TARIFF PTG 100

NAMING

RULES, REGULATIONS, RATES AND CHARGES FOR ACCESSORIAL SERVICES

APPLICABLE FOR TRANSPORTATION WITHIN AND BETWEEN POINTS IN THE UNITED STATES AND CANADA

EFFECTIVE: JULY 1, 2013

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN WRITING BY POLARIS TRANSPORTATION GROUP, THIS STANDARD RULES AND ACCESSORIAL CHARGE TARIFF APPLIES ON ALL MOVEMENTS WITHIN AND BETWEEN POINTS IN THE UNITED STATES AND CANADA

ISSUED BY:

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ITEM 1 - DEFINITIONS

ACCESSORIAL RATES AND CHARGES: Additional fees assessed on a shipment, due to additional services requested by the shipper, consignee or third party, of the carrier beyond the normal services included in the carrier’s price including pick up, line haul and delivery service.

BUSINESS DAYS AND BUSINESS HOURS: Normal business days are from Monday to Friday, excluding Holidays. Business hours are from 8:00 AM to 5:00 PM.

CARRIER: Is Polaris Transportation Group.

COD: Collect on Delivery.

CONSIGNEE: The person or business shown on the bill of lading as the party to whom the goods may lawfully be delivered by Carrier.

CONSTRUCTION SITE: A site of any construction of buildings, roads or any other structures including the entire property upon which construction is taking place, and delivery to any facility (such as warehouse, depots or similar facilities) located on such property.

CWT: Hundred weight.

DENSITY: Unit of measure calculated in pounds per cubic foot.

DIMENSIONAL WEIGHT: Is based on the actual cube dimensions multiplied by the dimensional weight factor provided in the customer’s pricing agreement.

DIVERSION: When changing the destination, but not the Consignee, at the request of the owners of the goods, while a shipment is enroute.

FAK: Freight of All Kinds.

JOBSITE: See Construction Site.

LESS THAN TRUCKLOAD (LTL): Shipments within Canada that have an actual or billed weight of less than 10,000lbs and/or less then 10 linear feet of a trailer. Shipments within the US that have an actual or billed weight of less than 20,000lbs and/or 20 linear feet of a trailer.

LUMPER: A third party service that provides loading or unloading services at a shipper or consignee facility. Extra charges will apply for Lumper service (see summary of accessorial charges)

NMFTA: National Motor Freight Traffic Associations, Inc.

NMFC: National Motor Freight Classification.
PRIVATE RESIDENCES: Includes, home based businesses, condominiums, apartments, camps, dormitories, estates, farms, ranches, rectories and other locations where the premises on which a dwelling for living is located.

RECONSIGNMENT: When there is a change in the name or the consignor or consignee, a change in the address of delivery within the original destination point, a change in the destination point and Cancellation of shipment after commencement of loading. Additional fees will apply (see summary of accessorial charges).

SHIPPER: The person or business shown on the bill of lading as the Shipper of the goods received by Carrier for transportation.

SHIPPER LOAD & COUNT: Shipments which are loaded by the shipper without Carrier’s driver present to confirm count.

TRUCKLOAD (TL): Shipments within Canada that have actual or billed weights of 10,000lbs or more and/or 10 linear feet of a trailer or more. Shipments within the US that have actual or billed weights of 20,000lbs or more and/or 20 linear feet of trailer or more.

THIRD PARTY: A person or company designated on the bill of lading as the payor of the freight charges, but who is neither the Shipper nor the Consignee on the bill of lading for a shipment.
ITEM 2 - APPLICATION OF RATES GENERAL:

Rates governed by the provisions of this Tariff are subject to the following:

1) A shipment is a quantity of freight received from one shipper, on one shipping order or Bill of Lading, at one shipping point, at one time, for one consignee at one destination. Two or more shipments shall not be combined and rated as one shipment but must be carried as separate shipments and at not less than the established charges for each shipment.

2) An LTL shipment is a shipment whose billed weight is less than that required to make a shipment subject to a truckload rate.

3) Truckload charges or rates apply only when a truckload of freight is shipped from one point, in or on one truck, in one day, by one shipper for delivery to one consignee, at one destination and only when the entire truckload freight charges are payable by one party. Only one bill of lading from one loading point and one freight bill shall be issued for such truckload shipment.

4) Unless specifically provided otherwise in a published tariff or quote, the carrier’s tariff rates shall apply.

5) Except otherwise provided, all rates and charges for shipments to/from or within the USA are expressed in US currency and all Intra Canada shipments are expressed in Canadian Currency.

ITEM 3 - PAYMENT OF TARIFF CHARGES:

1) Any and all charges assessed pursuant to this tariff shall be paid by the party paying the transportation charges (also referred to herein as “the customer”) whether that party is the shipper, consignor, consignee, receiver or a third party and notwithstanding who requested or required the service. This item does not constitute an estoppel, waiver, or shall be interpreted in any way that would impede any right the carrier may have to collect or be reimbursed for transportation charges or charges pursuant to this tariff from the consignor, consignee or other parties except that the carrier is not entitled to be paid more than once from the same charge.

2) Carrier shall reference its PRO number on each invoice. Unless otherwise agreed upon by the parties in writing, Carrier shall not be required to include on its invoice any other shipment identifier.

3) Freight charges on a bill of lading marked “prepaid” must be paid by the consignor or shipper.

4) Freight charges on a bill of lading marked “collect” must be paid by the consignee or receiver.

5) Freight charges on a bill of lading that is not marked either “prepaid” or “collect”, are considered as “Prepaid” and must be paid by the consignor or shipper.

6) When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, such party’s name and address must appear in the body of the bill of lading and shippers order at time of original tender.
ITEM 4 - LATE PAYMENT CHARGE:
All payments due hereunder shall be made within 30 calendar days of the date of invoice. Payment of charges not received within 30 calendar days of the date of invoice, or within a time period agreed to by the parties in writing, will be considered a late payment. Late payments shall be subject to a charge of 2 percent per month added to all outstanding amounts when either of the following conditions occur:

a) When carrier has notified debtor of the assignment or intent to assign the freight bill(s) to a professional service for collection, or to file a claim in a court of law for collection; or,

b) When carrier has advised debtor, in writing, of intent to apply the late fee of 2 percent per month.

ITEM 5 - CREDIT CARD PAYMENTS:
Invoices which are paid by credit card will be subject to a 5% surcharge.

ITEM 6 - NSF CHEQUES:
NSF (non-sufficient funds) cheques will be subject to a fee of $25.00.

ITEM 7 - CURRENCY AND PAYMENT CHARGES:
Unless otherwise agreed on, all rates and charges for shipments within Canada will be billed in Canadian Currency and all shipments to/from the US and within the US will be billed in US Currency. Credit card payments will be subject to an additional fee (see Item 5). Carrier shall submit and invoice to the specified party in accordance with the terms on the original bill of lading. Payment terms extended are “net 30 days” on all invoices. Failure to remit payment within terms may result in all future transportation charges to be collected at the time shipments are picked up or delivered (in accordance with the original bill of lading terms).

ITEM 8 - UNFORSEEN EXPENSES:
This tariff covers common charges but is not intended to be comprehensive and the carrier is entitled to be compensated for any and all expenses, charges, fees, penalties, fines, tolls, public charges, etc... incurred in the performance of a transportation service and for all other expenses required to secure, delivery or handle any shipment that is not covered specifically by this tariff. These charges will be assessed against and shall be paid by the Customer. The Carrier may assess a service fee in addition to the expenses.
ITEM 9 - CUBING RULES FOR CWT TARIFFS:
1) All shipments shall be subject to a dimensional weight assessment equal to the ratable density multiplied by the cubic dimensions of the shipment.
2) Dimensional weight is determined by the pallet dimensions. For example: 1 skid at 48 x 48 x 48 will have a dimensional weight of 640lbs. L x W x H divided by 1728 (if in inches) and times by the appropriate density published in the tariff.
3) Any shipment, or part thereof, which is 72” in height/width or above will be subject to application of 96” dimensional height/width. Shipments on which are impractical to load other freight will also be subject to application of 96” in height (non-stackable freight).
4) Shipments which occupy 10 linear feet of trailer space or greater will be subject to 1000lbs per linear foot.
5) The greater of actual weight, dimensional weight or linear footage shall apply for rating purposes.
6) Unless otherwise provided and agreed in writing, all shipments are subject to a minimum density of 10lbs per cubic foot and will be rated pursuant to the prevailing tariff.

ITEM 10 - PALLET RULES FOR PALLET TARIFFS:
1) A standard pallet will be considered to be 4 x 4 feet (48 x 48 inches), if a pallet is larger in either the length or width, it will be treated as an oversized pallet. i.e. a pallet which is 56 x 48 will be treated as two pallets and a pallet which is 120 x 48 will be treated as 3 pallets.
2) Pallet rates are based on a maximum of 1500lbs per pallet, if one pallet is over 1500lbs it will be rated as more then one pallet depending on the weight. i.e. a pallet which weighs 2000lbs will be treated as 2 pallets.
3) Minimum pallet rates are based only on one single pallet less than 500lbs and measuring less than 48 x 48 x 48.
4) Stackable pallets must be stacked and shrink wrapped together as one pallet, otherwise regular pallet rates will apply. The load confirmation and BOL must also correlate with this rule. i.e. 4 Pallets into 2 pallet spots must be stacked and shrink wrapped into 2 pallets and the load confirmation or BOL must also state 2 pallets (even if it is 4 pallets) in order to be rated as 2 pallet spots, otherwise, if not wrapped together or properly documented, regular pallet rates will apply based on 4 pallets.

ITEM 11 - CLASSIFICATION RULES FOR CLASS TARIFFS:
1) To insure the correct assessment of freight charges and to avoid infractions of federal and state laws, Shippers must use proper commodity word descriptions on the bills of lading and shipping orders. Such descriptions must conform to those shown in the National Motor Freight Classification (STB NMF 100 Series).
2) Appropriate abbreviated descriptions are permitted provided the NMFC item is used and appropriate Sub number thereof are shown. Incomplete or improper commodity descriptions accompanied by a
class rating (i.e. “Class 70” or “FAK 70”) are not acceptable forms of abbreviation and shall not determine the classification rating applicable to such commodity. Packaging types are required for classification rating and must be shown.

3) If Carrier receives a bill of lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC item number is not valid or has expired, Carrier will make every effort to classify the freight according to the information shown. In the event Carrier, in its judgment, cannot determine the proper classification rating, the shipment will be assigned a class, and rates will be assessed on the basis of the shipment density.

4) On shipments where the commodities have been combined or attached to each other, and not specifically classified or described in this tariff or in the governing publications, the commodities will be charged at a rate of the highest rated article(s) of the combined unit. On a shipment subject to volume rates, the minimum weight will be the highest minimum weight provided for any article in the combination.

5) For commodities that are subject to different class ratings dependent upon the actual density or density group, Shippers must show on the bills of lading and shipping orders the actual density or density group for the commodity shipped. If the actual density or density group is not shown and the shipment is inadvertently accepted, Carrier will assess its charges on the highest class provided for such commodity not to exceed a class 400 rating (see Note).

6) The ratings, rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges, or other provisions or conditions published in this Tariff, abrogate and supersede those in the NMFC, which conflict.

7) When the rates or ratings in this Tariff are silent as to rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges, or other conditions, the rates or rating which are prescribed in such commodity items or exceptions to the NMFC, shall be subject to the terms (including estimated and minimum weights, shipping and packing requirements, or other provisions or conditions) prescribed therefore, in connection with the ratings in the NMFC on the same commodity.

Note: Upon submission of satisfactory documentation of the actual commodity shipped and where a proper description of articles can be determined, charges will be adjusted on the basis of the proper description, NMFC item and class. This documentation may be an invoice or packing slip along with a spec sheet or catalog page that lists the commodity description, weight and shipping dimensions; or a copy of the spec sheet or catalog page information identifying the freight that references the item indicated on the original bill of lading. A new bill of lading covering the same shipment or a copy of the original bill of lading with typed or handwritten description, weight, density or class changes is NOT acceptable documentation.
ITEM 12 – LEGAL HOLIDAYS:

**CANADIAN HOLIDAYS:**

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<th>Canada Day</th>
<th>Christmas Day</th>
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</thead>
<tbody>
<tr>
<td>Family Day (where applicable)</td>
<td>Civic Holiday (Ontario)</td>
<td>Boxing Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Labour Day</td>
<td></td>
</tr>
<tr>
<td>Victoria Day</td>
<td>Thanksgiving Day</td>
<td></td>
</tr>
</tbody>
</table>

**USA HOLIDAYS:**

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Memorial Day</th>
<th>Veterans Day</th>
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</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Independence Day</td>
<td>Thanksgiving Day/Black Friday</td>
</tr>
<tr>
<td>Inauguration Day</td>
<td>Labor Day</td>
<td>Christmas</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>Columbus Day</td>
<td>Good Friday</td>
</tr>
</tbody>
</table>

ITEM 13 - PICKUP AND DELIVERY:

Except as otherwise provided, rates in tariffs making reference to this Tariff include one pickup and loading, and one delivery and unloading, or one tender for delivery of a shipment at one site by the carrier during business hours are subject to the provisions indicated below:

a) **PICKUP:** At the request of the shipper, the carrier will furnish and place carriers’ vehicle at the loading site designated by the shipper to pick up a shipment tendered for transportation.

b) **DELIVERY:** The delivery of a shipment by the carrier to place of delivery specified on the bill of lading will include the placing of carriers’ vehicle at the delivery site designate by the consignee.

ITEM 14 - LOADING/UNLOADING:

1) **CARRIER LOADING:**

a) The carrier will furnish and place a vehicle at the loading site designated by the consignor to pick-up a shipment there tendered for transportation.

b) Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the carrier’s vehicle.

c) Carrier will furnish only one man per vehicle for loading, be the driver, helper, or any other carrier employee except as provided in Item 15 (EXTRA LABOR/LUMPER/SWAMPER).

2) **CARRIER UNLOADING:**

a) The delivery of a shipment by the carrier to the place of delivery specified on the Bill of Lading will include the placing of a vehicle at the delivery site designated by the consignee.

b) Freight will be unloaded at a suitable delivery site immediately adjacent to the delivery vehicle.

c) Carrier will furnish only one man per vehicle for loading, be the driver, helper, or any other carrier employee except as provided in Item 15 (EXTRA LABOR/LUMPER/SWAMPER).
3) **RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER:**
   a) Loading or unloading service does not include assembling, packaging, unpacking, dismantling or inspecting, sorting or segregating freight.
   
b) Loading or unloading service does not include furnishing by the carrier or use by the carrier employee of rigging or special loading or unloading equipment such as platform vehicles, winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in positions. When such equipment is required in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labour to operate such equipment at his expense, and shall assume responsibility for safe loading or unloading.
   
c) Where the consignor’s or consignee’s shipping or receiving facilities are not reasonably level with floor level of carrier’s vehicle, or where on account of weight, dimensions, or physical characteristics of pieces or packages the shipment cannot be handled by one man, consignor or consignee must furnish adequate means by which the freight can be moved onto or off carrier’s vehicle. In the absence thereof, rates in Tariffs governed by this Tariff will not include loading or unloading, except that carrier’s driver will render assistance.
   
d) When a shipment is tendered for delivery during normal business hours (i.e. from 8:00am to 5:59pm on Monday through Friday, except on legal holidays) and through no fault of the carrier such shipment cannot be delivered, redelivery charges will apply in addition to all other lawfully applicable charges.
   
e) If inside pick-up or delivery is requested to floors other than ground floor and such floors are inaccessible to trucks, pick-up or delivery may be made subject to an additional charge (see Item 27 for charges) provided that, elevator or escalator facilities and labour, when necessary to operate same, are provided without cost to the carrier.

**ITEM 15 - EXTRA LABOR/LUMPER/SWAMPER:**

When requested by the shipper or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge therefore will be as follows:

- Monday to Friday (during business hours) - $50.00/hr with a minimum of 4hrs per person. Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is complete.
ITEM 16 - DETENTION WITH POWER:
When vehicles with power are delayed or detained at the places of pick-up or delivery and takes longer than the standard free time, extra charges will apply.

<table>
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<th>WEIGHT</th>
<th>ALLOWED TIME</th>
<th>CHARGES</th>
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<tr>
<td>1 - 9,999lbs</td>
<td>30 Minutes</td>
<td>$75.00 Per hour, billed in 15 minute increments</td>
</tr>
<tr>
<td>10,000 – 19,999lbs</td>
<td>60 Minutes</td>
<td>($18.75/quarter)</td>
</tr>
<tr>
<td>Over 19,999lbs</td>
<td>90 Minutes</td>
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1) When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other. Free time for loading shall not begin until free time for unloading has expired.
2) Computation of time shall begin upon notification by the driver to the responsible representative of the shipper or consignee of the vehicle for loading or unloading. Time shall end upon completion of loading and receipt by the driver of a signed Bill of Lading or receipt for delivery.
3) When shipper tenders or consignee receives more than one LTL or any quantity shipment at one time, the combined weight will be used to determine free time.
4) The provisions and charges for detention of vehicle with power units will also apply to equipment owned by steamship lines, railroads, or third party leasing companies.
5) Allotted time starts once the vehicle arrives on site. If an appointment was required and the vehicle arrives prior to the scheduled time, the time shall begin to run from the scheduled time.

ITEM 17 - DETENTION WITHOUT POWER:
When the carrier spots/drops empty or loaded vehicles, without power units, on the premises of shipper or consignee for loading or unloading. Charges will be assessed as follows:

- Vehicles without power units will be allowed 24 hours free time for loading, unloading or customs clearance for each vehicle actually or constructively placed.
- The 24hrs free time shall commence at the time of actual placement.
- After expiration of free time provided, a fee of $100.00/day will apply until the vehicle is returned.
ITEM 18 - LIFTGATE SERVICE:
Where carrier is required or requested to employ hydraulic lifting or lowering devices to accomplish pickup or delivery of the goods to or from carrier’s vehicle.
Service requested under this item on the bill of lading will be assessed a charge. If the service is not performed, the charge will be cancelled.
Charge for liftgate as follows:

- Pickup and Deliveries in Canada - $50.00 flat per shipment
- Pickup and Deliveries in the US - $75.00 flat per shipment

The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

ITEM 19 - PRIVATE RESIDENCES:
Shipments which are picked up at or delivered to private residences will be subject to the following charges.
Includes, home based businesses, condominiums, apartments, camps, dormitories, estates, farms, ranches, rectories and other locations where the premises on which a dwelling for living is located.

- Pickup and Deliveries in Canada - $50.00 flat per shipment
- Pickup and Deliveries in the US - $75.00 flat per shipment

Before attempting delivery to private residences, the carrier must reach an agreement with the consignee or shipper regarding the date and time (approximate) of such delivery. This arrangement for delivery may be accomplished through a notation by the shipper on the bill of lading.

The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

ITEM 20 - RECONSIGNMENT:
A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

1) DEFINITIONS OF RECONSIGNMENT OR DIVERSION:
   a) A change in the name of the consignor or consignee.
   b) A change in the address of delivery within the original destination point.
   c) A change in the destination point.
   d) Cancellation of the shipment after commencement of loading.
   e) Refused shipments being returned to the original shipper.
2) CONDITIONS:
   a) Requests for reconsignment must be made or confirmed in writing and the carrier must be satisfied that the party making the request has the authority to do so. Conditional or unqualified requests will not be accepted.
   b) Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not preformed.
   c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
   d) Only entire shipments, not portions of shipments, may be reconsigned.
   e) An order for reconsignment of a shipment will not be considered valid, unless and until the original Bill of Lading is surrendered for cancellation, endorsed, or exchanged.
   f) Reconsignment will NOT be permitted on “In Bond” shipments.
   g) Carriers do not obligate themselves to notify consignees of arrival of shipment prior to delivery thereof, but when so requested in advance a reasonable effort will be made to do so.

3) CHARGES:
   Reconsignment as defined in Paragraph (1) will be subject to the following:
   - Change in documentation = $56.50 plus transportation to deliver to new destination, using Polaris Transportation Groups tariff, including any minimum charge, if applicable.

ITEM 21 - WEEKENDS, HOLIDAYS OR AFTER BUSINESS HOURS PICKUP OR DELIVERY:
When shipper or consignee requests carrier to pick up or deliver freight on Saturdays, Sundays, Holidays, or after business hours, such service will be subject to the following charges:

- $80.00/hr with a minimum of 2hrs ($160.00 min)

Note: After business hours (Monday to Friday) are between 6:00pm to 6:00am.

ITEM 22 - REDELIVERY:
When a shipment is tendered for delivery and, through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following charge:

- LTL - $50.00 min, $5.00/cwt
- TL - $160.00 min, $80.00/hr
ITEM 23 - VEHICLES FURNISHED, BUT NOT USED:
When the carrier, upon receipt of a request to pick-up a shipment, or to furnish a vehicle to pick-up a shipment, or for the exclusive use of a consignor, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the carrier the vehicle is not used, the following charges apply:

- LTL - $50.00
- FL local haul - $150.00 (within 25 miles of Toronto, ON)
- FL highway haul - $150.00 plus $2.00 per round trip mile to/from carriers terminal

ITEM 24 - REFUSED AND RETURNED FREIGHT:
1) When shipments are refused by consignee, carrier’s agent shall promptly notify the customer, giving reason for refusal. Such freight will be handled in accordance with this item and shall be subject to storage charges if applicable.
2) Shipments must be kept intact. If consignee refuses any part of a shipment, the whole shipment will be considered refused and delivery withheld until authority is obtained from shipper to deliver a portion only.
3) Refused shipments shall be:
   - Returned to the place of original pick-up or;
   - Relinquished at carriers terminal to consignor or to consignor’s representative; or
   - Delivered to such location as may be agreed between the shipper and carrier.
4) Unless otherwise agreed, when reference is made hereto, the charge will be as follows:
   - $5.00/cwt subject to a $50.00 minimum charge.

ITEM 25 - DROP OR SPOT TRAILER/CONTAINER:
Trailers or containers may be “dropped” or “spotted” without power units in order to facilitate loading or unloading. When the carrier spots empty or loaded vehicles, without power units at consignor’s or consignee’s premises for loading or unloading the following charges will be assessed:

- 24hrs free from the time the trail/container was dropped or spotted
- Local haul - $150.00
- Highway haul - $150.00 plus $2.00 per round trip mile to/from the carriers terminal

ITEM 26 - DELIVERY BY APPOINTMENT:
Any shipment where the carrier is required to make delivery during a specified time and/or date other than on its normal delivery schedule, including any shipment where the carrier is required to contact the consignee prior to delivery, shall be considered an appointment and is subject to the following charge:

- Eastern Ontario- $100.00 per appointment
- All other areas - $25.00 per appointment
ITEM 27 - INSIDE PICKUP OR DELIVERY:
When requested by the shipper or consignee, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions. Inside pickup or delivery service will be subject to the following charge:

- Pickup and Deliveries in Canada - $50.00 flat per shipment (not including detention with power, see detention with power rules regarding allot time per shipment).
- Pickup and Deliveries in the US - $75.00 flat per shipment (not including detention with power, see detention with power rules regarding allot time per shipment).

The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges.

ITEM 28 - CROSS DOCK FEES:
The carrier, at the specific request of the customer, will at the carrier’s warehouse unload freight from one trailer or container and reload the freight into another trailer or container. The charge of this service is as follows:

a) LTL - $10.00 per pallet
b) FL skidded freight - $250.00 per trailer/container
c) FL loose freight - $600.00 per trailer/container

ITEM 29 - BORDER PROCESSING FEE:
Unless otherwise agreed on, the following border processing fee will apply on all cross-border shipments between Canada and the United States. The fee will be billed to and payable by the party responsible for the line haul freight charges and will be in additional to all other applicable charges.

- $25.00 per shipment

ITEM 30 - FUEL SURCHARGE PROGRAM:
Shipments to/from the United States and Canada and within the United States will be subject to the following fuel surcharge.

1) Shown below are the fuel surcharge percentages that Polaris Transportation Group will apply to net freight charges. The surcharges are dependent on shipments’ origins and destinations and based on the U.S. Department of Energy (DOE), published by the Energy Information Administration (EIA). Fuel indices are updated and available after 4:00 PM Central Time each Monday by telephone at (202) 586-6966 or at the DOE website http://www.eia.gov/petroleum/gasdiesel/. The fuel indices provided by the DOE are the industry standards used by most transportation companies.
2) Polaris Transportation Group’s applicable surcharges become effective on the Monday when the fuel index is available from the DOE, unless Monday is a Holiday and then the fuel index is available from the DOE on the Tuesday.

3) LTL is defined as any one shipment that occupies 28 linear feet of trailer or less and/or weighs 28,000lbs or less.

<table>
<thead>
<tr>
<th>Fuel Surcharge on US Department of Energy National Index Average</th>
<th>Fuel Surcharge Will Be For LTL Shipments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal to or Greater Than:</td>
<td>But Less Than:</td>
</tr>
<tr>
<td>$ 2.50</td>
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</tbody>
</table>
Shipments within Canada will be subject to the following fuel surcharge:

1) Rates and charges are subject to the applicable fuel surcharge in effect at the time of shipping as published by the Freight Carrier’s Association (FCA).

2) Fuel indices are updated and available after 12:00PM each Thursday at http://www.fca-natc.org/ or by calling 800-559-7421.

3) Polaris Transportation Group’s applicable surcharges for Canada, becomes effective on the following Monday after the update from FCA has been published on Thursday.

4) LTL is defined as any one shipment that occupies less than 10 linear feet of trailer, and/or less than 10,000lbs. Shipments which are 10 linear feet and/or 10,000lbs or greater will be defined as TL.

**ITEM 31 - STORAGE:**

Undelivered freight and freight awaiting transportation, held in or on the carrier’s premises or truck by reason of an act or an omission of the consignor, consignee or owner, or for custom clearance or inspection and through no fault of the carrier, will be considered stored and subject to the following storage provisions:

1) **Computation of time:**

   a) Storage charges on freight awaiting transportation will begin 24hrs after freight is received by carrier, or immediately after one attempted delivery.

   b) Storage charges will end at 7:00 AM of the day which the carrier receives instructions to delivery or transport the freight, unless such instructions specify delivery or transportation at a later date, in which case charges will end at 7:00 AM of the date specified.

   c) Any fraction of a day will be counted as a day.

   d) Weekend (Saturday and Sunday) and Holidays will not be included in the computation of free time, but will be included in the assessment of charges.
2) Charges (LTL only):
$45.00 per day minimum per shipment, or $2.15 per cwt per day.

**ITEM 32 - TRADE SHOW/EXHIBITION SITES:**

1) Shipments originating at or destined to trade shows/exhibition sites will be subject to an additional charge. Please contact Polaris Transportation Group for more details.

2) Drayage fees will still apply to all North American Show Moves.

3) Goods are subject to a Minimum Density of 10lbs per Cubic Foot or Actual Weight (whichever is greater)

4) Late Cancellation (For Booked Moves Cancelled Less than 3 hours before scheduled P/U), will be subject to a fee of $200.00.

**Detention for trade shows/exhibitions**

<table>
<thead>
<tr>
<th>WEIGHT</th>
<th>ALLOTED TIME</th>
<th>CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTL</td>
<td>30 Minutes</td>
<td>$75.00 per hour</td>
</tr>
<tr>
<td>Half T/L</td>
<td>60 Minutes</td>
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</tr>
<tr>
<td>T/L</td>
<td>120 Minutes</td>
<td></td>
</tr>
</tbody>
</table>

**ITEM 33 - LIABILITY STATEMENT:**

This rule explains the liability limits and conditions established by Carrier for all shipments handled.

**Liability for all Shipments (Excluding Mexico – See Item #34):**

1) In no event shall the Carrier be liable to any party for loss of profit, income, interest, attorney fees or are incidental, consequential, special, punitive or exemplary, whether or not Carrier knew or should have known that such damages might be incurred by the Shipper, Consignee or a Third party. Where the rate is dependent on value, Shippers are required to state specifically in writing on the bill of lading the declared value of the property.

2) Unless the Shipper declares excess value on the Bill of Lading, requests excess liability coverage, and pays an additional charge, Carrier’s maximum liability is $2.00 per pound per individual lost or damaged piece within the shipment, subject to $150,000.00 maximum total liability per shipment.

**ITEM 34 –LIMITATION OF LIABILITY – MEXICO:**

1) Any shipment originating outside of Mexico with ultimate destination in Mexico, or originating in Mexico with ultimate destination outside Mexico, Polaris Transportation Group shall have no liability either for itself or for any Mexican Carrier involved in the move, for loss, damage or delay which occurs within Mexico, or while in the possession of the designated custom broker, freight forwarder, drayage company, etc.
ITEM 35 - EXCESS VALUATION:

1) All rates and charges are based on a liability not exceeding $2.00 per pound, unless a higher value is declared by the shipper.

2) The Shipper may request “Excess Valuation Coverage” and if the carrier accepts liabilities up to a stated declared value, an excess valuation charge of 2% of the total declared value in excess of $2.00 per pound will be assessed, subject to a minimum charge of $75.00 per shipment.

3) Proper invoices must be supplied to verify the value of goods.

4) All valuation charges are payable by the customer.

5) The fee for excess liability coverage is not recoverable in the event of cargo claim for loss or damages.

6) Where the rate is dependent on value, Shippers are required to state specifically in writing on the bill of lading the declared value of the property.

7) For items of “excess valuation” approval must be granted by Carrier’s operations management for Director of Cargo Claims and Quality. When approved in advance, excess liability coverage as defined above will be applicable.

ITEM 36 - CLAIMS FOR OVERCHARGES, SHORTAGES AND DAMAGES:

1) The consignee must note any apparent damages or shortages to the shipment on the delivery receipt AT THE TIME OF DELIVERY. The shipper or consignee must immediately report the potential damage, loss or shortage to the carrier via email or by fax (attention OS&D).

2) In the case of damage, the carrier may exercise the right to arrange for a cargo damage inspection and take photographs. In the meantime, the consignee must not unpack, disturb or discard any of the packaging or product. Disturbing the shipment could disqualify your claim. Packaging must be retained for inspection by Polaris Transportation Group.

3) Any shipments that are shipped at the Owner’s Risk shall relieve the carrier from liability for any loss or damage to the shipment.

4) Materials must be properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation and the National Motor Freight Classification as shown in the NMFC 100 Series.

5) Salvage on damaged goods must be retained by the customer in the event a claim is paid. The salvage will then be given to the Carrier.

6) The failure of a claimant to act upon a written request for documentation, freight charge payment, claim amendment, salvage request or return a proof of loss statement within thirty (30) days from the date of written request will cause the claim to be denied and it shall not be reopened.

7) Claims less than $35.00 will not be honored. Administrative costs and following up on such claims would normally exceed the amount of recovery for the customer. Carrier’s position is that filing and processing such claim is not economically prudent for any of the parties.

8) The following documents must accompany the claim:
a) Original supplier’s invoice showing the value of the shipment.
b) Original bill of lading.
c) Final proof of delivery.
d) Itemized invoice outlining loss or damage to the shipment.
e) Copy of original paid freight bill.

9) Damages and shortages must be explicitly noted on the proof of delivery when such delivery is made. The following notations are not acceptable and will not entitle a claim to be filed.
   a) Subject to Inspection.
   b) Possible Shortage.
   c) Possible Damage.

10) Time limit for filing claims:
   a) Damage claims must be filed within 60 days from delivery.
   b) Shortage claims must be filed:
       - Part of shipment lost – 60 days.
       - Complete shipment lost – 9 months.

**ITEM 37 - NO LIABILITY:**

1) The carrier will not be liable for:
   a) Damage, shortage or loss of any product or goods shipped at Owner’s Risk as defined by this tariff or otherwise.
   b) Damage, shortage or loss caused by improper or inadequate packaging, sealing, crating, loading, securing, or by any action or inaction that renders the good or product unable to withstand the ordinary rigours of transportation.
   c) Hidden damage
   d) Damage, shortage or loss on shipments tendered to carrier as Shipper’s load and count.
   e) Damage, shortage or loss caused by inherent defects/vice of the product or goods shipped.
   f) Damage, shortage or loss as a result of infidelity, dishonesty or willful misconduct of any person in the employment of the carrier, any interline partner, agent or representative of the carrier.
   g) Damage, shortage or loss as a result of conditions beyond the carriers control including but not limited to fire, explosions, lockouts, strikes, labour disputes, war, insurrection, terrorist attack, derailment, acts of public enemies, acts of governmental authority, embargos, quarantines, or acts of God including floods, tornadoes, earthquakes, unusually severe weather, or natural disaster.
   h) Damage, shortage or loss as a result of direction to the carrier by the consignor, consignee or agents/representatives thereof.
i) Any costs or penalties arising from late deliveries or missed appointments. The carrier is not responsible for consequential loss or fines as a result of delay in delivery or non-compliance of the consignee’s procedures.

j) Damage or loss where the Carrier has not inspected the cargo and there are no photographs of the cargo prior to it being moved, unpacked, discarded or otherwise disturbed.

**ITEM 38 - DAMAGE TO CARRIER EQUIPMENT:**

1) The shipper or consignee shall be responsible for reporting any damage to and paying for repairs to the carrier’s equipment including but not limited to power units and vehicles, trailers and containers caused by shipper or consignee as the case may be. The repair bill will be assessed against the customer regardless of the party responsible for the damage plus a service fee of $50.00 per occurrence.

2) The shipper or consignee shall ensure that the carrier’s equipment is not used for any purpose that is not within the scope of the service contracted for or otherwise explicitly agreed to by the carrier. Misuse includes but is not limited to movement of the carrier’s equipment without an interchange agreement, improper loading, storage, shunting, etc... A misuse fee of $500.00 per occurrence will be assessed against the customer regardless of the party responsible for the misuse.

**ITEM 39 - BILL OF LADING AND FREIGHT BILL CORRECTIONS:**

1) Carrier’s transportation services are governed by the Uniform Straight Bill of Lading terms and conditions shown in the NMFC in effect on the date of the shipment, unless modified by the rules and charges published in this tariff, or covered in a separate agreement between the Shipper and Carrier. A bill of lading form provided by Polaris Transportation Group, either as a hard copy form or through the use of its web site resources meets the requirements of the Uniform Straight Bill of Lading for these purposes. If a Shipper elects to use a non-authorized bill of lading contract or other form of freight receipt, such non-authorized forms are not contracts of carriage and Carrier will not be subject to its terms and conditions. The terms and conditions of the Uniform Straight Bill of Lading shall apply and govern.

2) Where a bill of lading issued by the Shipper is a non-authorized form, a driver or other carrier signature will acknowledge receipt of the freight only. Carrier driver’s signature does not constitute acceptance of any terms (including, but not limited to, notations regarding special or consequential damages) which conflict or are inconsistent with the Uniform Straight Bill of Lading terms and conditions. Continued use of unauthorized bills of lading by Shipper does not constitute an implied acceptance or ratification by Carrier.

3) When the bill of lading does not indicate which party (Shipper, Consignee or 3rd party) is responsible for payment of the freight charges, the freight charges will be billed prepaid and freight charges assessed against the party identified as the shipper on the bill of lading, or its agent.
4) Any time Carrier must issue a freight bill correction, due to no fault of Carrier, to correct any invoice, freight bill or delivery receipt which was billed correctly by Carrier in accordance with the original bill of lading, the following provisions will apply:

   a) Prior to delivery, a request to change the payment terms (prepaid or collect) or to add or change a third party payor on a freight bill will be permitted upon receipt of a corrected bill of lading (“CBOL”) or letter of authority (“LOA”) with written instructions from the Shipper. The fee to change a freight bill or issue a freight bill correction prior to delivery for payment terms, name or address or payor or otherwise is $28.00.

   b) After a shipment has been delivered, but prior to receipt of payment, a change in payment terms or payor will not be permitted unless written authorization is provided to Carrier by the party (Shipper, Consignee or third party) assuming responsibility for payment. Carrier reserves the right to disallow a requested change after shipment delivery if the new payor has not been extended credit, or if the bill of lading has been signed by the consignor, or if the shipment has been lost or damaged. The correction fee will be assessed against the Shipper unless the payor authorizes the change and agrees to pay or guarantees the payment of the fee. The fee to change a freight bill or issue a freight bill correction after delivery for payment terms, name or address of payor, or otherwise is $28.00.

   c) After payment has been received based on the original terms of the bill of lading, requests to change the party responsible for payment of the freight charges may not be allowed without Carrier’s approval. Carrier reserves the right to disallow a requested change after payment has been received if the new payor has not been extended credit. If a refund is requested, no refund shall be made until payment has been received. The correction fee will be assessed against the new payor. The fee to change a freight bill or issue a freight bill correction after payment has been received is $28.00.

   d) CBOL and/or LOA will not be accepted: (i) to change the released, declared or actual value of the commodity on the freight bill; (ii) to change the weight, commodity, cubic feet or density after freight has delivered, unless proof of weight, commodity or density can be established and accepted by Carrier as satisfactory proof. “Proof” is described as an invoice or packing slip along with a pre-printed spec sheet or catalog page, which lists the commodity description, weight and shipping dimensions. If an invoice and packing slip are not available, then a copy of the spec sheet or catalog page information identifying the freight must correspond to an order/product number, which can also be found on the original bill of lading. A new bill of lading covering the same shipment or another copy of the original bill of lading with typed or hand-written description, weight, density or class changes will NOT be accepted as proof; or (iii) to change a Shipper name/address or a Consignee name/address after freight has delivered.
ITEM 40 - IN BOND FEES:
All shipments destined to Canada that fail to clear Customs at the border, through no fault of the Carrier, may be assessed one or more of the following charges:

1) In Bond Fee:
   a) All shipments destined to Canada that fail to clear Customs at the border and must be held in a Customs Bonded Warehouse until cleared by Customs, will be assessed a charge of $50.00

2) Customs Exam Fee:
   a) All shipments called for inspection by the Canada Border Services Agency (CBSA) or other government department (OGD) will be assessed a $50.00 handling fee in addition to other charges that may be assessed to the Carrier by the Sufferance Warehouse inspection site.

3) Storage fees:
   a) All shipments held in a Custom Bonded Warehouse pending release from Customs will be assessed a storage fee (see Item 31 for Storage fees and conditions).

ITEM 41 - CONSTRUCTION SITE/JOB SITE:
A construction site/Job site is defined as a location where a facility is being built, erected or renovated, by one or more contractors, and the shipment is consigned to the contractor, c/o the facility being developed. Shipments consigned to construction sites will be assessed a charge of $75.00.

ITEM 42 - QUOTATIONS:
1) When the carrier is requested to furnish an estimate of published Tariff charges, either in writing or orally, such estimate will, if practicable, be given based on effective published Tariff provisions as applied in the facts concerning shipments, which are made known to the carrier.

2) Estimate of freight charges are furnished only as a convenience to the shipping public and represents nothing more than an approximation of freight charges, which are not binding either the carrier or the party requesting the estimate. If details provided for quoting purposes change at time of shipping, the quotation will become null and void and general Tariff rates will apply according to the new details.

3) All transportation charges on shipments will be assessed on the basis of published Tariff provisions in effect at the time of shipment as applied to the commodity shipped and the transportation and related services performed in connection therewith.

ITEM 43 - WEIGHING AND REWEIGHING:
The carrier reserves the right to weigh any shipment for the purpose of checking weight for revenue billing and to determine whether same conforms to State, Federal or Municipal laws, as to the maximum weight. Any penalties incurred by the carrier for overweight shipments when shipper weight is accepted and applied by the carrier are the responsibility of the shipper.
ITEM 44 - INSPECTION OF FREIGHT:
The Carrier reserves the right to inspect all shipment handled by Polaris Transportation Group at any time for any reason, including but not limited to, confirmation that the shipment contains the items described on the bill of lading, that the shipment does not violate applicable laws, rules, regulations or tariff provisions, or for any other reason determined as necessary in our sole discretion. However, we are not obligated to perform any such inspection and we do not promise that acceptance by us of your shipment is proof of your compliance with any such applicable provisions. By tending the shipment to Polaris Transportation Group, shipper, consignee, and any interested third party consent to such inspections and agree that Polaris Transportation Group will not be held liable for loss, damage, action or event arising out of such inspection, except to the extent that Polaris Transportation Group is grossly negligent in performing the inspection.

ITEM 45 - PROHIBITED ARTICLES:
The following property will not be accepted by the carrier for shipment under any circumstances:

<table>
<thead>
<tr>
<th>Biological Products</th>
<th>Garbage</th>
<th>Poisons of any kind</th>
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<tbody>
<tr>
<td>Carbon Black</td>
<td>Hazardous waste</td>
<td>Live creatures, including livestock &amp; poultry</td>
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<tr>
<td>Corpses</td>
<td>Nitrocellulose</td>
<td>Scrap metal</td>
</tr>
<tr>
<td>Diagnostic Specimens</td>
<td>Perishable foods</td>
<td>Propane fuel</td>
</tr>
<tr>
<td>Explosives (All classes &amp; divisions including ammunition)</td>
<td>Poisonous/infectious substances</td>
<td>Freight liable to damage other freight or the carriers vehicle</td>
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<tr>
<td>Firearms</td>
<td>Radioactive substances</td>
<td>Hides of skins</td>
</tr>
<tr>
<td>Flammable solids</td>
<td>Vehicles, motorized/self propelled</td>
<td>Bulk commodities</td>
</tr>
<tr>
<td>Contraband Freight</td>
<td>Nitrogen Fertilizer</td>
<td>All Polychlorinated Biphenyl or PCB contaminated waste</td>
</tr>
<tr>
<td>Water vehicles with or without power</td>
<td>Personal Effects</td>
<td>Any Glass products</td>
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