

RULES CIRCULAR SETTING FORTH
CARRIER'S SERVICE CONDITIONS FOR



A service of **ArcBest**

Naming

RULES AND REGULATIONS
AND CHARGES

Applying on

SURFACE EXPEDITE TRANSPORTATION
FREIGHT ALL KINDS

BETWEEN ALL POINTS
IN THE UNITED STATES, CANADA and MEXICO

FOR GOVERNING PUBLICATIONS, SEE ITEM 100

THIS RULES CIRCULAR APPLIES ON INTERSTATE AND INTRASTATE
COMMERCE

ORIGINAL ISSUE: APRIL 18, 2008

EFFECTIVE: SEPTEMBER 24, 2019

ISSUED BY:

Panther Premium Logistics
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The provisions herein will not result in an effect on the quality of the human environment.

CHECK SHEET

Pages of this rules circular shown below are effective as of the date shown thereon. This check sheet will be reviewed as pages to this rules circular are revised or added.

SECTION	PAGE	DATE OF REVISION
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SECTION 1 - GOVERNING PUBLICATIONS AND DEFINITIONS***Item 100 - BILL OF LADING***

The terms and conditions of the following bill of lading shall apply.

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 Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only.

Item 110 - STANDARD TRUCKLOAD BILL OF LADING



**BILL OF LADING/PROOF OF DELIVERY
Not Negotiable**



4940 Panther Parkway, Seville Ohio 44275

Panther PRO	Truck #	Trailer #	Deadhead #	Empty Move #
Shipper (from)		Consignee (to)		
Name _____		Name _____		
Address _____		Address _____		
City _____ State or Province _____		City _____ State or Province _____		
Country _____ Zip _____ Phone (____) _____		Country _____ Zip _____ Phone (____) _____		
Attention _____		Attention _____		
Freight charges are*: <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> Third Party		Bill freight charges to:		
Name _____ Address _____		Name _____ Address _____		
P.O. Box _____ City _____ State _____ Zip _____		P.O. Box _____ City _____ State _____ Zip _____		
* If none selected BOL freight charges default to Collect				
C.O.D. Collect on Delivery \$ _____		Remit C.O.D. to: Name _____ Phone _____ Street _____ City _____ State _____ Zip _____		
Pieces	Combiner Type	HM (S)	Description of Article, Kind of Packaging, Dimensions, Special Marks, Exceptions and Unit Measurements (i.e. pounds, gallons, etc). Shipper—Mark HM column for hazardous materials	Weight in lbs (subject to correction)
Hazmat Certification —This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled and are in proper conditions for transportation according to the applicable laws and regulations.				
Emergency Response Phone Number		Shipper Name (signature)		Legible Authorized Name (print)
Payment of Charges Accounts over 90 days will be subject to interest charges of 1.5% per month after 30 days plus an collection agency or legal fees necessary for collection of the account.			Carrier Liability - Carrier shall be liable for cargo loss and damage in accordance with Federal law (49 U.S.C. 14706) with respect to all shipments. Carrier shall not be liable for special or consequential damages.	
Terms and Conditions - Charge - Almost a contractual agreement, all terms and conditions for transportation services (including charges) shall be set forth in carrier's tariff as published or carrier's Corporate Brochures and in effect on the date service is provided. Copies available upon request or at www.pantherexpedito.com.			Limitation of Liability/Declared Value - Carrier Liability for cargo loss and damage shall be limited to the shipper's actual cost of the articles, lost, damaged or destroyed and shall not exceed \$0.50 per pound or \$50,000 per track load (whichever ever is less) unless shipper requests a higher Declared Value in the space below and agrees to pay Carrier \$0.65 for each additional \$100.00 of declared value.	
Shipper hereby states that the agreed or declared value of the property is:			\$ _____ Blank defaults to Carrier's maximum liability as stated above	
Loaded by: <input type="checkbox"/> Shipper <input type="checkbox"/> Driver		<input type="checkbox"/> Shipper Lead & Count		Comments: _____ _____ _____
<input type="checkbox"/> Requested cargo hold temp _____ ° to _____ °		<input type="checkbox"/> Seal number _____		
<input type="checkbox"/> Pallets/Container said to contain _____ pieces		<input type="checkbox"/> Shrink wrap _____		
<input type="checkbox"/> Condition of freight unknown due to: _____		_____		
Shipper Record (A copy of the Carrier's Terms and Conditions are available upon request or at www.pantherexpedito.com)				Date: _____
Date _____ Shipper Signature _____		Date _____		Arrived _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date _____ Driver Signature _____		Date _____		Departed _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Delivery Record (Please print and sign name)				Date: _____
Received shipment described above in good order and condition except as noted:				Arrived _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Signature _____		Date _____		Departed _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Print _____		Date _____		_____

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Item 110 - STANDARD TRUCKLOAD BILL OF LADING (Continued)**STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS**

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

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, or resulting from a defect or vice in the property.

§ 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented 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 amount to be recovered, whether or not such loss or damage occurs from negligence.

§ 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine months after delivery of the property or in the case of failure to make delivery within 9 months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of 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 reimburse the claimant for the premium paid thereon.

§ 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be stored in a public or licensed warehouse at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

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(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs 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.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

§ 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

§ 6. Every party, whether principal or agent, shipping 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, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

§ 7. (a) The consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make

delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

§ 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 to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

§ 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.

(b) If all or any part of said property is carried by water, and the loss is carried by water and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water.

Item 120 - APPLICATION OF CIRCULAR

Each provision of this rules circular shall apply to each transportation agreement entered into by carrier unless expressly waived in a signed, written agreement.

Item 130 - MILEAGE GUIDE

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Shipper. If no specific mileage platform is requested, the mileage platform will default to PC Miller v. 30.

PC* Miller, Practical Route, city to city, except when a shipment travels a specific route, required by State, Municipal, Federal Agent or Canadian Ministry, mileage will be a calculated by the route(s) specified.

Item 140 - RATES AND SCHEDULES

The rules published herein are applicable to all shipments transported by Carrier 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.

Item 150 - NOTICE AND AMENDMENTS

Upon written request, Carrier will provide its customers and shippers with copies of all applicable rules circulars and rates. Rules circulars and accessorial charges are available on Carrier's web site at: www.arcb.com/panther-premium

Item 160 – AIR FREIGHT TENDERS

Customers tendering freight to Panther warrant that no shipment is intended for a subsequent movement by air or is otherwise subject to special security procedures imposed by the Department of Homeland Security, TSA, FDA or similar agencies with jurisdiction over the transportation of the cargo tendered to Panther for transportation.

Item 180 - DEFINITIONS

(A) A shipment is a tender of freight received from one consignor, at one time, at one place, destined to one consignee at one location, and covered by one bill of lading.

(B) Carrier shall be named on the bill of lading as the origin carrier of all shipments.

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(C) 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 a shipment with reasonable dispatch, as that term is defined at common law.

(D) Spot rate shall mean a rate agreed upon by only shipper and carrier as applicable to a single shipment or, if in writing, a limited number of shipments representing a continuous number of shipments arranged at a single time with a single offer and a single acceptance.

Item 190 - ABBREVIATIONS AND REFERENCE MARKS

ABBREVIATION OR REFERENCE MARK	EXPLANATION
(R)	Denotes Reductions
(A)	Denotes Increases
(C)	Denotes changes which result in neither increases or reductions in charges
@	Addition
AQ	Any Quantity
(B)	Applies between points shown in From and To Columns
CFR	Code of Federal Regulations
COD	Collect on Delivery
Cy	County
DOD	Department of Defense, United States Government
(EAN)	Except as Noted
FB	Flatbed
FHWA	Federal Highway Administration
LG	Lift Gate
(C) LTL	Less Than Truckload
M	Denotes truckload minimum weight in thousand pounds indicated. (i.e., 30M means truckload minimum weight is 30,000 pounds.
MC	Motor Carrier
MAX	Maximum
MFTRP	SDDC Freight Traffic Rules Publication
MIN	Minimum
SDDC	Surface Deployment Distribution Command
NOI	Not Otherwise Indicated
S	Closed Van requiring special equipment or handling
Sup	Supplement
TC	Temperature Control
TL	Truckload
Viz	Namely
Wt	Weight

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SECTION 2- SCOPE OF OPERATIONS

Item 200 - TERRITORIAL SCOPE

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) as an interstate motor carrier in Docket No. MC-257496 to transport all general commodities.

Carrier holds extra-provincial authority to transport shipments from and to all Canadian provinces.

Item 205 - COMMODITY LIMITATIONS

Carrier will not handle any hazardous or non-hazardous wastes.

Carrier does not hold out to transport jewelry, objects of art, currency, documents, items of unusual value or rare metals without pre-notification so the proper insurance can be obtained.

Carrier will not handle metal coils, sheet metal or powered industrial equipment on anything but flatbeds unless specifically approved by the Panther Risk Management Group for compliance against Panther's SOPs.

Carrier will not handle Hazard Class and Division 2.3 materials

Carrier will not handle coal or carbon.

Item 210 - HAZARDOUS MATERIALS PROVISION

Shipper accepts all U.S. Department of Transportation requirements governing placarding of hazardous material. Hazardous material shipments weighing 1,001 lbs. or more must be loaded on a straight truck or vehicle of greater size subject to shipment's physical dimensions.

The customer must provide Carrier with advance notice of any shipment of hazardous materials, as that term is used and defined in the Hazardous Material Transportation Act, 49 U. S. C. § 5101 ET SEQ. Prior to transportation, customer shall provide Carrier with a current Material Safety Data Sheet for the hazardous material shipment. Shipper is required to ensure that any hazardous material is properly packaged, secured and labeled pursuant to all applicable federal and state laws and regulations.

Carrier reserves the right to reject any shipment of hazardous materials for any reason.

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Item 215 - INTERMODAL SHIPMENTS

Carrier does not participate in the Uniform Intermodal Interchange Agreement (UIIA).

Item 220 - MEXICAN SHIPMENTS

Regardless of any bill of lading that may be issued or accepted by Carrier, Carrier does not accept liability for loss, damage or delay to shipments under transport in the Republic of Mexico. Carrier participates in international shipments originating or destined to Mexico on a combination of rates basis notwithstanding any arrangements for through trailer movements. Shippers are advised that liability for cargo loss in the Republic of Mexico differs from U.S. law (49 U.S.C. 14706) and the special arrangements with the Mexican carrier participating in any transborder movement is not the Carrier's responsibility. Carrier will not pay a cargo claim in the event of a high jacking or theft in or near the country of Mexico.

Item 225 - REGULATED VERSUS EXEMPT

The rules set forth in this Circular 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").

Item 230 - INTERSTATE VERSUS INTRASTATE

The rules set forth in this Circular shall apply to all shipments handled by Carrier regardless of the origin or destination.

Item 235 - SHIPMENT LIMITATIONS

Carrier shall not be required to accept for transportation any shipment which exceeds the weight of the truck requested or used or which occupies more than the full visible capacity of the trailer which is provided.

Item 240 - IMPRACTICAL OPERATIONS

Nothing in this rules circular shall require the carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier 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.

Item 245 - APPOINTMENTS/PICKUP AND DELIVERY TIMES

Pick-ups and deliveries shall be made direct unless different terms are agreed upon at time of order entry. Carrier shall not be liable for late deliveries or un kept appointments unless such late delivery or un kept appointment is beyond carrier's duty of reasonable dispatch. Consignee shall facilitate prompt unloading in the event of missed appointments.

Item 250 - IMPORT AND EXPORT FREIGHT

(1) Limitation of Carrier's Liability for Proper Customs Clearance. Carrier assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by Mexican or Canadian Customs. Carrier does not represent and specifically disclaims any knowledge or expertise in proper customs clearance and inspection matters. Carrier is not responsible for the acts or omission of the Mexican or the Canadian Customs Agent or its affiliated Freight Forwarder/Broker that may be selected for the purpose of clearing shipper's merchandise through Customs. Carrier will serve merely as a liaison between shipper and the Mexican or Canadian Customs Agent (and the Customs Agents' Freight Forwarder/Broker) at shipper's request and only as a convenience to shipper. Carrier or party in possession shall 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.

(2) Carrier assumes no cargo loss responsibility for shortage or damage to shipments while in the Republic of Mexico. Clear bills of lading showing safe and damage-free delivery between the U.S./Mexican borders at the pickup or delivery points in the U.S. shall be evidence of Carrier's proper discharge of its cargo responsibility.

(3) In the event it is determined, notwithstanding the foregoing, that Carrier is liable pursuant to statute, through bill, or otherwise for loss, damage or delay occurring in the Republic of Mexico, Carrier's maximum liability shall be the rate affixed under the laws of the Republic of Mexico for domestic shipments within that country.

Item 255 - PICKUP AND DELIVERY SERVICE

The rates named herein include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

"Pickup" means calling for and receiving freight at any platform, doorway or other place designated by the shipper, when directly accessible to carrier's vehicle.

"Delivery" means delivering freight at any platform, doorway, or other place designated by the consignee, when directly accessible to carrier's vehicle.

Item 256 – REDELIVERY

If a shipment is once tendered for delivery and through no fault of the carrier such delivery cannot be accomplished, tender will be made subject to the following provisions.

Each redelivery will be considered as a new and separate shipment and will be billed at rates in effect on the date of redelivery and day of the week in addition to the original shipment charges.

Item 257 - REJECTED SHIPMENTS

If, for any reason not attributable to the Carrier's negligent acts or omissions, a shipment is rejected by the consignee at destination, it will be returned to the point of origin upon order of the paying party. If an agreement between the paying party and the shipper, assuming no corporate relationship between the parties, cannot be reached in relationship to the freight rejection, accessorial charges may apply until the issue is resolved.

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

Item 258 - ROUND TRIP MILES

Round trip miles include all miles traveled by the Carrier's vehicle on the Return Trip, as that phrase is defined below (i.e. from the single point of destination to the original point of origin or a different address in the same city as the original point of origin).

A Round Trip is defined as traveled by the Carrier's vehicle from the point of origin where the vehicle is loaded to a single point of destination where the same freight or portion thereof is unloaded from the Carrier's vehicle (the "first leg"); and traveled by the Carrier's vehicle on the return trip from a single point of destination to the point of origin (the "Return Trip"). If there is more than one destination, the move does not qualify as a Round Trip. A Return Trip does not include any travel by Carrier's vehicle from the single point of destination to any other location except the point of origin.

The rates that are shown on a per Round Trip Mile Basis, shall be construed to apply per Mile, per Vehicle, per Shipment, per Shipper.

Item 260 - SHIPPER LOAD AND COUNT

All shipments shall be loaded by the consignor and unloaded by the consignee. Carrier'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 carrier 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.

Item 265 - FREE TIME

Carrier shall allow 1 hour of free time both for loading and unloading for vehicles with power units and drivers.

For purposes of detention of trailers spotted without power, Carrier shall allow 1 hour of free time both for loading and unloading of spotted trailers. Such time shall commence from the time the trailer is spotted or from the time the trailer was requested to be spotted, whichever is later, but Saturdays, Sundays or holidays shall not be included in the calculation of free time.

Where carrier spots trailer equipment for shipper's loading convenience, no free time shall be allotted for detention of power equipment and detention shall begin at the agreed time of arrival or at the time of actual arrival, whichever is later unless a flat rate agreement has been made prior to arrival.

Free time for multiple pickup and multiple delivery loads. Where stop-off, pickup or deliveries are requested in route, with the exception of the original origin and the ultimate destination, the free time allowed for each stop shall be 1 hour.

Item 270 - SUBSTITUTED SERVICE

For its operating convenience, carrier reserves a right to hire other carriers qualified subcontractors to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to shipper by this circular, bill of lading, and/or contract will be provided.

When such substituted services is provided by Carrier, the rules and provisions set forth in this tariff shall continue to apply.

Item 280 - LOADED MILES

A loaded mile shall be construed to be all miles traveled from point of origin where carrier's vehicle is loaded to point of final destination where carrier's vehicle is unloaded.

The rates that are shown on a per loaded mile basis, shall be construed to apply per mile, per vehicle, per shipment, per shipper.

Item 285 - MINIMUM CHARGES

All shipments transported under the provisions of this publication are subject to a minimum charge as provided in each individual rate addendum. If no individual addendum is provided a tariff minimum applied rate schedule can be requested from salesadminmedina@arcb.com upon written request.

Item 290 – EQUIPMENT SELECTION

Equipment selection is based on Panther determination of cargo weight and dimensions provided by customer at time of order. If the shipper requests a vehicle that will not safely or legally handle the cargo based on the provided weight and dimensions, a vehicle of appropriate capacity will be dispatched. Charges will be assessed on the basis of the vehicle size utilized and not the vehicle size requested unless other arrangements are made between Panther and customer at time of order.

Truck Size	Capacity	Dock High
Cargo Van	Up to 2,500 lbs.	N
12-24 Straight	Up to 12,500 lbs.	Upon Request
53' Tractor Trailer	Up to 43,000 lbs.	Y

SECTION 3 - ACCESSORIAL CHARGES

Item 300 - APPLICATION OF ACCESSORIAL CHARGES

In addition to the line haul or base rate for any shipment and unless otherwise agreed in writing, the following accessorial charges shall apply and shall be reflected on the Carrier's invoice for services rendered.

Item 305 - DETENTION – VEHICLES WITH POWER UNITS

(A) This item applies on shipments when the carrier's vehicles with driver and power units are delayed or detained beyond the free time provided for herein at time of delivery to the consignee or at time of pick-up at the consignor's place of business when such delay is not the fault of carrier.

(B) Charges for detention will be charged to the billing party regardless of where the detention occurs.

(C) 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.

(D) 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:

- (1) Carrier may allow the driver to depart the consignee and spend the night at adequate facilities and return the following day to continue offloading; or,

(2) Carrier will spot trailer at shipper or consignee location and return the following day, and further, trailer will be subject to charges for detention without power pursuant to Item 310 beginning immediately upon spotting of the trailer; and,

(3) 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.

(E) If a vehicle is both unloaded and reloaded, each transaction will be considered separately and free time shall apply to each separately.

(F) When delay occurs beyond free time, the charge for detention shall be \$50.00 per hour or fractions thereof.

Carrier 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, carrier's records will govern.

(H) In the event of extended wait time, the customer must inform shipper at time of booking and appropriate Layover fees will apply. (See Item 311).

Item 310 - DETENTION – VEHICLES WITHOUT POWER UNITS

(A) This item applies when carrier spots a trailer at the facilities of the shipper or consignee for the loading or unloading of shipments upon the request of shipper, but neither this Item nor detention under any other term or condition shall apply if the carrier spots the trailer for carrier's convenience with or without the authorization of shipper or consignee.

(B) Time shall commence with the spotting of the trailer and shall end when carrier is notified by the shipper or consignee that the trailer is available for removal from the premises of the shipper or consignee.

(C) If a trailer is both unloaded and reloaded, an additional two (2) hours free time shall be allowed.

(D) After expiration of free time as provided herein, charges for delaying the trailer beyond free time shall be \$300.00 per 24 hour period or fraction thereof, including Saturday, Sunday and/or Holidays where the equipment has not been placed for the Carriers convenience.

(E) A Temperature Control Trailer Drop upon the request of shipper will be subject to a \$1950 charge per 24 hrs. and in addition to all other applicable charges.

Item 311 – LAYOVER SERVICE

If a carrier's equipment and driver are required to remain overnight at the destination point through causes attributable to the consignee or consignor, or at the request of either, the consignee or consignor, an additional charge of:

Cargo Van: \$75.00
Straight Truck: \$175.00
Tractor Trailer: \$200.00

for each overnight stay shall be assessed in the event the carrier is notified prior to arrival at the consignee or consignor. Charges shall be in addition to all applicable charges incurred in Item 305 (Detention with Power Units.).

Item 313 – LIFT-GATE PER OCCURRENCE

When lift-gate service is required to facilitate loading or unloading of material at pick up or delivery, a charge of \$300.00 per occurrence will be applicable.

Item 314 – LIFT-GATE IN-TRANSIT

When lift-gate service is required to facilitate loading or unloading at either the shipper or consignee and the freight is deemed non-transferable by the consignor, consignee, third party, or carrier a RPM spot quote will be provided upon request.

Item 315 - LOADING AND UNLOADING

Rates in this rules circular contemplate loading of the freight by the shipper and the unloading of freight by the consignee, except that if the shipper or consignee requests and carrier furnishes outside labor to load or unload the vehicle, all charges for such outside labor are to be paid by the shipper or consignee, who will be billed on a spot quote basis at the time of quotation or booking.

If the driver is required to assist with loading and/or unloading, the following charges apply:

Cargo Van - \$50.00
Straight Truck - \$175.00
Tractor Trailer - \$225.00

Charges will be assessed in addition to all other applicable charges. All charges for additional labor shall be agreed to in writing at the time services are provided.

Item 316 - INSIDE PICKUP OR DELIVERY

If the carrier's driver is required to hand load or hand unload a shipment to a professional office, the following charges will be assessed for each service in addition to all other lawful charges:

\$2.50 per 100 pounds subject to following minimums: Cargo Van: \$50.00; Straight Truck: \$175.00; Tractor-trailer: \$225.00

Item 317 - SPECIAL HANDLING

The following equipment will be supplied, subject to availability, wherever practical. When the following equipment is requested, the following quantities will be supplied:

<u>Unit Type</u>	<u>Straps or Bars</u>
Straight Truck	4
Tractor-trailer	4

Should additional services and/or equipment be required, a charge of \$6.00 per pad and \$20.00 per strap will be assessed. E-Track Bars can be provided for a \$100.00 charge per bar. Such charges shall be in addition to all other lawful transportation charges.

Note: If the equipment requested must travel with the freight and then be returned, there will be a minimum charge of one calendar week of time or the time required for a round-trip, whichever is greater.

Item 318 - SPECIAL SERVICES AND/OR EQUIPMENT

Pallet Jack will be provided at a charge of \$150. Pallets can be provided at a charge of \$35 per pallet.

Debris removal/disposal of packaging material will be charged at the vehicle/mileage rate for all miles driven to a disposal locations and flat \$300.00 disposal fee.

Decking will be provided at a cost based on carrier's truck size as follows:

Straight Truck - \$800.00	Tractor-trailer - \$1400.00
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Item 318a - EQUIPMENT- DOLLY SERVICES

The following equipment can be provided upon request with the provided charges.

2 Wheel Dolly	\$75
Furniture Dolly	\$75
4 Wheel Dolly	\$125
Drum Dolly	\$175
Kickback Dolly	\$175
Refrigerator Dolly	\$175

Item 318b - PALLETS

Pallet build up and breakdown services can be provided at a charge of \$50 per pallet and a \$100 minimum.

Pallet shrink wrapping service is provided upon request for \$10 per pallet and \$75 minimum.

Item 319 - TARPING

When carrier is required and notated on the Bill of Lading to cover a shipment with tarpaulin(s), a charge of \$150.00 will be assessed per shipment.

Item 320 - PALLET EXCHANGE

Carrier does not offer this service. Pallets used to transport shipper commodities will be left with shipment. Racks used to support and secure shipment may be returned to shipper if requested during order process with the applicable charges applying to the round trip.

Item 325 - EQUIPMENT ORDERED BUT NOT USED

Orders cancelled by the shipper within 24 hours of the originally scheduled pickup time and not as a result of any fault on the part of the carrier will be charged to the shipper at the applicable rate calculated from point of dispatch to point of pickup and return to point of dispatch, as provided in this circular, or the applicable minimum charge for the equipment requested, whichever is the greater charge. This charge will be waived if the shipment is cancelled within 30 minutes from the time the shipment is tendered with the exception of shipments requiring pickup within 180 minutes from the time of original tender or for Government, Temp Control, Temp Validated or Flatbed loads.

Shipments that were booked online must be cancelled via telephone at 1.800.685.0657.

Item 330 - COLLECT ON DELIVERY

Carrier does not hold out to provide a collect on delivery service. Carrier's drivers are not authorized to accept bills of lading which require the consignee to pay the driver in cash or by check for the goods transported as a precondition of delivery. If a collect on delivery shipment is inadvertently accepted and delivered without obtaining payment or if payment is stopped on uncertified funds, shipper's sole recourse shall be to the consignee.

Item 335 - ADDITIONAL LICENSE, PERMIT FEES, AND INBOND PERMITS

Whenever any additional license or permits are required, such as but not limited to, foreign commerce or customs fees, the charges for same shall be added to the freight invoice.

Shipments moving under U.S. Customs Bond will be subject to a charge of \$275.00 for handling each shipment.

Item 340 - RECONSIGNMENT OR DIVERSION

A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

- (A) A request for reconsignment or diversion must be confirmed by a live representative and followed up in writing to confirm the request via email.
- (B) A reconsignment prior to movement of a shipment shall bear the rate that would otherwise have applied if the shipment was originally scheduled for movement to the final destination.
- (C) A diversion en route shall bear a charge of \$25.00 for each shipment reconsigned or diverted. Charges from origin to point of reconsignment or diversion shall be determined on the basis of the distance from origin to final destination via the reconsignment or diversion point.
- (D) If the shipment is returned to the origin point, the rate to be applied will be the applicable rate to the most distant point actually traveled in addition to the mileage rate from same back to point of origin.

Item 345 - STOP-OFFS

The following provisions govern shipments accorded additional stops in transit to partially load or unload, except as otherwise specifically provided.

- (A) Shipments received from one consignor at one point at one time and covered by one bill of lading, may be stopped in transit for partial loading and/or unloading only at points within the scope of carrier's operations or as otherwise agreed by carrier.
- (B) The party or parties authorized and designated by the shipper to accept or tender freight at a point or place of stop-off may be the same or other than the billed consignee.
- (C) The bill of lading shall designate the following:
 - (1) Stop-off point or points and places.
 - (2) The weight, quantities, markings, and description of articles to be loaded or unloaded.
 - (3) The name and address of the party authorized to tender freight or to accept freight for unloading at point of stop-off.
- (D) The driver of the vehicle shall obtain in writing a statement such as a notation on the freight bill or delivery receipt of the quantity and description of the portion of the shipment unloaded at each stop-off point or on the bill of lading.

(E) The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off may be permitted if agreed to with shipper and noted on the bill of lading.

(F) Freight charges on a shipment stopped to partially load or unload must be prepaid or guaranteed by the shipper. If not prepaid, the shipper must show on the bill of lading the name of one party from whom the entire freight charges, including the stop-off charges, shall be collected, which must be a party to whom a portion of the shipment is to be delivered.

(G) The rate that shipper shall pay for carrier's stop-off service shall be \$70.00 for each stop in transit.

(H) Transportation charges, other than the charges for the stop-off service shall be assessed at the rate applicable from point of origin to final destination.

Item 350 - EXPEDITED SERVICE/EXCLUSIVE USE

Carrier is not bound to transport property in any particular vehicle in time for any particular market other than to transport merchandise with reasonable dispatch. Carrier, or its' agents, are not responsible for any economic loss which might be incurred as a result of special or consequential damages due to delays or plant or line shutdown situations due to early, late or non-delivery.

Unless shipper makes arrangements for team drivers or special relays, shipper understands that truckload shipments will be transported from origin to destination by a single driver in accordance with the U.S. Department of Transportation hours of service requirements.

Item 360 - REPOSITIONING - EMPTY MILES AT SHIPPER'S CONVENIENCE

When carrier agrees to relocate revenue equipment at the request of consignor or consignee for shipper's or consignee's convenience, a charge of \$1.20 per mile plus the appropriate fuel surcharge outlined in section 370 herein will be billable to the consignor or consignee making the request. Empty miles will be calculated from empty equipment origin to point of equipment utilization based upon the applicable mileage guide. Carrier will notify shipper of the location of subject equipment prior to movement.

Item 365 - NORTHEAST SURCHARGE

For shipments originating at or destined to New York City, NY or Long Island, NY, (within 100-119 zip code parameters) a surcharge of \$200.00 shall apply.

Item 365a. - OVERWEIGHT/OVER DIM.

Over dimensional and overweight shipments which require permits will be subject to a surcharge of \$100.00 per state traveled in plus the cost of any special license or permit required.

Item 368 – TEMPERATURE CONTROLLED VALIDATION

When carrier is required to monitor the temperature of a shipment during transit and provide this information to the consignor or consignee or both, an additional charge of \$1.20 per mile will be assessed above the contracted rate and fuel surcharge outlined in section 370 herein. The request for Temperature Controlled Validation must be made at the time of quotation and/or order entry in order for validation to be provided. In the event that the request is made after the shipment is in transit, data is subject to availability.

Item 370 - FUEL SURCHARGE

All shipments transported under the provisions of this publication will be subject to a fuel surcharge as provided herein. The base fuel price will be established at \$1.16 per gallon. The weekly price issued each Monday by the Department of Energy's (DOE) U.S. National Average Diesel Fuel Index will be used to determine the fuel surcharge applicable for the next seven (7) days. Any adjustments in the fuel surcharge will become effective 12:01 AM, Eastern Standard Time, Tuesday and remain in effect through 12:00 Midnight on the following Monday. In the case of a holiday, fuel surcharge adjustments will become effective the following business day.

The computation of the charges provided in item 901 available upon written request shall be based on line haul charges. Multiply the net charge by the fuel surcharge percentage as provided in the fuel surcharge table. Should the National Diesel Fuel index exceed 336.0 cents, the surcharge will increase in increments of 0.059 cents and percent of surcharge will increase by 0.5%.

To request a copy of Item 901 Panther Fuel Surcharge Table email salesadminmedina@arcb.com or consult with your local sales representative.

Item 375 - EQUIPMENT DAMAGE CHARGES

Where a carrier's trailer equipment is spotted for the consignor's convenience at point of origin or for the consignee's convenience at point of destination, the consignor and consignee shall be responsible for the care and custody of said equipment while in their respective possession and shall return same, ordinary wear and tear accepted. Failure of the consignor, consignee, or their respective agents and spotting service to note trailer damage at time of tender shall be prima facie evidence that same was spotted in good condition. Consignor and/or consignee shall be liable for the repair cost to any trailer 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.

Item 380 - AFTER HOURS PICKUPS AND DELIVERIES BY SPECIAL REQUEST

Carrier will make pickups and deliveries on Saturdays, Sundays & holidays, by request for an additional charge. In addition, detention as otherwise provided herein shall apply between the time of arrival and loading or unloading and/or the time of subsequent dispatch.

Saturday Charge: \$100.00
Sunday/Holiday Charge: \$175.00

Holidays will include New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day.

Item 386 - LIABILITY FOR ACCESSORIAL CHARGES

Carrier reserves the right to bill and collect accessorial charges from the consignor or consignee which incurred those charges.

Item 387 - LOADING AND UNLOADING UPON ARRIVAL

In the absence of an agreement with respect to an appointed time of pickup or delivery, consignor shall load and consignee shall unload carrier's equipment within the allotted free time provided herein upon arrival if, during ordinary business days, as set forth herein. If carrier arrives outside of the appointed time of pickup or delivery as defined at the time of order entry and due to the fault of the carrier, free time begins at the commencement of the next business day or new re-appointed pick up or delivery time.

Item 389 - HAZARDOUS/RADIOACTIVE MATERIAL RATES

Hazardous or Radioactive materials will be charged at the applicable rate plus a surcharge of \$125.00, in addition to all other charges.

Item 390 - SERVICE CHARGE - MEXICO

Shipments which are destined to, or from, Mexico will be assessed an additional \$350 charge per shipment for border crossing.

Item 391 - SERVICE CHARGE-CANADA

Shipments which are destined to, or from, Canada will be assessed an additional charge per shipment for border crossing. Charges will be assessed on the basis of the vehicle size required or the vehicle size necessary to transport the shipment.

The following charges will be assessed in addition to all other applicable charges:

Cargo Van: \$100.00 per shipment

Straight Truck: \$125.00 per shipment
 Tractor-Trailers: \$150.00 per shipment

Item 392 - SERVICE CHARGE-ALASKA

Shipments which are destined to, or from, Alaska, will be assessed a \$2,000.00 charge per shipment. This charge will be assessed in addition to all other applicable charges.

Item 393 - SERVICE CHARGE-WEST COAST

Shipments which are destined to, or from, Intra-West Coast will be assessed an additional charge of \$200.00 per shipment. This charge will be assessed in addition to all other applicable charges. Intra West Coast is defined as:

Shipments with origin & destination within the following states and/or Canadian provinces:

- AB-Alberta (CA)
- AZ-Arizona
- BC-British Columbia (CA)
- CA-California
- CO-Colorado
- ID-Idaho
- MB-Manitoba
- MT-Montana
- NM-New Mexico
- NV-Nevada
- OR-Oregon
- SK-Saskatchewan (CA)
- UT-Utah
- WA-Washington
- WY-Wyoming

Item 394 - VEHICLE LIMITATION

If the shipper requests a vehicle that is not available, the carrier will provide a vehicle of equal or greater capacity. Charges will be assessed on the basis of the vehicle size utilized and not the vehicle size requested unless other arrangements are made between Panther and customer at time of order.

Item 396 - SECURITY & PROTECTION –GEO FENCING

A virtual perimeter, requested by the customer and provided by Panther Premium Logistics, for a real-world geographic route. Additional charge per mi is \$.15 with a \$250 Minimum.

Item 397 - GOVERNMENT SECURITY AND PROTECTION

The following security and protection measures apply to government contractor loads handling items of high value or requiring additional levels of security during transport. A \$200 additional charge will apply on all shipments where a TSA or TWIC driver are required.

Item 397a - CONSTANT SURVEILLANCE SERVICE

Constant Surveillance Service will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

- 1) Definition and Requirements - Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established on publication MFTRP No. 1C and reissues thereof. These definitions and requirements can be obtained by contacting Panther Premium Logistics – Government Department.
- 2) Annotation on the Bill of Lading - When Constant Surveillance Service (CIS) is required for a shipment, the shipper shall notify the carrier in advance of the requirement and annotate on the bill of lading: “Constant Surveillance Service (CIS) requested. Signature and Tally Record (DD Form 1907) furnished to carrier.”
- 3) Charges - In addition to all rates and charges for transportation, shipments for which CIS is provided by carrier at shipper’s request, will be subject to a charge of eighteen cents (\$0.18) per mile and a minimum charge of \$140.00 per shipment which includes constant and specific surveillance, and the maintenance of a signature and tally record.

Item 397b - DUAL DRIVER PROTECTIVE SERVICE

Dual Driver Protective Service will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

- 1) Definitions and Requirements - Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1C and reissues thereof. These definitions and requirements can be obtained by contacting Panther Expedited Services - Elite Services Division.
- 2) Annotation on the Bill of Lading - When Dual Driver Protective Service (DDP) is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading; “Dual Driver Protective Service (DDP) requested. Signature and Tally Record (DD Form 1907) furnished to carrier.”
- 3) Charges - In addition to all rates and charges for transportation, shipments for which DDP is provided by the carrier at the shipper’s request, will be subject to a charge of nineteen (\$0.19) per mile, subject to a minimum charge of \$140.00 per shipment.

Item 397c - MOTOR SURVEILLANCE SERVICE

Motor Surveillance Service will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

- 1) Definitions and Requirements - Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1C and reissues thereof. These definitions and requirements can be obtained by contacting Panther Premium Logistics – Government Department.

- 2) Annotation on the Bill of Lading - When Motor Surveillance Service is required on a shipment, the shipper shall notify the carrier in advance and annotate the bill of lading as follows: "Motor Surveillance Service (MVS/MNS) requested. Carrier to call 1-800-826-0794 (8 or 12) hours after shipment pickup and every (8 or 12) hours thereafter to provide shipment locations. Carrier to place final call upon delivery at destination."
- 3) Charges - (a) MVS (calls every 8 hour) is subject to a charge of eight cents (\$0.08) per mile, subject to a minimum charge of \$50.00 per shipment; (b) MNS (calls every 12 hours) is subject to a charge of five cents (\$0.05) per mile, subject to a minimum charge of \$50.00 per shipment.

Item 397d - PROTECTIVE SECURITY SERVICE

Carriers that have been cleared by the Defense Investigative Service and qualified by SDDC to transport SECRET shipments shall provide Protective Security Service upon request of shipper, subject to the following definition, requirements, and charges:

- 1) Definitions and Requirements. - Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1C and reissues thereof these definitions and requirements can be obtained by contacting Panther Premium Logistics – Government Department.
- 2) Annotation on the Bill of Lading - When Protective Security Service (PSS) is required for a DOD shipment, the shipper shall notify the carrier in advance and annotate the bill of lading as follows: "Protective Security Service (PSS) requested. Signature and Tally Record (DD Form 1907) furnished to carrier."
- 3) Charges. - In addition to all rates and charges for transportation, shipments for which PSS is provided by carrier at shipper's request, will be subject to a charge of seventy five cents (\$0.75) per mile per vehicle and a minimum charge of \$600.00 per shipment.

Item 397e - SECURITY ESCORT VEHICLE SERVICE

Carriers that have been cleared by the Defense Investigative Service and qualified by SDDC to transport SECRET shipments shall provide Security Escort Vehicle Service upon request of shipper, subject to the following definition, requirements, and charges:

- 1) Definitions and Requirements- Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1C and reissues thereof. These definitions and requirements can be obtained by contacting Premium Logistics – Government Department.
- 2) Annotation on the Bill of Lading - When Security Escort Vehicle Service (SEV) is required for a DOD shipment, the shipper shall notify the carrier in advance and annotate the bill of lading as follows: "Security Escort Vehicle Service (SEV) requested."

- 3) Charges - In addition to all rates and charges for transportation, shipments for which SEV is provided by carrier at shipper's request, will be subject to a charge of \$3.20 per mile per vehicle and a minimum charge of \$1500.00 per shipment.

Item 397f - SIGNATURE AND TALLY RECORD SERVICE

Signature and Tally Record Service will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

- 1) Definitions and Requirements- Definitions, requirements, performance and processes are handled consistent with and in accordance with the terms and conditions established in publication MFTRP No. 1C and reissues thereof. These definitions and requirements can be obtained by contacting Premium Logistics – Government Department.
- 2) Annotation on the Bill of Lading - When Signature and Tally Record Service is required on a shipment, the shipper shall notify the carrier in advance and annotate the bill of lading as follows: "Signature and Tally Record requested. DD Form 1907 provided by the shipper and furnished to carrier.

"Date _____ Signature _____ Title _____"

- 3) Charges - In addition to all rates and charges for transportation, shipments for which Signature and Tally is provided by carrier at shipper's request, will be subject to a charge of \$35.00 per shipment. A separate charge for Signature and Tally Record Service will be billed when a higher protective security service is charged which includes the requirement for Signature.

SECTION 4 - CLAIMS LIABILITY AND LIMITATIONS

Item 400 - LIMITATION OF CARRIER LIABILITY

Carrier will not be liable to the owner of property for loss or delay caused by (1) an act of default of the shipper, owner or consignee; (2) 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 (3) freezing or spoiling of any perishable goods or property or for natural shrinkage. Carrier shall 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 overage, shortage or damage to shipments transported.

Item 405 - PACKING OR PACKAGING – SHORTAGE

Carrier will not be responsible for shortage on shipments which 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. Carrier will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

Item 407 - PACKING AND MARKING REQUIREMENTS

Shipments must be so packed, braced, loaded and secured as to insure safe transportation with ordinary care in handling. Any articles susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels. Each piece must be legible and durably marked with the name and address of the shipper and consignee. Panther Premium Logistics shall not be held liable for any personal injuries a result of a shipment being improperly packed, braced, loaded and secured.

Item 410 - SPECIAL AND CONSEQUENTIAL DAMAGES

In addition to other limitations of liability contained herein, Carrier shall not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay or incurred or lost wages related to damage or delay.

Item 415 - RELEASED EVALUATION/SIMPLIFIED PRICING

Unless a greater value is declared in writing on the bill of lading and requested during dispatch, the carrier's cargo liability is limited to \$50,000.00 per shipment or \$0.50 per pound per article whichever is less. Carrier shall not be liable for more than the actual value of the shipment, should the value declared on the bill of lading exceed that actual value of the shipment's content.

Cargo liability for all loads tendered to Panther on a standard "air waybill" will be limited to \$0.50 per pound, per article.

Loss, damage and/or delay in the country of Mexico (and at the Mexican border) are further limited. Carrier will pay no more than the local Mexican law provides regardless of any representation or notation on a bill of lading or similar document.

All limitations of liability contained or incorporated herein in this item or this tariff apply to Carrier's agents and sub-contractors whether disclosed or not.

Item 417 - EXCESS LIABILITY

Shipper may declare a higher value to a maximum of \$1,000,000.00 per shipment in which case an additional charge of \$.65 cents per \$100.00 of declared value in excess of stated maximum amount in item 415 herein. In any case, in order to elect this alternative rate, Shipper must notify carrier at time of order the alternative rate requested on a recorded line and Shipper, if it uses its own bill of lading at origin, must note such higher declared value.

Item 420 - ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher release values than those indicated by contacting carrier Customer Service Representative. Any such alternative rate shall be reflected by the insertion of the higher release value and specially assigned identification number on the bill of lading at the time of pick-up.

Item 430 - SPOTTED EQUIPMENT

Carrier responsibility for cargo begins when Carrier picks up a shipment from the Shipper's dock, or in the case of spotted equipment when Carrier takes physical possession of the loaded trailer. Carrier'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.

Item 435 - ADDITIONAL LIABILITY LIMITS

In no event shall carrier's liability for cargo loss or damage exceed the maximum set forth in any through bill of lading or otherwise agreed to between the Shipper (or beneficial owner) and the party which retains carrier's services.

Item 440 - RELEASED EVALUATION/USED MACHINERY

Unless otherwise agreed in writing, all used commodities are released to a maximum evaluation of \$.10 (cents) per pound, per article.

Item 450 - NOTICE AND DISPOSITION OF PROPERTY

In the event of the failure or inability of the consignee to take delivery of the shipment, Carrier will notify shipper in writing at the address shown on the bill of lading and request disposition instructions. If the shipper fails to provide disposition instructions within 30 days after the date of Carrier's notice, Carrier will return the shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of the shipment thus returned, Carrier may, upon 30 days written notice to the shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Carrier in excess of such transportation charges will be paid to the shipper.

No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and the consignee shall remain liable, jointly and severally, for any deficiency.

SECTION 5 - CLAIMS PROCESSING AND SALVAGE**Item 500 - CARGO CLAIMS APPLICATION**

The provisions of this Circular are filed in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. 370 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.

Item 510 - FILING OF CLAIMS

- 1) Claims in writing are required within nine (9) months from the date of delivery or a reasonable time during which delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (b) of this Item with carrier 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 of carriage, and all rules circular provisions applicable thereto. Claims for concealed damages will be submitted to carrier within forty-eight (48) hours of delivery. Any suit to recover loss of damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- 2) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier 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 carrier and shipper.
- 3) 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 carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- 4) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as "\$100 more or less," carrier shall determine the condition of the baggage or 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 (b) above.

Item 520 - ACKNOWLEDGMENT OF CLAIMS

- 1) Carrier 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 carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier 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.
- 2) Carrier 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, carrier 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 carrier's written acknowledgment of receipt to the claimant.

Item 530 - INVESTIGATION OF CLAIMS

- 1) Prompt investigation is required. Each claim filed against carrier 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 carrier five (5) days to inspect any damaged shipment prior to dispensation.
- 2) 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, carrier 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.

- 3) Verification of loss. A prerequisite to the voluntary payment by carrier 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.

Item 540 - DISPOSITION OF CARGO CLAIMS

Carrier 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 carrier; 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, carrier 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 such advice to the claimant in its claim file thereon.

Upon payment of any loss, damage or delay claim, Carrier shall become subrogated to all rights and remedies of Shipper in respect to such claim, and Shipper agrees to cooperate with Carrier in pursuing in any subrogation rights or remedies that may be available to Carrier.

Item 550 - CLAIMS LOSS AND DAMAGE – SALVAGE

- 1) Whenever property transported by carrier 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, carrier, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest thereon. Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.
- 2) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
- 3) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Item 560 - DISPOSITION OF OVERAGE

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by carrier upon request in return for payment of carrier's applicable freight charges.

In the event consignor and consignee decline to accept overages and mitigate damages, carrier shall treat any overage as salvage and after notice shall sell same in accordance with the bill of lading contract and the terms of this circular. The proceeds of any such sale less carrier's freight and storage charges shall be remitted to the person or persons lawfully entitled to receive same.

Carrier shall not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

Item 570 - DISPOSITION OF CONTESTED CARGO CLAIMS

Unless the parties agree to voluntary alternative dispute resolution, disputed claims will be subject to 49 U.S.C. §14706 (the Carmack Amendment) subject to any applicable released evaluation. Claimant waives any right to setoff or offset of contested and unliquidated cargo claims against freight charges otherwise due to carrier as a precondition of service. Claimants agree to forfeiture of any contested claim asserted by it as a setoff after notice and demand for freight charges.

SECTION 6 - COLLECTION AND PAYMENT OF FREIGHT CHARGES**Item 610 - INVOICES**

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this circular.

Item 620 - COLLECTION AND PAYMENT OF CHARGES

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered.

Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them for a period of fifteen (15) days, or as otherwise agreed to with shipper in writing, excluding Sundays and legal holidays, from the presentation of the freight bill.

Item 625 – CREDIT CARD PAYMENTS

On business to business credit card payments, a two percent (2%) handling surcharge will be applicable on all service fees and charges. This rate is lower than our cost of acceptance, and it is applicable to all credit card brands. If you have any questions or need additional information, please contact 479-785-6440. The charges provided in this provision will not apply to household goods shipments.

Item 630 - PAYMENT WITHOUT OFFSET

Consignor and/or Consignee 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 Circular and following and neither consignor nor consignee shall deprive carrier of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due.

Item 640 - INTEREST AND FEES ON PAST DUE ACCOUNTS

You shall be responsible for paying Carrier for services arranged and/or performed. In furtherance of the foregoing, you agree to pay Carrier the rates and charges set forth or referenced in the applicable price quote, Booking Service Agreement and this Tariff as full and complete compensation for services to be performed, arranged and/or managed by Carrier under this Tariff. You shall be responsible for payment of any and all services not set forth in the applicable price quote or Booking Service Agreement which you request Carrier to perform or to have arranged or managed for you or which are incurred by Carrier because of incorrect or insufficient information provided to Carrier. Carrier shall send invoices to you and you shall pay Carrier within fifteen (15) days from the invoice date. Rates and charges that are not paid within fifteen days from the invoice date (or other credit period, if applicable) and for which Carrier acquires the use of an outside collection agency and/or attorney to effect collections will be subject to a collections handling fee of thirty percent (30%) of the unpaid amount. If the payor of the freight charges is unable or unwilling to pay for the service, the charges will be assessed against the party requesting services.

All rates, charges or other amounts are stated and payable in United States currency unless otherwise stated on the Carrier invoice. All amounts and charges contained herein, or in any other Carrier documentation relating to the terms and conditions of its services, are denominated in United States dollars unless otherwise stated.

A \$25.00 special handling fee will be charged for any check, electronic fund transfer or credit card payment that is not honored for any reason.

You and any other party liable for payment, is responsible for all reasonable costs incurred by Carrier in obtaining or attempting to obtain payment for our services. Such costs include but are not limited to attorneys' fees, collection agency fees, interests and court costs.

REGARDLESS OF ANY PAYMENT INSTRUCTIONS GIVEN TO CARRIER, THE CONSIGNOR IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR AND AGREES TO PAY ALL CHARGES AND FEES IF THE CONSIGNEE OR THIRD PARTY FAILS OR REFUSES TO PAY.

Carrier may amend or adjust the original quoted or booking amount or issue an additional billing if the original quoted amount was based upon incorrect information provided by, or additional services were requested by, the customer or shipper, or if any additional services were required to complete the shipment.

Consignor and/or consignee shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for commodity loss or damage shall be governed by the Terms and neither consignor nor consignee shall unilaterally deduct claims from payment to Carrier of freight charges due.

Item 650 - THIRD PARTY BILLING

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier 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 consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment 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 nonrecourse provision of the bill of lading.

Item 660 - PRIORITY OF FREIGHT CHARGE OBLIGATION

When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for freight charges inclusive of carrier's rates, the following rules shall apply:

- 1) The intermediary will segregate money due owing to carrier from other accounts.
- 2) Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
- 3) When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.

- 4) When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R. §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
- 5) In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Item 665 - ADDITIONAL INCURRED COSTS

If a customer's requirements results in additional costs for PANTHER PREMIUM LOGISTICS, the billed customer shall be invoiced at 130% of any and all of these costs and/or any associated costs.

Item 670 - LIEN FOR FREIGHT CHARGES

Carrier shall have a possessory lien on shipments in its dominion and control for the payment of freight charges past and present.

All charges are assessed in U. S. Dollars and must be paid in U. S. Currency.

Item 680 - ASSUMPTION OF JOINT AND SEVERAL LIABILITY BY SHIPPER AND CONSIGNEE

- 1) In consideration for transportation services performed by PANTHER PREMIUM LOGISTICS, for the mutual benefit of the shipper and consignee under the terms of this tariff, both shipper and consignee shall assume joint and several liability for all freight charges accrued with regard to such transportation. In the event that freight bills are not paid by either the shipper or the consignee, PANTHER PREMIUM LOGISTICS, may seek payment for such charges from either party or both parties. Shipper and consignee shall have express notice of the existence of such joint and several liability through the service of a copy of this tariff upon duly authorized representatives of the shipper and consignee.
- 2) PANTHER PREMIUM LOGISTICS, hereby will not accept any shipment in which Section 7, conditions of the Bill of Lading, has been signed. If the carrier or any agent for the carrier inadvertently accepts a shipment with the Bill of Lading, signed Section 7, the carrier denies the Section 7, and will refer to Paragraph 1 herein and will exercise all recourse of the assumption of joint and several liability by shipper and consignee. Likewise, if Carrier or any agent of Carrier inadvertently accepts a shipment where the Bill of Lading is marked as a third-party billing shipment, the Carrier rejects the notation, and will refer to Paragraph 1 herein and exercise all recourse of the assumption of joint and several liability by shipper and consignee.