

Thom Sawyer Logistics Solutions, Inc.

A Broker of Transportation Services
MC – 477954

SCHEDULE 2008 AGREEMENT

RATES, CHARGES AND RULES

applying on
General Commodities
between points in
The United States, Canada, Caribbean, Europe, Asia, Africa

Issued: January 1, 2008 Effective: January 01, 2008

Issued By:
Thom Sawyer Logistics Solutions, Inc
Diana McFall
Office Manager
PO Box 786
Locust Grove, GA 30248

Approved and Accepted by:	

Name, Title	
_____	_____
for Company Name	Date

For reference to Governing Publications, see Item 100.

The Provisions published herein will, if effective, not result in an effect on the quality of the human environment.

SECTION I RULES and REGULATIONS

Item Application

100 This agreement is governed, except as otherwise provided herein, by the following publication(s), supplement(s) thereto or reissue(s) thereof:

1. ALK PC*Miler, Version 16.1.
2. NMF 100.
3. Fuel surcharge per SMC³ Supplement to Rules Tariff 190 series (Appendix A).

110A DEFINITION OF BROKER; DUTIES; WARRANTIES

Thom Sawyer Logistics Solutions, Inc (TSL) as a 'broker' certifies that it provides transportation brokerage services, including arranging interstate and intrastate transportation of general commodities, except household goods and Class A & B Explosives, that it is properly registered with the U.S. Department of Transportation ("DOT") in any Motor Carrier Docket ("MC Docket") indicated in the Confirmation, and that it holds an effective Surety Bond or Trust Fund Agreement as required by 49 U.S.C. §13906(b) and 49 C.F.R. Part 387. As a Broker, TSL shall perform the following duties: (a) arrange for the provision of interstate motor carrier transportation services for its shipper-customer, including the pick-up, transportation, and delivery of Shipments by motor contract carriers, and (b) when the other Party to the Agreement is designated as the Shipper, monitor and keep the other Party advised of the progress of each Shipment for which TSL arranges transportation. TSL warrants (a) to make all reasonable efforts to assure that all motor contract carriers used in the Transaction (i) comply with all applicable national, federal, state and municipal registration and safety regulations, including the holding of currently effective operating authorities and of satisfactory DOT safety ratings; (ii) maintain (a) cargo liability insurance in the amount of no less than one hundred thousand dollars (\$100,000) per shipment; (b) commercial general liability insurance in the amount of no less than one million dollars (\$1,000,000) per occurrence; (c) automobile liability insurance in the amount of no less than one million dollars (\$1,000,000); and (d) workers' compensation insurance in an amount no less than the minimum limits established by applicable statutes and regulations; and (iii) retain proof of each carrier's insurance at TSL's office, and make such proof available to the other Party and the Shipper during normal business hours, (b) TSL will assure that a written or electronic record of rates and charges will exist between each such carrier and TSL, and (c) TSL will assure that a contract exists between the Broker and each such carrier defining the rights and obligations of the parties thereto. TSL shall function only as an intermediary in the Transaction, shall not be or be deemed to be a carrier or agent of the other Party or of the carrier, and shall be an independent contractor having exclusive responsibility over the manner in which it or its employees, contractors or agents fulfill its and their respective obligations. Except as expressly stated in this Agreement, TSL makes no other representations or warranties to the other party or its shipper, expressed or implied, including implied warranties of merchantability or fitness for purpose.

112A DEFINITION OF CARRIER

As used in this Agreement, the term "carrier" refers to the certificated contract carrier used by TSL acting as a broker of transportation services. Carrier has certified to TSL that it is a motor carrier in interstate, intrastate or foreign commerce, that it is properly registered with the DOT pursuant to 49 U.S.C. §13902 in the MC Docket indicated in the Carrier Transportation Agreement with TSL, and that it is fully authorized to transport shipments tendered to it for motor contract carrier transportation between all points in the United States.

114A DEFINITION OF SHIPPER; OBLIGATIONS

The Shipper in the Transaction (whether a Party is so designated in the Agreement or holding itself out in the Transaction as a Shipper, or the shipper-customer of a Party designated or holding itself out as the Shipper, or any Carrier or Broker securing Capacity under the Agreement as a Shipper), and no other Party, shall be deemed to be solely responsible for all aspects of the inspection, packaging, loading, and unloading of each Shipment. Such responsibilities shall include, but not be limited to, the following:

- (a) Shipper authorizes TSL to arrange for the transportation of Shipments contemplated by the Agreement, including the arrangement of carrier personnel and motor vehicle equipment. By oral and/or written requests to move shipments, Shipper agrees to be bound to TSL's terms and conditions as outlined in this packet. Failure to sign this agreement will not deem this contract null and void.
- (b) Shipper represents, warrants and covenants that each Shipment can and will be transported in the manner contemplated for the Transaction under the terms of the Agreement. Shipper indemnifies and holds harmless any other Party from and against any adverse claim, cause of action, lien or encumbrance now or hereafter asserted or imposed by any other person or entity against the Shipment or any party or the carriers of any party.

- (c) Shipper shall provide proper and complete documentation and shipping instructions for each Shipment in accordance with the shipping instruction documentation of TSL and the carriers, including without limitation, the proper and complete documentation and identification of any hazardous materials to be transported within a Shipment. Without limiting the requirements of the preceding sentence, Shipper shall completely and accurately provide the following information relating to each Shipment: (1) Origin (address, city, state), (2) Destination (address, city, state), (3) Delivery time, date, location, days/hours of operation, (4) applicable accessororial services required, (5) equipment type and grade, (6) commodity description ("Freight All Kinds," "FAK," etc. being unacceptable), (7) Actual Shipper (address, city, state), (8) Consignee (address, city, state), (9) 24-hour, seven-day per week contact information, (10) weight certification, (11) Hazardous Materials shipping documents and information (where applicable). Shipper shall at all times describe the contents of each Shipment with sufficient particularity to comply with applicable legal requirements and to permit TSL and the carriers of the Shipment to comply with such legal requirements and to carry out the transportation of the Shipment safely and knowledgeably. Shipper shall reasonably describe the condition of assembly of the contents of each Shipment as well as the manner in which it is packaged.
- (d) Shipper shall carefully inspect all vehicles and related equipment tendered for use in transporting cargo ("Vehicles") and shall determine if the Vehicle is suitable to protect and preserve the Shipment during transit. Shipper releases and discharges the other Party and any carrier utilized in transporting a Shipment for any and all present and future claims, liabilities, losses and damages, or any other expense, liability or loss, caused by defects in a Vehicle that the Shipper's inspection could have discovered prior to loading.
- (e) Shipper shall provide and properly affix seals to doors of each Vehicle upon loading, and shall properly package, placard, load and unload cargo within and from each such Vehicle, securing, blocking and bracing cargo.
- (f) Shipper shall ensure with respect to each Shipment that the gross and axle weights of each Vehicle conform to all applicable laws, regulations and safety and weight limitations ("Safety and Weight Limitations"), at origin, en route and at destination; shall properly distribute the weight within each Vehicle to comply will all Safety and Weight Limitations; and shall comply with applicable laws and regulations requiring a person or entity to certify the gross weight of the cargo and packing materials transported in a Vehicle. If a Vehicle is rejected, stopped in transit, or subjected to any fine or penalty, for being overweight or otherwise not being in compliance with applicable Safety and Weight Limitations, Shipper shall (in addition to all other duties and liabilities imposed on it in relation thereto) retrieve the Vehicle at Shipper's sole expense.
- (g) Upon being notified that a loaded Vehicle, while in transit, is deemed unsafe for movement due to a load shift or any damage determined to have been caused by improper packaging, loading, blocking or bracing, Shipper shall arrange at its own expense, or any party or the carrier may arrange at Shipper's expense, for the repair of the Vehicle, securement of the cargo, or transfer of cargo to another Vehicle. If any carrier assesses an additional accessororial charge in connection with such situations, Shipper shall be solely responsible for payment of such charges.
- (h) Shipper shall be solely responsible for unloading cargo without damaging the Vehicle, and must completely unload the Vehicle, including all packing, blocking and bracing material and any other debris. If Shipper fails to comply with these cleaning requirements, the carrier can clean or reject the Vehicle. If a carrier cleans the Vehicle and assesses the cleaning cost or related accessororial charges, Shipper shall be solely responsible for such charges.
- (i) If any Shipment tendered to a carrier is lost or damaged, Shipper shall submit any claim for loss or damage directly to the carrier responsible for the Shipment. Although TSL will reasonably cooperate with Shipper in making such claims, Shipper acknowledges that TSL is not an agent of the carrier or Shipper for purposes of, and TSL assumes no obligation or responsibility regarding, the physical transportation of Shipper's commodities.
- (j) Shipper shall indemnify, defend and hold harmless TSL, its affiliates and/or carriers and its and their respective directors, officers, employees, agents, insurers, successors and assigns, against all claims, liabilities, losses, fines and other expenses, including but not limited to costs of court, expert fees and attorneys' fees arising out of or relating to (1) any breach of or noncompliance with this Item 114A; (2) any incomplete, incorrect or misrepresented information provided to a party or any carrier arranged by a party in connection with Shipments; (3) any failure to comply with the Federal Hazardous Materials Transportation Regulations (49 CFR Parts 100-180) and any contact with, exposure to or release of Hazardous Materials, including fines or expenses relating to the removal or treatment of that Hazardous Material or any other remedial action pertaining to that Hazardous Material under Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as amended ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, as amended ("RCRA"), or any comparable state law; and (4) any and all

loss or damage claims relating to each Shipment.

115 DEFINITION OF SHIPMENT

A shipment is a quantity of freight received from one consignor at one point (or places within the confines of a single plant), on one day, consigned to one consignee at one destination and covered by one bill of lading, shipping order or other shipping document.

116 DELIVERY APPOINTMENTS

There is a charge of \$20.00 per delivery appointment prior to delivery, and/or each change thereto.

135 ALTERNATION OF CHARGES

In no case shall the charge for any shipment be greater than the charge for a greater quantity of the same commodity, from and to the same points, via the same routes.

150 SOLICITATION OF BROKER'S CONTRACTED CARRIERS

The Shipper and the Broker have upon due consideration, determined that a contract to support and protect Broker's efforts in the performance of its duties as a broker is needed and is to their mutual advantage and best interest, they hereby agree to the following terms and conditions:

- (i) Shipper agrees to support and protect broker's efforts in the performance of the agreement by refraining from any direct contact or solicitation of carriers that the broker introduces to the shipper. Shipper acknowledges the carrier as the broker's carrier when freight begins moving by the carrier. If shipper institutes the termination of this contract, shipper agrees to refrain from contact or solicitation of broker's carriers and to refrain from using any carriers previously used by the broker. If after shipper initiates termination of this contract, shipper does not refrain from contacting or soliciting or using carriers provided by the broker under this contract, shipper agrees to pay broker ten percent (10%) of any and all billings shipper receives from broker's carriers for such movements for one (1) year following the date of such termination.
- (ii) If any dispute arises about any matter covered by the terms of the agreement, the dispute may be referred to: (a) The Arbitration Procedures of the Transportation Brokers Conference of America, or, if the parties do not mutually agree to submit to these arbitration procedures, then; (b) it must be submitted to the arbitration procedures of the American Arbitration Association. Either party prior to arbitration can take no court action, and the decision of the arbitrating association shall be binding on both parties, in any subsequent court action.

200A TERMS OF PAYMENT; INTEREST CHARGES; THIRD PARTY BILLING

TSL shall invoice Shipper, Consignee or Third Party for sums due under the Agreement, including any and all freight charges and accessorial charges paid or to be paid to the carrier or carriers that transport the Shipments; provided that, such charges have been expressly authorized by Shipper, Consignee or Third Party, or set forth in the Confirmation or the Agreement, and TSL approves extension of credit to Payor. Each invoice shall be submitted with an attached bill of lading for the Shipment (or a readable copy thereof) signed by the consignee at the Destination as proof of delivery. Shipper shall, upon receipt of such documentation, make timely payment to Broker in accordance with the Agreement. Shipper shall make payment in full on all invoices with pending claims prior to TSL paying claims found to be valid.

Overdue payments shall accrue interest from the agreed due date at the rate of 18%, or the highest legally permitted rate of interest, whichever is less, from the date of invoice, together with any costs of collection, including reasonable attorney's fees. The Shipper hereby waives any and all rights it may have, at law, in contract, in equity or otherwise, to offset or reduce amounts payable in connection with the Transaction on the basis of any amount actually or allegedly due the Shipper by any other Party.

A charge of \$25.00 per shipment applies to all third party billing.

381 CANCELLATION OF ITEMS

As this schedule is supplemented, numbered items with letter suffixes cancel, except as otherwise specifically indicated, correspondingly numbered items in the original schedule or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with "A".

Example: Item 300-A cancels Item 300, and Item 300-B cancels Item 300-A. If Item 420 had not been canceled for any reason, Item 420-B would cancel it. If the new Item provides a specific cancellation of a prior issue or issues, this rule is not applicable.

410 CLAIMS, LOSS OR DAMAGE

Principles and practices for the investigation and voluntary disposition of loss and damage and processing salvage as set forth in 49 CFR Part 1055 will apply as if set forth in full detail herein.

415 CLAIMS, OVERCHARGES, DUPLICATE PAYMENT AND OVER COLLECTION

Procedures governing the processing, investigation and disposition of overcharge, duplicate payment, or over collection claims as set forth in 49 CFR 1008 will apply as if set forth in full detail herein.

420 OFFSET OF OVERCHARGE AND LOSS & DAMAGE CLAIMS

The customer responsible for the payment of freight charges is not permitted to offset any part of the freight charges by the value of any outstanding loss and damage, overcharge or over collected claims.

421 CREDITS

Any credits due to overcharges, service failures, and general errors will be issued by an authorized TSL employee. This credit will be signed and submitted to the party that is to receive the credit. No credits will be accepted without supplying such documentation at time of payment.

425 FUEL SURCHARGE

Fuel surcharges will be charged as a percentage of the freight's rate and billed as an accessorial charge. The fuel surcharge assessed will be equal to the fuel surcharge as published in SMC³ Rules Tariff 190 Series by: SMC³, 500 Westpark Drive, Suite 300, Peachtree City, GA 30269. Tel 770 486 5800 or www.smcsystems.com. Copies attached, Appendix A.

470 CONTROL AND EXCLUSIVE USE OF VEHICLE

No shipment is entitled to the exclusive use of the vehicle in which it is to be transported. The carrier and broker have control of the vehicle and the unrestricted right to:

1. Select the vehicle or vehicles for the transportation of the shipment
2. Transfer the shipment to other vehicles
3. To load other freight in the same vehicle with any shipment
4. Upon demand by the consignor, the exclusive use of a freight carrying vehicle will be assigned to the transportation of a shipment, subject to the following conditions:
 - a) Only one freight carrying vehicle per shipment will be furnished. If freight is tendered in a quantity which will exceed the loading limits of the vehicle furnished, the excess will be made into a second shipment requiring a second bill of lading.
 - b) The order must be given in writing, attached and referred to, or inserted on, the bill of lading, in substantially the following form:
 Exclusive use of the vehicle required.
 Seal number (if any) _____ applies.
 Charges are agreed to and will be paid or guaranteed by:
 _____ (Name) _____ (Signature)
 - c) The vehicle will be devoted exclusively to the transportation of the shipment, without transfer of lading and without the breaking of seals, if any have been applied, except in case of emergency when the shipment will be given the exclusive use of the vehicle to which it is transferred. Stopping in transit for partial loading or unloading will not be permitted on shipments moving under the provisions of this rule.
 - d) The consignor may not execute the non-recourse stipulation on the bill of lading, and, to this extent, section 7 of the contract terms and conditions of the bill of lading will not apply.
 - e) Charges on shipments moving under the provisions of exclusive use of this rule shall be computed at the lawfully agreed rates, subject to a minimum charge of one hundred and fifty percent (150%) of the applicable truckload charge. Where alternating truckload rates and minimum weights are applicable, the rate and minimum weight producing the highest charge will be applied.
 - f) When the demand for the exclusive use of a freight carrying vehicle is made by the consignor or consignee after a shipment has been receipted for and in the possession of the carrier, the carrier will, if possible, intercept the shipment and convert same to exclusive use of vehicle service over as much of the route as possible. In such case, the provisions of this rule will apply. The party making the demand must confirm in writing and must

guarantee the charges. Such written verification will be preserved by the carrier and be considered as part of the bill of lading contract.

500 DETENTION - VEHICLES WITH POWER UNITS

This Item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

Part 1 General Provisions

- (a) This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay is not attributable to the carrier.
- (b) Free time for each vehicle will be as provided in Part 4. After the expiration of free time, charges will be as provided in Part 5.
- (c) When detention charges are attributable to others who are not parties of the bill of lading contract, the charges will be assessed against the shipment (*see note A*).
- (d) When carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is actually detained.
- (e) Nothing in this item shall require a carrier to pick up or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pick up and delivery scheduled at hours other than its normal business hours.

Part 2 Definitions The following will apply when the terms below are used in this Item:

- (a) "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.
- (b) "Loading" includes furnishing carrier with the bill of lading, forwarding directions or other documents necessary for forwarding the shipment.
- (c) "Unloading" includes:
 - (i) Payment of lawful charges to the carrier when required prior to delivery of the shipment
 - (ii) Notification to the carrier that vehicle is unloaded
 - (iii) Signing of the delivery receipt
- (d) "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated property.
- (e) "Site" means a specific location at or on the premises of consignor, consignee or other designated party.

Part 3 Computation of Time

- (a) Commencement and termination:
 - (i) The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee, or other designated party at the premises of pick up or delivery of the arrival of the vehicle for loading or unloading.
 - (ii) Time shall end upon completion of loading or unloading.
- (b) Prearranged scheduling:
 - (i) When the carrier enters into a prearranged schedule with the consignor, consignee, or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, the carrier and consignor, consignee or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time, or in the event such agreement cannot be reached, to compute detention time against consignor, consignee or other party designated by them from carrier's actual arrival time subject to an extension of fifteen (15) minutes for each 15 minutes, or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time but in no case shall such extended free time exceed sixty (60) minutes.
 - (ii) If carrier's vehicle arrives prior to the scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.
- (c) Conditions governing the computation of time: Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.

Part 4 Free Time

- (a) Free time shall be computed as follows:
Actual weight in pounds per vehicle stop

Free time per vehicle stop

(see Note B)

(in

minutes)

Less than 10,000 or less than 15 linear feet	120	
More than 10,000 but less than 20,000	120	
		or less than 24 linear feet
20,000 or more than 24 linear feet	120	

- (b) When more than one shipment is loaded on one vehicle at the premises of the consignor or when more than one shipment is unloaded from one vehicle at the premises of the consignee or other designated part, the combined weight will be used to determine free time; in all other instances the individual shipment weight will be used.
- (c) When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.
- (d) Loading or unloading at more than one site at or on the premises of consignor, consignee, or other designated party shall constitute one vehicle stop.

Part 5 Charges

When the delay per vehicle beyond free time is one (1) hour or less, the charge will be fifty dollars (\$50.00).
When the delay per vehicle beyond free time is more than one (1) hour, the charge will be fifty dollars (\$50.00) for the first hour and twenty five dollars (\$25.00) for each additional thirty (30) minutes, or fraction thereof.

Note A At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed against the shipment to the extent such charges exceed those of the Federal Maritime Commission.

Note B Also applies to the last vehicle used in transporting overflow truckload shipments, or to vehicles containing truckload shipments stopped from completion of loading or partial unloading.

505 LAYOVER AND STORAGE OF SHIPMENTS

If layover of truck with power is required due to no fault of the carrier, the charge shall be three hundred dollars (\$300.00) per day, including weekends. If the consignor determines to put shipment in storage it is at consignor's expense. Charges shall be billed as an accessorial charge.

510 DISTANCES - BASIS FOR DETERMINING MILEAGE

Where rates are based upon mileage, except as otherwise provided, the mileage shall be that shown by ALK PC*Miler 19.1 Practical Miles. If transportation rates are not shown herein for actual distance, the rates for the next greater distance shall apply.

565 DISPOSITION OF FRACTIONS

In the computation of charges, fractions of less than one half will be omitted and fractions of one half or greater will be increased to the next whole cent.

PCMILER 19.1.Ink

566 FREIGHT

(A) CASH ON DELIVERY (COD)

A charge of 5% of the COD amount applies with a minimum of \$25.00 charge per shipment and a maximum \$250.00 charge per shipment.

(B) CUSTOMS OR IN-BOND

A charge of \$3.00 per 100 lbs. (per CWT) applies with a minimum charge of \$15.00 per shipments and a maximum \$150.00 per shipment.

(C) HANDLING AT POSITIONS NOT ADJACENT TO VEHICLE (NON-DOCK EQUIPPED FACILITIES)

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 immediate adjacent loading or unloading positions defined in Item 750 (Pickup and Delivery Service).

Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor when necessary to operate the same is provided without cost to the carrier.

Service under this item will be assessed a charge of three dollars (\$3.00) per one hundred (100) pounds subject to a maximum charge of four hundred dollars (\$400) per aggregate trailer load in connection with consolidated shipments. When shipments are accorded split pick up, split delivery or stopped in transit for partial loading or partial unloading, the maximum charge will apply to each stop separately wherever the service is performed.

The charges provided in this Item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges they will be collected from the party requesting such service. A minimum additional charge of \$45.00 per non-dock facility applies.

(D) MARKING OR TAGGING

A \$2.00 charge per label or tag applies with a \$25.00 minimum charge per shipment.

(E) SECURITY CHECKS

A \$25.00 charge per vehicle per each 15 minutes (or fraction thereof) applies with a \$30.00 minimum charge per vehicle.

(F) WEIGHT VERIFICATION

A \$20.00 charge per shipment applies, or per vehicle if more than one vehicle is used to transport the shipment. Final charges will be adjusted if a weight discrepancy is found.

568 INSIDE DELIVERY SERVICES

Inside delivery services are available and will be charged at three dollars and fifty cents (\$3.50) per one hundred (100) pounds or two hundred dollars (\$200), whichever is greater.

570 IMPRACTICAL OPERATIONS

Nothing in this schedule shall be construed as making it binding on the Broker to accept freight from or make delivery to locations to which it is impractical to operate vehicles because of conditions of roads, streets, driveways, alleys, highways or approaches thereto; inadequate loading or unloading facilities; or because of riots, threats or actions or military action.

572A SHIPMENTS ACCEPTED

TSL retains the right to refuse any shipment for any reason. All shipments are accepted on a shipper load and count, consignee unload basis.

575A HAZARDOUS MATERIALS

If Shipper tenders for transportation a hazardous material as defined under the Hazardous Materials Transportation Act, as amended (49 U.S.C. 5101 *et seq.*), and regulations issued hereunder, Shipper warrants that it is familiar with the requirements in such law and regulations and shall comply with those requirements including, but not limited to (i) registering with DOT; (ii) properly

identifying the hazardous material and completing shipping documentation related thereto; (iii) properly packaging, marking, labeling and placarding the shipment, where required, (iv) providing employee training; and (v) maintaining adequate emergency response systems and contacts in place to be utilized in the event any incident involving the shipment of hazardous materials occurs.

578 **LOADING AND UNLOADING, EXTRA LABOR**

Charges named in this schedule do not include loading and unloading. Loading and unloading will be performed by or arranged for and at the expense of the shipper or consignee, except at the request of the shipper or consignee the driver of the vehicle will load or unload, or assist in the loading or unloading, to a point immediately adjacent to the tail gate of the vehicle at an additional charge of:

- (A) (i) two hundred dollars (\$200) per truckload shipment; (ii) one hundred fifty dollars (\$150) for shipments less than fifteen (15) pallets; (iii) one hundred dollars (\$100) for shipments less than nine (9) pallets; (iv) seventy five dollars (\$75) for shipments less than six (6) pallets.
- (B) If lumper service is available and utilized the shipper shall reimburse TSL the cost, plus a \$25.00 handling fee. This cost will be billed as an accessorial charge and a receipt for payment will be provided to the shipper.

650 **SCOPE OF OPERATIONS**

The rates, rules and provisions named in this schedule or as amended are limited in their application on interstate or foreign commerce.

MC-477954 B Thom Sawyer Logistics Solutions, Locust Grove, GA

710 **PALLETS - RATE ALLOWANCES** *(see note A)*

When freight moving under rates published in this schedule is prepared for shipment and is loaded on pallets, the weight of the pallets is not to exceed five per cent (5%) of the volume or truckload quantity being shipped, the charge will be based on the applicable rate and weight of the shipment exclusive of the weight of the pallets.

Pallet rate allowances are subject to the following conditions:

1. Consignor and consignee must perform loading and unloading. Rates will include the services of one carrier employee therefore (subject to the provisions of Item 578). Carrier's employee will not be permitted to ride power equipment of consignor or consignee at their premises.
2. Consignor must show on the bill of lading the weight of the freight loaded on pallets and the weight and number of the pallets, separately. The weight of each pallet shall not exceed one hundred (100) pounds.
3. Pallets, including disposable pallets, must be of substantial construction to afford safe handling without bodies, enclosures, standing ends, sides, stakes or standards and must be not more than seven (7) inches high (deep) and must be of double faced construction held together by supports or stringers with openings for fork lifts on at least two sides.
4. Each loaded pallet must be strapped, tied, glued or otherwise secured by consignor so as to form a unit load of sufficient strength to withstand the normal hazards of transportation and, when blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be installed by and at the expense of the consignor.

Note A The provisions of this Item do not include the return of empty pallets.

725 **PALLETS - EXCHANGE**

TSL does not participate in pallet exchange programs unless otherwise agreed in written form.

750 **PICK-UP AND DELIVERY**

Unless otherwise provided, rates named in this schedule include one pick up (places within the confines of a single plant will be considered one pick up) at all points within the corporation or other limits of the point of origin from a platform, doorway or shipping room directly accessible to over-the-road vehicles of carriers; and one delivery (places within the confines of a single plant will be construed one delivery) within the corporation or other limits of the point of destination to a platform, doorway or receiving room directly accessible to the over-the-road vehicles of a carrier.

(A) AT PRIVATE RESIDENCES, ETC.

The following per shipment charges will apply: \$75.00 weighing 600 lbs or less; \$100.00 weighing 601 lbs but not more than 800 lbs; \$175.00 weighing 801 lbs or more.

(B) SATURDAYS, SUNDAYS, HOLIDAYS

On non-holiday weekends a charge of \$50.00 per man, per hour (or fraction thereof) will apply with a minimum charge of \$100.00 per man, per day. On holiday weekends a charge of \$200.00 per man, per day (or fraction thereof) applies.

820 RECONSIGNMENT OR DIVERSION

Truckload shipments may be reconsigned subject to the following charges and conditions:

- (a) Upon instruction from the shipper, carrier will make a diligent effort to effect reconsignment at the original destination or any point intermediate thereto, but this is not to be construed as placing any liability on the carrier because of its inability to effect such reconsignment.
- (b) The charge for reconsignment to a point within the corporate limits of the original destination will be seventy five dollars (\$75.00).
- (c) When a shipment is subject to mileage commodity rates from a point of origin to final destination via point of diversion, the charge for reconsignment to a point other than within the corporate limits of the original destination will be seventy five dollars (\$75.00) in addition to the mileage charge from point of origin to final destination computed via point of diversion.
- (d) When reconsignment is sought on a shipment where the applicable rate from point of origin to the destination to which reconsignment is sought is a point-to-point commodity rate or otherwise not applicable via the reconsignment point, the charge for effecting such reconsignment will be seventy five dollars (\$75.00) in addition to the rate applicable from point of origin to final destination over the shortest available route plus an additional charge of one dollar and sixty cents (\$1.60) per mile for mileage operated in excess of that applicable over the shortest available route from point of origin to final destination.

830 REDELIVERY

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

1. If one or more additional tenders, or final delivery, of the shipment is made at consignee's place, the following charges will be assessed for each additional tender or final delivery: one hundred and fifty dollars (\$150.00), if the tender or final delivery is made no later than the day following the initial tender for delivery. Thereafter, the redelivery charge shall be increased by one hundred and fifty dollars (\$150.00) for each additional day following the initial tender for delivery. If more than one vehicle is used to transport the shipment, the provisions of this Item apply to each vehicle separately.
2. All charges accruing under the provisions of this rule must be paid, or guaranteed to the satisfaction of the carrier, by the party or parties requesting redelivery before the shipment is redelivered.

900 STOPPING IN TRANSIT TO COMPLETE LOADING OR PARTIAL UNLOADING

A shipment tendered on one bill of lading or shipping order from one consignee at one point of origin at one time consigned to one consignee at one destination may be stopped in transit at any point or place to complete loading or for partial unloading, subject to the following charges and conditions:

- (a) Stop-off(s) will only be permitted at points within the scope of carrier's operations as set forth in Item 650.
- (b) The bill of lading or shipping order must show the point(s) at which the shipment is to be stopped for loading or unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of the party to whom each portion is to be delivered. If pickup or delivery is made to more than one address or location in the same point (city, town or village), each pickup or delivery will be considered a separate stop in the application of this rule.
- (c) The substitution of other property for that originally loaded or the exchange of contents of the load in any manner is prohibited.
- (d) Shipments may only be stopped in transit for partial unloading at points beyond and after the last stop for completion of loading has been accomplished.
- (e) Truckload shipments of freight may be stopped at intermediate points between the point of origin and final destination for completion of partial loading or unloading subject to the following conditions:
 - i) all freight charges must be paid in full at one time by either the consignor or consignee named in the bill of

- lading;
- ii) only one bill of lading and shipping order shall be issued for the entire shipment;
 - iii) the bill of lading shall show in the appropriate space the name and address of the consignor and the name and address of the final consignee;
 - iv) The name and address at which vehicles are stopped for completion of loading or unloading shall be shown in the body of the bill of lading or on a separate paper which shall be attached to and considered as part of the shipping documents;
 - v) Linehaul charges for shipments stopped in transit for partial loading or unloading shall be determined by computing total miles using ALK PC Miler 16.1 Practical Miles from point of origin to each intermediate point, and from that intermediate point to the next and continuing then to final destination;
 - vi) The applicable rate used to calculate the line haul charge shall be the rate applicable to a shipment moving direct from origin to destination;
 - vii) In addition to the applicable line haul charges, an additional charge for each stop in transit is as follows:

Origin and Final Destination	No charge
1 st & 2 nd Intermediate Stop	\$50.00 each
3 rd and all Subsequent Stops	\$150.00 each
- (f) Stopping in transit for loading and/or unloading will not be permitted on a shipment when consigned "C.O.D." or to be delivered only on shipper's written order, or when accompanied by any instruction from the consignor requiring the surrender or presentation of the bill of lading, a written order, or any other document as a condition precedent to delivery at stop-off point(s).

910 RELEASED VALUE

The value of the property when loaded in a single unit of the Carrier's equipment shall be subject to the actual value as shown on the Shipper's invoice issued to the purchaser of the property but in no instance will the Carrier assume total liability or cost of the property greater than one hundred thousand dollars (\$100,000.00).

920 EXPEDITED SERVICE

Charges shown in this rate addendum are for shipments to be picked up and/or delivered in our normal course of business. In the event that a consignee and/or consignor wishes to move a shipment in a more expedited manner, such service can be provided in most instances. The request must be made verbally with as much advance notice as possible. The notation "Expedited Service Requested" must be placed on the bill of lading and/or confirmed in writing. The charge shall be one hundred and fifty percent (175%) of the truckload rate unless charges must be greater to secure a carrier for the shipment.

930 SPOT PRICING

From time to time individual rates and charges may be negotiated on short notice. Such negotiated rates are in addition to rates in the rate agreement and will apply to a specific movement or product. When such price agreement is reached, the terms of these negotiated rates will be included as an amendment to the Rate Agreement written by the Broker on or before the date service will occur.

985 VEHICLE PROVIDED BUT NOT USED

When the carrier is requested to furnish a vehicle to a point designated by the shipper or other party requesting movement of a shipment and such vehicle is provided as requested but, due to no fault of the carrier, the vehicle is not used, a minimum charge of two hundred and fifty dollars (\$250.00) will be made to the shipper, or \$1.50 per mile traveled.

1000 GOVERNING LAW; FORUM

This Schedule 2006 Agreement is governed by, and construed in accordance with, the laws of Georgia, without regard to conflicts of law principles. Disputes relating to this shall be submitted to and resolved by the state district courts of the State of Georgia. Each Party irrevocably submits to the jurisdiction of such courts. THE PARTIES WAIVE THEIR RIGHTS, IF ANY, TO TREBLE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

Abbreviation or Reference Mark	Explanation
COD or C.O.D.	Collect on Delivery
Concl.	Concluded
Cont.	Continued
FHWA	Federal Highway
Administration	
MC	Motor Carrier
<	Reduction
>	Increase
)	Change resulting in neither
an increase nor a reduction in charges.	