEM 860**

Refused or rejected shipments that are returned to the original shipper will be subject to the applicable rates and charges in effect from the point of return on the date the shipment is returned.

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### **COLLECT-ON-DELIVERY (COD) SHIPMENTS - ITEM 890**

COD shipments will be accepted and transported under the following conditions and subject to the charges named herein:

The bill of lading and shipping order must have shown thereon, in bold face type, substantially the following: "COD - AMOUNT TO BE COLLECTED \$\_\_\_\_\_."

- (b) The amount of the COD collected will be remitted to the shipper or party entitled to receive same within ten (10) days after the date of collection of the COD amount.
- (c) For collecting and remitting the amount of the COD, carrier will assess an additional charge of \$25.00 or one (1) percent of the amount of the COD collected, whichever amount is higher. The maximum fee to be charged will be \$100.00
- (d) This carrier requests advance notice to its dispatch office at 800-GO-TOWNE or fax 574-234-0702 when the COD amount to be collected is greater than \$5,000.

(e) The charges 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 that effect is made by the shipper on the bill of lading and shipping order.

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#### **DOCUMENT PREPARATION - ITEM 891**

When a customer requests that an air bill be prepared, there will be an additional charge of \$10.00.

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#### **OVER THE COUNTER FEE - ITEM 892**

Shippers requiring "over the counter" pickup and delivery service direct to an airline counter will be assessed a special service charge of \$25.00 per shipment in addition to all other charges.

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#### **EXTRA STOP FEE- ITEM 900**

Shipments subject to this tariff and to tariffs and schedules making reference hereto, may be stopped in transit at a point or points en-route between the original point of origin and the final destination for the purpose of either partial loading or partial unloading, or both, subject to the provisions and charges named herein.

Arrangements for each stop-off must be made with this carrier at the original point or origin prior to or at the time of loading of this carrier's vehicle.

(b) Charges for loads which are stopped in transit for partial loading or partial unloading, or both, will be the mileage rate from point of origin to point of final destination via all stop-off points, mileage to be computed in accordance with the provisions of Item 510 of this tariff.

(c) An additional charge of \$50.00 for each stop-off, exclusive of the original point of origin and the final point of destination will be added to all other charges applicable to this type of shipment.

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#### **STORAGE - ITEM 910**

Freight held in this carrier's possession by reason of an act or omission of the consignor, consignee or owner, or for customs clearance or inspection, and through no fault of this carrier, will be subject to the following provisions and charges:

(a) Storage charges for freight awaiting line haul transportation will begin at 7:00 AM the date after the freight is received by this carrier.

(b) Storage charges for undelivered freight will begin at 7:00 AM the first business day after notice of arrival has been given (see Item 345), except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice had been given.

(c) Freight will be assessed a charge of \$1.25 per 100 pounds or fraction thereof per 24 hours or fraction thereof, but not less than \$15.00 per shipment.

(d) Storage charges under this item will end when this carrier is enabled to delivery or to transport the freight as a result of an action by the consignor, consignee, owner or customs official.

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**SPOTTED TRAILERS, "SLC" AND "STC" – ITEM 920**

This carrier will use the following provisions for spotted trailers, shipper load and count (SLC) and said to contain (STC) trailers. The carrier shall assume no liability for the contents of a trailer damaged due to negligence caused by the shipper. The carrier will not be held responsible for loss or damage caused by negligence due to the shipper's loading. The carrier shall assume no liability for the contents of a trailer loaded by the shipper without participation or supervision by this carrier's employee.

- (a) Spotted or dropped trailers – This carrier will furnish spotted or dropped trailers, subject to advance arrangements and trailer availability, per the listed provisions. The carrier shall not be held liable for damages caused by the shipper's loading of the trailer.
- (b) Shipper load and count (SLC) – This carrier shall not be held liable for damages caused by the shipper's negligence during the loading of the trailer. The carrier must be given the opportunity to participate or supervise the loading of the trailer.
- (c) Said to contain (STC) – This carrier shall not be held liable for damages caused by the shipper's negligence during the loading of the trailer. The carrier must be given the opportunity to participate or supervise the loading of the trailer

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**SIGNATURE ELITE SERVICE - ITEM 929**

This carrier will provide Signature Elite Service at a surcharge of \$35.00 per shipment, subject per shipment.

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**SECURITY CONTAINERS - ITEM 930**

This carrier will furnish its own security containers at a surcharge of \$25.00 per shipment, subject to advance arrangements and availability of such container(s) at the time of request.

Each container will be assessed the applicable charge per container with a minimum dimensional weight charge of 325 pounds.

The shipper, consignee or bill to party shall be liable for damage sustained to a security container while in possession of the shipper, consignee or bill to party.

For any container not returned to this carrier within 30 days from the time of delivery, the shipper, consignee or bill to party shall be liable for a non-return penalty in the amount of \$250.00 per security container.

Demurrage charges will begin at 00:01 on the 3<sup>rd</sup> non-weekend day after the container is delivered. Once the demurrage period has begun, this carrier will assess \$10.00 per container per business day.

Consignee acceptance of a sealed container shall be prima facie evidence that seal(s) and container(s) are intact and that no loss of contents occurred while the shipment was in the carrier's possession.

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**TERMINAL SERVICES - ITEM 945**

- (a) Verification of Shipment Weight. When carrier or agent believes it is necessary to verify the stated weight of a shipment as tendered, the carrier or agent shall weigh the shipment or cause the shipment to be weighed. If the stated is found to be inaccurate, the carrier or agent shall correct the weight accordingly. Freight charges must be assessed on the actual gross weight of the shipment, unless otherwise provided.
- (b) If, due to an act or omission on the part of the consignor, consignee or owner of shipment, this carrier is required to re-invoice the freight charges after having once submitted billing, an additional charge of \$10.00 will be assessed against the party requiring changes to be made.
- (c) When requested by the consignor, consignee or owner of a shipment for this carrier to furnish special lift-gate equipment, a charge of \$65.00 plus the applicable special delivery charges for a straight truck.
- (d) When requested by the consignor, consignee or owner of a shipment, this carrier will provide service to re-position trailers at a consignor or consignee's facility. The charge for this service is 75 cents per round-trip mile between this carrier's terminal and the location of the trailer, subject to a minimum charge of \$50.00.
- (e) Inspection of Property. When carrier's agent believes it is necessary that the contents of packages be inspected, agent shall cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property. When found to be incorrectly described, freight charges must be collected according to proper description.
- (f) When requested by the consignor, consignee or owner of a shipment, this carrier will provide Air Freight Transfer (AFT) service. The charge for this service is \$3.00 per 100 lbs subject to a minimum charge of \$15 and a maximum charge of \$250.
- (g) CHICAGO (ORD) Industry Attempt Fee – After the first attempt of a pickup, a \$15.00 attempt fee will be added to the freight charges for each additional attempt required.
- (h) CHICAGO (ORD) Skid Fee – When picking up at ORD locations that require a skid exchange, a \$6.00 per skid recovered per shipment will be billed to the party responsible for the freight charges. For a listing of ORD locations that require a skid exchange, please contact Towne Air Freight ORD.
- (i) CHICAGO (ORD) Advance Fees – For terminal handling checks a \$5.00 flat fee per check will be assessed. For storage checks, a fee will be assessed of a minimum charge of \$5.00 or ten (10) percent of the storage amount requested per check (whichever is greater). Note: Check writing services are only available when requested using Towne's ezImport. For more information, please contact Towne.
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**VEHICLES ORDERED BUT NOT USED - ITEM 985**

When this carrier, upon request to pick up a shipment, dispatches a vehicle which is subsequently not used, through no fault of this carrier, a charge of \$100.00 will be assessed against the party ordering the vehicle.

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**WEIGHTS - DETERMINATION OF - ITEM 991**

- (a) The transportation charges for a shipment will be assessed on the gross weight of a shipment on the greater of (1) the actual item; or (2) the cubic dimension weight determined in accordance with the balance of the item.
- (b) Cubic dimension weight will be derived from the cubic measurement of the shipment on the basis of one (1) pound for each 250 cubic inches or fraction thereof.
- (c) Cubic inches of a shipment consisting of a single piece or package will be the product of multiplying its greatest height by its greatest width by its greatest depth (all expressed in inches).
- (d) Where a shipment consists of more than one piece or package, the cubic inches of each piece and/or package shall be determined separately, as in paragraph (c) above. Each piece will stand alone in the determination of whether the actual weight or the cubic dimension will apply.

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**LINEAR FOOT RULE - ITEM 992**

For shipments requiring more than 12 linear feet of a vehicle, the minimum charge per shipment will be rated at a weight of 500 lbs per lineal foot. The customer's current discount will apply. This item is applicable when the shipment requiring more than 12 linear feet meets any one of the following conditions:

- (a) The quantity of freight which, due to its shape or dimensions or because of its need to be segregated from other freight, requires 12 or more linear feet of a vehicle across the usable width of the vehicle.
- (b) The quantity of freight must be loaded in accordance with the weight and size limitations of city, state or federal regulatory bodies.
- (c) The shipper requests shipment not be double stacked, top loaded or otherwise handled to more efficiently use the linear feet of a vehicle. In such cases, the linear feet occupied by the shipments shall be figured on the basis of the total linear feet used when loaded according to the shipper's request.

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**FREEZABLES - ITEM 998**

Carrier will accept shipments of commodities subject to freezing based on the following guidelines:

- (a) Shipments must be tendered Monday, Tuesday, Wednesday or Thursday only and must be destined to overnight service points only.
- (b) Carrier reserves the right to refuse to pick up shipments due to extreme cold weather at origin or destination.
- (c) Shipments may be held during transit to protect from freezing during extreme cold spells.

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(d) All shipments tendered under this policy must have words "FREEZABLE" or "PROTECT FROM FREEZING" marked on the freight and noted in the body of the bill of lading.

(e) There will be no recourse for shipper or consignee regarding late delivery of a shipment that is held for protection from extreme cold.

(f) Local terminal dispatch must be advised when pickup is called in that shipment contains freezables.

(g) All claims must be executed on standard claim forms and are subject to rules and regulations regarding determination of liability and payment.