

ICON Transportation, Inc.

MC# 515191

TARIFF GOVERNING

RULES, REGULATIONS AND

SCOPE OF OPERATIONS

APPLICABLE ON SHIPMENTS
BETWEEN POINTS IN THE
UNITED STATES

This Tariff Applies on Interstate and Intrastate Traffic.

EFFECTIVE: May 25, 2019

TABLE OF CONTENTS

OVERVIEW

This Tariff is a contract which binds all parties that hire ICON Transportation, Inc. ("ICON") to perform the transportation services described herein, as well as any other services performed by ICON or its affiliates, successors and assigns. All parties that engage ICON are presumed to have read, understand and agreed to the terms of this Tariff.

SECTION 1 – GENERAL TERMS AND CONDITIONS

ITEM 100 UPDATES TO TARIFF

When this Tariff is amended, all shipments accepted by ICON after the amendment are subject to the revision. The current Tariff is available by request or at the ICON's website at www.iconcompany.net. The party that hires ICON understands and agrees that it is responsible for inquiring about any rate, quotation or information that is not contained in this Tariff.

ITEM 105 APPLICATION OF TARIFF

Each provision of this Tariff shall apply to each transportation agreement entered into by ICON unless expressly waived in a signed, written agreement.

ITEM 110 INTERPRETATION OF THIS TARIFF

ICON retains the right to modify this Tariff at any time without prior written notice. No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Officer of ICON (see Item 120). The version of the Tariff in effect at the time of the acceptance of the shipment will apply to the shipment. The terms of pricing agreements (Tariffs) or contracts issued, agreed to, or published by the ICON authorized personnel supersede any and all verbal or other agreements made by unauthorized or authorized personnel and may not be modified except by written amendment approved by an authorized official.

ITEM 120 CONTRACTS AND AUTHORITY OF COMPANY PERSONNEL

Only **Authorized Officers (as defined herein)** have authority to enter into agreements; alter existing agreements; approve rates or pricing; approve deviations from published, contractual, or agreed rates or pricing; approve adjustments to freight bills or invoices; or take any other action to bind ICON to contractual terms and conditions. Expressly authorized officers are ICON personnel with the title of President, or any higher title. Terminal managers, drivers, sales personnel, and other personnel without the title of President, or any higher title are not authorized personnel.

ITEM 130 INTERSTATE VS. INTRASTATE

The rules set forth in this Tariff shall apply to all shipments handled by ICON regardless of the origin or destination.

ITEM 140 REGULATED VS. EXEMPT

The rules set forth in this Tariff shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by 49 U.S.C. §14706 (the Carmack Amendment) or, where applicable, by the Carriage of Goods by Seas Act (COGSA).

ITEM 150 WAIVER

ICON's failure to enforce the terms of this Tariff shall not be a waiver of ICON's rights to do so in the future. Any deviation from the terms of this Tariff or failure to enforce the terms of this Tariff shall not constitute a waiver of the right to enforce such terms in the future, nor shall any course of dealing or course of performance thereby arise.

ITEM 160 HOLIDAYS

The term "holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or any other day generally observed as a holiday by ICON at the point where the service is performed.

ITEM 170 RATES AND SCHEDULES

The rules published herein are applicable to all shipments transported by ICON unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b) with a shipper. Rates and schedules may be published in rate catalogues, on a shipper specific basis, in a **Load Confirmation form**, or pursuant to a spot market rate quotation.

ITEM 180 ARBITRATION

This Tariff shall be deemed to have been drawn in accordance with the statutes and laws of the State of Tennessee. All claims and disputes, whether in contract, tort or otherwise, arising out of, relating to or pertaining to this Agreement or the interpretation, breach, enforcement or subject matter thereof, that cannot be settled by mutual agreement of the parties shall be submitted to arbitration by one (1) arbitrator in Wilson County, Tennessee, conducted by the Transportation Arbitration Association, in accordance with its rules then in effect under the laws of the state of Tennessee. All claims for arbitration under this Agreement must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding. The arbitrator may not consolidate the claims, and may not otherwise preside over any form of a representative or class proceeding. Judgment upon any Arbitration award may be entered in any court of any state or county or application may be made to such court through judicial acceptance of the award or determination and on order of enforcement, as the law of the jurisdiction may require or allow. THE PARTIES TO THIS TARIFF HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR AGAINST EACH OTHER ON, OR IN RESPECT OF, ANY MATTER ARISING OUT OF, RELATING TO OR PERTAINING TO THIS TARIFF, OR THE INTERPRETATION, BREACH, ENFORCEMENT OR SUBJECT MATTER THEREOF. The prevailing party in any such arbitration shall be entitled to an award of actual reasonable attorney's fees and costs. The Arbitration award or ADR determination shall be final and no appeal shall be taken by either party. The costs of any such Arbitration shall be borne by the non-prevailing party.

ITEM 190 CHOICE OF LAW

To the extent not governed by federal law, the terms of this Tariff will be governed by the law of the State of Tennessee.

SECTION 2 - OPERATIONS

ITEM 200 MOTOR CARRIER OPERATING AUTHORITY

Copies of the FMCSA (Federal Motor Carrier Safety Administration) operating certificate are available upon request.

ITEM 210 BROKERAGE AUTHORITY

ICON International, Inc. is a freight broker pursuant to Docket No. MC-499165. ICON International arranges transportation with shippers and brokers, and routinely contracts with ICON to transport shipments in intrastate and interstate commerce. Notwithstanding the existence of a contract between ICON International and its shippers or co-brokers, the terms of this Tariff supersede the terms of conditions of such contracts unless otherwise agreed to in writing by ICON as set forth in Item 120.

ITEM 215 BILLS OF LADING

The terms and conditions of **ICON's Bill of Lading** ("Bill of Lading") shall apply notwithstanding the use by broker, shipper or any logistics coordinator of any other bill of lading or shipping document. **A copy of the Bill of Lading will be made available upon request.** Drivers are not authorized to bind ICON to non-conforming bills of lading or shipping contracts. Any terms, conditions and provisions of such bill of lading shall be subject and subordinate to the terms, conditions and provisions of this Tariff and, in the event of a conflict between the terms, conditions and provisions of such bill of lading and this Tariff, the terms, conditions and provisions of this Tariff shall govern. Where a bill of lading issued by the shipper is signed for by ICON's driver or other unauthorized person(s), that signature

acknowledges only receipt of the freight and identifies the entity to which to deliver. Forms signed by drivers are not a contract for the carriage of freight. Continued use of an unauthorized bill of lading or other shipping document (e.g., rate confirmation sheet, transportation agreement, online terms and conditions, or the like) by the shipper will not constitute an implied acceptance by ICON. ICON drivers are not authorized to accept freight for which Section 7 of the bill of lading is executed or to bind the company for other types of nonrecourse language.

ITEM 220 APPOINTMENTS/PICKUP & DELIVERY TIMES

Pick-ups and deliveries will be during customer's normal business hours. Appointments will be made at no charge. ICON will not be liable for late deliveries or un-kept appointments. Consignee shall facilitate prompt unloading in the event of missed appointments.

ITEM 225 DROPPED TRAILERS

ICON may, for the convenience of its customers, drop trailers at a designated location. ICON's customer assumes responsibility for loss of or damage to such trailers until such time as ICON accepts the freight tendered on the dropped trailer. ICON has no liability for loss or damage to freight on a dropped trailer until such time as ICON's driver accepts such freight.

ITEM 230 CONVENIENCE INTERLINING

In order to provide the most efficient, economical service to the shipping public, ICON will utilize the service of the other named carriers participating in this Tariff to achieve the transportation service required for tendered shipment, **except** if bills of lading covering tendered shipments are noted by shippers that "convenience interlining not applicable," convenience interlining will not be utilized. Interchange of freight of service will be at points common to the authorized service of ICON. Shipments accorded "convenience interlining" will move on the bill of lading of ICON, which will assume responsibility for the lading, and such shipments will be charged for service performed exclusively by ICON.

ITEM 240 PROHIBITED COMMODITIES

ICON will not accept the following commodities for transportation or storage:

- A. Hazardous materials
- B. Empty Cylinders
- C. Empty Drums Containing Residue
- D. Garbage, trash and refuse that includes hazardous waste.
- E. Household goods
- F. Contraband
- G. Artwork
- H. Stocks and bonds
- I. Cash
- J. Jewelry
- K. Items of extraordinary value

ITEM 245 HAZARDOUS MATERIAL SHIPMENTS

Shipper shall pay all damages, including but not limited to costs associated with the cleanup of Shipper's material when such cleanup is the result of Shipper's negligence in failing to inform ICON that a shipment constitutes or consists of hazardous materials. Shipper shall release and hold ICON harmless from and against any and all claims resulting from tender of hazardous materials, including bodily injury, death, and property damage claims (including cargo loss and damage).

ITEM 255 IMPRACTICAL OPERATIONS

Nothing in this rule Tariff requires ICON to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of ICON to operate vehicles because of:

- (A) The condition of roads, streets, driveways, or alleys;
- (B) Inadequate loading or unloading facilities; or
- (C) Riots, Acts of God, fire, the public enemy, the authority of law, strikes or labor unrest, the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.

ITEM 260 INDEMNITY

Except in the case of ICON's negligence, Shipper shall indemnify, defend and hold harmless ICON from any and all liabilities, judgments and expenses resulting from any injury or death, loss or destruction to persons or property (excluding cargo): (i) arising out of Shipper's negligent performance under this Agreement, (ii) caused by a material breach of Shipper's obligations hereunder, or (iii) caused by the negligence of Shipper, its employees, its agents, or representatives.

In the event a claim results from the joint negligence of the parties, Shipper and ICON shall apportion all damages and defense costs between themselves according to the proportion their relative fault contributed to the damages suffered.

ITEM 250 ON-HAND SHIPMENTS

From time to time and for various reasons, freight may be deemed to be “on-hand.” Freight will be deemed on-hand with or without notice. When freight is “on-hand” the legal liability of ICON is altered from that of a motor carrier to that of a warehouseman. The procedures which ICON agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. ICON: (a) shall place the lading in public storage, where practical, unless ICON receives contrary disposition instructions from Shipper within twenty-four (24) hours, and may offer the lading for public or private sale if disposition instructions are not given by Shipper within ten (10) days of ICON’s initial notification to Shipper. In the case of perishable lading, ICON may dispose of the lading at a time and in a manner ICON deems appropriate. Shipper will be responsible for storage costs and reasonable costs ICON incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs ICON incurs as a warehouseman, ICON shall remit the balance to Shipper. If Shipper gives ICON timely disposition instructions, ICON will use any commercially reasonable steps to abide by such instructions. Shipper will pay ICON’s costs and any additional transportation costs ICON incurs in doing so.

ITEM 260 PACKAGING REQUIREMENTS

Where packaging requirements are not otherwise provided by Tariff or in an agreed writing from ICON under Item 120, the packaging requirements that are the custom and standard in the industry that are sufficient to withstand the rigors of ground transportation will apply. Where packaging requirements are provided in this Tariff, rates provided therewith will apply only when the article or articles are packaged in accordance with such packing requirements, provided, however, that rates subject to such packaging requirements will apply also when the article or articles so packed as required are placed on pallets.

ITEM 262 PACKING OR PACKAGING, BLOCKING, RACKS, STANDARDS OR SUPPORTS

Any temporary blocking, flooring or lining, racks, pallets, standards, stakes or similar bracing, dunnage or support or other commonly used items not constituting a part of the truck when required to protect and make freight secure for shipment, will be furnished and installed at the expense of the Shipper unless ICON has agreed to supply said equipment free of charge.

ITEM 265 PICKUP & DELIVERY SERVICE

Each shipment will include only one pickup and one delivery. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of ICON prior to pick-up or delivery service.

ITEM 270 RIGHT TO OPEN/INSPECT

ICON reserves the right to open/inspect any freight which has been accepted for shipment, including loads that have been sealed.

ITEM 273 SERVICE STANDARDS

ICON does not offer guaranteed service on any shipments. On all shipments, freight will be delivered upon reasonable dispatch. Appointment times and notations such as “must deliver by” on the bill of lading are insufficient to alter the reasonable dispatch standard.

ITEM 275 SHIPPER LOAD & COUNT

All shipments shall be loaded by the consignor and unloaded by the consignee. ICON’s drivers are instructed to sign bills of lading as shipper load and count or “SLC”. Inadvertent omission of this notation will not result in a presumption of ICON liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

ITEM 280 SUBSTITUTED SERVICE

For its operating convenience, ICON reserves the right to hire other carriers as qualified subcontractors to provide all or part of given movements. ICON agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to Shipper by this Tariff, bill of lading, and/or contract will be provided.

ITEM 285 WEIGHTS

Unless otherwise agreed by ICON in accordance with Item 120, all shipments will be subject to a minimum gross weight of 80,000 lbs. Weights include pallets or other shipping materials.

ITEM 290 EQUIPMENT

- (1) No Shipper or receiver will have the right to the exclusive use of equipment. ICON will determine the utility of its equipment in relation to the customer’s need.
- (2) ICON’s equipment is controlled and operated by ICON’s employees and owner operators only. Any other use or operation, without specific written authorization is expressly prohibited.

SECTION 3 – ACCESSORIAL CHARGES

NOTE: Accessorials may be performed by contractors or other outside vendors who are not employed by ICON. ICON is not liable for the performance of these outside parties.

ITEM 300 ACCESSORIAL CHARGES--GENERAL

ICON reserves the right to bill and collect accessorial charges from the consignor or consignee which incurred those charges. Rates and charges are based upon Shipper load and Consignee unload and subject to ICON accessorial charges including fuel surcharge. Maximum weight not to exceed legal weight limit. All Rates are governed by ICON Transportation, Inc.

Service Terms and Charges

Minimum Charge	An additional \$650.00 per shipment for Northeast states (for purposes of this accessorial charge, the states of CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI and VT shall be defined as "Northeast States")* Intra Northeast states will be an additional \$3.00 per mile per shipment
Stops in Transit	\$ 75.00 for the first stop; \$75.00 for the second; \$75.00 for the third; \$90.00 for each stop thereafter.
Impractical Operations	\$ 3.00 per mile exceeding shortest route
Detention – Without Power	See Item 310
Detention – With Power	See Item 320
Reconsignment or Diversion	\$250.00, subject to stop-in-transit rules
Non Permitted Use of Equipment	Utilization of equipment, which does not strictly comply with the intended use between ICON and its customer, will result in a charge of \$ 500.00 USD per trailer or container, per day, for each occurrence.
Load/Unload Charge	Customer will pay face value of lumper receipt or a minimum load/unload charge of \$150. If sort and segregate is required there will be an additional \$150.00 charge for such service.
C.O.D. Shipments	\$ 25.00 per C.O.D. collection
Two-Man Driver Teams	Additional \$0.40 per loaded mile, when requested
Additional Copies of Proof of Delivery	A digitized image of the bill of lading shall accompany each freight bill at no charge. Additional copies of such bills of lading shall be available for \$25.00 USD
Multiple Invoices	\$25.00 for each additional consignee billed
Payment/Collection of Charges	All charges must be paid within seven (7) days from the date of delivery at final destination. 1.5 % per month on charges not paid within 30 days of billing.
Ferry Charges	All applicable roundtrip ferry charges
Pallet Charge	\$150.00 per pallet
Returned, Undelivered Shipments	Quoted rate per mile for all miles from origin and returning back to the origin point, subject to \$1000.00 minimum. Mileage is calculated at same rate as orig. delivery.
Vehicle Furnished But Not Used – Solo Drivers	\$1.90 mile from last destination to designated pickup, and return to last destination, subject to \$300.00 minimum

Vehicle Furnished But Not Used – Team Drivers	\$3.00 per mile from last destination to designated pickup, and return to last destination, subject to \$200.00 minimum
Dunnage Disposal	\$150.00 charge assessed if carrier is responsible for disposal of materials used in securing the shipment for transport

ITEM 310 DETENTION WITHOUT POWER

Shipper/Consignee will receive a forty-eight hour period for trailers to reside at the facility waiting to be loaded or unloaded. Each additional full day beyond this time allowance will be billable to the Shipper/Consignee. Saturdays, Sundays and holidays will be excluded when computing per diem charges, provided they fall within the free-time. Computation of free-time will begin at 12:01 AM the day after constructive placement of the trailer. Shipper/Consignee will be responsible for notifying ICON when trailer is available for pickup and will be charged until notification is received by ICON. Notification may be made via fax or email to the phone number or email address provided by ICON. Separate invoice billing will be provided on a monthly basis.

The rates applicable to trailer detention are as follows:

Dry Van Trailer Detention Rate Schedule

Full Days After Trailer Detention Placement Charge Per Day	
1 ST – 2 ND Day	\$0.00
3 RD – 5 TH Day	\$ 150.00
6 TH – 10 TH Day	\$ 150.00
11 TH day forward	\$ 150.00

ITEM 320 DETENTION WITH POWER

Shipper/Consignee will receive 2 hours free time for tractors to reside at the facility waiting to be loaded or unloaded. Each additional time beyond the free time allowance will be billable to the Shipper at \$125.00 per hour. Computation of free time will commence at either the truck’s arrival date/time, or the appointment date/time, whichever is later. In the event there a multiple pickups or deliveries during the trip, the free time will apply to the first stop only.

ITEM 330 FUEL SURCHARGE

Shipper and Carrier agree, that based on the Department of Energy (DOE) National Average price of fuel, all linehaul rates charged to Shipper shall be adjusted according to the DOE rates then affect at the time of shipment, but in no event less than the rates stated below. If applicable, the surcharge will be effective for loads dispatched Monday through Sunday based on the DOE National Average price released on Monday of that Week:

\$5.450 - and up \$0.88 per mile plus an additional \$.01 per mile for each \$.05 increment or fraction thereof above \$5.450.

SECTION 4 – FREIGHT CLAIMS

NOTE: In an effort to provide its customers with quality service at competitive rates, ICON’s rates are dependent on its liability for lost or damaged goods being set at less than full value. To ensure customers are fully aware of this and all terms and conditions applicable to their shipments, ICON encourages shippers to review this Section 4 of the Tariff. Note that, in exchange for the competitive pricing provided by ICON, some items may be subject to limitations of liability, released values or other options specific to a shipment or a commodity. Customers should carefully review this Section 4 of this Tariff to understand these limitations as well as options for selecting increased liability limits. Customers are further encouraged to evaluate their cargo insurance program so they may tender their goods at the lowest possible overall cost while still being insured for a value consistent with their requirements.

ITEM 400 EXCESS LIABILITY LIMITS AVAILABLE

ICON’s rates for the transportation of freight, whether provided in a written contract or otherwise, are dependent on value, specifically on the limitations of liability described in this Section 4. **IF SHIPPER DESIRES TO PURCHASE LIABILITY LIMITS IN**

EXCESS OF THOSE DESCRIBED IN THIS SECTION 4, SHIPPER MUST COMPLY WITH THE FOLLOWING PROVISIONS:

1. Liability limits in excess of those described in this Section 4 are available at shipper's option.
2. The shipper must notify ICON no less than seventy-two (72) hours prior to pickup of the shipment for transportation that the shipper chooses to purchase liability limits in excess of those described in this Section 4.
3. The shipper must prepay the excess liability rate which is computed as (a) the rate quoted to shipper in writing, or in the absence of a specific written quotation, the rate contained in **ICON's Load Confirmation Sheet.**
4. The shipping instructions on the bill of lading or shipping document must specifically note: that the shipment is moving under excess liability rates.
5. The maximum amount of excess liability that may be purchased is \$250,000 per trailer load. In no event will ICON be liable for any loss in excess of **\$250,000 even where additional coverage is purchased. If shipper attempts to purchase liability limits in excess of \$250,000 ICON's liability will be limited to \$250,000 and any payment for liability in excess of that amount will be returned to shipper.**

ITEM 405 CLAIMS LIABILITY

Liability for claims will be governed by 49 USC § 14706 or, where applicable, the Carriage of Goods by Sea Act. ICON shall not be liable to the owner of property for damage, loss or delay caused by (1) an act of default of the shipper, owner or consignee, or their agents; (2) an Act of God, (3) the public enemy, (4) act of the public authority; (5) inherent vice of the goods (6) freezing or spoiling of any perishable goods or property. Claims involving intrastate shipments and shipments of exempt commodities shall be subject to this Section. Liability will be limited to actual loss to the goods. Transportation costs will not be considered part of the claim if the claim is for invoice value of the goods. ICON shall not be liable for delay under any circumstances unless ICON specifically agrees to take on such liability pursuant to Item 120.

ITEM 410 CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 et seq.) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

- (A) ICON shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within **thirty (30) days or up to 120 days** after the date of its receipt by ICON unless ICON shall have paid or declined such a claim in writing within **thirty (30) days or up to 120 days** of the receipt thereof. ICON shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (B) Claims in writing are required within nine (9) months from the date of delivery or from the time when delivery should have been accomplished. A claim for loss, damage, or injury to cargo shall not be voluntarily paid by ICON unless filed in writing, as provided in subparagraph (C) of this Item with ICON within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract carriage, and all rules Tariff provisions applicable thereto. Claims for concealed damages must be submitted to ICON within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- (C) Minimum filing requirements. A communication in writing from a claimant, filed with ICON within the time limits specified in the bill of lading or contract of carriage or applicable contract between ICON and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between ICON and shipper.
- (D) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by ICON as sufficient to comply with the minimum claim filing requirements specified in subparagraph (C) above.
- (E) Claims filed for uncertain amounts. Whenever a claim is presented against ICON for an uncertain amount such as "\$100 more or less," ICON shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (C) above.
- (F) Each claim filed against ICON in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. The shipper or consignee in possession shall afford ICON five (5) days to inspect any damaged shipment prior to dispensation.
- (G) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, ICON shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.
- (H) Verification of loss. A prerequisite to the voluntary payment by ICON of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which

the claim is filed has not been received from any other source, and that the claim has not been assigned.

- (I) ICON shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by ICON; provided, however that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, ICON shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon.

ITEM 415 CLAIMS LOSS & DAMAGE – ACCEPTANCE OF GOODS

The consignee must accept the goods tendered for delivery unless they are determined to be totally worthless.

ITEM 420 CLAIMS LOSS & DAMAGE – CLEAR DELIVERY

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Regardless of whether ICON receives a clear delivery or not, the party asserting the claim has the burden to show that the damage occurred while the freight was in the possession of ICON.

ITEM 425 CLAIMS LOSS & DAMAGE – SALVAGE

- (A) Whenever property transported by ICON is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, ICON, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of competent salvage agent. ICON will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. ICON shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. ICON shall also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filled thereon.
- (B) Whenever disposition of salvage material of goods will be made directly to an agent or employee of ICON or through a salvage agent or company in which ICON or one or more of its directors, officers, or managers has any interest, financial or otherwise, ICON's salvage records will fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
- (C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, ICON shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.
- (D) To the extent that the Shipper asserts that the goods should be destroyed, ICON remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.

ITEM 430 DISPOSITION OF OVERAGE

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by ICON upon request in return for payment of ICON's applicable freight charges. In the event consignor and consignee decline to accept overages and mitigate damages, ICON will treat any overage as salvage and after notice shall sell same in accordance with the bill of lading contract and the terms of this Tariff. The proceeds of any such sale less ICON's freight and storage charges will be remitted to the person or persons lawfully entitled to receive same. ICON will not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

ITEM 435 LIMITATION OF LIABILITY

Unless excess liability is purchased by shipper as described in this Section 4, Item 400, ICON's maximum liability for loss or damage to shipments of new and used machinery, including, but not limited to, used production equipment, office equipment, computer warehouse equipment and racking, shall be limited to \$0.50 centers per pound, per article.

In all other cases, unless excess liability is purchased by shipper as described in this Section 4, Item 400, ICON's liability for any loss, damage, theft, or destruction of freight shall not exceed the least of the following:

- A. The actual cost of the goods supported by an authenticated copy of the original invoice;
- B. The cost of replacement or repair of the lost or damaged cargo;
- C. The lowest limited liability amount specified in the Bill of Lading, any applicable contract governing the shipment, any applicable Tariff governing the shipment, any limitation of liability provided by any applicable law of Canada or Mexico or a state or province of either, the Carriage of Goods by Sea Act, or this Section 4 of ICON's Tariff;
- D. \$100,000.00 per truckload shipment.

In all other cases, unless excess liability is purchased by shipper as described in this Section 4, Item 400, ICON's liability for any loss, damage, theft, or destruction of freight for spot quote shipments will be limited to \$0.10 per pound, per article.

ITEM 440 RESERVED.

ITEM 445 MIXED COMMODITIES

Shipper must identify the specific commodity or product on the bill of lading for all transportation movements. If Shipper fails to identify the specific commodity or product, ICON will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state or local laws and regulations from being co-loaded on the same trailer with the product or commodity moving under the FAK rates.

ITEM 455 RESERVED.

ITEM 460 SHORTAGE

ICON will not be responsible for shortage on shipments that are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. ICON will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

ITEM 465 SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES

ICON will not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of, but not limited to, shortage, damage or delay. Additionally, ICON will not be liable for attorney's fees of the Shipper.

ITEM 470 SPOTTED EQUIPMENT

ICON's responsibility for cargo begins when ICON picks up a shipment from the Shipper's dock, or in the case of spotted equipment, when ICON takes physical possession of the loaded trailer. ICON's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

ITEM 475 INTERPLANT MOVES

ICON's liability for loss, damage or destruction of any goods shipped on an Interplant Move will be limited to **\$0.50** per pound per package. An Interplant Move is a shipment by a company from one of its facilities to one or more of its other facilities or facilities of its divisions or subsidiaries of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers or manufacturing facilities.

ITEM 480 RETURNED GOODS

Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by ICON from the original shipper, will be limited to lost freight only and ICON will not be responsible for damages. Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by ICON from the original shipper and delivered without exception, when ICON is not given an opportunity to inspect prior to return, will be limited to lost freight only and ICON will not be responsible for damages.

SECTION 5 – FREIGHT CHARGES

ITEM 500 CREDIT AND COLLECTIONS

- (1) Any consignor or consignee must meet creditworthiness requirements or the shipment must be prepaid by the consignee. Prepayment must be by credit card.
- (2) Invoices for freight will, upon request be forwarded to third party freight services, however, it is the responsibility of the party designated on the bill of lading as shipper (for prepaid shipments) or consignee (for collect shipments) to ensure payment is made within the prescribed credit period. It is also the payer's responsibility to ensure accurate and updated rates are supplied to the freight payment service. The name, address and any account numbers of the freight service plan must be clearly stated on the bill of lading. For third party payment shipments, ICON will invoice the shipper's broker, bank or other agent for freight charges. ICON 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 payments of freight charges is not received pursuant to third party billing. A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with ICON picking the shipments up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a non-recourse provision of the bill of lading. If such a provision is executed and the shipment is inadvertently accepted, the non-recourse provision will be ineffective.
- (3) Freight charges for prepaid shipments must be paid by credit card. Excluded are shippers or receivers who have established credit terms with ICON prior to delivery.
- (4) ICON will **impose a processing fee equal to the amounts paid by ICON** per transaction for credit card payments.
- (5) Additionally, when arrangements are made with intermediaries for transportation services provided by ICON and the intermediary in turn bills the shipper or beneficial owner of the goods for freight charges inclusive of ICON's rates, the following rules apply:
 - (i) The intermediary will segregate money due owing to ICON from other accounts.
 - (ii) Intermediary will pay ICON without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to ICON.
 - (iii) When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply. (iv) When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 et seq. shall apply and monies received by the broker shall be segregated from its other assets and liabilities.

- (v) In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to ICON.
- (vi) ICON preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the bill of lading is signed and to the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with the bill of lading.

ITEM 510 COLLECTION AND PAYMENT OF CHARGES

Shipper shall pay ICON in full, within 7 calendar days of receipt of ICON's invoice, for all transportation and related services according to the addendum(s) and schedule(s) of rates negotiated between ICON and Shipper, and included by reference herein. In the event payment is not made within fifteen days, Shipper agrees that interest will accrue daily and be made payable to ICON at the lesser of 1.5% per month or the maximum legal rate and, in addition, Shipper may lose any discounts offered by ICON under any contract agreement.

ITEM 520- ITEM 530 RESERVED.

ITEM 540 JURISDICTION AND VENUE OF COLLECTION SUIT

All action or proceedings instituted by ICON for the collection of freight charges owed by the shipper, consignor, consignee or third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, shall be governed by Item 180 of this Tariff.

ITEM 550 LIEN FOR FREIGHT CHARGES

ICON shall have a possessory lien on shipments in its dominion and control for the payment of current and past due freight charges. Shipper's goods will be held and sold following issuance of an On Hands Notice. ICON reserves the right to convert any shipment to a collect shipment.

ITEM 560 PAYMENT WITHOUT OFFSET

Shipper, Consignor and/or Consignee, or its broker or agent, shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Tariff and shipper, consignor, or consignee shall not deprive ICON of the claims process by unilateral deduction of claims from payment of freight charges due.

ITEM 570 PRECEDENCE OF RATES AND CHARGES

- A. When Shipper, consignee or third party each has a pricing agreement or contract with rates applicable to its linehaul charges on a given shipment, those provisions applicable to the payer of the freight charges will apply. This priority or application will apply whether or not the total charges are higher, lower or unchanged from those that might result if provisions applicable to a non-paying party were applied.

Payer shall mean:

- 1) Shipper on prepaid shipments (except when a third party has been designated on the original bill of lading).
- 2) The consignee on collect shipments.
- 3) A third party (party other than Shipper or consignee) as designated on the original bill of lading.

Freight payment plans will not be considered as payer.

- B. On accounts which have contractual provisions and ship from a location not listed in their contract, the shipment will be rated using class rates with no applicable discount.

ITEM 580 THIRD PARTY BILLING.

ICON will invoice the shipper's broker, bank or other agent for freight charges. ICON 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 payments of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with ICON picking the shipments up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a non-recourse provision of the bill of lading.

ICON drivers executing bills of lading do not have authority to vary or change these provisions.

ITEM 590 UNDERCHARGE/OVERCHARGE CLAIMS

Any claim for overcharges of freight bills must be submitted within 180 days of shipment date and must be submitted by the responsible party of the freight charges. Any claim for undercharges of freight bills must be submitted by ICON to the payor of the

freight charges within 180 days of the shipment date.

SECTION 6 – FLATBED

ITEM 600 TARPING (REQUESTED)

Loads will not be tarped unless specifically requested by Shipper. Tarping charges shall apply pursuant to Section 640.

ITEM 610 TARPING (PLACEMENT OF)

Shipper shall provide ICON with a safe place to secure and tarp the load.

ITEM 620 LOADING

Shipper is responsible for loading flatbed freight. ICON will not liable for damage caused by the improper loading of flatbed freight. ICON's acceptance of such freight for transportation does not imply that such freight is adequately loaded by Shipper.

ITEM 630 RESERVED.

ITEM 640 ACCESSORIALS

Minimum Charge	An additional \$650.00 per shipment for Northeast states (for purposes of this accessorial charge, the states of CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI and VT shall be defined as "Northeast States")* Intra Northeast states will be an additional \$3.00 per mile per shipment
Stops in Transit	\$ 75.00 for the first stop; \$75.00 for the second; \$75.00 for the third; \$90.00 for each stop thereafter.
Impractical Operations	\$5.00 per mile exceeding shortest route
Detention – Without Power	See Item 650
Detention – With Power	See Item 660
Reconsignment or Diversion	\$300.00 subject to stop-in-transit rules
Non Permitted Use of Equipment	Utilization of equipment, which does not strictly comply with the intended use between ICON and its customer, will result in a \$500.00 per trailer or container, per day, for each occurrence.
Load/Unload Charge	Customer will pay face value of lumper receipt or a minimum load/unload charge of \$250.00.
C.O.D. Shipments	\$ 25.00 per C.O.D. collection
Two-Man Driver Teams	Additional \$0.50 per loaded mile, when requested
Additional Copies of Proof of Delivery	A digitized image of the bill of lading shall accompany each freight bill at no charge. Additional copies of such bills of lading shall be available for \$25.00 each.
Multiple Invoices	\$25.00 for each additional consignee billed
Payment/Collection of Charges	All charges must be paid within seven (7) days from the date of delivery at final destination. 1.5 % per month on charges not paid within 30 days of billing.
Ferry Charges	All applicable roundtrip ferry charges

Pallet Charge	\$100.00 per pallet
Returned, Undelivered Shipments	\$ ___ per mile for all miles from origin and returning back to the origin point, subject to \$ ___ minimum Calculated at same rate as orig. delivery
Vehicle Furnished But Not Used – Solo Drivers	\$1.90 mile from last destination to designated pickup, and return to last destination, subject to \$300.00 minimum
Vehicle Furnished But Not Used – Team Drivers	\$3.00 per mile from last destination to designated pickup, and return to last destination, subject to \$200.00 minimum
Dunnage Disposal	\$150.00 charge assessed if carrier is responsible for disposal of materials used in securing the shipment for transport
Tarpping	\$500.00
Over Dimensional Loads	150% of the normal rate on shipments exceeding 53' long 102' wide, or 13' 6"

ITEM 650 DETENTION WITH POWER (Tractor Detention)

Shipper/Consignee will receive a forty-eight hour period for trailers to reside at the facility waiting to be loaded or unloaded. Each additional full day beyond this time allowance will be billable to the Shipper/Consignee. Saturdays, Sundays and holidays will be excluded when computing per diem charges, provided they fall within the free-time. Computation of free-time will begin at 12:01 AM the day after constructive placement of the trailer. Shipper/Consignee will be responsible for notifying ICON when trailer is available for pickup and will be charged until notification is received by ICON. Notification may be made via fax or email to the phone number or email address provided by ICON. Separate invoice billing will be provided on a monthly basis.

The rates applicable to trailer detention are as follows:

Flat Bed Detention Rate Schedule

Full Days After Trailer Detention Placement Charge Per Day	
1 ST – 2 nd Day	\$0.00
3 rd – 5 th Day	\$80.00
6 th – 10 th Day	\$80.00
11 th day forward	\$80.00

ITEM 660 DETENTION WITHOUT POWER (Trailer Detention)

Shipper/Consignee will receive 2 hours free time for tractors to reside at the facility waiting to be loaded or unloaded. Each additional time beyond the free time allowance will be billable to the Shipper at \$150.00 per hour. Computation of free time will commence at either the truck's arrival date/time, or the appointment date/time, whichever is later. In the event there a multiple pickups or deliveries during the trip, the free time will apply to the first stop only.