

Rose Transportation, Inc.
RULES TARIFF
JANUARY 1, 2018

GENERAL RULES AND SPECIAL CHARGES

This publication contains the explanation of, and charges for, optional services that may be requested by the shipper, consignee or third party payor beyond those normally associated with standard transportation. Provisions in this publication apply on shipments tendered, to Rose Transportation, Inc. on or after January 1, 2015 and are subject to change. Any exceptions to these rules and rates must be agreed to, by all parties, by written contract or by confirmed written communication, prior to the shipment tender or prior to the performance of the services provided for herein.

Effective Date: January 1, 2018. This Rules Tariff replaces all prior Rules Tariffs, those issued previously are null and void. This Rules Tariff may be changed from time to time, and Rose Transportation will endeavor to provide 30 days advance notice of such changes.

Accessorial Charges - Approval/Confirmation: Upon presentation of charges by fax or email, approval/confirmation must be received by the applicable terminal within twenty-four hours. If customer fails to confirm the accessorial charges presented, tacit approval will have been deemed as received.

Additional License and Permit Fees: Whenever any additional licenses or permits are required, including but not limited to, foreign commerce or customs fees, the charges for same shall be itemized and added to the Rose Transportation's freight charges.

Advanced Storage Charges: At customer's written request and subject to authorization, Rose Transportation will forward immediate payment to railroad for storage on loads awaiting delivery. However, an additional 10% will be assessed in addition to railroad storage charges with a minimum charge of \$50.00.

Advancing Charges: When Rose Transportation is required to advance fees on behalf of customers, an administrative fee of ten (10) percent will be assessed. A minimum charge of \$50.00 will apply.

Application of Charges: The term "Customer" refers to the person or entity contracting to engage Rose Transportation services with respect to a shipment, as well as any other person or entity having an interest in the cargo, including but not limited to a shipper, consignee, consignor, beneficial owner, ocean carrier, broker, third-party logistics provider (3PL), or intermodal marketing company (IMC). Charges for accessorial and other miscellaneous services

included in this Rules Tariff are in addition to rates charged for transportation services. Such charges are generally the responsibility of the Customer paying the trucking charges, except in certain circumstances. To be valid and enforceable, an authorized Rose Transportation representative must confirm, in writing, any mutually agreed upon exceptions to the terms, conditions, accessorial or other charges described in this Rules Tariff. Written contracts will prevail over this Rules Tariff, if any conflicts exist.

Appointments: Appointment times for pick-ups and deliveries shall be made at no charge by each of Rose Transportation's Terminals upon Customer request. Rose Transportation shall not be liable for appointments missed. Rose Transportation will not accept liability for any Detention Charges resulting from rescheduled appointments, unless the appointment was rescheduled due to any failure of Rose Transportation. Rose Transportation is obligated to pick up and deliver shipments with reasonable dispatch and is not obligated to make delivery on a specified schedule. Rose Transportation's drivers are not authorized to bind Rose Transportation in derogation of this rule and the driver's signature serves only as a receipt for a given shipment.

Arbitration: Any and all disputes not resolved between Rose Transportation and Customer will be resolved at binding arbitration, before a recognized arbitration board to be jointly selected by Customer and Rose Transportation, Inc. The arbitration shall be held within thirty (30) days of notification from Customer to Rose Transportation of the need for arbitration. The arbitration will be conducted in the Commonwealth of Pennsylvania at a location mutually agreed to by Rose Transportation and Customer. Each party will bear its own costs of the arbitration and costs of arbitration board will be equally split.

Bill of Lading: Customers should use the Standard Truckload Bill of Lading whenever possible. Drivers will accept others bills of lading as receipt of goods only. The terms and conditions expressed on nonconforming bills of lading will not apply when they conflict with the terms and conditions of this Rules Tariff.

Cargo Claims: All claims for loss or damage to property transported by Rose Transportation must be filed with Rose Transportation within nine (9) months following delivery and in the case of non-delivery nine (9) months following the date the shipment would have delivered and must conform with the requirements of 49 U.S.C. 14706, must identify the shipment involved, must assert liability for a specified amount of money and must be supported by copies of the bill of lading and delivery receipt. Failure to do so shall forever bar recovery of the claim. Any action at law with respect to such claim must be instituted against Rose Transportation within a period of two (2) years and one (1) day from the date of receipt of notice from Rose Transportation that the claim or any part, or parts, thereof were disallowed. Claims for concealed freight loss or damage must be reported to the CARRIER

within 48 hours after delivery, and CARRIER must have an opportunity to inspect such shipments within 48 hours after receiving such a request. Rose Transportation does not agree, under any circumstances, to be liable for special or consequential damages arising from freight loss, damage or delay, regardless of notice.

Rose Transportation will not be liable for freight loss, damage or delay caused by: the acts or omissions of any other party or their agents; illegal acts; weather conditions; riots; labor strikes; public unrest; or when the freight is not in Rose Transportations exclusive possession.

Cargo Liability: Rose Transportation's cargo liability does not commence until the loaded equipment is pulled from the yard. Rose Transportation's liability for cargo loss or damage will not exceed \$250,000 per occurrence, and shipments will not be accepted unless released to a value of \$250,000. Customer may request an increase in legal liability by submitting a written request for a higher Released Value, and paying an additional charge equal to 0.1% of the difference between the desired Released Value and \$250,000. If a shipment is inadvertently accepted without Customer executing the required Released Value declaration, Rose Transportation's liability will be limited to no more than \$250,000. Rose Transportation will not be liable for loss of or damage to any shipment or delay in pick up, transit or delivery thereof caused by (i) an act or default of the Customer and other parties involved; (ii) an Act of God, the public enemy, authority of law, quarantine, embargo, riot, strike, perils of navigation, or hazard and danger incident to a state of war; and (iii) freezing or spoiling of any perishable goods or property or natural shrinkage. Rose Transportation will not be liable for any special, incidental, indirect, or consequential damages (including, without limitation, lost profits or business opportunity) or punitive or exemplary damages incurred or suffered by the shipper as a result of coverage, shortage, or damage to shipments transported. In no event shall Rose Transportation's liability for cargo loss or damage exceed the maximum set forth in any through bill of lading, certificate of insurance or otherwise agreed to between the shipper (or beneficial owner) and Rose Transportation's Customer.

Cash Advances: When Rose Transportation is required to advance fees on behalf of customers, an administrative fee of ten (10) percent will be assessed. A minimum charge of \$50.00 will apply.

Chassis Split Charges: In the event the container and chassis must be picked up or terminated at different locations, a \$75 chassis split charge will be added to the freight bill. Rate is subject to change.

Chassis Rental: a) Standard chassis @ \$30.00/day. Please contact the applicable terminal for specific information. Rate is subject to change.

Claims - Filing: In the event a freight claim needs to be filed, forms can be obtained by calling the Corporate Claims (Safety) Department (412-372-3435). Claims for damages require an inspection to be made prior to filing. Inspection by Rose Transportation or an independent agent will typically be performed within 24-48 hours after receipt of request. Inspection will include examination of the damaged merchandise and the shipping container. The inspection will be limited to a factual report and normally be accompanied with pictures. A written record of Inspector's findings will be made in duplicate with a copy of the report given to the consignee. The inspection report is NOT a claim. To expedite the claim process it is the responsibility of the claimant to file a cargo claim within prescribed time limits and to respond back immediately to any requests from Rose Transportation for supporting documentation. The claim will be concluded based on facts determined during the investigation.

The following written information is required:

- Must specify a dollar or determinable amount
- Reason for claim (loss or damage)
- Pro number and bill date
- Claimant name, address, telephone and fax number
- Original Shipper's Copy of the Bill of Lading
- Copy of Delivery Receipt (not applicable on a complete shortage)
- Verification of paid freight charges
- Only one shipment (pro) per claim

Send all correspondence to:

Rose Transportation, Incorporated
618 Broadway
Pitcairn, PA 15140
(P) 412-372-3435
(F) 412-372-8433

Collect Shipments tendered by Shipper: Rose Transportation will accept collect shipments tendered by the shipper on the express condition that the shipper will be the guarantor of the freight charges should the consignee fail to pay Rose Transportation within the established credit terms. Shipments subject to the provisions of this item will be accepted only when the Consignor has established credit with Rose Transportation and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit policy of the company. The non-recourse provisions of the Bill of Lading contract will be null and void on shipments tendered under the provisions of this item.

C.O.D. Shipments: A charge of \$150.00 will be added to the regular rate. However, the conditions listed below must be met. It is the sole responsibility of the Customer to make all arrangements for the C.O.D. transaction.

- a. All necessary instructions must be completely explained on the prenote or load tender,
- b. The specific form(s) of payment must also be explained on the prenote or load tender,
- c. Customer may incur redelivery charges and/or power detention if the C.O.D. transaction is not completed in a timely manner.

Customs or In Bond Freight: Shipments moving under United States customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purposes of this provision and subject to a \$175.00 per shipment charge. Line haul charges on shipments requiring the U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from points of U.S. Customs clearance to the final destination. Import freight moving in Bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in Bond. Shipments moving under U.S. Customs Bond will not be allowed to stop in transit or split pick up or split delivery. Detention charges, if any will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs inspection will constitute tender of shipment for delivery. When Rose Transportation is required to pick up shipping documents or U.S. Customs Release Forms for forwarder or broker for validation prior to pickup of a shipment, a charge of \$75.00 per shipment will apply.

Detention - Vehicles with Power Units: When the Rose Transportation's vehicles, with driver and power units, are delayed or detained beyond the free time (see "Free Time" item) provided for herein at time of delivery to the consignee or at time of pick-up at the shipper's place of business when such delay is not the fault of carrier, the following will apply.

1. Charges for detention will be charged to the consignee in the case of unloading and to the shipper in the case of loading.
2. When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of driver's arrival and that the trailer is available for loading or unloading, as the case may be, but in no case shall time commence prior to the time of any appointment or the actual time of loading or unloading, whichever is first.
3. When computing detention charges, detention time shall apply, irrespective of lunch breaks, coffee breaks, rest breaks, etc.

4. If, at the end of the business day, unloading has not been completed and cannot be completed that day, the shipper or consignee shall be given the following options:
 - a. Carrier may return to carrier's terminal with what freight has not been unloaded, but carrier shall return the following day with the balance of the freight at the commencement of shipper's or consignee's work day; or,
 - b. Carrier will drop or spot trailer at shipper or consignee location and return the following day, and further, trailer will be subject to charges for detention without power, including all per diem charges assessed by equipment providers, beginning immediately upon spotting of the trailer; and additional transportation charges. In either case, any unused free time from the first day will continue into the second day, charges to commence when all free time has expired.
5. If a vehicle is both unloaded and reloaded, each transaction will be considered separately and free time shall apply to each separately.
6. When delay occurs beyond free time, the charge for detention shall be \$75.00 per hour.
7. Rose Transportation shall give shipper or consignee the opportunity of signing the detention records and the shipper or consignee is to make any corrections to these records at the time. If shipper or consignee refuses to sign these records, Rose Transportation's records will govern.

Drop Yards: In order to reduce or eliminate storage charges at a rail ramp or ocean pier, Rose Transportation may shuttle a loaded intermodal unit to an offsite drop yard. Additional Charges are usually billed for such moves. If such a shuttle is done for Customer's convenience or benefit, Rose Transportation will accept no liability for per diem charges that may accrue while the equipment is at the drop yard.
See "**Storage Liability**" for specific rules governing the liability for cargo while in storage.

Dropped Equipment: Rose Transportation's responsibility ends when the shipment is delivered, or in the case of trailers to be spotted at Customer's request, when the loaded trailer is placed or spotted at the destination shown in the bill of lading. When third party equipment is "Dropped or Spotted" at a Shipper/Consignee location for loading or unloading, the Shipper/Consignee is financially responsible for the equipment per diem charges assessed by the equipment provider. Shipper/Consignee must notify Rose Transportation by means of written communication (fax or E-mail) within twelve (12) hours of the trailer being made available for pick up. Shipper or Consignee will be responsible for any damage to equipment while said equipment is in its care, custody and control.

Equipment Damage Charges: Damages of any kind incurred to Equipment of any type (whether owned by Rose Transportation or by another equipment provider) while at the facility of and/or under the care, custody and control of the shipper or consignee, will be the responsibility of the contracting party. Rose Transportation reserves the right to recover any unpaid charges from shipper, consignee, etc. as necessary. Failure of the shipper or consignee, or their respective agents and spotting service to note damages at time of tender shall be prima facie evidence that same was spotted in good condition. Shipper and/or consignee shall be liable for the repair cost to any equipment damaged while spotted at their facility. Such damage shall be noted by carrier personnel at time of pickup and invoices for repairs shall be accompanied by supporting documents. Rose Transportation reserves the right to seek and recover any unpaid damages from any party involved in the incident, including contracting party's customers, consignee, consignor, shipper, etc.

Equipment Ordered - Not Used: Cancellation of an order must be made prior to dispatch. If equipment is dispatched, the regular rate will be charged. Also, additional charges will apply to return the equipment to Rose Transportation terminal for storage. The Customer will also be responsible for payment to Rose Transportation for any per diem or penalty charges by the railroad or other equipment supplier.

Equipment Cleaning: It is the consignee's responsibility to accept the entire contents of the vehicle; including all cargo, damaged product, spillage, leakage, dunnage, bracing, debris, contaminants, etc. If the consignee does not properly clean out the empty vehicle, an additional minimum charge of \$150.00 will apply. Consignee will also be responsible for any disposal charges incurred by Rose Transportation for the proper disposal of any material left in the trailer. Other additional charges such as: washout costs, disposal costs, stop-off charges and possible out-of route mileage charges may also be incurred as needed.

Free Time - Loading/Unloading: Rose Transportation will allow one (1) hours free time for local moves and two (2) hours free time for other moves before detention time commences. Any exceptions to this Free Time rule must be agreed to, by all parties, by written contract or by confirmed written communication, prior to the shipment tender or prior to the performance of the services provided for herein. Due to port congestion, detention may begin after 2 hours. Notice given by individual Rose Transportation terminal location.

Fuel Surcharge: Due to the unpredictable nature of fuel prices, Rose Transportation will apply fuel surcharges to all shipments unless agreed to, in writing, at the time of the load tender. Rose Transportation fuel surcharge will be based on the Department of Energy's Central Atlantic weekly average.

General Application of Rates: Line-haul charges from or to points where direct service is authorized by Rose Transportation's certificates will not apply from or to points not directly accessible to truck service because of weight, size or hazardous material restrictions, or because of geographical location. For such points, line haul charges will apply to the point of transfer to other transportation for delivery only. Additional transportation and delivery charges will apply. Rates published "for the Account of" will apply only when freight charges are paid by the named account. Rates published "From the Facilities of" apply when freight originates at that specific location, without regard to the party responsible for payment. Absent a specific written agreement the Rose Transportation Rate Tariff will apply or the following rates will apply to shipments tendered to Rose Transportation: \$2.50 per mile, \$250.00 minimum charge.

Hazardous Materials: Customer must comply with applicable federal regulations, including 49 CFR Parts 100 to 185, when tendering hazardous materials. Among other requirements, Customer must provide a legible bill of lading with proper Hazmat information, including the shipper's certificate containing all required information such as emergency response number and information, and affix any required placards before or at the time that the shipment is tendered. Failure to comply with these requirements will relieve Rose Transportation of any and all liability for loss or damage directly or indirectly caused to or by the hazardous materials. Any mis-declared hazardous materials may be warehoused at Customer's risk and expense, or destroyed without compensation.

See also: [How to Comply with Federal HM Regulations, from the Federal Motor Carrier Safety Administration](#)

Hazardous Materials Charge: Shipments of hazardous materials will be subject to an additional charge of \$125.00-\$250.00 (depending on location) per shipment per vehicle used. **[Rose Transportation carries no additional General, Automobile or Cargo liability coverage for Hazardous Materials shipments.](#)**

Impractical Operations: Pickup or delivery service may not be performed by Rose Transportation at any site from or to which it is impractical to operate vehicles because of: 1. The conditions of roads, streets, driveways, alleys or approaches thereto. 2. Inadequate loading or unloading facilities. 3. Riots, acts of God, the public enemy, the authority of the law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property. 4. Ferries.

IN-BOND Shipments: Add 25%, \$150 minimum to the regular rate for all trailers and/or containers Moving in-bond.

Insurance Coverage Insurance Certificates will be provided at customer's request. The certificate will include all General Liability, Automobile Liability, Motor Truck Cargo and certain other coverage where necessary. At the Customer's request, they will be shown as a certificate holder. Rose Transportation, if deemed liable, will only be liable to maximum insurance coverage on the certificate of insurance. Rose Transportation carries no additional General, Automobile or Cargo liability coverage for Hazardous Materials shipments.

Intermediaries: Freight forwarders, intermodal marketing companies, property brokers, third party logistics companies, and other intermediaries are considered to be agents of the beneficial owner of cargo transported. Rose Transportation will bill such intermediaries as a convenience to the shipper, and retain recourse to the shipper and/or consignee for nonpayment of fees. Any intermediary that bills or collects on behalf of another third party freight charges that are due to Rose Transportation shall receive such payment in constructive trust, to the extent such charges are due and owing to a Rose Transportation.

Intermodal Shipments: Rose Transportation participates in the Uniform Intermodal Interchange Agreement (UIIA). [Steamship and Railroad agreements.]

Labor Charges: Charges for Driver Unload, Driver Assist, Driver Count, etc. will incur the following charges: \$150.00 for the first hour and then \$75 per one half hour thereafter.

Layover Charge: When Rose Transportation is requested to layover due to circumstances beyond its control a charge of \$450.00 will be assessed.

Lien for Freight Charges: Rose Transportation shall have a possessory lien on shipments in its possession and control for the payment of unpaid freight charges owing and due to Rose Transportation.

Lumper Charges: Lumper fees and charges assessed by shippers or consignees will be charged to the Customer on an actual cost basis. Rose Transportation will add a ten (10) percent administrative fee subject to a minimum charge of \$50.00. Rose Transportation will submit supporting receipts with its invoice for the charges.

Mileage Computation: Mileage shall be computed from the point of loading to the points of unloading by the practical direct highway miles, and shall be calculated by the use of PC Miler (Practical Miles) or truckmiles.com mileage tools. When stopping in transit to load or unload part of the load, the mileage

to be used to determine the charges is the aggregate of the mileage from the origin point of the shipment to the final destination via the stop-off points. Mileage required by the order of loading or unloading and as specified on the Bill of Lading shall be used to determine the applicable charges.

If after receipt of the shipment by Rose Transportation and while in route, the Customer requests stopping in transit in a different order of unloading or loading than as received and specified on the bill of lading, the aggregate mileage of the new route of movement shall apply. There will be an additional charge for labor required to unload, shift or reload the freight to accomplish out-of sequence deliveries (see Labor Charges). These charges shall be in addition to all other charges. If the route of movement by virtue of the content of hazardous materials, or because of being overweight or over dimension, the closing or prohibition of use of bridges, tunnels, or highway sections requires a longer route by the Public Authority, charges based on mileage of the required longer route shall apply.

New York City Congestion Charges: Shipments originating at or destined to New York, NY (points in the Boroughs of Bronx, Brooklyn, Kings, Manhattan and Queens) and points in Nassau and Suffolk Counties, an additional \$500.00 per shipment will be charged in addition to all other lawfully published charges if capacity is offered.

Offsetting Charges Not Allowed: Customer shall not offset from or delay the payment of lawfully established transportation charges due Rose Transportation as a result of any overcharge claim, charge-back, duplicate payment or loss and/or damage cargo claim. A formal claim shall be filed and processed separately.

Overweight Charges: Rose Transportation will assess a charge for overweight shipments which can be properly permitted and therefore transported legally. The amount of such charges will be established and agreed to at the time of the shipment.

Overweight Liability: Rose Transportation will not knowingly violate weight restrictions under federal, state or municipal laws. Customer must provide advance notification of overweight shipments. Rose Transportation will take whatever actions are necessary to bring equipment into compliance. Customer must reimburse Rose Transportation for any expenses required to bring equipment into compliance, and must pay any fines or expenses resulting from overweight violations.

Pallet Exchange: This service is not provided. Rose Transportation will not be responsible for any pallet exchange or return.

Payment Terms: Rose Transportation may elect at their sole discretion to extend credit to the Customer. In accordance with 49 CFR 377, all invoices are

due and payable within **thirty (30) days** of the invoice date. A finance and collection charge of five (5) percent will be added to any invoice not paid within thirty (30) days of the invoice date. An additional fee equal to one-third (33.3%) of total amount due will be added to any invoices must be turned over to a collection agency, attorney, or other outside party for recovery.

Payment - Short: Customer may not "short pay" freight charges or deduct charges from freight bills, unless authorized to do so in writing, prior to the deduction. Customer waives its right to any contested cargo claim that is setoff against freight charges.

Pennsylvania Contract and Jurisdiction - Any party doing business with Rose Transportation, Inc. hereby submits to the jurisdiction of the Commonwealth of Pennsylvania and agrees to litigate any disputes either in the Court of Common Pleas of Allegheny County or the United States District Court for Western Pennsylvania. The parties specifically agree that any documents including, but not limited to, agreements, delivery requests or notices shall be deemed to have been executed and delivered in Pitcairn, Pennsylvania and shall be construed, interpreted and enforced under and in accordance with the internal laws of the Commonwealth of Pennsylvania to the extent that they are not inconsistent with the applicable Federal or State regulatory laws binding upon carrier. Every party doing business with Rose Transportation, Inc. acknowledges and agrees that it is invoiced from Pennsylvania and as such Pennsylvania has personal jurisdiction over every party involved hereto.

Per Diem and Demurrage Charges - Liability: Rose Transportation will not accept liability for Demurrage and or Per Diem Charges if such charges are not due solely to their own gross negligence, including per diem charges that begin accruing after the date the equipment is dropped at a shipper/consignee or other location at the direction of the customer, shipper or consignee.

Per Diem Charges - Billed to Rose Transportation: Rose Transportation will charge to the Customer, the equipment owner's actual or anticipated Detention Charges, less any portion for which Rose Transportation are solely liable. An administrative charge of 10% or \$50.00 minimum, per Rose Transportation invoice, will be added to the equipment provider's charges. Customer may be invoiced immediately upon return of the equipment to its rightful owner.

Per Diem (Detention) Charges Billed Directly to Third-Parties: Detention Charges are often billed directly to the Customer or third party instead of Rose Transportation. This includes, but is not limited to, store-door Detention Charges for international moves, and EMHU, UMAX, CSX, and Pacer Stacktrain/ XPO containers for domestic moves. Customer may then invoice Rose Transportation for the portion of the Detention Charges for which it is liable. Customer may not invoice Rose Transportation for Detention Charges for any amount that is higher than Customer's obligation to the equipment owner.

Customer may not “short pay” freight charges or deduct charges from freight bills, unless authorized to do so, in writing, prior to the deduction. Rose Transportation will not accept invoices without proper backup documentation, or invoices that are received more than 30 days after equipment termination. Rose Transportation reserves the right to dispute the charges within 30 days of receipt of the proper documentation and invoice. If Customer response to any such dispute is not received within 30 days, it will be presumed that the dispute has been accepted and the invoice voided.

Per Diem - Calculation of Charges: Equipment owners typically charge escalating daily rates for Equipment Detention. Rose Transportation will only pay the “Average Daily Rate” for the per diem period. This is defined as the total amount of the per diem divided by the number of days.

Pick-Up or Delivery Service - Saturday, Sunday or Holiday: When the Customer requests Rose Transportation to pick up or deliver freight on Saturday, Sunday or Holiday, such service shall be subject to an additional charge of \$200.00 Saturday or \$300.00 Sunday or Holiday, if capacity is offered.

Pre-Notification: All valid pre-notes must state the line haul rate and fuel surcharge. Pre-notes must also include any accessorial services requested, as well as any pre-approved charges that may differ from this Rules Tariff. Rose Transportation reserves the right to decline any shipment for any reason.

Pre-Pull Charge: In the event a container cannot be drayed directly from the origin or to the destination or must be picked up the day(s) prior, a \$75-\$125 pre-pull charge will be added to the freight bill.

Prohibited or Restricted Articles: The following property will not be accepted for shipment nor as premiums accompanying other articles:

1. Bank Bills Museum Exhibits or Articles of Antiquity Coins, Monetary Notes Currency Original Works of Art Deeds Postage Stamps Drafts Precious Stones Letters Revenue Stamps Valuable papers
2. Articles of extraordinary value will not be accepted for shipment or as premiums accompanying other articles.
3. Rose Transportation shall not be liable for any loss or damage to any prohibited or restricted articles should the consignor tender such articles to Rose Transportation in contradiction of this provision. The Customer agrees to defend, indemnify and reimburse Rose Transportation for any physical harm, damage or liability that may result in any way from the transportation of any prohibited or restricted article as identified above.

Proof of Delivery Charge (“POD”): A charge of twenty-five (\$25) dollars will apply for providing proof of delivery (“POD”) on shipments where no exceptions were noted on the transportation documents.

Reasonable Dispatch: Unless arranged or agreed upon in writing prior to shipment, Rose Transportation is not bound to transport a shipment on a particular schedule or in time for a particular market, but is responsible only to transport a shipment with reasonable dispatch, as that term is defined at common law. Rose Transportation shall not be responsible for special or consequential damages resulting from delayed delivery.

Rebilling Fee: In the event the originally invoiced party (debtor) fails to pay any charges and Rose Transportation must bill another party, a charge of **\$25.00** will be added to the invoice to defray Carrier's costs of re-billing, printing, mailing and conducting related collection activities.

Recourse With regard to Liability of Charges: All assessorial charges, including but not limited to rail storage, demurrage, per diem, etc., are the responsibility of the party contracting Rose Transportation for its services. Rose Transportation has full recourse and permission of contracting party, including but not limited to door moves with equipment owners, to seek and recover any and all funds from the shipper, consignee, etc.

Re-consignment or Diversion:

1. Definitions of Re-consignment or Diversion: For the purpose of this rule, the terms "re-consignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

- a. A change in the name of the shipper or consignee.
- b. A change in the place of pick up or delivery within the original origin or destination point.
- c. A change in the origin or destination point.
- d. Relinquishment of a shipment at point of origin.

2. Conditions:

a. Requests for re-consignment must be made in writing or confirmed in writing.

Rose Transportation must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.

b. Rose Transportation will make a diligent effort to execute a request for re-consignment but will not be responsible if such service is not effected.

c. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of Rose Transportation before re-consignment will be made.

d. Only entire shipments, not portions of shipments may be re-consigned.

e. An order for re-consignment of a shipment moving under uniform bills of lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed or exchange.

3. Charges:

- a. If a re-consignment occurs prior to tender of delivery the charge will be \$25.00 plus reasonable charges for transportation the new delivery point. Minimum charge of \$100.00 will apply.
- b. If a re-consignment occurs after tender of delivery the charge will be \$100.00 plus reasonable charges for transportation the new delivery point. Minimum charge \$250.00.

Re-delivery Charges: When Rose Transportation has presented the requested equipment at the Shipper/Consignee facility as instructed by the Customer, and is subsequently turned away, the regular rate to the facility will be assessed. A redelivery charge equal to the regular rate will then be added when the equipment is again presented to the facility for loading/unloading.

Returned Check Fee: Upon receipt of written notification that a check has been returned to Rose Transportation for non-payment due to insufficient funds, a fee of \$55.00 (plus any bank fees borne by Rose Transportation) for each returned check will be applied against the customer's account. Customer may be placed on a "cash only" basis if not cleared to the satisfaction of Rose Transportation

Return Moves: A Bobtail charge may be billed to terminate empty or loaded equipment that is accruing per diem charges, if no return move is immediately available when the tractor drops the equipment. Customer may avoid such Bobtail charges by notifying Rose Transportation, in writing, of Customer's agreement to pay for all per diem or charge incurred as a result of forgoing the Bobtail move. Such charges do not apply to "stay-with" moves.

Salvage: Whenever property transported by Rose Transportation is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Rose Transportation, shall defer all responsibility to our direct customer to sell or dispose of such property directly or by the employment of a competent salvage agent. Rose Transportation cannot store or dispose of any rejected, damaged or overage cargo.

Scaling Charge: A \$75 (plus cost) charge per requested scale will be added to the freight bill. Out of route miles will be billed at \$2.00 per mile plus applicable fuel surcharge.

Scope of Operation: Rose Transportation is authorized by the Federal Motor Carrier Safety Administration (FMCSA) to engage in transportation as a motor carrier of property in interstate and foreign commerce between points in the United States at Docket No. MC-169487.

Rose Transportation does not hold out to transport jewelry, objects of art, currency, documents, and items of usual value or rare metals. Rose

Transportation shall not accept shipments of same and if tendered to or transported by Rose Transportation in error, Rose Transportation shall not be liable for theft or loss of or damage to same in excess of One Hundred Dollars (\$100).

Rose Transportation will not transport and shall not be required to accept for transportation any truckload shipment which exceeds in pounds the legal maximum weight or which occupies more than the full visible capacity of the trailer which is provided. Rose Transportation will not be required to transport overweight or over dimensional loads.

Due to a variety of highway restrictions in Rose Transportation's operating area, container or trailer equipment over 96 inches wide or over 45 feet long may in some instances be deemed illegal to be operated on certain highways or portions thereof. Customer shall be responsible for all violations, fines, and delays resulting from equipment being deemed over width or over length in accordance with applicable local, state, or federal laws. Customer is responsible for payment all fines and costs incurred or to reimburse to Rose Transportation for same. To avoid violations, when practical, an out-of-route mileage charge will be added to travel a legal but less direct route. Please consult with the applicable Rose Transportation terminal.

Spotted Equipment: (See Dropped Equipment)

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

Stop-Off Charges: Shipments subject to truckload rates and truckload minimum weights, received from one shipper at one point at one time for one consignee at one destination and covered by one bill of lading, may be stopped for partial loading and or partial unloading, subject to the following provisions:

1. Each stop-off is limited to one placement of the truck.
2. Stop-offs for partial loading or partial unloading will not be permitted on shipments moving "In Bond" or where Section 7 of the bill of lading has been executed.
3. The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.
4. Charges: Any stop-offs in route will be charged at the following rates: First and second Stopoffs \$75.00 each, second stop-off \$100.00 third and all subsequent stop-offs \$250.00 each. One (1) hour free will be allowed at each stop.

5. Detention Charges will apply. Out-of-route stop-offs will be subject to an out of route mileage charge.

Storage and/or Demurrage Charges: **Storage** is incurred for failure to pick up loads at the railroad within the designated amount of free time. **Demurrage** is incurred for failure to pick up loads at the port or container depot yards within the designated amount of free time. Rose Transportation will be allowed 48 hours free time to pick up equipment (day of notification, weekend and Holidays excluded). In the event Rose Transportation fails to remove equipment within free time, storage/demurrage will be Rose Transportation's responsibility. Rose Transportation will not accept responsibility for storage/demurrage when proper notification is not provided or 48 hours free time is not allowed. In the event storage/demurrage is incurred, Rose Transportation requires continued notification on a daily basis that charges are accruing for its account. Rose Transportation will not accept storage/demurrage charges without daily notification.

Proper Notification is defined as, "written notification" (fax or e-mail) at least 48 hours (excludes Holidays, Saturdays and Sundays) prior to expiration of free time and only when the equipment is ready and available for pick up. "*Proper Notification*" requirements:

Container Number

Location of container

Mounted on road worthy chassis

Ocean Carrier released

Available pick-up number

Notification received after 3:00 PM will roll to the next working day at 8:00 AM for the purposes of determining last free day.

Storage Liability: Certain shipments may be temporarily stored on Rose Transportation premises, either for the convenience of Customer or for that of Rose Transportation. Rose Transportation's legal liability for such shipments will be that of a warehouseman, and will comply with the standard of care applicable to warehouseman in the state where such service is provided. Rose Transportation's legal liability is also that of a warehouseman in the event Customer or consignee refuses delivery of tendered cargo and instructs Rose Transportation to stop movement of cargo and hold it for later delivery or otherwise prevents proper disposition of the cargo. Rose Transportation's liability generally will not exceed \$100,000 per occurrence, although Customer may request an increase in legal liability by submitting a written request for a higher Released Value and paying an additional charge. In addition, daily storage charges will apply.

Substituted Service: For their operating convenience, Rose Transportation reserves the right to hire other qualified carriers as subcontractors to provide all or part of a given movement. Rose Transportation agrees to protect the rates set forth when substituted services are provided, and warrants that all

terms, conditions, duties and obligations owed to the shipper by the Rules Tariff, bill of lading, and/or contract will be provided.

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

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

Transportation Delays: Rose Transportation will provide transportation with reasonable dispatch, and will use commercially reasonable efforts to meet all reasonable pickup and delivery appointments. However, Rose Transportation will not guarantee adherence to any particular transit or appointment schedule, and are not liable for delay, interruption, or other failure to transport any shipment by any particular appointment time. Rose Transportation will not be liable for alternative transportation costs, or other direct expenses or consequential, special, indirect, or exemplary damages arising out of any delay to shipments, unless Customer has provided a prior written description of the nature and type of such potential delay-related damages, and Rose Transportation has agreed in writing to accept responsibility for such damages. Customer notations on a Bill of Lading signed by a driver do not constitute adequate notification and/or acceptance of such special damages.

Unsafe Conditions: Rose Transportation shall not be required to perform any pick-up or delivery services to or from any location which is unsafe or impractical to operate a vehicle because of (but not limited to):

1. Condition of roads, driveways, alleys, or approaches thereto.
2. Weather conditions.
3. Inadequate loading/unloading facilities.
4. Any riots or civil/labor disturbances.