

NETWORK FOB, INC.
FF-1941

RULES, REGULATIONS AND ACCESSORIAL
CHARGES PERTAINING TO TRANSPORTATION
AND SPECIAL SERVICES

Tariff NFOB 100-C
Cancels NFOB 100-B

Effective July 16, 2007

Issued by
Timothy G. Taylor
President
Network FOB, Inc.
2980 Commers Dr., Ste. 850, Eagan, MN 55121

Item 100
APPLICATION OF TARIFF

Rates and provisions named in this tariff or as amended, are limited in their application to interstate commerce to the extent of the operating rights under FF1941 granted to the carrier by the Federal Motor Carrier Safety Administration, or its predecessors. Unless otherwise and specifically provided in a written contract between the carrier and the shipper, this tariff supersedes and negates any claimed, alleged or asserted oral contract, promise, representation or understanding, or conflicting terms and/or conditions of carriage imposed by the Shipper and/or Consignee, unless agreed to in a writing signed by both parties.

Item 150
GOVERNING PUBLICATIONS

- A. This tariff shall be governed by the following tariffs and by their supplements or successive issues, except as otherwise provided by written agreement between the carrier and the shipper:
1. Rand Mc Nally Mileage Program
 2. Carriage Rates Truckload Shipments, General Commodity NFOB 501
 3. Carriage Rates, Truckload Shipments, Refrigerated NFOB 502
 4. Carriage Rates, Truckload Shipments, Open Deck NFOB 503
 5. Carriage Rates, LTL Shipments, General Commodity NFOB 504
 6. Carriage Rates, Truckload Shipments, Special Handling NFOB 505
 7. Carriage Rates, LTL Shipments, Special Handling NFOB 506
- B. Regardless of the Bill of Lading on which the shipment is tendered, all movements shall be subject to the terms and conditions set forth under the Uniform Straight Bill of Lading, except as specifically provided herein or by written agreement between the carrier and the shipper.
- C. In the event any term or condition noted in either the Uniform Straight Bill of Lading is in conflict with the terms and conditions herein, the terms and conditions of this tariff shall apply.
- D. Distances and mileage are governed by the Rand McNally Mileage Program. The classification used to calculate miles shall be "Shortest". When the shortest highway route between points, as herein provided, is not traversable because of weight or other reasonable restrictions, the rate making distance shall be computed over the next shortest route, not so restricted, from origin to destination.

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Item 200
DEFINITIONS

The following definitions shall apply to terms and phrases used in this tariff:

1. The term “shipper” shall mean the party named in the bill of lading as the person from whom the goods have been received for shipment. The terms “shipper” and “consignor” are used interchangeably.
2. The term “customer” shall mean a party that is recognized as either the shipper, consignor, the bill-to or the consignee.
3. The term “bill-to” shall be the party whom the shipper has requested be billed for transportation and accessorial services.
4. The term “Truckload shipment” shall mean a lot of freight, capable of fitting safely and reasonably into a 48’ trailer, and which shall have dedicated use of the trailer.
5. The term “LTL shipment” shall mean a lot of freight, which shall not have dedicated use of a trailer.
6. The term “General commodity” shall mean a commodity that requires protection from rain or snow, or other precipitation, but does not require that the temperature be maintained within any particular range.
7. The term “Refrigerated” shall mean a commodity that is requires it be maintained at an ambient temperature within a specific range, per the bill of lading.
8. The term “Open Deck” shall mean the shipment requires a trailer without walls, and/or a roof.
9. The term “Special” shall mean the commodity requires one or more of the following services: blanket wrapping, carrier provided padding, straps, loading assistance, inside pickup/delivery, off-road pickup/delivery, driving escort, special transportation permits.
10. “Bill of Lading” means the document, or any image of the original bill of lading, which shall be deemed to be the original, that provides the instructions to the carrier for the movement of the shipment to its intended destination.
11. The term "Shipper Load and Count" describes the process by which the shipper places goods into or onto the trailer at its own site. With Shipper Load and Count there is no opportunity for the joint check of the goods by the shipper and the carrier. The shipper is responsible for the proper loading and verification of the goods being shipped; provided the trailer is sealed after loading and a proper seal record is maintained by the carrier.
12. The term "Actual Value" or "Actual Valuation" shall mean the actual value of the goods required to be shown on the bill of lading by shippers, where the rate applied is dependent upon that fact.
13. "Detention" shall be defined as a charge made for a vehicle held by or for a shipper or consignee for loading or unloading, for forwarding directions or for any other purpose.
14. “Place” means a specific street address or other destination of a factory, store, warehouse, place of business, place of residence, or construction site, at a “Point”.
15. “Point” means a specific city, town, and village, incorporated or unincorporated community which is treated as a unit for the application of rates.
16. “Rate” means the value stated in cents or dollars and cents, to be used in computing the service charge for the property transported.
17. “Site” means a particular platform or specific location for loading and/or unloading at one place.
18. “Surcharge” means a charge in addition to all lawful charges due to the carrier.
19. “Consignor” means the party who has physically tendered the shipment for transportation.
20. “Consignee” means the party who is identified on the bill of lading as the party to receive the shipment.

21. "Dangerous Goods" means hazardous materials or substances which have been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, or property when transported in commerce, and which have been so designated.
22. "Cubic Dimensional Weight" means 1 pound for every 250 cubic inches or fraction thereof.
23. "C.O.D." means Collect on Delivery, on behalf of the consignor, all charges associated with the value of the shipment.
24. "F.C.C.O.D." means Freight Charges Collect on Delivery, on behalf of the carrier, all freight charges due for the transportation of the shipment.
25. "Prepaid" means that consignor or third party are primarily liable for the payment of all freight charges due and owing for the transportation of a shipment, and the consignee is secondarily liable.
26. "Collect" means that the consignee or third party are primarily liable for the payment of all freight charges due and owing for the transportation of a shipment, and the consignor is secondarily liable.
27. "Reconsignment" means (1) a change in the name of the Consignee or the Shipper, (2) A change in the point or place of destination, (3) relinquishment of the shipment at the point of origin, and (4) relinquishment of the shipment at an intermediate point or place while in transit.
28. "Redelivery" means a second (or more) attempt to deliver the shipment to the original consignee, at the original point or place contained in the delivery address section of the bill of lading that originally failed, through no fault of the carrier, due to (1) consignee refusal or rejection of some or all of the original shipment, (2) consignee closure during routine business receiving hours or (3) consignee cancellation of an agreed upon delivery appointment time or window

Item 250

ACCEPTANCE SUBJECT TO CAPACITY AND APPROPRIATE TYPE OF VEHICLES

The obligation to accept articles for shipment shall be subject to capacity and the availability of the appropriate type of vehicle, and to requirements of ordinances or laws limiting or regulating the transportation of the commodity or use of the vehicle.

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Item 300
LOADING AND UNLOADING

- A. All shipments shall be loaded by the shipper and unloaded by the consignee. If the carrier is requested by the shipper, consignor or consignee to perform loading or unloading, a charge will be assessed in addition to all other applicable charges:

Cartoned Shipment: \$ 85.00
Uncartoned Shipment: \$110.00
Cartoned & Uncartoned: \$110.00

- B. If the carrier is requested by the shipper, consignor or consignee to utilize the services of a lumper, and the lumper services are provided, the shipper agrees to pay the lumper charges when presented with a valid receipt.
- C. Nothing in this item shall be construed to indicate that the carrier is required to provide loading or unloading.

Item 350
COLLECTION OF CHARGES

1. The provisions of Section 7 of the Uniform Bill of Lading barring recourse to the shipper shall not apply. The carrier shall first make efforts to collect payment from the party primarily responsible for payment of the freight charges, as stated on the bill of lading. In the event of failure by the party primarily responsible for payment to make full payment within the credit terms, the shipper, consignor, consignee, and the Bill-To shall become jointly and severally liable for all amounts due to the carrier, including the provisions outlined in Part 5 of this Item.
2. Payment for services provided are due upon delivery, in cash, money order or bank cashier's check, except where credit terms have been granted by the carrier to the Customer. Payment as a condition of pickup or delivery will be required from accounts without approved credit, or from accounts that have not previously paid within credit terms. In the event that credit terms have been granted by the carrier to the Customer all amounts due are payable within 10 days of the date of the freight invoice.
3. Freight charges are payable to the carrier at the carrier's Eagan, MN office, unless otherwise specified by the carrier in writing.
4. Past Due Balances:
 - a. All invoices not paid within the credit terms are subject to finance fee equal to 5% of the original invoice amount. All invoices not paid within 30 days are subject to a fee of 1.5% of the outstanding amount, charged per month, such interest to accrue from the date the invoice was issued until fully paid.
 - b. All amounts past due shall be subject to collection efforts by the carrier or its agent. The parties responsible for payment of the past due invoices shall also be responsible for payment of all reasonable collection fees incurred by the carrier. For purposes of this Part reasonable shall mean 40% of the past due balance or \$300.00, whichever are greater, plus reasonable attorney fees and pre- and post-litigation costs.
 - c. Jurisdiction for all legal proceedings involving collection shall be Dakota County, State of Minnesota.
5. Any overpayments will be applied first to unpaid freight charges, interest and/or collection costs, if any, and thereafter to any other outstanding freight charges.
6. Checks received in payment of freight charges that are returned because of insufficient funds or otherwise dishonored will be assessed a fee of \$25.00 and placed for collection. Additionally, Carrier reserves the right to electronically debit the remitter's account for the amount of any dishonored check, together with the fee of \$25.00.

Item 350 (Continued)

7. Pending or un-filed claims against the carrier for loss, damage or overcharge amounts may not be deducted from freight charges invoiced to the party who filed or will file the claim or claims. All freight charges must be paid in full before any claims for loss or damage will be disposed.
8. Application of funds paid on account or without appropriate other reference shall be first applied to unpaid finance fees or charges.
9. Carrier reserves the right to convert any check into an electronic debit otherwise known as ACH.

Item 355

COLLECTION OF CHARGES AND EXTENSION OF CREDIT

1. Charges accruing to the carrier are due and payable at the time an outbound prepaid shipment is tendered to the carrier, or at the time a collect shipment is tendered by the carrier to the consignee, except where credit has been extended by the carrier to the shipper, consignee or other party responsible for payment of the freight charges.
2. When the party responsible for payment of freight charges has been extended credit by the carrier, the credit period will be -10 days, including Saturdays, Sundays and legal holidays, unless a different credit period has been established by publication in a tariff or contract for a specifically named customer.
3. The credit period shall begin on the day following presentation of the freight bill. If the bill is presented or paid by mail, the postmark shall be accepted as evidence of the date of presentation or mailing.
4. Failure to make payment within the credit period referenced above will invoke an assessment for liquidated damages under Item 356 herein.

Item 356

FAILURE TO MAKE TIMELY PAYMENT OF CHARGES

1. To avoid an assessment of liquidated damages in an amount equal to 135% of the open receivable, which is addition to the collection fee set forth above, Carrier must receive full payment of freight charges within 42 days from the original invoice due date.
2. The filing of a cargo or other claim against carrier will not relieve a payor from the responsibility for payment of freight charges.

Provisions of this rule do not change in any way the carrier's obligation to collect nor the freight charge payor's obligation to pay applicable charges within the contractual or legislated terms allowed in compliance with D.O.T. 49 CFR Part 37 and the credit period stated in Item 355. This rule establishes a condition precedent for the application of the special pricing provisions described in Paragraph 1 above.

Item 400

DETENTION OF VEHICLES WITH POWER UNITS

1. Vehicles with power units present for loading and unloading are subject to the following.
 - a. Free time for loading or unloading will be determined as follows:
 - i. When actual weight is Less than 5,000 lbs, free time shall be 30 minutes
 - ii. When actual weight is between 5,001 and 10,000 lbs free time shall be 60 minutes.
 - iii. When actual weight is between 10,001 and 20,000 lbs free time shall be 90 minutes

Item 400 (Continued)

- iv. When actual weight is over 20,000 lbs and is not designated as a Truckload shipment, free time shall be 120 minutes.
 - v. Any shipment designated as a Truckload Shipment and the total billed trip miles are less than 400 miles the free time shall be 120 minutes.
 - vi. Any shipment designated as a Truckload Shipment and the total billed trip miles are more than 400 miles the free time shall be 240 minutes.
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- b. When a delay beyond free time occurs, the charge shall be \$30.00 for each 30-minute increment or fraction thereof, subject to a maximum charge of \$400 for each business day.
2. Free time shall begin when the driver notifies a representative of the shipper or consignee of the arrival of the trailer for loading or unloading. Time shall end on the completion of loading or unloading and the driver receives a signed delivery receipt.
 3. When multiple shipments are received from a shipper or delivered to one consignee at one time in one vehicle, free time shall be computed on the aggregate weight received or delivered.
 4. If loading or unloading of a vehicle cannot be completed at the end of a normal business day, shipper or consignee may request that the vehicle return the next day. In that event a minimum charge of \$400 shall apply.

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Item 450

DETENTION OF VEHICLE WITHOUT POWER

Vehicles (spotted) without power units may be provided upon request, and subject to the availability of equipment by the carrier, subject to the following:

1. The charge for each trailer spotted shall be \$250 per trailer, per 24 hour period.
2. The consignee shall perform loading or unloading. In cases of spotting for loading the Bill of Lading must show "Shipper Load and Count".
3. Carrier responsibility for safeguarding shipments shall begin when the driver has signed for the shipment, and continue until the trailer has been delivered. In the event the trailer has been spotted for delivery upon request of the shipper or consignee, carrier responsibility for safeguarding the shipment shall end when the consignee is notified of the arrival of the shipment at the consignee's facility.
4. While a trailer is spotted at the shipper's facility, responsibility for safeguarding the trailer shall be with the shipper. While a trailer is spotted at the consignee's facility, responsibility for safeguarding the trailer shall be with consignee.
5. The carrier may limit the length of time a trailer may be spotted, at its sole discretion.

Item 650

VEHICLES FURNISHED BUT NOT USED

When the carrier, upon receipt of a request to pick-up a truckload shipment or to furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purposes and, due to no fault of the carrier, the vehicle is not used a charge of \$2.00 per actual mile driven by the vehicle shall apply, subject to a minimum charge of \$300.

Item 700

IMPACTICAL OPERATIONS

Nothing in this tariff shall be construed as prohibiting the carrier from refusing to pick-up, receive, handle, transport, stop-in-transit, or deliver shipments, when weather conditions, road, ground or location conditions, legal orders, or riots make the performance of such services dangerous, impractical or illegal.

The carrier will make pickup and delivery as close to the building sites as safely possible. The consignor or consignee will be responsible for towing, property damage and any other expense involved when consignor or consignee orders delivery off public road.

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Item 750
PACKAGING SHIPMENTS

Articles must be packed in a suitable fashion and prepared for shipment in such a manner as to render transportation thereof reasonably safe and practical. In the event of improper or inadequate packaging, the carrier shall have the right to perform necessary repacking at owner or shipper's expense. Alternatively, the carrier will have the right to refuse to handle any article where upon reasonable inspection it appears to be inadequately or improperly packaged. This is not to be construed as meaning that the shipper shall not have the responsibility to pack articles in a manner suitable for shipment.

Item 800
PICKUP AND DELIVERY SERVICE

- A. Except as provided below or in individual items, rates include one pickup at the point of origin and one delivery at the point of destination.
- B. The term "pick-up" means the service performed by the carrier or carrier's agent in taking possession of and transporting freight from the point of origin stated on the bill of lading.
- C. The term "delivery" means the service performed by the carrier or carrier's agent in transportation and surrender of possession at the point of destination stated on the bill of lading.
- D. Procurement of delivery receipt. Upon delivery of property at the point of destination, the consignee or party authorized to receive it shall issue to the delivering carrier or carrier's agent a clear receipt for the property. Alternatively, the consignee or party authorized to receive the property must note any overage, shortage or apparent loss or damage to the property on the receipt.
- E. Failure to obtain delivery receipt. Until such receipt is obtained, carrier or carrier's agent shall retain possession and custody of the property and delivery will not be deemed to have been accomplished. Should the property or any portion thereof be unloaded and subsequently reloaded into or on the vehicle of the carrier or carrier's agent, because of failure by consignee or its representative to provide a delivery receipt of the kind and in the manner described in Paragraph D of this Item, a loading charge of \$250 shall be assessed against the shipment, and shall be in addition to the transportation charges applicable to the shipment.
- F. Failure to provide a delivery receipt. In the event Carrier is unable to provide a delivery receipt for any reason, consignor's or consignee's sole cause of action shall be to file a claim for the entire shipment alleging the shipment was lost. Under no circumstances shall the payment of freight charges be withheld due to Carrier's failure to provide a delivery receipt.

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Item 850
STOP-OFFS FOR PARTIAL LOADING AND/OR UNLOADING

- A. Shipments, may be stopped in transit at any point or place for the purpose of partial loading, unloading, and/or split pick-up and final delivery, subject to the following provisions:
- B. The bill of lading must show that point or points at which the shipment is to be stopped for partial loading, unloading, split pick-up or split delivery together with complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of the party from whom each portion is to be received or to whom each portion is to be delivered.
- C. Except as otherwise provided, the charge for each stop exclusive of original pick-up & final delivery shall be:
 - i. The first three stops will be \$60.00 each.
 - ii. The second three stops shall be \$90.00 each.
 - iii. Stops subsequent to stops 1-6 shall be \$125.00 each.
These charges shall be in addition to all other applicable charges.
- D. Specific commodity rates are not applicable when shipment is stopped in transit except to the extent the extension exception is made in the specific commodity rate item. Distance commodity rates are calculated by computing mileage from point of primary origin via stop-off point(s) to point of final destination.
- E. The weight on which charges will be determined shall be the weight at point of origin except that when a shipment is partially loaded in transit, the weight of the freight loaded in transit will be added to the weight at point of origin, but in no event shall the total weight on which charges are assessed be less than the minimum weight applicable in connection with the rate used.
- F. Rates based upon rate-per-mile are calculated by computing mileage from point of primary origin via stop-off point(s) to point of final destination.
- G. The substitution of other property for that which was originally loaded or in exchange of contents at a point or place of stop-off is prohibited.
- H. Multiple stops on less-than-truckload (LTL) shipments will be accepted on a single bill of lading. For purposes of calculating charges, the minimum weight of the shipment shall be 10,000 for each stop enroute to final destination. Example:

Stop-Offs	Minimum Weight
1	10,000 lbs
2	20,000 lbs
3	30,000 lbs

Item 900
RECONSIGNMENT AND DIVERSION

Truckload shipments may be reconsigned or diverted at the point of original destination, subject to the following:

- 1. The charge shall be \$65.00, which shall be in addition to all other applicable charges.
- 2. The original bill of lading, properly endorsed by the party to whose order the shipment is consigned, must be surrendered for cancellation or for endorsement of diversion or reconsignment.
- 3. The rate to apply on a diverted or reconsigned shipment shall be the rate named to apply on the shipment from origin to point of ultimate destination via point of diversion or reconsignment.

The carrier is not obligated to divert or reassign shipments at points short of original destination, but upon request shall make a reasonable effort to do so.

Item 950
UNCLAIMED OR REFUSED FREIGHT

In the event a consignee or its representative refuses to take delivery of the property consigned, the following shall apply:

1. The carrier will attempt to notify the shipper of the consignee's refusal to take delivery.
2. If the carrier is immediately successful in making contact with the shipper, the carrier will use its best efforts to reconsign or divert the shipment per the shipper's instructions.
3. If the carrier is not immediately successful in making contact with the shipper, the carrier will reconsign the shipment to a public warehouse located within a reasonable distance of the original destination pending disposition by the shipper. The property shall remain in the possession of the public warehouse company until such time as disposition is provided by the shipper to the carrier, and fees for the public warehouse company's services are fully paid by the shipper.
4. The shipper shall be liable for all charges related to the diversion, reconsignment, redelivery and storage of the property, including the cost and liabilities charged by public warehouse company.
5. Freight remaining unclaimed for a period of 90 days after the first delivery attempt has been made, shall be sold by auction or other reasonable method. Proceeds from such sale shall be applied to the charges for the transportation, reconsignment and storage and sale of the property. Any excess proceeds shall be remitted to the property owner, upon presentation and verification of a proper claim.

Item 1000
SERVICE GUARANTEE

When the statement "service guarantee" is stated on the transportation contract or rate quotation, the following shall apply:

1. For the service guarantee to be effective a prearranged pick-up and/or delivery time must have been established by the carrier and the arranging party prior to dispatch, and must be clearly noted on the appendix to the contract that covers the specific move.
2. A two-hour grace period beyond the prearranged pickup or delivery time shall be provided, to accommodate incidental delays. No claim can be made if the vehicle arrives within this period.
3. The extent of carrier liability shall be reimbursement of the actual labor cost of the crew if idle or the actual rental time of equipment if idle, and only to the extent the idle time is solely caused by the late arrival of the truck beyond the grace period outlined in Part 2 of this Item. Maximum carrier liability shall be \$500, or the charge for the transportation provided by the carrier, whichever is less.
4. Delays due to causes beyond the control of the carrier shall render the service guarantee inapplicable for the shipment. Causes beyond the control of the carrier shall include, but shall not be limited to, weather, riot, local road conditions, mechanical problems, unsafe or untenable access, driver illness or incapacitation, and delays caused by legal actions. In no way shall this service guarantee be construed to be applicable if such construction were to demand unsafe or illegal operation of a commercial vehicle.
5. Claim for reimbursement shall be made to the carrier in writing at its headquarters. The claim shall include the carrier's shipment number, origin and destination, shipment date, copy of paid invoice and/or work order from the company providing the crew, and explanation of details. The carrier shall pay valid claims within 30 days.
6. Carrier shall be given a reasonable time to investigate and challenge the application and validity of any claim.
7. Deduction of costs from the carrier's invoice shall not constitute a valid claim, and shall not be allowed.

Item 1050
EXPEDITED SERVICE

- A. "Expedited Service" shall be defined as a shipment for which the shipper has prearranged with the carrier, a specific pick-up date and time and a specific delivery date and time, and the term "Expedited Service Requested" and the pick-up and delivery dates and times have clearly been noted on the appendix to the contract covering the specific shipment, and on the Bill of Lading.
- B. The carrier shall be allowed reasonable travel time predicated on a maximum of 450 miles traveled during any 10-hour period. Travel time shall be in compliance with Federal Motor Carrier Safety Regulations of the United States Department of Transportation.
- C. Charges for Expedited Service shall be based on a rate of \$2.00 per mile per vehicle used. This charge will be in addition to all other applicable charges.

Item 1100
APPLICATION OF FREIGHT CLASSES & LTL RATES

- A. The charges for al LTL shipments shall be calculated on a linear footage and density basis.
- B. All shipments will be assigned a freight classification based upon pounds per linear foot of trailer required to transport shipment safely and securely. For example a 10,000-pound shipment requiring 10 lineal feet of trailer space is said to run 1,000 pounds per linear foot. The following scale shall apply:

<u>Pounds Per Linear Foot</u>	<u>Freight Class</u>
1,000 lbs and over	50
925 lbs to 999 lbs	60
850 lbs to 924 lbs	70
775 lbs to 849 lbs	77.5
700 lbs to 774 lbs	85
575 lbs to 699 lbs	92.5
450 lbs to 574 lbs	100
350 lbs to 449 lbs	125
300 lbs to 349 lbs	150
250 lbs to 299 lbs	200
200 lbs to 249 lbs	250
150 lbs to 199 lbs	300
100 lbs to 149 lbs	500
Less than 100 lbs	See Note 1

Note 1: For rating purposes any shipment running less than 100 pound per linear foot will have its weight dimensionally increased until it reaches 100 pounds per linear foot. For example: a shipment requiring 20 feet of trailer with a weight of 1,000 lbs runs, in actuality, 50 pounds per linear foot (1000 lbs /20 feet). However the carrier will rate this shipment at the applicable class 300 rate using a weight of 2,000 pounds since this would cause the shipment to average 100 pounds linear foot i.e., the lowest weight category for class 300.

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Item 1150
MAXIMUM VALUE PER SHIPMENT

The maximum value of any one shipment shall be the actual value of the property or the equivalent of \$1.00 per actual pound shipped, whichever is less, unless a greater value has been declared on the bill of lading or by written agreement prior to pick-up. The \$1.00 per pound calculation shall be called the "basic coverage"

In the event a greater value has been declared on the bill of lading at time of pick-up, a charge of \$.10 per hundred dollars of value in excess of the basic coverage, shall be applied. However, in no event shall the maximum value exceed the actual value of the property at the time it was tendered to the carrier.

IN NO EVENT SHALL CARRIER'S LIABILITY EXCEED THE ACTUAL INVOICE VALUE OF THE GOODS. MOREOVER, CARRIER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED, TO LOSS OF PROFITS, INCOME, INTEREST, UTILITY OR LOSS OF MARKET, WHETHER OR NOT CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

Item 1200
PROHIBITED OR RESTRICTED ARTICLES

1. Property of Extraordinary Value. The following property will not be accepted for shipment nor as premiums accompanying other articles: Bank bills; currency and coins; deeds; drafts; jewelry, other than costume or novelty jewelry; museum exhibits or articles of antiquity; notes; original works of art; postage stamps; precious stones; revenue stamps; and valuable papers of any kind. Additionally, articles with an invoice value exceeding \$5 per pound per package will be considered to be of extraordinary value. These articles will not be accepted for transportation unless the shipper requests excess liability coverage. Articles inadvertently accepted with an invoice value exceeding \$5.00 per pound per package or piece, but without excess coverage, will be considered to have been released by the shipper at \$5 per pound per package or piece. In the event of loss and/or damage to any shipment, carrier's liability shall not exceed \$5.00 per pound per package or piece, subject to a maximum liability of \$100,000 per shipment, unless the shipper has requested excess liability coverage.

2. Freight Liable to Damage Other Freight or Equipment. Carrier is not obligated to receive freight liable to damage other freight or carrier's equipment.

Item 1250
CLAIMS FILING PERIODS

All claims must be filed IN WRITING, in accordance with 49 CFR Part 370, within nine months of the date of delivery, or in the event of total loss of shipment, within nine months of the date the shipment should have been delivered, and any civil action on a claim must be brought within two years from the date Carrier gives written notice that the claim is being disallowed in whole or in part. The expiration of these time periods shall be a complete and absolute defense to any such action or proceeding, without regard to any mitigating or extenuating circumstance or excuse whatsoever.

Item 1300
BUSINESS DAY AND HOURS AND HOLIDAYS

a. The term business day and business hours shall mean that time during which the carrier generally conducts operations. The terms business day and business hours do not include Saturdays, Sundays or Holidays.

- b. Holidays, shall mean New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When the Holiday occurs on Sunday, the following Monday shall be considered as the Holiday. When the Holiday occurs on a Saturday, the proceeding Friday shall be considered as the Holiday.

Item 1340
Application of Fuel Surcharge.

In the event the national on highway average of a gallon of diesel fuel exceeds \$1.20 per gallon the following fuel surcharge will apply:

Price Per Gallon	F.S.C.
Below 1.20	No Adjustment
1.21 - 1.27	1.28%
1.271 - 1.33	2.56%
1.331 - 1.39	3.84%
1.391 - 1.45	5.12%
1.451 - 1.51	6.4%
1.511 - 1.57	7.68%
1.571 - 1.63	8.86%
1.631 - 1.69	10.24%

When diesel price exceeds \$1.69 per gallon, use 1% additional for each six (6) cents per gallon. The Energy Information Administration department of the United States Department of Energy publishes the national on highway average diesel price weekly. They may be reached at (202) 586-6966 or you may use the link provided on the Network FOB web site.

Item 1350
OFFICIAL ADDRESS OF CARRIER

The official mailing address and headquarters of the carrier is 2980 Commers Dr., Ste. 850, Eagan, MN 55121. All official records shall be on file at the headquarters. All payments shall be made to the carrier at this address, unless otherwise instructed by the carrier.

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Item 1400
ARBITRATION OF LOSS AND DAMAGE DISPUTES

Pursuant to 49 USC 14708 Network F.O.B. offers arbitration as a means of settling loss or damage disputes arising from its household goods freight forwarder operation.

Item 1500
ACCOUNT PROTECTION

Carrier enters into Transportation Contracts with properly authorized for-hire motor carriers that actually perform the transportation services contemplated hereunder. The Transportation Contracts with the for-hire motor carriers contain Account Protection provisions, which prohibit the for-hire motor carrier from, directly or indirectly, for a period of one (1) year after the termination of the Transportation Contract, attempting to solicit, serve, divert or bypass, or performing any services for compensation for any consignor or consignee who is now or was during the term of the Transportation Contract becomes a customer of Network.

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