

BROWN LINE, LLC

RULES GUIDE

NAMING

General Rules, Terms, and Conditions

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273



TABLE OF CONTENTS

SUBJECT	ITEM	PAGE
Accessorial charges . . . . .	720	14
Advancing of charges . . . . .	300	8
Application of tariff-miscellaneous . . . . .	160	6
Application of rates--miscellaneous. . . . .	190	7
Appointments . . . . .	647	13
Bill of Lading . . . . .	360	8
Bill of Lading--Order Bills of Lading . . . . .	361	8
Bill of Lading--Change in Collection Status . . . . .	364	8
Blankets (insulating) . . . . .	190 (B)	7
Blind shipments . . . . .	190 (C)	7
Booking of shipments . . . . .	160 (D)	6
Carrier's equipment--damage caused by shipper/consignee . .	390	9
Carrier's equipment--cleaning . . . . .	390	9
Claims--loss or damage . . . . .	400	9-10
Claims--overcharge . . . . .	425	10
Collect on Delivery (C.O.D.) . . . . .	430	10
Consolidation of LTL shipments . . . . .	460	10
Cross-border shipments . . . . .	480	11
Damage to carrier's equipment . . . . .	390	9
Definitions . . . . .	110	4-5
Delay or detention of vehicle . . . . .	500	11
Delivery locations--surcharges . . . . .	520	11
Diversion . . . . .	820	15
Documents--originals and duplicate copies . . . . .	359	8
Estimated freight charges . . . . .	160 (C)	6
Excess value shipments . . . . .	780	15
Extra labor . . . . .	560	12
Freight charges . . . . .	720	14
Fuel surcharge . . . . .	345	8
Governing publications . . . . .	100	4
Gross weights and inspection . . . . .	995	19
Hazardous materials . . . . .	4000	23-25
Hazardous materials--disposal . . . . .	4002	26
Holiday service . . . . .	190 (A)	7
Impractical operation . . . . .	570	12
In-bond shipments . . . . .	481	11
Inspection at international border (northbound) . . . . .	482	11
Limitation of Carrier's liability . . . . .	420	10
Loading and unloading of freight . . . . .	578	13
Lumper service and charges . . . . .	561	12

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273



RULES GUIDE		BROWN LINE, LLC		Original Page 4	
RULES			ITEM NO.		
<b><u>Governing Publications</u></b>					
<p>Except as otherwise provided herein, this tariff is governed by the following publications, including supplements thereto or subsequent re-issues thereof:</p> <p>49 CFR Parts 100 - 185</p> <p>On shipments moving in joint service with other Lynden companies, the published tariffs of those respective companies</p>			100		
<b><u>Definitions</u></b>					
<p><u>Accessorial Charges</u>—charges for additional services that are incidental to the handling of a shipment performed by the carrier and are in addition to any line-haul rate and applicable surcharges.</p> <p><u>Beneficial owner</u>—the owner of the goods.</p> <p><u>Bill-to party</u>—the entity identified by Shipper and agreed by Carrier as the entity responsible to pay the freight charges for the shipment.</p> <p><u>Carrier</u>—the entity engaged by Shipper to provide transportation services with respect to the goods; i.e., Brown Line, LLC.</p> <p><u>Chill (in LTL service)</u>—the shipment will be transported and maintained at an air temperature near but not below 32 degrees Fahrenheit while in transit. In no case shall the carrier be responsible for maintaining an air temperature that is lower than the actual temperature of the commodity itself at the time of acceptance by the carrier. Carrier will only recognize temperature recording devices that record actual product temperatures.</p> <p><u>Chill (in TL service)</u>—the shipment will be transported and maintained at an air temperature above 32 degrees Fahrenheit as specified on the bill of lading. In no case shall the carrier be responsible for maintaining an air temperature that is lower than the actual temperature of the commodity itself at the time of acceptance by the carrier. Carrier will only recognize temperature recording devices that record actual product temperatures.</p> <p><u>Collect on Delivery (C.O.D.) shipment</u>—a shipment of goods for which the consignee must pay the delivering Carrier the cost of the goods at time of delivery, irrespective of the payment terms applicable to the freight charges on the shipment. Carrier is then required to forward the received payment onward to the seller of the goods.</p> <p><u>Consignee</u>—the entity identified by Shipper and agreed by Carrier as the entity to receive the goods.</p>			110 (cont'd)		
For explanation of abbreviations and reference marks, see the last page of this Guide					
ISSUED: October 1, 2014			EFFECTIVE: October 1, 2014		
ISSUED BY: BILL JOHANSEN, PRESIDENT					
P.O. Box 1708, Mt. Vernon, WA 98273			3814 Old Hwy 99 S., Mt. Vernon, WA 98273		

RULES

ITEM  
NO.

Definitions (cont'd)

Delivery—the service performed by the carrier in transporting freight to a platform, doorway, or receiving room directly accessible to Carrier’s highway vehicle at a warehouse, factory, store, or place of business. This does not include delivery to basements or floors not directly accessible to the highway vehicle of the carrier, or to private residences, nor does it include re-palletizing, sorting, segregating, unpacking or inspection of property and other similar services.

110  
(cont'd)

Detention—when the carrier’s equipment is detained or delayed by a shipper or consignee, through no fault of Carrier, beyond the allowed free time.

Diversion—changing the destination, but not the consignee, at the request of the owner of the goods, while a shipment is en route.

Frozen (in LTL service)—the shipment will be transported and maintained at an air temperature below 32 degrees Fahrenheit while in transit. In no case shall the carrier be responsible for maintaining an air temperature that is lower than the actual temperature of the commodity itself at the time of acceptance by the carrier, or below minus 10° Fahrenheit. Carrier will only recognize temperature recording devices that record actual product temperatures.

Frozen (in TL service)—the shipment will be transported and maintained at an air temperature below 32 degrees Fahrenheit as specified on the bill of lading. In no case shall the carrier be responsible for maintaining an air temperature that is lower than the actual temperature of the commodity itself at the time of acceptance by the carrier, or below minus 10° Fahrenheit. Carrier will only recognize temperature recording devices that record actual product temperatures.

Fuel Surcharge—an additional charge to compensate for the increased cost of fuel.

Holidays—Carrier does not operate on the following US National Holidays: New Year’s Day; Memorial Day; Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Lumper service—the service, for a fee, of loading or unloading cargo to/from Carrier’s vehicle (possibly including sorting and segregating) at a shipper or consignee facility, performed by a third party not directly affiliated with the shipper, the consignee, or Carrier; the third party providing such a service.

Minimum Charge per Shipment—the minimum amount that Carrier will charge to transport a shipment of a particular commodity in a particular lane.

Minimum billing weight per pallet position—the minimum billing weight applicable per pallet position (as loaded for line haul transportation) in Carrier’s trailer.

Overflow pallet—a partially-loaded pallet required to complete a multiple-pallet shipment.

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273

RULES GUIDE		BROWN LINE, LLC		Original Page 6	
RULES			ITEM NO.		
<p><u>Pickup</u>—the service performed by the carrier in calling for and collecting freight from a platform, doorway, or receiving room directly accessible to Carrier’s highway vehicle at a warehouse, factory, store, or place of business. This does not include pickup from basements or floors not directly accessible to the highway vehicle of the carrier, or from private residences, nor does it include packing or inspection of property and other similar services.</p> <p><u>Reconsignment</u>—changing the consignee at the request of the owner of the goods, while a shipment is en route.</p> <p><u>Shipment</u>—all goods identified on a singularly numbered bill of lading (but which bill of lading may contain multiple parts).</p> <p><u>Shipper</u>—the entity engaging Carrier with respect to the goods as well as the owner(s), consignor, consignee and all others who may have right of claim by, through or with respect to the goods.</p>			110 (cont'd)		
<b><u>Application of Tariff-Miscellaneous</u></b>					
<p>A. This tariff shall be applicable to all goods transported and all transportation services provided by Carrier, except and to the extent it is expressly in conflict with and superseded by a written agreement signed by Carrier.</p> <p>B. Changes to tariff—changes to this tariff will be made by reprinting the entire page. Such reprinted pages will be designated “Revised Page” and will bear the same page number as the original.</p> <p>C. Estimated freight charges—upon request, Carrier will furnish, either orally, in writing or by electronic means, an estimate of the freight and other charge(s) applicable to any given shipment moved or to be moved. Any such estimate, based on information supplied by the requestor and not verified by Carrier, is provided as a convenience only and shall not be deemed binding. Regardless of the estimate quoted by Carrier, all transportation charges on a shipment will be assessed on the basis of the Carrier's published tariff provisions in effect at the time of the shipment for all transportation and related services actually performed in connection therewith, based on the actual commodity, dimensions, and weight of the shipment.</p> <p>D. Booking of Shipments—shipments must be booked in advance, either online through Carrier’s website, via email transmitted to browndispatch@lynden.com, or via fax or telephone to Carrier’s office. Carrier shall not be required to execute a pickup on day of booking if booking is received by Carrier too late in the day.</p> <p>E. Packaging—it is the responsibility of the shipper to ensure that proper packaging is used and that contents of packages are adequately and securely packaged, wrapped, packed and cushioned for transportation. Carrier will not be liable for any loss or damage caused by insufficient packaging, packing, securing, marking or labeling of the shipment.</p>			160		
For explanation of abbreviations and reference marks, see the last page of this Guide					
ISSUED: October 1, 2014			EFFECTIVE: October 1, 2014		
ISSUED BY: BILL JOHANSEN, PRESIDENT					
P.O. Box 1708, Mt. Vernon, WA 98273			3814 Old Hwy 99 S., Mt. Vernon, WA 98273		

RULES

ITEM  
NO.

Application of Rates-Miscellaneous

190

- A. Holiday pickup and delivery—pickup and/or delivery service on named holidays will be subject to additional charges.
  
- B. Blankets (Insulating)—if a shipment requires an insulating blanket for transportation, and bill of lading is so noted, Carrier will supply an insulating blanket from Carrier’s terminal to destination at the charge shown in ITEM 1000. The insulating blanket remains the property of Carrier. A shipment which is blanketed, or each pallet of a multi-pallet shipment which is blanketed, will be charged as a full pallet position (see ITEM 611), regardless of its height.
  
- C. Blind Shipments—when a customer requests that a particular shipment be handled as a “blind shipment”, such that Carrier’s invoicing, substantiating documentation, and delivery receipts must be altered to conceal the identity of one or more parties to the transaction, an additional charge as shown in ITEM 1000 will be assessed. Carrier will not be liable for damages caused by failure to fulfill a request to conceal a party’s identity. Shipment information will not be altered if it violates US or Canadian laws.
  
- D. Re-delivery—if consignee, for whatever reason, does not receive a shipment when tendered for delivery by Carrier, Carrier will attempt re-delivery either directly or through an agent. Additional charges for re-delivery, which may vary according to specific circumstances, will be billed to the party responsible for the freight charges.
  
- E. Return Shipments—if shipper or consignee requests that a shipment be returned to origin, Carrier will transport shipment to origin and bill shipper the applicable return transportation charges.

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273



RULES GUIDE	
BROWN LINE, LLC	
Original Page 8	
RULES	ITEM NO.
<p><b><u>Advancing Charges</u></b></p> <p>No charges will be advanced by Carrier except Lumper Service charges required by shipper at origin or by consignee at delivery (see ITEM 561).</p>	300
<p><b><u>Fuel Surcharge</u></b></p> <p>All shipments are subject to Carrier's fuel surcharge, which is a scale based on the weekly PADD-5 diesel fuel price published by the US Energy Information Administration. Carrier's fuel surcharge table is shown in ITEM 2000.</p>	345
<p><b><u>Documents—Originals and Duplicate Copies</u></b></p> <p>Carrier's standard invoicing includes electronic copies of shipping documents; original shipping documents will not be supplied. On request, Carrier will supply duplicate copies of shipping documents via first-class mail or electronically at the charges shown in ITEM 1000.</p>	359
<p><b><u>Bill of Lading</u></b></p> <p>All shipments are handled by Carrier pursuant to the terms and conditions shown on Carrier's Bill of Lading, published on Carrier's website <a href="http://ShipBL.com">http://ShipBL.com</a>, effective on day of shipment, irrespective of the terms and conditions as described on the bill of lading form executed by shipper.</p> <p>Drivers of Carrier or its agents are not authorized to bind Carrier to non-conforming bills of lading and to execute bills of lading with alternative terms and conditions as receipts for shipment only, except when specifically provided in a Transportation Agreement in force between Carrier and the bill-to customer.</p>	360
<p><b><u>Order Bill of Lading</u></b></p> <p>Shipments moving on an order or negotiable bill of lading will not be accepted by Carrier for transportation.</p>	361
<p><b><u>Bill of Lading: Change in Collection Status</u></b></p> <p>Corrected bills of lading, corrected freight bills or other written instructions from the consignor or connecting carrier to change the freight charge collection status from "Prepaid" to "Collect" or from "Collect" to "Prepaid" may be accepted only if received by Carrier within a period of thirty (30) days from the date of the initial bill of lading.</p> <p>Unless credit has been established with the carrier, corrected bills of lading, corrected freight bills or other written instructions to change the freight collection status from "Prepaid" to "Collect" will not be accepted under any circumstances once the shipment has been delivered.</p> <p>When a change in collection status is allowed, the charge shown in Item 1000 for the change will be assessed against the ultimate payer of the freight charge. The charge will not apply if the change in collection status is necessary because of Carrier's error.</p>	364
For explanation of abbreviations and reference marks, see the last page of this Guide	
ISSUED: October 1, 2014	EFFECTIVE: October 1, 2014
ISSUED BY: BILL JOHANSEN, PRESIDENT	
P.O. Box 1708, Mt. Vernon, WA 98273	3814 Old Hwy 99 S., Mt. Vernon, WA 98273

RULES GUIDE	
BROWN LINE, LLC	
Original Page 9	
RULES	ITEM NO.
<p><b><u>Carrier's Equipment</u></b></p> <p>A. Damage to Carrier's equipment--shipper and consignee are responsible for damage to Carrier's equipment during loading and unloading.</p> <p>B. Wash-out Charge--if shipper's cargo renders Carrier's trailer unsuitable for loading by Carrier's next customer, a trailer wash-out charge as shown in ITEM 1000 will be billed to the party responsible for the freight charges on the shipment.</p>	390
<p><b><u>Claims--Loss or Damage</u></b></p> <p>As a condition precedent to any recovery against Carrier:</p> <ol style="list-style-type: none"> <li>1. The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted in writing to Carrier on the bill of lading, waybill or delivery receipt, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier.</li> <li>2. In the event of loss or damage to perishable goods, Carrier must be notified of loss or damage within 4 hours of receipt of the goods, after which time with no notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when initially received by Carrier.</li> <li>3. In the event of loss or damage to non-perishable goods not ascertainable at delivery, written notice must be given to Carrier within fifteen (15) days of such delivery, after which time with no written notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when initially received by Carrier.</li> <li>4. In the event of goods delayed, lost or otherwise not timely delivered, Carrier must be given written notice within fifteen (15) days, from the date upon which the goods should have been delivered, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier.</li> <li>5. Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof.</li> <li>6. Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within nine (9) months of delivery, or the date on which the goods should have been delivered.</li> </ol>	400 (cont'd)
For explanation of abbreviations and reference marks, see the last page of this Guide	
ISSUED: October 1, 2014	FIRST REVISION - EFFECTIVE: May 20, 2015
ISSUED BY: BILL JOHANSEN, PRESIDENT	
P.O. Box 1708, Mt. Vernon, WA 98273	3814 Old Hwy 99 S., Mt. Vernon, WA 98273

RULES GUIDE		BROWN LINE, LLC		Original Page 10	
RULES			ITEM NO.		
<b><u>Claims-Loss or Damage (cont'd)</u></b>					
As a condition precedent to any recovery against Carrier:					
<p>7. Suit against Carrier must be filed within two (2) years from delivery, the date which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later.</p> <p>8. There shall be no recovery against Carrier until freight and all charges due Carrier with respect to the goods and/or their transportation have been fully paid and received by Carrier. Claimant shall not offset claimed amounts from charges lawfully due Carrier.</p> <p>In the event of cargo loss or damage for which Carrier is liable, Carrier shall have the right to salvage. If Carrier is denied its right to salvage, any claim for cargo loss or damage will be reduced by the fair salvage value of the goods upon which the right of salvage is denied.</p> <p>Carrier will not be liable for any loss or damage indicated solely by reliance on any instrument attached to or shipped with the commodities that measure and record vibration, temperature, impact or other physical characteristic.</p> <p>Carrier will only recognize temperature recording devices that record actual product temperatures.</p> <p>Claims for cargo loss or damage for a value of less than \$50.00 will not be acknowledged nor processed.</p>			400 (cont'd)		
<b><u>Limitation of Carrier's Liability</u></b>					
Carrier's liability with respect to the goods, whether for loss, damage, shortage, misdelivery, failure to deliver or otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the goods or a maximum of \$0.50 (fifty cents) per pound.			420		
Carrier shall not be liable for special or consequential damages of any kind arising from any cause.					
<b><u>Claims-Overcharge</u></b>					
Claims for overcharge or duplicate payment must be filed in writing by claimant within six (6) months from date of delivery and shall be accompanied by sufficient information to allow Carrier to investigate and pay or decline the claim. Overcharge claims shall be filed and processed per provisions in CFR 49, Section 1008. An overcharge claim for less than \$50.00 will not be acknowledged nor processed.			425		
<b><u>Collect on Delivery (C.O.D.) Shipments</u></b>					
Shipments moving "Collect on Delivery" (C.O.D. for the merchandise) will not be accepted.			430		
<b><u>Consolidation of LTL Shipments</u></b>					
Carrier does not offer consolidation of LTL shipments except when special arrangements have been made in advance. When consolidation is offered, additional pickup and/or delivery charges apply.			460		
For explanation of abbreviations and reference marks, see the last page of this Guide					
ISSUED: October 1, 2014			EFFECTIVE: October 1, 2014		
ISSUED BY: BILL JOHANSEN, PRESIDENT					
P.O. Box 1708, Mt. Vernon, WA 98273			3814 Old Hwy 99 S., Mt. Vernon, WA 98273		

RULES GUIDE	
BROWN LINE, LLC	
Original Page 11	
RULES	ITEM NO.
<p><b><u>Cross-Border Shipments</u></b></p> <p>Shipper, at his own expense, is responsible to arrange clearance through customs and other regulatory agencies on shipments crossing the US/Canada border. Shipper is further responsible to provide required shipment documentation to Carrier in time to enable shipment to cross the border without delaying Carrier's vehicle and other shipments moving on same vehicle. Free time allowed at border is thirty (30) minutes, after which detention charges will apply per ITEM 500, Delay or Detention of Vehicle. Other related costs, including but not limited to unloading, re-loading, inspection, storage, re-delivery, return of shipment to origin, penalties, etc., will be responsibility of the shipper.</p>	480
<p><b><u>In-Bond Shipments</u></b></p> <p>Cross-border shipments moving in-bond will not be accepted for transportation.</p>	481
<p><b><u>Inspection at International Border (northbound)</u></b></p> <p>When Carrier is notified by authorities that a shipment must be inspected prior to being cleared for entry into Canada, Carrier will deliver that shipment to the inspection facility designated by the authorities. Delivery to the designated inspection facility shall constitute Carrier's final delivery of the shipment to the consignee. Inspection facility charges and movement of the cargo beyond the inspection facility are the responsibility of the shipper, consignee, or beneficial owner of the goods.</p>	482
<p><b><u>Transfer of Cargo</u></b></p> <p>When a truckload shipment is delivered to Carrier's terminal for furtherance via Carrier, a charge as shown in ITEM 1000 will be assessed for mechanical transfer of the cargo to Carrier's equipment. If freight is not unitized for mechanical transfer, charges shown in ITEM 560 (Extra Labor) will be applied.</p>	495
<p><b><u>Delay or Detention of Vehicle</u></b></p> <p>Free time to load at each origin point and to unload at each destination point is two hours (straight truckloads) or one hour (LTL shipments or each intermediate stop of multiple-stop truckloads); excess time (detention), charged at rates shown in ITEM 1000, will be billed to the party responsible for the freight charges.</p> <p>Free time to clear customs in either direction at US/Canada border is one-half hour, applicable to both truckload and LTL shipments; excess time (detention), charged at rates shown in ITEM 1000, will be billed to the party responsible for the freight charges.</p> <p>At the time when free time expires, Carrier shall not be obligated to immediately alert or otherwise inform any party to the shipment of the expiration of free time and impending detention and charges. Detention charges are due and payable whether or not "real-time" notification by Carrier has occurred.</p>	500
<p><b><u>Delivery Locations, Surcharge</u></b></p> <p>Shipments to certain difficult-to-deliver-to locations will not be delivered directly by Carrier; instead, Carrier will tender those shipments to a local delivery carrier who will deliver on Brown Line's behalf. Such shipments will be subject to a re-delivery charge as shown in Item 1000. Locations include:</p> <ul style="list-style-type: none"> <li>Safeway Distribution Center, Tracy, CA</li> <li>Restaurants</li> <li>Shopping Malls</li> <li>Retail Stores</li> <li>Residential Locations</li> </ul>	520
For explanation of abbreviations and reference marks, see the last page of this Guide	
ISSUED: October 1, 2014	EFFECTIVE: October 1, 2014
ISSUED BY: BILL JOHANSEN, PRESIDENT	
P.O. Box 1708, Mt. Vernon, WA 98273	3814 Old Hwy 99 S., Mt. Vernon, WA 98273

RULES GUIDE		BROWN LINE, LLC		Original Page 12	
RULES			ITEM NO.		
<p><b><u>Extra Labor</u></b>            If Carrier is requested or required to supply additional labor (other than Lumper Service) to load, unload, sort, segregate, re-stack, re-palletize, mark, tag, label, and/or to assist in such handling of a shipment, the charge per man-hour shown in ITEM 1000 will be billed to the party responsible for the freight charges.</p>			560		
<p><b><u>Lumper Service and Charges</u></b>            In compliance with Federal law, charges for Lumper Services required by shipper or consignee will be billed to the party responsible for the freight charges for the shipment. An administrative fee as shown in ITEM 1000 will also be charged for processing the Lumper Service charges.</p> <p><b><u>49 USC §14103: Loading and unloading motor vehicles-</u></b></p> <p>(a) <b><i>Shipper Responsible for Assisting.- Whenever a shipper or receiver of property requires that any person</i></b> who owns or operates a motor vehicle transporting property in interstate commerce (whether or not such transportation is subject to jurisdiction under subchapter I of chapter 135) <b><i>be assisted in the loading or unloading of such vehicle, the shipper or receiver shall be responsible for providing such assistance or shall compensate the owner or operator for all costs associated with securing and compensating the person or persons providing such assistance.</i></b></p> <p>(b) <b><i>Coercion Prohibited.- It shall be unlawful to coerce or attempt to coerce any person</i></b> providing transportation of property by motor vehicle for compensation in interstate commerce (whether or not such transportation is subject to jurisdiction under subchapter I of chapter 135) to load or unload any part of such property onto or from such vehicle or <b><i>to employ or pay one or more persons to load or unload any part of such property onto or from such vehicle;</i></b> except that this subsection shall not be construed as making unlawful any activity which is not unlawful under the National Labor Relations Act or the Act of March 23, 1932 (47 Stat. 70; 29 U.S.C. 101 et seq.), commonly known as the Norris-LaGuardia Act.</p>			561		
<p><b><u>Impractical Operation</u></b>            Carrier shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of land, sea or air; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent public or government authority; fire, unless caused by the actual fault or privity of Carrier; quarantine; act or omission of Shipper or its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice; improper and/or insufficient packing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from Shipper; goods loaded by Shipper into sealed containers or other packages, providing the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; and/or any other cause or event arising without the actual fault and privity of Carrier.</p>			570		
For explanation of abbreviations and reference marks, see the last page of this Guide					
ISSUED: October 1, 2014			EFFECTIVE: October 1, 2014		
ISSUED BY: BILL JOHANSEN, PRESIDENT					
P.O. Box 1708, Mt. Vernon, WA 98273			3814 Old Hwy 99 S., Mt. Vernon, WA 98273		

RULES GUIDE		BROWN LINE, LLC		Original Page 13	
RULES			ITEM NO.		
<b><u>Loading and Unloading of Freight</u></b>					
All shipments must be tendered on pallets provided by shipper. Carrier's LTL rates include loading and unloading by Carrier's driver(s); however, palletized cargo must be loaded by shipper and unloaded by consignee. Carrier's TL rates are shipper load, consignee unload.			578		
<b><u>Minimum Charge per Shipment</u></b>					
The Minimum Charge per Shipment is shown on Carrier's rate table for each particular lane.			610		
<b><u>Minimum Billing Weight per Pallet Position</u></b>					
The minimum billing weight per pallet position occupied in Carrier's trailer, as loaded for line haul LTL transportation, is as shown in ITEM 1000. If shipment contains an overflow pallet, and that overflow pallet is (a) less than 48 inches tall; AND (b) in Carrier's sole judgment it could safely be transported in line haul LTL transportation atop other freight, or other freight could safely be stacked on top of it, that overflow pallet will not be counted as a pallet position and will not be billed subject to the minimum billing weight per pallet position.			611		
A cardboard tote shall always be considered one full pallet position unless tendered by shipper already double-stacked. A "coffin tote" shall always be considered two full pallet positions unless tendered by shipper already double-stacked.					
<b><u>Appointments</u></b>					
When Carrier is requested or required to make an appointment to pick up or to deliver a shipment, an appointment charge as shown in ITEM 1000 will apply.					
Carrier is not bound to transport a shipment in any particular vehicle, in time for any particular market(s), or in time for any particular requested delivery appointment. Carrier is responsible to transport a shipment with reasonable dispatch, as that term is defined at common law.					
Carrier will endeavor to meet all requested delivery timing requests, but does not guarantee a specific delivery day or time. If Carrier is unable to meet the requested delivery timing for whatever reason, Carrier will make every practical effort to alert customer by telephone, email, or fax as soon as possible after the delay becomes known. Carrier will not be liable for penalties, fines, fees, charges, or consequential damages related to changed or missed delivery appointments. All such charges will be billed to the party responsible for paying the freight charges.			647		
For explanation of abbreviations and reference marks, see the last page of this Guide					
ISSUED: October 1, 2014			EFFECTIVE: October 1, 2014		
ISSUED BY: BILL JOHANSEN, PRESIDENT					
P.O. Box 1708, Mt. Vernon, WA 98273			3814 Old Hwy 99 S., Mt. Vernon, WA 98273		

RULES GUIDE		BROWN LINE, LLC		Original Page 14	
RULES				ITEM NO.	
<b><u>Pallets-Exchange, Return, or Supply</u></b>					
Carrier does not supply pallets nor participate in pallet exchange. If Carrier is requested to supply pallets to transport a particular shipment, Carrier will endeavor to accommodate this request at the charge per pallet shown in ITEM 1000, billed to the party responsible for the freight charges.				710	
Carrier shall not be obligated to return pallets to shipper following delivery of shipment to consignee. Any notation on the bill of lading instructing Carrier to return pallets to shipper shall not be binding on Carrier.					
<b><u>Pallets (ISPM-15-Cross-Border Shipments)</u></b>					
Palletized shipments crossing the US/Canada border must comply with all current US and Canadian pallet regulations. If Carrier is required to re-palletize cargo to comply with regulations, the cost of the pallet(s) and labor will be billed to the party responsible for the freight charges. Other related costs, including delay time at border, return of truck to Carrier's terminal, vehicle unloading and re-loading, storage, re-delivery, return of shipment to origin, penalties, etc., will be billed to the party responsible for the freight charges.				711	
<b><u>Pallets, shrink-wrapped</u></b>					
When an LTL shipment is tendered to Carrier on shrink-wrapped pallets, Carrier will sign for, handle, and deliver such shipments as "x shrink-wrapped pallets said to contain y pieces," and shall not be responsible for the count of individual pieces on the pallet(s).				715	
<b><u>Payment of Charges</u></b>					
Freight, storage and other charges shall be deemed fully earned upon tender of the goods by Shipper for transportation and payable in advance and prior to delivery unless otherwise agreed in writing by Carrier. Amounts due Carrier, including accessorial charges, shall be paid in U.S. dollars without deduction or offset. Debtor shall not have the right to withhold or offset the payment of charges due Carrier for any reason, including but not limited to outstanding loss, damage, or overcharge claims. Interest on amounts due but not paid shall accrue at the rate of one and one-half percent (1.5%) per month. Shipper, including all entities falling within the definition of that term in ITEM 110 above, shall be jointly and severally liable for payment of all amounts due Carrier respecting the goods.				720	
<b><u>Split Pickup or Delivery-LTL Shipments</u></b>					
Unless otherwise specifically stated, Carrier's LTL rates include one pickup at one origin location and one delivery at one delivery location. Pickup from and/or delivery to additional locations is subject to additional charges as shown in ITEM 1000, plus applicable fuel surcharge.				751	
<b><u>Stop-off Charges-TL Shipments</u></b>					
Unless otherwise specifically stated, Carrier's TL rates include one pickup at one origin location and one delivery at one delivery location. Additional stops for partial loading and/or unloading will be charged shown in ITEM 1000, plus applicable fuel surcharge.				752	
For explanation of abbreviations and reference marks, see the last page of this Guide					
ISSUED: October 1, 2014			EFFECTIVE: October 1, 2014		
ISSUED BY: BILL JOHANSEN, PRESIDENT					
P.O. Box 1708, Mt. Vernon, WA 98273			3814 Old Hwy 99 S., Mt. Vernon, WA 98273		

RULES GUIDE		BROWN LINE, LLC		Original Page 15	
RULES			ITEM NO.		
<b><u>Prohibited or Restricted Commodities</u></b>					
<p>The following commodities will not be accepted for transportation by Carrier:</p> <ul style="list-style-type: none"> <li>Household goods or personal effects</li> <li>Any commodity incompatible with transportation of food-grade commodities</li> <li>Sea Cucumbers (in cross-border traffic)</li> <li>Articles of extraordinary value</li> <li>Hazardous waste (including medical waste)</li> </ul>			780		
<b><u>Diversion or Reconsignment</u></b>					
<p>Except as otherwise provided, a request to Carrier for the diversion or reconsignment of a shipment to effect a change in the name or address of the consignor or consignee or to change the destination or place of delivery will be accepted subject to the following conditions:</p> <ul style="list-style-type: none"> <li>A. Request for diversion or reconsignment must be made or confirmed in writing and Carrier must be satisfied the party making the request has the authority to do so. Conditional or verbal only requests for diversion or reconsignment will not be accepted.</li> <li>B. A shipment which has been tendered for delivery as originally consigned may not be diverted or reconsigned and would only be accepted as a new shipment. A shipment may not be diverted or reconsigned in violation of an embargo.</li> <li>C. Only entire shipments (not portions of shipments) may be reconsigned or diverted. Exception: portions of a shipment may be diverted or reconsigned if the portion diverted or reconsigned consists of one or more full truckloads having no other freight loaded to the same equipment.</li> <li>D. Carrier will make reasonable efforts to execute valid diversion or reconsignment orders but will not be responsible if despite such efforts, diversion or reconsignment is not accomplished.</li> <li>E. The shipper or consignee requesting the reconsignment or diversion shall be fully liable for all charges accruing from Carrier's compliance with the request.</li> </ul> <p>In addition to adjusting the line haul charges to reflect the new destination, a Diversion or Reconsignment charge as shown in ITEM 1000 will be added to the freight charges for the shipment.</p>			820		
<p>For explanation of abbreviations and reference marks, see the last page of this Guide</p>					
ISSUED: October 1, 2014			EFFECTIVE: October 1, 2014		
<p>ISSUED BY: BILL JOHANSEN, PRESIDENT</p>					
P.O. Box 1708, Mt. Vernon, WA 98273			3814 Old Hwy 99 S., Mt. Vernon, WA 98273		



RULES GUIDE		BROWN LINE, LLC		Original Page 16	
RULES			ITEM NO.		
<p><b><u>Temperature control</u></b></p> <p>Carrier offers temperature-controlled transportation in either frozen or chill service, as defined in ITEM 110. Shipper must clearly specify on booking and on bill of lading which service is required, and is responsible to tender the goods with a uniform core temperature at or below that at which the goods are to be transported. Carrier is responsible only to maintain a frozen or chill air temperature in Carrier's trailer; Carrier is not responsible to "bring down" the core temperature of the goods. Carrier will have no liability for loss or damage due to improper product temperature if the temperature record produced by the equipment verifies that the air temperature maintained during transit was within the specifications shown in this item. It is the shipper's responsibility to load freight in such a manner that proper air flow is maintained during shipment. Carrier will not be liable for any loss or damage to cargo due to restricted air flow caused by improper loading. Carrier is not liable for product loss or deterioration due to the inherent nature or vice of the cargo, defects in the product, or transit times in excess of the product's normal shelf life.</p> <p>Carrier is not responsible for air temperature fluctuations that do not exceed 4 hours duration.</p> <p>Carrier will only recognize temperature recording devices that record actual product temperatures.</p> <p>Carrier does not offer frozen service below minus 10 degrees Fahrenheit.</p> <p>Any shipment, regardless of size, which requires transportation at a particular, specific air temperature will be handled as a truckload and charged accordingly.</p> <p>One shipment, moving on one bill of lading, may move at only one service temperature (i.e., either frozen or chill). Any shipment requiring both frozen and chill service will be handled and charged by Carrier as two separate shipments.</p>			830		
<p>For explanation of abbreviations and reference marks, see the last page of this Guide</p>					
ISSUED: October 1, 2014			EFFECTIVE: October 1, 2014		
<p>ISSUED BY: BILL JOHANSEN, PRESIDENT</p>					
P.O. Box 1708, Mt. Vernon, WA 98273			3814 Old Hwy 99 S., Mt. Vernon, WA 98273		

RULES

ITEM  
NO.

**Refused or Undelivered Freight—Perishable**

The consignee is obligated by Federal law to accept the product upon tender for delivery unless it is practically worthless. The shipper and consignee are also obligated by law to cooperate with Carrier to mitigate the loss to the fullest extent possible. Carrier reserves the right at any time to immediately purchase the product outright and make disposition to Carrier's best advantage.

- A. If consignee refuses a shipment under the following circumstances which could potentially be transportation-related:
1. Temperature issue (including water in boxes, product glaze has thawed, chill product frozen in error, frozen product thawed in error) which may have occurred in transportation;
  2. Packaging issue (visible physical damage to packaging) which may have occurred in transportation;

Under these circumstances, Carrier shall retain possession of the refused goods, keeping them at the air temperature specified, and immediately notify the shipper-customer of the refusal and the circumstances. If the shipper supplies disposition instructions, Carrier may proceed accordingly. However, if the shipper does not supply disposition instructions, or if shipper's instructions are clearly detrimental to Carrier's interests, Carrier at its sole discretion may take the shipment to a trusted party, if necessary to a certified analytical food testing laboratory, for immediate inspection. Carrier will then transmit the inspection results to shipper, requesting disposition instructions. Again, if shipper does not supply disposition instructions or if shipper's instructions are clearly detrimental to Carrier's interests, Carrier at its sole discretion may proceed immediately to attempt to sell the product locally to mitigate the loss.

860

- B. If consignee refuses a shipment under the following circumstances which clearly are not transportation-related:
1. Product dating / shelf life issue (product shipped does not meet purchase-order dating or shelf-life requirements) not related to transportation;
  2. Label issue (product mislabeled or label error) not related to transportation;
  3. Packaging issue (wrong packaging) not related to transportation;
  4. Product quantity issue (product quantity does not match purchase-order quantity);
  5. Product quality issue (product shipped is of poor or substandard quality) not related to transportation;

Under these circumstances, which are clearly not related to the transportation of the goods, Carrier will immediately notify the shipper of the refusal and the circumstances and request disposition instructions. Carrier will follow shipper's disposition instructions; all charges incurred in carrying out shipper's instructions (including disposal costs, if applicable) will be billed to shipper.

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273

RULES GUIDE		BROWN LINE, LLC		Original Page 18	
RULES				ITEM NO.	
<b><u>Refused or Undeliverable Freight-Nonperishable</u></b>					
When a non-perishable shipment is refused or rejected by the consignee through no fault of Carrier, Carrier shall attempt to promptly notify the consignor. If Carrier does not receive a response within 48 hours of the first notice, Carrier will attempt to issue a second and final confirmed notification. If Carrier does not receive disposition within 10 days, Carrier may offer the shipment for public sale. The amount of the sale proceeds will be applied to Carrier's invoice for transportation, storage and any other applicable lawful charges.				861	
<b><u>Storage of Freight</u></b>					
A. Freight brought by Carrier to Carrier's terminal for pick up by customer or an outside carrier within a 24 hour time period will be held by Carrier at no charge.				910	
B. Freight held at Carrier's terminal longer than 24 hours will be assessed storage charges shown in ITEM 1000.					
<b><u>Truckload shipments: Shipper's Load and Count</u></b>					
Truckload shipments must be loaded by shipper; Carrier's driver will not assist or count the freight. Bill of lading must be clearly noted "Shipper's load and count" and seal applied. Consignee must remove seal and unload; Carrier's driver will not assist or count the freight. Absent improper seal record, Carrier shall have no liability for cargo loss or damage to shipments moving under "Shipper's load and count."				980	
<b><u>Truckload Shipments: Maximum Cargo Weight</u></b>					
The maximum gross cargo weight which may be loaded to Carrier's trailer is 45,000 lbs, subject to proper weight distribution along the length of the trailer to comply with axle-weight limitations.				981	
<b><u>Truck Ordered Not Used</u></b>					
If a shipper requests an LTL pickup and cancels the order after the truck has been dispatched, the charge shown in ITEM 1000 will apply in addition to any delay time incurred.				985	
If a shipper requests a TL pickup and cancels the order after the truck has been dispatched, shipper will be responsible for Carrier's round-trip mileage used, in addition to any delay time incurred, at charges shown in ITEM 1000.					
<b><u>Un-named Points</u></b>					
Established tariff or contract rates and rules, including rates from or to named origins or destinations, do not automatically or routinely apply to unnamed intermediate points. Rates applicable from or to unnamed intermediate points will be determined case by case and will take into account operational factors including driver hours of service rules, services required at the unnamed point, route options, compatibility with existing operations and other factors that affect Carrier's costs and capability of providing the required services.				990	
For explanation of abbreviations and reference marks, see the last page of this Guide					
ISSUED: October 1, 2014			EFFECTIVE: October 1, 2014		
ISSUED BY: BILL JOHANSEN, PRESIDENT					
P.O. Box 1708, Mt. Vernon, WA 98273			3814 Old Hwy 99 S., Mt. Vernon, WA 98273		

RULES GUIDE		BROWN LINE, LLC		Original Page 19	
RULES				ITEM NO.	
<b><u>Gross Weights and Inspection</u></b>					
<p>Frozen, chill, and dry shipments are billed on net weights with a maximum 10% allowance for packaging and pallet weight. Fresh iced seafood product shipments are billed on net weights with a maximum 60% allowance for packaging, pallet and ice weight.</p> <p>Carrier reserves the right to verify shipment weight using Carrier's registered, certified platform or forklift scales. If the actual weight of the shipment is found to be different from the weight declared by shipper on the bill of lading, Carrier will correct the weight and bill freight charges based on the corrected weight determined by Carrier (less the applicable allowance factor).</p>				995	
For explanation of abbreviations and reference marks, see the last page of this Guide					
ISSUED: October 1, 2014			EFFECTIVE: October 1, 2014		
ISSUED BY: BILL JOHANSEN, PRESIDENT					
P.O. Box 1708, Mt. Vernon, WA 98273			3814 Old Hwy 99 S., Mt. Vernon, WA 98273		

ITEM 1000--ACCESSORIAL RATES AND CHARGES

ITEM	DESCRIPTION	UNIT	CHARGE
647	Appointment charge-standard	Per shipment	\$20.00
647	Appointment charge-exceptional	Per shipment	\$75.00
190(B)	Blanket charge	Per blanket	\$25.00
190(C)	Blind shipment charge	Per shipment	\$100.00
364	Change in collection status	Per shipment	\$30.00
482	Re-delivery charge		
	Safeway Tracy	Per shipment	\$85.00
	Restaurants, malls, retail, residential	Per shipment	Quote
500	Detention of vehicle	Charge per hour	\$80.00
		Minimum charge	\$40.00
820	Diversion or reconsignment-prior to departure from origin terminal	Per shipment	\$50.00
820	Diversion or reconsignment-after departure from origin terminal	Per shipment	\$100.00
359	Duplicate copies of shipping documents	Charge per page	\$1.00
		Minimum charge	\$15.00
560	Extra labor	Per hour	\$65.00
		Minimum charge	Four hours
561	Lumper charges administrative fee	Per lumper invoice	\$5.00
751	Split pickup and delivery (LTL shipments)	Per pickup or delivery	\$80.00 + FSC
611	Minimum billing weight per pallet position		
	Frozen/chill/dry	Per pallet position	1500 lbs
	Fresh iced seafood	Per pallet position	1100 lbs
710	Pallet purchase charge	Per standard pallet	\$10.00
		Per heat-treated pal	\$25.00
752	Stop-off charges (TL shipments)	Per intermediate stop	\$80.00 + FSC
910	Storage charges		
	Dry freight	(per pallet per day or fraction)	\$25.00
	Refrigerated freight	(per-pal per day or fraction)	\$32.50
495	Transfer charge	Mechanical-per TL	\$275.00
		Non-unitized	Per ITEM 560
985	Truck ordered not used (LTL)	Per-shipment	\$75.00 + FSC
985	Truck ordered not used (TL)	Per round-trip mile used	\$2.50 + FSC
		Minimum charge	\$400.00 + FSC
390	Trailer wash-out charge	Per occurrence	\$100.00
4000	Hazardous material surcharge	Per cwt.	\$1.85
		Minimum Charge	\$53.00
		Maximum Charge	\$184.00
		Per additional hazard class in same shipment	\$53.00

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273

ITEM 2000--FUEL SURCHARGE TABLE

Diesel Fuel PADD-5 Price per Gallon	Fuel Surcharge Rate	Diesel Fuel PADD-5 Price per Gallon	Fuel Surcharge Rate
\$0.65	0.00%	\$2.85	23.40%
\$0.70	0.00%	\$2.90	24.00%
\$0.75	0.00%	\$2.95	24.60%
\$0.80	0.00%	\$3.00	25.20%
\$0.85	0.00%	\$3.05	25.80%
\$0.90	0.00%	\$3.10	26.40%
\$0.95	0.60%	\$3.15	27.00%
\$1.00	1.20%	\$3.20	27.60%
\$1.05	1.80%	\$3.25	28.20%
\$1.10	2.40%	\$3.30	28.80%
\$1.15	3.00%	\$3.35	29.40%
\$1.20	3.60%	\$3.40	30.00%
\$1.25	4.20%	\$3.45	30.60%
\$1.30	4.80%	\$3.50	31.20%
\$1.35	5.40%	\$3.55	31.80%
\$1.40	6.00%	\$3.60	32.40%
\$1.45	6.60%	\$3.65	33.00%
\$1.50	7.20%	\$3.70	33.60%
\$1.55	7.80%	\$3.75	34.20%
\$1.60	8.40%	\$3.80	34.80%
\$1.65	9.00%	\$3.85	35.40%
\$1.70	9.60%	\$3.90	36.00%
\$1.75	10.20%	\$3.95	36.60%
\$1.80	10.80%	\$4.00	37.20%
\$1.85	11.40%	\$4.05	37.80%
\$1.90	12.00%	\$4.10	38.40%
\$1.95	12.60%	\$4.15	39.00%
\$2.00	13.20%	\$4.20	39.60%
\$2.05	13.80%	\$4.25	40.20%
\$2.10	14.40%	\$4.30	40.80%
\$2.15	15.00%	\$4.35	41.40%
\$2.20	15.60%	\$4.40	42.00%
\$2.25	16.20%	\$4.45	42.60%
\$2.30	16.80%	\$4.50	43.20%
\$2.35	17.40%	\$4.55	43.80%
\$2.40	18.00%	\$4.60	44.40%
\$2.45	18.60%	\$4.65	45.00%
\$2.50	19.20%	\$4.70	45.60%
\$2.55	19.80%	\$4.75	46.20%
\$2.60	20.40%	\$4.80	46.80%
\$2.65	21.00%	\$4.85	47.40%
\$2.70	21.60%	\$4.90	48.00%
\$2.75	22.20%	\$4.95	48.60%
\$2.80	22.80%	\$5.00	49.20%

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273

ITEM 3000--Rate Groups

This page intentionally left blank

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273

## ITEM 4000--Hazardous Materials

Shipments transported by CARRIER are subject to Federal Hazardous Materials Regulations, Code of Federal Regulations, Title 49, Parts 100 through 180, including as the same are regulated by the U.S. Coast Guard, U.S. Department of Transportation and Environmental Protection Agency. The term "HazMat laws" refers to any international, federal, state, (Canadian) provincial, local, tribal or other treaty, law, statute, regulation, rule or ordinance relative to the transportation of hazardous goods and the term "hazardous goods" refers to any goods which have any hazardous, dangerous, explosive, flammable, poisonous, infectious, noxious, spontaneously combustible, radioactive, corrosive or oxidizing characteristics or effect whatsoever, including without limitation any material or substance listed on the federal Hazardous Material Table (49 C.F.R. §172.101), as amended, or otherwise identified by a HazMat law as being a marine or other pollutant, an explosive, dangerous or hazardous material.

Notwithstanding anything to the contrary, CARRIER reserves the right to refuse any goods at any time which, in its sole judgment, are dangerous, hazardous, inflammable or otherwise likely to injure any container, equipment, vessel or other property, and/or which CARRIER believes in its sole judgment cannot be safely loaded, stowed, secured, unloaded and delivered. No shipment shall contain any mix of goods which are non-compatible, including those identified as such by the Federal Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Code of Federal Regulations, Title 49, Parts 100-177, or any other federal, state or local environmental statute, regulation, department or agency.

Upon tender of any hazardous goods to CARRIER, Shipper must sign the bill of lading and make the following certification (49 C.F.R. §172.204):

THIS IS TO CERTIFY THAT THE ABOVE NAMED GOODS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

Upon request or as required by CARRIER, Shipper shall obtain and provide the following to CARRIER prior to any performance in relation to hazardous goods: (1) a copy of Shipper's registration under 49 U.S.C. §5108 as an offeror of hazardous goods for interstate transportation (or an applicable federal approval/ exemption); (2) the full name and street address, telephone and contact name for the owner, consignor and consignee of the hazardous goods; (3) a full description of the hazardous goods, including their identity and quantity; (4) booking confirmation number(s) assigned by Carrier; (5) complete and clear written instructions for the loading, handling, storing, movement, transportation and unloading of the hazardous goods as well as for response, clean-up, mitigation, remediation, alleviation, removal and restoration in the event of a spill or release of the hazardous goods; and (6) the full name and telephone number for a contact person who has comprehensive knowledge with respect to the hazardous goods, including their hazardous nature and emergency incident response requirements. The contact person identified by Shipper must be immediately available at all times during the performance of transportation services by Carrier, and his/her telephone number must be available and monitored at all times, and must not be a beeper number or otherwise involve any answering or call-back service.

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273



## ITEM 4000--Hazardous Materials

In addition, Shipper shall be responsible for obtaining and providing any and all transit or movement notices, permits, authorizations and confirmations for the hazardous goods or the transportation services in accordance with and as required by HazMat laws and/or any government, terminal and/or port agency or authority.

If the hazardous goods include any of the types/classes enumerated in 49 C.F.R. §172.800 or otherwise requiring a security plan, the shipping papers provided by Shipper must include a written security plan conforming with 49 C.F.R. §172.802 and other HazMat laws. Shipper shall be solely responsible for offering, describing, identifying, naming, classifying, documenting, packing, packaging, marking and labeling all hazardous goods tendered to CARRIER in strict compliance with HazMat laws. The foregoing specifically includes, but is not limited to, Shipper's responsibility for the performance of pre-transportation functions to assure safe transportation as well as complete, clear and accurate instructions as to all loading, transloading, storage or unloading, upon which Carrier shall be entitled to rely.

CARRIER shall be liable only for loss/damage occurring to the goods themselves, as set forth elsewhere in rules issued and enforced by CARRIER; Shipper shall be liable for, and shall indemnify and hold CARRIER harmless from and against, including legal fees and costs, all other loss, damage, expense, fee, cost, liability, suit, fine and/or penalty resulting from or in any way relating to any hazardous goods and/or their transportation, including without limitation any loss, damage, expense, fee, cost, liability, suit, fine and/or penalty resulting from or in any way relating to Shipper's failure to comply with its responsibilities in this tariff and/or HazMat laws. The foregoing specifically includes, but is not limited to, property damage, bodily injury, illness and/or death claims, as well as all pollution/environmental matters such as response, clean-up, mitigation, remediation, alleviation, removal and restoration.

A. SHIPMENTS ACCEPTED DUE TO MISDESCRIPTION OR NON-COMPLIANCE WITH RULES:

1. If CARRIER accepts Radioactive Materials and/or Infectious Substances without prior knowledge or approval because the commodities have been misdescribed or the rules contained in this item have not been obeyed, the shipper shall be responsible for an amount equal to all costs and damages incurred by CARRIER, plus 15 percent (15%), in addition to all other applicable charges contained in tariffs or agreements applicable to such shipments.
2. Damages shall be defined as including, but not limited to, the expense and cost of cleanup, removal and restoration of the property, premises, equipment and water vessel owned, leased or for which CARRIER is responsible, loss of use of same, including loss or anticipated revenue due to the unavailability of terminals, equipment or vessels resulting from a spill of CARRIER, its agents, their officers or employees; the cost of disposal of unclaimed, rejected or damaged cargo which are incurred by the carrier' damage, destruction or contamination of cargo and equipment in CARRIER's care, custody or control and personal injuries, penalties, forfeitures or assessments made by state, federal or local agencies as a result of such a shipment.

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273

## ITEM 4000--Hazardous Materials

## B. IMPROPERLY PLACARDED TRAILERS/CONTAINERS:

1. A charge of \$154.00 per trailer or container will be assessed to placard shipper furnished or carrier's vehicle in conformance with DOT and US Coast Guard regulations when shipment is found to be in non-compliance with those regulations.

## HAZARDOUS MATERIALS / DANGEROUS ARTICLES SURCHARGE - GENERAL:

Unless otherwise more specifically provided in tariffs or contracts or designated for application to specific services or within defined geographic lanes, a surcharge for cargo transported by CARRIER will apply for hazardous materials or dangerous goods required to be listed and described as such on shipping papers prepared in accordance with 49 CFR Part 172, Subpart C (49 CFR, Section 172.200 and following) or on Dangerous Goods Manifests prepared in accordance with Section 9 of the IMDG Code (International Maritime Dangerous Goods Code).

## Exceptions:

1. This surcharge will not apply to self-propelled vehicles or machinery when the sole cause for the hazardous designation is batteries and/or fuel in tanks used to power such vehicles or machinery as long as all provisions in tariffs or rules applicable to such shipments have been met.
2. This surcharge will not apply on "limited quantities" of hazardous materials as defined in CFR 49, subchapter C, part 171.8 or to hazardous materials classified and shipped ORM-D as described in CFR 49 subpart D, 173.144.

Surcharge per shipment: See Item 1000

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273

ITEM 4002--Hazardous Materials--Disposal

When shipments of hazardous/dangerous materials are either rejected by Consignee or determined by CARRIER or any other party to be damaged, Shipper shall make arrangements for their immediate removal and disposal at its separate risk and expense including the costs of further transportation and disposal.

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273

ITEM 5000--Rates and Charges

This page intentionally left blank

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273

This page intentionally left blank

For explanation of abbreviations and reference marks, see the last page of this Guide

ISSUED: October 1, 2014

EFFECTIVE: October 1, 2014

ISSUED BY: BILL JOHANSEN, PRESIDENT

P.O. Box 1708, Mt. Vernon, WA 98273

3814 Old Hwy 99 S., Mt. Vernon, WA 98273