

C & M Forwarding Co., INC.

C & M TARIFF 1000-Q

EXCEPTIONS TO UNIFORM CLASSIFICATION

ALSO:

RULES AND REGULATIONS

Applicable when and to the extent reference is made hereto by tariffs of class rates.

Governed, except as otherwise provided herein, by Rules and Regulations contained in National Motor Freight Classification NMF 100-X, ICC NMF 100-X, supplements thereto and reissues thereof.

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PRINCIPAL OFFICE:
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ISSUED BY:
 KEVIN DALEY
 PRESIDENT

TARIFF CMFC 1000-Q

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RULE	RULES AND REGULATIONS
10	<p style="text-align: center;">ADVANCE CHARGES</p> <p>Upon request, the forwarder as the initial carrier will carry forward as advance charges, for collection from the consignee, the following:</p> <p>(a) Transfer charges of recognized companies, firms or individuals, regularly handling freight between railroad, or boat lines and forwarder's outbound freight stations.</p> <p>(b) Freight charges, also cartage and storage charges, on freight stored in public warehouse by the forwarder if re-forwarded to other destinations.</p>
	<p>a shipment to carrier's assembling station at Rochester, N.Y. in lieu of pick-up service authorized herein, or when consignee elects to pick-up shipment at carrier's terminals at Chicago, IL, Jamaica, NY or Edison, NJ in lieu of delivery service, and allowance will be made to such consignor or consignee as follows: on less-than-truckload shipments or shipments tendered as less-than-truckload shipments 20 cents per 100#; on truckload shipments or shipments tendered as truckload 10 cents per 100#. No</p>

allowance will be made on shipments not entitled to free pick-up or delivery service.

Airline Advance Charges:

Upon request of the customer or forwarder, C&M will advance charges as available to cover applicable charges (detention, import service charge, etc).

(a) up to \$100.00, a service charge of \$25.00 will apply per payment/hawb issued

(b) \$101.00 and over will be set at the time of the request (minimum \$25.00) per payment or hawb issued

BILLS OF LADING

25

(a) A Bill of Lading and Shipping Order must accompany each shipment. The full name and address of consignor and consignee must be shown therein, together with the description of articles, the exact weight thereof and any special marks appearing on the package.

(b) If the freight charges are to be "PREPAID", the bill of lading and shipping order must be so marked, and freight bill covering the prepaid charges will be rendered to the shipper directly.

CAPACITY LOADS

30

(Not applicable to Rule 90 - Exclusive Use of Vehicles)

1. Truckload Shipments.

When a truckload shipment exceeds the quantity that can be loaded in or on a single vehicle, the following provisions will govern.

A. The weight on each fully loaded vehicle will be charged for at actual weight, but not less than the TL minimum weight provided for in the governing tariff or classifications, subject to minimum charges provided in Paragraph 4 herein.

B. Not more than one vehicle may be loaded to less than full capacity. The weight on the vehicle loaded to less than full capacity will be charged for at the applicable TL rate, subject to a minimum weight of 10,000 pounds, but the charge shall not be in excess of that based on the LTL rate at the actual weight.

C. On mixed shipments, the minimum charge for the entire shipment will be based on the rate and minimum weight for the commodity having the greatest actual weight in the shipment, computed in accordance with Paragraphs A and B of this section.

2. Less than Truckload or Any Quantity Shipments.

A. When a single LTL or AQ shipment is loaded to the full capacity of a single vehicle or exceeds the capacity of a single vehicle the freight on each fully loaded vehicle or vehicles will be charged for at the applicable LTL or AQ rate and actual weight, but not less than:

(1) The applicable Class 100 LTL rate for 16,000 pounds, OR

(2) The charge at the truckload rate and minimum weight, subject to minimum charges provided in Paragraph 4 herein, whichever is lower.

B. The charge for the excess or overflow from the fully loaded vehicle or vehicles will be computed on the actual weight and applicable LTL or AQ rate, but not more than the charge at the applicable truckload rate and applicable minimum weight, subject to minimum charges provided in Paragraph 4 herein.

3. Conditions and Definitions.

A. The terms "fully loaded", "full capacity", and "loaded to capacity", as used herein are synonymous, each term meaning that quantity of freight which, in the manner loaded, so fills a vehicle that no additional article in the shipping form tendered, identical in size to the largest article in the shipment, can be loaded in or on the vehicle. Loading shall, in no case, exceed the maximum weight of 44,000 lbs.

except as provided in Paragraph C.

C. On shipments in trailers received from or delivered to water carriers or air carriers, each
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trailer, regardless of size, will be charged for at the actual weight, but not less than the truckload minimum weight. Two trailers, each twenty feet or less in length, when loaded on a single transporting chasses, will be considered as one trailer for the purpose of this paragraph.

4. Truckload Minimum Charges on Capacity Loads, as defined in Paragraph 3A.

RATE BASE	MIMUMUM CHARGE	RATE BASE	MIMUMUM CHARGE
22	\$975.00	103,103A	\$995.00
23,24,25	\$975.00	106	\$880.00
26,27	\$995.00	109	\$935.00
29	\$995.00	109A	\$985.00
90,92	\$835.00	111	\$890.00
92A	\$835.00	114,114A	\$975.00
96,98	\$815.00	117A	\$975.00
98A	\$855.00	119A	\$985.00
101	\$875.00	124A	\$990.00
101A	\$875.00		

CREDIT & COLLECTIONS POLICY

40

As a condition of extending credit to customers, C&M Forwarding reserves the right to retract any line of credit in the case the account does not remain in good standing. C&M Forwarding also reserves the right to require customers to agree to bank draft arrangements, provide a security deposit, or to provide a bank letter of credit. The invoice date begins the credit term cycle and all payments are due within 15 days from the invoice date. Failure to keep your C&M account in good standing will result in the account being placed on cash or prepayment only basis; the assignment of this status may also result in: the loss of any discounts, delay in services, or the inability to request further services.

The shipper and any other party liable for payment will be responsible for any reasonable costs incurred by C&M Forwarding in the process of attempting to collect payment on accounts. These costs may include but are not limited to: attorneys' fees, collection fees, interest, and court costs. In the case a customer is under credit hold no service guarantees or claims will apply. Credit may or may not be restored after all invoices and costs have been paid to C&M Forwarding.

C&M Forwarding also reserves the right to bill back to the shipper any third party billing arrangements once C&M Forwarding has exhausted attempts to collect unpaid charges.

C&M Forwarding is a transportation and logistics provider and must receive prompt payment to properly perform the requested service(s). In the case of a delinquent account and/or the assignment of prepayment or COD status, C&M Forwarding may hold/delay shipments or deliveries until the necessary invoices and collection costs (above) have been paid; as C&M Forwarding has no obligation to perform any service or release goods until payment has been made. In the case a shipment remains unsettled, storage and other miscellaneous charges will accumulate.

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C.O.D. AND ORDER NOTIFY SHIPMENTS

Except as otherwise indicated, C.O.D. shipments and shipments forwarded on Order Bills of Lading will be accepted for transportation.

Delivery will not be performed on order notify shipments unless the local agent or forwarder

holds the original bill of lading or has assurance of the surrender or such document to drayman upon tender of the shipment.

(a) A copy of the consignor's invoice, properly filled in with all details to substantiate the amount of the C.O.D., must be securely attached to the shipping order on which the shipment is tendered for transportation. The letters "C.O.D." must be typed or written immediately before the name of the consignee on the shipping order, and the letters "C.O.D." must be clearly marked and evident on each package comprising the shipment.

(b) Unless otherwise instructed in writing by the consignor, only certified check in favor of the forwarder will be accepted in settlement of C.O.D. amounts. Such payment shall include the amount of the consignor's C.O.D. charges (invoice), plus the forwarder's collect freight charges and the forwarder's C.O.D. collection charges (See Rule 50). Amounts due consignor will be remitted to consignor only after collection has been made from the consignee.

(c) If the specific instructions of the consignor permit acceptance of consignee's uncertified check, such check will be accepted only in favor of the consignor, and the forwarder's responsibility shall be limited to securing and transmitting such check. The forwarder's C.O.D. collection charges (See Rule 50) and the forwarder's collect freight charges, will be collected at the same time.

(d) C.O.D. shipments will not be accepted with the privilege of examination or trial, or bearing instructions to make partial delivery.

(e) C.O.D. shipments will not be accepted or receipted for when billed to one firm or person with instructions to collect charges from another firm or person.

(f) A charge is made by the freight forwarder for collection and remittance of C.O.D. amounts as shown in Rule 50.

CHARGES FOR C.O.D. COLLECTIONS

50 A charge is made by the forwarder for the collection and remittance of C.O.D. amounts as follows:

Shipper's C.O.D. Amount:	Forwarder's Collection and Remittance Charges:
Up to \$1000	\$49.85
Over \$1000	A rate of \$49.85 per \$1000

CUSTOMS OR IN BOND SHIPMENTS

52 Shipments moving under United States Customs Bond (NOTE A) will be subject to the following charges, in addition to all other lawfully applicable rates and charges:

LTL OR AQ SHIPMENTS

Up to 5,000 pounds	\$2.90 per cwt	Minimum \$52.75
Over 5,000 pounds	\$2.65 per cwt	Maximum \$290.00

TRUCKLOAD SHIPMENTS

Over 20,000 pounds	\$1.32 per cwt
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NOTE A: Shipments moving in bond must be on a separate bill of lading for each origin and for each destination point, and may not be combined with any other shipment.

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RULE RULES AND REGULATIONS

52 CUSTOMS INSPECTION FREE TIME AND DETENTION CHARGES

concluded

SHIPMENT WEIGHT	FREE TIME IN MINUTES
2000 lbs. or less	60
2001 lbs. to 5000 lbs.	120

5001 lbs. to 10000 lbs.	165
10001 lbs. to 15000 lbs.	195
15001 lbs. to 20000 lbs.	240
20001 lbs. to 28000 lbs.	270
28001 lbs. to 36000 lbs.	315
36001 lbs. or more	360

MINIMUM CHARGES:

Shipments originating from airport or air cargo buildings:

Min. Chg.: \$95.00

Shipments originating from coastwide, export, or intercoastal piers, wharves, or sheds, or from consolidating or distributions stations:

Min. Chg.: \$150.00

Shipments originating from an airline, airline handling unit or warehouse on airport property are to be assessed a charge of \$25.00 per HAWB. Applicable detention as incurred will be assessed per the current C&M detention rules (see rule 80).

(A) LTL or AQ shipments, which are or can be loaded for delivery into a 20 foot closed delivery truck, a charge of \$45.00 per quarter hour (\$180.00/hr) or fraction thereof.

(B) TL shipments, rated as 20,000# or more, and shipments which, because of bulk, size or weight, require the use of flatbed trucks, semi-trailers or other special equipment, a charge of \$45.00 per quarter hour or fraction thereof.

(C) Full trailer loads, on which no other shipment is or can be loaded, a charge of \$45.00 per quarter hour or fraction thereof.

(D) Full containers, sealed by the consignor, a charge of \$45.00 per quarter hour or fraction thereof.

LIMITS OF LIABILITY

53

LIABILITY OF CARRIER

Unless expressly agreed to in writing, carrier shall not be liable for any direct or consequential damages arising from its performance, or lack of its performance, of any transportation or other services governed by its tariffs. This provision shall not apply to cargo claims for physical damage or shortage.

For all physical damage or shortage claims, not calim amount shall be acknowledged for \$100.00 or less.

For claims involving repairs or labor requirements, no labor rate exceeding \$50.00 per hour shall be accepted or paid.

A) General Liability

All claims for noted loss or damage must be filed in writing within six months after the delivery; any concealed loss or damage must be filed within five business days of the delivery

Except noted below, the carrier's liability for loss or damage to any shipment or part thereof is limited to the actual invoice value of the commodities or articles lost or damaged or twenty five dollars

per pound per package, whichever is less, unless declared value coverage is requested, declared, Approved and the additional charges are paid (**additional declared value coverage is not insurance**). In no case shall the carrier's liability exceed \$100,000.00 per shipment. Carrier shall not be liable for loss, damage or for any delay to a shipment caused by an act of God, the public enemy, the law, the nature of the goods, or resulting from an act of the shipper.

B) Shipments by Handling Unit

Carrier's liability for loss or damage to any shipment or part thereof that has been priced per handling unit is limited to the:

- (1) Actual invoice value of the commodities or articles lost **OR**
- (2) Limited liability provisions of the Bill of Lading **OR**
- (3) Applicable limited liability provisions of the NMFC **OR**
- (4) One dollar per pound per package

Whichever of the above options is less unless declared value coverage is requested, approved and paid. In no case shall the carrier's liability exceed \$10,000 per shipment.

C) Spot/Flat Quote Shipments

Carrier's liability for loss or damage to any shipment or part thereof in connection with a Spot/Flat quote will be regulated by the terms of the quote but will in no event shall the carrier's liability be greater than the actual invoice value of the damaged or lost articles. In cases where the carrier's liability is not established by the terms of the spot quote, the carrier's liability will be limited to the:

- (1) Actual invoice value of the commodities lost or damaged **OR**
- (2) Limited liability provisions of the Bill of Lading **OR**
- (3) Applicable limited liability provisions of the NMFC **OR**

Whichever of the above options is less, subject to the maximum liability of \$1.25 per pound. In no case shall the carrier's liability exceed \$10,000 per shipment.

D) FAK

Carrier's liability will be the same as that of the FAK exception class or class reduction. Carrier's liability or part thereof for which the charges are determined by FAK class or exception class is limited to the:

- (1) Actual cost of the goods lost or damaged **OR**
- (2) Exclusions or limited liability provisions of the Bill of Lading **OR**
- (3) Lower released value of the NMFC for the commodity shipped or not to exceed \$50,000 (declared value coverage) **OR**
- (4) Lowest released value shown in the below chart based on the FAK exception class

Whichever of the above options is less, subject to the maximum liability of \$1.25 per pound. In no case shall the carrier's liability exceed \$10,000 per shipment.

CLASS	MAXIMUM LIABILITY PER POUND PER PACKAGE	CLASS	MAXIMUM LIABILITY PER POUND PER PACKAGE
50	\$ 1.00	110	\$ 7.00
55	\$ 2.00	125	\$ 7.00
60	\$ 2.50	150	\$ 7.00
65	\$ 4.00	175	\$ 7.00

70	\$	5.00	200	\$	7.00
77.5	\$	5.00	250	\$	15.00
85	\$	5.00	300	\$	15.00
92.5	\$	5.00	400	\$	15.00
100	\$	5.00	500	\$	15.00

E) Import and Export

Unless otherwise specified, liability on all international shipments, moving domestically, shall be limited to the higher of **\$50.00 per shipment or \$.50 per pound**, This applies to shipments or any part of, lost or damaged while in our possession.

When a Shipper declares value that exceeds \$.50 per pound or \$50.00 per shipment, whichever is **greater an additional charge of \$.65 per each \$100.00 or fraction thereof will be charged.**

Under no circumstances will C & M Forwarding Co. Inc., accept liability for any shipment exceeding **\$50,000** regardless of the declared value **without specific prior arranged approval.**

Should additional coverage be required, **please contact C & M Forwarding Co, at 1-585-279-0770** to arrange. If the Shipper executes a release rate in excess of \$50,000.00 without prior approval and rate and the shipment is accepted by C & M Forwarding Co., it shall be considered released at \$50,000 per shipment and will move subject to such limitations, applicable rates, and insurance charges.

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DELIVERY AND REDELIVERY

Only one delivery attempt will be made on a shipment. When through no fault of the carrier, delivery can not be accomplished, no further attempt will be made, except upon request. Any additional delivery attempts will be subject to the following rates and charges. The total redelivery charge will be for the account of the party requesting the additional delivery.

Redelivery charges will be assessed on the basis of \$8.55 per cwt (minimum of \$95.00) plus current applicable C&M fuel surcharge

If consignee elects to take delivery at the carrier's terminal instead of authorizing a redelivery, a charge of \$2.50 per one hundred pounds, subject to a minimum charge of \$50.00 will apply.

Should the delivery address require a change, a reconsignment rate will apply to be computed by 60% off current C&M applicable rate base (minimum \$150.00) plus current C&M fuel surcharge, will apply. In addition a BOL correction fee will also apply (\$25.00). These charges are to be in addition to any redelivery charges (see above).

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RULE

RULES AND REGULATIONS

60

DELIVERY - SPECIAL DELIVERY

When any delivery is required to be made, based on instructions received within less than eight normal working hours on the same day on which delivery is to be made, when such delivery requires the exclusive use of a delivery vehicle and its operator, a special delivery charge of one hundred fifty dollars (\$150.00) will be assessed in addition to all other lawful charges as provided for in this tariff.

The special delivery will be assessed to the shipper or consignee who specifically requests the service.

DELIVERIES TO EXPORT PIERS

65

Except as otherwise provided, shipments consigned to coastwide, export or intercoastal piers, wharves, sheds or export consolidating warehouses located at:

Bayonne, NJ	Jersey City, NJ	Port Elizabeth, NJ
Brooklyn, NY	Kearny, NJ	Port Newark, NJ
Edgewater, NJ	Linden, NJ	South Kearny, NJ
Hoboken, NJ	New York, NY	Staten Island, NY

which contain single articles weighing 500# or more, or with articles which, because of their size, weight or volume cannot be handled by one man, or shipments with a total aggregate weight in excess of 10,000#, will be subject to the following pier unloading charges, in addition to all other lawful charges (NOTE A).

SHIPMENT WEIGHT	RATE PER 100#	MINIMUM CHARGE	MAXIMUM CHARGE
500-24,999#	\$4.64	\$80.95	\$514.30
25,000# OR MORE	\$2.06	\$514.30	—

NOTE A: Pier unloading charges will be subject to any future increases in charges assessed at the piers. All other pier charges will be passed on as billed.

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DELIVERY SERVICE AT PRIVATE RESIDENCES AND OTHER SUCH LOCATIONS

SECTION A - GENERAL APPLICATION:

This Rule applies only when the consignee of a shipment is located at a private residence (Note A), apartment, camp (other than military), church, country club, estate, farm, marina, rectory, school or yacht club hereinafter referred to collectively as "residential" and only when consignor endorses Bill of Lading and Shipping Order on such shipments as required in Section B.

SECTION B - BILLS OF LADING:

On shipments requiring residential delivery, shipper (consignor) must so state on Shipping Order and Bill of Lading and must also state name, full address and telephone number of party to contact to arrange for delivery. The failure of the shipper to provide the carrier with this information at the time of shipment, will render the provisions of Sections C and D herein inapplicable.

SECTION C - ARRIVAL NOTICE:

Before initially attempting delivery carrier will provide consignee with a notice of arrival by telephone or mail and offer arrangement for delivery as provided in Section D. When carrier fails to comply with this Section or Section D and is unable, for any reason, to complete delivery of the shipment, no charge will be made for any subsequent notification, appointment, redelivery or storage caused by such failure.

SECTION D - ARRANGEMENTS FOR DELIVERY:

The carrier's arrival notice shall only ask consignee for a satisfactory delivery date and shall advise the consignee of the following:

- (1) That shipment is immediately available for delivery at carrier's terminal if desired, at no additional charge.
- (2) The date of the carrier's next scheduled delivery and whether morning or afternoon, for the delivery area involved.
- (3) The delivery requirements of the shipment, including:
 - (a) The weight of the shipment, its packaging and freight payment requirements.
 - (b) Extra charges applicable under Sections E and F, including extra charges applicable when extra labor is required (Rule 135) or when consignee requests delivery beyond the roadway, sidewalk or driveway accessible to vehicle (Rule 180).

(c) Any other such information that might assist advance planning on the part of the consignee and facilitate carrier delivery.

FOR EXPLANATION OF ABBREVIATIONS, NOTES AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF.

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RULE	RULES AND REGULATIONS				
<p>70 (concluded)</p>	<p>SECTION E - STORAGE: When consignee fails to advise carrier that it is unable to accept delivery on or before the date and time specified in Paragraph (2), Section D, of this Item, storage charges provided in Rule 100 will begin at 7:00 A.M. of the next business day.</p> <p>SECTION F - RENOTIFICATION; REDELIVERY: When the carrier complies with the provisions of Section C and D herein, and through the fault of the consignee, is unable to tender delivery as scheduled, a renotification charge of \$18.00 per shipment will be assessed in addition to the applicable storage charges and redelivery charges.</p> <p>SECTION G - PAYMENT OF EXTRA CHARGES: Charges for services described in Section E and F of this Item will be collected from consignee unless shipper (consignor) specifically requests such services on the Bill of Lading and Shipping Order of prepaid shipments. Such charges on shipments moving on Government Bill of Lading will in all cases, be collected from the U.S. Government.</p> <p>NOTE A - The term "Private Residence" shall apply to the entire premises on which a dwelling for living is located, except it will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.</p>				
<p>75</p>	<p>DELIVERIES TO GOVERNMENT AND SECURED INSTALLATIONS All deliveries to Government Installations, secured or Exposition/Exhibition/Convention Centers, will be assessed \$150.00 per shipment, in addition to all applicable rates and charges. Other locations considered secure or requiring the driver additional time may also be assessed this charge. Example: Waste Treatment Plant, Schools, Power Plants, etc.</p>				
<p>76</p>	<p>DELIVERIES TO CONSTRUCTION SITES All deliveries to Construction Sites will be charged an additional \$150.00 over all other applicable charges</p>				
<p>80</p>	<p>DETENTION RULES Upon attempting pick-up or delivery, waiting time in excess of free time indicated herein will be charged Detention Charges (See Rule 85). The time per vehicle shall start upon notification by the driver of the vehicle to the responsible representative of consignor or consignee at the place of pick-up or delivery of the arrival of the vehicle for loading or unloading, as the case may be, either on the premises designated by the consignor or consignee, or as close thereto as conditions on said premises will permit, and shall at the completion of the loading or unloading and receipt by the driver of a signed Bill of Lading or receipt for delivery, as the case may be. Time, if any, necessary to prepare a vehicle for loading or unloading will be excluded from the computation of time. The free time shall be as follows:</p> <table border="1" data-bbox="600 1417 1160 1479"> <thead> <tr> <th data-bbox="600 1417 840 1479">SHIPMENT WEIGHT</th> <th data-bbox="840 1417 1160 1479">FREE TIME IN MINUTES</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	SHIPMENT WEIGHT	FREE TIME IN MINUTES		
SHIPMENT WEIGHT	FREE TIME IN MINUTES				

Up to 5,000#	15
5,001 - 15,000#	30
15,001# and Up	60

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RULE	RULES AND REGULATIONS
85	<p>Charges for detention of equipment (See Rule 80 Detention Rules) will be computed in accordance with the following:</p> <p>(1) LTL and TL shipments, will have a charge applied of \$45.00 per quarter hour (\$180.00/hr) or fraction thereof.</p> <p>(2) TL shipments requiring excessive lay over, to be determined by the carrier, may have additional charges above and beyond detention applied.</p>
88	<p style="text-align: center;">DISCOUNTS</p> <p>When specific reference is made to this Rule, discounts and/or refunds stated on Forwarder's letterhead, signed by an Officer of the Forwarder's corporation, shall be considered a part of this tariff for a period of 120 days from indicated date of effect, applicable to all tariffs which specifically name ICC CMFC 1000-O as the governing tariff.</p>
90	<p style="text-align: center;">EXCLUSIVE USE OF VEHICLES</p> <p>1. Except as provided in Paragraph 2 of this rule, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported. The carrier has control of the vehicle and the unrestricted right to:</p> <p>(A). Select the vehicle or vehicles for the transportation of a shipment.</p> <p>(B). Transfer the shipment to other vehicles, and</p> <p>(C). To load other freight in the same vehicle with any such shipment.</p> <p>2. Upon demand (by consignor or consignee), the exclusive use of a freight carrying vehicle will be assigned to the transportation of a shipment subject to the following conditions:</p> <p>A. The demand must be given in writing, attached and referred to, or inserted in the Bill of Lading and the Shipping Order.</p> <p>B. The terms "Vehicle or freight carrying vehicle" as used in this Item, means a truck or trailer combination.</p> <p>C. The vehicle will be devoted exclusively to the transportation of the shipment, without the transfer of lading and without the breaking of seals, if any have been applied, except in cases of emergency, when the shipment will be given the exclusive use of the vehicle to which it is transferred.</p> <p>D. The consignor may not execute the non-recourse stipulation of the Bill of Lading, and to that extent, Section 7 of the contract terms and conditions of the Bill of Lading will not apply.</p> <p>3. Assignment of Equipment by Carrier: Shipments which prohibit or preclude the loading of other freight on the same vehicle because of dimensions, shape, fragility or hazardous or contaminating characteristics, will be handled under the following conditions:</p> <p>A. Notice to Consignor: The carrier shall inform the consignor that the shipment requires the exclusive use of the entire vehicle or vehicles to be assigned thereto.</p> <p>4. Charges and Conditions: The charge shall be computed on the truckload basis, and shall in no case be less than the applicable Class 100 rate for 16,000 pounds.</p> <p>5. The provisions of Rule 30 (Capacity Loads-Overflow) will NOT apply.</p>
	FREE TIME AND STORAGE

95	<p>(a) In computing time and charges, any fractions part of twenty-four (24) hours will be counted as one day.</p> <p>(b) In computing free time, Sundays and Legal Holidays (See Rule 110), but not half holidays which do not fall on some other designated legal holiday, will be excluded.</p> <p>(c) In computing charges, any fractional part of one hundred pounds will be computed as one hundred pounds.</p> <p>(d) Freight held in or on forwarder's premises in excess of twenty-four (24) hours, and export freight held in excess of one hundred twenty (120) hours from the first 7 A.M. after the day of arrival will be subject to the storage charges as provided for in Rule 100, or at the option of the forwarder may be sent to public warehouse.</p>															
100	<p style="text-align: center;">STORAGE CHARGES</p> <p style="text-align: center;"><u>250 CENTS PER 100 POUNDS PER DAY</u></p> <p style="text-align: center;">Minimum Storage Charge \$35.00 per day, \$250.00 maximum per day.</p> <p style="text-align: center;">FOR EXPLANATION OF ABBREVIATIONS, NOTES AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF.</p> <p style="text-align: center;">8</p> <p style="text-align: center;">TARIFF CMFC 1000-Q</p>															
105	<p style="text-align: center;">HANDLING CHARGES</p> <p>In any case where restrictions by cities, towns or villages prohibit delivery of volume shipments by trailers; or when conditions at consignee's address do not permit placement of trailers immediately adjacent to unloading platform, and which require transfer of freight from road trailer to smaller equipment for delivery, a charge of 110 cents per 100 pounds will be made for such handling and transfer of freight to smaller trucks. Minimum charge \$15.85.</p>															
110	<p style="text-align: center;">LEGAL HOLIDAYS</p> <p>Where reference is made to Legal Holidays, it applies to the following:</p> <table border="0" style="width: 100%;"> <tr> <td>Christmas Day</td> <td>Independence Day</td> <td>President's Day</td> </tr> <tr> <td>Christmas Eve Day</td> <td>Labor Day</td> <td>Thanksgiving, and the Friday</td> </tr> <tr> <td>Columbus Day</td> <td>Memorial Day</td> <td>following Thanksgiving</td> </tr> <tr> <td>Election Day (State or Federal)</td> <td>M.L. King Birthday</td> <td>Veteran's Day</td> </tr> <tr> <td>Good Friday</td> <td>New Year's Day</td> <td></td> </tr> </table> <p>And/or any day celebrated as one of the foregoing holidays and any day designated as a full holiday by Federal Statute or Presidential Proclamation, State Statute or Gubernatorial Proclamation or Legal Proclamation.</p>	Christmas Day	Independence Day	President's Day	Christmas Eve Day	Labor Day	Thanksgiving, and the Friday	Columbus Day	Memorial Day	following Thanksgiving	Election Day (State or Federal)	M.L. King Birthday	Veteran's Day	Good Friday	New Year's Day	
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Good Friday	New Year's Day															
115	<p style="text-align: center;">LOSS, DAMAGE OR DELAY</p> <p>Carrier party hereto shall not be responsible for loss, damage or delay caused by an act of God, riots, strikes, public enemies, improper addressing of shipments, authority of law, quarantine, hazards and dangers incident to the state of war, or highway regulations.</p>															
120	<p style="text-align: center;">MARKING OF SHIPMENTS</p> <p>When a consignor (shipper) requests forwarder to mark or remark articles in a shipment after receipt by forwarder or prior to delivery at destination, such service will be performed by the forwarder subject to a charge of \$2.75 per article, minimum charge \$45.00, No Maximum charge.</p>															
125	<p style="text-align: center;">MIXED SHIPMENTS</p> <p>Except as otherwise provided, when two or more commodities are included in the same shipment in separate packages, charges will be computed at the rates applicable to such commodities in straight shipments of the combined weight of the mixed shipment.</p> <p>In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge will apply.</p>															

130	<p style="text-align: center;">NOTIFICATION PRIOR TO DELIVERY (NOTES A & C)</p> <p>When a Bill of Lading and Shipping Order for a domestic shipment is tendered bearing a notation requesting forwarder to notify consignee prior to delivery by any means whatsoever, a charge of \$25.00 per shipment shall be assessed. (Note B).</p> <p>NOTE A: This rule does not apply on shipments consigned to Private Residences as provided in Rule 70; on shipments consigned to Government Installations as provided in Rule 75; nor on domestic shipments billed or rated as truckload, indicating a minimum weight of 10,000 pounds or more.</p> <p>NOTE B: When notification prior to delivery is requested on the original Bill of Lading and Shipping Order, the charge for notification will be charged to the party responsible for all other charges (Consignor/ Shipper if a prepaid shipment or Consignee if a collect shipment).</p> <p>NOTE C: On shipments for export or import where the delivery or originating point is an international airport, shed, wharf, pier or export consolidating warehouse, the charge for notification will be \$50.00.</p>
135	<p style="text-align: center;">ORDINARY SERVICE AND EXTRA LABOR</p> <p>(a) Unless otherwise specifically provided, rates in this tariff include the loading and unloading of freight on and off carrier's vehicle when this service can be performed by one man.</p> <p>(b) When more than one man is furnished by the carrier for the loading or unloading of a shipment, which on account of its weight, dimensions or physical characteristics of pieces cannot be handled by one man, or where consignor's or consignee's requirements or arrangements are such that they will not tender or accept shipment unless the carrier provides more than one man, or when for the benefit of and at the request of the consignor or consignee, an additional man is provided, the additional man (or men) will be charged for at the rate of \$21.10 per man per hour or fraction thereof. A minimum charge for 4 hours will be made.</p>
<p style="text-align: center;">FOR EXPLANATION OF ABBREVIATIONS, NOTES AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF.</p> <p style="text-align: center;">9</p> <p style="text-align: center;">TARIFF CMFC 1000-Q</p>	
RULE	RULES AND REGULATIONS
140	<p>The freight forwarder will not be liable for an overcharge claim unless within three years from the date that the shipment is delivered or is tendered for delivery by the freight forwarder, a claim in writing is filed with the freight forwarder or complaint is filed with the Interstate Commerce Commission or suit is instituted in a court of competent jurisdiction within said period, except that if claim for the overcharge has been presented in writing to the freight forwarder within the three year period, that period shall be extended to include six months from the time the notice in writing is given by the freight forwarder to the claimant disallowing the claim or any part thereof.</p>
142	<p style="text-align: center;">OVER DIMENSION FREIGHT</p> <p>Any shipment which consists of a piece that is 13 feet or greater, will be charged an additional 5.00 per shipment</p>
145	<p style="text-align: center;">PACKING REQUIREMENTS</p> <p>Articles when tendered for transportation must be packed to fully comply with all packing requirements of current National Motor Freight Classification, supplements thereto or successive issues of said publication.</p>
<p style="text-align: center;">PENALTY CHARGES FOR DELAY OF LOADING OR UNLOADING (NOTE A)</p>	

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A period of 24 hours free time will be allowed after trailer is made available by forwarder for loading or unloading of shipment or notification made that trailer is available for placement. Free time for loading will commence at the next 7:00 A.M. following placement of trailer. Free time for unloading will commence at the next 7:00 A.M. following placement of trailer, refusal of placement or notification that trailer is available for placement.

If loading/unloading is not accomplished and trailer isn't released within the free time allowed, the following detention charges will be assessed until loading/unloading is completed and trailer is released.

Days or Fractions Thereof, in excess of Free Time	Charge Per Day or Fraction Thereof	
	Loading	Unloading
First, Second, and Third Day	\$50.00	\$60.00
Fourth Day	\$50.00	\$60.00
Fifth and Each Succeeding Day	\$50.00	\$80.00

Times will be based upon days starting at 7:00 A.M. Saturdays, Sundays and Legal Holidays (Rule 110) will be excluded in computing free time. Upon expiration of free time Saturdays will be included in computing charges under this Rule.

These charges will be in addition to all other legal charges.
NOTE A - Nothing in this Rule shall require forwarder to deliver freight at hours other than during the normal business hours.

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PENALTY CHARGES FOR REFUSED SHIPMENTS

Any shipment offered for delivery as consigned during Forwarder's normal working hours, and not in violation of any special conditions shown on Shipping Order at the time shipment is tendered for transportation, and on which delivery is not completed, will be treated as a refused shipment subject to the following conditions:

- (a) Both the shipper and indicated consignee will be notified of the situation, by certified mail if deemed necessary.
- (b) Applicable references to reasons for refusal, free time, storage and redelivery will be clearly shown on mailed on-hand notices.
- (c) A charge of \$15.85 will be made on all refused shipments for handling, in addition to all other applicable charges. Such charges will be payable by the party providing disposition of the refused shipment.

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PICK-UP OR DELIVERY CHARGES

Except as otherwise provided, rates in tariffs governed by this tariff include one pick-up and loading and one delivery and unloading or one tender for delivery of shipment by the carrier (See Rule 175 for IMPRACTICAL OPERATIONS) at one site, subject to the following conditions:

(A) PLACEMENT OF VEHICLE FOR LOADING:

At the request of consignor, the carrier will furnish a vehicle at the loading site designated by the consignor to pick-up a shipment tendered for transportation.

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RULES AND REGULATIONS

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(C) LOADING BY CARRIER:

(1) Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading. (See Rule 180: HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY

ADJACENT TO VEHICLE).

(2) Carrier will furnish only one man per vehicle for loading, be he driver, helper or any other carrier employee, except as provided in Rule 135 (ORDINARY SERVICE).

(D) UNLOADING BY CARRIER:

(1) Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (See Rule 180: HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO THE VEHICLE).

(2) Carrier will furnish only one man per vehicle for unloading, be he the driver, helper or any other carrier employee, except as provided in Rule 135 (EXTRA LABOR UNLOADING).

(E) RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER:

(1) Loading or unloading service does not include assembling, packing, unpacking, dismantling, or inspecting, sorting, or segregating freight, except as provided in Paragraphs (a), (b) and (c) below:

(a) LTL or AQ shipments of 10,000 pounds or more or TL shipments of any weight when tendered in segregated lots according to marks, brands, sizes, flavors or other distinguishing characteristics, will be delivered in the same segregated order without additional charge provided consignor states such segregation in shipping documents and consignee requires the delivery so stated.

(b) When conditions of Paragraph (a) are not met on shipments described therein and ON ALL LTL OR AQ SHIPMENTS OF LESS THAN 10,000 pounds, a charge of 80 cents per piece, package or other unit in the shipment, minimum \$26.35 and maximum \$100.25 per shipment per vehicle will be assessed for segregation by marks, brands, sizes, flavors, color or other distinguishing characteristics, except as provided in Paragraph (c). Such charges will be assessed against the person requesting or requiring this service.

(c) No segregation charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by carrier's employee, or when detention charges accrue and are paid on the same shipment at the same location.

(2) Loading or unloading service does not include furnishing by carrier of rigging or special loading or unloading equipment, such as platform vehicle (other than 2 wheeled hand trucks), winches, cranes, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and necessary labor to operate such equipment at its expense and shall assume responsibility for the safe loading or unloading, except carrier's employees may use hand trucks or 4 wheeled hand carts, and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor or consignee.

(3) Where consignor's or consignee's shipping or receiving facilities are not reasonably level with floor level of carrier's vehicle, or where on account of weight, dimensions or physical characteristics of pieces or packages the shipment cannot be handled by one man, consignor or consignee must furnish adequate means by which the freight can be moved onto or off carrier's vehicle. In the absence thereof, rates in tariffs governed by this tariff will not include loading or unloading, except that the carrier's driver will render assistance.

(4) When a shipment is tendered for delivery during carrier's normal business hours (that period from 8:00 A.M. to 5:00 P.M. on Monday through Friday, except on legal holidays) and through no fault of the carrier, such shipment cannot be delivered, provisions and charges published

in Redelivery Rule 55 will apply in addition to all other lawfully applicable charges.
 (5) When hydraulic lift gate service is required for final delivery, a charge of 100 cents per one hundred pounds, Minimum Charge \$79.15, will be assessed in addition to all other charges.

FOR EXPLANATION OF ABBREVIATIONS, NOTES AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF.

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RULE	RULES AND REGULATIONS
<p>160</p>	<p>PICKUP AND DELIVERY - SATURDAYS, SUNDAYS, AND HOLIDAYS When consignor or consignee requests carrier to pick-up or deliver freight on Saturdays, Sundays and Holidays, such service will be performed subject to the following provisions. (Notes A and B).</p> <p>1. Computation of Time: (a) Time shall be computed upon notification by the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at premises of consignor or consignee, and shall end upon completion of loading or unloading, and receipt by the driver of signed Bill of Lading or receipt for delivery, as the case may be. (b) Under this rule, the day, Saturday, Sunday or a Holiday, shall be deemed to end at 7:00 A.M. on the succeeding day. (c) Where consignor or consignee requires and requests spotting of trailers or pick-up of trailers spotted, on Saturdays, Sundays or Holidays, the minimum charge provided will apply for each such service performed on such days in addition to all other lawfully applicable rates and charges.</p> <p>2. Holidays: All holidays covered by this rule shall be as provided in Rule 110 of this Tariff.</p> <p>3. Charges: The charges to be assessed will be as provided in Rule 165 of this tariff and shall be in addition to all other lawfully applicable rates and charges.</p> <p>NOTE A: The provisions of this rule shall not be construed as obligating the carrier to furnish pick-up and delivery service on Saturdays, Sundays and Holidays. NOTE B: Charges must be either paid by the party requesting this service or guaranteed to the satisfaction of the carrier before pick-up or delivery will be made.</p>
<p>165</p>	<p>CHARGES FOR PICK-UP OR DELIVERY ON SATURDAYS, SUNDAYS OR HOLIDAYS The following charges will be assessed in addition to all other lawfully applicable rates and charges: These are RATES PER MAN HOUR: Zip Codes: 600- 606, 100 -119, 070-089, 190 -195: \$125. per hour, Minimum Charge \$450.00 No Maximum 144 -146: \$95.00 per hours, \$375.00 Minimum Charge, No Maximum</p>
<p>170</p>	<p>PICK-UP SERVICE AT PRIVATE RESIDENCES AND OTHER SUCH LOCATIONS Pick-up service will be performed at private residences at rates provided in tariffs subject to this tariff and subject to Rules provided in this tariff:</p>

	<p>A. Freight is tendered to forwarder at ground level adjacent to a spot or site available to forwarder's vehicles.</p> <p>B. Pick-ups within private residences will be subject to the provisions of Rule 180 (Inside Pick-up or Delivery).</p>				
<p>175</p>	<p style="text-align: center;">IMPRACTICAL OPERATIONS</p> <p>Pick-up or delivery service will not be performed by the carrier at any site or to which it is impractical to operate vehicles because of:</p> <p>(a) The conditions of roads, streets, driveways, alleys or approaches thereto.</p> <p>(b) Inadequate loading or unloading facilities.</p> <p>(c) Riots, Acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.</p> <p>Collection and delivery service to islands in New York Harbor and to points located on a highway facility upon which a toll is placed for its use, and requiring payment of such toll by the carrier in order to render the service, shall be subject to an additional charge in the amount of such toll. Billing for such charges shall be supported by official receipts or vouchers, if requested, in the amount paid by the carrier and will be advanced for collection from the party responsible for the payment of freight charges.</p> <p style="text-align: center;">FOR EXPLANATION OF ABBREVIATIONS, NOTES AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF.</p> <p style="text-align: center;">12 TARIFF CMFC 1000-Q</p>				
<p>RULE</p>	<p style="text-align: center;">RULES AND REGULATIONS</p>				
<p>180</p>	<p style="text-align: center;">HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE (INSIDE PICK-UP OR DELIVERY)</p> <p>When requested by consignor or consignee and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Rule 155 (PICK-UP OR DELIVERY SERVICE). Service under this Rule will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available, and when labor necessary to operate same is provided without cost to the carrier. When portions of a shipment require delivery to different floors, each such delivery shall be assessed on the basis that each constitutes a separate shipment and each subject to the applicable rate per cwt., and minimum charge.</p> <p style="text-align: center;">LTL OR AQ SHIPMENTS</p> <p style="text-align: center;">All shipments: \$6.50 per cwt, minimum \$65.00, no maximum</p> <p style="text-align: center;">TRUCKLOAD SHIPMENTS</p> <p>The charges provided in this rule will be in addition to all other lawful charges and, unless the Bill of Lading and Shipping Order are specifically endorsed to show PREPAYMENT of the charges, they will be collected from the party requesting such service, except such charges for shipments moving on Government Bills of Lading will be collected from the U.S. Government.</p> <p>When extra labor is furnished by carrier, charges will be assessed as provided in Rule 135.</p>				
<p>185</p>	<p style="text-align: center;">PROHIBITED ARTICLES</p> <p>The following articles will not be accepted:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><u>EXPLOSIVES, Viz.:</u></td> <td style="width: 50%;"><u>EXPLOSIVES, Viz.:</u></td> </tr> <tr> <td>Ammunition for Cannon (All Kinds)</td> <td>High Explosives</td> </tr> </table>	<u>EXPLOSIVES, Viz.:</u>	<u>EXPLOSIVES, Viz.:</u>	Ammunition for Cannon (All Kinds)	High Explosives
<u>EXPLOSIVES, Viz.:</u>	<u>EXPLOSIVES, Viz.:</u>				
Ammunition for Cannon (All Kinds)	High Explosives				

	<p>Black Powder Blasting Caps Bombs (All Kinds) Detonating Fuses Electric Blasting Caps Fulminate of Mercury (Wet or Dry) Grenades (All Kinds)</p> <p>Lamp Black Low Explosives Mines (All Kinds) Projectiles Smokeless Powder (All Kinds) Torpedoes (All Kinds)</p> <p>ARTICLES of any character which would contaminate other articles of freight. RADIOACTIVE ARTICLES OR MATERIALS AND RADIOACTIVE WASTES.</p>
<p>190</p>	<p style="text-align: center;">STOP-OFF IN TRANSIT</p> <p>Volume shipments of freight moving under rates published herein may be stopped at point of origin or destination for completion of loading or for partial unloading or both under the conditions of Paragraphs (a) through (f) below:</p> <p>(a) Payment of Freight Charges: All freight charges must be paid in full at one time by either the shipper or consignee named in the Bill of Lading.</p> <p>(b) Shipping Documents:</p> <p>(1) Only one Bill of Lading and one Shipping Order shall be issued for the entire shipment.</p> <p>(2) The Bill of Lading and Shipping Order shall show in the space provided therefore, the name of only one consignee and one delivery address and only one shipper and one shipper's address (Note D).</p> <p>(3) The name of places or addresses (Note B) at which vehicles are to be stopped for the completion of loading or partial unloading, shall be shown either in the body of the Bill of Lading and Shipping Order, or in a separate paper which shall be attached to and considered a part of the shipping document. The body of the Bill of Lading must refer to such separate paper, if used.</p> <p>(c) Number of Stops Allowed: Except as otherwise provided, only three stops, whether for completion of loading or partial unloading, or for both purposes, shall be permitted (Note A).</p> <p>(d) Charge per Stop:</p> <p>(1) Except as provided in paragraph (d) (2) or (3) below, the charge for each stop shall be \$84.40 per stop, in addition to the rate provided for in Paragraph (e) (Note A).</p> <p>(2) On any traffic stopped off at piers or wharves for partial unloading or loading, the charge for each stop shall be \$147.70 per stop in addition to the rate provided for in Paragraph (e).</p> <p>FOR EXPLANATION OF ABBREVIATIONS, NOTES AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF.</p> <p style="text-align: center;">13 TARIFF CMFC 1000-Q</p>
<p>RULE</p>	<p style="text-align: center;">RULES AND REGULATIONS</p>
<p>190 (concluded)</p>	<p style="text-align: center;">STOP-OFF IN TRANSIT</p> <p>(3) On any traffic stopped off at loading or unloading sites within a contiguous plant, property or premises, providing that access to any pick-up or delivery site does not require movement on or across more than one public thoroughfare from the preceeding pick-up or delivery site, a charge for each stop shall be \$63.30.</p> <p>(e) Rate to Apply:</p> <p>(1) Except as provided in paragraph (e) (2) below, the rate from the original place of shipment to the place of final delivery, will apply on the total weight of the shipment (the weight after completion of loading, if a stop for that purpose is made, or the weight before the first stop is made for partial unloading, if a stop for that purpose is made).</p> <p>(2) If the rate from any place where a stop is made for the completion of loading is higher than</p>

	<p>the rate from the original place of shipment, such higher rate will apply on the total weight of the shipment, after completion of loading, or if the rate to any place where a stop is made for partial unloading is higher than the rate to the place of final delivery, such higher rates will apply on the total weight of the shipment before any portion is unloaded (Note C).</p> <p>(f) For forwarder's convenience, any portion of the shipment may be picked up, transported or delivered in separate vehicles, and all portions of the shipment need not be transported through the stop-off point or points.</p> <p>NOTE A: Three stops are permitted, exclusive of the receipt of the original part of the shipment and the final delivery at destination. The word "Stop or Stops", as used herein, means stopping for the purposes of completing the loading or for partial unloading, not including the receipt of the original part of the shipment, nor the final delivery at destination.</p> <p>NOTE B: A party tendering or receiving freight at such places or addresses, shall not be deemed a consignor or consignee.</p> <p>NOTE C: The term "rate" as used in paragraph (e) (2) of this Rule, means the amount of freight charges.</p> <p>NOTE D: Export, intercoastal or coastwise traffic may be consigned, to an agent of the shipper or consignee who upon arrival of the freight at the forwarder's terminal at or nearest to port of export, or trans-shipment, shall specify by attachment to the Bill of Lading, the pier or piers at which the freight is to be unloaded.</p>
<p>195</p>	<p style="text-align: center;">THIRD PARTY BILLING</p> <p>When a shipment is consigned to a party at one destination, point or site with instructions in the Bill of Lading and Shipping Order to collect freight charges from another party (Third Party) at the same or different destination, point or site, the consignor (shipper) will remain liable for such charges, irrespective of the consignor (shipper) executing Section 7 of the Bill of Lading and Shipping Order. Post shipment Bill of Lading and Shipping Order corrections instructing the forwarder to collect freight charges from another party (Third Party), will not be accepted.</p> <p>In the event that the Third Party indicated in the Bill of Lading and Shipping Order fails to pay legal freight charges due on the shipment in question within the statutory limits, such charges will be billed to the consignor (shipper).</p>
<p>197</p>	<p style="text-align: center;">VEHICLE FURNISHED, BUT NOT USED</p> <p>Whenever a vehicle is requested and furnished, but not used., an applicable charge of \$75.00 for LTL shipment and \$275.00 for TL shipments will be charged</p>
<p>198</p>	<p style="text-align: center;">WAREHOUSING</p> <p>Liability and Limitation of Damages</p> <p>A) C & M shall not be liable for any loss or injury to goods stored however caused, unless such loss or injury resulted from the failure by C & M to exercise such care in regard to them as a reasonably careful man would exercise under like circumstances and C & M is not liable for damages which could not have been avoided by the exercise of such cares.</p> <p>B) Goods are not insured by C & M against loss or injury however caused. Depositors are responsible for their own inventory property insurance.</p> <p>C) The depositor declares that damages to goods received are limited to \$.30 per pound or two years storage charges, whichever is less. However, such liabilities may on written request by the depositor at the time be increased, in which event a charge for the excess value will be made in addition to the monthly storage charges.</p> <p>D) Customer agrees that C & M Forwarding will not be responsible for any losses due to mis-shipments or delays.</p>

Notice of Claim and Filing of Suit

A) Claims by the depositor and all other persons must be presented in writing to C & M within a reasonable time and in no event longer than either 60 days after the delivery of the goods by C & M or 60 days after depositor is notified that loss or injury to part or all of the goods has occurred, whichever is shorter.

B) No action may be maintained by the depositor or other against C & M for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph A of this section and unless action is commenced either within nine months after the date of delivery by C & M or within nine months after depositor is notified that loss or injury to part or all of the goods has occurred, whichever is shorter.

Liability for Consequential Damages

C & M shall not be liable for any loss of profit or special, indirect or consequential damages of any kind

Liability for Misshipment

If C & M negligently ships goods, C & M shall pay the reasonable transportation charges incurred to return the misshipped goods to the warehouse. If the consignee fails to return the goods, C & M's maximum liability shall be for the loss of damaged goods as specified in the liability paragraph above, and C & M shall have no liability for damages due to the consignee's acceptance or use of the goods whether such goods be those of the depositor or another.

Mysterious Disappearance

C & M shall not be liable for loss of goods due to inventory shortage or mysterious disappearance of goods unless depositor establishes such loss occurred because of C & M's failure to exercise the care required of warehouseman. Any presumption of conversion imposed by law shall not apply to such loss and claim by depositor of conversion must be established by affirmative evidence that C & M converted the goods to C & M's own use.

WEIGHING AND WEIGHTS - CARLOAD (TRUCKLOAD) WEIGHTS

200

CLASS RATES:

Except as otherwise provided in Paragraph (1), carload (truckload) ratings provided for in the NMFC subject to minimum weights shown therein, will be subject to that published minimum weights, but not in excess of 24,000 pounds, and not less than 24,000 pounds where rating in NMFC is Class 45 or lower.

(1) When commodity as packed for shipment is subject to more than one carload (truckload) minimum weight in NMFC, the higher carload (truckload) minimum weight as provided in NMFC will apply.

COMMODITY RATES:

MAXIMUM WEIGHT PER VEHICLE

The maximum weight of any shipment loaded into one vehicle will NOT exceed 44,000 pounds.

FOR EXPLANATION OF ABBREVIATIONS, NOTES AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF.

RULE

RULES AND REGULATIONS

200
concluded

Any fines or penalties assessed against the forwarder due to the misrepresentation of actual weight by a consignor or shipper, will be billed to such consignor or shipper by the forwarder. Except where otherwise SPECIFICALLY PROVIDED, truckload commodity rates published in tariffs governed by this

tariff will be subject to a minimum weight of 14,000 pounds.

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TABLE OF RATES FOR FREIGHT, ALL KINDS

From Monroe County, NY to Zip Codes:	Full Trailer Rate	Half Trailer Rate	To Monroe County, NY from Zip Codes:	Full Trailer Rate	Half Trailer Rate
070-076	\$825.00	\$570.00	070-076	\$775.00	\$550.00
077	\$815.00	\$550.00	077	\$785.00	\$525.00
078-079	\$815.00	\$550.00	078-079	\$785.00	\$525.00
080-081	\$820.00	\$575.00	080-081	\$790.00	\$550.00
082-084	\$820.00	\$575.00	082-084	\$790.00	\$550.00
085-086	\$795.00	\$555.00	085-086	\$765.00	\$530.00
087	\$820.00	\$575.00	087	\$790.00	\$550.00
088-089	\$815.00	\$550.00	088-089	\$785.00	\$525.00
100-104	\$825.00	\$570.00	100-104	\$775.00	\$550.00
105-109	\$725.00	\$545.00	105-109	\$700.00	\$530.00
110	\$825.00	\$570.00	110	\$775.00	\$550.00
111-114	\$825.00	\$570.00	111-114	\$775.00	\$550.00
115-116	\$825.00	\$590.00	115-116	\$785.00	\$585.00
117	\$825.00	\$595.00	117	\$790.00	\$590.00
118	\$835.00	\$600.00	118	\$795.00	\$595.00
119	\$835.00	\$600.00	119	\$795.00	\$595.00
180-181	\$765.00	\$525.00	180-181	\$735.00	\$505.00
189-191	\$815.00	\$575.00	189-191	\$785.00	\$550.00
193-194	\$815.00	\$575.00	193-194	\$785.00	\$550.00
600-606	\$860.00	\$635.00	600-606	\$895.00	\$660.00
NOTE 1	\$995.00	\$590.00	NOTE 1	\$880.00	\$585.00
NOTE 2	\$815.00	\$580.00	NOTE 2	\$775.00	\$560.00

NOTE 1. Applies to or from John F. Kennedy Int'l Airport, Jamaica, NY.
 NOTE 2. Applies to or from coastwide, export or intercoastal consolidating warehouses in the Metro New Jersey/New York Area, consisting of Zip Codes 070-076 and 111-114.
 NOTE A. Full-trailer indicates any vehicle provided by Forwarder, with overall length of 35 feet or more.
 NOTE B. Half-trailer indicates any vehicle provided by Forwarder, in which no more than 20 feet of floor space is utilized.
 NOTE C. Full-trailer lading may not exceed 44,000#; Half-trailer lading may not exceed 25,000#.
 NOTE D. Charges, in dollars per trailer, include both pickup and delivery, but total times may not exceed one-hour at either service. Excess time will be charged for at a rate of \$13.20 per quarter hour or fraction thereof. Spot and pick service, in lieu of either pickup or delivery, can be substituted at only Monroe County, N.Y.
 NOTE E. In every case, Shipper's Bill of Lading must be clearly marked "Shipper's load and Count", and will be receipted for in that manner.
 NOTE F. Truckload minimum charges, as published in C & M Tariff 1000-O, Rule 30, will not be applicable in conjunction with this item.

ITEM	EXCEPTIONS TO GOVERNING CLASSIFICATION	CLASS
5	HOUSEHOLD GOODS AND PERSONAL EFFECTS (NOTES A AND B)	

Released value not exceeding 10 cents per pound.....

100AQ

Released to a value exceeding 10 cents per pound.....

NOT TAKEN

NOTE A: The released value, which shall be deemed to relate to each article separately and not to the shipment as a whole, must be entered on Shipping Order and Bill of Lading as follows:

"The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding 10 cents per pound for each article".

NOTE B: Shipments must be forwarded on a Prepaid basis. Accessorial charges coincident to delivery, must be paid in cash at time of delivery.

FOR EXPLANATION OF ABBREVIATIONS, NOTES AND REFERENCE MARKS, SEE LAST PAGE OF TARIFF.

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TARIFF CMFC 1000-Q

EXPLANATION OF ABBREVIATIONS

AQ _____	Any Quantity	Mt. _____	Mount
Co. _____	Company or County	N.J. _____	New Jersey
C.O.D. _____	Collect on Delivery	NMFC _____	National Motor Freight Classification
Con't. _____	Continued	N.Y. _____	New York
Corp. _____	Corporation	NOI _____	Not otherwise indicated by name in governing classification
E. _____	East	NO. _____	Number
Ft. _____	Feet or Fort	N. _____	New or North
Hgts. _____	Heights	PA. _____	Pennsylvania
I.C.C. _____	Interstate Commerce Commission	R.R. _____	Railroad
Ill. _____	Illinois	S. _____	South
Inc. _____	Incorporated	St. _____	Street or Saint
Int'l. _____	International	TL _____	Truckload
Jct. _____	Junction	U.S. _____	United States
LTL _____	Less than Truckload	Viz. _____	Namely
Lbs. _____	Pounds	W. _____	West
Min. _____	Minimum	Wt. _____	Weight

