

RULES CIRCULAR SETTING FORTH  
CARRIER'S SERVICE CONDITIONS FOR

# STRAIGHT SHOT EXPRESS

Naming

RULES AND REGULATIONS  
AND CHARGES

Applying on

FREIGHT ALL KINDS

BETWEEN ALL POINTS  
IN THE UNITED STATES & CANADA

FOR GOVERNING PUBLICATIONS, SEE ITEM 100

THIS RULES CIRCULAR APPLIES ON INTERSTATE COMMERCE

ISSUED: **FEBRUARY 7, 2007**

EFFECTIVE: **FEBRUARY 7, 2007**

ISSUED BY:

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## CHECK SHEET

Pages of this rules circular shown below are effective as of the date shown thereon. (\* - Indicates revised pages included with this filing). This check sheet will be reviewed as pages to this rules circular are revised or added.

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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

		P.O. Box 371 Neenah, WI 54957-0371 Phone: 920-722-0956 Fax: 920-722-2384		Bill of Lading	
Received subject to terms and conditions found at: <a href="http://www.straightshotexpress.com">Http://www.straightshotexpress.com</a>					
<b>Pickup #</b>	<b>Declared Value :</b>	<b>Shipping #</b>	<b>3rd Party :</b>		
<b>Ship From</b>	<b>Name &amp; Phone #</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Bill To: <input type="checkbox"/>					
<b>Ship To</b>	<b>Name &amp; Phone #</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Bill To: <input type="checkbox"/>					
<b>Special Instructions</b>					<b>Caller</b>
<b>No. Pieces</b>	<b>Package Type</b>	<b>HM</b>	<b>Description of Articles</b> <small>UN#, Proper Shipping Name , HAZ Class , PG</small>	<b>QTY</b>	<b>Weight</b>
<b>3rd Party Billing :</b>					
Carrier's maximum liability for cargo loss , damage, or delay is \$9.07 per lb unless a high limited liability is elected pursuant to carrier terms and conditions: \$ _____ Initials: _____			Subject to Section 7 of conditions of applicable Bill of Lading . If this shipment is to be delivered to the Consignee without recourse on the consignor , the consignor shall sign the following statement. The Carrier shall not make delivery of the shipment without payment of freight and all other lawful charges .		
<b>Sender's Signature :</b>		<b>Print Name</b>	<b>P/U Driver</b>	<b>Date:</b>	<b>Time:</b>
<b>Receiver's Signature :</b>		<b>Print Name</b>	<b>Date Signed</b>	<b>Time Signed</b>	

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (172.604)  
This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per: \_\_\_\_\_

Emergency Response Telephone Number: (        ) \_\_\_\_\_

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 180

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.

Item 190

ABBREVIATIONS AND REFERENCE MARKS

Explanation of abbreviations and reference marks:

@ = Addition

**(D)** = For any mileage not shown, use next greater mileage

**VMW** = Volume minimum weight

**FS** = Full Service - Loading and unloading included in rate

**N/A** = Not applicable

FMCSA .....	Federal Motor Carrier Safety Administration
STB .....	Surface Transportation Board
LB .....	Pound or pounds
LTL .....	Less-than-truckload
M .....	Thousand
MF .....	Motor freight
NOS .....	Not otherwise specified herein
TL .....	Truckload
STBOL .....	Standard Truckload Bill of Lading

## SECTION 2 - SCOPE OF OPERATIONS

Item 200

### TERRITORIAL SCOPE

The Federal Motor Carrier Safety Administration (FMCSA) in Docket No authorizes carrier MC-316079 to transport:

### GENERAL COMMODITIES

Item 205

### COMMODITY LIMITATIONS

Carrier does not hold out to transport jewelry, objects d'art, currency, and items of unusual value or rare metals. Unless otherwise indicated herein or agreed to by contract.

Item 210

### HAZARDOUS MATERIALS PROVISION

Shipper accepts all U.S. Departments of Transportation requirements governing placarding of hazardous material.

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 44,000 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 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 250

IMPORT AND EXPORT FREIGHT

Limitation of Carrier's Liability for Proper Customs Clearance. Carrier assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by 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 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 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, and deterioration of the freight or delay in delivery due to the duration of the period required by customs clearance or inspection. Carrier reserves the right to charge for said delays.

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.

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 15 minutes/van, 30 minutes/straight truck, 1 hour/tractor trailer of free time both for loading and unloading for vehicles with power units and drivers.



### **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.

(G) When delay occurs beyond free time, the charge for detention shall be \$65.00 per hour or fractions thereof.

(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 \$200.00 per 24 hour period or fraction thereof, plus a repositioning cost of \$1.95 per mile.

Item 325

EQUIPMENT ORDERED BUT NOT USED

Where call-on-demand service is requested and then canceled within 1 hour of scheduled pick-up, shipper shall pay all applicable charges based on customer's rate schedule or rate quote provided for equipment ordered but not used.

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. Payment must be made by company check or certified check payable to the shipper. No cash will be accepted.

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 were originally scheduled for movement to the final destination.
- (C) A diversion en route shall bear a stop-off charge 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.

(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 \$25.00 per stop/drop-van, 40.00 per stop/drop-cube van, 55.00 per stop/drop-straight truck or applicable mileage rate, whichever is greater 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 355

PROOF OF DELIVERY CHARGE

A charge of \$25 will apply for providing proof of delivery on shipments after 30 days of delivery.

Item 365

MISCELLANEOUS ACCESSORIAL CHARGES

For shipments originating at or destined to New York City, NY or Long Island, NY, a surcharge of \$250.00 shall apply. Unloading and/or parking fees will be in addition to the surcharge.

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. Carrier personnel shall note such damage at time of pickup and invoices for repairs shall be accompanied by supporting documents.

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.

## **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 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 420

### **ALTERNATIVE RATES AVAILABLE**

Shippers may obtain rates for shipments with higher release values than those indicated above from carrier. 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 \$0.50 per pound per article or \$50,000.00 per shipment 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 \$0.50 per pound per article or \$50,000.00 per shipment, whichever is less, and the shipment will move subject to such limitation of liability.

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 EVALUATION/USED MACHINERY**

Unless otherwise agreed in writing, all used machinery will have no salvage value.

## **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 30 days 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 thirty (30) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) 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 AND DAMAGE – 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 evaluation. 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**

Except as otherwise provided in this rule, carrier will collect transportation charges at the time shipments are delivered.

Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them for a period of seven (7) days, or as otherwise agreed to with shipper in writing, excluding Sundays and legal holidays, from the presentation of the freight bill.

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. This Circular shall govern all claims for loss or damage 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 reserves the right to assess finance charges 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 in the amount of \$300.00 or twenty-five percent (25%) whichever is greater. Any discounts from carriers standard tariff rates shall become null and void if the account becomes more than 60 days from the date of invoice.

Item 650

THIRD PARTY BILLING

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or 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 no recourse provision of the bill of lading.

Item 670

LIEN FOR FREIGHT CHARGES

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