



ECM Transport, LLC

MC# 209658

TARIFF GOVERNING

RULES, REGULATIONS AND

SCOPE OF OPERATIONS

**APPLICABLE ON SHIPMENTS
BETWEEN POINTS IN THE UNITED
STATES AND CANADA**

This Tariff Applies on International, Interstate, and Intrastate Traffic.

EFFECTIVE: July 1, 2025

Issued by:

ECM Transport LLC
1 Rich Hill Rd
Cheswick, PA 15024
www.ecmtransport.com/

PREFACE

The information contained herein or subsequently added, and any rates or charges contained herein, and/or rates and information in computerized data format, are the sole property of ECM.

The transfer of electronic transmission, in whole or in part, requires prior approval of ECM.

All rates and quotations are subject to periodic revisions, increases, and restructuring. ECM will make reasonable efforts to advise the user of record of any rate or information change, however, it is the user's responsibility to determine the current status of all previously received rates, quotations and information.

SECTION 1 – GENERAL TERMS

ITEM 100

BILLS OF LADING

The terms and conditions of the Standard Truckload Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind ECM to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only. 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 ECM's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the entity to which to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by ECM. ECM drivers are not authorized to accept freight for which Section 7 is executed or to bind the company for other types of nonrecourse language.

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Date: _____						STANDARD TRUCKLOAD BILL OF LADING		Page _____			
SHIP FROM						Bill of Lading Number: _____ <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> BAR CODE SPACE					
Name: _____ Address: _____ City/State/Zip: _____ SID#: _____											
SHIP TO						CARRIER NAME: _____ Trailer number: _____ Seal number(s): _____ SCAC: _____ Pro number: _____					
Name: _____ Location #: _____ Address: _____ City/State/Zip: _____ CID#: _____											
THIRD PARTY FREIGHT CHARGES BILL TO:						<div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> BAR CODE SPACE					
Name: _____ Address: _____ City/State/Zip: _____											
SPECIAL INSTRUCTIONS:						Freight Charge Terms: <u>(freight charges are prepaid unless marked otherwise)</u> Prepaid _____ Collect _____ 3 rd Party _____ Master Bill of Lading: with attached underlying Bills of Lading <input type="checkbox"/> (check)					
CUSTOMER ORDER INFORMATION											
CUSTOMER ORDER NUMBER			# PKGS		WEIGHT		PALLET/SKID (CIRCLE ONE)		ADDITIONAL SHIPPER INFO		
							Y N				
							Y N				
							Y N				
							Y N				
							Y N				
GRAND TOTAL											
CARRIER INFORMATION											
HANDLING UNIT		PACKAGE		WEIGHT		H.M. (X)		COMMODITY DESCRIPTION <small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care.</small>			
QTY	TYPE	QTY	TYPE								
TOTAL											
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:						COD Amount: \$ _____					
*The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.						Fee Terms: Collect: _____ Prepaid: _____ Customer check acceptable: _____					
NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. §14706(c)(1)(A) and (B).											
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to the terms and conditions set forth on the reverse side hereon as well as to all applicable state and federal regulations.						The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.					
SHIPPER SIGNATURE / DATE This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.						Trailer Loaded: By Shipper _____ By Driver _____		Freight Counted: By Shipper _____ By Driver/pallets said to contain _____ By Driver/Pieces _____		CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. <i>Property described above is received in apparent good order, except as noted.</i>	

STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS

§ 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, or resulting from a defect or vice in the property.

§ 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

§ 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine months after delivery of the property or in the case of failure to make delivery within 9 months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

§ 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be stored in a public or licensed warehouse at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

§ 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

§ 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

§ 7. (a) The consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

§ 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

§ 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.

(b) If all or any part of said property is carried by water, and the loss is carried by water and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water.

ITEM 103**LITIGATION**

To the extent not governed by federal law, the terms of this Tariff will be governed by the law of the State of Pennsylvania. In the event of any dispute pursuant or related to, or arising out of, this Tariff or transaction, including but not limited to the effect of any term, covenant or provision, any litigation must be filed in the state or federal courts embracing Allegheny County, Pennsylvania, and the parties waive any objections to the jurisdiction of such courts and to venue in such courts.

ITEM 105**BILLS OF LADING, CONTRACTS AND AUTHORITY OF COMPANY PERSONNEL**

ONLY ECM officials or personnel expressly authorized to do so by ECM 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 ECM to contractual terms and conditions. Expressly authorized officials are ECM personnel with the title of Vice President, or any higher title. Terminal managers, drivers, sales personnel, and other personnel without the title of Vice President, or any higher title are not authorized personnel.

The terms of pricing agreements (tariffs) or contracts issued, agreed to, or published by the ECM 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.

The terms of this Tariff may be modified or waived only as set forth in this Item 105. 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.

Where a Bill of Lading issued by the shipper is signed for by ECM's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the entity to which to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by ECM. ECM drivers are not authorized to accept freight for which Section 7 is executed or to bind the company for other types of nonrecourse language.

ITEM 110**BROKERAGE AUTHORITY**

ECM has authority to operate as a freight broker and reserves the right to provide transportation service through as a broker rather than acting as motor carrier. In the event ECM chooses to handle the shipment as a broker, ECM's liability and obligations shall be as a broker and not a carrier. In the event that ECM acts as a broker and is listed on the bill of lading as the carrier, this is for convenience only and is not intended to indicate that it is the carrier.

ITEM 115**SUBSEQUENT VERSIONS OF THIS TARIFF**

When this tariff is amended, all shipments accepted by ECM after the amendment are subject to the revision. The current tariff is available by request or at the ECM's website at www.ECM.com.

ITEM 120**INTERPRETATION OF THIS TARIFF**

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 Official of ECM (see Item 105). This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment will apply to the shipment.

ITEM 125**GOVERNING PUBLICATIONS**

This tariff is governed, except as otherwise provided herein, by the following described publications, and by supplements thereto or successive reissues thereof. (Note A).

Mileage	Rand McNally electronic mileage guide 19.01
Rules	ECM TARIFF
Claims/Classification	
Zip Code	Geomaster ver. 99.10, eff 10/1/99, or subsequent version reissues thereof.
HazMat	DOT 49 CFR Parts 106-180,1005

Note A – When an item is published in this tariff covering the same service as an item published in a tariff mentioned in this item, such item published herein, to the extent of its application, will apply in lieu of the items published in tariff's mentioned in this item.

ITEM 130**INTERSTATE VS. INTRASTATE**

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

ITEM 135**MILEAGE GUIDE**

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Shipper utilizing the most recent edition of the following mileage guide:

Rand McNally electronic mileage guide 19.01

ITEM 140**NON APPLICATION OF TARIFF**

Where ECM has published a specific tariff for a shipper, the terms of that pricing/tariff shall apply in lieu of this tariff. ECM reserves the right to cancel any tariff or schedule not utilized within 30 days of the effective date.

ITEM 145**NOTICE AND AMENDMENTS**

Upon written request, ECM will provide its customers and shippers with copies of all applicable rules and rates. Rules and accessorial charges are available on ECM's web site at: www.ECM.com.

ITEM 150**OPERATING AUTHORITY**

ECM has 48 state irregular route authorities within the United States. Copies of the operating certificate are available upon request.

ITEM 155**PARTICIPATING CARRIERS**

Motor carriers party to this tariff are shown below under concurrence with ECM and apply jointly with ECM on shipments interchanged to the extent shown:

SCAC	ECM Name And USDOT Number	Interchange Point
ECMT	ECM Transport, LLC, 317494	various

ITEM 160**RATES AND SCHEDULES**

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

ITEM 165**REGULATED VS. EXEMPT**

The rules set forth in this Circular 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 170**WAIVER**

ECM's failure to enforce the terms of this Tariff shall not be a waiver of ECM's rights to do so in the future.

ITEM 175**CONSENT TO JURISDICTION**

Unless ECM and the purchaser of ECM's services have previously agreed in writing to proceed otherwise, ECM and the purchaser of ECM's services consent to the exclusive personal jurisdiction of the State and Federal Courts embracing Allegheny County, Nebraska for filing all civil actions arising out of the transportation services performed, or to be performed by ECM.

SECTION 2 - OPERATIONS

ITEM 200

APPLICATION OF CIRCULAR

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

ITEM 205

APPOINTMENTS/PICKUP & DELIVERY TIMES

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

ITEM 210

PROHIBITED COMMODITIES

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

- A. Explosives Division 1 through 6
 - B. Poison/Toxic Gases Division 2.3
 - C. Spontaneously Combustible Division 4.2
 - D. Dangerous When Wet Division 4.3
 - E. Poisonous/Toxic Materials Division 6.1
 - F. Infectious Substances/Etiological Agents Division 6.2
 - G. Class 7 Radioactive Materials
 - H. Poison Inhalation Hazards
 - I. Ammonium Perchlorate
 - J. Carbon Black
 - K. Empty Cylinders
 - L. Empty Drums Containing Residue
 - M. Xylene
 - N. Garbage, trash and refuse including hazardous waste.
 - O. Any item that does not contain the proper UN (United Nations) or DOT (Department of Transportation) safety labeling or the appropriate Emergency Response information in the form of a material safety data sheet, the appropriate Emergency Response Guidebook reference page or any other appropriate format authorized under 49 CFR 172.602(b).
 - P. Household goods and furniture
 - Q. Contraband artwork
-

ITEM 215

CONVENIENCE INTERLINING

In order to provide the most efficient, economical service to the shipping public, ECM 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 ECM. Shipments accorded "convenience interlining" will move on the bill of lading of ECM, which will assume responsibility for the lading, and such shipments will be charged for service performed exclusively by ECM.

ITEM 220**DROPPED TRAILERS**

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

ITEM 225**HAZARDOUS MATERIAL SHIPMENTS**

Over-the-road shipments of hazardous materials, wastes or substances will be subject to the following requirements:

- A. Shipper must provide ECM at least 48 hours prior notice before providing any load information (i.e. Shipper, origin, consignee, and destination).
- B. Shipments which are delayed at any time due to restrictions by Shipper, its agent, consignee, or any government body will be subject to a delay charge of \$750.00 per 24 hour period or fraction thereof. Charges will begin to accrue when the load is delayed and will cease when the load is cleared for transport.
- C. Each hazardous materials load must be properly noted on the bill of lading. There will be a charge of \$250.00 per shipment.
- D. When special permits are required by law, the cost of such permits shall be paid by the party paying the freight charges.

Shipper shall pay all costs associated with the cleanup of Shipper's material when such cleanup is the result of Shipper's negligence. Such causes may include, but are not limited to, package failure, improper loading/securement, exceeding package outage/pullage limits, leaking packaging, overweight loading, etc.

ITEM 230**IMPORT & EXPORT FREIGHT – CANADA**

Limitation of ECM's Liability for Proper Customs Clearance. ECM assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by Canadian Customs. ECM does not represent and specifically disclaims any knowledge or expertise in proper customs clearance and inspection matters. ECM is not responsible for the acts or omission of any Customs Agent or its affiliated Freight Forwarder that may be selected for the purpose of clearing shipper's merchandise through Customs. ECM will serve merely as a liaison between Shipper and the Customs Agent (and the Customs Agent's Freight Forwarder) at shipper's request and only as a convenience to shipper. ECM or party in possession will not be liable for loss, damage, deterioration of the freight or delay in delivery due to the duration of the period required by customs clearance or inspection.

ITEM 235**IMPRACTICAL OPERATIONS**

Nothing in this rule circular requires ECM to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of ECM 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.
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ITEM 240**INDEMNITY**

Shipper shall indemnify, defend and hold harmless ECM 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.

Shipper shall indemnify, defend and hold harmless ECM 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 breach of Shipper's obligations hereunder, or (iii) caused by the negligence of Shipper, its employees, its agents, or representatives.

ECM shall indemnify, defend and hold harmless Shipper 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 ECM's negligent performance under this Agreement, (ii) caused by a material breach of ECM's obligations hereunder, or (iii) caused by the negligence of ECM, its employees, its agents, or representatives.

Shipper shall indemnify, defend and hold harmless ECM 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 ECM's negligent performance under this Agreement, (ii) caused by a breach of ECM's obligations hereunder, or (iii) caused by the negligence of ECM, its employees, its agents, or representatives.

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

ITEM 245

INTENTIONALLY OMITTED

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 ECM is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which ECM 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. ECM: (a) shall place the lading in public storage, if available, unless ECM receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) may offer the lading for public sale if disposition instructions are not given by Shipper within ten (10) days of ECM's initial notification to Shipper. In the case of perishable lading, ECM may dispose of the lading at a time and in a manner ECM deems appropriate. Shipper will be responsible for storage costs and reasonable costs ECM incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs ECM incurs as a warehouseman, ECM shall remit the balance to Shipper. If Shipper gives ECM timely disposition instructions, ECM will use any commercially reasonable steps to abide by such instructions. Shipper will pay ECM's costs and any additional transportation costs ECM incurs in doing so.

ITEM 260

PACKAGING REQUIREMENTS

Where packaging requirements are not otherwise provided by tariff or contract, 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 ECM has agreed to supply said equipment free of charge. The weight of this equipment will be considered part of the shipment.

ITEM 265**PICKUP & DELIVERY SERVICE**

The rate names herein include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

1. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of ECM prior to pick-up or delivery service.
 2. 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 ECM at the point where the service is performed.
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ITEM 270**RIGHT TO OPEN/INSPECT**

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

ITEM 273**SERVICE STANDARDS**

ECM 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. ECM'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 ECM 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, ECM reserves the right to hire other carriers as qualified subcontractors to provide all or part of given movements. ECM 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 circular, bill of lading, and/or contract will be provided.

ITEM 285**TERRITORIAL SCOPE**

ECM is authorized by the Federal Motor Carrier Safety Administration (FMCSA) under MC # 209658:

"To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except classes A and B explosives, household goods and commodities in bulk), between points in the United States (except Alaska and Hawaii)."

ITEM 290**WEIGHTS**

1. When Shipper moves freight via ECM and does not have a signed Contract on file with ECM, all shipments will be subject to a minimum weight of 4,000 lbs. rated accordingly.
 2. When Shipper moves freight via ECM under a signed contract containing no pricing provisions, shipments will be subject to a minimum weight of 4,000 lbs. rated accordingly.
 3. Maximum weight per vehicle shall be 45,500 lbs.
 4. Weights include pallets or other shipping materials.
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ITEM 293**EQUIPMENT**

- (1) No Shipper or receiver will have the right to the exclusive use of equipment. Note: ECM will determine the utility of its equipment in relation to the customer's need.
 - (2) ECM's equipment is controlled and operated by ECM's employees and owner operators only. Any other use or operation, without specific written authorization is expressly prohibited.
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ITEM 295**FOOD SAFETY PROTOCOL**

For shipments subject to the Food Safety Modernization Act ("Act") and associated regulations, Shipper or Broker must inform ECM, in writing, of applicable transportation protocols. An authorized official of ECM (See Item 105) must agree to the protocols. Protocols provided in a bill of lading or other shipping document are not sufficient to trigger's ECM's obligations under the Act. If Shipper or Broker fails to comply with these requirements, ECM will be unable to comply with its responsibilities under the Act and shall not be liable for loss or damage to shipments resulting therefrom. Shipper or Broker will defend, indemnify, and hold ECM harmless for claims arising from Shipper's or Broker's failure to comply with the requirements of this item.

SECTION 3 – ACCESSORIAL CHARGES

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

ITEM 300

ACCESSORIAL CHARGES--GENERAL

ECM 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 ECM accessorial charges including fuel surcharge. Maximum weight not to exceed legal weight limit. All Rates are governed by Rand McNally electronic mileage guide 19.01

Service	Terms and Charges
Minimum Charge	\$650 per shipment, except if noted otherwise on another specific rate page related to this publication or as follows (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"); * Outbound from FL will be \$350 per shipment. * Outbound from Northeast States will be \$450 per shipment. * Intra Northeast states will be \$700 per shipment
Stops in Transit	\$150 for the first stop; \$175 for the second; \$250 for the third; \$400 for each stop thereafter (When rates are stated in dollars per vehicle used or in cents per 100 pounds, circuitous miles are \$2 per mile)
Impractical Operations	\$2 per mile exceeding shortest route
Detention – Without Power	See Item 310
Detention – With Power	See Item 320
Hazardous Material Service Charge	\$300 hazmat service charge, includes trailer washout
Reconsignment or Diversion	\$250, subject to stop-in-transit rules
Non Permitted Use of Equipment	Utilization of equipment, which does not strictly comply with the intended use between ECM and its customer, will result in a \$400 USD per trailer or container, per day, for each occurrence.
New York Surcharge (Zips: 100-104, 106-107, 110-119)	Additional \$500 for any destination or stop(s) (for partial loading or unloading) in these zip codes.
Florida Keys Surcharge (Zips: 33001, 33036-33037, 33040-33045, 33050-33052, 33070)	Additional \$400 for any destination or stop(s) (for partial loading or unloading) in these zip codes.
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 charge.
C.O.D. Shipments	\$100 per C.O.D. collection
Two-Man Driver Teams	Additional \$0.20 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 \$15 USD
Multiple Invoices	\$75 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. 2% per month on charges not paid within 30 days of billing. 10% on all balances offset against charges/billing in error.
Ferry Charges	All applicable round trip ferry charges
Pallet Charge	\$15 per pallet
Returned, Undelivered Shipments	\$2.00 per mile for all miles from origin and returning back to the origin point, subject to a \$600 minimum
Vehicle Furnished But Not Used – Solo Drivers	\$2.00 per mile from last destination to designated pickup, and return to last destination, subject to \$600 minimum
Vehicle Furnished But Not Used – Team Drivers	\$2.00 per mile from last destination to designated pickup, and return to last destination, subject to \$900 minimum with 8 hours prior notification
Dunnage Disposal	\$150 charge assessed if carrier is responsible for disposal of materials used in securing the shipment for transport

IN ADDITION TO THE ABOVE ACCESSORIALS, THE FOLLOWING WILL APPLY TO ALL INTERNATIONAL SHIPMENTS:

In-Bond Charge	\$125 per in-bond shipment
Expedited Shipments	Additional charges may apply
Overweight Rework Charge	\$100 USD per hour with a 2 hour minimum for palletized shipments
Late or After Hours Border Crossing	\$150 USD charge for any "After Hours" crossing. Must be prearranged during "Normal Business Hours" defined as follows: - Monday – Friday 0800 – 2200 and Saturday 1000 -1600. Any loads crossing at any time outside these hours are defined as "After Hours".
Canada Customs Unload/Search Charge	In the event that Canada Customs selects shipments for an inspection the shipper or importer (whichever is responsible for the freight Charges) will be liable for associated charges. Canada Customs does routinely inspect freight before allowing entry into Canada, which results in mandatory unload/re-load by a third party vendor at the port. In such cases shipper or importer will be responsible for these third party charges.
Canada Border Detention	\$90 USD for each hour beyond 2 hours free time. This applies to, but it not limited to, delays at the border attributed to shipper/importer failure to provide proper or complete documentation, correct broker information or advance notification of shipment to applicable government agency.
Canada FDA Pre-Notification Charge	\$30 USD charge for all shipments which require the carrier to perform the pre-notification function to the FDA. Where the shipper/importer/exporter or broker notifies, no charge will apply.

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 ECM when trailer is available for pickup and will be charged until notification is received by ECM. Notification may be made via fax or email to the phone number or email address provided by ECM. 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 Placement	Detention Charge Per Day
1 ST – 2 ND Day	\$0.00
3 RD day and beyond	\$60.00

ITEM 320

DETENTION WITH POWER

Shipper/Consignee will receive free time as indicated below 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 the rate indicated below. 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 for each stop associated with either the pick up or delivery of the load will be allowed free time as indicated below.

The rates applicable to tractor detention are as follows:

Tractor Detention Rate Schedule

<u>Segment</u>	<u>Elapsed Time</u>	<u>Detention Charge Per Hour</u>
Initial Loading	2 Hours	\$0.00
	After 2 Hours	\$110.00
Stop	2 Hours	\$0.00
	After 2 Hours	\$110.00
Final Delivery	2 Hours	\$0.00
	After 2 Hours	\$110.00

ITEM 310**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 table shown 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:

From	To	per mile		From	To	per mile
1.201	1.250	\$0.06		3.351	3.400	\$0.49
1.251	1.300	\$0.07		3.401	3.450	\$0.50
1.301	1.350	\$0.08		3.451	3.500	\$0.51
1.351	1.400	\$0.09		3.501	3.550	\$0.52
1.401	1.450	\$0.10		3.551	3.600	\$0.53
1.451	1.500	\$0.11		3.601	3.650	\$0.54
1.501	1.550	\$0.12		3.651	3.700	\$0.55
1.551	1.600	\$0.13		3.701	3.750	\$0.56
1.601	1.650	\$0.14		3.751	3.800	\$0.57
1.651	1.700	\$0.15		3.801	3.850	\$0.58
1.701	1.750	\$0.16		3.851	3.900	\$0.59
1.751	1.800	\$0.17		3.901	3.950	\$0.60
1.801	1.850	\$0.18		3.951	4.000	\$0.61
1.851	1.900	\$0.19		4.001	4.050	\$0.62
1.901	1.950	\$0.20		4.051	4.100	\$0.63
1.951	2.000	\$0.21		4.101	4.150	\$0.64
2.001	2.050	\$0.22		4.151	4.200	\$0.65
2.051	2.100	\$0.23		4.201	4.250	\$0.66
2.101	2.150	\$0.24		4.251	4.300	\$0.67
2.151	2.200	\$0.25		4.301	4.350	\$0.68
2.201	2.250	\$0.26		4.351	4.400	\$0.69
2.251	2.300	\$0.27		4.401	4.450	\$0.70
2.301	2.350	\$0.28		4.451	4.500	\$0.71
2.351	2.400	\$0.29		4.501	4.550	\$0.72
2.401	2.450	\$0.30		4.551	4.600	\$0.73
2.451	2.500	\$0.31		4.601	4.650	\$0.74
2.501	2.550	\$0.32		4.651	4.700	\$0.75
2.551	2.600	\$0.33		4.701	4.750	\$0.76
2.601	2.650	\$0.34		4.751	4.800	\$0.77
2.651	2.700	\$0.35		4.801	4.850	\$0.78
2.701	2.750	\$0.36		4.851	4.900	\$0.79
2.751	2.800	\$0.37		4.901	4.950	\$0.80
2.801	2.850	\$0.38		4.951	5.000	\$0.81
2.851	2.900	\$0.39		5.001	5.050	\$0.82
2.901	2.950	\$0.40		5.051	5.100	\$0.83
2.951	3.000	\$0.41		5.101	5.150	\$0.84
3.001	3.050	\$0.42		5.151	5.200	\$0.85
3.051	3.100	\$0.43		5.201	5.250	\$0.86
3.101	3.150	\$0.44		5.251	5.300	\$0.87
3.151	3.200	\$0.45		5.301	5.350	\$0.88
3.201	3.250	\$0.46		5.351	5.400	\$0.89
3.251	3.300	\$0.47		5.401	5.450	\$0.90
3.301	3.350	\$0.48		5.451	5.500	\$0.91

SECTION 4 – FREIGHT CLAIMS

NOTE:

In an effort to provide its customers with quality service at competitive rates, ECM'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, ECM encourages shippers to review this Section 4 of the tariff. Note that, in exchange for the competitive pricing provided by ECM, 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

ECM'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 ECM 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 ECM's standard rate matrix, plus (b) two hundred fifty percent (250%) of said rate.
 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 ECM be liable for any loss in excess of \$250,000. If shipper attempts to purchase liability limits in excess of \$250,000, ECM's liability will be limited to \$250,000 and any payment for liability in excess of that amount will be returned to shipper.
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ITEM 405

CLAIMS LIABILITY

Liability for claims will be governed by 49 USC § 14706 or, where applicable, the Carriage of Goods by Sea Act. ECM 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. ECM shall not be liable for delay under any circumstances unless ECM specifically agrees to take on such liability pursuant to Item 105.

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. and the STBOL) 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) ECM 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 after the date of its receipt by ECM unless ECM shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. ECM 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) ECM shall, at the time each claim is received, create a separate file and assign thereto a specific unique claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved at the time such claim is received, ECM shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in ECM's written acknowledgment of receipt to the claimant.
- (C) 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, injury or delay to cargo shall not be voluntarily paid by ECM unless filed in writing, as provided in subparagraph (D) of this Item with ECM 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 circular provisions applicable thereto. Claims for concealed damages must be submitted to ECM 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.
- (D) Minimum filing requirements. A communication in writing from a claimant, filed with ECM within the time limits specified in the bill of lading or contract of carriage or applicable contract between ECM 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 ECM and shipper.
- (E) 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 ECM as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.
- (F) Claims filed for uncertain amounts. Whenever a claim is presented against ECM for an uncertain amount such as "\$100 more or less," ECM 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 (D) above.
- (G) Each claim filed against ECM in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. Unless perishable commodities are involved, the shipper or consignee in possession shall afford ECM five (5) days to inspect any damaged shipment prior to dispensation.
- (H) 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, ECM 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.

- (I) Verification of loss. A prerequisite to the voluntary payment by ECM 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.
 - (J) ECM 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 ECM; 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, ECM 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.
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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. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the ECM.

ITEM 425

CLAIMS LOSS & DAMAGE – SALVAGE

- (A) Whenever property transported by ECM 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, ECM, 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. ECM 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. ECM 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. ECM 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 filed thereon.
 - (B) Whenever disposition of salvage material of goods will be made directly to an agent or employee of ECM or through a salvage agent or company in which ECM or one or more of its directors, officers, or managers has any interest, financial or otherwise, ECM'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, ECM 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, ECM remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.
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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 ECM upon request in return for payment of ECM's applicable freight charges. In the

event consignor and consignee decline to accept overages and mitigate damages, ECM 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 circular. The proceeds of any such sale less ECM's freight and storage charges will be remitted to the person or persons lawfully entitled to receive same. ECM 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, ECM'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 a certified 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 a state or province of either, the Carriage of Goods by Sea Act, or this Section 4 of ECM's tariff;
- D. \$100,000 per truckload shipment.

Notwithstanding any conflicting provision contained herein, ECM's maximum liability for loss or damage to shipments of used machinery, including, but not limited to, used production equipment, office equipment, computer warehouse equipment and racking, shall be limited to Ten Cents (\$.10) per pound.

For spot quote shipments, ECM's liability will be limited to \$.50 per lb.

ITEM 440

FAK RATES

Where an FAK classification is allowed in any Contract Agreement and the NMFC 100 series provides for a released value for a commodity being shipped, Shipper must release the shipment to the lowest possible valuation according to the NMFC 100 tariff. Any applicable FAK class allowed is for rating purposes only and does not reflect any agreement by ECM to allow a higher valuation on commodities being shipped.

ITEM 445

MIXED COMMODITIES

Shipper must identify the specific commodity or product on the bill of lading for all transportation moving under FAK rates. If Shipper fails to identify the specific commodity or product, ECM 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

SEALED TRAILERS

In the event ECM takes possession of a sealed trailer, delivery of the trailer with seal in-tact (absent evidence of tampering with the trailer, doors, or hinges) conclusively defeats any claim of a shortage. Claims for an absent or missing seal may only be asserted by the Shipper if the Shipper has adequate procedures in place for verifying

that the seal was in place when the trailer left origin and only when there is proof of actual damage to the goods, verified by testing or other procedures. ECM will have no liability for cargo loss, damage or shortage where any seal is removed by order of any law enforcement or governmental authority.

ITEM 460

SHORTAGE

ECM 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. ECM will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

ITEM 465

SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES

ECM 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, ECM will not be liable for attorney's fees of the Shipper.

ITEM 470

SPOTTED EQUIPMENT

ECM responsibility for cargo begins when ECM picks up a shipment from the Shipper's dock, or in the case of spotted equipment, when ECM takes physical possession of the loaded trailer. ECM'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

ECM's liability for loss, damage or destruction of any goods shipped on an Interplant Move will be limited to \$2.00 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 ECM from the original shipper, will be limited to lost freight only and ECM 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 ECM from the original shipper and delivered without exception, when ECM is not given an opportunity to inspect prior to return, will be limited to lost freight only and ECM 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, ECM will invoice the shipper's broker, bank or other agent for freight charges. ECM 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 ECM 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 ECM prior to delivery.
 - (4) ECM will impose a processing fee of \$50.00 per transaction for credit card payments.
 - (5) Additionally, when arrangements are made with intermediaries for transportation services provided by ECM and the intermediary in turn bills the shipper or beneficial owner of the goods for freight charges inclusive of ECM's rates, the following rules apply:
 - (i) The intermediary will segregate money due owing to ECM from other accounts.
 - (ii) Intermediary will pay ECM without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to ECM.
 - (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 ECM.
 - (vi) ECM 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.
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ITEM 510

COLLECTION AND PAYMENT OF CHARGES

Shipper shall pay ECM in full, within 7 calendar days of receipt of ECM's invoice, for all transportation and related services according to the addendum(s) and schedule(s) of rates negotiated between ECM 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 ECM at the lesser of 1.5% per month or the maximum legal rate and, in addition, Shipper may lose any discounts offered by ECM under any contract agreement.

ITEM 540

JURISDICTION AND VENUE OF COLLECTION SUIT

All action or proceedings instituted by ECM 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, where ECM initiates a lawsuit, such suit shall be brought in a state or federal court of competent jurisdiction embracing Allegheny County, Pennsylvania, or where the debtor resides (at the option of ECM). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.

ITEM 550

LIEN FOR FREIGHT CHARGES

ECM 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 pursuant to the ECM Lien provisions of the Uniform Commercial Code. ECM 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 ECM 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

ECM will invoice the shipper's broker, bank or other agent for freight charges. ECM 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 ECM 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.

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

ITEM 585**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 ECM to the payor of the freight charges within 180 days of the shipment date.

SECTION 6 – ACCESSORIALS FOR INTERNATIONAL SHIPMENTS

ITEM 610**INTERNATIONAL DRY VAN SHIPMENTS**

Accessorial	Accessorial Terms
In-Bond Charge	\$125 per in-bond shipment
Expedited Shipments	Additional charges may apply.
Overweight Rework Charge	\$100 USD per hour with a 2 hour minimum for palletized shipments
Late or After Hours Border Crossing	\$150 USD charge for any "After Hours" crossing. Must be prearranged during "Normal Business Hours" defined as follows: - Monday - Friday 0800 - 2200 and Saturday 1000 - 1600. Any loads crossing at any time outside these hours are defined as "After Hours".
Canada Customs Unload/Search Charge	In the event that Canada Customs selects shipments for an inspection the shipper or importer (whichever is responsible for the freight Charges) will be liable for associated charges. Canada Customs does routinely inspect freight before allowing entry into Canada, which results in mandatory unload/re-load by a third party vendor at the port. In such cases shipper or importer will be responsible for these third party charges.
Canada Border Detention	\$75 USD for each hour beyond 2 hours free time. This applies to, but is not limited to, delays at the border attributed to shipper/importer failure to provide proper or complete documentation, correct broker information or advance notification of shipment to applicable government agency.
Canada FDA Pre-Notification Charge	\$30 USD charge for all shipments which require the carrier to perform the pre-notification function to the FDA. Where the shipper / importer / exporter or broker notifies, no charge will apply.

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ITEM 660 INTERNATIONAL FREIGHT CLAIMS

International shipments shall be governed by the statutes and regulations applicable to the mode and geography of travel. Shipments by ocean entering and exiting the United States shall be governed by the Carriage of Goods by Seas Act. COGSA shipments shall be limited to \$500 per package. Further the time in which to file a lawsuit over cargo loss, damage or delay shall be one year from when the loss, damage, or delay occurred or when it should have been known to have occurred.

Shipments governed by other treaties shall have limitations of liability according to the treaty.

ITEM 670 CANADA CARBON SURCHARGE

Rates are stated in U.S. currency

The Canadian government began to implement a federal carbon tax program on April 1, 2019 to help achieve its Paris Agreement climate goal of reducing carbon pollution by 30% below 2005 levels by 2030. The *Greenhouse Gas Pollution Pricing Act (GGPPA)* imposes a federal carbon pollution pricing system on all transportation fossil fuels and will be administered by the Canada Revenue Agency (CRA). The new federal tax scheme applies to the provinces of Saskatchewan, Manitoba, Ontario, and New Brunswick beginning April 1, 2019.

As a result, a Carbon Surcharge Accessorial will be assessed on a per load basis specific to the carbon tax rates charged by each province.

Charges will be as follows and will be assessed when a load originates, destines or stops in the following provinces. If a load has more than one stop in the same province, only one charge will be applied.

Origin/Destination	Carbon Surcharge
Ontario	\$7.00
Saskatchewan	\$8.00
Manitoba	\$3.00
New Brunswick	\$4.00