



Road Scholar Transport

Rules Tariff RSCA-W

MC-212331

Issued by: James C. Barrett - President
Effective Date: June 15, 2006
Revised: February 14, 2010

**Road Scholar Transport
Rules Tariff
RSCA-W**

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Road Scholar Transport Rules Tariff – RSCA-W

EFFECTIVE: June 15, 2006 unless otherwise specifically stated herein.

**Issued by: James C, Barrett - President
Road Scholar Transport - MC-212331
130 Monahan Avenue
Dunmore, PA 18512**

The information contained herein or subsequently added, and any rates or charges contained herein, and/or rates and information in computerized data format, are the sole property of the carrier.

The transfer of electronic transmission, whole or in part, requires prior approval of the carrier.

All rates and quotations are subject to periodic revisions, increases, and restructuring. The carrier will make every effort to advise the user of record of any rate or information change.

However, it is the user's responsibility to determine the current status of all previously received rates, quotations and information.

Item 10 ADDITIONAL LICENSE AND PERMIT FEES

(1)Whenever any additional license or permits are required, such as hazardous, overweight, foreign commerce, or customs fees, the charges shall be added to the total freight charges.

(2)There will be a \$75.00 charge for handling each shipment that requires exceptional permits or licenses in addition to any additional fees and charges to obtain such permits.

(3)Any charges incurred when transporting shipments beyond the borders of the United States will be the responsibility of the party paying the freight charges.

Item 20 BILLS OF LADING - FAK OR "FREIGHT ALL KINDS" SHIPMENTS

The shipper must identify the specific commodity or product on the bill of lading for all transportation moving under FAK or freight all kinds rates. If the shipper fails to identify the specific commodity or product, carrier will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state or local laws

and regulations from being co-loaded on the same trailer with the product or commodity moving under the FAK or freight all kinds rates.

Item 25 ADMINISTRATION FEE

Changes in the collection status (prepaid or collect) of a freight bill will be permitted upon receipt of a corrected bill of lading or other written instructions from the shipper. After a shipment has been delivered, written authorization for reversal of charges must be furnished by the party (shipper or consignee) assuming responsibility for payment.

Reversal of charges will not be allowed after payment has been received based on the terms (prepaid or collect) of the original bill of lading. Instructions to add, change or delete a third party to a freight bill may only be accepted from the shipper and only before payment has been received on the terms of the original bill of lading.

The charge for the following will be \$25.00 each.

1. Changing the payment terms
2. Changing the party responsible for payment.
3. Rate modification due to missing quote number on Bill of Lading.
4. Any other change that would require a rebill.

A 10% Administrative Fee (minimum charge of \$15.00) to be applied to all Lumper Fee charges in order to cover cost of our ComData fees.

Item 30 BLIND SHIPMENT REQUEST

1) Upon request of shipper, carrier will amend freight bill Delivery Receipt to reflect a shipper and/or consignee address other than actual party.

2) This service will apply on prepaid shipments only.

3) This service will not be performed on shipments containing hazardous materials.

4) Requests for this service must be made in writing from the requestor to Carrier.

5) When this service is requested, the charge per requested freight bill will be \$45.00 paid by original shipper.

Item 40 COLLECT ON DELIVERY (C.O.D.) SHIPMENTS

(1) At time of shipment, the bill of lading must be clearly marked with the following information: amount to be collected, form of payment, i.e., cash, certified check, bank check.

(2)The charge for collecting and remitting the amount of each C.O.D. bill collected on shipments consigned will be .03 times the C.O.D. amount. Subject to a minimum of \$35.00 and a maximum charge of \$500.00.

(3)There is no additional charge for picking up a check for freight charges. The C.O.D. charge applies only when we pick up a check for the shipper's merchandise.

Item 50 DELIVERY / PICKUP AT PIERS

Any request for pick-up or delivery at a public warehouse at the Piers located in the Continental United States will be assessed an accessorial charge of \$23.00 per shipment.

This charge is in addition to the actual pier charges assessed and billed to Carrier by the Pier Brokers.

Item 60 DETENTION - VEHICLES WITH POWER UNITS

DEFINITION: Applies when a delay of the driver and equipment is attributed to the consignor or the consignee.

APPLICATION: Charges apply after expiration of free time. Carrier will maintain records to verify any charges for detention. Calculation of time starts upon notification by the carrier to the consignor or consignee that the shipment is available and ends upon notification from the consignor or consignee to the carrier that the trailer is available for movement. When the driver is unreasonably detained at or near the customer's property (for example, security check, back up of traffic entering the customer's property etc.), the carrier's driver will note the time of arrival at the customer's property. The driver will notify the consignor or consignee at that point, when possible, but it is not a prerequisite. Calculation of time will start at that point. Unless the shipper stamps or marks delivery receipt with time of arrival and departure, carrier records will be used to determine free time. When loading and unloading occurs, calculation of time for loading will not begin until the unloading is completed and visa versa. Chargeable time for shipments containing hazardous materials begins immediately upon being delayed and ends when the carrier is able to resume transportation.

FREE TIME CALCULATION: The total weight of all shipments tendered will be used to determine free time. Meal time, not exceeding one hour, will be excluded from computation of time when loading or unloading is interrupted by the driver's meal period.

Actual Weight Per Stop	Free Time In Minutes Per Stop
Less than 2,000 lbs.	20
2,000 – 4,000 lbs.	40
4,001 – 6,000 lbs.	60
6,001 – 8,000 lbs.	80
8,001 – 10,000 lbs.	100
10,001 - and over	120

CHARGES: For DETENTION with Power, the following charges and provisions will apply:
 \$25.00 for each 15 minutes or fraction thereof, subject to a minimum charge of \$50.00. When multiple bills are involved, the weight per bill will be used to prorate the charge subject to a minimum charge of \$50.00.

OPTIONS: When loading or unloading is not completed by the end of the business day, consignor/consignee has the option to:

- a. Request trailer without power remain. Free time will cease, and DETENTION without Power will begin with applicable free time.
- b. Request trailer leave the site and return the next business day when loading or unloading will resume. Free time will be suspended until trailer is returned. Storage and redelivery charges will apply without additional free time.

Item 70 DETENTION - VEHICLE WITHOUT POWER UNITS

For DETENTION without Power, the following charges and provisions will apply:
 \$75.00 per trailer for each 24-hour period or fraction thereof. Charges cease when the customer notifies carrier that the equipment is available to carrier.

Free time will be determined as follows:
 24 hours.

Subject to availability of equipment, carrier will spot trailer for loading or unloading on the premises or designated site as requested by consignor/consignee, or as close as conditions permit. Customer or its designee may move the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading.

Consignor/consignee will perform all loading or unloading, including the counting and checking of freight. In the case of loading, the Bill of Lading

must show, "Shipper load and count". When a trailer is unloaded and reloaded, each transaction will be treated independently of the other except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

Carrier responsibility for safeguarding shipments will begin when carrier takes possession of a trailer loaded by consignor, and will end when carrier spots pup/set for unloading by consignee, as the case may be.

Item 80 EQUIPMENT ORDERED AND NOT USED

When carrier is requested to perform transportation services and dispatches equipment to a point designated, in accordance with the instruction of the party ordering the equipment, and instruction to the carrier is later changed and the equipment is not used through no fault of the carrier, a charge of \$2.00 per mile will be made from point of dispatch, subject to a minimum charge of \$100.00 for both truckload and less than truckload shipments.

Item 85 FLOOR LOAD CHARGE

When freight is loaded on trailer floor, Carrier may charge to transfer freight onto pallets. Charges for such services will be negotiated with Customer at time of service.

Item 90 FREIGHT DENSITY REQUIREMENTS

All less than trailerload shipments tendered to the carrier that are to be rated on an NMFC basis must conform to the following density guidelines:

Minimum average density (lbs. per linear foot)

Class	Weight		Class	Weight
50	900		125	310
55	794		150	187
60	740		175	170
65	690		200	150
70	642		250	138
77.5	582		300	115
85	535		400	90
92.5	481		500	70

Shipments that do not conform to the prescribed requirements above will be converted to the following formula and rated accordingly:

One linear foot equals 1,000 lbs. (x) appropriate class 50 rate less applicable discount (if any).

Density is one of the primary factors used to determine a shipment's classification. Other factors such as stowability, ease or difficulty of handling, liability and product value are all to be considered when establishing a shipment classification and subsequent freight charge.

No penalty or premium will be charged to the payer of freight charges when the density conversion formula is applied.

Item 100 FUEL SURCHARGE

Effective: February 14, 2010

Fuel surcharge applies on both LTL and TL shipments according to the table below. The fuel surcharge is adjusted on Tuesday and is based on the US Department of Energy's New England Diesel Fuel Index in effect the previous Monday at 4 P.M.

Fuel Surcharge is calculated off net line-haul charges only with the exception of shipments requiring Heated Service.

Fuel Surcharge Percentage			
Average price is	but less than	LTL	TL
110 cents	120 cents	7.9%	7.9%
120 cents	130 cents	8.9%	9.9%
130 cents	140 cents	9.9%	11.9%
140 cents	150 cents	10.9%	13.9 %
150 cents	160 cents	11.9%	15.9%
160 cents	170 cents	13.9%	17.9%
170 cents	180 cents	14.9%	19.9%
180 cents	190 cents	15.9%	21.9%
190 cents	200 cents	16.9%	23.9%
200 cents	210 cents	17.9%	25.9%
210 cents	220 cents	18.9%	27.9%
220 cents	230 cents	19.9%	29.9%
230 cents	240 cents	20.9%	31.9%
240 cents	250 cents	21.9%	33.9%

Average price is	but less than	LTL	TL
250 cents	260 cents	22.9%	35.9%
260 cents	270 cents	23.9%	37.9%
270 cents	280 cents	24.9%	39.9%
280 cents	290 cents	25.9%	41.9%
290 cents	300 cents	26.9%	43.9%
300 cents	310 cents	27.9%	45.9%
310 cents	320 cents	28.9%	47.9%
320 cents	330 cents	29.9%	49.9%
330 cents	340 cents	30.9%	51.9%
340 cents	350 cents	31.9%	53.9%
350 cents	360 cents	32.9%	55.9%
360 cents	370 cents	33.9%	57.9%
370 cents	380 cents	34.9%	59.9%
380 cents	390 cents	35.9%	61.9%
390 cents	400 cents	36.9%	63.9%

LTL - When the DOE fuel Index exceeds \$4.00 per gallon, the fuel surcharge continues to increase 1% for every ten-cent increase in fuel prices.

TL - When the DOE fuel Index exceeds \$4.00 per gallon, the fuel surcharge continues to increase 2% for every ten-cent increase in fuel prices.

For purposes of calculating fuel surcharge, TL is defined as any shipment weighing 20,000 pounds or occupying 20 linear feet or more.

The DOE's Fuel Hotline number is available by calling 1-202-586-6966, extension one, any day of the week.

Item 110 FULL VISIBLE CAPACITY

Any one shipment that occupies more than 36' of trailer space and/or weighs more than

36,000 lbs. will be considered full visible capacity and applicable truckload rates will apply.

Item 120 HEATED TRAILER SERVICE

(1) Any customer whose shipments require Heated Service are required to register their product's requirements before the commencement of shipping activity.

(2)The bill of lading must clearly state the particular data relating to the product's description and temperature parameters.

(3)The carrier at its sole discretion can reject the tender of, or return any freezable shipment when in carrier's judgment it cannot maintain 32 degrees Fahrenheit. The above action is necessary to accommodate extreme cold weather conditions, excessively long holding periods, holidays or any other unusual conditions that may arise.

(4)Shipments that require interim holding for appointments or any similar situation will be charged per 24-hour period of trailer or warehouse heating time. \$35.00 per day (LTL) - \$90 per day T/L.

LTL Shipment:Any one shipment that does not occupy more than 25' of trailer space and/or does not weigh more than 25,000 lbs.

TL shipment:Any one shipment that occupies more than 25' of trailer space and/or weighs more than 25,000 lbs.

(6)HEATED SERVICE is available between the calendar period of October 1 to April 30 only.

(7)All HEATED SERVICE subject to the availability of propane or related fuels.

(8)Additional charges will be applied when dictated by fuel market conditions.

Normal heater trailer service charges:

Less than 2,000 lb. Shipments – 15% surcharge will apply.

Item 125 HAZARDOUS MATERIAL CHARGE

Shipments of hazardous materials must be properly noted on bill of lading. There will be a charge of \$17.00 per shipment.

Item 130 INSIDE DELIVERY

(1)There will be an additional charge of \$2.70 per hundred pounds (Minimum \$40.00, Maximum \$525.00) for delivering a shipment to a consignee located at ground level.

(2)There will be an additional charge of \$4.00 per hundred pounds (Minimum \$75.00, Maximum \$525.00) for delivering a shipment to a consignee located above or below the ground level.

(3)The carrier at its discretion can refuse to participate in equipment loading or unloading when normal dock facilities are not available. At

such times it is the shipper's or receiver's responsibility to effect the loading or unloading and absorb the applicable charges in addition to any appropriate detention time.

Item 135 INTERLINE HANDLING CHARGE- (MA ZIPS 025-026 ONLY)

- Provision of this item applies when freight is transferred by Road Scholar Transport to an outside carrier for delivery/pickup to/from points in MA Zips 025-026 only.
- Rate will be determined by Class/CWT Table listed below and will be added to net charges.

Class Rates Per CWT Table

Origin Zip Codes 02535,02539,02552,02557,02568,02573,02575										
Min charge: 62.60	Weight	100	92.5	85	77.5	70	65	60	55	50
	L5C	64.85	56.02	47.16	42.54	37.94	36.06	34.13	31.62	29.18
	M5C	64.85	56.02	47.16	42.54	37.94	36.06	34.13	31.62	29.18
	M1M	56.87	46.42	38.67	35.08	31.30	30.12	28.95	27.28	25.58
	M2M	38.72	37.55	36.37	31.99	27.75	26.53	25.00	22.38	19.69
	M5M	25.16	23.04	20.87	19.13	17.36	16.44	15.56	14.91	14.24
	M10M	-----	-----	12.88	12.60	12.24	11.56	10.91	10.47	10.01
	M20M	-----	-----	-----	-----	7.95	7.87	7.82	7.68	7.34
	M30M	-----	-----	-----	-----	-----	-----	7.89	6.91	5.95
	M40M	-----	-----	-----	-----	-----	-----	-----	-----	4.55
Origin Zip Codes 02554,02564,02584 & all 026 zip codes										
Min charge: 73.39	Weight	100	92.5	85	77.5	70	65	60	55	50
	L5C	71.84	61.56	51.27	46.67	42.02	40.28	38.52	36.00	33.46
	M5C	71.84	61.56	51.27	46.67	42.02	40.28	38.52	36.00	33.46
	M1M	60.23	51.47	42.76	38.89	35.06	34.03	32.98	31.27	29.60
	M2M	45.08	42.78	40.46	36.89	33.15	31.19	29.22	26.58	23.91
	M5M	33.20	30.34	27.47	25.14	22.79	21.45	20.20	19.29	18.37
	M10M	-----	-----	17.01	16.47	15.98	15.05	14.12	13.54	12.92
	M20M	-----	-----	-----	-----	10.47	10.33	10.20	10.02	9.56
	M30M	-----	-----	-----	-----	-----	-----	7.74	7.63	7.50

	M40M	----	----	----	----	----	----	----	5.99
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Item 140 LIFTGATE CHARGES

(1)Shipments that require liftgate service must have that requirement listed on the bill of lading.

(2)Shipments that require liftgate service will be charged as follows;

\$1.20/cwt (\$150.00 minimum)

Item 150 LOADING AND/OR UNLOADING

Whenever specifically requested to do so by the consignor, consignee or other party designated by them, the carrier will perform loading and/or unloading services at a charge of \$2.20 per hundred pounds, based on the actual weight of the shipment or portion thereof. The minimum charge of \$50.00 will be made for loading or unloading whenever such services are performed by the carrier.

Item 160 STOP-OFF CHARGES

\$80.00 per additional stop for pick-up or delivery.

Item 170 NEW YORK CITY BRIDGE & TUNNEL CHARGE – Revised – 2/14/2010

\$125.00 unless otherwise stated in Shipper’s contractual agreements.

Item 175 NOTIFICATION PRIOR TO DELIVERY

Shipments requiring notification of delivery will be performed at a charge of \$20.00 each.

Item 178 PALLET JACK REQUEST

Shipments for pick-up and/or delivery requiring use of a pallet jack, shall be charged \$25.00. This is in addition to any applicable line-haul charges.

Item 180 PICK-UP OR DELIERY SERVICE - SAT., SUN. OR HOLIDAY

1) Carrier does not obligate itself to provide pickup or delivery service on a Saturday, Sunday or holiday. However, when a customer requests Carrier to pick-up or deliver freight on a Saturday, Sunday or holiday, this service if agreed to by Carrier, will be subject to the following charges in addition to all other applicable charges:

A) Saturday pickup or deliver (other than a holiday): \$250.00

B) Sunday or Holiday pickup or delivery: \$300.00

Note a: Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier prior to pick-up or delivery service.

Note b: The term "holiday" means New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day or any other day generally observed as a holiday by the carrier at the point where the service is performed.

Item 190 RECONSIGNMENT OR DIVERSION

Shipments transported may be reconsigned or diverted subject to the following conditions:

(1)The term "reconsignment" or "diversion" means any one of the following:

(a)A change in the name or address of consignor or consignee.

(b)A change in the destination.

(c)Any other instructions given by consignor, consignee, or owner necessary to effect changes in delivery.

(2)A request for reconsignment or diversion must be made or confirmed by party responsible for freight charges.

(3)Charges for reconsignment or diversions will be computed at class rate from original destination to point of reconsignment including applicable discounts plus a charge of \$150.00. Reconsignment rated on a per mile or flat rate basis will be charged at the applicable rate plus a charge of \$150.00. If the reconsignment or diversion is a paperwork transaction only – a \$30.00 charge will apply.

(4)The rates to be applied on shipments accorded reconsignment or diversion privileges are rates in effect on the date of the shipment, and charges shall be determined on the basis of the distance from origin to final destination via the reconsignment or diversion point or points. If shipment returns to point of origin where no rates are applicable, the rate to be applied will be \$1.50 per mile with a \$550.00 minimum. This minimum does not include reconsignment or other charges.

Item 200 REDELIVERY

When a shipment is tendered for delivery and through no fault of the carrier such delivery cannot be accomplished, no further tender will be made except upon request. Additional delivery attempts will be subject to the following provisions:

Normal tariff charges to apply.

Should such refusal or non-delivery of freight cause reason for Road Scholar driver to require overnight lodging, an additional charge of \$150.00 will be assessed to the freight bill for such occasion.

Item 210 RESIDENTIAL DELIVERY

This service is not performed by carrier. Any shipment inadvertently accepted which requires this service, will be normally returned to shipper. In the event return is unavailable, a charge of no less than \$75.00 will be added to the overall net charge. If the delivery can be safely accomplished, and shipper agrees to the additional charges- the additional fee will be \$3.10 per cwt (\$100.00 minimum).

Item 212 SORT AND SEGREGATE

This service is normally not performed by carrier. Any shipment inadvertently accepted which requires this service, charges will be as follows: Shipments requiring sort and segregation will be subject to a charge of \$3.10 per cwt (\$100.00 minimum charge.) – or – the cost of a “lumper” (whichever is greater.) Detention charges will also apply – if applicable.

Shipments weighing or rated at 20,000 pounds or more and requiring stops at multiple locations to complete loading or unloading will be subject to an additional charge of \$150 for the first stop, \$300 for the second stop, and \$500 for each additional stop. This charge is in addition to the actual line haul charges from origin point to final destination point.

- a. The initial pick-up and final delivery stop are not subject to stop-off charges.
- b. Freight charges must be prepaid

- c. Stop-off for unloading will not be provided on COD shipments.

Item 220 STORAGE

Freight held in carrier's possession by reason of an act or an omission of the shipper, consignee or owner, or for custom clearance or inspection, and through no fault of the carrier, will be considered stored immediately, and will be subject to the following provisions:

(1) Storage charges on freight awaiting line-haul transportation will begin at 7:00 A.M. the day after freight is received by the carrier.

(2) Storage charges on undelivered freight will begin at 7:00 A.M. the first business day, and will accrue every day thereafter including holidays and weekends, after notice of arrival has been given except no charges under this item will be made when actual tender delivery is made within 24 hours after such notice of arrival has been given.

(3) Storage charges on freight stored in carrier's possession, will be subject to the following charges:

CHARGES:

For each 100 pounds or fraction thereof per 24 hours or fraction thereof (excludes HEATED SERVICE charges).

\$2.30

Minimum storage charge per shipment per day (excludes HEATED SERVICE charges).

\$60.00

Item 230 TIME SPECIFIC DELIVERY

For any shipments requiring a mandatory Time Specific Delivery an additional charge will be assessed at a rate of 20% of the linehaul freight charge.

Item 240 TRAILER SCALING FEE

When requested by Customer to weigh a shipment loaded onto Carrier's equipment, charge for such service will be \$25.00 per request.

Item 250 TRAILER SPOTTING SERVICE

Any shipment requiring Carrier to Spot Trailer at customer facility for Shipper convenience, may be charged for such service. Charges will be negotiated at time of service.

Item 260 CANADIAN BORDER CROSSING

All shipments from and to points in Canada are subject to the following fee for U.S. – Canadian Border crossing:

LTL - \$12.00 flat fee

T/L - \$75.00 flat fee

Payable is U.S. Currency and drawn on a U.S. bank.

Item 280 TRADESHOWS

All freight classified as display, exhibit, show, convention or promotional material and/or freight originating at or destined to an exhibit/convention center will rate at FAK 125 with a 50% discount off current RSCA-V series rates, unless otherwise negotiated.

Item 300 ARBITRATION

In the event of any dispute pursuant or related to, or arising out of, this Agreement or transaction, including but not limited to the effect of any term, covenant or provision and such dispute has not been resolved through good faith negotiations, then such dispute shall be submitted to arbitration in Lackawanna County, Pennsylvania, using the American Arbitration Association and the commercial arbitration rules pertaining thereto to the extent not inconsistent with the following:

- 1)The aggrieved party shall submit to the other party a written Statement of the dispute, including the specific basis therefor.
- 2)The non-aggrieved party shall have twenty (20) days to provide a written Statement in response to the dispute, including the specific basis therefor.
- 3)Within twenty (20) days of the non-aggrieved party's response, if the dispute has not been voluntarily resolved between the parties, then each party, aggrieved and non-aggrieved, shall choose a separate arbitrator. Each separate arbitrator so chosen shall then pick a third arbitrator. The three arbitrators shall be attorneys at law duly licensed to practice, and practicing in the Commonwealth of Pennsylvania.
- 4)The parties shall then proceed to arbitration before the three (3) arbitrators as soon as is practicable, but in no event sooner than thirty (30) days of the third arbitrator's appointment, unless both parties agree to an earlier date in writing, and no later than one hundred twenty (120) days.

5)The arbitrators shall give the parties a written decision within thirty (30) days of the arbitration. The agreement of any two of the three arbitrators shall be controlling.

In any dispute presented for arbitration, pursuant to this Section, and otherwise, the overriding guideline to be used in resolving such dispute shall be the purposes and intent of this Agreement.

Provisions of this paragraph will not apply to any collection action pursued by carrier to recover freight charges owed by shipper to carrier.

Item 310 COMMODITIES, CLASSIFICATIONS PACKAGING, LABELING

All shipments tendered for transportation or accessorial services will be packaged, labeled, classified, transported, documented and described in accordance with the rules, regulations and descriptions set forth in the National Motor Freight Classification, Tariff NMFC 100 series and as amended in the future.

Item 320 CREDIT AND COLLECTIONS

(1)Any consignor or consignee must meet credit worthiness requirements. Any delivery to a receiver who has not established credit history will be required to pay all freight charges and fees at time of delivery. Compensation will be in the form of cash or certified funds in U.S. currency.

(2)Invoices for freight will, upon request be forwarded to third party freight services; however, it is the responsibility of the party designated on the bill of lading as payer of freight charges to insure payment is made within the prescribed credit period. It is also the payer's responsibility to insure accurate and updated rates are supplied to the freight payment service. The name, address and any account numbers of the freight service plan must be clearly stated on the bill of lading.

(3)Freight charges for all collect shipments will be collected in cash or certified funds (U.S.) at the time of delivery. Excluded are receivers who have established credit terms with the carrier prior to delivery.

Item 330 EXCLUDED COMMODITIES

(1)Carrier will not accept the following commodities for transportation or storage:

A. Explosives Division 1.1 through 1.6, Class 7

B. Division 6.1 PG I Poison Inhalation Hazard Zone A

C. Garbage, trash and refuse including hazardous waste.

D. Any item that does not contain the proper UN (United Nations) or DOT (Department of Transportation) safety labeling or the appropriate Emergency Response information in the form of a material safety data sheet, the appropriate Emergency Response Guidebook reference page or any other appropriate format authorized under 49 CFR 172.602(b).

E. Household goods and furniture

(2) Carrier reserves the right to refuse any commodity or shipment that poses any imminent or potential threat to the environment or may be harmful to the personnel involved in freight handling or to the general public.

(3) Any product or commodity that is determined to be improperly packaged for the rigors of transportation and handling will be refused.

Item 340 FREIGHT LOSS OR DAMAGE

All Loss and Damage claims shall be processed and settled according to procedures established from time to time by the DOT Surface Transportation Board, in regulations codified at 49 CFR 1005. Claims must be received by CARRIER within nine (9) months after date of delivery. Notwithstanding the above, CARRIER shall pay refuse payment or make a firm compromise offer to SHIPPER with 120 days after receipt of a properly documented and filed claim.

Item 345 GOVERNING TARIFFS

This tariff and provisions making reference to this tariff, are governed by, except as specifically otherwise stated, the following described tariffs and supplements thereto or successive issues thereof;

PC Miler- Version 18

Road Scholar Transport Rules Tariff- RSCAW

HazMatDOT 49 CFR Parts 106-180

Item 350 HAZARDOUS MATERIALS

SHIPPER shall be responsible for payment of all costs associated with the cleanup of their material when such cleanup is result of SHIPPER's negligence. Such causes may include, but are not limited to, package failure, improper loading/securement by shipper, exceeding package outage/ullage limits, etc.

Item 360 INDEMNIFICATION

CARRIER shall indemnify and save harmless SHIPPER from any and all liabilities, judgments and expenses resulting from any death, loss or destruction to persons or property arising out of the performance of this Agreement caused by a breach of CARRIER's obligations hereunder or by the negligence of CARRIER, its employees, its agents, or representatives. SHIPPER shall indemnify and save harmless CARRIER from any and all liabilities, judgments and expenses resulting from any death, loss or destruction to persons or property arising out of the performance of this Agreement caused by a breach of SHIPPER's obligations hereunder or by the negligence of SHIPPER, its employees, its agents, or representatives.

Item 370 LIABILITY

Articles tendered with an invoice value exceeding \$2.00 per pound, per package, will be considered to be of extraordinary value. Articles inadvertently accepted with an invoice value exceeding \$2.00 per pound, per package, will be considered to have been released by the shipper at \$2.00 per pound, per package, subject to a maximum liability of \$100,000.00 per shipment. In the event of loss of and/or damage to any shipment, the CARRIER's liability will not exceed \$2.00 per pound, per package, subject to a maximum liability of \$100,000.00 per trailerload. The exception to this is uncrated machinery which will be subject to a maximum liability of 10 cents per lb.

Fines incurred by CARRIER as a result of SHIPPER negligence will be reimbursed by SHIPPER to CARRIER upon receipt of Notice of Violation or ticket. SHIPPER's negligence may include, but is not limited to , package failure, improper loading/securement, exceeding package outage/ullage limits, improperly assigned basic description, leaking packagings, overweight loading, etc.

Item 380 MINIMUM WEIGHT FACTOR

(1) When Shipper moves freight via Road Scholar Transport and does not have a signed Contract Agreement on file with said carrier, all shipments will be subject to a minimum weight of 2,000 lbs. rated at actual class rates using the current Road Scholar Tariff.

(2)When Shipper moves freight via Road Scholar Transport and a signed Contract Agreement, with no pricing provisions, is on file with said carrier, shipments will be subject to a minimum weight of 2,000 lbs. rated at actual class rates using the current Road Scholar Tariff less a 40% discount.

Item 390 OVERCHARGES AND UNDERCHARGES

Any action by SHIPPER to recover overcharges alleged to be due hereunder, and any action by CARRIER to recover charges alleged to be due hereunder, shall be commenced no more than 180 days after delivery with respect to which such charges or overcharges are claimed.

Item 400 PRECEDENCE OF RATES AND CHARGES

A.)When the shipper, consignee or third party each has a pricing agreement or contract with rates applicable to its line haul charges on a given shipment, those provisions applicable to the payer of the freight charges will apply. This priority or application will apply whether or not the total charges are higher, lower or unchanged from those that might result if provisions applicable to a non-paying party were applied.

Payer shall mean:

- 1) The shipper on prepaid shipments (except when a third party has been designated on the original bill of lading).
- 2) The consignee on collect shipments.
- 3) A third party (party other than shipper or consignee) as designated on the original bill of lading.

Freight payment plans will not be considered as payer.B.) On accounts which have contractual provisions and ship from a location not listed in their contract, the shipment will be rated using class rates with no applicable discount.

Item 410 RATES AND CHARGES

SHIPPER shall pay CARRIER in full for all transportation and related services according to the addendum(s) and schedules(s) of rates in contract agreement, and included by reference herein, within 15 calendar days of receipt of CARRIER's invoice. In the event payment is not made within fifteen days, shipper agrees that interest shall accrue daily and be made payable to carrier at the interest rate of two percent (2.0%) per month and, in addition, SHIPPER may lose any discounts offered by CARRIER under any contract agreement.

Item 420 RELEASED VALUE COMMODITIES

Where an FAK classification is allowed in any Contract Agreement and the NMFC 100 series provides for a released value for a commodity being shipped, the Shipper must release the shipment to the lowest possible valuation according to the NMFC 100 tariff. Any applicable FAK class allowed is for rating purposes only and do not reflect any agreement by Carrier to allow a higher valuation on commodities being shipped.

Item 425 RIGHT TO CANCEL

Road Scholar Transport reserves the right to cancel any schedule not utilized within 90 days of the effective date.

Item 430 SERVICE LIMITATIONS

The carrier is not obligated to render accessorial services or transport property for which it does not have suitable equipment, nor will transportation be performed where conditions of roadways, bridges, streets, alleys, or premises over which the vehicle must operate is such that in the carrier's judgment, it is impractical or unsafe to provide such service.

Item 440 TERMS AND CONDITIONS

Each shipment pursuant to this agreement shall be evidenced by a written bill of lading. This bill of lading shall describe the kind and quantity of goods received and delivered by CARRIER. Such bill of lading shall be evidence of receipt of the goods by CARRIER. Any terms, conditions and provisions of such bill of lading shall be subject and subordinate to the terms, conditions and provisions of this Agreement and, in the event of a conflict between the terms, conditions and provisions of such bill of lading and this Agreement, the terms, conditions and provisions of this rules tariff shall govern.

This contract shall be governed and construed in accordance with the rules and regulations of the NMFC 100 series tariff as it pertains to commodities, classifications and the packaging/labeling thereof, unless otherwise specified herein.

Item 450 USE OF EQUIPMENT

(1) No shipper or receiver will have the right to the exclusive use of equipment.

Note: The carrier will determine the utility of its equipment in relation to the customer's need.

(2) Carrier's equipment is controlled and operated by carrier employees only. Any other use or operation, without specific written authorization is expressly prohibited.

Item 460 FORCE MAJEURE

Neither party hereto shall be liable to the other for failure of performance hereunder if caused by strike, riot, war, acts of God, governmental order or regulation, or other circumstances beyond the reasonable control of such party; provided, however, that nothing herein shall relieve CARRIER from its responsibilities hereunder with respect to indemnity, insurance and loss of or damage to freight.