

Newton Kennedy Asset Transportation LLC dba Newton Transport

MC# 832286

Rules Tariff

Tariffs Governing the Rules, Regulations and Scope of Operations.

APPLICABLE ON INTERNATIONAL, INTERSTATE, and INTRASTATE FREIGHT SHIPMENTS WITHIN THE UNITED STATES OF AMERICA, MEXICO, and CANADA, including INTERMODAL SHIPMENTS

EFFECTIVE: January 20th, 2022

ALL BENEFICIAL PARTIES HOLDING INTEREST IN THE FREIGHT BEING TRANSPORTED, AND UPON LOADING OF FREIGHT ONTO OUR COMPANY'S TRUCK(S), AGREE TO THE FOLLOWING TERMS & CONDITIONS SET FORTH HEREIN, AND ACCEPT THESE TERMS & CONDITIONS FOR HIMSELF AND HIS ASSIGN.

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SECTION 1 – GENERAL TERMS

BILLS OF LADING - The terms and conditions of the Standard Truckload Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Newton Kennedy Asset Transportation LLC to nonconforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only. Any terms, conditions, and provisions of such bill of lading shall be subject and subordinate to the terms, conditions, and provisions of this tariff and, in the event of a conflict between the terms, conditions and provisions of such bill of lading and this tariff, the terms, conditions and provisions of this tariff shall govern.

SEE TERMS & CONDITIONS CONTINUED ON NEXT PAGE

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SECTION 2 – STANDARD TRUCKLOAD BILL OF LADING TERMS & CONDITIONS

Sec. 1. (a) The carrier or the party in possession of any of the property described in this Bill of Lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the Bill of Lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this Bill of Lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

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

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the Bill of Lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. Section 13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this Bill of Lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this Bill of Lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8. If this Bill of Lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another Bill of Lading, the shipper's signature on the prior Bill of Lading or in connection with the prior Bill of Lading as to the statement of value or otherwise, or as to the election of common law or Bill of Lading liability shall be considered a part of this Bill of Lading as fully as if the same were written on or made in connection with this Bill of Lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

SECTION 3 – INTERPRETATION OF THIS TARIFF

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Official of Newton Kennedy Asset Transportation LLC. This

Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment will apply to the shipment.

SECTION 4 – REGULATIONS SET FORTH BY THE FMCSA

The rules set forth shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by **49 U.S.C. §14706** (the Carmack Amendment) or, where applicable, by the Carriage of Goods by Seas Act (COGSA).

SECTION 5 – MEDIATION AND LITIGATION

In the event of any dispute pursuant or related to, or arising out of, this Agreement or transaction, including but not limited to the effect of any term, covenant or provision, the parties will make a good faith effort to resolve such dispute through mediation. If such dispute is not resolve through mediation, any litigation must be filed in the state or federal courts embracing Denton County, Texas, or any other applicable federal courts residing in Counties retaining jurisdiction, and the parties waive any objections to the jurisdiction of such courts and to venue in such courts.

SECTION 6 – LIABILITY FOR ACCESSORIAL CHARGES

The Consignor, Consignee and/or Freight Broker agree to remain liable for the following accessorial charges should they be incurred:

- a) **Collection Fees** - should any account require professional collection efforts provided by a third-party debt collection agency to recover any amount owed Newton Kennedy Asset Transportation LLC.
- b) **Legal Fees** – should any account require the assistance of an attorney; attorney fees and court costs shall be included in addition to the principal amount owed Newton Kennedy Asset Transportation LLC.
- c) **Truck Order Not Used (TONU)** – should the Shipper, Consignee and/or Freight Broker cancel a shipment after the shipment is accepted by Newton Kennedy Asset Transportation LLC, a \$150.00 (one hundred fifty USD) for dry loads or \$250.00 (two hundred fifty USD) for refrigerated loads shall be paid to Newton Kennedy Asset Transportation LLC.
- d) **Detention Fees** – after the initial three (3) hour grace period allowed for detention, detention rates of \$50.00 (fifty USD) per hour, not to exceed five (5) hours, shall be applied per day to the amount due Newton Kennedy Asset Transportation LLC.

SECTION 7 – LIABILITY FOR PAYMENT

- a) The Consignor agrees to remain liable to Newton Kennedy Asset Transportation LLC for the payment of freight charges pursuant to **Section 7(a)** of the **Terms & Conditions** set forth herein, except that “*Collect*” shipments may move without recourse to the Consignor, when the Consignor so stipulates by signature or endorsement of the **Subject to Section 7 Non-Recourse** clause located on the Face of the Bill of Lading.

- b) The Consignee agrees, upon accepting delivery of the cargo, to remain liable to Newton Kennedy Asset Transportation LLC for the payment of freight charges pursuant to **49 U.S.C. §-Liability for Payment of Rate**.

SECTION 8 – RATES AND SCHEDULES

The rules published herein are applicable to all shipments transported by Newton Kennedy Asset Transportation LLC unless expressly waived in a signed bilateral contract pursuant to **49 U.S.C. 14101(b)**. Rates and schedules may be published in rate catalogues, on a shipper specific basis or pursuant to a spot market rate quotation.

SECTION 9 – WAIVER

Newton Kennedy Asset Transportation LLC’s failure to enforce the terms of this Tariff shall not be a waiver of Newton Kennedy Asset Transportation LLC’s rights to do so in the future.

SECTION 10 – APPOINTMENTS/PICKUP & DELIVERY TIMES

Pick-ups and deliveries will be during customer’s normal business hours. Appointments will be made at no charge. Newton Kennedy Asset Transportation LLC will not be liable for late deliveries or un-kept appointments in the event of an Act of God, or traffic conditions outside of Newton Kennedy Asset Transportation LLC’s control. Consignee shall facilitate prompt unloading in the event of late appointments. Should Newton Kennedy Asset Transportation LLC be detained by the Consignor, both Consignor and Consignee agree not to hold Newton Kennedy Asset Transportation LLC liable for late delivery.

SECTION 11 – DROPPED TRAILERS

Newton Kennedy Asset Transportation LLC may, for the convenience of its customers, drop trailers at a designated location. Newton Kennedy Asset Transportation LLC's customer assumes responsibility for loss of or damage to such trailers until such time as Newton Kennedy Asset Transportation LLC accepts the freight tendered on the dropped trailer. Newton Kennedy Asset Transportation LLC has no liability for loss or damage to freight on a dropped trailer until such time as Newton Kennedy Asset Transportation LLC's driver accepts such freight.

SECTION 12 – DELAYED SHIPMENTS

Shipments which are delayed at any time due to restrictions by the Consignor, its agent, Consignee, or any government body will be subject to a delay charge of \$250.00 (two hundred fifty USD) per 24-hour period or fraction thereof. Charges will begin to accrue when the load is delayed and will cease when the load is cleared for transport.

SECTION 13 – PERMITS

When special permits are required by law, the cost of such permits shall be paid by the party paying the freight charges.

SECTION 14 – CLEANUP COSTS

Shipper shall pay all costs associated with the cleanup of Shipper's material when such cleanup is the result of Shipper's negligence. Such causes may include, but are not limited to, package failure, improper loading/securement, exceeding package outage/ullage limits, leaking packaging, overweight loading, etc.

SECTION 15 – CUSTOMS CLEARANCE / IMPORT & EXPORT FREIGHT – CANADA/MEXICO

Limitation of Newton Kennedy Asset Transportation LLC 's Liability for Proper Customs Clearance:

Newton Kennedy Asset Transportation LLC assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by Canadian or Mexican Customs. Newton Kennedy Asset Transportation LLC does not represent and specifically disclaims any knowledge or expertise in proper customs clearance and inspection matters. Newton Kennedy Asset Transportation LLC is not responsible for the acts or omission of any Customs Agent or its affiliated Freight Forwarder that may be selected for the purpose of clearing shipper's merchandise through Customs. Newton Kennedy Asset Transportation LLC will serve merely as a liaison between shipper and the Customs Agent (and the

Customs Agent’s Freight Forwarder) at shipper’s request and only as a convenience to shipper. Newton Kennedy Asset Transportation LLC or party in possession will not be liable for loss, damage, deterioration of the freight or delay in delivery due to the duration of the period required by customs clearance or inspection.

SECTION 16 – LIABILITY FOR IMPRACTICAL OPERATIONS

Nothing set forth herein requires Newton Kennedy Asset Transportation LLC to perform pick-up, or delivery service, at any location from, or to, which it is impracticable, through no fault or neglect of Newton Kennedy Asset Transportation LLC to operate vehicles because of:

- a) The condition of roads, streets, driveways, or alleys.
- b) Inadequate loading or unloading facilities; or
- c) Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.

SECTION 17 – LIABILITY FOR PROPERTY DAMAGE

Should any damage to Newton Kennedy Asset Transportation LLC ‘s property be due to inadequate or unacceptable loading/unloading conditions, Consignor and Consignee agree to be liable for the damages caused to Newton Kennedy Asset Transportation LLC’s property. Should any objections to pick-up or delivery by Newton Kennedy Asset Transportation LLC or any employee of Newton Kennedy Asset Transportation LLC due to inadequate or unacceptable loading/unloading conditions, Consignor, Consignee and/or their freight agent, agree Newton Kennedy Asset Transportation LLC is not liable for any damages that may occur during loading/unloading of the cargo.

SECTION 18 – INDEMNIFICATION

Newton Kennedy Asset Transportation LLC shall indemnify, defend, and hold harmless Shipper from any and all liabilities, judgments and expenses resulting from any injury or death, loss or destruction to persons or property (excluding cargo):

- (i) arising out of Newton Kennedy Asset Transportation LLC ‘s performance under this Agreement;
- (ii) caused by a breach of Newton Kennedy Asset Transportation LLC ‘s obligations hereunder, or;
- (iii) caused by the negligence of Newton Kennedy Asset Transportation LLC, its employees, its agents, or representatives.

Shipper shall indemnify, defend, and hold harmless Newton Kennedy Asset Transportation LLC from any and all liabilities, judgments and expenses resulting from any injury or death, loss or destruction to persons or property (excluding cargo):

- (i) arising out of Shipper's performance under this Agreement,
- (ii) caused by a breach of Shipper's obligations hereunder, or
- (iii) caused by the negligence of Shipper, its employees, its agents, or representatives

SECTION 19 – SERVICE STANDARDS

Newton Kennedy Asset Transportation LLC does not offer guaranteed service on any shipments. On all shipments, freight will be delivered upon reasonable dispatch. Appointment times and notations such as "must deliver by" on the bill of lading are insufficient to alter the reasonable dispatch standard.

SECTION 20 – SHIPPER LOAD & COUNT

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

SECTION 21 – EQUIPMENT

(1) No Shipper or receiver will have the right to the exclusive use of equipment. Note: Newton Kennedy Asset Transportation LLC will determine the utility of its equipment in relation to the customer's need.

(2) Newton Kennedy Asset Transportation LLC's equipment is controlled and operated by Newton Kennedy Asset Transportation LLC's employees and owner operators only. Any other use or operation, without specific written authorization is expressly prohibited.

SECTION 22 – LIABILITY FOR FREIGHT CLAIMS of DAMAGE, DELAY or LOSS of CARGO

Liability for claims will be governed by **49 USC § 14706** or, where applicable, the Carriage of Goods by Sea Act. Newton Kennedy Asset Transportation LLC shall not be liable to the owner of property for damage, loss or delay caused by

- (1) an act of default of the shipper, owner or consignee, or their agents;
- (2) an Act of God;

(3) the public enemy;

(4) act of the public authority;

(5) inherent vice of the goods;

(6) freezing or spoiling of any perishable goods or property. Claims involving intrastate shipments and shipments of exempt commodities shall be subject to this Section. Liability will be limited to actual loss to the goods. Transportation costs will not be considered part of the claim if the claim is for invoice value of the goods.

SECTION 23 – CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 et seq. and the STBOL) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

(A) Newton Kennedy Asset Transportation LLC shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by Newton Kennedy Asset Transportation LLC unless Newton Kennedy Asset Transportation LLC shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Newton Kennedy Asset Transportation LLC shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.

(B) Newton Kennedy Asset Transportation LLC shall, at the time each claim is received, create a separate file and assign thereto a specific unique claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved at the time such claim is received, Newton Kennedy Asset Transportation LLC shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in Newton Kennedy Asset Transportation LLC 's written acknowledgment of receipt to the claimant.

(C) Claims in writing are required within nine (9) months from the date of delivery or from the time when delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by Newton Kennedy Asset Transportation LLC unless filed in writing, as provided in subparagraph (D) of this Item with Newton Kennedy Asset Transportation LLC within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract carriage, and all rules circular provisions applicable thereto. Claims for concealed damages must be submitted to Newton Kennedy Asset Transportation LLC within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.

(D) Minimum filing requirements. A communication in writing from a claimant, filed with Newton Kennedy Asset Transportation LLC within the time limits specified in the bill of lading or contract of carriage or applicable contract between Newton Kennedy Asset Transportation LLC and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between Newton Kennedy Asset Transportation LLC and shipper.

(E) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by Newton Kennedy Asset Transportation LLC as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.

(F) Claims filed for uncertain amounts. Whenever a claim is presented against Newton Kennedy Asset Transportation LLC for an uncertain amount such as "\$100 more or less," Newton Kennedy Asset Transportation LLC shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (D) above.

(G) Each claim filed against Newton Kennedy Asset Transportation LLC in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. Unless perishable commodities are involved, the shipper or consignee in possession shall afford Newton Kennedy Asset Transportation LLC five (5) days to inspect any damaged shipment prior to dispensation.

(H) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, Newton Kennedy Asset Transportation LLC shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.

(I) Verification of loss. A prerequisite to the voluntary payment by Newton Kennedy Asset Transportation LLC of a claim for loss of an entire package or an entire shipment shall be the

securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.

(J) Newton Kennedy Asset Transportation LLC shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by Newton Kennedy Asset Transportation LLC; provided, however that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, Newton Kennedy Asset Transportation LLC shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon.

SECTION 24 – CLAIMS LOSS & DAMAGE – CLEAR DELIVERY/CONSEALED DAMAGES

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

SECTION 25 – SALVAGE

Whenever property transported by Newton Kennedy Asset Transportation LLC 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, the parties agree to adhere to the ***Processing of Salvage*** protocols and procedures mandated under ***49 CFR § 370.11***.

SECTION 26 – DOUBLE BROKERING

In the event Newton Kennedy Asset Transportation LLC obtains a shipment of cargo from a freight agent who is double brokering shipments of cargo, unbeknownst Newton Kennedy Asset Transportation LLC, any contract that prohibits Newton Kennedy Asset Transportation LLC from recovering their freight charges from the Consignor and/or Consignee, become null and void. Any party involved agrees not to hold Newton Kennedy Asset Transportation LLC liable for tarnishing or damaging business relationships between any party involved while performing their duty to recover their freight charges.

SECTION 27 – SEALED TRAILERS

In the event Newton Kennedy Asset Transportation LLC takes possession of a sealed trailer, delivery of the trailer with seal in-tact (absent evidence of tampering with the trailer, doors, or hinges) conclusively defeats any claim of a shortage. Claims for an absent or missing seal may only be asserted by the Shipper if the Shipper has adequate procedures in place for verifying that the seal was in place when the trailer left origin and only when there is proof of actual damage to the goods, verified by testing or other procedures. Newton Kennedy Asset Transportation LLC will have no liability for cargo loss, damage, or shortage where any seal is removed by order of any law enforcement or governmental authority.

SECTION 28 – SHORTAGES

Newton Kennedy Asset Transportation LLC will not be responsible for shortage on shipments that are banded, strapped, netted, shrink-wrapped, or otherwise secured to bins, pallets, platforms, or skids when such securing material is found to be intact at the time of unloading by consignee. Newton Kennedy Asset Transportation LLC will only be responsible for the number of bins, pallets, platforms, or skids on such shipments

SECTION 29 – SPECIAL, CONSEQUENTIAL and PUNITIVE DAMAGES

Newton Kennedy Asset Transportation LLC will not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay. Additionally, Newton Kennedy Asset Transportation LLC will not be liable for attorney's fees of the Shipper.

SECTION 30 – SPOTTED EQUIPMENT

Newton Kennedy Asset Transportation LLC 's responsibility for cargo begins when Newton Kennedy Asset Transportation LLC picks up a shipment from the Shipper's dock, or in the case of spotted equipment, when Newton Kennedy Asset Transportation LLC takes physical possession of the loaded trailer. Newton Kennedy Asset Transportation LLC 's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

SECTION 31 – PAYMENT WITHOUT OFFSET

Shipper, Consignor and/or Consignee, or its broker or agent, shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Tariff and shipper, consignor, or consignee shall not deprive Newton Kennedy

Asset Transportation LLC of the claims process by unilateral deduction of claims from payment of freight charges due.

SECTION 32 – THIRD PARTY BILLING

Newton Kennedy Asset Transportation LLC will invoice the shipper's broker, bank, or other agent for freight charges. Newton Kennedy Asset Transportation LLC 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 payments of freight charges is not received pursuant to third party billing. A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with Newton Kennedy Asset Transportation LLC picking the shipments up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a non-recourse provision of the bill of lading. Newton Kennedy Asset Transportation LLC drivers executing bills of lading do not have authority to vary or change these provisions.

SECTION 33 – UNDELIVERED FREIGHT

- 1) If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because Newton Kennedy Asset Transportation LLC cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, Newton Kennedy Asset Transportation LLC will make a diligent effort to notify the consignor promptly that the freight is being stored and the reason therefor.
- 2) Undelivered shipments will be subject to Storage.
- 3) On undelivered shipments, disposition instructions printed on the Bill of Lading, shipping label or container will not be accepted as authority to reship, return, or re-consign a shipment or to limit.

SECTION 34 – PROPERTY ENTRANCE WAIVER

This agreement always applies regardless of any other superior or subordinate contract or agreement and shall remain valid so long as the truck has proceeded onto the property whether technically granted entrance or not. The ability of the truck and driver to proceed onto the property constitutes a waiver of granting of entrance so long as the truck proceeds onto the property by an open throughway. The

failure of the shipping company to meet the driver at the entrance of the facility whether the entrance is a side or back entrance also constitutes a waiver.

SECTION 35 – ACCEPTANCE OF THESE RULES TARIFFS

By dispatch, or rate confirmation, Consignor and/or Consignee, along with their freight agent and/or assign, electronically acknowledge the receipt of this notice and are in agreement with all provisions herein.

SECTION 36 – TEMPERATURE CONTROLLED SHIPMENTS

36.1 – Applicability

This section applies to all shipments requiring refrigerated or temperature-controlled service.

36.2 – Refrigerated Service

The following provisions will govern Newton Kennedy Asset Transportation LLC's transportation of refrigerated shipments.

1. Shipper must expressly indicate the correct temperature setting on the Bill of Lading. Unless the correct temperature setting is indicated on the Bill of Lading, Newton Kennedy Asset Transportation LLC will not be liable for loss or damage to freight.
2. If a refrigerated shipment is rejected for any reason by consignee, Newton Kennedy Asset Transportation LLC will notify shipper and maintain the shipment at the required temperature until the disposition instructions are received from shipper or consignee.
3. Newton Kennedy Asset Transportation LLC's driver will not open doors on a refrigerated trailer until expressly instructed to do so by the consignee. Newton Kennedy Asset Transportation LLC is not liable for cargo loss or damage that occurs after its driver opens the door on the trailer.
4. Newton Kennedy Asset Transportation LLC is not liable for temperature variations that occur due to freight being loaded "hot".
5. Shipper must expressly inform Newton Kennedy Asset Transportation LLC to any additional requirements for transportation of freight for which refrigerated service is requested.

36.3 – Protect from Freezing Service

Except as provided in this Item, Newton Kennedy Asset Transportation LLC is not liable for damage to freight caused by exposure to cold or freezing temperatures. Protect from Freezing Service will be provided at Newton Kennedy Asset Transportation LLC's discretion on single-line shipments and shipments to Canada from October 1st through May 30th, if each of the following conditions are met:

- a) Suitable equipment is available; and
- b) The Bill of Lading, each handling unit, AND each loose package is clearly marked with the notation, "**PROTECT FROM FREEZING**". (Marking on the freight or packaging alone or on any document other than the Bill of Lading is not sufficient.); and
- c) Outside temperature is forecast to be 10 degrees Fahrenheit or higher; and

- d) Shipment is tendered on one of the following days:
 - Next Day Transit Lines – Monday through Thursday
 - Second Day Transit Lines – Monday through Wednesday
 - Third Day Transit Lines – Monday and Tuesday; and
- e) None of the following applies:
 - The shipment is tendered on a Friday or the day before a holiday; or
 - The shipment requires appointments; or
 - The shipment requires “will call” or “dock pick up”; or
 - The shipment requires COD or Order Notify; or
 - The shipment is moving In Bond.
- f) Newton Kennedy Asset Transportation LLC may refuse to accept any shipment where weather forecasts or prevailing road conditions indicate probable highway closures.

It is the shipper’s or consignee’s obligation to ensure that the above conditions are satisfied. For shipments tendered to Newton Kennedy Asset Transportation LLC that do not meet the above conditions, Newton Kennedy Asset Transportation LLC will have no liability for cargo damaged by exposure to freezing temperatures. Newton Kennedy Asset Transportation LLC’s cargo claim liability is otherwise subject to the limits and provisions as provided in this Tariff.

CHARGES:

- 1) When Protect from Freezing Service is requested on mixed shipments, the weight of all articles in the shipment will be considered as required protection and will be so rated. This charge is \$1.75 cwt, subject to a minimum charge of \$25.00 USD per shipment.