

**NETWORK FOB, INC.
FF-1941**

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

Effective January 1, 2012

Item 100
APPLICATION OF TARIFF

Rates and provisions named in this tariff, as amended from time to time, are applicable to all transportation and logistics services provided by Network F.O.B., Inc., including but not limited to those performed under the operating rights under its Freight Forwarder Permit Docket No. FF1941 granted to Network F.O.B., Inc. (“Network”) by the Federal Motor Carrier Safety Administration, or its predecessors. 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. 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, a copy of which is attached hereto as Exhibit A, except as specifically provided herein or by written agreement between Network and the Shipper or Consignee.
- B. In the event any term or condition noted in the Uniform Straight Bill of Lading is in conflict with the terms and conditions of this Tariff, the terms and conditions of this Tariff shall apply.
- C. Distances and mileage are governed by the Rand McNally Mileage Program, as amended from time to time. 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.

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 “Carrier” as used herein refers to the for-hire carrier retained by Network to actually transport the shipment from point of origin to point of destination.
- 3. The term “Customer” shall mean the party that tenders the shipment and may be the Shipper, the bill-to party or the Consignee.
- 4. The term “Bill-to Party” shall be the party whom the Shipper or Consignee has requested be billed for transportation and accessorial services.
- 5. 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.
- 6. The term “LTL Shipment” shall mean a lot of freight, which shall not have dedicated use of a trailer.

7. 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.
8. The term "Refrigerated Commodity" shall mean a commodity that is requires to be maintained at an ambient temperature within a specific range, per the bill of lading.
9. The term "Open Deck" shall mean the shipment requires a trailer without walls, and/or a roof.
10. 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.
11. "Bill of Lading" means the Uniform Straight Bill of Lading in the form set forth on Exhibit A attached hereto and incorporated herein by reference. The Uniform Straight Bill of Lading attached hereto as Exhibit A shall be used to provide instructions to the Carrier for the movement of the shipment to its intended destination, and its terms shall supersede and replace any shipping order, bill of lading, manifest or document used in lieu of Exhibit A to provide the instructions to the Carrier for the movement of the shipment to its intended destination.
12. 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 inspection of the goods by the carrier. The Shipper is responsible for the proper loading, securement and verification of the goods being shipped; provided the trailer is sealed after loading and a proper seal record is maintained by the carrier.
13. The term "Declared Value" or "Declared Valuation" shall mean the declared value of the goods required to be shown on the bill of lading by the Shipper, and agreed upon in writing by Network, where the rate applied is dependent upon that fact.
14. "Detention" shall be defined as a charge made for a vehicle held by or for the Shipper or Consignee for loading or unloading, for forwarding directions or for any other purpose.
15. "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".
16. "Point" means a specific city, town, and village, incorporated or unincorporated community which is treated as a unit for the application of rates.
17. "Rate" means the value stated in U.S. cents or U.S. dollars and cents, to be used in computing the rates to be charged for the transportation services rendered.
18. "Site" means a particular platform or specific location for loading and/or unloading at one Place.
19. "Surcharge" means a charge in addition to all lawful charges due to Network.
20. "Consignor" means the party who has physically tendered the shipment for transportation.
21. "Consignee" means the party who is identified on the bill of lading as the party to receive the shipment.
22. "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.
23. "Cubic Dimensional Weight" means 1 pound for every 250 cubic inches or fraction thereof.

24. "C.O.D." means Collect on Delivery, on behalf of the consignor, all charges associated with the value of the shipment.
25. "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.
26. "Prepaid" means that Consignor or third party is primarily liable for the payment of all freight charges due and owing for the transportation of a shipment, and the Consignee is secondarily liable.
27. "Collect" means that the Consignee or third party is primarily liable for the payment of all freight charges due and owing for the transportation of a shipment, and the Consignor is secondarily liable.
28. "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.
29. "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 Network, 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 equipment, and to requirements of ordinances or laws limiting or regulating the transportation of the commodity or use of the equipment.

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 Network is requested by the Shipper, Consignor or Consignee to utilize the services of a lumper, and 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 Network is required to provide loading or unloading.

Item 350

COLLECTION OF CHARGES

1. The provisions of Section 7 of the Uniform Bill of Lading providing for non-recourse against the Shipper on "Collect" shipments shall not apply. Network will 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, all parties to the Bill of Lading are jointly and severally liable for all amounts due to Network, 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 in U.S. funds, except where credit terms have been granted by Network 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 Network 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 P.O. Box 64007, St. Paul, Minnesota 55164, unless otherwise specified by Network in writing.
4. Past Due Balances:
 - a. All invoices not paid within the credit terms are subject to a finance fee equal to 5% of the original invoice amount. All invoices not paid within 30 days are subject to interest at the rate of 1.5% per month of the outstanding amount, and such interest shall accrue from the date the invoice was issued until it is paid in full.
 - b. All amounts past due shall be subject to collection efforts by Network or its agent. Network shall be entitled to recover all reasonable collection fees incurred in its collection efforts. For purposes of this Part, "Reasonable Collection Fees" shall mean 40% of the past due balance or \$300.00 in the event an attorney is not used, or reasonable attorney's fees if an attorney is used, together with court costs and pre- and post-litigation costs and interest.
 - c. Jurisdiction for all legal proceedings involving collection shall be Dakota County, State of Minnesota.
5. Any overpayments will be applied first to past due 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 \$35.00 and placed for collection. Additionally, Network reserves the right to electronically debit the remitter's account for the amount of any dishonored check, together with the fee of \$35.00.
7. Pending or un-filed claims for loss or damage, or for overcharge amounts may not be deducted from freight charges owed by the Customer. 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 interest.
9. Network 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 Network are due and payable at the time an outbound Prepaid shipment is tendered to Network, or at the time a Collect shipment is delivered by the Carrier to the Consignee, except where credit has been extended by Network to the Customer.
2. When the party responsible for payment of freight charges has been extended credit by Network, 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 stated in a written contract with the 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 fees set forth above, Network 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 Network will not relieve the Customer of the obligation for payment of freight charges.

Provisions of this rule do not change in any way Network's obligation to collect or the Customer's obligation to pay applicable charges within the credit terms extended by Network, if any, or the credit period stated in Item 355. 49 CFR Part 377 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;
 - 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; and
 - 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.
 - 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.

Item 450

DETENTION OF VEHICLE WITHOUT POWER

Subject to the availability of equipment, equipment (spotted) without power units may be provided upon request, 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. Notwithstanding the foregoing, the Carrier shall not be responsible for loss or damage claims where the shipment is "Shipper Load and Count."
4. While a trailer is spotted at the Shipper's facility, responsibility for safeguarding the trailer shall be with the Shipper, and the Shipper shall be responsible for any loss of or damage to the trailer while spotted at the Shipper's facility. While a trailer is spotted at the Consignee's facility, responsibility for safeguarding the trailer shall be with Consignee, and the Consignee shall be responsible for any loss of or damage to the trailer while spotted at the Consignee's facility.
5. Network may limit the length of time a trailer may be spotted, at its sole discretion.

Item 650

EQUIPMENT FURNISHED BUT NOT USED

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

Item 700

IMPACTICAL OPERATIONS

Nothing in this tariff shall be construed as prohibiting Network, or 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.

Item 750
PACKAGING SHIPMENTS

The Shipper or Consignor is responsible for ensuring all articles are 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, but not the obligation, to perform necessary repacking at the Customer's 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 intended to, nor shall it be construed as relieving the Shipper of its responsibility to package articles in a manner suitable for shipment. Nor is it intended to, or to be construed as, giving rise to a presumption that where the Carrier accepts the article for transportation, the packaging was proper and adequate.

Item 800
PICKUP AND DELIVERY SERVICE

1. 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.
2. 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.
3. 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.
4. Procurement of Delivery Receipt. Upon delivery of property at the point of destination, the Consignee or party authorized to receive the property 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. The failure to properly note any overage, shortage, loss or damage on the bill of lading or delivery receipt may result in the denial of any claims subsequently filed for loss or damage.
5. 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 the Consignee or its representative to provide a delivery receipt of the kind and in the manner described in Paragraph D of this Item, a reloading charge of \$250 shall be assessed against the shipment, and shall be in addition to the transportation charges applicable to the shipment. Neither Network, nor the Carrier, shall be liable for any loss resulting from the delay in or failure to deliver due to the Consignee's failure to provide a delivery receipt.
6. Failure to Provide a Delivery Receipt. In the event Network 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 Network's failure to provide a delivery receipt. Notwithstanding the foregoing, the Shipper and/or Consignee shall have the burden of proving the shipment was actually lost.

Item 850

STOP-OFFS FOR PATIAL LOADING AND/OR UNLOADING

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:

1. The Bill of Lading must show the Point or Points at which the shipment is to be stopped for partial loading, unloading, split pick-up or split delivery together with a complete description of the kind and quantity of freight to be loaded or unloaded at each Point and the name and address of the party from whom each portion is to be received or to whom each portion is to be delivered.
2. Except as otherwise provided, the charge for each stop exclusive of original pick-up & final delivery shall be:
 - a. The first three stops will be \$60.00 each.
 - b. The second three stops shall be \$90.00 each.
 - c. Stops subsequent to stops 1-6 shall be \$125.00 each.

These charges shall be in addition to all other applicable charges.

3. Specific commodity rates are not applicable when shipment is stopped in transit except to the extent 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.
4. 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.
5. 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.
6. 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.
7. Multiple stops on 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:

The charge shall be \$65.00, which shall be in addition to all other applicable charges.

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.

The rate to apply on a diverted or reconsigned shipment shall be the rate named to apply on the shipment from Point of origin to Point of ultimate destination via Point of diversion or reconsignment.

Network 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. Network will attempt to notify the Shipper of the Consignee's refusal to take delivery.
2. If Network is immediately successful in making contact with the Shipper, Network will use its best efforts to reassign or divert the shipment per the Shipper's instructions.
3. If Network is not immediately successful in making contact with the Shipper, Network will reassign 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 Network, and fees for the public warehouse company's services are fully paid by the Shipper. Notwithstanding the foregoing, Network shall have no liability for storage charges, or for loss or damage to the shipment while in the possession of the public warehouse company.
4. The Shipper shall be liable for all charges related to the diversion, reassignment, 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, reassignment 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 Network and the Customer 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 Equipment arrives within this period.
3. The extent of Network's liability for a late pick-up 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. In the event of a late delivery, Network's maximum 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 Network shall render the service guarantee inapplicable for the shipment. Causes beyond the control of Network 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 Network in writing at its headquarters in Naples, Florida. The claim shall include the Network'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. Network shall pay valid, undisputed claims within 30 days.
6. Network 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

1. "Expedited Service" shall be defined as a shipment for which the Shipper has prearranged with Network, 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.
2. Network 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.
3. 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

1. The charges for all LTL shipments shall be calculated on a linear footage and density basis.
2. 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.

Item 1150
Cargo Claims Liability

Network uses only licensed carriers with cargo insurance limits with a minimum of One Hundred Thousand Dollars U.S. (\$100,000.00). Network FOB makes no warranties as to the fitness of the underlying carrier's insurance coverage including coverage for a specific loss or circumstance, or cancellation of coverage for any reason. Network makes no warranties as to the financial fitness of the underlying Carrier or as to the Carrier's cargo insurance and the adequacy thereof.

Network will endeavor on behalf of the Shipper or Consignee to recover the full amount of any valid loss or damage claims from the underlying Carrier, in an amount up to the limits of the carrier's insurance policy, unless the Consignor requests additional liability specified in item 1151 or shipper's interest cargo insurance coverage in writing. In those instances where Network is unable collect from the underlying carrier's insurance on behalf of the shipper, Network's liability is limited to the actual value of the property or \$1.00 per pound (\$0.10 per pound on used commodities), whichever is less, unless a higher value is declared on the Bill of Lading, subject to the provisions of item 1151 and agreed to by Network at the time of tender.

Only an officer of Network FOB can modify by contract, written, verbal or otherwise the Cargo Claims Liability terms.

Additionally Network offers, through its insurance company, shipper's interest insurance for high-risk commodities. Please consult with your Network authorized representative for a specific quote and certificate of insurance. High Risk commodities, include but are not limited to, electronics including consumer or industrial products, such as control devices, medical equipment or other products having a value content of electronics exceeding 20% of the value of the shipment, i.e. where the value of the electronic components of the product exceed twenty (20%) percent of the total value of the product, hand tools including power tools, passenger or commercial vehicle or tires, art, jewelry, other than

Item 1151
Optional Cargo Claims Liability

Additional cargo liability over and above \$1.00 per pound (\$0.10 per pound on used commodities) up to \$250,000 on new and used commodities is available for an additional charge, provided the additional liability is agreed to in advance by Network in writing. However, in no event shall the maximum value exceed the actual value of the property at the time it was tendered to the carrier. Under no circumstances shall Network be liable for claims for loss or damage caused by acts of God, the public enemy, public authority, the inherent nature or vice of the damaged product or damaged caused by the negligence of the Consignor, Shipper, Consignee or other third party. Nor shall Network be liable for any claim for loss or damage where the underlying Carrier is not liable for the claim.

The following charges are not applicable to high-risk commodities, which must be insured separately under a shipper's interest policy specific to the commodities. High Risk commodities, include but are not limited to, electronics including consumer or industrial products, such as control devices, medical equipment or other products having a value content of electronics exceeding 20% of the value of the shipment, i.e. where the value of the electronic components of the product exceed twenty (20%) percent of the total value of the product, hand tools including power tools, passenger or commercial vehicles or tires, art, jewelry, other than costume jewelry, precious and semi-precious gems, precious metals or minerals, antiques or collectibles, branded consumer goods and specialized machinery.

The acceptance of liability by Network FOB is subject to the following line item charges:

Additional Charges for value in excess of \$1.00 per pound up to \$100,000.00 are as follows:

\$2.50 per shipment

\$50.00 per shipment of used commodities; provided, however, the used commodities move on a carrier whose primary business is the movement of Truckload Shipments.

Additional Charges for value in excess of \$1.00 per pound up to \$150,000.00 are as follows:

\$10.00 per shipment

\$100.00 per shipment of used commodities; provided, however, the used commodities move on a carrier whose primary business is the movement of Truckload Shipments.

Additional Charges for value in excess of \$1.00 per pound up to \$200,000.00 are as follows:

\$20.00 per shipment

\$200.00 per shipment of used commodities; provided, however, the used commodities move on a carrier whose primary business is the movement of Truckload Shipments.

Additional Charges for value in excess of \$1.00 per pound up to \$250,000.00 are as follows:

\$30.00 per shipment

\$300.00 per shipment of used commodities; provided, however, the used commodities move on a carrier whose primary business is the movement of Truckload Shipments.

Used shipments moving via a less than truckload carrier are subject to the provisions of the limitations of liability established by the carrier selected to transport the shipment, and under no circumstances shall Network FOB assume any liability for any amounts in excess of the established limitations. Note, as a general rule, less than truckload carriers severely limit the acceptance of liability for the loss of or damage to used commodities.

Additionally Network offers, through its insurance company, shipper's interest insurance for high risk commodities. Please consult with your Network authorized representative for a specific quote and certificate of insurance. High Risk commodities, include but are not limited to, electronics including consumer or industrial products, such as control devices, medical equipment or other products having a value content of electronics exceeding 20% of the value of the shipment, i.e. where the value of the electronic components of the product exceed twenty (20%) percent of the total value of the product, hand tools including power tools, passenger or commercial vehicles or tires, art, jewelry, other than costume

jewelry, precious and semi-precious gems, precious metals or minerals, antiques or collectibles, branded consumer goods and specialized machinery. Though shipper's interest insurance is procured through Network's insurance company, the policy will be obtained in the shipper's name and it is the shipper's responsibility to file and adjust any claims for loss or damage directly with the insurance company.

IN NO EVENT SHALL NETWORK'S LIABILITY, EXCEED THE ACTUAL INVOICE VALUE OF THE GOODS. MOREOVER, UNDER NO CIRCUMSTANCES SHALL NETWORK BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, LOSS OF MARKET OR INCREASED LABOR FEES, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR NETWORK KNEW OR HAD REASON TO KNOW SUCH DAMAGES MIGHT BE INCURRED. FURTHERMORE, UNDER NO CIRCUMSTANCES SHALL NETWORK'S LIABILITY EXCEED \$250,000.00. For information about Network's service guarantee see item 1000

For information about Network's service guarantee see item 1000

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; cash, securities, 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; valuable papers of any kind; live animals; cigars, cigarettes, tobacco or any tobacco products; fur, leather, or garments made from fur and/or leather; and non-ferrous metals in sheet, bar, ingot, tube, coil or similar form. 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 \$1.00 per pound per package or piece. In the event of loss and/or damage to any shipment, Network's and the Carrier's liability shall not exceed \$1.00 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 the total loss of a 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 Network 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 Network 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	7.86%
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 837 Fifth Avenue South, Suite 200, Naples, Florida 34102. 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 Network.

Item 1400
ARBITRATION OF LOSS AND DAMAGE DISPUTES

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

Item 1500
ACCOUNT PROTECTION

Network 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.