RULES CIRCULAR SETTING FORTH
CARRIER'S SERVICE CONDITIONS FOR

VTI TRANSPORT, LLC D/B/A VTI SPECIALIZED

Naming

RULES AND REGULATIONS
AND CHARGES

Applying on

TRUCKLOAD LINE HAUL
FREIGHT ALL KINDS

BETWEEN ALL POINTS
IN THE UNITED STATES

FOR GOVERNING PUBLICATIONS, SEE ITEM 100

THIS RULES CIRCULAR APPLIES ON INTERSTATE COMMERCE

ISSUED: October 2, 2026 EFFECTIVE: October 2, 2026

ISSUED BY:

VTI Transport, LLC
2102 Hillside Avenue
Indianapolis, IN 46218
Telephone: 317-376-4455
www.vtispecialized.com

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

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SECTION 1-
GOVERNING PUBLICATIONS AND DEFINITIONS

Item 100

BILLS OF LADING

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

The terms and conditions of the Standard Truckload Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only.

Item 110 STANDARD TRUCKLOAD BILL OF LADING

Date:- STANDARD TRUCKLOAD BILL OF LADING Page _____

SHIP FROM

Name:

Address:

City/State/Zip:

SID#: FOB: ___

Bill of Lading Number: _____

BAR CODE SPACE

SHIP TO

Name: Location #: _____

Address:

City/State/Zip:

CID#: FOB: ___

CARRIER NAME: _____

Trailer number:

Seal number(s):

SCAC:

Pro number:

BAR CODE SPACE

THIRD PARTY FREIGHT CHARGES BILL TO:

Name:

Address:

City/State/Zip:

SPECIAL INSTRUCTIONS:

Freight Charge Terms: *(freight charges are prepaid unless marked otherwise)*

Prepaid _____ Collect _____ 3rd Party _____

____ (check box) Master Bill of Lading: with attached underlying Bills of Lading

CUSTOMER ORDER INFORMATION

CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/SLIP (CIRCLE ONE)		ADDITIONAL SHIPPER INFO
			Y	N	
			Y	N	
			Y	N	
			Y	N	
			Y	N	
GRAND TOTAL					

CARRIER INFORMATION

HANDLING UNIT		PACKAGE				
QTY	TYPE	QTY	TYPE	WEIGHT	H.M. (X)	COMMODITY DESCRIPTION
						Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care.
						RECEIVING
						STAMP SPACE
						TOTAL

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

AThe agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.@

COD Amount: $ _____

Fee Terms: Collect: ___ Prepaid: ___
Customer check acceptable: ___

NOTE Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

_____
Shipper Signature

SHIPPER SIGNATURE / DATE

This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.

Trailer Loaded:

__ By Shipper
__ By Driver

Freight Counted:

__ By Shipper
__ By Driver/pallets said to contain
__ By Driver/Pieces

CARRIER SIGNATURE / PICKUP DATE

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted.

Item 110

STANDARD TRUCKLOAD BILL OF LADING (Continued)

STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS

1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, or resulting from a defect or vice in the property.

2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine months after delivery of the property or in the case of failure to make delivery within 9 months after a reasonable time for delivery has elapsed.

(b) 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.

(c) Any carrier or party liable on account of 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 avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and to carriers responsibility as warehouseman, only, or at the option of the carrier, may be stored in a public or licensed warehouse at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to received it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs 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.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

6. Every party, whether principal or agent, shipping 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, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

7. (a) The consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.

(b) If all or any part of said property is carried by water, and the loss is carried by water and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water.

Item 120

APPLICATION OF CIRCULAR

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

Item 130

MILEAGE GUIDE

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

PC MILER VERSION 20

Item 140

RATES AND SCHEDULES

The rules published herein are applicable to all shipments transported by Carrier's unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b). Rates and schedules may be published in rate catalogues, on a shipper specific basis or pursuant to a spot market rate quotation.

Item 150

NOTICE AND AMENDMENTS

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

www.vtispecialzed.com

Item 160

OTHER GOVERNING PUBLICATIONS

N/A

Item 170

DEFINITIONS

(A) 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.

(B) Carrier shall be named on the bill of lading as the origin carrier of all shipments.

(C) Unless arranged or agreed upon in writing prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch, as that term is defined at common law. Carrier shall not be responsible for special or consequential damages resulting from delayed delivery.

(D) Spot 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.

SECTION 2-
SCOPE OF OPERATIONS

Item 200

TERRITORIAL SCOPE

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC-754715 to transport:

GENERAL COMMODITIES

Carrier holds extra-provincial authority to transport shipments from and to the following Canadian provinces:

N/A

Item 205

COMMODITY LIMITATIONS

Carrier does not hold out to transport jewelry, manufactured tobacco products, ammunition, objects d'art, currency, documents, items of unusual value or rare metals. Unless otherwise indicated herein or agreed to by contract, Carrier does not hold out to provide temperature controlled service.

Item 210

HAZARDOUS MATERIALS PROVISION

Shipper accepts all U.S. Department of Transportation requirements governing placarding of hazardous material. Unless otherwise noted, rates published by carrier do not include services for hazardous materials.

Item 215

INTERMODAL SHIPMENTS

Carrier does participate in the Uniform Intermodal Interchange Agreement (UIIA).

Item 220

MEXICAN SHIPMENTS

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 transborder movement is not the Carrier's responsibility.

Item 225

REGULATED VERSUS EXEMPT

The rules set forth in this Circular shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by 49 U.S.C. 14706 (the Carmack Amendment).

Item 230

INTERSTATE VERSUS INTRASTATE

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

Item 235

SHIPMENT LIMITATIONS

Carrier shall not be required to accept for transportation any truckload shipment which exceeds 40,000 pounds or which occupies more than the full visible capacity of the trailer which is provided.

Item 240

IMPRACTICAL OPERATIONS

Nothing in this rules circular shall require the carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier to operate vehicles because of:

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

Item 245

APPOINTMENTS/PICKUP AND DELIVERY TIMES

Pick-ups and deliveries shall be made between 7:00 a.m. and 5:00 p.m., local time Monday through Friday. When shipper requests carrier to pick up or deliver freight on Saturday, Sunday or Holidays, such service shall be subject to an additional charge:

$200 Saturday
$300 Sunday/Holiday

Carrier is not obligated to furnish pickup or delivery service on Saturday, Sunday or Holidays.. Appointments shall be made at no charge. Carrier shall not be liable for late deliveries or unkept appointments unless such late delivery or unkept appointment is beyond carrier's duty of reasonable dispatch. Consignee shall facilitate prompt unloading in the event of missed appointments.

Item 250

IMPORT AND EXPORT FREIGHT

(1) 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 omission of the Mexican or the Canadian Customs Agent or its affiliated Freight Forwarder that may be selected for the purpose of clearing shipper's merchandise through Customs. Carrier will serve merely as a liaison between shipper and the Mexican or Canadian Customs Agent (and the Customs Agents' Freight Forwarder) at shipper's request and only as a convenience to shipper. Carrier or party in possession shall not be liable for loss, damage, deterioration of the freight or delay in delivery due to the duration of the period required by customs clearance or inspection.

(2) Trailer Rental - Mexican Shipments. The charge for trailer rental on shipments destined for Mexico will be $750 per day from the time of interchange at the U.S./Mexican border until returned. The calculation of time starts when shipments are tendered to the forwarding agent.

(3) 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.

(4) In the event it is determined, notwithstanding the foregoing, that Carrier is liable pursuant to statute, through bill, or otherwise 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.

Item 255

PICKUP AND DELIVERY SERVICE

The rates named herein include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

Item 260

SHIPPER LOAD AND COUNT

All shipments shall be loaded by the consignor and unloaded by the consignee. Carrier's drivers are instructed to sign bills of lading as shipper load and count or "SLC". Inadvertent omission of this notation shall not result in a presumption of carrier liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

Item 265

FREE TIME

Carrier shall allow 1 hour of free time both for loading and unloading for vehicles with power units and drivers.

For purposes of detention of trailers spotted without power, Carrier shall allow 1 hour of free time both for loading and unloading of spotted trailers. Such time shall commence from the time the trailer is spotted or from the time the trailer was requested to be spotted, whichever is later, but Saturdays, Sundays or holidays shall not be included in the calculation of free time. Where carrier spots trailer equipment for shipper's loading convenience, no free time shall be allotted for detention of power equipment and detention shall begin at the agreed time of arrival or at the time of actual arrival, whichever is later.

Free time for multiple pickup and multiple delivery loads. Where stop-off, pickup or deliveries are requested in route, with the exception of the original origin and the ultimate destination, the free time allowed for each stop shall be 1 hour.

Item 270

SUBSTITUTED SERVICE

For its operating convenience, carrier reserves a right to hire other carriers qualified subcontractors to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to shipper by this circular, bill of lading, and/or contract will be provided.

Item 275

RATE APPLICATION

Contract rates will not apply to shipper's customer/vendor unless prior written authorization has been received from carrier.

SECTION 3-
ACCESSORIAL CHARGES

Item 300

APPLICATION OF ACCESSORIAL CHARGES

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

Item 305

DETENTION / VEHICLES WITH POWER UNITS

(A) This item applies on shipments when the carrier's vehicles with driver and power units are delayed or detained beyond the free time provided for herein at time of delivery to the consignee or at time of pick-up at the consignor's place of business when such delay is not the fault of carrier.

(B) Charges for detention will be charged to the consignee in the case of unloading and to the shipper in the case of loading.

(C) When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of driver's arrival and that the trailer is available for loading or unloading, as the case may be, but in no case shall time commence prior to the time of any appointment or the actual time of loading or unloading, whichever is first.

(D) When computing detention charges, all non-working time shall be excluded. Non-working time includes lunch breaks, coffee breaks and rest breaks.

(E) If, at the end of the business day, unloading has not been completed and cannot be completed that day, the shipper or consignee shall be given the following options:

(1) Carrier may return to carrier's terminal with what freight has not been unloaded, but carrier shall return the following day with the balance of the freight at the commencement of shipper's or consignee's work day; or,

(2) Carrier will spot trailer at shipper or consignee location and return the following day, and further, trailer will be subject to charges for detention without power pursuant to Item 310 beginning immediately upon spotting of the trailer; and,

(3) In either case, any unused free time from the first day will continue into the second day, charges to commence when all free time has expired.

(F) If a vehicle is both unloaded and reloaded, each transaction will be considered separately and free time shall apply to each separately.

Item 305

DETENTION / VEHICLES WITH POWER UNITS *(Continued)*

(G) When delay occurs beyond free time, the charge for detention shall be $50 for each 30 minutes or fraction thereof (minimum charge $75) with a maximum charge for each 24 hour period of $750.

(H) Carrier shall give shipper or consignee the opportunity of signing the detention records and the shipper or consignee is to make any corrections to these records at the time. If shipper or consignee refuses to sign these records, carrier's records will govern.

Item 310

DETENTION / VEHICLES WITHOUT POWER UNITS

(A) This item applies when carrier spots a trailer at the facilities of the shipper or consignee for the loading or unloading of shipments upon the request of shipper, but neither this Item nor detention under any other term or condition shall apply if the carrier spots the trailer for carrier's convenience with or without the authorization of shipper or consignee.

(B) Time shall commence with the spotting of the trailer and shall end when carrier is notified by the shipper or consignee that the trailer is available for removal from the premises of the shipper or consignee.

(C) If a trailer is both unloaded and reloaded, an additional two (2) hours free time shall be allowed.

(D) After expiration of free time as provided herein, charges for delaying the trailer beyond free time shall be $75 per 24 hour period or fraction thereof, plus a repositioning cost of $1.65 per mile, until mileage computed from the point of dispatch to the location of the federal, state or local facility where the original equipment is detained subject to a $250 minimum.

Item 315

LOADING AND UNLOADING

Rates in this rules circular contemplate loading of the freight by the shipper and the unloading of freight by the consignee, except that if the shipper or consignee requests and carrier furnishes outside labor to load or unload the vehicle, all charges for such outside labor are to be paid by the shipper or consignee, who will be billed for actual time of outside labor. If the driver is required to assist with loading and/or unloading, a charge of $50 per hour will be assessed in addition to all other applicable charges. All charges for additional labor shall be agreed to in writing at the time services are provided.

When carrier is required or requested to load or unload freight on Saturdays, Sundays or national holidays, a charge of $150 will be assessed in addition to other applicable charges. Holidays will include New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day.

Item 320

PALLET EXCHANGE

Carrier will not be responsible for any pallet exchange or return.

Item 325

EQUIPMENT ORDERED BUT NOT USED

Where call-on-demand service is requested and then canceled within twenty-four (24) hours of scheduled pick-up, shipper shall pay $250 for equipment ordered but not used, plus $1.65 plus fuel surcharge per mile for all out of route miles incurred by carrier in positioning equipment for canceled pick-up.

Item 330

COLLECT ON DELIVERY

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

Item 335

ADDITIONAL LICENSE, PERMIT FEES, AND INBOND PERMITS

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

Shipments moving under U.S. Customs Bond will be subject to a charge of $100.00 for handling each shipment.

Item 340

RECONSIGNMENT OR DIVERSION

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

(A) A request for reconsignment or diversion must be confirmed in writing, which shall include facsimile transmissions.

(B) A reconsignment prior to movement of a shipment shall bear the rate that would otherwise have applied if the shipment was originally scheduled for movement to the final destination.

(C) A diversion en route shall bear a charge of $250 plus 125% of the original quoted rate to the reconsignment (minimum charge $250) for each shipment reconsigned or diverted. Charges from origin to point of reconsignment or diversion shall be determined on the basis of the distance from origin to final destination via the reconsignment or diversion point.

(D) If the shipment is returned to the origin point, the rate to be applied will be the applicable rate to the most distant point actually traveled in addition to the mileage rate from same back to point of origin.

Item 345

STOP-OFFS

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

(A) Shipments received from one consignor at one point at one time and covered by one bill of lading, may be stopped in transit for partial loading and/or unloading only at points within the scope of carrier's operations or as otherwise agreed by carrier.

(B) The party or parties authorized and designated by the shipper to accept or tender freight at a point or place of stop-off may be the same or other than the billed consignee.

(C) The bill of lading shall designate the following:

(1) Stop-off point or points and places.
(2) The weight, quantities, markings, and description of articles to be loaded or unloaded.
(3) The name and address of the party authorized to tender freight or to accept freight for unloading at point of stop-off.

(D) The driver of the vehicle shall obtain in writing a statement such as a notation on the freight bill or delivery receipt of the quantity and description of the portion of the shipment unloaded at each stop-off point or on the bill of lading.

Item 345

STOP-OFFS *(Continued)*

(E) Stop-offs for partial loading or unloading will not be permitted on shipments moving on which Section 7 of the bill of lading has been executed.

(F) The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off may be permitted if agreed to with shipper and noted on the bill of lading.

(G) Freight charges on a shipment stopped to partially load or unload must be prepaid or guaranteed by the shipper. If not prepaid, the shipper must show on the bill of lading the name of one party from whom the entire freight charges, including the stop-off charges, shall be collected, which must be a party to whom a portion of the shipment is to be delivered.

(H) The rate that shipper shall pay for carrier's stop-off service shall be $85 for each stop in transit.

(I) Transportation charges, other than the charges for the stop-off service shall be assessed at the rate applicable from point of origin to final destination.

Item 350

EXPEDITED SERVICE/EXCLUSIVE USE

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

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

When carrier is requested by consignor or consignee to provide expedited or team service charge shall be 135% of the truckload line haul charges to a maximum of 600 miles per day for a single driver or 1200 miles per day for a team of 2 drivers.

The bill of lading must be noted "Carrier requested to provide expedited or team service." These charges will be in addition to all other applicable charges.

Item 355

PROOF OF DELIVERY CHARGE

A charge of $25 will apply for providing proof of delivery on shipments to which no exceptions were noted.

Item 360

SPECIAL SERVICES - EMPTY MILES AT SHIPPER'S CONVENIENCE

When carrier agrees to relocate revenue equipment at the request of consignor or consignee for shipper's or consignee's convenience, a charge of $1.65 per mile plus fuel surcharge will be billable to the consignor or consignee making the request. Empty miles will be calculated from empty equipment origin to point of equipment utilization based upon the applicable mileage guide. Carrier will notify shipper of the location of subject equipment prior to movement.

Item 365

MISCELLANEOUS ACCESSORIAL CHARGES

For shipments originating at or destined to New York City, NY or Long Island, NY, a surcharge of $200 shall apply. Overdimensional and overweight shipments which require permits will be subject to a surcharge of $25 per permit plus the cost of any special license or permit required.

Item 370

FUEL SURCHARGE

Rates will be increased by $0.01 per mile for every $0.05 per gallon by which the weekly DOE prices exceeds a fuel peg of $1.16 per gallon (see below).

DOE Fuel Index Range	Fuel Surcharge Cents per Mile
116-120	0
121-125	1
126-130	2
131-135	3
136-140	4
141-145	5
146-150	6
151-155	7
156-160	8
161-165	9
166-170	10
171-175	11

Increasing at $.05 increments/Increase $.01 cent per mile.

Item 370

FUEL SURCHARGE *(Continued)*

(A) The U.S. average diesel fuel price issued by the DOE's Energy Information Administration, National Energy Information Center (202) 586-6966 #1 each Monday will be the weekly fuel cost used. If the fuel index is not issued on Monday, the next index issued will be used.

(B) The fuel surcharge will be calculated weekly.

(C) The fuel surcharge will be effective two days after the diesel fuel price referred to in (a) is issued by DOE. Example: For a fuel index issued on Monday, the fuel surcharge will be effective the following Wednesday.

Item 375

EQUIPMENT DAMAGE CHARGES

Where a carrier's trailer equipment is spotted for the consignor's convenience at point of origin or for the consignee's convenience at point of destination, the consignor and consignee shall be responsible for the care and custody of said equipment while in their respective possession and shall return same, ordinary wear and tear excepted. Failure of the consignor, consignee, or their respective agents and spotting service to note trailer damage at time of tender shall be prima facie evidence that same was spotted in good condition. Consignor and/or consignee shall be liable for the repair cost to any trailer damaged while spotted at their facility. Such damage shall be noted by carrier personnel at time of pickup and invoices for repairs shall be accompanied by supporting documents.

Item 380

AFTER HOURS PICKUPS AND DELIVERIES BY SPECIAL REQUEST

Carrier will make pickups and deliveries on weekends, holidays, and after hours by special request for a charge of $150. In addition, detention as otherwise provided herein shall apply between the time of arrival and loading or unloading and/or the time of subsequent dispatch.

Item 385

VEHICLE FURNISHED BUT NOT USED

When the carrier, upon receipt of a request to pick up a shipment or to furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purpose and due to no disability or negligence on the part of the carrier, vehicle is not used, the greater of a charge of $1.50 per mile will be assessed against the Shipper/Consignee making such request or $250. This charge will apply from the original point of dispatch to the canceled pickup point and on to a new loading point of the home terminal of the Carrier, whichever is closer.

Item 386

LIABILITY FOR ACCESSORIAL CHARGES

Carrier reserves the right to bill and collect accessorial charges from the consignor or consignee which incurred those charges.

Item 387

LOADING AND UNLOADING UPON ARRIVAL

In the absence of an agreement with respect to an appointed time of pickup or delivery, consignor shall load and consignee shall unload carrier's equipment within the allotted free time provided herein upon arrival if, during ordinary business days, as set forth herein. If carrier arrives before or after business hours as defined herein, free time begins at the commencement of the next business day.

SECTION 4-
CLAIMS LIABILITY AND LIMITATIONS

Item 400

LIMITATION OF CARRIER LIABILITY

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

Item 405

PACKING OR PACKAGING B SHORTAGE

Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

Item 410

SPECIAL AND CONSEQUENTIAL DAMAGES

Carrier shall not be liable for special, incidental, indirect or consequential damages (including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay.

Item 415

RELEASED VALUATION/SIMPLIFIED PRICING

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

Item 417

FIXED ALTERNATIVE PRICING

Shipper may elect to increase the maximum cargo limit set forth in Item 415 above by $1.00 per pound per article. The freight surcharge for such increased liability shall be 20% of the line haul charges. In order to elect this alternative rate, Shipper shall place AItem 417 shall apply@ in the release rate block on the bill of lading at time of pickup.

Item 420

ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher release values than those indicated above from carrier's Director of Pricing by calling 317-376-4455. Any such alternative rate shall be reflected by the insertion of the higher release value and specially assigned identification number on the bill of lading at the time of pick-up.

Item 425

INADVERTENCE CLAUSE

If a shipper declares a value exceeding $2.50 per pound per article or $100,000 per truckload without insertion of the corresponding specially assigned identification number, the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value of $2.50 per pound per article or $100,000 per truckload, whichever is less, and the shipment will move subject to such limitation of liability.

Shipper can elect to increase the released valuation set forth in Item 415 by paying $.05 for every dollar per pound per shipment in increased valuation not to exceed a maximum alternative valuation of $5.00 per pound per article or $200,000 per truckload whichever is less. Any alternative valuation election shall be subject to a minimum charge of $50 per shipment.

Item 430

SPOTTED EQUIPMENT

Carrier responsibility for cargo begins when Carrier picks up a shipment from the Shipper's dock, or in the case of spotted equipment when Carrier takes physical possession of the loaded trailer. Carrier's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

Item 435

ADDITIONAL LIABILITY LIMITS

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

Item 440

RELEASED VALUATION/USED MACHINERY

Unless otherwise agreed in writing, all used machinery is released to a maximum valuation of $.10 per pound per article.

Item 450

ASSUMPTION OF JOINT AND SEVERAL LIABILITY BY SHIPPER AND CONSIGNEE

In consideration for transportation services performed by Carrier for the mutual benefit of the shipper and consignee under the terms of this tariff, both shipper and consignee 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 by either the shipper or the consignee, payment for such charges may be sought from either party or both parties. Shipper and consignee shall have express notice of the existence of such joint and several liability through the service of a copy of this tariff upon duly authorized representatives of the shipper and consignee.

SECTION 5-
CLAIMS PROCESSING AND SALVAGE

Item 500

CARGO CLAIMS APPLICATION

The provisions of this Circular are filed in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. 370 and the STBOL) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

Item 510

FILING OF CLAIMS

(A) Claims in writing are required within nine (9) months from the date of delivery or a reasonable time during which delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (b) of this Item with carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract of carriage, and all rules circular provisions applicable thereto. Claims for concealed damages will be submitted to carrier within forty-eight (48) hours of delivery. Any suit to recover loss of damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.

(B) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between carrier and shipper.

(C) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

(D) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as $100 more or less,@ carrier shall determine the condition of the baggage or shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (b) above.

Item 520

ACKNOWLEDGMENT OF CLAIMS

(A) Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within sixty (60) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within sixty (60) days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.

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

Item 530

INVESTIGATION OF CLAIMS

(A) Prompt investigation is required. Each claim filed against carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. Unless perishable commodities are involved, the shipper or consignee in possession shall afford carrier five (5) days to inspect any damaged shipment prior to dispensation.

(B) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.

(C) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.

Item 540

DISPOSITION OF CARGO CLAIMS

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

Item 550

CLAIMS LOSS / DAMAGE AND SALVAGE

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

(B) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier’s salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

(C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Item 560

DISPOSITION OF OVERAGE

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by carrier upon request in return for payment of carrier's applicable freight charges.

In the event consignor and consignee decline to accept overages and mitigate damages, carrier shall treat any overage as salvage and after notice shall sell same in accordance with the bill of lading contract and the terms of this circular. The proceeds of any such sale less carrier's freight and storage charges shall be remitted to the person or persons lawfully entitled to receive same.

Carrier shall not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

Item 570

DISPOSITION OF CONTESTED CARGO CLAIMS

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

SECTION 6-
COLLECTION AND PAYMENT OF FREIGHT CHARGES

Item 610

INVOICES

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this circular.

Item 620

COLLECTION AND PAYMENT OF CHARGES

Payment will be due within 15 days of invoice. Payment for all invoices not received within 30 days of invoice date is subject to a late fee interest as provided for in Item 640 *infra*.

Item 630

PAYMENT WITHOUT OFFSET

Consignor and/or Consignee shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Circular and following and neither consignor nor consignee shall deprive carrier of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due.

Item 640

INTEREST AND FEES ON PAST DUE ACCOUNTS

Carrier will assess one and one-half percent (12%) per month on past due indebtedness for collection, handling, late fees and interest. In the event carrier deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, shipper shall pay attorneys' fees, collection service fees and court filing fees in the amount of $300.00 or thirty-five percent (35%), whichever is greater.

Item 650

THIRD PARTY BILLING

Carrier does not employ property brokers or other intermediaries as its agents for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

Item 660

PRIORITY OF FREIGHT CHARGE OBLIGATION

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

(1) The intermediary will segregate money due owing to carrier from other accounts.

(2) Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.

(3) When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.

(4) When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R. 371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.

(5) In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Carrier preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the STBOL is signed, and to the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with to Section 7 of the STBOL.

Item 670

LIEN FOR FREIGHT CHARGES

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