
Tariff No. GL-100

GRAMMER LOGISTICS, INC. (“Carrier”)

RULES / ACCESSORIALS TARIFF

BULK TRANSPORTATION SERVICE

**RULES, REGULATIONS AND CLAIMS PROCEDURES
FOR MOTOR CARRIER SERVICES**

BETWEEN

POINTS IN NORTH AMERICA (EXCEPT MEXICO)

ALL FEES, SUMS & VALUATIONS STATED IN U.S. DOLLARS

EFFECTIVE January 1, 2022

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Item 10: APPLICATION OF TARIFF AND BILL OF LADING

The provisions of this Tariff, as amended, shall apply to services provided by Carrier in interstate, intrastate and/or foreign commerce between points in North America, except that the provisions of this Tariff shall not apply to any services or transportation provided in Mexico and in no event will Shipper tender to Carrier any cargo moving to, from or within Mexico. Application of this Tariff may be waived only if such waiver is express and contained in a written agreement signed by an authorized representative of Customer and an officer of Carrier. For purposes of this Tariff, the term "Customer" shall mean any entity responsible for requesting that Carrier provide services governed by this Tariff, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.

Unless expressly disclaimed by a written agreement signed by Carrier and Customer, this Tariff shall apply to all services provided by Carrier that are otherwise within the scope of this Tariff (including services performed pursuant to a short form rate confirmation or "spot" move agreement which such agreement does not specifically disclaim the provisions of this Tariff) and the terms and conditions of Carrier's standard bill of lading shall apply notwithstanding the use of any other bill of lading or shipping document. Unless expressly disclaimed, only conflicting terms in a written contract signed by both Customer and Carrier will take precedence and this Tariff will then be treated as supplemental. To the extent applicable, and allowable by law, those provisions of the Interstate Commerce Act which are inconsistent with this Tariff are expressly waived. If there is a conflict between the terms and conditions of this Tariff and the terms and conditions on any air bill, manifest, label, bill of lading, or other transit documentation, the terms and conditions of this Tariff, as amended, modified, changed, or supplemented, will control.

Carrier shall have sole discretion as to whether to accept or reject any request for services by Customer and shall have no liability arising from or related to any refusal to provide services.

Item 20: MILEAGE

Mileage shall be calculated using the version of Carrier's mileage guide in-effect on the date of pick-up, which is currently PCMiler. Carrier shall have sole discretion in determining the routing of any shipment and is under no obligation to select the shortest possible route. Customer shall be responsible for mileage based on the route actually taken.

Item 30: NOTICE AND AMENDMENTS

Upon written request, Carrier will provide a Customer with copies of all applicable rules and rates. Carrier may revise this Tariff within its sole discretion and the revised Tariff will apply to any movements of cargo initiated by Carrier during the effective period of the respective version of this Tariff.

Item 100: RATES AND SCHEDULES

- a) Rates and schedules may be published in rate catalogues or sheets, on a shipper specific basis or pursuant to a spot market rate quotation. Rates and service quotations are good faith estimates based upon information provided to Carrier, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of this Tariff.
- b) All rates are based on solo transit times unless otherwise noted. If team service is requested or required to legally meet delivery windows, a \$2.00 per mile additional charge will apply.

Item 110: PAYMENT

Absent a written waiver by Carrier or contractual specification to the contrary, all freight transportation and related charges are due and payable in full and without offset within thirty (30) days of delivery of shipment, or in the event of a cancelled move, within thirty (30) days of the date of the scheduled delivery. In addition to any other party that may be responsible for payment (e.g., the shipper, Customer, or a third-party "bill-to" payor, etc.), both the consignor and the consignee are liable for Carrier's charges unless, with respect to a previously noticed and agreed in writing prior to pick up "collect" shipment, and liability for charges is expressly disclaimed by the consignor on the face of the bill of lading in the space indicated for such disclaimer, if any.

Item 120: DELINQUENT ACCOUNTS

Payments received more than 60 days after the date of Carrier's bill will be assessed a late payment fee equal to 5% of the total freight bill for each 60-day period or portion thereof, from the date of the Carrier's freight bill until the date the payment is received, in addition to all other charges. In any action to recover unpaid freight bills from delinquent accounts, carrier shall be entitled to interest, reimbursement for reasonable attorney's fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

Item 140: LIEN RIGHTS

CARRIER SHALL HAVE A POSSESSORY LIEN ON SHIPMENTS AND ANY PROCEEDS THEREFROM IN ITS DOMINION AND CONTROL FOR THE PAYMENT OF ANY AMOUNTS DUE AND OWING TO CARRIER. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CARRIER WILL HAVE A GENERAL LIEN ON ANY GOODS THAT HAVE COME OR WILL COME INTO ITS POSSESSION, AND ON ANY PROCEEDS THEREOF, FOR ANY AND ALL AMOUNTS DUE AND OWING TO CARRIER REGARDLESS OF WHETHER THOSE CHARGES RELATED TO THE GOODS OR PROCEEDS AGAINST WHICH THE GENERAL LIEN IS ENFORCED.

Item 150: MINIMUM CHARGE

Except as otherwise provided, rates are subject to a minimum charge of \$650.

Item 160: QUOTES

Quotes are for informational purposes only. The correct and applicable rates and charges for a shipment shall be those rates and charges published in this tariff, contract rate schedule or spot rate form in effect of the date shipment, plus any and all other amounts due and owing pursuant to this Tariff.

Item 200: APPLICATION OF ACCESSORIAL CHARGES

In addition to line haul or base transportation rates, unless otherwise agreed in writing, the accessorial charges and fees set forth herein or otherwise agreed upon by Carrier and Customer shall govern.

Grammer Logistics Accessorial Tariff		
Item Name	Charge	Tariff Terms
Advanced Loading/Pre-Load/Prior Day Pick Up	\$350	Per shipment, that is loaded in advance at the request of customer plus applicable fuel surcharge. Trailer storage rates apply. Plus \$3.00/traveled mile
Air compressor/Pump	\$75	Per occurrence, if ordered, regardless of whether it is used or not
Acid Sunday Charge	\$130	Per load
Blind Shipment	\$100	Per shipment
Border Crossing	\$250	Per load, applicable on cross-border trips to Canada or Mexico.
Cancellation Charge (TONU/VONU) Truck Order Not Used or Vehicle	\$500	Per load plus detention charges if applicable within 24 hours prior to dispatch. If driver has been dispatched \$3.00/mile apply.
Detention	\$120	per hour, after 2 hr free loading and unloading, \$30 per quarter
Drumming Service	\$100	
Dry Break Fitting	\$200	
Flare Cost	\$200	per load, plus applicable out of route mileage, fuel surcharge, and detention charges.
Fuel Surcharge		Billed per standard table unless otherwise noted
Heel Disposal (hazardous)	\$22 HAZ \$14 NonHAZ	Per gallon plus applicable out-of-route miles, FSC, and detention time.
Holiday Charge	\$500	Per load
Hose Charge	\$30	\$30/20' section in excess of 40'
Interplant/Special Services	\$125.00	Per hour w/8 hour minimum + 3.00/mile and FSC
Insurance Surcharge	2%	Of linehaul per shipment
In Transit Heat/Heat Exchanger	\$150.00	Per shipment
Kosher Charge	\$325.00	
Layover (Weekday)	\$600	Per day between 5:00 pm and 8:00 am Monday-Friday
Layover (Weekend)	\$1000	Per day for trucks held over from Friday until Monday morning
Nitrogen Blanket	\$200	
No Hold Load Fee	\$150	Per load
Out of Route Miles/Deadhead	\$3.50	Per mile
Passivation Charge	\$500	At customer's request
Reconsignment or Diversion	\$150	+ 3.00/mile and FSC
Redelivery Fee		100% of linehaul + applicable fuel surcharge
Rejected Load/Returned Load	75%	Of original LH rate + FSC (other accessorial charges depending on circumstances)
Repositioning of Equipment	\$3.50	Per mile (\$600 min) plus applicable fuel surcharge
Rush Fee	\$250	Orders received after 12:00 pm for same-day pickup or delivery
Split load (same location)	\$75	Per stop
Steam Heating Service	\$35	\$35 per each 15 minutes
Stop Offs	\$150	Per stop plus
Team Drivers (@customer request)		25% of linehaul
Tolls	Actual	To be billed as a separate line item on invoice as actual round trip
Trailer Inspection Required	\$225	Customer requires an inspection prior to loading
Trailer Storage	\$250	Per day \$3.00 per mile for trailer retrieval with \$500 minimum Unplanned

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Weekend Loading	\$150	Per load
Weighing/Scale Charge	Actual	When scaling is required, it is billed as a separate line item on the invoice as actual with receipt plus applicable out-of-route miles, fuel surcharge, and detention charges.
Trailer Wash	\$60 \$425 \$350 \$300 \$275 \$575 \$250 \$1200 \$1200 \$200 \$200	Wash Type Hand Labor per 1/2 hr Acrylate Wash Boosted Caustic Wash (Latex) Caustic Wash Detergent Wash Polymer Clean (Latex) Water, Flush and Steam MDI Wash TDI Wash MDI Prep TDI Prep

Item 210: LOADING AND UNLOADING

- a) Carrier will provide “pick-up” at origin, which shall mean collecting freight from a loading site, platform, doorway, or shipping room directly accessible to a highway vehicle. Carrier will likewise “deliver” at destination, which shall mean transporting freight to a platform, doorway, or shipping room directly accessible to a highway vehicle.

Item 215: PROOF OF DELIVERY

When Carrier is requested to provide a hard copy of the Bill of Lading to accompany each freight bill, a fee of \$15 per copy of Bill of Lading will be charged. In order to avoid the P.O.D. fee, shipper may access Carrier’s web site (www.grammerlogistics.com) to retrieve the necessary documents free of charge and/or request email billing and receive P.O.D.'s are "no charge."

Item 230: FUEL SURCHARGE

Absent Carrier’s written waiver, a fuel surcharge shall be applied. The calculated fuel cost is determined using the U.S. Department of Energy’s Energy Information Administration U.S. National Average On-Highway diesel fuel price published each week.

Adjustments, if any, in surcharges will be made effective for shipments picked up the calendar day following the calendar day of publication of each week’s price. The surcharge shall be applied and utilize the criteria established herein regardless of whether shipments are entirely within the U.S., involve the U.S. and Canada, or entirely within Canada. Carrier reserves the right to implement an extended surcharge.

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Start Range	End Range	FSC %	Start Range	End Range	FSC %	Start Range	End Range	FSC %
252.1	256	17.5%	352.1	356	30%	452.1	456	42.5%
256.1	260	18%	356.1	360	30.5%	456.1	460	43%
260.1	264	18.5%	360.1	364	31%	460.1	464	43.5%
264.1	268	19%	364.1	368	31.5%	464.1	468	44%
268.1	272	19.5%	368.1	372	32%	468.1	472	44.5%
272.1	276	20%	372.1	376	32.5%	472.1	476	45%
276.1	280	20.5%	376.1	380	33%	476.1	480	45.5%
280.1	284	21%	380.1	384	33.5%	480.1	484	46%
284.1	288	21.5%	384.1	388	34%	484.1	488	46.5%
288.1	292	22%	388.1	392	34.5%	488.1	492	47%
292.1	296	22.5%	392.1	396	35%	492.1	496	47.5%
296.1	300	23%	396.1	400	35.5%	496.1	500	48%
300.1	304	23.5%	400.1	404	36%	500.1	504	48.5%
304.1	308	24%	404.1	408	36.5%	504.1	508	49%
308.1	312	24.5%	408.1	412	37%	508.1	512	49.5%
312.1	316	25%	412.1	416	37.5%	512.1	516	50%
316.1	320	25.5%	416.1	420	38%	516.1	520	50.5%
320.1	324	26%	420.1	424	38.5%	520.1	524	51%
324.1	328	26.5%	424.1	428	39%	524.1	528	51.5%
328.1	332	27%	428.1	432	39.5%	528.1	532	52%
332.1	336	27.5%	432.1	436	40%	532.1	536	52.5%
336.1	340	28%	436.1	440	40.5%	536.1	540	53%
340.1	344	28.5%	440.1	444	41%	540.1	544	53.5%
344.1	348	29%	444.1	448	41.5%	544.1	548	54%
348.1	352	29.5%	448.1	452	42%	548.1	552	54.5%

Start Range	End Range	FSC %
552.1	556	55%
556.1	560	55.5%
560.1	564	56%
564.1	568	56.5%
568.1	572	57%
572.1	576	57.5%
576.1	580	58%
580.1	584	58.5%
584.1	588	59%

Start Range	End Range	FSC %
652.1	656	67.5%
656.1	660	68%
660.1	664	68.5%
664.1	668	69%
668.1	672	69.5%
672.1	676	70%
676.1	680	71%
680.1	684	71.0%
684.1	688	72%

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588.1	592	59.5%	688.1	692	72%
592.1	596	60%	692.1	696	72.5%
596.1	600	60.5%	696.1	700	73%
600.1	604	61%	700.1	704	74%
604.1	608	61.5%	704.1	708	74.0%
608.1	612	62%	708.1	712	75%
612.1	616	62.5%	712.1	716	75%
616.1	620	63%	716.1	720	75.5%
620.1	624	63.5%	720.1	724	76%
624.1	628	64%	724.1	728	77%
628.1	632	64.5%	728.1	732	77.0%
632.1	636	65%	732.1	736	78%
636.1	640	65.5%	736.1	740	78%
640.1	644	66%	740.1	744	78.5%
644.1	648	66.5%	744.1	748	79%
648.1	652	67%	748.1	752	80%

Item 300: CARRIER LIABILITY AND RELEASED VALUE

- a) Carrier’s liability for loss, damage, or destruction to cargo transported, including due to unreasonable delay, shall be that of a motor carrier as set forth in the Carmack Amendment currently codified at 49 U.S.C. § 14706 (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate, exempt commodities, or involves foreign commerce. The period of Carrier’s liability shall commence at the later of the time that cargo is loaded onto the transporting trailer or, if such loading occurs at any time while such trailer is not coupled to a power unit operated by Carrier, then upon coupling of a power unit operated by Carrier to the trailer. The period of Carrier’s liability shall terminate once Carrier has made the trailer available for unloading at the consignee’s location. Carrier’s sole liability with respect to delay in pick-up or transportation shall be if Carrier fails to deliver with reasonable dispatch and such failure results in loss, damage or destruction to cargo being transported. Unless a higher value is declared by Customer in accordance with the provisions herein and the additional charges applicable to such declaration have been paid, Carrier’s liability for loss, damage, or destruction as to any cargo shall not exceed the lesser of the cost to repair or replace lost, damaged, or destroyed cargo, or \$100,000 per trailer or conveyance.
- b) Declaring values in excess of \$100,000.
 - i. Carrier must be notified in writing at the time it agrees to transport cargo that a value in excess of \$100,000 (but in any event, not exceeding \$250,000) will be declared, and the amount that will be declared. The released value shall be valid (meaning Carrier’s \$100,000 limitation of liability shall apply) unless Carrier has agreed in writing signed by an authorized representative to accept the cargo at the declared value. In order request such additional liability, the Customer must contact Carrier and make such request. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation sheet acknowledging Carrier’s acceptance of increased liability and reflecting additional charges as set forth below. Carrier’s driver is not an authorized representative of Carrier for purposes of this provision,

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- meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring value.
- ii. The declared value must be clearly stated as such on the face of the bill of lading.
 - iii. A charge of \$100 per \$1000 of declared value in excess of \$100,000, in addition to all other charges, shall be assessed.
 - iv. Declared values in excess of \$250,000 shall not be accepted, and in the event Customer attempts to declare a value in excess of \$250,000 per trailer or conveyance, Carrier's liability shall continue to be limited to \$100,000 per trailer or conveyance.
- c) In no event shall Carrier's liability exceed the lesser of the actual value of the cargo or the declared value.
- d) All transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier.
- e) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the shipper.
- f) Carrier shall have the full benefit of the limitations on the amount of Carrier's liability for cargo loss, damage or destruction as set forth herein unless the Carrier has converted the cargo to its own use, or, through its intentionally wrongful conduct, has destroyed the cargo.
- g) If for any reason, Carrier is unable to make delivery, including, but not limited to, the consignee's failure to accept, Carrier may deposit the cargo with a public warehouse for the account of Customer or at a facility of Carrier. Upon deposit with a third-party, Carrier's responsibility for the cargo shall terminate. Upon deposit at one of Carrier's own facilities, Carrier's liability shall become that of a warehouseman under the Uniform Commercial Code, in which event, all limitations to and exclusions from Carrier's liability for loss, damage or destruction shall apply, but Carrier shall only be liable if loss, damage, or destruction is due to its failure to exercise reasonable care with respect to the cargo.
- h) Carrier's sole liability, and Customer's sole recovery, with respect to cargo loss, damage or delay will be as set forth in this Item and in no event will Carrier be liable under any other theory of law, nor to any party other than the actual beneficial owner of cargo, or its direct assignee, with respect to any claim arising from or related to loss or damage to cargo or delay. If Customer is not the beneficial cargo owner, then Customer warrants and represents that it is authorized to bind the beneficial cargo owner to this provision. In no event will the concept of deviation apply to services provided hereunder. Carrier will not be liable for cargo loss, damage or delay occurring or arising in Mexico and if it is unclear whether such a claim arose in Mexico there will be a rebuttable presumption that loss, damage or delay arose in Mexico unless rebutted by Customer by clear and convincing evidence.

Item 310: FILING OF CARGO CLAIMS

- a) Claims in writing required. Claims for loss, damage, injury, or delay to cargo must be filed in writing, as provided in subparagraph (b) below, and shall be documented and processed in accord with 49 C.F.R. §370..
- b) Minimum filing requirements. A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date delivery should have been made: (1)

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containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

- c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents will not be considered by Carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- d) Institution of Suits. Suit for loss, damage, injury or delay shall be instituted against Carrier no later than two years and one day from the day when written notice is given by the Carrier to the claimant that Carrier has disallowed all or any part of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.

Item 320: MITIGATION

Both Consignor and Consignee have the duty to mitigate damages in case of cargo loss, damage or delay, which includes the duty to accept and salvage. The standard shall be the “practically worthless” test, so that only if the cargo is practically worthless for the intended use are the Consignor and/or Consignee absolved from the duty to accept and mitigate. If Consignor and/or Consignee fail to accept salvageable cargo they shall be considered to have abandoned it and shall only be entitled to whatever salvage value the Carrier or others can collect .

Item 350: PROCESSING OF SALVAGE

Carrier, after giving due notice whenever 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, may undertake to sell or dispose of such property directly or by the employment of a salvage agent.

Item 390: LIABILITY FOR LOSS OR DAMAGE OF EQUIPMENT

The Customer, Consignor or Consignee is responsible for any loss or damage to equipment (trailer, chassis, container) while in their possession or proximately caused by Customer, Consignor or Consignee’s acts, including by not limited to improper packaging, loading, bracing, securing or positioning of the freight. Payment for such loss or damage will be the greater of the replacement cost or actual cash value at the time the equipment is damaged or lost. Customer, Consignor or Consignee shall indemnify Carrier and hold Carrier harmless for any and all actions resulting from such losses and any resultant action by the owner, lessor, or other party with a legal interest in the equipment.

Item 400: CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT

- a) “Overcharge” means an overcharge as defined in Section 49 U.S.C. § 14704(b) or any other charge imposed that is in excess of agreed upon and otherwise applicable rates. It also includes duplicate payments and unidentified payments as hereinafter defined when a dispute exists between the parties concerning such charges.
- b) “Duplicate payment” means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.

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- c) "Unidentified payment" means a payment which a carrier has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
- d) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.
- e) "Undercharge" means charges for transportation services which are less than those applicable thereto.

Item 410: FILING, DOCUMENTING, AND PROCESSING CLAIMS

Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data in the possession of the claimant which substantiates the basis for the claim. Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by applicable payment information.

If Carrier invoices the shipper, receiver or its authorized agent for charges for transportation services which are less than those applicable to such services, Carrier shall file an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Carrier shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Carrier's claim.

Item 500: LIABILITIES NOT ASSUMED

IN NO EVENT WILL CARRIER BE LIABLE FOR ANY ACTS OR OMISSIONS OF ANY THIRD PARTY OTHER THAN ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS THAT HAVE LEASED EQUIPMENT WITH DRIVER SERVICES TO CARRIER PURSUANT TO A LEASE AGREEMENT ENTERED INTO PURSUANT TO 49 C.F.R. PART 376.

CARRIER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO ITS SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGES DUE TO BUSINESS INTERRUPTION, REGARDLESS OF WHETHER CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

IN NO EVENT WILL CARRIER HAVE ANY RESPONSIBILITY FOR, AND CUSTOMER WILL DEFEND, INDEMNIFY, AND HOLD CARRIER HARMLESS FROM, AND WILL PAY AND REIMBURSE, ANY CHARGES IMPOSED BY THIRD PARTIES WITH RESPECT TO USE OF EQUIPMENT IN WHICH CARGO TENDERED BY OR ON BEHALF OF CUSTOMER IS OR HAS BEEN LADEN, OR FOR CHARGES ASSESSED WITH RESPECT TO STORAGE OR HANDLING OF ANY SUCH EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, CHARGES ASSESSED BY STEAMSHIP LINES, RAIL CARRIERS, RAIL TERMINAL OPERATORS OR MARINE TERMINAL OPERATORS.

Item 520: FORCE MAJEURE EVENTS

Carrier shall not be liable for any failure to perform, including failure to timely perform, services under this tariff where such failure is wholly or partially due to an Act of God, War, Fire, Weather, Explosion, Riot, Civil

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Commotion, Act of Terrorism, Restriction by Government or other Authority, shutdown, epidemic, pandemic, Strikes, Lock Outs, Failure of Suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control, or which could not be reasonably anticipated by Carrier.

Item 540: IMPRACTICABLE OPERATIONS

Nothing in this tariff shall be construed as making it binding upon Carrier to accept freight from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this Tariff, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, Carrier reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.

Item 560: WARRANTIES

Customer warrants and represents that all information provided to Carrier is accurate, complete and sufficient to allow Carrier to perform requested transportation in accordance with all applicable laws, rules and regulations. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD CARRIER HARMLESS FROM AND AGAINST ALL LOSS, COST, PENALTY AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH CARRIER PAYS OR INCURS AS A RESULT OF CUSTOMER FAILING TO FULLY DISCHARGE THESE OBLIGATIONS, CARRIER'S RELIANCE ON INFORMATION PROVIDED, OR CUSTOMER OTHERWISE FAILING TO COMPLY WITH THE PROVISIONS OF THIS TARIFF.

CARRIER MAKES NO WARRANTIES, IMPLIED OR OTHER, FOR ANY TRANSPORTATION AND/OR RELATED SERVICES PROVIDED.

Item 570: NON-WAIVER

Failure by Carrier to apply or enforce the provisions of its Tariff(s), service guides, standard operating procedures, terms and conditions, or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided.

Item 580: PACKAGING, MARKING AND PAPERWORK

The "shipper," not Carrier, is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

Item 590 DESCRIPTION OF FREIGHT

Customer, Consignor or Shipper shall accurately declare and describe the commodities shipped pursuant to the National Motor Freight Classification ("NMFC") descriptions or Item numbers. If it is determined that the articles shipped or stored are not those described in the bill of lading, warehouse receipt, shipping order or other shipping or storage document, the freight and all other charges must be paid on the basis of the commodities or articles actually

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shipped. An administrative fee may, at Carriers discretion, be assessed against Customer, or other party for each mis-declared shipment as follows:

First instance	\$25.00	Fourth instance	\$200.00
Second instance	\$50.00	Fifth instance	\$400.00
Third instance	\$100.00	Sixth instance+	\$800.00

Additionally, Carrier shall have no liability in the event of loss of or damage to materially misdeclared or misdescribed freight regardless of Carrier's actual negligence.

Item 600: HAZARDOUS MATERIALS

NOTE: The bill of lading and shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to Carrier. Customer must provide the carrier with the proper shipping names, hazardous class and the proper "UN" classification. Carrier and Customer shall operate in conformity with all applicable regulations contained in Title 49, CFR, Parts 100 to 180 insofar as they pertain to the preparation and transportation of Hazardous Materials. Customer will be responsible for the proper packaging, marking, and related paperwork, including Material Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Customer will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the occurrence of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by Carrier, as a result of its failure to comply with any of the foregoing and/or those as required of a Customer by law. Further, Customer shall assume all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing. Customer will indemnify, defend, and hold Carrier harmless from any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fess, and related expenses, related to noncompliance with the obligations set forth herein.

Item 620: RECONSIGNMENT OR DIVERSION

Shipments may be diverted or re-consigned upon instructions from Customer, and Carrier's applicable prevailing Tariff mileage rates from point of original destination to reconsignment destination will be applied and added to the original shipment mileage charges. Administrative fee?

Item 640: RETURN, REJECTED AND DAMAGED SHIPMENTS

On shipments or portions thereof which are returned (refused) or rejected, or with respect to shipments which Carrier is unable to deliver due to circumstances beyond Carrier's control, Carrier will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin. The rate of the return movement of such shipments shall be the same as the outbound movement in effect on the date of return. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

Item 670: STORAGE RIGHTS

On refused, rejected or other shipments where Carrier is unable to deliver a shipment or part of a shipment to its intended final destination, Carrier's liability as a warehouseman shall begin immediately upon refusal or rejection and Carrier shall be entitled to recover any and all costs in any way associated with the storage of any cargo. At its sole option, Carrier may deposit the cargo in a public warehouse or storage facility under the consignee's, and/or shipper's name so that storage fees do not accrue against Carrier.

Carrier liability for loss or damage to cargo is eliminated once cargo is deposited.

Item 710: SUBCONTRACTING RIGHTS

When necessary to honor service commitments, Carrier may, at its sole discretion, utilize the services of other carrier's or modes of transportation.

Item 720: VEHICLE USED TO TRANSPORT CUSTOMER TRAILER

All such moves are considered to be round-trip moves, even if the Customer trailer is only transported one-way. As Carrier is requested or required to provide power to transport a Customer trailer.

Item 800: DISPUTE RESOLUTION AND GOVERNING LAW

Except to the extent preempted by federal law, this Tariff, and any disputes arising therefrom, shall be interpreted and governed by the laws of the state of Indiana. Any legal proceeding filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction serving Bartholomew County, Indiana. Carrier and Customer hereby consent to the exclusive jurisdiction of such courts in the resolution of disputes arising from or related to services Carrier's services. Carrier and Customer waive any defenses to personal jurisdiction of, or venue in, such courts.

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