



**TRIPLE CROWN SERVICES COMPANY
EXEMPT INTERMODAL TRANSPORTATION
RULES CIRCULAR 200**

APPLYING ON

**TRIPLE CROWN EXEMPT INTERMODAL TRANSPORTATION,
BROKERAGE SERVICE AND MOTOR CONTRACT
CARRIER SERVICE**

NOTICE:

This Circular cancels and supersedes all prior versions of Triple Crown Services Company Exempt Intermodal Transportation Rules Circular No. 100 and No. 200.

Issued by:
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2720 Dupont Commerce Court
Fort Wayne, Indiana 46825

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| | |
|---|----|
| Application of Mileage: Rule 50..... | 4 |
| Application of Rules: Rule 10..... | 3 |
| Bill of Lading: Rule 40 | 4 |
| Claims - Cargo: Rule 250 | 13 |
| Claims - Overcharge: Rule 270..... | 15 |
| Claims - Procedures: Rule 260 | 14 |
| Compliance with Laws: Rule 290..... | 16 |
| Congestion Charge: Rule 165 | 9 |
| Customs Clearance: Rule 150..... | 7 |
| Definition of Terms: Rule 30..... | 3 |
| Detention - With Power: Rule 210..... | 11 |
| Detention - Without Power: Rule 220..... | 12 |
| Electronic Data Interchange: Rule 280 | 15 |
| Expedited Highway Service: Rule 70 | 5 |
| Fuel Surcharge: Rule 172..... | 9 |
| Governing Publications: Rule 20 | 3 |
| Labor Charge: Rule 180..... | 10 |
| Layover: Rule 185..... | 9 |
| Limitation of Service: Rule 140..... | 7 |
| Loading Requirements: Rule 90 | 6 |
| Loss or Damage to TCS Equipment: Rule 225 | 13 |
| Payment of Charges: Rule 160 | 8 |
| Pickup and Delivery: Rule 60..... | 4 |
| Protective Service: Rule 110..... | 7 |
| Reconsignment and Redelivery: Rule 190..... | 10 |
| Refused Shipment: Rule 240 | 13 |
| Released Value: Rule 230 | 13 |
| Restricted Material: Rule 80 | 5 |
| Special Permits: Rule 207 | 10 |
| Stop Offs: Rule 170 | 9 |
| Successor Customer: Rule 55 | 4 |
| Unit Ordered, Not Used: Rule 205..... | 10 |
| Weight Restrictions: Rule 100 | 7 |

Rule 10 - Application of Rules

Unless otherwise specified in individual rate quotations, or contracts this circular (including all exhibits and other items incorporated by reference) contains all the terms and conditions of the offer of Triple Crown Services Company, hereafter referred to as TCS, to provide exempt intermodal freight transportation, brokerage services and contract motor carrier services. The offer is limited to these terms and conditions. Any tender of a Shipment under different or additional terms and conditions will be accepted only by prior agreement of TCS in writing.

Any contracting party accepts the offer by tendering a Shipment to TCS, giving shipping instructions for a Shipment that is, has been, or will be tendered to TCS or accepting notice of arrival of, or Delivery at destination of, a TCS shipment.

Rule 20 - Governing Publications

This circular is governed by the publications and their supplements, amendments, and reissues contained on Exhibit A attached hereto and incorporated herein by reference.

Rule 30 - Definition of Terms

A Unit is a RoadRailer, ReeferRailer, Container on Flat Car ("COFC") or Trailer on Flat Car ("TOFC").

A Shipment is a quantity of freight ordered at one time by the ordering party to be moved in one Unit or it is an empty Unit tendered to TCS subject to revenue billing.

Pick-Up is the service provided by TCS in calling for and collecting a Shipment from the consignor or consignors and receiving therefore.

Delivery is the service provided by TCS in notifying the consignee or consignees of Shipment arrival at the ramp and/or spotting or dropping the Shipment at Consignee'(s) premises.

Power is a highway truck used to pull Units.

Equipment with Power is a Unit accompanied by Power.

Equipment without Power is a Unit not accompanied by Power.

Payor is the party responsible for the payment of freight charges.

Customer is the party being provided Pick-up or Delivery or stop off service.

To Drop equipment is to position it and leave it unattended without Power in the full possession of the Customer at its premises for loading and/or unloading.

A Hazardous Material is any hazardous or environmentally unsafe (as designated by the Environmental Protection Agency) material, hazardous substance, extremely hazardous substance, toxic substance, dangerous article, radioactive material, explosive or other commodity defined as hazardous by the U.S.

Department of Transportation or in any other federal or state regulation and any other material requiring labeling, placarding or emergency response information by the U.S. Department of Transportation or in any other federal or state regulation.

EDI is electronic data interchange in the format or using the protocols or technical transmission specifications required by TCS or agreed upon by the parties.

Rule 40 - Uniform Bill of Lading Conditions: Shipping Orders

(A) When property is transported subject to the provisions of this Circular, the acceptance and use of the uniform domestic motor carrier straight bill of lading are required (See Specimen attached hereto as Exhibit C.) The "straight" bill of lading is to be used for Shipments consigned or destined to a specific person. The bill of lading shall function as a receipt for the merchandise only and shall not be interpreted as adding additional rules, conditions, or stipulations to the terms of the bill of lading. TCS will not accept Shipments on an "order" bill of lading, nor accept COD shipments.

(B) Shipments tendered to TCS must include adequate shipping orders including name of consignee, destination, any special service provided for in the individual rate quote, and hazardous material information or other instructions. Name and telephone number of party to be notified at destination must also be included to expedite delivery.

(C) The bill of lading must clearly specify Prepaid, Collect, and/or Third Party billing if applicable. If this information is incorrect, a corrected bill of lading must be supplied to TCS.

(D) To the extent the terms of any Bill of Lading conflict with the terms of this Circular, the terms of this Circular shall govern.

Rule 50 - Application of Mileage

(A) Except as otherwise provided, where rates or charges are based on mileage, the distance or mileage shall be that shown in the Mileage Guide referenced in Exhibit A.

Rule 55 - Successor Customer

If TCS provides intermodal or motor carrier transportation for a Customer, and the Customer is acquired by or merged with another entity or otherwise changes its identity, Customer must notify TCS in writing within two (2) weeks after the acquisition, merger, or change in identity. If Customer does not notify TCS of the change, TCS will not be responsible for overcharges or other contested charges resulting from the change until the required notice is received.

Rule 60 - Pick-up and Delivery Service

The rates applicable to each Shipment governed by this circular include one Pick-up and one Delivery from or to a point directly and readily accessible to TCS's equipment within the limits of the cities, towns,

or other locale where the rates apply. Rates for delivery to any other location shall be in accordance with Exhibit A.

Rule 70 - Expedited Highway Service

When a shipment is delayed through no fault of TCS and fails to depart the origin TCS terminal on the scheduled rail movement, or the Customer or Payor requests TCS to expedite a shipment prior to its scheduled rail departure from the origin TCS terminal, at the request of the Customer or Payor, TCS will expedite a Shipment over the highway, for a charge as determined by TCS and communicated in advance, when possible, to Customer.

Rule 80 - Restricted Materials

(A) Customer shall not tender and TCS will not accept for transportation any hazardous waste, as defined at 49 CFR 261 or by any other federal or state hazardous materials regulations.

(B) Customer shall not tender and TCS will not accept for transportation any municipal, residential, industrial, liquid, or solid, garbage or waste or offensive or objectionable cargo or cargo which might adulterate or contaminate cargo or trailers.

(C) TCS must be notified of hazardous products at the time of tender. Customer may tender and TCS may accept for transportation a Hazardous Material classified as ORM (other regulated commodity) or non-placarded radioactive material (requiring Radioactive White-I and Radioactive Yellow-II labels) or a Hazardous Material listed in Table 2 of 49 CFR 172.504. Customer shall not tender and TCS will not accept for transportation any other Hazardous Material. The charges reflected on Exhibit A shall apply to all shipments that are placarded as containing Hazardous Material.

(D) A Customer tendering any Hazardous Material for transportation must comply with all applicable regulations of the U.S. Department of Transportation governing transportation of Hazardous Materials.

(E) A Hazardous Material tendered as all or part of a Shipment must be identified precisely and clearly by proper shipping name and hazard class on shipping instructions or other documentation accompanying the Shipment. All shipping paper information required by regulations of the U.S. Department of Transportation must be included with the shipping instructions or other documentation for a Shipment containing a Hazardous Material.

(F) When tendering TCS a Hazardous Material Shipment, the shipper must provide appropriate placards meeting the U.S. Department of Transportation standards and must provide extra placards if requested.

(G) When unloading a Hazardous Material Shipment and prior to release of a Unit after movement of a Hazardous Material, Customer shall remove or arrange for removal completely of all lading, dunnage, blocking, bracing, strapping and any and all material that was part of the Hazardous Material Shipment, including all residue or contamination.

If a Unit is released after unloading a Hazardous Material and all Hazardous Material, residue, and contamination was not unloaded or removed, or if the Unit must be decontaminated and repaired:

1. TCS may return the Unit to Customer for complete unloading and treatment and repair at the Payor's expense to be billed at the rate reflected on Exhibit A attached hereto.

2. TCS may remove and dispose of any material, residue, or contamination remaining in the Unit and repair the Unit in accordance with applicable statutes and regulations, and Customer will reimburse TCS for the cost of unloading and removal of any Hazardous Material, residue or contamination, decontamination and repair of the Unit, disposal of the Hazardous Material, residue or contamination, reasonable administration of the unloading, removal, decontamination and disposal and cost to repair; or,

3. If in the sole judgment of TCS, a Unit cannot reasonably be decontaminated or repaired, the Unit will become the property and responsibility of Customer, and Customer will pay TCS the replacement value of the Unit (to be valued as if not contaminated), will make all arrangements and pay all transportation costs for removal of the Unit from TCS property, and will pay any and all treatment, storage or disposal cost for the Unit.

4. In the event of any unintended or improper discharge of a Hazardous Material, Customer shall be liable for any and all cleanup costs and charges for any related services. To the extent TCS has paid for the same, Customer shall reimburse TCS in full for all such amounts paid.

(H) If a Hazardous Material not acceptable for transportation by TCS is loaded in a Unit, if a Hazardous Material is not identified precisely and clearly on the Shipping Instructions or the Shipping Instructions do not include all required shipping paper information, or if a Unit is released after unloading a Hazardous Material and all Hazardous Material, residue and contamination was not unloaded or completely removed or the Unit must be decontaminated or repaired, Customer will be responsible for and will defend, indemnify and save harmless TCS, its partner corporations, their parent corporations, and its affiliates and their officers, agents, and employees from any loss or damage to any property whatsoever (including lading) or any injury or death of any person whomsoever (including officers, agents, and employees of TCS, its partner corporations, and its affiliates) that arises out of, directly or indirectly, the tender of the unacceptable Hazardous Material, the lack of identification or information, or the failure to unload or remove completely all Hazardous Material, residue and contamination, regardless of cause, and will reimburse TCS, its partner corporations, and its affiliates and their officers, agents and employees for all costs, expenses, including but not limited to reasonable attorneys' fees, damages, fines, penalties, and other liabilities in connection therewith, and upon request of TCS, will assume the defense of any and all lawsuits, administrative actions or other proceedings or claims brought in connection therewith.

Rule 90 - Loading Requirements: Dunnage

(A) Unless otherwise specified by TCS, Customer must tender freight loaded and packed in a reasonably safe and practical manner for normal highway transportation or in the case of a COFC and/or TOFC shipment, in accordance with the standards set forth in the Association of American Railroad (AAR) Intermodal Loading Guide for Products in Closed Trailers and Containers ("AAR Guidelines") and/or any other governing publications set forth in Rule 20. TCS assumes no responsibility for Shipment damages to freight not so tendered.

(B) Any temporary blocking, lining, racks, or similar bracing or supports, needed or used to protect and secure a Shipment, must be furnished and installed by the Customer at Customer's expense.

(C) When temporary blocking, bracing, or similar supports needed or used to protect and secure a Shipment are installed or removed by the Carrier or its representative, a charge as reflected on Exhibit A will be assessed.

Rule 100 - Weights - Maximum; Weighing

Customer shall not tender any Unit or Trailer whose gross or axle weight exceeds the maximum permissible under federal, state, and/or municipal laws. In no event shall Customer tender TCS lading which weighs in excess of 45,000 lbs. including any pallets, packaging materials, dunnage etc. The Customer shall notify TCS of any Shipments with lading in excess of 42,000 lbs. including any pallets, packaging materials, dunnage etc. at time of Pick up or acceptance by TCS. Customer shall be responsible for any and all costs or charges associated with overweight Units as reflected in Rule 190. In addition, in the event TCS receives a penalty or fine with regard to a Unit being overweight, Customer shall reimburse TCS in full for the same. Question-are any changes needed to this section?

Rule 110 - Protective Service

Unless otherwise agreed to in writing and prior to loading, TCS does not provide protective service against heat or cold and does not assume liability for damage to Shipments for which protective service against heat or cold is required. Any notation to the contrary on a Bill of Lading or other document shall be ineffective to change the terms of this Rule and any such documents shall be subordinate to the terms of this Rule 110 and to the terms of this Circular.

Rule 140 - Limitation of Service

(A) TCS is not required to Pick up or Deliver freight at a location from or to which road conditions make it impracticable to operate carrier's equipment.

(B) TCS will use its best efforts to meet all scheduled Pick up and Delivery times, but TCS does not guarantee such performance and shall have no liability for delay in delivery. Any notation to the contrary on a Bill of Lading or other document shall be ineffective to change the terms of this Rule and any such documents shall be subordinate to the terms of this Rule 140 and to the terms of this Circular.

(C) TCS's obligation to accept Shipments and to provide services shall be subject to capacity constraints, availability of appropriate Units, equipment, personnel, and requirements or ordinances or laws limiting or regulating the transportation of the property or use of the Unit.

(D) Rates governed by this circular do not provide TCS's securing or providing of special permits, bonds, or escorts.

Rule 150 - U.S./Canadian Customs Clearance

(A) U.S. or Canadian customs personnel may inspect Shipments for clearance for a charge as reflected in Exhibit A during normal business hours when such Shipments have moved via TCS under carrier's bond. TCS does not provide for the unloading, segregating, or reloading of freight when required to accomplish customs clearance; such handling and any expenses therefore are the responsibility of the

Payor. If a customs inspection of a Unit requires that the Unit be removed from the train for inspection, charges for customs inspections as reflected in Exhibit A will be assessed.

- (B) There will be no charge for normal customs clearance of Shipments at the U.S./Canada border.
- (C) TCS will provide service via specified border crossing points and/or specified interior customs sufferance warehouses in lieu of normal customs clearance for an additional charge as reflected in Exhibit A. The party requesting such customs services shall pay TCS charges for those services.
- (D) When freight moves under Triple Crown's bond an additional charge, as reflected in Exhibit A, will be assessed.

Rule 160 - Payment of Charges

- (A) Rates and charges for TCS transportation and related services are set forth in individual rate quotations and this Circular. They are stated in lawful money of the United States of America. Payment of charges must be made in funds of the United States of America.
- (B) When satisfactory arrangements for credit have been made between TCS and the Payor, the standard credit period shall extend 15 calendar days (including Saturdays, Sundays, and legal holidays) from the first 12 o'clock midnight following the date of the invoice. Payment for all invoices not received within credit terms will be subject to a finance charge of one percent (1%) per month (twelve percent (12%) per annum). Finance charges will accrue daily at a daily rate of 0.0329% (12%/365 days) until payment is received by TCS.
- (C) Unless otherwise provided in this circular or specified by TCS in writing, all freight charges (including freight charges and charges for services provided for in Exhibit A attached hereto, including but not limited to Rules 50, 60, 70, 80, 90, 100 150, 165, 170, 180, 185, 190, 205, 225, 210, 220, 230 and 240 and Exhibit B) are payable by the Payor to TCS at the following address:

Triple Crown Services Company
P.O. Box 10221
Fort Wayne, Indiana 46851-0221
- (D) TCS reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges are not received pursuant to third party billing.
- (E) If TCS fails to collect charges owed under Paragraph (C) above from the party responsible for such payment, the Payor of the subject Shipment freight charges shall pay TCS such uncollected charges.
- (F) Should TCS retain an attorney or collection agency to collect the unpaid charges, the Payor will be liable to TCS for reasonable attorney's fees incurred in connection with collection of unpaid amounts.
- (G) Should TCS file suit to collect the charges, the Payor will also [in addition to paragraph (F) above] be liable to TCS for attorney's fees, court costs and interest charges at the rate of eighteen percent (18%) per annum, or at the maximum interest rate allowed under applicable state usury laws, whichever rate is less. Interest shall be assessed on the total unpaid charges and shall begin to accrue from the date TCS's bill of lading was issued.

Rule 165 - Congestion Charge

A charge as reflected in Exhibit A will be added on all shipments with stops or destination in the New York City area (zip codes 100 - 108, 110 - 119). This charge will be in addition to all rates and other charges such as stop offs.

Rule 170 – Stop Off Rules

Upon request, Pick Up or Delivery service may be performed at additional loading or unloading sites in addition to the initial site.

- (A) The name of the place or addresses at which a stop off is to occur shall be furnished to TCS Operations and shall be shown either on the bill or bills of lading covering the portion of the Shipment subject to stop off or in a separate memo attached to and considered a part of the shipping documents.
- (B) If a stop off is performed the charges as reflected in Exhibit A will apply.

If through no fault of the Carrier, the stop off or final delivery cannot be completed during the same business day, the charges as reflected in Exhibit A will apply.

(C) Unless agreed to by Carrier prior to loading, partial unloading will not be permitted between the original place of Pick up and the origin TCS terminal. Partial loading will not be permitted between the destination TCS Terminal and the place of final Delivery.

(D) Where freight rates are quoted in a flat rate per Unit, all extra service mileage incurred in performing stop offs, for loading and/or unloading, shall be charged at the same rate per mile that the flat charge is based upon. Where freight rates are quoted in dollars per mile, mileage over the actual route of movement through the stop off points shall be used for computation of charges, including the mileage between the stop off points.

Rule 172 - Fuel Surcharge

See Exhibit B Attached Hereto and Incorporated Herein by Reference

Rule 180 - Labor Charge Rule

TCS rates provide for loading to be performed by consignor and unloading to be performed by consignee and, except as otherwise specifically provided, the following charges will be assessed on all shipments:

- (A) There will be no additional charge assessed when carrier or carrier's representative counts the number of items loaded or unloaded while consignor/consignee assumes total responsibility for loading or unloading the vehicle and carrier or carrier's representative is not required to manually assist in any way.
- (B) If carrier or carrier's representative or a third party is required to assist in any way other than that

assistance as described in paragraph A, TCS will provide driver or third party assistance to load, unload, restack, rework or other related services subject to the charge contained in Exhibit A.

(C) If carrier's representative is required to move a trailer to facilitate pick up or delivery of carrier's trailer, ("double drop and hook") a charge as reflected on Exhibit A will be assessed.

(D) Unless otherwise agreed to, TCS will invoice the Payor for these services.

Rule 185 - Driver Layover Charges

If, through no fault of TCS, a driver or drivers are unable to pick up or deliver as scheduled and is required to layover, there will be an additional charge as reflected in Exhibit A.

Rule 190 - Change of Address, Non-Delivery, Redelivery, Return of Overweight Units and Reconsignment

(A) When TCS has attempted and failed to deliver a Shipment, through no fault of TCS, additional charges will be assessed to the Payor, or responsible party for redelivery for each subsequent attempted or actual Delivery. For each attempted or actual delivery after the initial attempted Delivery, a charge as reflected on Exhibit A will be assessed.

(B) When a Shipment is re-consigned to another person or another address, additional charges will be assessed as reflected on Exhibit A. The Payor shall pay TCS the re-consignment charges.

(1) If re-consignment occurs and the Shipment is delivered to the new Delivery location during the same business day the original Delivery was attempted, a charge as reflected in Exhibit A will apply.

(2) If re-consignment occurs and the shipment cannot be accepted/scheduled for Delivery at the new destination during the same business day, through no fault of TCS, causing TCS to return the Shipment to the nearest TCS terminal, a charge reflected in Exhibit A will apply.

(C) Redelivery and re-consignment will be made or attempted only on request in writing of the authorized person or agent of the Customer or Payor.

(D) A charge as reflected on Exhibit A will be charged for return of overweight units.

Rule 205 - Unit Ordered, Not Used

When a Shipper requests that TCS provide a Unit to Pick up a Shipment and, through no fault of TCS, the request for pick up service is cancelled without notification to TCS prior to dispatch of such Unit, a charge as reflected on Exhibit A will be assessed. TCS will invoice the Payor for the charge incurred unless otherwise requested.

Rule 207 - Special Permits, Tolls, Phone Calls or Extraordinary Expenses

When Federal, State or Municipal regulations or laws, or specific Customer requests require special permits, tolls, fees, phone calls or other extraordinary expenses not normally encountered in intermodal or highway transportation, the payment of such charges will be the responsibility of the party responsible for the freight charges.

Rule 210 - Detention Charges - Equipment With Power

General Application, Charge – When, per Carrier's records, Equipment with Power is delayed or detained, through no fault of TCS, at the Customer's premises beyond the expiration of free time, TCS will assess detention charges reflected in Exhibit A, to be billed in fifteen minute increments, rounded to the nearest quarter of an hour.

Free Time -

1. Free time is 1 hour for each Pick-up, Delivery, or stop-off, and 2 hours when unloading is immediately followed by reloading at the same premises.
2. Only one 1 hour free time period for either loading or unloading shall be allowed at a single premises regardless of the number of stops at various sites at that premises.

Billing - The Payor shall pay TCS detention and redelivery charges.

Loading, Unloading - Loading includes loading the freight, notification to TCS that the Unit is loaded and available, and furnishing to TCS the bill of lading, forwarding directions or other documents necessary for forwarding the Shipment. Unloading includes unloading the freight, payment of charges when required prior to Delivery of Shipment, notification to TCS that the Unit is unloaded and available, and signing of the delivery receipt.

Computation of Time - Time, for computation of free time and detention charges, shall begin upon notification by TCS to the Customer that Equipment with Power has arrived for loading or unloading. Time shall end upon completion of loading or unloading or request to change Equipment with Power to Equipment without Power. Time shall not begin prior to a prearranged scheduled arrival time unless loading or unloading actually commences before then, nor run during interruptions caused by TCS (such as driver, meal, coffee, and rest breaks). Free time shall run only during normal business hours at the Customer's premises.

Record of Time - TCS shall enter the arrival time of the Equipment with Power and the time of completion of loading and unloading, onto TCS's detention record(s), which entry shall be binding on all parties.

Close of Business - When loading or unloading of Equipment with Power is not completed at the Customer's premises during its normal business hours, Customer may request that the Unit be left there subject to the provision of Rule 220, or that the Equipment with Power be returned to TCS. If the Equipment with Power is returned, elapsed free and chargeable time shall be suspended when the Equipment with Power is removed, a redelivery charge shall be assessed, and the computation of time shall be resumed at notification of arrival upon redelivery.

Change to Equipment without Power - When the Customer requests that Equipment with Power be changed to Equipment without Power, computation of time and accrual of charges under this rule shall stop and detention charges under Rule 220 will immediately begin, with no free time allowed under that

rule.

Pulling Unit – Should the driver be delayed at Customer’s premises through no fault of TCS, TCS may, at its discretion, pull the Unit and charge Customer for (1) detention and (2) Unit Ordered Not Used or Re-consignment/Redelivery.

Rule 220 - Detention Charges - Equipment Without Power

Application and Charges – (1) Prior to commencement of unloading, TCS will delay the forwarding or Delivery of a Shipment upon request. After the expiration of the first twenty-four (24) hours, delay charges are reflected in Exhibit A. (2) Equipment without Power may be Dropped at the Customer's premises upon prior agreement by TCS. When equipment is Dropped and after expiration of the first twenty-four (24) hours, TCS will assess detention or delay charges as reflected in Exhibit A.

Free Time -

1. Free time for Equipment without Power is twenty-four (24) hours for each Pick-up or Delivery and forty-eight (48) hours when unloading is immediately followed by reloading at the same premises.

2. Only one 24-hour free time period for either loading or unloading shall be allowed at a single premises regardless of the number of stops at various sites at that premises.

Billing – The Customer requesting equipment be Dropped or causing Delay or Power Delay shall pay TCS detention charges and power delay charges.

Charges – Power Delay - If the Customer releases Equipment without Power to TCS and then delays TCS's driver for more than one hour when the driver arrives to pick-up the Equipment, TCS will assess a Power delay charge in accordance with the provisions of Rule 210.

Charges – Trailer Pools – Charges will apply for (1) establishing, increasing or decreasing trailers pools at Customer’s locations or (2) where a trailer is unavailable for pick up by TCS when TCS delivers a trailer.

Record of Time - The Record of Time paragraph in Rule 210 shall also apply to this Rule.

Loading, Unloading - The Loading, Unloading paragraph in Rule 210 shall also apply to the Rule.

Computation of Time - Time, for computation of free time and detention charges, shall begin upon notification by TCS to the Customer that Equipment without Power has been Dropped at the Customer's premises or is available for delivery to Customer whichever occurs first (“First Offer Date”). However, time shall not begin prior to a prearranged scheduled arrival time unless loading or unloading actually commences before then. Time shall end upon the earlier of (1) Customer's notification to TCS that the Equipment without Power is released to TCS or (2) the determination by TCS that the Equipment without Power is available to TCS for pickup. Detention without power will not be prorated for a portion of the day.

TCS Responsibility for Shipment - A) TCS responsibility for safeguarding Shipments governed by this rule shall begin when loading has been completed and TCS takes possession of the Equipment. B) TCS responsibility for safeguarding Shipments unloaded under the provisions of this rule shall cease when the Equipment is Dropped.

Movement of Units or Trailers - A) The Customer may reposition for loading or unloading Equipment without Power with its own power at its own expense and risk. B) The Payor shall be liable to TCS for any loss, damage or liability sustained by TCS or for which TCS is liable, which is caused by or arises from such repositioning and which the Customer does not assume and pay.

Change to Equipment with Power - If the Customer requests that Equipment without Power be changed to Equipment with Power, the provisions of this rule will cease to govern when TCS's Power arrives at the Customers premises, and detention charges under Rule 210 will then immediately begin with no free time allowed under that rule.

Pulling Unit – Should the driver be delayed at Customer's premises, through no fault of TCS, TCS may, at its discretion, pull the Unit and charge Customer for (1) detention and (2) Unit Ordered Not Used or a Bobtailing Charge.

Rule 225 – Loss or Damage to TCS Equipment

Customer, Shipper or Receiver shall be responsible for all loss or damage to TCS equipment (including but not limited to theft or destruction) that occurs while the equipment is in the possession of Customer, Shipper or Receiver. Customer, Shipper or Receiver shall reimburse TCS for all such loss or damage.

Rule 230 - Carrier Liability Information - Released Value Rule - Actual or Full Value Rate Surcharge

(A) Unless otherwise agreed to in writing TCS rates are released value (limited liability) rates and Carrier's liability for loss of or damage to all or any part of a Shipment will be limited to the actual loss of or damage to all or any part of the Shipment up to a maximum of \$100,000.00 per Shipment.

(B) If a shipper declares a value exceeding \$100,000 per truckload without first obtaining mutual written agreement from the properly authorized officer of Carrier and alternative pricing to reflect such increase, the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value of \$100,000 per truckload, and the shipment will move subject to such limitation of liability.

Rule 240 - Refused Shipment

When the Customer is unable or declines to accept Delivery of a Shipment, TCS shall so notify the ordering party, and TCS may elect either to hold the Shipment, subject to Detention charges, or to place the Shipment at a public warehouse, subject to actual warehouse storage charges. TCS will redeliver the Shipment upon the Payor's request, subject to a redelivery charge in accordance with Rule 190. Detention charges and warehouse storage charges must be paid prior to redelivery.

Rule 250 - Claims for Loss and Damage; Responsibility For and Limitation On

Beginning and End of Responsibility - A) TCS responsibility for loss and damage shall not commence

until the loaded Unit or Trailer is tendered to and accepted by TCS for movement. B) TCS responsibility for loss and damage shall cease when the loaded Unit or Trailer is Dropped or delivered to the consignee at destination.

Property Not Unloaded or Removed - TCS liability for property refused or not removed by the party entitled to receive it at destination and returned to TCS shall be that of a warehouseman only.

No Liability for Loss or Damage from Certain Causes - TCS shall not be liable for any loss or damage or delay caused by an act of God, the public enemy, the authority of law, terrorism, the act or default of Customer or owner, or natural shrinkage.

Limit on Taxes or Duties - Damaged, Destroyed Alcoholic Beverages - TCS shall not be liable for federal or state taxes or duties, totaling \$250.00 or more for any one Shipment, on distilled spirits, wine, or beer damaged, destroyed, or rendered unmarketable while in the possession of TCS.

Broken Seals – TCS will not accept liability arising out of a broken seal unless (1) a cable or bolt seal is used, (2) the seal is broken while in TCS's possession and (3) there is independent and objective evidence of loss and/or damage to the load that occurred while the load was in TCS's possession.

Rule 260 - Loss and Damage Claim Procedures

Claims in Writing Required; Minimum Claim Requirements; Time Limits - A claim for loss, damage, injury or delay to all or any part of a Shipment (cargo) will not be paid by TCS unless the claim: 1) is made in writing to TCS; 2) contains facts sufficient to identify the Shipment or property involved; 3) asserts TCS liability for the alleged loss, damage, injury or delay; 4) claims a specified or determinable amount of money; and 5) is made within the time specified on the bill of lading or other contract of carriage.

Additional Claim Information Required - A) although a claim meeting the minimum claim requirements within the specified time limits will be considered timely filed, and will be investigated by TCS, it will be declined after 120 days from its receipt unless the following information is also provided by the claimant within the 120-day period: 1) an original bill of lading (unless the parties agree that only an accurate copy is necessary and the copy agrees with TCS's records); 2) evidence of the freight charges and payment of them; 3) the original invoice showing the value of the property claimed and 4) the salvage value, if any, of any damaged, injured, or delayed property. Where the invoice is not available or does not show the price or value of the property, claimant will be required to establish and to certify the destination value of the property claimed to be lost, damaged, injured or delayed in the quantity shipped, transported or involved. B) When TCS acknowledges receipt of a claim, it will indicate what, if any, additional pertinent information or additional documentary evidence beyond that specified in this and the preceding paragraph may be required to process the claim.

Bill of Lading Notation; Prompt Report; Inspection - Apparent loss or damage shall be noted on the bill of lading or delivery receipt at the time of Delivery. Loss or damage discovered after acceptance of a Shipment by a consignee or designated party shall be reported by the consignee or designated party to TCS promptly upon discovery. The damaged container or packaging and contents shall be held for inspection by TCS.

Documents Not Constituting Claims - The following documents shall not be considered to comply with the minimum claim requirements even if the exact dollar amount of the loss or damage is noted on them: bad order reports; appraisal reports of loss and damage; notations of shortage or damage or both on

freight bills, delivery receipts or other documents; or, inspection reports issued by carriers (including TCS) or their inspection agencies.

Claims for Uncertain Amounts - When claims for uncertain amounts are filed, TCS shall determine the condition of the Shipment at the time of Delivery and shall ascertain, to the extent possible, any loss or damage for which it may be responsible. However, TCS will not pay any claim until a formal claim in writing for a specified or determinable amount of money and meeting the time limits and other minimum claim requirements is made.

Claims with other Carriers - If conflicting or overlapping claims are filed with TCS and other carriers, TCS will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

Verification of Loss - When an asserted claim for loss of an entire package or an entire Shipment cannot be otherwise authenticated upon investigation, TCS shall obtain from the consignee (or responsible party) of the Shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

TCS Right to Salvage - Process - After giving due notice whenever practicable, (1) to the owner of damaged or allegedly damaged property transported by TCS and not delivered to or rejected or refused by the owner, consignee or person entitled to receive such property and (2) to other interested parties, and unless advised to the contrary, TCS will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent.

Rule 270 - Overcharge, Over-Payment or Duplicate Payment Claim Procedures

Claim Requirements; Time Limits - TCS will pay a whole or partial claim for overcharge, overpayment or duplicate payment only if the claim is in writing and contains sufficient information for TCS to conduct an investigation, including the name of the claimant, which must be the Payor; his file number; the amount of the refund sought; the original freight bill; freight bill payment information and supporting documents, which show, among other things, that TCS collected all of the description and supporting authority (quotation, etc.) claimed to be applicable.

The claim must be filed within three (3) years of the date of Delivery or tender of Delivery by TCS of the subject Shipment. After December 3, 1994 any undercharge or overcharge claim must be filed within eighteen (18) months of the date of transportation.

Copies of Documents - Indemnity - TCS will accept copies of documents required in the preceding paragraph from claimants with satisfactory credit if, in a written agreement, the claimant indemnifies TCS for liability for subsequent duplicate claims which might be filed with TCS or brought in court and which are supported by the original documents.

Carrier's Right to Set Off - If TCS receives an overpayment for any reason of amounts owed to it by Payor or Customer, TCS may, at its discretion, apply any or all of the amount of such overpayment(s) to amounts Payor or Customer owes or may owe to TCS arising out of transportation and related services provided by TCS.

Rule 280 - Electronic Data Interchange

EDI may be used under this circular only to transmit or acknowledge information concerning shipping instructions. Except for required information concerning Hazardous Materials, which must be provided to TCS in written form on paper, Shipper may use written paper copies or EDI to transmit shipping instructions. EDI may not be used to transmit order bills of lading [see Rule 40 (A)].

Requirements for EDI -

(A) Each EDI must contain the unique identifier code of the Shipper or party sending the EDI. An identifier code must be obtained before use of EDI from:

Manager - EDI Services
Triple Crown Services Company
2720 Dupont Commerce Court
Fort Wayne, IN 46825
Phone (260) 416-3600
Fax (260) 416-3701

(B) Each EDI will be in the format and use the protocols or technical transmission specifications required by TCS or agreed to in writing by the Shipper and TCS. The time of an EDI to TCS will be the time received by TCS, as shown on the TCS computer system. The time of an EDI from TCS will be the time of transmission by TCS, as shown on the TCS computer system.

(C) All information transmitted by EDI may be electronically stored. Upon reasonable request, Shipper or TCS will provide the other with copies of any tapes, disks, or other electronic storage media in its possession showing its record of EDI's concerning Shipper's shipments. If data provided is disputed, Shipper and TCS together will confirm the accuracy of the data provided or explain specifically the differences from its stored data. All EDI data transmitted or stored and written will be considered ordinary business records.

(D) Neither Shipper nor TCS together will disclose Shipper's EDI identifier code or EDI information except as required by law or court order or to an auditor, accountant, attorney, third party provider of EDI services, or corporate affiliate also required to keep the identifier code and information confidential. Shipper and TCS will take reasonable precautions to prevent other disclosure of the identifier code and EDI data.

(E) TCS will not be held responsible for any consequences of use or misuse of the system by Shipper or third party transmitting agent, any other participant in the system or any individual, whether arising out of interception of data transmitted, stored or received into the system, failure to function or malfunction of the system, or otherwise, other than in respect to damages directly and actually incurred by Shipper (excluding consequential damages) arising solely from the gross negligence or intentional misconduct of TCS.

(F) Shipper or TCS may terminate Shipper's use of EDI for Shipment information upon written notice to the other.

Rule 290 - Compliance with Laws

Any transportation is subject to federal, state or municipal laws and regulations governing highway transportation, intermodal transportation, gross vehicle weights, environmental regulations and safety requirements.