



## **100 APPLICATION OF TARIFF**

Each provisions of this tariff shall apply to each transportation agreement entered into by Carrier, whether oral or written, unless expressly waived in a signed, written agreement.

## **110 NOTICE AND AMENDMENTS**

Upon written request, Carrier will provide its customers and shippers with copies of all applicable tariff rules and rates. Rules and accessorial charges are available on Carrier's web site at: [www.bolt-express.com](http://www.bolt-express.com).

## **120 ADDITIONAL LABOR**

When Carrier is required and provided additional labor, outside the services of the driver, an additional charge of **\$25.00** per 15 minutes with a minimum of \$25. In applying this item, time will be computer from the time the additional person or persons leaves their place of business until the time they return to their place of business. These charges will be assessed in addition to all other applicable charges.

## **130 ADVANCING CHARGES**

When Carrier incurs additional costs due to the requirements of the shipment or the request of the Customer, the Customer shall be responsible for 130% of any and all charges, fees, or general expenses associated with the advancing charges.

## **140 APPLICATION OF TARIFF**

The rates, rules, and special services charges named herein apply to each shipment tendered to the Carrier, unless expressly waived in writing via a signed agreement or contract. If there is a conflict between the terms and conditions of this tariff and the terms and conditions on any Bill of Lading, Shipping Order, Manifest, or any other transit document, the terms and conditions of this tariff as amended, modified, changed, or supplemented will take precedence. This application will apply to International, Interstate, or Intrastate shipments unless otherwise provided herein. Current amendments or revisions to this publication are available at [www.bolt-express.com](http://www.bolt-express.com). When this tariff is amended or revised, the revisions will take effect at 12:01 AM Eastern time as of the Effective Date shown thereon and shall cancel all prior versions of the tariff. For purposes of this tariff, "Customer" shall mean any entity responsible for requesting that Carrier provide services governed by this tariff, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.

## **150 BILLS OF LADING**

Except as otherwise set forth herein, the terms and conditions of the Carrier's Standard Bill of Lading will apply regardless of a Bill of Lading or other document that is substituted by the Customer. Carrier's agent and or drivers are not authorized to execute any documents with alternative terms and conditions. Any document other than the Carrier's Bill of Lading will service as receipt for the goods received.



## **160 BILLS OF LADING – CORRECTED**

A request for a corrected Bill of Lading for changes in collection, i.e.; from collect to prepaid, prepaid to collect or to add, change, or delete a third-party billing may be accepted up to 30 days from the date of the Carrier's invoice and only from a party to the original Bill of Lading with written notice on company letterhead or a corrected Bill of Lading from the party assuming the payment identifying the company and person authorizing the correction, provided however that the party originally identified as being responsible for payment shall remain liable to Carrier notwithstanding the terms of the corrected Bill of Lading.

## **170 CARGO CLAIMS**

Except as otherwise set forth herein, claims for cargo loss or damage shall be processed in accordance with the Federal Claims, Loss, and Damage Regulations (49 C.F.R. 370) Code of Federal Regulations, Part 370, Principles and Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing of Salvage.

### **I. FILING OF CARGO CLAIMS**

- A. Claims must be filed in writing within 9 months from the date of delivery or within a reasonable time during which delivery should have been accomplished or Carrier shall have no liability therefore. A claim for loss damage, injury, or delay to cargo shall not be paid by the Carrier unless filed in writing as provided in subparagraph (B) of this term with the Carrier within the specified time limits applicable thereto and as otherwise may be provided by law, the terms of the Bill of Lading or contract of carriage, and all rules applicable thereto. Notice of concealed damages will be submitted to the Carrier within 24 hours of delivery, and in any event, the claimant will be responsible for overcoming the presumption that cargo delivered pursuant to a clean Bill of Lading was delivered in good order and condition. Any suit to recover loss, damage, or delay to cargo must be instituted no later than two years and one day after all or any part of the claim is denied.
- B. The claim must be submitted in writing from the claimant within the time limits specified in the Bill of Lading or contract between the Carrier and the shipper and (1) containing facts sufficient to identify the shipment(s) 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.
- C. Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damages or both on freight bills, delivery receipts or other documents or inspection reports issued by the shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents otherwise shall, standing alone, not be considered by the Carrier as sufficient to comply with the minimum claim filing requirements as provided herein.
- D. Whenever a claim is filed with the Carrier for an uncertain amount such as "\$100.00 more or less" Carrier 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. The Carrier shall not, however, voluntarily pay a



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claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions as provided herein.

### **II. ACKNOWLEDGMENT OF CLAIMS**

- A. Carrier shall, upon receipt in writing of a proper claim, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the Carrier unless the Carrier has paid or declined such a claim in writing within 30 days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any additional documentary evidence or other pertinent information may be required by the Carrier to further process the claim as the preliminary examination of the claim, as filed may have revealed.
- B. Carrier shall, at the time each claim is received create a separate file and assign a specific unique claim file number and not the number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including written acknowledgment of receipt and, if it's in the Carrier's possession, the shipping order, Bill of Lading and delivery receipt if any, regarding the claim in process. At the time the claim is received, Carrier shall notate the date of receipt on the face of the claim document and the date the receipt shall be notated on the Carrier's written acknowledgment of receipt to the claimant.

### **III. INVESTIGATING OF CLAIMS**

- A. Any claim filed against the Carrier filed in the manner prescribed herein shall be promptly and thoroughly investigated provided investigation has not already been satisfied prior to the receipt of the claim.
- B. Each claim shall be supported by the original Bill of Lading, evidence of the freight charges, if any and either the original invoice containing the 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 book value only, Carrier shall before voluntarily paying a claim, 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.
- C. A prerequisite to the voluntary payment by the Carrier of a claim for loss of an entire piece, package, or entire shipment shall be securing 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 party.

### **IV. DISPOSITION OF CARGO CLAIMS**



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Carrier shall pay, decline or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the Carrier; provided that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding 120-day period while the claim is pending, Carrier shall advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition and Carrier shall retain a copy of each advise to the claimant in its claim file. Upon payment of any loss, damage or delay claim, Carrier shall become subrogated to all rights and remedies of the shipper in respect to such claim, and shipper agrees to cooperate with the Carrier in pursuing any subrogation rights or remedies that may not be available to the Carrier.

### **V. CLAIMS LOSS AND DAMAGE – SALVAGE**

- A. Whenever property transported by the Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice, wherever practical to do so, to the owner and other parties that may have an interest therein, and unless otherwise advised to the contrary after giving such notice, shall sell or dispose of such property directly or by a competent salvage agent. The amount of sale will be applied to the costs of the sale and Carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership. Carrier shall maintain a record sufficient to identify the property involved to be able to correlate it to the shipment or transportation involved and claim filed.
- B. Upon receipt of a shipment on which salvage has been processed as provided herein, Carrier shall record on its claim file, the lot number assigned, the amount of money recovered, if any, and the transmittal of such money to the person or persons lawfully entitled to receive the same.

### **VI. DISPOSITION OF OVERAGE**

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee of shipper by Carrier upon request for payment of Carrier's freight charges.

In the event consignor or consignee decline to accept overages and mitigate damages, Carrier shall treat any overage as salvage and after notice shall sell the overage in accordance with the provisions herein. The proceeds of any such sale less Carrier's freight and storage charges shall be remitted to the persons lawfully entitled to receive the same. Carrier shall not be liable for any difference between the sales price of overage and destination market value where the shipper and consignee decline to mitigate damages.

### **VII. SHORTAGE**

Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing



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material is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of bins, pallets, platforms, or skids on such shipments.

### **VIII. DISPOSITION OF CONTESTED CARGO CLAIMS**

Claimant waives any right to set off or offset contested and unliquidated cargo claims against freight charges otherwise due to Carrier as a precondition of service. Claimants agree to forfeiture of any contested claim asserted by it as a setoff after notice and demand for freight charges.

### **IX. ADDITIONAL RULES**

- A. In no event will Carrier's liability exceed the lesser of the actual value of the cargo or the declared value.
- B. The value of shipments involving documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value shall be limited to the value of the paper.
- C. Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.
- D. The valuation as determined by the provisions of this tariff shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damage. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this tariff is assumed by the Customer.
- E. Carrier is not bound to transport a shipment by a particular appointment schedule, or in time for a particular market but is responsible to transport a shipment with reasonable dispatch. Carrier will not be liable for late deliveries or unkept appointments unless such late delivery or unkept appointment is beyond Carrier's duty of reasonable dispatch. In no event shall a time quotation be considered a guarantee of delivery time.

### **X. SHIPPER LOAD AND COUNT**

All shipments shall be loaded by the consignor and unloaded by the consignee. Carrier's drivers are instructed to sign bills of lading as shipper load and count or "SLC." Inadvertent omission of this notation shall not result in a presumption of Carrier liability for shortage or damage (in the



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absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

#### **180 CARGO CLAIM LIABILITY AND LIMITATION – U.S. AND CANADA.**

- A. With respect to services provided in the United States and/or Canada, Carrier shall be liable for cargo loss, damage and delay as a “carrier” pursuant to the Carmack Amendment as amended from time to time regardless of whether transport is interstate, intrastate, or involves foreign commerce. Unless a higher value is declared by Customer in accordance with the provisions herein and additional freight charges applicable to such declaration have been paid, Carrier’s liability for such claims is limited to \$.50 per pound per package, which liability shall be capped at \$100,000 per trailer or conveyance.
- B. Declaring Excess Value
  - a. Carrier must be notified at the time it agrees to transport cargo that a value in excess of the lesser of \$.50 per pound per package or \$100,000 (but in any event, not exceeding \$250,000) will be declared, and the amount that will be declared. The released value shall be valid (meaning Carrier’s limitation of liability shall apply) unless Carrier has agreed in writing signed by an authorized representative to accept the cargo at the declared value. In order to request such liability, the Customer must contact Carrier and make such request. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation sheet acknowledging Carrier’s acceptance of increased liability and reflecting additional charges as set forth below. Carrier’s driver is not an authorized representative of Carrier for purposes of this provision, meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this section, is an insufficient method of declaring value.
  - b. The declared value must be clearly stated as such on the face of the bill of lading.
  - c. Declared values in excess of \$250,000 shall not be accepted, and in the event Customer attempts to declare a value in excess of \$250,000 per trailer or conveyance, Carrier’s liability shall continue to be limited to \$250,000 per trailer or conveyance.
- C. The foregoing notwithstanding, cargo consisting of used or reconditioned machinery, packaging, and equipment are released to a maximum of \$.50 per pound per lost or damaged article, subject to a maximum value of \$20,000 per shipment. Freight will be considered used or reconditioned if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused or reconditioned parts added during the reconditioning process. If Customer would like to declare excess value with respect to such shipments, it must comply with the procedures set forth above. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused, or reconditioned parts added during the reconditioned processes.

#### **190 CARGO CLAIM LIABILITY AND LIMITATION – MEXICO**



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- A. This item applies to any shipment that moves to, from or within Mexico regardless of the shipment's origin or destination point. Except to the extent that a court of competent jurisdiction determines that the Carmack Amendment compulsorily applies by its own terms to any such shipment as a matter of law, Carrier will have no liability with respect to claims for loss, damage, or delay occurring or arising within Mexico. For purposes of this item, it shall be assumed that any loss, damage, or delay occurring with respect to any shipment to, from or within Mexico shall have occurred within Mexico unless the claimant can prove by clear and convincing evidence that the loss, damage, or delay arose elsewhere.
- B. If it is determined by a court of competent jurisdiction that the Carmack Amendment compulsorily applies by its own terms to a shipment moving to, from or within Mexico, Carrier will be liable for such claims in an amount not to exceed the liability imposed by Mexican law as it pertains to loss or damage to cargo carried by motor carrier unless excess value is declared in accordance with the provisions of this item.
- C. Declaring Excess Value
  - a. Carrier must be notified at the time it agrees to transport cargo moving to, from or within Mexico that Customer would like to declare value in excess of the limits imposed by Mexican law (but in any event, not exceeding \$.50 per pound per package or \$5,000 per trailer or conveyance, whichever is less), and the amount that will be declared. The applicable limitation of liability shall be valid (meaning Carrier's liability will be capped in accordance with Mexican law) unless Carrier has agreed in writing signed by an authorized representative to accept the cargo at the declared value. In order to request such additional liability, the Customer must contact Carrier and make such request. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation sheet acknowledging Carrier's acceptance of increased liability and reflecting additional charges as set forth below. Carrier's driver is not an authorized representative of Carrier for purposes of this provision, meaning that declaration of value on the bill of lading at the time of declaring value.
  - b. The declared value must be clearly stated as such on the face of the bill of lading.
  - c. Declared values in excess of \$50,000 shall not be accepted, and in the event Customer attempts to declare a value in excess of \$50,000 per trailer or conveyance, Carrier's liability shall continue to be limited to \$50,000 per trailer or conveyance.

## **200 AIR FREIGHT**

### **General**

1. In tendering the shipment for cartage, the shipper agrees to these conditions of contract, which no agent or employee of Bolt Logistics Inc is authorized to waive or modify. The shipper also acknowledges that this airbill is non-negotiable and has been prepared by the shipper or on the shipper's behalf by Bolt Logistics.
2. As used in this contract, "Bolt logistics" means Bolt logistics and its authorized agents or delivery services.
3. The shipper warrants that the shipment is packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling, and that each package is appropriately labeled and is



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in good order for carriage and is in compliance with applicable TSA Regulations on the date of shipment.

4. If shipper requests expedite truck, truckload or LTL truck services by checking the “other” box on the face of this waybill, every services performed hereunder shall be subject to all the terms and conditions of the uniform domestics straight bill of lading set forth in the applicable motor carrier classification tariff in effect on the date of the shipment subject to a maximum liability of \$ 100,000 per waybills.
5. All shipment may at “Bolt Logistics” option, be opened and inspected according to applicable TSA Regulations on the date of shipment and all shipments are subject to scanning.
6. The declared value coverage on your shipment applies only after your shipment invoice is paid in full within 30 days from delivery date.
7. To the extent that it is not governed by federal law, this contract and the tariffs incorporated by reference shall be construed and the performance of the transportation hereunder shall be determined in accordance with the laws of the state in which the shipment is accepted by bolt Logistics .If any provisions of this contract, including the tariffs incorporated by reference, is determined to be invalid or unenforceable, the remainder of the contract shall not be affected thereby.
8. Shipper must enter the amount of any shipper’s C.O.D. which shall be collected subject to the fee and rules of the delivering carrier. Freight charges on C.O.D.’s are subject to collection at the time of delivery.
9. PAYMENT DUE PER TARIFF WITHIN 20 DAYS OF BILLING DATE. Invoices over 30 days will incur interest at the rate 1.5% per month or the maximum amount allowable by law. If this invoice is placed for collection foe non-payment, customer may incur additional charges for collection. If this invoice remains unpaid past the due date and if this invoice is placed for collection, cost incurred by Bolt Logistics, including but not limited to, attorney fees, collection commissions and court cost shall be reimbursed to Bolt Logistics by customer.
10. International air carriage (as defined in forwarder’s tariff) is subject to the rules relating to liability by the convention for the unification of certain rules relating to international carriage by Air, signed at Warsaw, October 12, 1929.
11. For international shipments only, Bolt Logistics accepts this document as a shipper’s letter of instruction and will prepare and sign an international air way bill or any required export documentation from the information shown hereon. For some shipments Bolt Logistics may act as an agent for the air for airlines in which case the airline’s tariffs apply.
12. Shipment may be diverted to motor or other carrier unless shipper gives other instructions hereon.
13. Dimensional weight will apply when the cubic density is greater than the actual weight when determined in accordance with the rules set forth in the applicable Bolt Logistics tariff. Domestic dim factor is 194 and International is 166
14. No agent or employee of the Company has the Company’s authority to alter or vary these conditions.

### **Liability**



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15. Bolt logistics shall not liable for loss , damage ,delays or other result caused by (a) acts of god, public enemies ,public authorities acting with actual or apparent authority of law, quarantine ,riots ,strikes , civil commotions, or hazards or dangers incident to a state of war, (b) the act or the default of the shipper or consignee, including any breach of the warranty set forth in paragraph 5, (c) the nature of the shipment ,or any defect , characteristic or inherent vice thereof ,(d) violation by the shipper or consignee of any of these conditions of contract, (e) compliance or non-compliance with delivery or special instructions.
16. In the event of an air charter shipment, Carrier will not be liable in any event for special, incidental, indirect, or consequential damages, including but without limitation to lost profits or income whether or not Carrier had knowledge that such damage might be incurred as a result of damage or delay. If such charter should cancel after booking, shipper shall be liable for any and all monies incurred by Bolt as a result of said cancellation.
17. The shipper agrees except as otherwise agreed herein , shipper or consignee shall be liable ,jointly and severally to pay carrier for all unpaid charges related to their shipment and to indemnify carrier for all claims, fines , penalties , damages ,cost and other sums which were incurred, suffered or disbursed by reason of violation of applicable rules or any default of shipper or other parties with respect to a shipment. Carries shall have a lien on the shipment for all such sums due and in the event of nonpayment, shell hold the shipment subject to storage charges, and after due notice to shipper and consignee, will dispose of the shipment at public or private sale paying itself for all charges out of the proceeds.
18. For shipment other than express truck, truckload or LTL truck services, "Bolt Logistics" liability for loss or damage is limited to \$ 50.00 or \$0.50 per pound for domestics' shipments or \$9.07 per pound for international shipments. Higher coverage is available upon request, and to be noted on waybill. In no event, however will "Bolt Logistics" liability exceed the actual amount of loss. Bolt Logistics shall be not be liable for special or consequential damages, such as the loss of a contract or loss of sales or costs incurred due to late delivery.
19. Declared values greater than \$25,000.00 per shipment MUST have prior approval from the corporate office Bolt Logistics. To obtain approval you must have written approval via fax or letter prior to the movement of the shipment.

#### **Claims**

20. Claims for loss or damage must be made in writing and received by Bolt Logistics within 90 days after the date of acceptance of the shipment by Bolt Logistics.(on shipment to designations outside the United States, claim must be made within 90 days.)
21. Claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to Bolt Logistics must be reported in writing to Bolt Logistics within (15) fifteen days after delivery of a shipment, with privilege to Bolt Logistics to Inspect the shipment and its container(s) and packing material within (15) fifteen days after receipt of such notice.
22. Insurance coverage is based on the forwarder's open insurance policy in effect on the date of a shipment. Failure to property complete the insured amount on the face of this shipping document shall void the coverage this option affords. Failure to insert at lease the full invoice value of the



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shipment shall reduce any insurance payment proportionately by the applicable percentage that the shipment was so under – insured .There are commodity exceptions and/or special insuring conditions to the insurance option . Contact forwarder for details, as the cargo insurance policy is subject to limits, terms and conditions and shall be construed to be a contract directly between the shipper and the insurer.

23. Bolt Logistics shall not be liable in any action unless a claim has been filed in accordance with section 19 and such action is brought within (1) one year after the date written notice was given to the claimant that Bolt Logistics has the claim in full or in part.

### **210 CONSEQUENTIAL DAMAGE**

Carrier will not be liable, regardless of the actual or alleged negligence or other wrongful conduct of the Carrier, it's employees, contractors, individuals, or business entities, in any event for special, incidental, indirect, or consequential damages, including but without limitation to lost profits or income whether or not Carrier had knowledge that such damage might be incurred as a result of damage or delay.

### **220 DETENTION**

When Carrier's vehicle(s) are delayed or detained at the premises of the consignor of consignee, or other places designated by either party for loading or unloading, Carrier will assess a detention charge in addition to all other applicable charges.

Detention charges will be billed at a rate of \$17.50 per 15 minute increment for any equipment, regardless of whether or not the Carrier's vehicle(s) remain on the premises or departs from the premises while waiting to deliver. Detention time will begin once the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by the driver of a signed Bill of Lading or delivery receipt. The total allowable free time for loading or unloading will be 1 hour. If a vehicle is both loaded and unloaded the free time will be 1 hour for each service.

Charges for detention will be charged to the billing party regardless of where the detention occurs. Saturdays, Sundays and/or Holidays are not excluded from this item.

Carrier holds itself out as an expedited Carrier and as such, does not typically drop trailers, spot trailers or provide any unattended vehicles, unless provided in specific agreements.

Consignee has the responsibility to unload freight or allow unloading of the freight within 24 hours of the vehicle arriving at delivery or schedule delivery, whichever is later. Carrier's liability as a warehouseman shall begin at the earlier of refusal or rejection of cargo, or expiration of such 24 hour period. Carrier reserves the right, at its sole discretion to place freight into a storage facility when unloading is not performed in accordance with this item. Upon placement of cargo into storage, Carrier's responsibility, care, custody and control shall conclude. All costs related to the transportation of freight to the storage facility shall be billed to the party of record, in addition to the storage fee. Carrier assumes no liability for loss or damage to stored cargo and shall have no responsibility for ensuring that the storage facility accepts responsibility for the full value of cargo tendered or any lesser amount.



## **230 STOP-OFFS**

The following provisions govern shipments accorded additional stops in transit to partially load or unload, except as otherwise specifically provided.

- A. Shipments received from one consignor at one point at one time and covered by one bill of lading, may be stopped in transit for partial loading and/or unloading only at point within the scope of Carrier's operations or as otherwise agreed by Carrier.
- B. The party or parties authorized and designated by the shipper to accept or tender freight at a point or place of stop-off may be the same or other than the billed consignee.
- C. The bill of lading shall designate the following:
  - a. Stop-off point or points and places.
  - b. The weight, quantities, markings, and description of articles to be loaded or unloaded.
  - c. The name and address of the party authorized to tender freight or to accept freight for unloading at point of stop-off.
- D. The driver of the vehicle shall obtain in writing a statement such as a notation on the freight bill or delivery receipt of the quantity and description of the portion of the shipment unloaded at each stop-off point or on the bill of lading.
- E. The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off may be permitted if agreed to with shipper and noted on the bill of lading.
- F. Freight charges on a shipment stopped partially load or unload must be prepaid or guaranteed by the shipper. If not prepaid, the shipper must show on the bill of lading the name of one party from whom the entire freight charges, including the stop-off charges, shall be collected, which must be a party to whom a portion of the shipment is to be delivered.
- G. The rate that shipper shall pay for Carrier's stop-off service shall be \$65.00 for each stop in transit.
- H. Transportation charges, other than the charges for the stop-off service shall be assessed at the rate applicable from point of origin to final destination.

## **240 DISTANCES – COMPUTATION OF MILEAGES**

Mileage shall be determined by the use of AKL Technologies, PC Miler Version 26 based on practical routings, origin city to destination city via intermediate points as specified on the Bill of Lading. If a shipment travels a specific route required by State, Municipal, Federal Agency or Canadian Ministry, mileage will be determined by the route(s) specified.

## **250 ESTIMATED CHARGES**

Rates and quotations are good faith estimates based upon information provided to the Carrier, but the final charges may vary based upon the actual shipment tendered, unknown circumstances, incorrect or incomplete information and subsequent inclusion of the terms and conditions of this tariff.

## **260 EXTRA LABOR – LOADING AND/OR UNLOADING**

Shipments subject to this tariff are based on a shipper load and consignee unload basis. Omission of a shipper load, count and seal or similar notation on the Bill of Lading shall not result in a presumption of



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Carrier liability for shortage or damage where the driver was either not present or not allowed to observe the loading and/or unloading. Carrier will not be liable for damage or shortage when shipment is sealed by customer or third party. If the shipper or consignee requests the driver(s) to assist with loading and/or unloading, the Carrier will charge a rate of \$25.00 per 15 minute increment, per driver, subject to a minimum charge of \$25.00 in addition to all other applicable charges.

### **270 INSIDE PICKUP OR DELIVERY**

If the Carrier's driver is required to hand load or hand unload a shipment to a residential or professional office, the following charges will be assessed for each service in addition to all other lawful charges: \$50 per location.

### **280 IMPRACTICAL OPERATIONS AND FORCE MAJEURE**

Nothing in this tariff, or as amended, or in tariffs governed by this tariff, or in contracts referencing and incorporating this tariff shall be construed as making it binding upon this Carrier to accept freight from or make delivery to locations to which it is impractical to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events. Moreover, Carrier shall not be liable for failure to perform, including failure to timely perform, services under this tariff where such failure is wholly or partially due to an event of force majeure, including, but not limited to, an Act of God, war, fire, weather, explosion, riot, civil commotion, act of terrorism, restriction by government or other authority, strikes, lock outs, failure of suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control, or which could not be reasonably anticipated by Carrier. Any applicable service guarantees are rendered null and void in the event of any impractical operation or force majeure event.

### **290 LAYOVER SERVICE**

When Carrier's equipment and driver are required to remain overnight at the point of delivery, through causes attributable to the consignor or consignee or at the request of either party, charges for layover service will be assessed in addition to all other applicable charges.

- Cargo Van: \$150.00
- Sprinter Van: \$150.00
- Straight Truck: \$225.00
- Tractor Trailer: \$350.00

### **300 LIEN RIGHTS**

Carrier shall have a possessory lien on shipments and any proceeds therefrom in its dominion and control for the payment of any amounts due and owing to Carrier. In addition, to the extent permitted by applicable law, Carrier will have a general lien on any goods that have come or will come into its possession, and on any proceeds thereof, for any and all charges due and owing to Carrier regardless of whether those charges related to the goods or proceeds against which the general lien is enforced.



### **310 MARKING OR TAGGING FREIGHT**

Shipments must be packed, braced, loaded, and secured to insure safe transportation with ordinary care and handling. Any article susceptible to damage by ordinary handling must be adequately protected by proper packaging and must be marked or bear appropriate labels. Carrier will not be liable for any personal injuries as a result of a shipment being improperly packed, braced, loaded, or secured.

### **320 PACKAGING, MARKING, AND PAPERWORK**

Customer and not Carrier, is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

### **330 MINIMUM CHARGES**

All shipments governed by this tariff will be subject to minimum charges provided in any applicable rate agreement or contract, if any.

- Cargo Van: \$150.00
- Sprinter Van: \$225.00
- Straight Truck: \$450.00
- Tractor Trailer: \$550.00

### **340 LIABILITY FOR ACCESSORIAL CHARGES**

Carrier reserves the right to bill and collect accessorial charges from the consignor or consignee which incurred those charges.

### **350 PAYMENT OF CHARGES**

All freight charges are due and payable within 30 days from the date of the Carrier's invoice. Interest will accrue daily for all past due amounts at the lesser of 2.5% per month or the maximum amount permitted under law. All charges are payable in U.S. funds and all references to dollar amounts stated in this tariff are in U.S. funds unless otherwise specified. In any action to recover unpaid freight bills from delinquent accounts, Carrier shall be entitled to interest, reimbursement of attorneys' fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

### **360 THIRD PARTY BILLING**

Carrier may employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank, or other agent for freight charges. Carrier 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 payment 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 the Carrier picking the shipment 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 nonrecourse provision of the Bill of Lading.

### **370 CLAIMS FOR UNDERCHARGE, OVERCHARGE, OR DUPLICATE PAYMENT**

- A. For purposes of this item, the following definitions apply:
- a. “Overcharge” means an overcharge as defined in Section 49 U.S.C. 1470(b). It also includes duplicate payments and unidentified payments as hereinafter defined when a dispute exists between the parties concerning such charges.
  - b. “Duplicate payment” means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.
  - c. “Unidentified payment” means a payment which a carrier has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
  - d. “Claimant” means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.
  - e. “Undercharge” means charges for transportation services which are less than those applicable thereto.
- B. Claims for overcharges or duplicate payment shall be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data in the possession of the claimant which substantiates the basis for the claim. Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by applicable payment information.

If Carrier invoices Customer or its authorized agent for transportation services which are less than those applicable to such services, Carrier shall file an undercharge claim within 365 days of the date of the original invoice to the party responsible for payment of the freight charges. Carrier shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Carrier’s claim.

- C. If Carrier is not provided sufficient information with which to properly apply a payment, Carrier shall notify the payor of the unidentified payment within 90 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 30 days from the date of the notice, Carrier may treat the unidentified payment as a payment of freight charges owing to it. Following the 30-day period, the regular claims procedures shall be applicable.

### **380 ASSUMPTION OF JOINT AND SEVERAL LIABILITY BY SHIPPER AND CONSIGNEE**



## **BOLT EXPRESS TARIFF**

- A. In consideration for transportation services performed by Bolt Express, for the mutual benefit of the shipper and consignee under the terms of this tariff, both shipper and consignee shall assume joint and several liability for all freight charges accrued with regard to such transportation. In the event that freight bills are not paid by either the shipper or the consignee, Bolt Express, may see payment for such charges from either party or both parties. Shipper and consignee shall have express notice of the existence of such joint and several liability through the service of a copy of this tariff upon duly authorized representatives of the shipper and consignee.
- B. Bolt Express, hereby will not accept any shipment in which Section 7, conditions of the Bill of Lading, has been signed. If the carrier or any agent for the carrier inadvertently accepts a shipment with the Bill of Lading, signed Section 7, the carrier denies the Section 7, and will refer to Paragraph A herein and will exercise all recourse of the assumption of joint and several liability by shipper and consignee. Likewise, if Carrier or any agent of Carrier inadvertently accepts a shipment where the Bill of Lading is marked as a third-party billing shipment, the Carrier rejects the notation, and will refer to Paragraph A herein and exercise all recourse of the assumption of joint and several liability by shipper and consignee.

### **390 PERMITS OR FEES – SPECIAL**

Any permit or special fees paid to any Federal, State, Municipal Government, or Canadian Authority as required in connection with a shipment will be added to the Carrier's freight bill at cost plus a 30% handling fee.

### **400 PICKUP AND DELIVERY SERVICES – CANADA**

Shipments that are destined to, from, or within Canada will be assessed an additional charge of \$100 for trans-border crossing. Charges will be based on the size of the vehicle used to transport the shipment. These charges will be assessed in addition to all other applicable charges.

### **410 PICKUP AND DELIVERY SERVICES – NEW YORK**

Shipments that are destined to or from New York or Long Island New York (zip codes 100-119) will be assessed an additional charge of \$250.00 for transportation services. These charges will be in addition to all other applicable charges.

### **420 PICKUP AND DELIVERY – NORTHEAST**

Shipments that are destined to or move between the states of MD, DE, NJ, NY, CT, MA, NH, RI, ME, or VT will be assessed an additional charge for transportation services. Charges will be based on the size of the vehicle used to transport the shipment. These charges will be in addition to all other applicable charges.

- Cargo Van: up to \$75.00
- Sprinter Van: up to \$90.00
- Straight Truck: up to \$125.00
- Tractor Trailer: up to \$150.00



#### **430 COMMODITY LIMITATIONS**

Carrier will not handle any hazardous or non-hazardous wastes.

Carrier does not hold out to transport jewelry, objects of art, currency, documents, items of unusual value or rare metals without pre-notification so the proper insurance can be obtained.

Carrier will not handle Hazard Class and Division 2.3 materials.

Carrier will not handle coal or carbon.

#### **440 RECONSIGNMENT OR DIVERSION SERVICES**

Shipments may be reconsigned or diverted upon written instructions from the shipper, consignee, or owner of the goods. Charges will be assessed based at the applicable mileage tariff rate from point of origin to the final destination point via the diversion or reconsignment point, plus an additional charge of \$60.00, plus additional miles, per shipment. These charges will apply in addition to all other applicable charges.

#### **450 REDELIVERY SERVICES**

When through no fault of the Carrier, delivery cannot be accomplished, redelivery charges will apply regardless of whether or not the Carrier's vehicle remains on the premises or departs from the premises while waiting to deliver on the consignee's next regular scheduled business day or waiting to deliver at a designated time as instructed in writing by the consignee. If redelivery is to a different location other than the original location, the shipment shall be treated as a new shipment and charges will be assessed based on the applicable tariff rates. If the redelivery is made to the same location or within the same plant or facility an additional charge of \$150.00 will apply in addition to all other applicable charges.

#### **460 RETURNED OR REJECTED SHIPMENTS**

When shipments are returned, rejected, or refused, Carrier will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin, charges will be assessed based on the applicable tariff rate in effect on the date of the return shipment for the vehicle type used from the delivery point to the original point of pickup. Charges will be assessed in addition to all other applicable charges.

#### **470 VEHICLE LIMITATION**

If the shipper requests a vehicle that is not available, the Carrier will provide a vehicle of equal or greater capacity. Charges will be assessed on the basis of the vehicle size utilized and not the vehicle size requested unless other arrangements are made between Bolt Express and Customer at time of order.

#### **480 ROUNDING OF FRACTIONS**

When rates and/or charges are based on hours, a fraction of an hours shall be rounded up to the nearest 15 minutes.