



Swift Transportation Co. of Arizona, LLC

MC# 136818

**TARIFF GOVERNING
RULES, REGULATIONS AND
SCOPE OF OPERATIONS**

APPLICABLE ON SHIPMENTS
BETWEEN POINTS IN THE UNITED
STATES, CANADA, and MEXICO
and INTERMODAL SHIPMENTS

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

EFFECTIVE: July 1, 2016

Issued by:

Swift Transportation Co. of Arizona, LLC
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Phoenix, AZ 87043
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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 Swift.

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

All rates and quotations are subject to periodic revisions, increases, and restructuring. Swift will make every effort 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 Swift 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.

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SHIP FROM		Bill of Lading Number: _____ <div style="text-align:center; border: 1px solid black; padding: 5px;">BAR CODE SPACE</div>
Name: _____ Address: _____ City/State/Zip: _____ SID#: _____	FOB: _____	
SHIP TO		CARRIER NAME: _____ Trailer number: _____ Seal number(s): _____ SCAC: _____ Pro number: _____
Name: _____ Location #: _____ Address: _____ City/State/Zip: _____ CID#: _____	FOB: _____	
THIRD PARTY FREIGHT CHARGES BILL TO:		<div style="text-align:center; border: 1px solid black; padding: 5px;">BAR CODE SPACE</div> Freight Charge Terms: <u>freight charges are prepaid unless marked otherwise</u> Prepaid _____ Collect _____ 3 rd Party _____ _____ (check) Master Bill of Lading: with attached underlying Bills of Lading
Name: _____ Address: _____ City/State/Zip: _____	SPECIAL INSTRUCTIONS: _____	

CUSTOMER ORDER INFORMATION				
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/SLIP <small>(CIRCLE ONE)</small>	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			
RECEIVING STAMP SPACE						
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: *The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.	COD Amount: \$ _____ Fee Terms: Collect: ___ Prepaid: Customer check acceptable: ___
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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 _____	SHIPPER SIGNATURE _____ _____ 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. <small>Property described above is received in apparent good order, except as noted.</small>
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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

MEDIATION AND LITIGATION

In the event of any dispute pursuant or related to, or arising out of, this Agreement or transaction, including but not limited to the effect of any term, covenant or provision, the parties will make a good faith effort to resolve such dispute through mediation. If such dispute is not resolve through mediation, any litigation must be filed in the state or federal courts embracing Maricopa County, Arizona, 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 Swift officials or personnel authorized to do so by the Swift are empowered to enter into agreements or alter existing agreements. Authorized officials are Swift personnel with the title of CEO, President or Vice President. Terminal managers are not authorized personnel. Drivers employed or hired by Swift are among those excluded from the category of authorized Swift personnel. Where a Bill of Lading issued by the shipper is signed for by the Swift'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 Swift. Swift 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

Swift reserves the right to provide transportation service through its affiliated brokerage Swift Logistics, LLC, rather than acting as motor carrier. In the event Swift chooses to handle the shipment through its affiliated broker, Swift's liability and obligations shall be as a broker and not a carrier. In the event that the broker is listed on the bill of lading as the carrier, this is for convenience only and is not intended to indicate that the broker is the carrier.

ITEM 115

SUBSEQUENT VERSIONS OF THIS TARIFF

When this tariff is amended, all shipments accepted by Swift after the amendment are subject to the revision. The current tariff is available by request or at the Swift's website at www.swifttrans.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 Swift (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	SWFT 100 series
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 Circular shall apply to all shipments handled by Swift 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 Swift has published a specific tariff for a shipper, the terms of that pricing/tariff shall apply in lieu of this tariff. Swift 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, Swift will provide its customers and shippers with copies of all applicable rules and rates. Rules and accessorial charges are available on Swift's web site at: www.swifttrans.com.

ITEM 150**OPERATING AUTHORITY**

Swift 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 Swift Transportation Co. of Arizona, LLC and apply jointly with Swift Transportation Co. of Arizona, LLC on shipments interchanged to the extent shown:

SCAC	Swift Name And USDOT Number	Interchange Point
SWFQ	Swift Transportation Canada, Inc.	various
TMX1	Trans-Mex, Inc.	various
CRFS	Swift Refrigerated Service, LLC	
MSDD	M.S. Carriers, LLC	
SWIF	Swift Intermodal, LLC	
STFB	Swift Flatbed	

For an explanation of the relationship with Swift Transportation Services, LLC, See Item 180.

ITEM 160**RATES AND SCHEDULES**

The rules published herein are applicable to all shipments transported by Swift 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**

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

ITEM 175**CONSENT TO JURISDICTION**

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

ITEM 180**SERVICE COMPANY**

Carrier contracts with Swift Transportation Services, LLC, a Delaware limited liability company with offices at 2200 South 75th Avenue, Phoenix, AZ 85043 USA (MC-876419), for the purposes of acting as agent for Carrier for various purposes, including billing and collections.

SECTION 2 - OPERATIONS

ITEM 200

APPLICATION OF CIRCULAR

Each provision of this Tariff shall apply to each transportation agreement entered into by Swift 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. Swift 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

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

- A. Explosives Division 1.1 through 1.6
 - B. Explosives Division 1.1 through 1.6, Class 7
 - C. Garbage, trash and refuse including hazardous waste.
 - D. 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).
 - E. Household goods and furniture
 - F. Contraband artwork
-

ITEM 215

CONVENIENCE INTERLINING

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

ITEM 220

DROPPED TRAILERS

Swift may, for the convenience of its customers, drop trailers at a designated location. Swift's customer assumes responsibility for loss of or damage to such trailers until such time as Swift accepts the freight tendered on the dropped trailer. Swift has no liability for loss or damage to freight on a dropped trailer until such time as Swift'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 Swift 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/ullage limits, leaking packaging, overweight loading, etc.

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

Limitation of Swift's Liability for Proper Customs Clearance. Swift assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by Canadian or Mexican Customs. Swift does not represent and specifically disclaims any knowledge or expertise in proper customs clearance and inspection matters. Swift 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. Swift 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. Swift 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 Swift to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of Swift 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, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.

ITEM 240**INDEMNITY**

Swift 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 Swift's performance under this Agreement, (ii) caused by a breach of Swift's obligations hereunder, or (iii) caused by the negligence of Swift, its employees, its agents, or representatives.

Shipper shall indemnify, defend and hold harmless Swift 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 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.

ITEM 245

INTERMODAL SHIPMENTS

Swift participates in the Uniform Intermodal Interchange Agreement (UIIA). See Section 6 for rules applicable to Intermodal Shipments.

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 Swift is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Swift 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. Swift: (a) shall place the lading in public storage, if available, unless Swift 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 Swift's initial notification to Shipper. In the case of perishable lading, Swift may dispose of the lading at a time and in a manner Swift deems appropriate. Shipper will be responsible for storage costs and reasonable costs Swift incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Swift incurs as a warehouseman, Swift shall remit the balance to Shipper. If Shipper gives Swift timely disposition instructions, Swift will use any commercially reasonable steps to abide by such instructions. Shipper will pay Swift's costs and any additional transportation costs Swift 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 Swift 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 rates 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 Swift 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 Swift at the point where the service is performed.

ITEM 270**RIGHT TO OPEN/INSPECT**

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

ITEM 273**SERVICE STANDARDS**

Swift 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. Swift'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 Swift 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, Swift reserves the right to hire other carriers as qualified subcontractors to provide all or part of given movements. Swift 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**

Swift is authorized by the Federal Motor Carrier Safety Administration (FMCSA) under MC # 136818:

“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 Swift and does not have a signed Contract on file with Swift, all shipments will be subject to a minimum weight of 4,000 lbs. rated accordingly.
 2. When Shipper moves freight via Swift 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.
-

ITEM 293**EQUIPMENT**

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

ITEM 295**FOOD SAFETY PROTOCOL**

For shipments subject to the Food Safety Modernization Act (“Act”) and associated regulations, Shipper or Broker must inform Swift, in writing, of applicable transportation protocols. An authorized official of Swift (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 Swift's obligations under the Act. If Shipper or Broker fails to comply with these requirements, Swift 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 Swift 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 Swift. Swift is not liable for the performance of these outside parties.

ITEM 300

ACCESSORIAL CHARGES--GENERAL

Swift 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 Swift 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 Type	Applicable Charge
Additional Capacity	An additional capacity charge will apply when a) Shipper exceeds it's average daily volume (ADV/AWV), plus 10% and b) Swift Transportation is over sold in the area of load origin and has no additional capacity available. ADV will be based upon Shipper's load volume tendered and accepted by Swift Transportation between January and April each year.
Border Crossing	\$ 250.00 Per Shipment applies at Laredo, TX. Applicable when Swift Transportation or Trans-Mex S.A. DE C.V. is utilized as the crossing agent.
	\$ 125.00 Per Shipment applies to any shipment that requires crossing out of the United States to any Canadian Border.
Cargo Storage (Non-High Value)	\$ 25.00 per shipment per day loaded trailer storage. Trailer detention may apply.
Cargo Storage (High Value)	\$ 750.00 per shipment per day or fraction thereof. (loads that exceed \$250,000 in value)
Circuitous Miles	\$ 1.65 per mile plus applicable fuel surcharge for each mile in excess of point to point route.
C.O.D. Shipments - Collect on Delivery Shipments	\$ 300.00 per transaction.
Congestion and/or High Toll Charge	An additional charge of \$600 will apply when destined to zip codes 100-108 and 110-119 which are located in the boroughs of New York City, NY and points on Long Island, NY.

	Free Time: 2 Hours (Flatbed loads have 3 Hours Free Time)																
Detention - Power Units	Charge: \$20.00 every 15 minutes after expiration of free time or fraction thereof.																
	Layover charges will apply on time after 7 hours.																
	The party responsible for the Linehaul Charges will also be the responsible party for any Power Detention charges.																
	When the consignor tenders a shipment with a specified pickup time and the consignee requires a delivery time which results in the transit time exceeding the maximum allowed in the table below, an in transit detention charge will apply using the above rate scale.																
	<table border="1"> <thead> <tr> <th>Length of Haul Allowed (See Note)</th> <th>Maximum # of Calendar Days</th> </tr> </thead> <tbody> <tr> <td>0-200</td> <td>1</td> </tr> <tr> <td>200-450</td> <td>2</td> </tr> <tr> <td>451-900</td> <td>3</td> </tr> <tr> <td>901-1350</td> <td>4</td> </tr> <tr> <td>1351-1800</td> <td>5</td> </tr> <tr> <td>1801-2250</td> <td>6</td> </tr> <tr> <td>2251-Over</td> <td>7</td> </tr> </tbody> </table>	Length of Haul Allowed (See Note)	Maximum # of Calendar Days	0-200	1	200-450	2	451-900	3	901-1350	4	1351-1800	5	1801-2250	6	2251-Over	7
Length of Haul Allowed (See Note)	Maximum # of Calendar Days																
0-200	1																
200-450	2																
451-900	3																
901-1350	4																
1351-1800	5																
1801-2250	6																
2251-Over	7																
	Free Time: Day of Drop plus 24 hours.																
Detention - Trailer without power unit	Charge: \$50.00 per day for day 1-3 ; \$75.00 per day for day 4-10 and \$100.00 per day for day 11 +. Trailer Tracking technology will be used to determine detention days. The party responsible for the Linehaul Charges will also be the responsible party for accessorial charges.																
	Refrigerated Trailer Charge: \$150.00 per day																
Document Fee (Proof of Delivery)	Charge: \$ 15.00 per shipment. Applies when Shipper, Consignee or Bill To requests any documentation other than the Swift Freight Bill for payment of the shipment.																

Drop Trailer	\$250.00 per trailer. Excess Miles accessorial may apply.
Dunnage Disposal	\$ 150.00 per occurrence. Excess Miles accessorial may apply.
Emergency Zone	When loading out of or delivering into an Emergency Zone additional charges may apply, Hurricanes, Floods, Rock Slides, Etc.
Escort Service	Charge: \$1.40 per mile plus \$75 per day per diem if needed due to over dimension.
Excess Miles	\$ 1.65 per mile plus applicable fuel surcharge for each mile in excess of point to point route.
Ferry Crossing Charges	Any Ferry Crossing charges incurred while servicing a specific movement will be added as an accessorial item at 120% of actual cost.
Freeze Protect	\$500 per Shipment
Haz-Mat Surcharge	\$250.00 per shipment on cargo defined as Hazardous per 49 CFR 172.101.
In-Bond Transportation Charge	\$300 per Shipment
Layover	\$ 600.00 for Single. \$ 950.00 for Team. Subsequent 24 hour periods will be subject to Power Detention up to the maximum charge without additional free time. When in an Emergency Zone: \$750.00 for single, \$1,200.00 for team.
Loading and/or Unloading by Swift or Lumper	\$200.00 per trailer for each occurrence.
	Lumper charges will be invoiced at \$200 per trailer or 120% of the actual lumper fee whichever is greater.
Minimum Charge	\$ 700.00 per trailer used except as otherwise specifically stated.
Off Road Deliveries & or Stringing of Commodities	\$200.00 per occurrence.
Over Dimensional Permit	See Permit Matrix
<u>Oversized Shipments</u>	Charges applied based upon cents per mile for actual miles run.
	Greater than Greater than Greater than

Minimum Charge Cents/mile inc	Length in FT. FT. and Inches after loading	Width in FT. and Inches	Height in FT. and Inches
25.00	15	54'	n/a
50.00	20	8 ' 6 "	N/A
75.00	30	10 ' 0 "	N/A
100.00	35	11 ' 0 "	N/A
	<p>Shipments greater than 13 ft. 6 in. in height after loading not taken Over dimensional charges for shipments having more than one dimension requiring permits shall be assessed based on the dimension yielding the highest over dimensional charge shown in this item. Shipments 60 ft. or greater in length shall not be taken.</p>		
Pallet Exchange	\$ 20.00 per pallet.		
Partial Loading and/or Partial Unloading by Swift	\$100.00 per trailer for each occurrence.		
	Partial Includes - Pallet Jack, Tailgating, Driver Assist, Shrink Wrap		
Protect from Heat/Freezing	\$500 per shipment		
Reconsignment and Diversion	\$ 300.00 flat fee plus Circuitous Miles mileage charge.		
Redelivery	\$ 300.00 per shipment plus Excess Miles charge.		
Repositioning of Equipment / Deadhead	Excess Miles mileage charge with a minimum charge of \$400.00 per occurrence		
Returned, Undelivered Shipment	Excess Miles mileage charge with a minimum charge of \$600.00 per occurrence		
Stepdeck Charge	<p>In addition to all other applicable, an additional charge of 20 cents per mile shall apply when stepdeck equipment is requested by the shipper and is destined to the following states : AR,AZ,CA,CO,FL,ID,KS,LA,MI-CT,ME,NH,VT,MA,RI,NYN,MN,NE,ND,NM,OK,OR,SD, TX-E,TX-W,UT,WA,WY.</p>		
	Stop 1: \$100.00 (Excess Miles may apply)		
Stop Offs	Stop 2: \$150.00		
	Stop 3: \$200.00		
	Stop 4 and over: \$500.00		

Tarp Service	\$85.00 per shipment
Team or Shuttle Transit	Additional \$.20 per mile applied to all loaded miles.
Trailer Pools	\$ 50.00 per trailer per day for each trailer in excess of the negotiated pool. Repositioning of Equipment may apply.
Vehicle Furnished But Not Used	\$ 300.00 per occurrence. Excess Miles accessorial may apply.
Weight Tickets	120% pass through of weight ticket expense.

ITEM 310

FUEL SURCHARGE

SWIFT TRANSPORTATION SERVICES, LLC

FUEL SURCHARGE ADDENDUM

National & West Coast

(Please reference notes section below to determine how to apply **each** surcharge)

DOE POSTED

Price Per Gallon*

Surcharge			Surcharge			Surcharge		
From	To	\$ Per Mile	From	To	\$ Per Mile	From	To	\$ Per Mile
\$0.000	\$1.109	\$0.00	\$2.710	\$2.759	\$0.33	\$4.360	\$4.409	\$0.66
\$1.110	\$1.159	\$0.01	\$2.760	\$2.809	\$0.34	\$4.410	\$4.459	\$0.67
\$1.160	\$1.209	\$0.02	\$2.810	\$2.859	\$0.35	\$4.460	\$4.509	\$0.68
\$1.210	\$1.259	\$0.03	\$2.860	\$2.909	\$0.36	\$4.510	\$4.559	\$0.69
\$1.260	\$1.309	\$0.04	\$2.910	\$2.959	\$0.37	\$4.560	\$4.609	\$0.70
\$1.310	\$1.359	\$0.05	\$2.960	\$3.009	\$0.38	\$4.610	\$4.659	\$0.71
\$1.360	\$1.409	\$0.06	\$3.010	\$3.059	\$0.39	\$4.660	\$4.709	\$0.72
\$1.410	\$1.459	\$0.07	\$3.060	\$3.109	\$0.40	\$4.710	\$4.759	\$0.73
\$1.460	\$1.509	\$0.08	\$3.110	\$3.159	\$0.41	\$4.760	\$4.809	\$0.74
\$1.510	\$1.559	\$0.09	\$3.160	\$3.209	\$0.42	\$4.810	\$4.859	\$0.75
\$1.560	\$1.609	\$0.10	\$3.210	\$3.259	\$0.43	\$4.860	\$4.909	\$0.76
\$1.610	\$1.659	\$0.11	\$3.260	\$3.309	\$0.44	\$4.910	\$4.959	\$0.77
\$1.660	\$1.709	\$0.12	\$3.310	\$3.359	\$0.45	\$4.960	\$5.009	\$0.78
\$1.710	\$1.759	\$0.13	\$3.360	\$3.409	\$0.46	\$5.010	\$5.059	\$0.79
\$1.760	\$1.809	\$0.14	\$3.410	\$3.459	\$0.47	\$5.060	\$5.109	\$0.80
\$1.810	\$1.859	\$0.15	\$3.460	\$3.509	\$0.48	\$5.110	\$5.159	\$0.81
\$1.860	\$1.909	\$0.16	\$3.510	\$3.559	\$0.49	\$5.160	\$5.209	\$0.82

\$1.910	\$1.959	\$0.17	\$3.560	\$3.609	\$0.50	\$5.210	\$5.259	\$0.83
\$1.960	\$2.009	\$0.18	\$3.610	\$3.659	\$0.51	\$5.260	\$5.309	\$0.84
\$2.010	\$2.059	\$0.19	\$3.660	\$3.709	\$0.52	\$5.310	\$5.359	\$0.85
\$2.060	\$2.109	\$0.20	\$3.710	\$3.759	\$0.53	\$5.360	\$5.409	\$0.86
\$2.110	\$2.159	\$0.21	\$3.760	\$3.809	\$0.54	\$5.410	\$5.459	\$0.87
\$2.160	\$2.209	\$0.22	\$3.810	\$3.859	\$0.55	\$5.460	\$5.509	\$0.88
\$2.210	\$2.259	\$0.23	\$3.860	\$3.909	\$0.56	\$5.510	\$5.559	\$0.89
\$2.260	\$2.309	\$0.24	\$3.910	\$3.959	\$0.57	\$5.560	\$5.609	\$0.90
\$2.310	\$2.359	\$0.25	\$3.960	\$4.009	\$0.58	\$5.610	\$5.659	\$0.91
\$2.360	\$2.409	\$0.26	\$4.010	\$4.059	\$0.59	\$5.660	\$5.709	\$0.92
\$2.410	\$2.459	\$0.27	\$4.060	\$4.109	\$0.60	\$5.710	\$5.759	\$0.93
\$2.460	\$2.509	\$0.28	\$4.110	\$4.159	\$0.61	\$5.760	\$5.809	\$0.94
\$2.510	\$2.559	\$0.29	\$4.160	\$4.209	\$0.62	\$5.810	\$5.859	\$0.95
\$2.560	\$2.609	\$0.30	\$4.210	\$4.259	\$0.63	\$5.860	\$5.909	\$0.96
\$2.610	\$2.659	\$0.31	\$4.260	\$4.309	\$0.64	\$5.910	\$5.959	\$0.97
\$2.660	\$2.709	\$0.32	\$4.310	\$4.359	\$0.65	> 5.960		###

- The adjustment shall be an additional \$.01 for each \$.05 increase in the Average

This Fuel Surcharge Agreement shall be considered an Addendum to any existing Contract or Tariff.

This Fuel Surcharge Agreement shall remain in effect until otherwise cancelled in writing and signed by both parties.

The Prior Weeks National Average will be used to determine the current weeks (National) fuel surcharge amount.

mile surcharge.

11- Western Average - Applies to all loads that originate & terminate in the states of AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY.

The prior week's average of the Padd V & California weekly averages will be used to determine the (11 Western Surcharge).

7/20/15 (Prior Weeks) (Padd V + California)/2 or $(2.097+3.072)/2 = 3.015$. The (11 Western surcharge) for the week of

7/27/15 thru 8/02/15 is \$.39 cents per mile.

The Weekly Department of Energy Averages can be obtained by calling (202) 586-6966 or on the Internet at:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

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SECTION 4 – FREIGHT CLAIMS

ITEM 400

ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher released values (limitations of liability) than those indicated in this Section by contacting Swift's Pricing Department at ratequote@swifttrans.com or by accessing www.swifttrans.com and clicking "Get a Quote." Swift may, in its sole discretion, require Shipper to enter into a written agreement before such higher released values and associated rates become effective.

ITEM 405

CLAIMS LIABILITY

Liability for claims will be governed by 49 USC § 14706 or, where applicable, the Carriage of Goods by Sea Act. Swift 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.

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) Swift 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 Swift unless Swift shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Swift 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) Swift 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, Swift 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 Swift'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 Swift unless filed in writing, as provided in subparagraph (D) of this Item with Swift 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 Swift 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 Swift within the time limits specified in the bill of lading or contract of carriage or applicable contract between Swift 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 Swift 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 Swift 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 Swift for an uncertain amount such as "\$100 more or less," Swift 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 Swift 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 Swift 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, Swift 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 Swift 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) Swift 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 Swift; 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, Swift shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon.

ITEM 415**CLAIMS LOSS & DAMAGE – ACCEPTANCE OF GOODS**

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

ITEM 420**CLAIMS LOSS & DAMAGE – CLEAR DELIVERY**

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. 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 Swift.

ITEM 425**CLAIMS LOSS & DAMAGE – SALVAGE**

- (A) Whenever property transported by Swift 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, Swift, 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. Swift 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. Swift 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. Swift 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 Swift or through a salvage agent or company in which Swift or one or more of its directors, officers, or managers has any interest, financial or otherwise, Swift'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, Swift 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, Swift remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.
-

ITEM 430**DISPOSITION OF OVERAGE**

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by Swift upon request in return for payment of Swift's applicable freight charges. In the event consignor and consignee decline to accept overages and mitigate damages, Swift 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 Swift's freight and storage charges will be remitted to the person or persons lawfully entitled to receive same. Swift 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**

Articles tendered with an invoice value exceeding \$5.00 per pound, per package, will be considered to be of extraordinary value. Articles inadvertently accepted with an invoice value exceeding \$5.00 per pound, per package, will be considered to have been released by Shipper at \$5.00 per pound, per package, subject to a maximum liability of \$100,000.00 per shipment in the United States and Canada and \$2,000 per shipment in Mexico. Even where a shipment originates in the United States or Canada and travels on a through bill of lading to Mexico, the above \$2,000 liability limitation will apply to any loss occurring in Mexico. In the event of loss of and/or damage to any shipment, Swift's liability will not exceed the above limitations based upon the country where the loss occurred. The exception to this is uncrated machinery, which will be subject to a maximum liability of 10 cents per lb. or spot quote shipments, which will be limited to .50 per lb. In the event Swift knowingly accepts a load with a declared value considered extraordinary, Swift's cargo liability will be increased to reflect such declared value, subject to a maximum declared value of \$250,000. Consequently, Swift's rates will be raised concomitantly to reflect the added risk accepted by Swift. Such increased rates will be negotiated on a per shipment basis between the parties. Shipper will reimburse fines, penalties, assessments, or 3rd party charges for reworking/resecuring incurred by Swift as a result of Shipper negligence, failure to comply with transportation requirements, or upon receipt of Notice of Violation or ticket. Shipper's negligence may include, but is not limited to, package failure, improper loading/securement, exceeding package outage/ullage limits, improperly assigned basic description, leaking packaging, overweight loading, etc.

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 Swift 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, Swift 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 Swift 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. Swift 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

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

ITEM 465

SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES

Swift 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 shortage, damage or delay. Additionally, Swift will not be liable for attorney's fees of the Shipper.

ITEM 470

SPOTTED EQUIPMENT

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

Swift'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 Swift from the original shipper, will be limited to lost freight only and Swift 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 Swift from the original shipper and delivered without exception, when Swift is not given an opportunity to inspect prior to return, will be limited to lost freight only and Swift 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, Swift will invoice the shipper's broker, bank or other agent for freight charges. Swift 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 Swift 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 Swift prior to delivery.
 - (4) Swift will impose a processing fee of \$25.00 per transaction for credit card payments.
 - (5) Additionally, when arrangements are made with intermediaries for transportation services provided by Swift and the intermediary in turn bills the shipper or beneficial owner of the goods for freight charges inclusive of Swift's rates, the following rules apply:
 - (i) The intermediary will segregate money due owing to Swift from other accounts.
 - (ii) Intermediary will pay Swift without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to Swift.
 - (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 Swift.
 - (vi) Swift 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 Swift in full, within 15 calendar days of receipt of Swift's invoice, for all transportation and related services according to the addendum(s) and schedule(s) of rates negotiated between Swift 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 Swift at the lesser of 1.5% per month or the maximum legal rate and, in addition, Shipper may lose any discounts offered by Swift under any contract agreement.

ITEM 540**JURISDICTION AND VENUE OF COLLECTION SUIT**

All action or proceedings instituted by Swift 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 the Swift initiates a lawsuit, such suit shall be brought in a state or federal court of competent jurisdiction embracing Maricopa County, Arizona, or where the debtor resides (at the option of Swift). 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**

Swift 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 Swift Lien provisions of the Uniform Commercial Code. Swift 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 Swift 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**

Swift Transportation Services, LLC (see Item 180) will invoice the shipper's broker, bank or other agent for freight charges. Swift 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 Swift 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.

Swift 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 Swift to the payor of the freight charges within 180 days of the shipment date.

SECTION 6 – INTERMODAL SHIPMENTS

ITEM 600

APPLICABILITY

This Section applies to all movements on intermodal equipment governed by the Uniform Intermodal Interchange Agreement or any substantially similar organization or arrangement. Unless otherwise stated in this Section, the provisions of the remainder of this Tariff continue to apply.

ITEM 610

ARRIVAL NOTICE

1. Actual tender of delivery at consignee's place constitutes notice of the arrival of a shipment.
 2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment:
 - (a) The notice will be given by telephone, if convenient and practicable; otherwise by mail or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
 - (b) If the consignee's address is unknown to Swift, the notice will be mailed to him at the post office serving the point of destination shown on the Bill of Lading.
 - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by, the addressee) at 8:00 A.M. on the first business day after it was mailed.
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ITEM 640

LOADING AND UNLOADING CONTAINER

Except as otherwise provided herein, the complete loading and/or unloading service, as the case may be, of the shipment including the count hereof must be performed by the shipper or consignee at his expense, without any assistance from Swift. Swift's employee and power unit are to be released while loading and/or unloading is performed. At Swift's option, Swift's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.

1. The complete loading service includes the loading of the shipment into or on the container or trailer and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
2. The complete unloading service means that the consignee must remove the shipment from the position in which it is transported in or on the container or trailer. The consignee will be responsible for removal of all packing materials, dunnage, blocking, bracing, nails and excess product or waste, etc. or will be subject to a \$100.00 cleanup fee.

ITEM 680**UNDELIVERED FREIGHT**

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because Swift cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, Swift will make a diligent effort to notify the consignor promptly that the freight is being stored and the reason therefor.
 2. Undelivered shipments will be subject to Storage.
 3. On undelivered shipments, disposition instructions printed on the Bill of Lading, shipping label or container will not be accepted as authority to reship, return or reconsign a shipment or to limit
 4. Swift may elect to handle undelivered freight pursuant to the terms of this Tariff governing On Hand Freight.
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Item 690**ACCESSORIALS FOR INTERMODAL SHIPMENTS**

Rates and Charges are based upon Shipper load & Consignee unload in 53' Rail Containers, maximum weight not to exceed 43,500 lbs. and are subject to Swift fuel surcharge SWFT 100-F. All rates are governed by Rand McNally electronic mileage guide 19.01	
Service Type	Applicable Charge
Bonded	Moving under "In Bond" conditions, \$200.00 per shipment plus sufferance warehouse charges.
Border Crossing Charge	\$ 200.00 Per Shipment applies at Laredo, TX, Calexico CA and Otay Mesa, CA. Applicable when Swift Transportation or Trans-Mex S.A. DE C.V. is utilized as the crossing agent.
	\$ 100.00 Per Shipment. Applies to any shipment that requires crossing into or out of the United States from any Canadian Border. These borders to include Detroit, Buffalo, Syracuse and Seattle.

Circuitous Miles	\$ 1.75 per mile for each mile in excess of point to point route.
C.O.D. Shipments - Collect on Delivery Shipments	\$ 600.00 per transaction.
Congestion and/or High Toll Charge	An additional charge of \$ 600 will apply when destined to zip codes 100-108 and 110-119 which are located in the boroughs of New York City, NY and points on Long Island, NY.
Detention - Power Units, with or without trailers	Free Time:2 Hours
	Charge: \$20.00 every 15 minutes after expiration of free time or fraction thereof.
	Layover charges will apply on time after 6 hours.(see below for Layover fee's)
	The party responsible for the Linehaul Charges will also be the responsible party for any Power Detention charges.
Detention - Containers without Power Units - Within	Free Time: Day of Drop plus one additional calendar day. Free time will end at 2359 on the calendar day following day of drop. Weekend and/or holiday included in free time.
The United States or Canadian Borders	Charge: \$50.00 per day for days 1 - 3; \$75.00 per day for days 4 - 10 and \$200.00 per day for days 11+. The party responsible for the Linehaul Charges will also be the responsible party for accessorial charges.

Detention in Transit	When the consignor tenders a shipment with a specified pickup time and delivery time which results in the transit time exceeding the maximum allowed as stated below, an in-transit detention charge will apply. Free time is based on availability of the unit at the Intermodal ramp. For units available before 1700, consignor free time is day of availability plus one additional calendar day. For units available at 1700 or later, consignor free time is day of availability plus two additional calendar days. Weekend and/or holiday included in free time. After free time the charge is \$150.00 per calendar day. The party responsible for the Linehaul Charges will also be the responsible party for accessorial charges. For example, if consignor unit is available at the Intermodal ramp at 1500 on Tuesday, free time would end at 2359 on Wednesday of that same week. Consignor would incur a charge of \$150.00 per day thereafter in the event no delivery appointment can be schedule by 2359 on Wednesday. If consignor unit is available at the Intermodal ramp at 1800 on Tuesday, free time would end at 2359 on Thursday of that same week. Consignor would incur a charge of \$150.00 per day thereafter in the event no delivery appointment can be scheduled by 2359 on Thursday.
	Charge: \$50.00 per day for days 2 - 3; \$75.00 per day for days 4 - 10 and \$200.00 per day for days 11+. The party responsible for the Linehaul Charges will also be the responsible party for accessorial charges.
Document Fee (Proof of Delivery)	Charge: \$ 25.00 per shipment. Applies when Shipper, Consignee or Bill To requests any documentation other than the Swift Freight Bill for payment of the shipment.

Dunnage Disposal	Actual disposal fee to include miles to disposal site at 1.75 per mile Plus \$250 fee
Ferry Crossing Charges	Any Ferry Crossing charges incurred while servicing a specific movement
	will be added as an accessorial item at 110% of actual cost.
Haz-Mat Surcharge	\$500.00 per shipment on cargo defined as Hazardous per 49 CFR 172.101.
High Value Storage	Price to be determined based on actual cost based on area of the need
Holiday Appointment	\$200.00 charge if customer requires Swift to make a pickup or delivery on a holiday.
Layover	\$ 750.00 for Single. Subsequent 24 hour periods will be subject to Power Detention up to the maximum charge without additional free time.
Loading and/or Unloading by Swift or Lumper	\$150.00 per trailer for each occurrence.
	Lumper charges will be invoiced at \$150 per trailer or Actual Lumper Fee whichever is greater.
Partial Loading and/or	\$80.00 per Container for each occurrence.

Partial Unloading by Swift	Partial Includes - Pallet Jack, Tailgating, Driver Assist, Shrink Wrap
Premium Surcharge	Additional capacity will be provided in excess of the historical load per day volume. The additional charge will be a fixed rate based on current market conditions and will appear on the invoice as an additional accessorial line item.
Minimum Charge	\$ 600.00 per Container used except as otherwise specifically stated.
Un-Authorized use of Swift's Equipment Charge	Unauthorized use (misuse) of Swift's equipment shall result in a charge to the unauthorized user of Swift's equipment in the amount of \$400.00 per occurrence in addition to \$50.00 per container, per day or fraction thereof.
Ramp Storage	Free time based on availability of scheduled arrival day plus one additional calendar day. First weekend and/or holiday included in free time. After free time the charge is \$150.00 per calendar day fraction thereof
Reconsignment and Diversion	\$ 300.00 flat fee plus \$ 1.75 per reconsigned mile.
Redelivery	\$ 300.00 per shipment plus 1.75 per mile from original delivery point to secondary location
Repositioning of Equipment / Deadhead	\$ 1.75 per mile for locating and/or retrieving.

	\$ 1.75 per mile to subsequent load.
	\$ 300.00 Minimum Charge per segment.
Returned, Undelivered Shipment	\$ 1.75 per mile with a minimum charge of \$ 600.00 per occurrence.
Scale Load	If customer requires shipment to be scaled and does NOT offer scaling onsite, there will be an additional charge of \$40 per occurrence. If scale is >20 miles out of route, an additional charge \$1.75 per mile will occur on out of route miles. Service includes cost of scale ticket.
Sorting or Segregating / Extra Labor	\$ 150.00 per shipment.
Stop Offs	Stop 1: \$ 150.00(Circuitous/Out-Of-Line Miles may apply.)
	Stop 2: \$ 300.00
	Stop 3 and over: \$ 500.00
Vehicle Furnished But Not Used	\$1.75 per dispatched mile at time of cancelation with \$350 minimum charge
Weight Tickets	120% pass through of weight ticket expense.
Freeze or Heat Protect	Should customer require load to be heat or Freeze protect and fee of \$500.00 per load will be applied to each load.

SWIFT INTERMODAL FUEL SURCHARGE

Fuel Price Per Gallon (In Dollars Per Gallon)		Fuel Surcharge (Percentage of Linehaul Tariff)
From	To	
\$1.25	\$1.299	5.00%
\$1.30	\$1.349	5.50%
\$1.35	\$1.399	6.00%
\$1.40	\$1.449	6.50%
\$1.45	\$1.499	7.00%
\$1.50	\$1.549	7.50%
\$1.55	\$1.599	8.00%
\$1.60	\$1.649	8.50%
\$1.65	\$1.699	9.00%
\$1.70	\$1.749	9.50%
\$1.75	\$1.799	10.00%
\$1.80	\$1.849	10.50%
\$1.85	\$1.899	11.00%
\$1.90	\$1.949	11.50%
\$1.95	\$1.999	12.00%
\$2.00	\$2.049	12.50%
\$2.05	\$2.099	13.00%
\$2.10	\$2.149	13.50%
\$2.15	\$2.199	14.00%
\$2.20	\$2.249	14.50%
\$2.25	\$2.299	15.00%
\$2.30	\$2.349	15.50%
\$2.35	\$2.399	16.00%
\$2.40	\$2.449	16.50%
\$2.45	\$2.499	17.00%
\$2.50	\$2.549	17.50%
\$2.55	\$2.599	18.00%
\$2.60	\$2.649	18.50%
\$2.65	\$2.699	19.00%
\$2.70	\$2.749	19.50%
\$2.75	\$2.799	20.00%
\$2.80	\$2.849	20.50%
\$2.85	\$2.899	21.00%
\$2.90	\$2.949	21.50%
\$2.95	\$2.999	22.00%
\$3.00	\$3.049	22.50%
\$3.05	\$3.099	23.00%
\$3.10	\$3.149	23.50%
\$3.15	\$3.199	24.00%
\$3.20	\$3.249	24.50%
\$3.25	\$3.299	25.00%
\$3.30	\$3.349	25.50%
\$3.35	\$3.399	26.00%

\$3.40	\$3.449	26.50%
\$3.45	\$3.499	27.00%
\$3.50	\$3.549	27.50%
\$3.55	\$3.599	28.00%
\$3.60	\$3.649	28.50%
\$3.65	\$3.699	29.00%
\$3.70	\$3.749	29.50%
\$3.75	\$3.799	30.00%
\$3.80	\$3.849	30.50%
\$3.85	\$3.899	31.00%
\$3.90	\$3.949	31.50%
\$3.95	\$3.999	32.00%
\$4.00	\$4.049	32.50%
\$4.05	\$4.099	33.00%
\$4.10	\$4.149	33.50%
\$4.15	\$4.199	34.00%
\$4.20	\$4.249	34.50%
\$4.25	\$4.299	35.00%
\$4.30	\$4.349	35.50%
\$4.35	\$4.399	36.00%
\$4.40	\$4.449	36.50%
\$4.45	\$4.499	37.00%
\$4.50	\$4.549	37.50%
\$4.55	\$4.599	38.00%
\$4.60	\$4.649	38.50%
\$4.65	\$4.699	39.00%
\$4.70	\$4.749	39.50%
\$4.75	\$4.799	40.00%
\$4.80	\$4.849	40.50%
\$4.85	\$4.899	41.00%
\$4.90	\$4.949	41.50%
\$4.95	\$4.999	42.00%
\$5.00	\$5.049	42.50%
\$5.05	\$5.099	43.00%
\$5.10	\$5.149	43.50%
\$5.15	\$5.199	44.00%
\$5.20	\$5.249	44.50%
\$5.25	\$5.299	45.00%
\$5.30	\$5.349	45.50%
\$5.35	\$5.399	46.00%
\$5.40	\$5.449	46.50%
\$5.45	\$5.499	47.00%
\$5.50	\$5.549	47.50%
\$5.55	\$5.599	48.00%
\$5.60	\$5.649	48.50%
\$5.65	\$5.699	49.00%
\$5.70	\$5.749	49.50%
\$5.75	\$5.799	50.00%
\$5.80	\$5.849	50.50%
\$5.85	\$5.899	51.00%

\$5.90	\$5.949	51.50%
\$5.95	\$5.999	52.00%
\$6.00	\$6.049	52.50%
\$6.05	\$6.099	53.00%
\$6.10	\$6.149	53.50%
\$6.15	\$6.199	54.00%
\$6.20	\$6.249	54.50%
\$6.25	\$6.299	55.00%
\$6.30	\$6.349	55.50%
\$6.35	\$6.399	56.00%
\$6.40	\$6.449	56.50%
\$6.45	\$6.499	57.00%
\$6.50	\$6.549	57.50%
\$6.55	\$6.599	58.00%
\$6.60	\$6.649	58.50%
\$6.65	\$6.699	59.00%
\$6.70	\$6.749	59.50%
\$6.75	\$6.799	60.00%
\$6.80	\$6.849	60.50%
\$6.85	\$6.899	61.00%
\$6.90	\$6.949	61.50%
\$6.95	\$6.999	62.00%

**The same formula will apply if the cost of fuel exceeds the above table.
Charges are in currency of the United States of America.**

The cost per gallon will be calculated by using the average price for the district where the carrier domiciles the tractor used on that dispatch based on the Energy Information Administration of the Department of Energy. The Fuel Surcharge The amount of the FSC reimbursement will be as outlined in the table above.

SECTION 7 – TEMPERATURE CONTROLLED SHIPMENTS

ITEM 700

APPLICABILITY

This Section applies to all shipments requiring refrigerated or temperature controlled service.

ITEM 710

REFRIGERATED SERVICE

The following provisions will govern Swift's transportation of refrigerated shipments.

1. Shipper must expressly indicate the correct temperature setting on the bill of lading. Unless the correct temperature setting is indicated on the bill of lading, Swift will not be liable for loss or damage to freight.
 2. If a refrigerated shipment is rejected for any reason by consignee, Swift will notify Shipper and maintain the shipment at the required temperature until disposition instructions are received from Shipper or Consignee.
 3. Swift's driver will not open doors on a refrigerated trailer until expressly instructed to do so by consignee. Swift is not liable for cargo loss or damage that occurs after its driver opens the doors on the trailer.
 4. Swift is not liable for temperature variations that occur due to freight being loaded "hot."
 5. Shipper must expressly inform Swift to any additional requirements for transportation of freight for which refrigerated service is requested.
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ITEM 720

PROTECT FROM FREEZING SERVICE

Except as provided in this Item, Swift is not liable for damage to freight caused by exposure to cold or freezing temperatures.

Protect from Freezing Service will be provided at Swift's discretion on single-line shipments and shipments to Canada from October 1st through April 30th, if each of the following conditions are met:

- A. Suitable equipment is available, and
- B. The Bill of Lading, each handling unit, AND each loose package is clearly marked with the notation, "**PROTECT FROM FREEZING**". (Marking on the freight or packaging alone or on any document other than the Bill of Lading is not sufficient.), and
- C. Outside temperature is forecast to be 10 degrees Fahrenheit or higher, and
- D. Shipment is tendered on one of the following days:
 - o Next Day Transit Lanes - Monday through Thursday.
 - o Second Day Transit Lanes - Monday through Wednesday.
 - o Third Day Transit Lanes - Monday and Tuesday, and
- E. None of the following applies:
 1. The shipment is tendered on a Friday or the day before a holiday, or
 2. The shipment requires appointments, or
 3. The shipment requires "will call" or "dock pick up," or
 4. The shipment requires COD or Order Notify, or
 5. The shipment is moving In Bond.

AND

- F. Swift may refuse to accept any shipment where weather forecasts or prevailing road conditions indicate probable highway closures.

It is the shipper's or consignor's obligation to ensure that the above conditions are satisfied. For shipments tendered to Swift that do not meet the above conditions, Swift will have no liability for cargo damaged by exposure to freezing temperatures. Swift's cargo claim liability is otherwise subject to the limits and provisions as provided in this Tariff.

CHARGES:

1. When Protect from Freezing Service is requested on mixed shipments, the weight of all articles in the shipment will be considered as requiring protection and will be so rated.
2. The charge for Protect from Freezing Service is \$1.75 cwt, subject to a minimum charge of \$25.00 per shipment.

SECTION 8 – ACCESSORIALS FOR SHIPMENTS TO/FROM MEXICO

NOTE: THE FOLLOWING ACCESSORIALS APPLY TO SHIPMENTS TO/FROM MEXICO BY SWIFT TRANSPORTATION OR BY TRANS-MEX, INC. S.A. DE C.V. OTHER PROVISIONS OF THIS TARIFF ALSO APPLY UNLESS THE TARIFF SPECIFICALLY PROVIDES OTHERWISE. PLEASE REVIEW ALL SECTIONS OF THIS TARIFF.

MX Detention- Trailers without power units within Mexico Borders	<p>Applies to Shipments Originating or Destined to any State in Mexico</p> <p>Inbound Mexico - Rates include seven (7) Free Days of Trailer Detention; the days will count from the time when trailer arrives to US Customs and until the Consignee in Mexico calls Swift Transportation CO., Inc. to advise trailer is empty and ready to be picked up from their yard.</p> <p>Outbound Mexico - Rates include seven (7) Free Days of Trailer Detention; the days will count starting when the trailer is spotted at Origin and until the trailer arrives to the Swift Transportation Co., Inc. yard in the US.</p> <p>Charge.- US \$50.00 per day for days 1-3; US\$75.00 per day for days 4-9 and US \$100.00 per day for days 10+</p>
MX TONU	Vehicle Furnished But Not Used, Charge \$150 USD
MX Power Detention	<p>Free Time: 3 Hours</p> <p>Charge: \$30USD, Layover charge will apply on time after 7 hours, charge \$500 USD</p>
MX Layover	\$500 USD
MX Repositioning	Charge depends on the empty miles.
MX Team Charge	Charge \$150 USD or 10% of the negotiated rate, whichever is greater.
MX HazMat Surcharge	Depends on the UN number if we have the permits to move it or not. Charge is variable.
MX Stop Off	Charge \$150 USD per stop off plus the out of route miles.
MX Load Locks	Charge \$50 USD per pair, subject to availability

SECTION 9 – FLATBED

ITEM 910

TARPING (REQUESTED)

Loads will not be tarped unless specifically requested by Shipper. Tarping charges shall apply pursuant to Section 3.

ITEM 920

TARPING (PLACEMENT OF)

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

ITEM 930

LOADING

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