

Issued: May 1, 2005

Revised & Effective: November 1, 2020

FUSION TRANSPORT LLC

TARIFF No. 100 **Effective Nov. 1, 2020**

**OPERATING AUTHORITY
AND
RULES AND REGULATIONS**

**APPLICABLE TO INTERSTATE, INTRASTATE AND
FOREIGN COMMERCE**

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RULES AND REGULATIONS

ITEM NO. 1 APPLICATION OF TARIFF

Rates and provisions named in this tariff are listed in their application on interstate, intrastate or foreign commerce to the extent of operating rights set forth below:

FF-36109

US DOT 3368316

Fusion Transport LLC

IRREGULAR ROUTES:

- (1) General Commodities (except Class A and B explosives, household goods and commodities in bulk), between points in the United States (except AK and HI).
- (2) General Commodities (except Class A and B explosives, household goods and commodities in bulk), between points in the United States, under continuing contract(s) with commercial shippers or receivers of such commodities.

NOTE A- When a shipper or consignor requests transportation of shipment over a particular route longer than the shortest route, the mileage over the longer route requested shall be used.

NOTE B- When shipments move under special permits as required by or obtained from a municipal, state or federal agency, which specifies the route to be traveled by the carrier, the mileage to be used will be the mileage via the route specified in the permit.

- (b) 49 CFR Part 370, Principles and Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage
- (c) 49 CFR Part 378, Procedures Governing the Processing, Investigation, and Disposition of Overcharge, Duplicate Payment, or Over-collection Claims

ITEM NO. 2 GOVERNING PUBLICATIONS

Except as otherwise provided, this tariff is governed by the following described publications:

- (a) Fusion Transport LLC (hereinafter "Fusion") class rate tariff
- (b) PC Miler, Version 18, practical mileage (for mileage rates)

- (c) Uniform Straight Bill of Lading.
- (d) National Motor Freight Classification ...:NMF 100 Series

ITEM 3 DEFINITIONS

Unless otherwise specifically provided in tariffs governed hereby, the terms:

AGENT: Person authorized to act on another's behalf

ALIAS: Otherwise called: otherwise known as, an assumed or additional name. An alternate name for a participant for whom the participant has the exclusive legal right to negotiate participation in tariff provisions. The alias name is limited to those names which the participant is legally entitled to use for its own account (nicknames, abbreviations, derivatives, acronyms, marquee names.).

BILL TO (BT): A mailing address for the shipper or consignee.

BROKER: A person other than a motor carrier or employee or agent of a motor carrier that as a principal or agent sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation. 49 U.S.C. §13102(2). Also a company that arranges for the truck transportation of cargo belonging to others, utilizing for-hire carriers to provide the actual truck transportation. However, the Broker does not assume responsibility for the cargo and usually does not take possession of the cargo.

BUSINESS DAY: Means each day, Monday through Friday, excluding Holidays

BUSINESS HOURS: Means that time during which operations are generally conducted by the carrier, at the point where the service is performed.

CARRIER: A carrier hired by Fusion Transport LLC. to perform pick up and delivery services. EX: (Fusion Expedited) Asset Division of Fusion Transport LLC.

COLLECT SHIPMENT (COLL): A shipment on which the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee or their designated agent.

CONSIGNEE: The receiver to whom the goods are shipped. The name and address of the party shown as the receiver of the freight on the bill of lading.

CONSIGNOR: The shipper who forwards the goods. The name and address of the party shown as the shipper or CONSIGNOR on the bill of lading.

CONNECTING LINE: An interline carrier used for a portion of the line haul.

CUSTOMS BROKER: An authorized agent specialized in customs clearance procedures for the account of importers or exporters. Customs Clearance Agent.

DOUBLES TRAILER: Means a trailer of 29 feet or less in length.

FAK: Freight, All Kinds.

FREIGHT (SURFACE) FORWARDER: Means a person or business that holds itself out to provide interstate transportation by motor carrier, for compensation, and in the ordinary course of business and either (a) assembles and consolidates, or provides for assembling and consolidating shipments, and performs or provides for break-bulk and distribution operations of the shipment(s); (b) assumes responsibility for the transportation from the place of receipt to the place of destination; and (c) uses for any part of the transportation, a carrier, subject to jurisdiction under 49 U.S.C. §13102(8). Fusion is a Domestic Surface Freight Forwarder that arranges for the truck transportation of cargo belonging to others, utilizing for-hire carriers to provide the actual truck transportation.

HOLIDAY: Means New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the points where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday.

INBOUND (IB): Participant is the consignee.

INBOUND COLLECT (IBC): Participant is the consignee, and the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee.

INTERSTATE TRAFFIC: Traffic moving from a point in one State to a point in another State; between points in the same State, but passing within or through another State enroute; and between points in the United States and foreign countries.

INTRASTATE: Traffic having origin, destination, and entire transportation within the same state.

LESS THAN TRUCKLOAD (LTL): An LTL rate or rating is one which is specifically designated LTL in this tariff or in tariffs making reference to this tariff and are those applicable to a quantity of freight less than the Volume or Truckload Minimum Weight specified.

LOCAL: A term used to describe single line application.

LOGISTICS: Logistics is that part of the supply chain process that plans, implements, and controls the efficient, effective forward and reverse flow and storage of goods, services, and related information between the point of origin and the point of consumption in order to meet customers' requirements.

LTL CLASS RATES: Means class rates with a stated minimum weight of less than 20,000 pounds.

LTL COMMODITY RATES: Means Commodity Rates with a stated minimum weight of less than 20,000 pounds.

OUTBOUND (OB): Participant is the consignor. Charges may be Prepaid or Collect.

OUTBOUND PREPAID (OBP): Participant is the consignor, and the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the consignor.

OUTBOUND COLLECT (OBC): Participant is the consignor, but the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee.

PAYING AGENT: An agent of the payer of freight charges.

PARTICIPANT: The "participant" is the master company name that appears as the addressee in all confirmation letters. It is also the master customer name shown for reference on tariff pages.

PAYOR: The term payor or payor of freight charges shall mean the person directly responsible to Fusion for payment for the transportation service, according to the bill of lading or receipt or an agent of the person directly responsible to Fusion.

PLACE: Means a particular street address, or other destination of a factory, store, warehouse, place of business, or private residence at a "point".

POINT: Means a particular city, town, village, community or other area which is treated as a unit for the application rates, including the applicable zip code or postal code for such point.

PREPAID SHIPMENT (PPD): A shipment on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the consignor.

PRINCIPAL: The term "principal" describes one who has permitted or directed another (i.e., agent) to act for his

benefit and subject to his direction and control

- Disclosed Principle – One whose existence and identity is known.
- Partially Disclosed Principal – One whose existence is known but whose identity is not known.
- Undisclosed Principle – One whose existence and identity are not known.

SHIPMENT: Means a lot of freight received from one shipper, at one point, at one time, for one consignee, at one destination on one Bill of Lading.

SHIPPER: The party by whom, in whose name, or on whose behalf, a contract of carriage of goods has been concluded with a Fusion, or any party by whom, in whose name, or on whose behalf, the goods are actually delivered to the carrier in relation to the contract of carriage. Synonym: Consignor.

SHIPPER'S AGENT: An agent representing one or more shippers. A shipper's agent may represent the shippers interest for one or more of the following services:

- Paying agent - processes, audits and pays the shippers freight bills
- Consultant – advises the shipper and may additionally negotiate or conduct bids on the shipper's behalf.
- Auditor – may conduct a pre audit and authorize payment or act as paying agent. May also conduct a post audit and file claims for the shipper or consignee.

SITE: Means a specific location at, or on the premises of consignor, consignee, or other designated party.

THIRD PARTY: A person other than the principals. A payer of the freight charges shown on the bill of lading that is neither the shipper or consignee and not an alias or agent of the shipper or consignee.

THIRD PARTY PAYER (TPP): A third party payer is shown on the bill as a "bill to" but is not an alias, nor an agent of either the shipper or consignee. It is a payer independent of either the shipper or consignee and has no affiliation with either.

TRUCK OR VEHICLE: Means a single trailer, of not less than 35 feet in length.

TL CLASS RATES: Means class rates with a stated minimum weight of 20,000 pounds or greater.

VOLUME OR TRUCKLOAD (VOL OR TL): A Vol or TL rate or rating is one which is specifically designated Vol or TL in this tariff or in tariffs making reference to this tariff and are those for which a Vol or TL Minimum Weight is specifically provided.

VOLUME COMMODITY RATE: Volume Commodity Rates will be rates; Stated in Cents per CWT, subject to a Minimum Weight of 20,000 pounds or greater. Stated in Dollars per vehicle, "doubles trailer" or set of two "doubles trailers", (DPT)(DPP)(DPS) Stated in Cents per mile, per vehicle, "doubles trailer" or set of two "doubles trailers", (CPM)(CPMP)(CPMS)

ITEM NO. 4 DEFINITION OF LESS THAN TRUCKLOAD (LTL) AND TRUCKLOAD (TL)

A. Less-than-truckload (LTL) or any quantity (AQ) apply only in connection with shipments which meet each of the following conditions:

(1) Shipments moving under rates subject to minimum weights of less than 20,000 pounds.

(2) Shipments effectively occupying less than 750 cubic feet of line-haul equipment space.

("Effectively occupying" and "cubic feet" are further defined in Note 1 herein.) Provisions of this sub paragraph will not apply in connection with shipments moving on full (not reduced) class (not exception) rates and will only apply when specific reference is made hereto.

(3) Shipments not moving on rates stated in units per type of equipment.

B. truckload (TL) apply only in connection with shipments meeting any of the following conditions:

(1) Shipments moving under rates subject to minimum weights of 20,000 pounds or more.

(2) Shipments effectively occupying 750 cubic feet or more of line-haul equipment space. ("Effectively occupying" and "cubic feet" are further defined in Paragraph 14, herein.) Provisions of this sub paragraph will apply only when specific reference is made hereto.

(3) Shipments moving on rates stated in units per mile or rates per type of equipment

Note 1. The terms "effectively occupying," "effective occupancy," "effective cube," and similar terms, refer to the line-haul equipment space required to transport a shipment. Unless otherwise specified, "cubic feet" of a shipment will mean "effective occupancy" of that shipment.

Effective occupancy in cubic feet shall be determined by multiplying the greatest (most extreme) straight-line dimensions of length, width and height of space the shipment occupies in inches and dividing the total by 1,728 cubic inches (one cubic foot). All fractions under one-half inch will be dropped, all fractions of one-half inch or greater will be extended to the next full inch. Subject to the following minimum dimensions:

Height: A minimum vertical dimension of eight (8) feet shall be used to determine the cube of the shipment when top loading of like cargo is precluded because of:

- A. the nature of the shipment, including conditions which inhibit top-loading or which would pose a hazard of damage to cargo or its packaging;
- B. packaging or lack of packaging used
- C. palletization in "pyramided," "rounded off," or "topped off" fashion;
- D. specific instructions by the shipper in the form of a bill of lading notation,

including instructions to avoid top-loading or double stacking; and/or

- E. the height of the shipment when it exceeds 60 inches.

Width: If the extreme width dimension of a shipment is six (6) or more feet, a minimum width of eight (8) feet will be used to calculate effective cubic occupancy

ITEM NO. 5 PICK UP AND DELIVERY SERVICE

- (a) Rates in publications, pricing agreements and customer contracts referencing this publication include one pickup and loading, and one delivery and unloading by Freight Forwarder's Carrier during business hours subject to the following provisions.
- (b) "Pickup" means calling for and receiving freight at any platform, doorway, or other site designated by the shipper, when directly accessible to Carrier's vehicle.
- (c) "Delivery" means delivering freight to any platform, doorway, or other site designated by the consignee, when directly accessible to Freight Forwarder's vehicle.
- (d) Except as otherwise provided in this Tariff, rates charged by Freight Forwarder do not include either loading or unloading. Freight Forwarder, however, will provide labor to assist in the loading and/or unloading upon written request of the consignor or consignee. The charge for labor will be the actual amount paid to a lumper, who provides a receipt. Absent a receipt, lumper charges will be \$10.00 per 100 pounds, subject to a minimum charge of \$100 for LTL and \$350 for truckload. Said charge is in addition to all other applicable charges.
- (e) When cargo is loaded by consignor, or its agent, it is the responsibility of the consignor, at its own expense, to properly distribute and adequately secure the cargo by blocking or bracing so that it does not move, shift, fall, or otherwise endanger the equipment or personnel used by the Carrier or violate Federal Safety Rules and Regulations

ITEM NO. 6 INSIDE PICK-UP OR DELIVERY

When Carrier is required to perform pick-up or delivery service to or from locations within consignor's or consignee's premises which are not adjacent and accessible to Carrier's vehicles, such additional service will be performed at a charge of \$0.75 per 100 pounds on all shipments, subject to a minimum \$75.00 per shipment charge, in addition to all other applicable rates. If Freight Forwarder is required to hire lumper service, Forwarder will be reimbursed for these charges upon presentation of receipt.

ITEM NO. 7 LOADING AND UNLOADING

(a) Placement of Vehicle for Loading

At the request of the shipper, Freight Forwarder will inform the Carrier to place a vehicle at the loading site designated by the shipper to pickup a shipment tendered for transportation.

(b) Placement of Vehicle for Unloading

The delivery of a shipment by Freight Forwarder (carrier) to the place of delivery specified on the bill of lading will include the placing of a vehicle at the delivery site designated by the consignee.

(c) Counting and/or Loading by Carrier

Freight tendered for loading shall be situated by the shipper to be directly accessible to the vehicle or it shall be immediately adjacent to a parking space suitable for Freight Forwarder to place its vehicle for loading. Counting includes verifying the count of pieces contained on pallets on truckload shipments. Loading includes stowing and counting of the freight in or on Freight Forwarder's vehicle. (See ITEM NO. 5 for Inside Pick-up or Delivery). Freight Forwarder will furnish one man per vehicle for loading. The charge for counting shall be \$95 per truckload. The charge for loading shall be \$1.00 per 100 pounds, subject to minimum charge of \$75 for LTL and \$250 for truckload. If Freight Forwarder or Carrier is required to hire lumper service, Forwarder will be reimbursed for these charges upon presentation of receipt.

(d) Unloading by Carrier

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. Unloading includes the counting and removal of the freight from the position in which it is transported in or on Freight Forwarder's vehicle. (See ITEM NO. 5 for Inside Pick-up or Delivery). Freight Forwarder will furnish one man per vehicle for unloading.

(e) Charge for Assistance in Unloading and/or Segregating

When loading, unloading and/or segregating service is performed or assisted by Freight Forwarder at the request of consignor or consignee, a charge of the actual amount paid to a lumper, who provides a receipt, otherwise \$10.00 per 100 pounds, subject to minimum charge of \$75 for LTL and \$250 for truckload. Said charges are in addition to other applicable rates and charges.

(f) Sorting and Segregating

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight except as provided below:

When a shipment is tendered to Freight Forwarder in lots according to size, brand, flavor, or other characteristics and is so identified on the bill of lading or accompanying papers, normal delivery of the shipment to the consignee will be provided in the same manner, including the placement of such sorted or segregated lots on the platform, dock, or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If the delivery is not completed within the allowable free time Freight Forwarder will continue to unload the vehicle subject to the applicable detention charges. (See ITEM NO. 21)

Loading or unloading service does not include rigging or special loading or unloading equipment such as platform vehicles (other than two-wheeled hand trucks), winches, cranes, jacks, or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the shipper or consignee, as the case may be, shall furnish this equipment and the necessary labor to operate such equipment at its expense and shall also assume responsibility for safe loading or unloading, except, Freight Forwarder's employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non riding type) when furnished by the shipper or consignee.

(g) Loading by Shipper or Unloading by Consignee

The shipper or consignee may elect to waive the loading or unloading of freight by Carrier by performing at its own expense the loading or unloading of the shipment on or from Carrier's vehicle.

When Carrier's vehicle is damaged during loading and/or unloading by shipper and/or consignee, shipper/consignee shall be fully liable for said damage. Any damage to vehicle shall be immediately documented. Freight Forwarder shall forward to shipper/consignee an invoice of all costs associated with repairing damage. Shipper/consignee shall reimburse Freight Forwarder with ten (10) days of receipt of invoice.

(h) More than One Loading or Unloading Site

Upon request of the shipper or consignee, pickup or delivery service may be performed at more than one loading or unloading site within the continuous plant property or premises, provided the sites are not intersected by more than one public thoroughfare.

ITEM NO. 8 ARRIVAL NOTICE AND UNDELIVERED FREIGHT

(a) Arrival Notice

Tender of delivery at consignee's place constitutes the notice of the arrival of a shipment except for shipments consigned to private residences. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee no later than the next business day following the arrival of the shipment.

The notice will be given by EDI, telephone, facsimile, mail or email and will specify the point of origin, the shipper, the commodity and the weight of the shipment. When notified by mail, the notice will be considered to have been given at 8:00 a.m. on the first business day after it was mailed.

All notice of arrival shall be given in this manner unless prior delivery arrangements have been noted on the bill of lading by the shipper.

(b) Undelivered Freight

Freight that cannot be delivered because of the consignee's refusal or inability to accept it will be subject to applicable storage (See ITEM NO. 20) or detention charges.

ITEM NO. 9 PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING

Upon reasonable request of consignor, consignee or others designated by them and subject to the provisions contained herein in writing, Freight Forwarder will, without additional charges, prearrange schedules for arrival of vehicles for loading or unloading shipments governed by Section 1 and Section 2, below.

SECTION 1 Request for prearranged scheduling may be oral or in writing.

SECTION 2 Prearranged schedules for arrival of vehicle for loading or unloading may be on a onetime or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.

ITEM NO. 10 SPOTTING AND SWITCHING TRAILERS

(a) Rates and charges in this tariff calculate Freight Forwarder's spotting of the trailer at a specific site designated by the consignor, consignee, or other party designated by them, dispatching the trailer and leaving the trailer in full possession of the consignor, consignee, or other designated party unattended by Carrier's employee and without a power unit attached. Freight Forwarder will not move the trailer until such time as it has received notification that the trailer is ready for pickup at any site on the consignor's or consignee's premises. Consignor, consignee or other designated party may move the trailer with its own power units or other designated power units, at its own expense and risk, and assume all liability.

(b) Trailer must be loaded within 24 hours from the time of spotting until the time of pickup. Charges for units spotted beyond this free time will be subject to Detention of Vehicles charge as provided for in ITEM NO. 21.

ITEM NO. 11 REJECTED SHIPMENTS

When, due to no fault of the Freight Forwarder or Carrier, a shipment is rejected by the consignee at destination, it may be returned to the point of origin upon order of the shipper.

The applicable rate will be that in the reverse direction in effect on the date the shipment is tendered for return.

ITEM NO. 12 DIVERSION OR RECONSIGNMENT

Shipments moving under this tariff may be diverted in transit or after arrival at billed destination subject to the following provisions:

(a) The term "diversion" or "reconsignment" means a change in the direction of the consignee and/or consignor of the entire shipment, except as otherwise provided, or any other instruction given to the Freight Forwarder requiring an additional charge in billing necessary to effect delivery or involving an additional movement of the truck or both.

(b) Diversion or reconsignment instructions must be confirmed in writing to the Freight Forwarder.

(c) A charge of \$500 plus applicable linehaul charge. If no linehaul rate is published, the charge will be \$3.50 per mile from reconsignment point to destination, subject to a minimum charge of \$1000 will be made for each diversion or reconsignment, in addition to all other applicable charges.

(d) On shipments diverted or reconsigned to a place of unloading within the corporate limits of the municipality to which the shipment was originally consigned, the applicable rate from point of origin to destination will apply.

(e) On a shipment diverted or reconsigned to a place of unloading not within the corporate limits of the municipality to which the shipment was originally consigned, the applicable rate shall be determined from the applicable mileage rate table, based on the mileage from point of origin to final destination via point or points of diversion computed from the governing mileage guide.

ITEM NO. 13 EXCLUSIVE USE OF VEHICLE

When the exclusive use of a vehicle is requested by shipper, the charges shall be of those resulting from the rates named therein, subject to a minimum charge computed at the truckload rate and a minimum weight of 36,000 pounds, unless a higher minimum weight is applicable for the movement.

ITEM NO. 14 STOP-OFF IN TRANSIT

A shipment moving on a rate subject to truckload minimum weight tendered on one bill of lading or shipping order, from one consignor, at one point of origin, at one time, consigned to one consignee, at one destination, may be stopped no more than three times in transit at any point or place for the purpose of partial loading or unloading, subject to the following provisions:

(a) Partial unloading will be permitted only at points beyond that at which the last stop for partial loading is made. Stops for partial loading or completion of loading will not be permitted after shipment has been partially unloaded. The substitution of other property for that originally loaded or the exchange of contents of the load in any manner is prohibited. Stop-off will only be permitted at points within the scope of Freight Forwarder's operating authority.

(b) The bill of lading or shipping order must show the point or points at which the shipment is to be stopped, together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of party from or to whom each portion is to be picked up or delivered. If pickup or delivery is made to two or three different addresses or locations in the same point (city, town, or village), each pickup or delivery will be considered a separate stop in the application of this item.

(c) The charge for each stop-off, exclusive of the first pickup stop and delivery stop at final destination, shall be \$150.00 for the first stop, \$300.00 for the second stop, and \$450.00 for the third stop and each stop thereafter, in addition to all other applicable rates and charges

(d) Any number of stops will be permitted. Charges on shipments not directly intermediate to the final destination and which exceed by ten (10%) percent the distance over the shortest practice route from origin to destination will be subject to an additional charge of \$3.50 per mile, with a minimum charge of \$500, for that portion of the deviation of route miles.

(e) Stopping in transit for partial unloading will not be permitted on shipments when consigned "To Order," "Order Notify," or to be delivered only on shipper's written order, or when accompanied by any instructions from the consignee requiring the surrender or presentation of the bill of lading, a written order, or any other document as a condition precedent to delivery at stop-off point or moving under a Bill of Lading having Section 7 (non-recourse provision) thereof signed.

ITEM NO. 15 EXPEDITED SERVICE

When, at the request of the consignee and/or consignor, the Freight Forwarder is requested to dispatch a vehicle and driver to pickup and deliver a shipment without delay, Freight Forwarder will do so if equipment is available, subject to the following charges, in addition to all other applicable rates and charges:

(a) Service from 12:01 A.M. Monday to Midnight Friday, excluding Holidays, at \$500.00 plus Published Rate per vehicle and driver per hour, subject to a minimum of 4 hours.

(b) Saturdays, Sundays, and Holidays, \$1500.00 per vehicle.

ITEM NO. 16 PERMITS, LICENSES, BRIDGE, FERRY, HIGHWAY TUNNEL, TURNPIKE, TELEPHONE OR TELEGRAPH CHARGES

(a) Shipper or owner of equipment to be transported shall procure and furnish all special permits or licenses, other than regular vehicle licenses for Freight Forwarder's equipment, or pay all bridge, ferry, highway, tunnel, turnpike, telephone or telegraph fees or charges which are required preceding or during the transportation of shipper's equipment, via the route of movement specified by the shipper.

(b) On shipper's request, the Freight Forwarder will procure and furnish all such necessary or required special permits or licenses, other than the regular vehicle license for Freight Forwarder's equipment, and will advance all expenses or pay, as incurred, all bridge, ferry, highway, tunnel, turnpike, telephone or telegraph fees or public charges of a similar nature, which are incurred in the handling of any such shipment via the route of movement specified by the shipper and required as a precedent to the transportation of such shipment, but, all such expenses, payments or charges so advanced shall be in addition to other charges provided, and shall be in addition to the rates and charges provided and collected from the shipper or consignee. An itemized list of such permits or licenses and/or receipts for such charges shall be furnished upon request at a charge of \$1.00 per page.

ITEM NO. 17 SHIPMENTS MOVING UNDER UNITED STATES CUSTOMS BOND

(a) Shipments moving under United States Customs Bond will be subject to a minimum charge of \$250.00 per shipment to cover special handling, in addition to all other applicable rates and charges.

(b) Line haul charges on shipments requiring United States Customs Clearance at a point other than the final destination will be assessed on the basis of the rates applicable from point to point of United States Customs Clearance to the final destination, subject to a charge of \$250.00 per shipment.

ITEM NO. 18 EXPORT OR IMPORT SHIPMENTS-LOADING OR UNLOADING CHARGES

When loading or unloading charges are assessed on export or import shipments the following minimum charges will apply:

\$75.00 per man, per hour.

ITEM NO. 19 ESCORT AND FLAG-PERSON SERVICE

(a) Shipper or owner of freight to be transported shall provide and furnish: flag-persons, escort vehicles and escort vehicle drivers, which are required preceding or during the

transportation of freight of unusual weight, shape, dimension, or other special characteristics. Shipper or owner of freight shall arrange for or provide return transportation for flag-person or persons, to the point where such service commenced.

(b) Upon request of shipper or owner, the Freight Forwarder will provide and furnish all necessary flag-persons, escort vehicles and escort drivers required as a condition precedent to the transportation of a shipment of unusual weight, shape, dimension, or other special characteristics, or pay such other public charges subject to paragraphs (c) and (d) below.

(c) When an escort vehicle or flag-person is required to accompany a shipment or a portion of a shipment, there shall be a charge of \$3.00 per mile, per each escort vehicle or flag-person, computed from point where vehicle is assigned to shipment, to point of pickup, thence to final destination via actual route of loaded movement, subject to a minimum charge of \$100.00 per day per each escort vehicle or flag-person, per state.

(d) Waiting and/or detention time for flag-persons or escort vehicles, due to loading or unloading delays or due to special restrictions en route shall be charged for at \$65.00 per hour for each vehicle and operator, and not less than \$65.00 per hour for each additional personnel, not to exceed a maximum charge equal to ten (10) consecutive hours in any twenty-four hour period.

ITEM NO. 20 STORAGE CHARGES

(a) When Freight Forwarder is unable to deliver freight to the consignee for any reason when tendered for delivery, Freight Forwarder will return the shipment to Freight Forwarder's terminal. Freight Forwarder will store the freight for a period of 48 hours after the tender of delivery at no charge. Thereafter, the Freight Forwarder will charge the sum of \$25.00 per day per pallet.

(b) When consignor, consignee, water Freight Forwarder, or railroad requests Freight Forwarder to store empty or loaded container(s), Trailer(s), and/or trailer chassis at Freight Forwarder's facilities, the following will apply:

- (1) The charge for such trailer(s) held in storage shall be assessed at the rate of \$75.00 per day.
- (2) Any fraction of a day shall be considered a day.
- (3) Per Diem charges shall be charged at the rate of a steamship or railroad Freight Forwarder, plus a 10% surcharge

ITEM NO. 21 DETENTION OF A VEHICLE

- (a) Truckloads : Vehicles with Power Units: Free time allowed for loading or unloading shall be two (2) hours per vehicle. When delay or detention beyond free time occurs and is not attributable to the Freight Forwarder, said detention time shall be charged at the rate of \$ 75 per hour or fraction thereof up to \$600, per day. If the vehicle arrives prior to a scheduled delivery time, free time shall begin to run at the scheduled arrival time.
- (b) Vehicles without Power Units: After the expiration of two days free time, charges for detaining a trailer shall be assessed at a rate of \$ 75.00 per day or fraction thereof.
- (c) Less Than Truckload: Free Time allowed for loading and unloading shall be 15 minutes per shipment not to exceed two (2) hours per vehicle. When delay or detention beyond free time occurs and is not attributed to the Fright Forwarder, said detention time shall be charged at a rate of \$75 per hour or fraction thereof up to \$600 per day.

ITEM NO. 22 VEHICLES OR EQUIPMENT ORDERED AND NOT USED

If a vehicle has been ordered and not used, a charge of \$2.50 per mile will be assessed from point of dispatch to point of scheduled pick up, then to nearest pick up point, with a \$250.00 minimum charge. Said charges shall be in addition to all other applicable charges, including but not limited to, the freight charge for that shipment.

ITEM NO. 23 EMPTY CONTAINER MOVEMENTS

Empty container or chassis will be moved at a minimum charge of \$250.00 per shipment.

ITEM NO. 24 EXCESS EMPTY MILES OR LOADED MILES

- (a) Excess empty miles shall be construed to mean all empty miles in excess of an amount equal to the loaded mileage in any trip and shall be charged for at the applicable loaded mileage rate for the service provided.
- (b) A loaded mile shall be construed to mean all miles Freight Forwarder traveled from point of origin where trailer or container(s) was loaded to point of final destination where trailer or container was unloaded.

ITEM NO. 25 PRACTICABLE OPERATIONS

Nothing in this tariff shall require the Freight Forwarder to pickup or deliver shipments at locations at which it is impracticable to operate trucks, tractors, trailers or semi-trailers because of conditions in alleys, driveways, streets or highways, or because of riots, or other causes beyond Freight Forwarder's control.

ITEM NO. 26 CONSECUTIVE NUMBERS

Except as otherwise provided, where consecutive numbers are represented herein by the first and last numbers connected by the word "to," they will be construed to include both of the numbers shown.

ITEM NO. 27 HOLIDAYS

The term "Legal Holiday", when used in this tariff, shall be construed to mean the following on the date observed in lieu thereof:

Armistice Day, Christmas Day, Columbus Day, Election Day, Good Friday, Independence Day, Martin Luther King's Birthday, Labor Day, Lincoln's Birthday, New Year's Day, Thanksgiving Day and the Friday following, Veteran's Day, and Washington's Birthday.

ITEM NO. 28 WEEKEND/HOLIDAY PICK-UP

A charge of \$195 will be assessed per each shipment, in addition to published rates, for service requested on Saturday, Sunday or Holidays.

ITEM NO. 29 WEIGHING CHARGE

At the request of the shipper, Freight Forwarder will weigh a vehicle for the purpose of obtaining the net and tail weight of a vehicle. A charge of \$150.00 will be assessed for each such service, in addition to all other applicable rates and charges.

ITEM NO. 30 COLLECT ON DELIVERY (COD)

The charge of the destination Freight Forwarder for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD as prescribed herein will be \$25.00.

ITEM NO. 31 MINIMUM CHARGE PER SHIPMENT

Except as otherwise provided, the minimum charge per shipment shall be at least \$695.00

ITEM NO. 32 CUBIC CAPACITY AND DENSITY

The provisions of this item will apply to any shipment, or portion thereof, which is 5 pallets or more.

The provisions of this item are not applicable in connection with:

Rates determined by any Unit Measure other than by weight, Capacity Load Minimum Charge, Exclusive Use of Vehicle or Maximum Charges, Truckload or Volume rates and Charges per Vehicle or Trailer used; or where the otherwise applicable charge is greater than the calculation in this item.

The cubic capacity of the shipment shall be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with STB NMF 100 Series, item 110, Section 8(a) and (b), except a minimum vertical dimension of eighty (80) inches shall be used to determine the cube of the individual shipping unit(s) when top loading is precluded because of: the nature of the article/commodity when due to the irregular shape on top (e.g., machines, etc), packaging or lack of packaging used, palletization in "pyramided" , "rounded off" , or "topped off" fashion, specific instructions by the shipper or by notation on the bill of lading; or packaged units bearing instructions that the freight is not to be top loaded or double stacked.

The minimum charge under this item will be based upon the calculated weight and the applicable rate. The calculated weight will be determined by multiplying the total cubic feet by six (6) pounds for each cubic foot or portion thereof. The minimum charge will then be determined as follows:

Multiply the calculated weight by the applicable class 150 rate from the customers base rates less a 50% discount. The class 150 rate used here shall not be reduced or increased by any exception class, class tier/grouping or Freight All Kinds class rating(s) contained in the customers pricing. Where the customers pricing is determined from mileage rates or where their applicable base rates do not provide a class 150 rating and rate, the minimum charge shall be determined by multiplying the calculated weight by the applicable class 150 rate.

For the purpose of applying this rule and charge, when two or more shipments are tendered to Carrier from the same place during one calendar day for delivery to one place, they will be considered one shipment.

Any overflow portion of a truckload shipment which is charged for as a separate shipment will be subject to the provisions of this item.

ITEM NO. 33 EXPORT SHIPMENTS-PREPAYMENT OR COLLECTION OF FREIGHT CHARGES

All shipments for export (except export shipments moving on Government Bills of Lading) must be prepaid or charges must be guaranteed by the shipper, including all accessorial service charges, including but not limited to, all charges paid to stevedores, public loaders, riggers, wharfage, and prepay or guarantee labor charges assessed at railroad controlled steamship piers or wharves. On collect shipments, the bills of lading and shipping orders must show in the body thereof the name and address of the broker, agent or party who must be located within the United States, except Alaska and Hawaii.

ITEM NO. 34 PAYMENT OF FREIGHT BILLS

Payment of freight bills is due within 15 days of invoice.

A service charge of 10% of the total invoice amount, inclusive of all accessories, will be assessed for invoices not paid by the due date.

An incremental service charge of 10% of the total invoice amount will be assessed for invoices 10 days past the due date (i.e., the total service charge for invoices >10 days late will be 20% of the invoice amount).

An incremental service charge of 10% of the total invoice amount will be assessed for invoices 10 days past the due date (i.e., the total service charge for invoices >30 days late will be 30% of the invoice amount).

In the event that legal action is necessary in order to collect any indebtedness, a further collections charge of 30% will be added to the amount turned over for collection.

Freight Forwarder will not deliver until all freight charges are paid by certified check, cash, ACH or electronic wire, except when other arrangements for credit extension have been made by shipper or consignee prior to delivery in accordance with rules and regulations. Freight Forwarder reserves the right to halt goods in transit if freight bills, including surcharges and accessories, are not current.

If consignor and/or consignee request a Proof of Delivery and/or a Freight Bill, there shall be a charge of \$5.00 per Proof of Delivery/Freight Bill, per each individual item.

ITEM NO. 35 ADVANCING CHARGES

Freight Forwarder will advance charges for loading or unloading for collection with other transportation charges. Where a per diem charge is assessed for a trailer or container, the Freight Forwarder will advance such charge for collection with other lawful transportation charges.

NOTE - A service charge of 10% of the amount advanced will be charged for any amount advanced.

ITEM NO. 36 TRANSPORTATION OF HAZARDOUS MATERIALS AND/OR WASTE

Shipper is required under the statutes and regulations of the United States and its agencies to comply with the regulations governing the shipping of various dangerous hazardous materials.

It is the responsibility of the shipper to pay all penalties and fines when the shipper tenders hazardous or dangerous materials to the Freight Forwarder and fails to properly mark the bill of lading, label the shipping containers, furnish the appropriate signs for the vehicle, or fails to comply with any other regulations, rules, or requirements for the shipment of hazardous or dangerous materials.

Freight Forwarder will, if a fine and/or penalty is imposed or assessed, send shipper a balance due bill for the shipment causing the fine and/or penalty. Shipper will be assessed, as additional charges, the amount paid in fines and/or penalties asserted against the Freight Forwarder, together with any legal fees or expenses incurred by the Freight Forwarder in connection herewith.

Shippers tendering shipments of hazardous materials to Freight Forwarder must comply with all provisions of 49 CFR ' 100-177, inclusive. It is the responsibility of shipper to properly package and load shipments of hazardous materials on Freight Forwarder=s trailers. In the event of damage to other cargo, Freight Forwarder=s equipment, or other property due to leaking, faulty packaging, improper loading, or securing of the shipper=s cargo, due to no fault of the Freight Forwarder, shipper shall be responsible for payment for damages and clean-up costs caused by such cargo.

In addition to all other applicable charges, a charge of \$0.10 per mile, with a minimum charge of \$125.00, will be assessed for any shipment containing a product classified by the Environmental Protection Agency and/or Department of Transportation as being hazardous and/or dangerous and which requires material placards to be affixed to the truck.

ITEM NO. 37 FUEL SURCHARGE

All shipments tendered to Freight Forwarder by Shipper shall be subject to fuel surcharge as outlined in the Schedule below. The index of fuel prices shall be the Department of Energy's National Average Diesel Fuel Price Index, as quoted after 4:00 p.m. on the Monday of each week. Said Index is to be ascertained directly from the Department of Energy by calling 202-486-6966 each Monday afternoon. Should Monday fall on a holiday, the Index of the next business day that is not a holiday will be used to determine applicable fuel surcharges. The surcharge will be assessed for all shipments originating between Monday through Sunday period.

DOE AVERAGE FUEL PRICE	FUEL	SURCHARGE		
		T/L	RAIL	LTL
\$1.30 < Fuel < \$1.349		-0-	1.5	-0-
\$1.35 < Fuel < \$1.399		2.0	2.5	3.0
\$1.40 < Fuel < \$1.449		4.0	3.0	4.0
\$1.45 < Fuel < \$1.499		6.0	4.0	5.0
\$1.50 < Fuel < \$1.549		8.0	5.5	5.5
\$1.55 < Fuel < \$1.599		10.0	6.0	6.0
\$1.60 < Fuel < \$1.649		10.5	7.0	6.5
\$1.65 < Fuel < \$1.699		11.0	7.5	7.5
\$1.70 < Fuel < \$1.749		11.5	8.0	8.0
\$1.75 < Fuel < \$1.799		12.0	8.5	8.5
\$1.80 < Fuel < \$1.849		13.0	9.5	9.0
\$1.85 < Fuel < \$1.899		14.0	10.0	9.5
\$1.90 < Fuel < \$1.949		15.0	10.5	10.5
\$1.95 < Fuel < \$1.999		16.0	11.0	11.0
\$2.00 < Fuel < \$2.049		17.0	12.0	11.5
\$2.05 < Fuel < \$2.099		18.0	13.5	12.0
\$2.10 < Fuel < \$2.149		19.0	14.0	12.5
\$2.15 < Fuel < \$2.199		20.0	14.5	13.0
\$2.20 < Fuel < \$2.249		21.0	15.5	13.5
\$2.25 < Fuel < \$2.299		22.0	16.0	14.0
\$2.30 < Fuel < \$2.349		23.0	16.5	14.5
Add'l \$0.05 in fuel price		Add'l \$1.0	Add'l \$1.0	Add'l \$1.0

NOTE 1: Price per gallon is based on the Department of Energy weekly national survey.

NOTE 2: Fuel surcharge is subject to minimum charge of \$10.00.

NOTE 3: National average price of diesel fuel provided by the Department of Energy can be monitored at: <http://www.eia.doe.gov> or by dialing (202) 586-8800.

ITEM NO. 38 BILLS OF LADING - CORRECTED

Corrected bills of lading or other written instructions from the shipper to change the freight charge collection status from collect to prepaid will be accepted only if received by Freight Forwarder within 90 days from the date of the initial bill of lading.

Corrected bills of lading or other written instructions to change the freight charge collection status from prepaid to collect will not be accepted once the shipment has been delivered. If payment of the freight charges has not been received, a change in freight collection status from prepaid to collect will be permitted provided the party responsible for payment of the initially billed charges submits a copy of the original purchase order or invoice showing the prepaid collection status of the original bill of lading was in error and a letter stating that the consignee will pay the charges upon receipt of a corrected freight bill. Section 7 provisions will not apply for corrected bills of lading.

Corrected bills of lading or other written instructions to change description or weight will not be accepted once the shipment has been delivered. Changes in description or weight will be permitted when Freight Forwarder is presented satisfactory proof (original invoice and descriptive literature) that the original bill of lading was in error.

ITEM NO. 39 ORDER-NOTIFY BILL OF LADING

All order-notify shipments will be subject to an additional charge of \$175.00 per shipment.

ITEM NO. 40 GOVERNING LAW

It is the intention of the parties that the provisions of this Agreement shall be construed and enforced according to the laws of the State of New Jersey to the extent that the latter are inconsistent with the applicable federal or state regulatory laws binding upon contractor. All controversies and claims arising hereunder, and all actions and proceedings shall be brought in the State of New Jersey.

TEM NO. 41 LIABILITY AS A WAREHOUSEMAN

(a) The Freight Forwarder shall be liable solely as a warehouseman for loss, damage or delay after the expiration of free time (seventy-two [72] hours) where such loss, damage or delay occurs:

- (1) after notice of the arrival of the property at the destination (of, if the property is intended for export, after notice of the arrival of said property at the port of export) has been duly sent or given, and
- (2) after placement of the property for delivery at destination or tender of delivery of the property to the party entitled to receive it has been made.

(b) Except in the case of negligence of the Freight Forwarder or party in possession, the Freight Forwarder or party in possession shall not be liable for loss, damage or delay which results:

- (1) when the property is stopped and held in transit upon the request of the shipper, owner or party entitled to make such request or;

- (2) from a defect or vice in the property, or;
- (3) from riots or strikes

The burden to prove freedom from such negligence is on the Freight Forwarder or party in possession.

(c) Except in the case of negligence of the Freight Forwarder, no Freight Forwarder or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, by faulty or impassible highway, or by lack of capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on the Freight Forwarder or party in possession.

(d) Liability of a warehouseman shall not exceed \$500.00 per shipment or is limited under any circumstances to ten cents (\$.10) per pound (1 lb) or two dollars (\$2.00) per one (1) cubic foot of cargo whichever is less. Freight Forwarder shall not be liable for consequential damages.

ITEM NO. 42 CONCEALED DAMAGE

When damage to contents of a shipping container is discovered by the consignee which could not have been determined at time of delivery, it must be reported by the consignee to the delivering Freight Forwarder upon discovery and a request for inspection by the Freight Forwarder's representative made. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing or by mail. If more than three (3) days pass between date of delivery or shipment by Freight Forwarder and date of report of loss or damage, and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the Freight Forwarder's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by Freight Forwarder. While awaiting inspection by Freight Forwarder, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

ITEM NO. 43 VERIFICATION UPON DELIVERY

The date the goods arrived at their final destination must be communicated to Freight Forwarder by fax or e-mail on the date of delivery or within twenty-four (24) hours thereof.

ITEM NO. 44 FREIGHT FORWARDER LIABILITY

Carrier Liability shall be determined under the Carmack Amendment, 49 USC 14706. The Carmack Amendment shall govern all claims, including intrastate shipments. The following are defenses to claims for delay, loss or damage to freight:

- Act of God
- Act of Public Enemy

Act of Public Authority
Act of Shipper
Inherent Vice of Goods

Carrier shall not be responsible for special or consequential damage.

The party responsible for payment of freight charges shall not offset from or delay the payment of lawfully established transportation charges from amounts claimed for freight claims.

Consignee shall have a duty to accept the freight. When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.

Carrier shall not be liable for damage caused by temperature unless temperature controlled service is requested on the bill-of-lading.

The party asserting the claim has a duty to mitigate the claim by salvaging the damaged goods.

Packaging must meet NMFC standards. Failure to meet NMFC standards is considered to be an Act of Shipper as described above.

ITEM NO. 45 LIABILITIES NOT ASSUMED

Freight Forwarder will not be liable for, nor shall any adjustment, refund or credit of any kind be made as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from its sole negligence. However, in no event will Freight Forwarder be liable for any such loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

- (a) The act, default or omission of the shipper, consignee or anyone else with an interest in the shipment.
- (b) The nature of the shipment or any defect, characteristic or inherent vice of the shipment.
- (c) Shipper's violation of any of the terms and conditions contained in this Tariff, as amended from time to time, or on a bill of lading, including, but not limited to, the improper or insufficient packing, securing, marking or addressing of shipments.

- (d) Public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, local disputes, civil commotions, hazards incident to a state of war, or weather conditions (as determined solely by Freight Forwarder); national or local disruptions in transportation networks due to events beyond Freight Forwarder's control, such as weather phenomena, strikes or natural disasters (e.g., earthquakes, floods, hurricanes); and disruption or failure of communication and information systems.
- (e) Acts or omissions of any person or entity other than Freight Forwarder, including compliance with verbal or written delivery instructions from the shipper, consignee or persons claiming to represent the shipper or consignee.
- (f) Loss of or damage to articles packed and sealed in packages by the shipper, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the consignee without written notice of damage on the delivery record.
- (g) Erasure of data from magnetic tapes, files, or other storage media or erasure of photographic images or sound tracks from exposed film.
- (h) Freight Forwarder's inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
- (i) Freight Forwarder's failure to honor "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings) or other special instructions not explicitly provided for in the Tariff on packaging, or damage to shipments not in packaging approved by Freight Forwarder prior to shipment where such prior approval is recommended or required herein.
- (j) Damage in transit or in handling of, or concealed or other damage to, fluorescent tubes, neon lighting, neon signs, X-ray tubes, glass or other inherently fragile items.
- (k) Shipper's failure to follow instructions given by Freight Forwarder for bill-of-lading preparation and notations required thereon.
- (l) Freight Forwarder's failure to notify shipper of any delay or loss of a shipment.

Upon the occurrence of any of the events described in (d) above, Freight Forwarder will make reasonable efforts to transport and deliver packages to their destination as quickly as possible under the circumstance

ITEM NO. 46 LIMITATION OF LIABILITY

Limitation of Liability – Domestic Ground Shipments

1. Except as otherwise provided, Freight Forwarder maximum liability for cargo loss or damage shall be limited as follows (in the event more than one limit of liability rule may apply to a shipment, the rule with the lesser maximum limit of liability will apply):

a. Freight Forwarder’s maximum liability on shipments subject to Pallet Rates, Spot Quote, Flat Rate or Volume will be:

- 1) Per Pound per package \$1.00
- 2) Maximum per shipment \$1,000.00

b. Unless otherwise provided, Freight Forwarder’s maximum Truckload liability per pound per package will be the lesser of the following not to exceed \$100,000.00 per shipment (whichever is less):

- 1) Actual invoice value;
- 2) Limited liability provisions shown on the bill of lading;
- 3) Applicable Released Value or Actual Value liability provisions of STB NMF 100 series;

Or

4) As shown in the table below, LTL shipments rated by Class of the articles as published in STB NMF 100 series, or the applicable Freight All Kinds (FAK)/Exception Class rating provided for the shipment. Fusion’s maximum liability per 100 lbs shipped will be that which is shown in Column B opposite the class shown in Column A.

COLUMN A	COLUMN B	COLUMN A	COLUMN B	COLUMN A	COLUMN B
CLASS / MAXIMUM LIAB.		CLASS / MAXIMUM LIAB.		CLASS / MAXIMUM LIAB.	
50	\$1.05	85	\$8.55	175	\$16.05
55	\$2.30	92.5	\$9.80	200	\$17.30
60	\$3.55	100	\$11.05	250	\$20.00
65	\$4.80	110	\$12.30	300	\$20.00
70	\$6.05	125	\$13.55	400	\$20.00
77.5	\$7.30	150	\$14.80	500	\$20.00

2. Commodities tendered for shipment with an invoice value exceeding the value shown in (1) above will be considered to be of "Extraordinary Value" and may not be accepted for transportation unless the shipper requests "Full Value Coverage". (See Below)

3. Shipments inadvertently accepted with an invoice value or declared value shown on the bill of lading will be subject to:

- a. the application of "Full Value Coverage" rates through a 3rd party Liability Company without the consent of the customer. The payer of the freight charges will be responsible for the additional charges to add "Full Value Coverage"; or

- b. If "Full Value Coverage" is not added at the time of billing, the limit of liability for that shipment will be based on the liability limitations as can be found above in Item 570 or customer specific pricing agreement.
4. On shipments handled by Freight Forwarder in connection with another carrier (either Motor; Water or Rail), the lesser of either carrier's maximum liability provisions will apply. FOR EXAMPLE: If the other carrier's maximum liability on a specific shipment is \$5.00 per pound per package and Fusion Transport Logistics' maximum liability is \$9.80 per pound per package, the maximum liability of the other carrier and/or FUSION will be \$5.00 per pound per package.
5. If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.
6. The term "package" means any primary shipping package authorized by the provisions of individual tariffs or NMF 100 series. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the maximum liability of FUSION will be determined by separately multiplying the weight of each individual package lost or damaged "times" the maximum liability per pound.
7. Released Value for Incandescent, Fluorescent or other types of lighting bulb or tube shall be limited to \$0.10 per pound per package or Maximum of \$10,000.00 per shipment.
8. Liability for loss, damage or destruction of Live Plants and/or Perishable Goods will be \$.50 per pound.
9. Liability for loss, damage or destruction of the following commodities shall be limited to \$5.00 per pound per package:
- a. Cigarettes, Cigars and Smokeless Tobacco;
 - b. Plasma, Projection, LCD and any other Television product;
 - c. Metal Filing Cabinets, Metal Tool Boxes on wheels, Pet Carriers, Metal Partitions and Shelving;
 - d. Surfboards, Canoes and Kayaks;
 - e. Wheels, chrome, magnesium, aluminum, or other than steel;
 - f. Ladders;
 - g. HVAC and Air Conditioning units not completely enclosed with appropriate packaging
 - h. Photo Copying Machines (copiers)

i. Aircraft Parts

10. Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by Freight Forwarder from the original shipper, will be limited to lost freight only and Freight Forwarder will not be responsible for damages.

11. Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by Freight Forwarder from the original shipper and delivered without exception, when Freight Forwarder is not given an opportunity to inspect prior to return, will be limited to lost freight only and FUSION will not be responsible for damages.

12. Liability for loss, damage or destruction of property bought over the internet from companies including, but not limited to eBay, Amazon and others, will be subject to a maximum liability of \$0.50 per pound where carrier liability is established.

13. Liability for loss, damage or destruction for freezable cargo shall be subject to the limitations as provided in Freight Forwarder freezable policy.

14. Corrected bills of lading or letters of authority to change or add valuations after delivery of the shipment shall not be accepted by carrier to determine liability.

15. When carrier performs a cross dock service on behalf of a customer to load or unload containers for prior or subsequent movement with a water carrier, liability for any claims shall be limited to \$0.50 per pound or actual loss, whichever is less.

16. Liability for loss, damage or destruction of an Interplant Move will be limited to \$2.00 per pound per package. An Interplant Move is a shipment by a company from one of its facilities to one or more of its other facilities or facilities of its divisions or subsidiaries of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers or manufacturing facilities.

17. The provisions named above will not apply on commodities subject to specific released or actual value in items contained in STB NMF 100 series, but in no case will FUSION's liability exceed that outlined in Paragraph 1(a or b) of this part.

ITEM NO. 47 EXCESS VALUE

Liability for loss, damage or delay for digital tv decoders, receivers or set top boxes ; radio, television and related articles; televisions (TV'S) or video or multimedia monitors or displays; televisions (TVS), projection type; televisions (TV'S), rear-projection type; flat screen televisions or monitors shall not exceed \$0.50 per pound, up to a maximum of \$50,000.00 per shipment, unless SHIPPER has requested excess value coverage and paid an excess value charge of \$0.50 per each \$100 in excess of the maximum liability. SHIPPER must enter the full value of each shipment of flat screen televisions or monitors on the bill-of-lading, and must enter the words "**INSURE THIS SHIPMENT FOR**" on the bill of lading along with the amount of the full value of the shipment. In the event of a loss, if the value entered on the bill of lading is determined to be less than the full value of the shipment, Fusion's maximum liability shall be the amount of the loss multiplied by the fraction determined by dividing the insured amount by the full value of the shipment. Shipments of flat screen televisions or monitors shall not be insured for more than the actual full value of the shipment not to exceed \$50,000.00.

(a) Shipments Inadvertently Accepted

Shipments having a value in excess of \$25.00 per pound per article or \$50,000.00 for a single trailer or container will not be accepted for transportation unless the shipper has requested excess value coverage as provided herein. Shipments inadvertently accepted with a value in excess of these amounts, but without excess value coverage, will be considered to have been released by the shipper at \$25.00 per pound per article or \$50,000 for a single trailer or container, whichever is less.

(b) Excess Value Coverage

If shipper desires to tender a shipment requiring Freight Forwarder liability in excess of \$25.00 per pound per article or \$50,000 for a single trailer or container, then shipper must notify Freight Forwarder in advance of shipment in writing or by fax or e-mail specifically requesting excess value coverage, and stating the amount of coverage requested. Valuations entered on a bill of lading or receipt shall be disregarded and do not comply with this requirement. Excess value coverage will become applicable only when acknowledged by Freight Forwarder in writing or by fax or e-mail.

(c) Excess Value Charge

Excess value coverage will be available from Freight Forwarder at an excess value charge of \$.50 per each \$100 in excess of the initial maximum liability, subject to a minimum excess value charge of \$25.00. Excess value charges are in addition to the freight charges otherwise accruing to the shipment.

(d) Measure of damages

Freight Forwarder's liability shall in no event exceed the lesser of the following:

- The origin market value of the goods lost, damaged or delayed, or

- The shipper's cost to manufacture or replace the goods

(f) Special or Consequential Damages

In no event shall Freight Forwarder be liable for incidental, special or consequential damages, including but not limited to loss of income or profits, whether resulting from loss, damage or delay, and whether or not Freight Forwarder had knowledge that such damages might be incurred.

(g) Commercial Zone Shipments

Notwithstanding any other provisions herein, shipments moving in trailers or ocean containers between points in a Commercial Zone, as defined in 49 CFR Part 372, Subpart B - Commercial Zones, and having a prior or subsequent movement by water, shall be subject to the following maximum limitation of liability:

\$500 per trailer or container

ITEM NO. 48 LIMITED LIABILITY COMMODITIES

Fusion limits its cargo liability when transporting the following commodities to the lesser of the actual market value or 50 cents per pound of the kind and quantity of the freight damaged or destroyed. Applies to all Freight Forwarder's freight, commercial, surface and Air movements.

- Aluminum extrusions exceeding 8 foot in length
- Products with glass surfaces whereas the glass is broken
- Clay pottery or articles made of clay
- Non-crated automotive and truck body parts, including bumpers and fenders
- Carpeting or vinyl flooring in rolls or remnants
- Coupons
- Household goods, personal effects and non-specific FAK commodities
- Assembled Furniture
- Oriental or Persian rugs
- Perfume products
- Light Poles

- Any item in excess of 10 feet in length that is insufficiently packaged or unpackaged.

- Light Fixtures

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

- Light bulbs

- Non-packaged freight or insufficiently packaged freight

ITEM NO. 49 FILING OF FREIGHT CLAIMS

1. Claims shall be processed pursuant to 49 CFR 370.
2. Claims must be filed within 9 months of delivery or within 9 months of when the goods should have been delivered in the case of lost goods.
3. Lawsuit must be filed within 2 years and a day of the denial of the claim.
4. Claims must be (1) in writing; (2) identify the shipment; (3) set forth the amount of damage in a discernible amount (claims "in excess of \$100" are not acceptable).
5. A claim is deemed denied if it is declined to any extent.
6. The party asserting the claim must preserve damaged freight so that it may be inspected by Carrier.
7. For purposes of filing a claim, only the weight of the damaged or lost freight shall be considered.
8. A broker or third party logistics company shall act as agent of the shipper for purposes of agreeing to and binding shipper for released rates.
9. When freight is shipped inbound collect, Forwarder's limitation of liability applies, even though the consignee has not seen the bill of lading. In this situation, the Consignor is deemed the agent of the consignee for purposes of freight arrangements.

ITEM NO. 50 FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT

Freight Forwarder is not obligated to receive freight liable to damage other freight or Freight Forwarder's equipment. Such freight may be accepted and receipted for subject to delay for suitable equipment or may be refused for lack of suitable equipment.

ITEM NO. 51 REFUSED OR UNDELIVERABLE SHIPMENTS

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

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

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

ITEM NO. 52 RE-DELIVERY

When a shipment is tendered for delivery and through no fault of Freight Forwarder such delivery is refused, a charge of \$2.55 per mile, subject to minimum charge of \$450 plus applicable detention, will apply for each time the Freight Forwarder returns to effect delivery of the shipment.

ITEM NO. 53 NEW YORK ARBITRARY CHARGES

On shipments to or from points located in the five boroughs of New York, NY and Nassau, Suffolk, and Westchester Counties, NY, there will be a New York arbitrary charge of \$250.00 per vehicle or a charge of \$1.85 per mile, whichever is higher, in addition to all other charges.

ITEM NO. 54 MAXIMUM WEIGHTS

Distance or mileage commodity rates will be predicated on a maximum weight of 44,000 pounds. Any weight in excess of 44,000 pounds will be subject to an additional charge of \$0.20 per mile, per mile, per 1000 pounds or fraction thereof, in addition to all other applicable charges. At the request of shipper or consignee, Freight Forwarder will weight shipment, subject to a charge of \$100.00, in addition to all other applicable charges.

ITEM NO. 55 OVERLOADS

Weight reflected on the bill of lading must be identical to weight actually loaded on unit, including pallets or other dunnage. If weight loaded on unit, including pallets or other dunnage, exceeds weight reflected on the bill of lading, and, if such excess weight results in an overload fine to the Freight Forwarder, shipper agrees to pay such overload fine in addition to all other applicable charges. Any excess mileage incurred due to overload will be charged at \$2.50 per mile, per vehicle, subject to a minimum charge of \$500.00, in addition to all other applicable charges.

ITEM NO. 56 STRIPPING AND RELOADING (SWING LOADS)

When Freight Forwarder performs unloading, and reloading of trailers at its facility, a charge of \$500 will be assessed for each swing load performed.

ITEM NO. 57 TEAM SERVICE

For team service there will be an additional charge of \$0.50 per mile in addition to the published rate.

ITEM NO. 58- LIABILITY - MEXICO

Shipments moving between the United States and Mexico, while in Mexico, are not afforded cargo liability protection by Carrier. However, when requested by the shipper on the Bill of Lading, Carrier will provide cargo protection subject to the following conditions:

(a) Where the shipper indicates Excess Value Coverage and declares a value on the Bill of Lading, Carrier will provide cargo liability protection for loss, damage, or destruction to any shipment or part thereof based on the shipper declared value (or actual invoice value if lower) of the commodities or articles lost, damaged or destroyed when the charges shown in paragraph (b) have been paid. If only a portion of the shipment is lost, damaged, or destroyed, Freight Forwarder liability is limited to the portion lost, damaged or destroyed and will be based on the weight of the part lost, damaged, or destroyed. The shipper declared value and the gross shipment weight for the entire shipment will be used to determine the value per pound and applied to the weight of the part lost, damaged, or destroyed in order to establish the applicable cargo liability.

(b) The charge for cargo liability protection will be \$1.00 for each \$100.00 value (or fraction thereof) declared subject to a minimum charge of \$50.00 per shipment.

ITEM NO. 59 LIABILITY - CANADA

Freight Forwarder 's liability for loss, damage, or destruction to any shipment or part thereof in connection with shipments originating in the provinces of Canada is limited to the

- (1) actual invoice value of the commodities or articles lost, damaged or destroyed;
- (2) limited liability provisions of the Bill of Lading; or,
- (3) applicable limited liability provisions of the NMFC; whichever is less, subject to a maximum liability of \$2.00 (Canadian dollars) per pound based on the entire weight of the shipment, unless Excess Declared Value Coverage is requested. Commodities or articles accepted with an invoice value exceeding \$2.00 (Canadian dollars) per pound without a specific request for Excess Declared Value Coverage will be considered to have been released by the shipper at a maximum of \$2.00 (Canadian dollars) per pound.

ITEM NO. 60 MINIMUM CHARGE

Cubic Capacity and Density :

The provisions of this item will apply to any shipment, or portion thereof, which is 750 cubic feet or more and has an average density of less than six (6) pounds per cubic foot (PCF). Average shipment density to be calculated using actual shipment weight.

The provisions of this item are not applicable in connection with:

Rates determined by any Unit Measure other than by weight.

Capacity Load Minimum Charge.

Exclusive Use of Vehicle or Maximum Charges.

Truckload or Volume rates and Charges Per Vehicle or Trailer used; or

Where the otherwise applicable charge is greater than the calculation in this item.

The cubic capacity of the shipment shall be determined by totaling the cubic feet of each packaged unit in the shipment, in accordance with STB NMF 100 Series, item 110, Section 8(a) and (b), except a minimum vertical dimension of eight (8) feet (nine (9) feet when a bulk head has been constructed in a Freight Forwarder vehicle by the shipper) shall be used to determine the cube of the individual shipping unit(s) when top loading is precluded because of:

The nature of the article/commodity when due to the irregular shape on top (e.g., machines, etc).

Packaging or lack of packaging used. Palletization in "pyramided" , "rounded off" , or "topped off" fashion. Specific instructions by the shipper or by notation on the bill of lading; or Packaged units bearing instructions that the freight is not to be top loaded or double stacked.

The minimum charge under this item will be based upon the calculated weight and the applicable rate. The calculated weight will be determined by multiplying the total cubic feet by six (6) pounds for each cubic foot or portion thereof. The minimum charge will then be determined as shown in (a) or (b) below.

Multiply the calculated weight by the applicable class 150 rate from the customers base rates less 50% discount. The class 150 rate used here shall not be reduced or increased by any exception class, class tier/grouping or Freight All Kinds class rating(s) contained in the customers pricing.

Where the customers pricing is determined from mileage rates or where their applicable base rates do not provide a class 150 rating and rate, the minimum charge shall be determined by multiplying the calculated weight by the applicable class 150 rate from the class rate tariff less a 50% discount.

For the purpose of applying this rule and charge, when two or more shipments are tendered to Carrier from the same place during one calendar day for delivery to one place, they will be considered one shipment.

Any overflow portion of a truckload shipment which is charged for as a separate shipment will be subject to the provisions of this item.

ITEM NO. 61 FUSION'S LIABILITY AS AN AIR FREIGHT FOWARDER

Liability and Indemnity: In the event that Freight Forwarder, in its sole discretion, decides to use an air carrier as substituted service or issues an air waybill, Shipper hereby agrees to be bound by such individual air carrier's bill of lading (whether issued or not) and such air carrier's applicable tariff(s), including, but not limited to, all limitations of liability and defenses therein. If there is a conflict between the air carrier's bill of lading (whether issued or not) and such air carrier's applicable tariff(s) and Freight Forwarder's air waybill or its air tariff(s) the applicable bill of lading (whether issued or not) or tariff(s) which result in the lowest limitations of liability, will take precedence. Furthermore, all Freight Forwarder air limitations of liability, as stated or incorporated herein, will be applicable if Freight Forwarder decides to transport the shipment via some other mode. Freight Forwarder's limits of liability for cargo, loss and/or damage are stated above. Freight Forwarder retains a lien on the shipment for all applicable transportation charges.

When an airway bill is issued Shipper and Freight Forwarder hereby expressly waive any and all rights and remedies that they may have against each other pursuant to the Interstate Commerce Act as codified at 49 USC Subtitle IV, Part B, chapters 131-149.

All claims must be in writing. All claims for loss, damage and/or delay (except concealed damage claims) must be filed in writing with Freight Forwarder within ninety (90) days of the date of pick-up. All claims for concealed damage must be filed in writing with Freight Forwarder within seven (7) days of the date of pick-up.

All lawsuits for cargo claims must be filed in a court of competent jurisdiction within one (1) year of the date of pick-up Shipper will comply with all federal laws and regulations regarding air cargo transportation. Shipper will not tender any shipments that are prohibited for air transportation Hazardous materials/dangerous goods (as defined, and/or controlled, by the rules and regulations of IATA, ICAO or the US DOT) are strictly prohibited. Shipper agrees to indemnify, defend and hold Freight Forwarder harmless for any loss, liability or claim, including fines, which Freight Forwarder may incur from Shipper's failure to comply with this paragraph. Freight Forwarder or Carrier will not be liable for consequential damages.

For U.S. domestic air shipments, the total liability of Freight Forwarder and its agents, including liability for special or consequential damages, shall be the lesser of:

- a. 50 cents per pound/per shipment (but not less than \$50.00 per shipment) unless the shipper declares a higher value on this air waybill at the time the shipment is tendered to Freight Forwarder, and an additional transportation charge as shown on this air waybill has been paid for the amount of declared value exceeding 50 cents per pound plus the amount of any transportation charge for which Freight Forwarder may be liable; or
- b. The amount of any damage actually sustained.