

HARRIS - TERMINAL CO.

[“Harris”]

MC-253876

U.S. DOT 273943

SERVICE GUIDE

TABLE OF CONTENTS

ARRIVAL NOTICE AND UNDELIVERED FREIGHT5

BILLING AND PAYMENT5

CAPACITY LOADS5

CIRCUITOUS/OUT-OF-LINE MILES6

C.O.D. SHIPMENTS (COLLECTION ON DELIVERY).....6

COLLECT SHIPMENTS.....6

COLLECTION OF CHARGES.....7

CONSOLIDATION OF SHIPMENTS.....7

CONTROL OF VEHICLES.....7

CONGESTION AND/OR HIGH TOLL CHARGE.....8

DETENTION - PREARRANGED SCHEDULING8

DETENTION - TRAILERS WITH POWER UNITS.....8

DETENTION - TRAILERS WITHOUT POWER UNITS8

DISTANCES9

EXTRA DRIVER (TEAM DRIVERS).....9

HAZARDOUS MATERIALS OR SUBSTANCES [HAZARDOUS MATERIALS NOT ACCEPTED].....9

IMPRACTICAL OPERATION.....10

LATE PAYMENT SERVICE CHARGE.....10

LAYOVER.....10

LIABILITY, FREIGHT LOSS AND DAMAGE.....10

HARRIS’ LIABILITY10

RELEASED VALUE / LIMITATION OF LIABILITY10

MEASURE OF DAMAGES11

TIME LIMITATIONS-CLAIMS, SUITS11

LOADING AND /OR UNLOADING BY HARRIS11

MARKING OR TAGGING FREIGHT [NOT AVAILABLE]11

MAXIMUM WEIGHT12

MINIMUM CHARGE12

Effective date: 7/01/2006

<u>NOTIFICATION PRIOR TO DELIVERY</u>	12
<u>OVERCHARGE AUDIT FEE</u>	12
<u>PALLET EXCHANGE [NOT AVAILABLE]</u>	12
<u>PICKUP AND DELIVERY SERVICE</u>	12
<u>PRECEDENCE OF RATES AND CHARGE</u>	13
<u>PRECEDENCE OF RULES</u>	13
<u>PROOF OF DELIVERY</u>	13
<u>PROTECTIVE SERVICE [NOT AVAILABLE]</u>	13
<u>RECONSIGNMENT AND DIVERSION</u>	13
<u>REDELIVERY</u>	14
<u>REPOSITIONING OF EQUIPMENT</u>	14
<u>RETURNED, UNDELIVERED SHIPMENTS</u>	14
<u>SECURING OF FREIGHT</u>	14
<u>SORTING OR SEGREGATING [NOT AVAILABLE]</u>	14
<u>SPILLS</u>	15
<u>STOP OFFS</u>	15
<u>STORAGE</u>	16
<u>TERMINAL, INGRESS AND EGRESS CHARGES</u>	16
<u>TRAILER POOLS</u>	16
<u>VEHICLE FURNISHED BUT NOT USED</u>	17

Effective date: 7/01/2006

INTRODUCTION

This SERVICE GUIDE sets forth the terms and conditions of the transportation arrangement between Harris Camden Terminal Equipment, Inc. d/b/a Harris-Terminal Co. (“Harris”), a motor carrier holding operating rights at Docket No. MC-253876, and its customers in connection with all shipments handled by Harris on a non-contract basis – where no written transportation contract has been signed by Harris and customer. The SERVICE GUIDE in many ways performs the same function as filed tariffs formerly performed – it sets forth the basic rules, the terms and conditions, under which Harris offers to provide transportation and related services for its customers.

Harris transports freight for its customers as a common carrier and under individual contracts. Customers wishing to utilize Harris under contract must enter into a written contract with Harris covering a series of shipments over a continuing period of time. All shipments tendered to Harris, other than those transported under a written, signed contract as referred to above, are subject to the provisions of this SERVICE GUIDE and Harris’ then current rates and charges.

Harris' transportation contracts will often incorporate some or all of the provisions of the SERVICE GUIDE. SERVICE GUIDE provisions are also applicable to written contract transportation arrangements between Harris and its customers to the extent written contracts are silent as to subject matter addressed by the SERVICE GUIDE’s provisions.

While in most circumstances, a customer will have acknowledged acceptance of Harris’ applicable rates, rules and charges in writing, even without such acknowledgement shipments tendered to Harris in the absence of a written, signed contract shall be subject to the terms and conditions of the SERVICE GUIDE.

The provisions of this SERVICE GUIDE fix, determine and control the rights and duties of Harris and customer, unless varied by a written contract signed by Harris and customer. The use by customer of shipment and transportation documentation containing terms and conditions different than the provisions of this SERVICE GUIDE shall be ineffective to change the basis on which Harris provides service. Any inconsistency as between the SERVICE GUIDE and such documentation shall be resolved in favor of the SERVICE GUIDE. Harris’ drivers and other employees have no authority to waive or change any provision contained in this SERVICE GUIDE.

If you have any questions regarding the use of Harris’ SERVICE GUIDE and current SCHEDULE OF ACCESSORIAL CHARGES (“Schedule”) located in the back of this SERVICE GUIDE, call our Customer Service Department at 800-225-1804 x123.

Effective date: 7/01/2006

1. Arrival Notice and Undelivered Freight When conditions beyond Harris' control make delivery impossible, or when a shipment cannot otherwise be delivered when tender of delivery is made by Harris, the undelivered freight will be subject to paragraph (1) or (2) below:

a. Harris may, unless otherwise instructed by the customer, deliver shipment to a place of public storage for the Consignee's account and at the Consignee's expense. Liability as a common carrier will cease and Harris' liability will be that of a warehousemen only. Charges from original point of delivery to ultimate destination will be at the rate as provided in Reconsignment and Diversion.

b. After efforts to contact customer have been unsuccessful, Harris reserves the right to effect storage of shipment on its vehicle, and customer will be subject to the charges set forth in the Storage provisions of this SERVICE GUIDE and the Schedule.

2. Billing and Payment

a. Harris shall promptly submit invoices containing its charges for services rendered hereunder to customer or any "bill to" party named by customer and customer or other party responsible for payment shall promptly pay all invoiced charges within thirty (30) days of the date of Harris' invoice.

b. Disputes regarding the amount of Harris' charges shall be handled on a cooperative basis, provided that no amount claimed to be due to customer or others as a result of cargo loss or damage shall be deducted from or set off against invoiced freight charges. Claims for cargo loss or damage by customer or other interested parties against Harris shall be handled pursuant to the Claims, Freight Loss and Damage provisions in this SERVICE GUIDE.

c. When requested by customer, Harris will handle shipments shipped on a freight collect basis. Customer agrees that Harris may give up possession of freight collect shipments prior to payment of freight charges and further agrees that, should Harris not receive payment within thirty (30) days from the date of Harris' invoice to the consignee or other party responsible for the freight charges, customer shall pay the freight charges due within ten (10) days of Harris' demand.

d. If customer fails or refuses to make payment to Harris in accordance with these Billing and Payment provisions, then, at Harris' option, Harris may collect its charges in accordance with the Collection of Charges provisions in this SERVICE GUIDE.

3. Capacity Loads

a. Except as otherwise provided, all shipments are considered truckload shipments subject to truckload or volume rates, which fill the carrying capacity of a vehicle, and will be transported under the following conditions:

Effective date: 7/01/2006

b. Each vehicle loaded to capacity will be subject to a minimum charge based on the truckload rate applicable thereto.

c. Where the shipment consists of more than one commodity, subject to different truckload or volume rates or minimum weights, the entire vehicle will be subject to the applicable truckload or volume rate of the heaviest weight commodity. If two or more commodities are of equal weight, the entire vehicle will be rated at the applicable truckload or volume rate of the highest rated commodity.

d. Any deficit will be rated at the lowest rate applicable to any article in the mixture.

e. Any portion of a shipment which exceeds the capacity of the initial vehicle will be rated as a separate shipment at the truckload rate, applicable thereto.

f. The terms "loaded to capacity" or "capacity load" refer to the extent to which a vehicle is loaded with freight, each term meaning:

i. That quantity of freight which, because of unusual shape or dimensions, or because of the necessity for segregation from other freight requires the entire capacity of a vehicle;

ii. That quantity of freight which, in the manner loaded, so fills a vehicle that no additional article in that shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle; or

iii. That quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of Federal, state, municipal or other regulatory bodies.

4. Circuitous/Out-Of-Line Miles When a shipment is required to be stopped in transit for further loading or unloading and those stops are not specifically a part of a point to point rate or deviate from the most direct, practical route, a circuitous/out-of-line miles charge will apply for each mile in excess of the point to point route, subject to a minimum charge per occurrence. (See Distances for method of computing miles.) (See Circuitous/Out-Of-Line Miles in the current Schedule for amount of charges.)

5. C.O.D. Shipments (Collection on Delivery) Harris will not accept C.O.D. shipments or be responsible for any shipments requiring it to collect any charges, except freight charges. See Collect Shipments)

6. Collect Shipments When Consignee or a designated third party is responsible for payment of freight charges on a shipment (all charges), said Consignee or third party will be charged at a percent of the applicable rate as published in the Schedule or subsequent reissues thereof, or the customer's or Consignee's rate, whichever is higher. (See Collect Shipments in the current Schedule for amount of charge.)

Effective date: 7/01/2006

7. Collection of Charges If customer, customer's agent, or any third party acting on behalf of customer, or consignee fails or refuses to make payment to Harris in accordance with the payment terms set forth in Billing and Payment within 15 days of the date payment is due, upon notice to customer, all charges invoiced to customer, customer's agent or any third party acting on behalf of customer or consignee, shall become at Harris' option immediately due and payable (the "Debt") and shall be subject to interest per annum plus reasonable collection fees, and Harris shall be entitled, in order to secure payment of the Debt, to exercise any right or remedy available by law. (See Collection of Charges in the current Schedule for amount of charge.)

8. Consolidation of Shipments Vehicles, ordered to be loaded and containing consolidated shipments, subject to rates and charges provided, will be stopped for partial loading and/or unloading between point of origin and destination, subject to the following provisions:

a. The names of places, the complete address, and the number or type of articles to be delivered or picked up shall be shown on the bill or bills of lading or shall be shown on manifest detailing all extra pickups or deliveries. If all of the above information is not shown as aforesaid, then the information must be shown on a separate memo which must be attached to and considered a part of the bill of lading.

b. The applicable rate or charge from the original place of loading to the place of final delivery shall apply on the total quantity shipped, i.e., the quantity on the vehicle after the completion of loading if stops are made for partial loading enroute, or the quantity on the vehicle immediately preceding the first stop if the first stop is for partial unloading, subject to the additional charges as stated in Stop Offs. There shall be no additional charge for the original pickup and final delivery.

c. Except as provided in individual rate items, in the application of this rule, mileage over the actual practical route of movement through the additional pickup or delivery points shall be used for computation of charges. (See Distances for method of computing miles.)

d. All charges on shipments must be prepaid, or guaranteed by and collected from a single customer, Consignee, or designated party and must be paid in full in a single remittance.

e. Partial unloading will be permitted only at points beyond that at which the last stop for loading is made and further loading of the shipment will be prohibited after it has been partially unloaded.

9. Control of Vehicles Harris has control of the vehicle and the unrestricted right to:

- a. Select the vehicle or vehicles for the transportation of a shipment
- b. Transfer the shipment to other vehicles
- c. Load other freight in the same vehicle with any such shipment

Effective date: 7/01/2006

- d. Remove the seals applied to the vehicle

10. Congestion and/or High Toll Charge When loads originate, have pick-ups, stops offs, or final deliveries in NY (Zip Codes 10000 - 10499 and 11000 - 11999), a charge per shipment will be assessed in addition to all other applicable charges. (See Congestion and/or High Toll Charge in the current Schedule for amount of charges.)

11. Detention - Prearranged Scheduling Upon reasonable request of customer, Consignee or others designated by them, and subject to the provision contained in Notification Prior to Delivery, Harris will, without additional charge, prearrange schedules for arrival of vehicles, for loading or unloading shipments.

12. Detention - Trailers with Power Units

a. When Harris' trailers with power units are delayed or detained by the customer or Consignee for the purposes of loading or unloading, free time shall be computed from the time of actual notification by Harris' employee to the customer, Consignee or their designated representative at the point of pickup or delivery that said trailer with power unit is available for loading or unloading.

b. Free time will be two (2) hours for loading and two (2) hours for unloading.

c. When a trailer is unloaded and reloaded at the same location, total free time per trailer with power unit will be four (4) hours.

d. When the trailer with power unit is delayed in excess of the free time, a detention charge per hour or fraction thereof will be assessed. (See Detention - Trailers With Power Unit in the current Schedule for amount of charge.) After eight (8) hours of detention, Layover charges shall be assessed in addition to detention.

e. All charges incurred herein are the responsibility of the customer and will be billed to same; except where other satisfactory arrangements have been made between Harris and the customer or Consignee, and will be in addition to all other applicable charges.

13. Detention - Trailers without Power Units

a. When Harris' trailers without power units are delayed or detained by the customer or Consignee for the purposes of loading or unloading, free time shall be computed from the time of actual notification by Harris' employee to the customer, Consignee or their designated representative at the point designated by the customer, Consignee or their representative (as such the "Trailer Pool"), that said trailer is available for loading or unloading.

b. Free time will be two (2) hours for loading and two (2) hours for unloading.

Effective date: 7/01/2006

c. When a trailer is unloaded and reloaded at the same time, total free time per trailer will be four (4) hours.

d. When the trailer is delayed in excess of the free time, a detention charge per twenty-four (24) hour period or fraction thereof will be assessed. (See Detention - Trailers without Power Units in the current Schedule for amount of charges.) After seventy-two (72) hours, Storage charges will apply in addition to Detention. An additional charge per mile will apply from point of last dispatch of Harris' power unit to location of detained equipment and then to point of subsequent load. (See Repositioning of Equipment.)

e. All charges incurred herein are the responsibility of the customer and will be billed to the same; except where other mutually agreed arrangements have been made between Harris and the customer or Consignee, and will be in addition to all other applicable charges.

14. Distances Except as otherwise provided, distances will be computed according to MileMaker System Practical Route issued by Rand McNally-TDM, Inc. ("Milemaker"), supplements thereto and successive issues or revisions thereof.

a. For distances from or to points not covered by "Milemaker" referred to above, the actual mileage via the most practicable route shall be used, except that "Milemaker" will be used for that portion of the distance as may be ascertainable therefrom.

b. Where customer or Consignee requests transportation of the shipment over a longer route than the most practicable regularly traveled highway route, the mileage via the specified route or movement shall be used.

c. When shipments move under special permits as required by or obtained from a municipal, state or Federal agency or commission, which specifies the route to be traveled by motor vehicle, the mileages to be used shall be the mileage via the route specified in the special permit, as ascertained from "Milemaker" referred to above.

15. Extra Driver (Team Drivers) When an extra driver (team drivers) are requested by customer or Consignee and furnished by Harris, an additional charge per mile will be assessed for the second driver for all miles traveled, in addition to all other lawful charges. (See Extra Driver (Team Drivers) in the current Schedule for amount of charge.)

16. Hazardous Materials or Substances [HAZARDOUS MATERIALS NOT ACCEPTED] Harris does not accept shipments containing hazardous materials or substances ("HazMat") for transportation. If, despite this provision, customer tenders HazMat to Harris, customer will indemnify and hold Harris harmless against any and all costs and expenses (including fines and penalties) including reasonable attorney expenses, arising from or related to the transport or storage of HazMat.

Effective date: 7/01/2006

17. Impractical Operation Nothing in this SERVICE GUIDE shall require Harris to perform any service from, to or at any point or location where the operation of vehicles is impracticable because:

- a. The conditions of roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk or loss or damage of life or property.
- b. Loading or unloading facilities are inadequate.
- c. Any "force majeure", war, insurrection, riot, civil disturbance strike, picketing, or other labor disturbance which would in Harris' discretion (a) subject operations to unreasonable risk or loss or damage to life or property or (b) jeopardize the ability of Harris to render linehaul or pickup or delivery or any other service from, to or at other points or locations.

18. Late Payment Service Charge

- a. When Harris' invoice has not been paid within the standard credit period, the customer, Consignee, or third party will be assessed and shall pay a service charge equal to a percent of the amount of Harris' total invoice, subject to a minimum charge. The service charge will apply commencing the day following the last day of the fifteen (15) day credit period. See Late Payment Service Charge in the current Schedule for amount of charges.)
- b. customer will be liable for any and all legal expenses which may be necessary to effect timely collection of said charges.

19. Layover When it is necessary or upon request of the customer or Consignee, or because of the terms and conditions of any Federal, state or municipal permit, for Harris' driver to layover at origin, destination or intermediate point, there shall be assessed an additional charge per driver and vehicle per night in addition to all other applicable charges. When a layover night involves an extra driver (team drivers) and/or vehicle, a charge will be assessed per night. (See Layover in the current Schedule for amount of charges.)

20. Liability, Freight Loss and Damage

- a. Harris' Liability Subject to the provisions and procedures below, Harris shall be liable to customer, Owner or other claimant ("Claimant") for loss of and damage to shipments while in Harris' possession and custody, except such loss or damage as is caused by: (1) Acts of God or the public enemy, (2) the authority of law, (3) strikes, riots or quarantine, (4) the act or default of customer or Owner or, (5) the inherent nature or vice of the goods transported. Harris shall not be liable for special or consequential damages or for any damages arising out of delay.
- b. Released Value / Limitation of Liability

- i. Unless Harris is notified by customer of a greater value in writing at least 24 hours before shipment is released for transportation and that same greater value declared in

Effective date: 7/01/2006

writing on the bill of lading or other transport documentation, Harris' liability for loss of or damage to any article or package transported **shall not exceed Two Dollar (\$2.00) per pound and Harris' maximum liability, in all instances, shall not exceed One Hundred Thousand Dollars (\$100,000.00) per truckload.**

ii. The released value shall be deemed to relate separately to the gross weight of each package or unpackaged article and not to the shipment as a whole. In case of loss or damage to a portion of a shipment, the amount recoverable will be the released value per pound of the damaged package or article, multiplied by the gross weight of the damaged package or article, but not more than the actual loss or damage.

iii. Should customer choose not to release a shipment at the released valuation set forth in b.i. above, customer shall prepay the rate quoted plus Fifteen Dollars (\$15.00) per One Thousand Dollars (\$1,000.00) of excess valuation, subject to a minimum excess valuation charge of Five Hundred Dollars (\$500.00).

Example: Rate = \$1,000, Declared Value \$200,000 (\$100,000 of excess valuation).
\$15.00 per \$1,000 of excess valuation = \$1,500 + \$1,000 (Rate) = \$2500.00 total charge

iv. If customer declares a value, in addition to notice as set forth in b.i. above, the declared value must be entered on the bill of lading or other transportation document in the following form:

“The agreed or declared value of the shipment is
hereby specifically stated by the shipper to be
\$ _____ per pound.”

c. Measure of Damages The measure of damages incurred by Customer and the measure of Harris' liability in all instances shall be the least of: (1) the cost to the customer or Owner of replacing the goods lost or damaged, (2) the cost of repairing the goods, or (3) the released value of the goods.

d. Time Limitations-Claims, Suits As a condition precedent to recovery for loss or damage to any shipment tendered to Harris, Customer must file a claim with Harris in accordance with the Claims Rules in this SERVICE GUIDE. In the event Harris disallows all or any part of a claim, Customer must institute suit against Harris within two (2) years and one day from the date written notice of disallowance is given by Harris. All claimants shall be barred from recovery and Harris shall not be liable for loss or damage to any shipment tendered to Harris unless Customer has fully complied with all provisions of this paragraph.

21. Loading and /or Unloading by Harris If Harris is requested to provide loading and/or unloading services the charges for same will be as negotiated between Harris and Customer.

22. Marking or Tagging Freight [NOT AVAILABLE]

Effective date: 7/01/2006

23. Maximum Weight Harris will not accept shipments, the gross weight of which when combined with vehicle weight, would exceed the legal maximum weight as prescribed by local, state and Federal weight laws, except as permitted by Permits issued by all jurisdictions having contact with the shipment.

24. Minimum Charge The minimum charge applicable to a single shipment shall be per trailer used, except as otherwise specifically stated. (See Minimum Charge in the current Schedule for amount of charge.)

25. Notification Prior to Delivery

a. Upon reasonable request of customer, Consignee or others designated by them, and subject to the provisions contained herein, Harris will, without additional charge, prearrange schedules for the arrival of vehicles, for loading or unloading shipments.

b. Request for prearranged scheduling may be made orally or in writing.

c. Prearranged scheduling for arrival of vehicles for loading or unloading may be on a one time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than twenty-four (24) hours notice prior to the effective date of such cancellation.

26. Overcharge Audit Fee When investigation of an overcharge claim is requested, the party responsible for payment of freight charges (the customer, Consignee or third party) is subject to an audit fee per hour for all expenses incurred by Harris, including but not limited to, recovering information, researching, photocopying, and responding to the overcharge claim. Upon request for an investigation, Harris will estimate the audit fee. Such estimated fee shall be collected before beginning the requested investigation. Upon completion of the investigation, Harris shall determine the total fee and either return any excess or bill for additional fees. (See Overcharge Audit Fee in the current Schedule for amount of charges.)

27. Pallet Exchange [NOT AVAILABLE]

28. Pickup and Delivery Service

a. Except as otherwise provided, rates include pickup and delivery service at all points within the limits of the cities, towns, villages, and other points from and to which the rates apply, and include as to any shipment, only one pickup and one delivery.

b. Pickup and delivery service does not include handling freight to or from any location not adjacent and directly accessible to Harris' vehicle, nor does it include packing, unpacking, erecting, dismantling, inspection of property, and other similar services (See Sorting or Segregating).

Effective date: 7/01/2006

c. Vehicles will be provided for pickup or delivery seven (7) days a week, twenty-four (24) hours per day, including holidays.

d. When a customer tenders a shipment and certifies on the bill of lading and shipping order that such shipment was tendered in a sorted or segregated manner, Harris will effect delivery of the shipment in the same sequence (reverse order "last on-first off") as loaded.

29. Precedence of Rates and Charges

a. Rates and charges set forth in written contracts with, or written quotations for specified customers take precedence over rates and charges stated in the current Schedule.

b. Rates and charges stated in the current Schedule will apply on all shipments where a specific rate is not contained in a written contract or quotation for a specified customer.

30. Precedence of Rules When rules or provisions in this SERVICE GUIDE conflict with specific rules or provisions published by Harris in written contracts with, or written quotations for customers, the rule provided for in the written contract or written quotation will take precedence.

31. Proof of Delivery When customer, Consignee, or their agent requests a copy of the proof of delivery as a prerequisite to payment of the applicable freight charges, Harris will furnish same, subject to an administrative fee per Invoice Number for all expenses incurred by Harris, including but not limited to recovering information and research. Also a charge for each invoice photocopied shall be assessed in addition to all other applicable charges. Such charges shall be paid by the party requesting proof of delivery. (See Proof of Delivery in the current Schedule for amount of charges.)

32. Protective Service [NOT AVAILABLE]

33. Reconsignment and Diversion

a. Harris does not hold itself out to effect reconsignment or diversion in all cases, but will make diligent effort to do so on request.

b. When a reconsignment or diversion involves a change in the delivery instructions prior to departure of vehicle from customer's facility, the rate for transportation will be based on the new delivery address.

c. When requested, Harris will endeavor to divert a shipment in transit to original destination. If diversion is accomplished, a charge per diversion will be assessed in addition to all other applicable charges. (See Reconsignment and Diversion in the current Schedule for amount of charge.)

Effective date: 7/01/2006

d. The point at which diversion took place is referred to as the diversion point. If diversion was not or could not be accomplished until the shipment reached the original destination, then such original destination will be considered the diversion point, and such shipment will be considered a reconsignment.

e. In addition to the charges described in paragraph 3 herein, reconsigned/diverted shipments will be transported to the new destination from the point of diversion to the point of final delivery, plus the charge applicable from origin to diversion point. (See Distances for method of computing miles.) (See Reconsignment and Diversion in the current Schedule for amount of charge.)

34. Redelivery When a shipment cannot be delivered following a tender or other reasonable effort to effect delivery, and redelivery is required, such additional tenders of delivery will be made at an additional charge per shipment. (See Redelivery in the current Schedule for amount of charge.)

35. Repositioning of Equipment

a. A customer may request Harris to provide equipment at a location where Harris does not have available equipment. Upon request from the customer, Harris may elect to reposition equipment via the most practical route from a point mutually agreeable between the customer and Harris.

b. The charge per mile for locating and/or retrieving the equipment will be from point of last dispatch to pickup point, subject to a minimum charge per segment; and

c. If applicable, from pickup point to subsequent load, subject to a minimum charge per segment. (See Distances for method of computing miles.) (See Repositioning of Equipment in the current Schedule for amount of charges.)

36. Returned, Undelivered Shipments Shipments refused upon delivery, will be subject to the provisions of Reconsignment and Diversion and/or Storage.

37. Securing of Freight It shall be the entire responsibility of each respective customer to ensure that all freight tendered is packaged, labeled, and secured legally and properly for shipment, including proper precautions to preclude load shifts. If the customer fails to properly secure the cargo, then Harris does not assume any liability for any damaged cargo while in transit. If the load in question shifts while in transit, the customer will be responsible for any damage done to the cargo, tractor/trailer, and injuries incurred by Harris' employees and/or representatives, and any damages or injuries sustained to a third party as a result of the load shift. This rule shall apply to all freight movements whether common or contract, unless specifically changed by contract with customer.

38. Sorting or Segregating [NOT AVAILABLE]

Effective date: 7/01/2006

39. Spills

a. If, during the process of transporting a product from the customer to final destination, the contents of the shipping container spills, leaks or otherwise leaves the confines of said container or package through no fault of Harris, the customer will make the necessary arrangements to contain and clean up any and all spills and equipment and is responsible for all damages incurred by Harris and third parties as a result.

b. Should Harris be required or deem it advisable to clean any tractor or trailer or otherwise remediate as a result of a leak or spill, the customer will be responsible to reimburse Harris for such expenses. Expenses will include all clean up, response teams, tractor and/or trailer cleaning expenses, supplies, equipment and material necessary in the cleaning operation plus a charge per hour for each hour or fraction thereof expended in the clean up. Such charge is to include travel time of personnel to and from the spill site. (See Spills in the current Schedule for amount of charge.)

40. Stop Offs Truckload or volume shipments may be stopped in transit between origin and destination for the purpose of partial unloading, or completion of loading, or both, subject to the following conditions and except as otherwise specifically provided for in individual rate items:

a. Only one bill of lading shall be issued for the entire shipment and the name of only one customer and one Consignee and one destination shall be shown thereon. The point or points at which shipment is to be stopped must be shown on the bill of lading or on a shipping order or other document attached thereto.

b. Each stop, exclusive of the final delivery, shall be charged per occurrence, subject to a maximum of two (2) stops. Harris will not accept any movements with more than two (2) stops and a final . (See Stop Offs in the current Schedule for amount of charge.) Such charges shall be in addition to all other lawful charges. There shall be no additional charge for the original pickup nor for the final delivery.

c. Customer must give definitive written instructions and descriptions of articles to be loaded or unloaded, and the name and address of the party who will load or unload at the stop off point.

d. Stopping in transit for partial loading or unloading will not be permitted on shipments consigned "To Order" or "Order Care Of".

e. The substitution of other property for that originally loaded, or exchange of contents of the load in any manner is prohibited.

f. Mileage will be computed from initial origin to each stop off point or points and then to final destination. The total practical route mileage will be used to determine the applicable charges and the final destination will determine the rate table used. (See Distances for method of computing miles.)

Effective date: 7/01/2006

g. When the distance from the origin to the final destination via the stop off points deviates from the most direct practical route, Circuitous/Out-Of-Line Miles will apply.

41. Storage Undelivered freight and freight awaiting transportation held in or on Harris' premises or vehicles by reason of any act or omission of the customer, Consignee, or others named by them, or the Owner of the freight, and through no fault of Harris, will be considered stored and subject to the following provisions:

a. Storage charges on freight awaiting transportation will begin the day freight is stored including holidays and weekends.

b. Storage charges on undelivered freight will begin the day after notice of arrival has been given, including holidays and weekends, as provided in Arrival Notice and Undelivered Freight.

c. Storage charges will end when:

i. Action is taken by the customer, Consignee, or Owner which enables Harris to transport or deliver the shipment, or

ii. When Harris exercises its right to transfer a shipment to public warehouse.

d. When freight is stored in or on Harris' premises or vehicle, or Harris exercises its right to send a shipment to public warehouse, a charge per shipment per day will be assessed. (See Storage in the current Schedule for amount of charges.)

e. Any fraction of a day will be counted as a day.

42. Terminal, Ingress and Egress Charges Except as otherwise provided herein, rates and charges do not include tollage, wharfage, usage, loading or unloading charges or any other port terminal charges at piers, wharves, dockside terminals or warehouses, and market entrance fees. Harris will not absorb such charges. The party requesting such services will be responsible for charges.

43. Trailer Pools

a. When the customer/Consignee requires a "Trailer Pool", Harris will drop a mutually agreed upon number of trailers for loading or unloading at such designated pools. For each trailer Harris is required to provide in excess of the negotiated pool, a charge per trailer per day will be assessed. (See Trailer Pools in the current Schedule for amount of charge.)

b. Any charges, fees or additional expenses incurred such as spotting fees, as a result of this procedure, will be the responsibility of the customer.

Effective date: 7/01/2006

44. Vehicle Furnished But Not Used When Harris is requested to furnish a vehicle or vehicles for pick up and has dispatched a vehicle for such purpose, and due to no fault of Harris, the vehicle is not used, or if after arrival of Harris' vehicle or vehicles at the place of loading, designated by the customer, customer fails to tender a shipment for transportation or informs Harris that a shipment will not be tendered, Repositioning of Equipment will apply and Detention - Trailers with Power Units may apply.

Effective date: 7/01/2006

HARRIS – TERMINAL CO. (“Harris”)

SCHEDULE OF ACCESSORIAL CHARGES

This Schedule of Accessorial Charges (“Schedule”) is designed to help you identify accessorial rates and charges applicable to your shipments transported by Harris. Freight Rate information will be quoted on a move by move basis according to service level and origin and/or destination.

Refer to the Harris Service Guide for detailed information on the services offered and for definitions and explanations of the terms and conditions of Harris’ service.

If you need assistance with this Schedule or have questions, please call Darrell Schwartz at (800) 225-1804 x123.

ACCESSORIAL CHARGES

Circuitous/Out-Of-Line Miles

- \$3.00 per mile for each mile in excess of point to point route
- \$50.00 minimum charge

Collect Shipments

- 110% of the applicable rate or of the PRICING GUIDE rate, whichever is higher

Collection of Charges

- 18% interest per annum plus reasonable collection fees

Congestion and/or High Toll Charge

- \$250.00 per shipment which originates, picks up, stops, or finals in NY Zip Codes 10000-10499 and 11000-11999

Detention – Trailers with Power Units

- Free time: 2 hours for loading
2 hours for unloading
- \$90.00 per hour or fraction thereof after free time
- **Layover** charges will apply after 8 hours of detention

Detention – Trailers without Power Units

- Free time: 2 hours for loading
2 hours for unloading
- \$65.00 per 24 hour period or fraction thereof after free time
- **Storage** charges will apply “**AFTER**” 72 hours of detention
- **Repositioning of Equipment** charges will apply

Extra Day Charge

- \$750.00 per occurrence necessitating a layover night

Extra Driver (Team Drivers)

- Applicable rate plus an additional 65¢ per mile

Late Payment Service Charge

- 5% of the amount of Harris’ total invoice
- \$50.00 minimum charge

Layover

- \$750.00 per driver and vehicle per night
- \$1,000.00 for team drivers and vehicle per night

Effective date _____

Loading and/or Unloading by Harris

- \$250.00 per man per service performed for shipments up to 1,500 pieces
- \$125.00 per each additional 500 pieces or fraction thereof
- **Sorting or Segregating** charges may apply

Minimum Charge

- \$700.00 per trailer used except as otherwise specifically stated

Overcharge Audit Fee

- \$50.00 per hour or fraction thereof

Proof of Delivery

- \$15.00 per Invoice Number and
- \$3.50 for each invoice photocopied

Reconsignment and Diversion

- \$125.00
- **Stop Off** charges will apply
- \$3.00 per reconsigned mile

Redelivery

- \$650.00 per shipment

Repositioning of Equipment

- \$3.00 per mile for locating and/or retrieving
- \$3.00 per mile to subsequent load
- \$300.00 minimum charge per segment

Returned, Undelivered Shipment

- **Reconsignment and Diversion** charges will apply
- **Storage** charges may apply

Spills

- \$200.00 per hour or fraction thereof
- Plus all expenses incurred

Stop Offs

- \$125.00 each for first and second stops
- No additional stops allowed
- **Circuitous/Out-Of-Line Miles** may apply

Storage

- \$450.00 per shipment per day or fraction thereof

Trailer Pools

- \$50.00 per day for each trailer in excess of the negotiated pool
- **Repositioning of Equipment** charges will apply

Vehicle Furnished But Not Used

- **Repositioning of Equipment** charges will apply
- **Detention – Trailers with Power Units** may apply

Effective date _____