

The following pages contain the Rules Tariff and Service Conditions (this “Tariff”) applicable to the provision of transportation and related services performed by Flo Transportation, Inc. dba FLO TRANS, at 4800 S. Central Chicago, IL 60638, shipping within its transportation system in interstate, intrastate and foreign commerce.

EFFECTIVE: January 1, 2008

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ITEM 100 - DEFINITIONS

“Business Hours” means 8:00 A.M. to 5:00 P.M., local time during Business Days.

“Business Days” means Monday through Friday, excluding any Holiday.

“Consignee” means the authorized representatives or agents of the receiver to whom goods are shipped and whose name and address is shown as the receiver of the goods on the bill of lading.

“Consignor” or “Shipper” means the authorized representatives or agents of the party by whom, in whose name or on whose behalf, a contract of carriage of goods has been concluded with a carrier, or any party by whom, in whose name, or on whose behalf, the goods are actually delivered to the carrier in relation to the contract of carriage.

"Construction Site" means any site of any construction of buildings, roads or bridges or other structures, including the entire property upon which the construction is taking place.

“FLO TRANS” means FLO Transportation, Inc. or any carrier engaged by Flo Trans to complete any portion of any delivery pursuant to a contract of carriage of goods.

“Holiday” means any day generally observed as a holiday by FLO TRANS or as a holiday at the point where the service is performed, including, but not limited to New Years Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day and the day after each of the aforementioned holidays. When the holiday falls on Sunday, the following Monday will be considered a holiday.

“Less Than Truckload” or “LTL” means any shipment that is deemed less than a full truckload and which weights less than 7,000 pounds.

"NMFC" means the National Motor Freight Classification.

"Package" means any primary shipping package authorized by the provisions of this Tariff or classification.

“Shipment” means a tender of freight received from one consignor, at one time, at one place, destined to one consignee at one location, and covered by one bill of lading.

“Shipping Document” means FLO TRAN’S printed form bill of lading or other contracts between Flo Trans and any party requesting or receiving transportation and related services from Flo Trans.

“Truckload” or “TL” means any Shipment that is not deemed LTL and the maximum shipment per vehicle shall not exceed 44,000 pounds or full visible capacity of trailer without special agreement.

#### ITEM 110 - CANCELING ORIGINAL AND REVISED ITEMS

When this Tariff is amended by revised items the cancellation of the prior item will be effected by means of this item. A revised item may not show a cancellation notice. Except where a specific cancellation is shown on a new revised item, a revised item cancels any and all revised or original items that have not been cancelled, or uncanceled portions thereof, which bear the same item number or description.

#### ITEM 170 - LIMITATION OF LIABILITY

##### PART I -- LIMITATION OF FLO TRANS'S LIABILITY--ARTICLES OF EXTRAORDINARY VALUE (See NOTES A and B)

1. Except as otherwise provided, FLO TRANS maximum liability for cargo loss or damage shall be limited as follows:

a. FLO TRANS's maximum liability on shipments subject to a Spot Quote, Flat Rate, Pallet Rate for Volume/Truckload charges will be:

Per Pound.....	\$ 2.00
Maximum per truckload.....	\$ 100,000.00

b. FLO TRANS's maximum liability on shipments subject to a Spot Quote, Flat Rate, Pallet Rate for Less-Than-Truckload or Partial Truckload:

Per Pound.....	\$ 1.00
Maximum per shipment.....	\$ 20,000.00

c. On shipments of commodities or articles subject to Actual Class (classifications as published in the NMFC)

FLO TRANS’s maximum liability will be the lowest of:

- (1) the actual value of the article(s);
- (2) Limited liability provisions shown on the bill of lading;
- (3) Applicable Released Value or Actual Value liability provisions of FLO TRANS series; or

(4) \$2.00 per pound, per package, whichever is less. Subject to a maximum liability per shipment of \$100,000.00.

d. When charges are determined using an Class Exception or Freight, All Kind (FAK), FLO TRANS's maximum liability will be the lowest of:

- (1) the actual value of the article(s);
- (2) Limited liability provisions shown on the bill of lading;
- (3) Applicable Released Value or Actual Value liability provisions of NMFC;
- (4) The maximum liability per pound per package as shown in the table below for the applicable Class Exception or Freight, All Kinds (FAK);

(5) \$5.00 per pound per package, whichever is less. Subject to a maximum liability per shipment of \$75,000.00 .

FAK/EXCEPTION

CLASS

MAXIMUM LIABILITY FAK/EXCEPTION

CLASS

MAXIMUM LIABILITY

50 \$0.50	77.5 \$2.00
55 \$1.00	85 \$3.00
60 \$1.00	92.5 \$4.75
65 \$1.50	100 \$5.00
70 \$1.50	110 \$5.00

For Class Exception or FAK Classes 125 and higher, the maximum liability is \$5.00 per pound per package.

2.

Commodities tendered for shipment with an invoice value exceeding the value shown in (1) above will be considered to be of "Extraordinary Value" and may not be accepted for transportation unless the shipper requests "High Value Coverage". (See PART IV of this item)

3.

Shipments inadvertently accepted with an invoice value exceeding the value shown in (1) above, but without "High Value Coverage", will be deemed to have been tendered subject to terms on file with FLO TRANS without benefit of any discount that would otherwise apply had (1) above been applicable.

4. On shipments handled by FLO TRANS in connection with another carrier (either Motor; Water or Rail), FLO TRANS's maximum liability in the event of loss or damage will in no case exceed the maximum liability of the other carrier. FOR EXAMPLE: If the other carrier's maximum liability is \$5.00 per pound per package, the maximum liability of the other carrier and FLO TRANS will be \$5.00 per pound per package.

5. If the shipper does not properly describe the freight on the Bill of Lading or uses a description of "FAK" or "Freight All Kinds" or other language that

does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.

6. The term "package" means any primary shipping package authorized by the provisions of individual tariffs or NMFC. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the maximum liability of FLO TRANS will be determined by separately multiplying the weight of each individual package lost or damaged "times" the maximum liability per pound.

7. Released Value for Incandescent, Fluorescent or other types of lighting bulb or tube shall be limited to \$0.10 per pound per package or Maximum of \$10,000.00 per shipment.

8. Liability for loss, damage or destruction of the following commodities shall be limited to \$5.00 per pound per package:

- a. Cigarettes, Cigars and Smokeless Tobacco;
- b. Plasma, Projection, LCD and any other Television product;
- c. Metal Filing Cabinets, Metal Tool Boxes on wheels, Pet Carriers, Metal Partitions and Shelving;
- d. Wheels, chrome, magnesium, aluminum, or other than steel.

9. Liability for loss, damage or destruction of the following commodities shall be limited to \$2.00 per pound per package:

- a. Kayaks, Auto Parts, Scooters or Motorized Vehicles

10. Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by FLO TRANS from the original shipper, will be limited to lost freight only and FLO TRANS will not be responsible for damages.

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

12. Liability for loss, damage or destruction of property bought over the internet from companies including, but not limited to eBay, Amazon and others, which is not new merchandise, will be subject to a maximum liability of \$0.50 per pound where carrier liability is established.

13. Liability for loss, damage or destruction for freezable cargo shall be subject to the limitations as provided in FLO TRANS freezable policy. Unless the Bill of Lading is clearly marked as "Protect From Freezing", FLO TRANS will not be liable for loss, damage or destruction resulting from failure to furnish required protection.

14. Corrected bills of lading or letters of authority to change or add valuations after delivery of the shipment shall not be accepted by FLO TRANS to determine liability.

15. When FLO TRANS performs a cross dock service on behalf of a customer to load or unload containers for prior or subsequent movement with a water carrier, liability for any claims shall be limited to \$0.50 per pound or actual loss, whichever is less.

16. Liability for loss, damage or destruction of 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.

17. The provisions named above will not apply on commodities subject to specific released or actual value in items contained in NMFC, but in no case will Flo trans's liability exceed that outlined in Paragraph 1(a, b or c) of this part.

#### **PART II -- LIMITATION OF FLO TRANS'S LIABILITY, "OTHER THAN NEW" COMMODITIES**

1. The liability of FLO TRANS for cargo loss or damage on "other than new" commodities will be limited to a maximum liability of not exceeding \$0.50 per pound per package. These provisions will apply on ALL commodities "other than new".

2. For the purpose of these provisions, commodities which have been rebuilt, reconditioned, remanufactured or refurbished will be considered as "other than new".

3. If the shipper declines or fails to declare the value or agree to a released value not exceeding \$0.50 per pound per package, the shipment will not be accepted. If shipment is inadvertently accepted it will be deemed to have been tendered subject to terms on file with Flo Trans without benefit of any discount that would otherwise apply had the shipment been released to a value not exceeding \$0.50 per pound per package.

4. Failure of the shipper to declare the commodity as "other than new" will not alter the application of this part.

5. Limited liability on "other than new" commodities includes, but is not limited to, NMFC series commodity groups as follows:

Machinery Group (NMFC Items 114000 - 133454)

Automobile Parts Group (NMFC Items 17800 - 20252)

Electrical Equipment (NMFC Items 60500 - 63561)

Vehicles, Motor, Parts Group (NMFC Items 188500 - 193100).

#### ITEM 200 - APPLICATION - UNNAMED POINTS

1. In the absence of specific rates or bases for rates from or to places or areas within or adjacent to a city, town or village, the following will apply – "from" and "to" points named, as well as from to all places therein and integral parts thereof, if such points are incorporated communities or villages; and additionally "from" and "to" all places that do not lie within a separately incorporated city, town or village, but which lie within the following distances of the corporate limits of said named point, if it has a population of: (a) 2,500 or less = one quarter (1/4) mile; (b) more than 2,500, but not more than 10,000 = one half (1/2) mile; (c) more than 10,000, but not more than 100,000 = one (1) mile; or (d) more than 100,000 = two (2) miles. Distances are determined by the most current version of PC Miler and population is as reported by the last US decennial census. If distances are not available on PC Miler, then air line distances shall apply.

2. In determining rates "from" and "to" places not lying within a separately incorporated city, town or village, which point lies within the distances specified in above, from two (2) or more incorporated cities, towns or villages, the rate to apply shall be that which applies from the incorporated cities, towns or villages closest to such point.

3. In applying the provisions of this item distances are to be measured by the most current version of PC Miler (practical miles) from the corporate limits of points "from" and "to" which rates are provided.

#### ITEM 390 - BILL OF LADING - TERMS AND CONDITIONS

Unless otherwise agreed to in writing in advance of carriage, the only applicable bill of lading terms and conditions shall be those contained in FLO TRANS's printed form bill of lading or, if a bill of lading other than FLO TRANS's printed form bill of lading is used, then the terms and conditions contained in the National Motor Freight Classification 100 Item 365 "Uniform Bill of Lading" is in effect on the date the shipment was tendered. Drivers employed or utilized by FLO TRANS are not authorized representatives or personnel of FLO TRANS. Where a bill of lading other than the Uniform Bill of Lading or FLO TRANS's printed form bill of lading is signed by the driver, that signature only acknowledges receipt of the freight and identifies the entity to which the freight is to be delivered. Such a document is not a contract for the carriage of

freight. Continued use of an unauthorized bill of lading does not and will not constitute an implied acceptance by FLO TRANS.

#### ITEM 400 - CLAIMS - LOSS AND DAMAGE

1. As a condition precedent to recovery, all claims for loss or damage to property transported or accepted for transportation must: (a) be in writing and must include reference to the source document or pickup record number and date of Shipment or include copies of other documents sufficient to identify the Shipment involved; (b) assert the liability of FLO Trans for the alleged loss or damage; (c) make a claim of payment for a specific amount of money; and (d) be accompanied by a copy of the original invoice or if no invoice was issued, other proof, certified to in writing, as to the actual cost or replacement cost of the property or extent of damage to the property, along with trade or other discounts, allowances or deductions of any nature, and evidence of the freight charges. Prior to voluntary payment by Flo Trans for lost or damaged property, the shipper shall provide a written statement certifying that payment for the property for which the claim is filed has not been received from any other source.

2. A request for proof of delivery does not constitute the filing of a claim. Moreover, documents not constituting claims include, but are not limited to, bad order reports, appraisal reports of damage, delivery receipts, inspection reports issued by shipper or its inspection agency and notations of shortages or damage or both on freight bills, delivery receipts or other documents. Each dispute with Flo Trans shall be decided on an individual basis and will not be consolidated in any action with the disputes or claims of other shippers. Shippers agree not to sue Flo Trans as a class plaintiff or class representatives, join a class as members, or participate as adverse parties in any way in a class lawsuit against Flo Trans with respect to any dispute or claim relating to the bill of lading or this Tariff or the services provided by Flo Trans. However, nothing set forth herein limits a shipper's right to bring a lawsuit as an individual plaintiff.

3. Upon receipt of a proper claim, Flo Trans will acknowledge the receipt of such claim to the claimant within thirty (30) days after the date of its receipt and indicate what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim.

4. Within one hundred twenty (120) days after receipt of a claim filed in accordance with the above described procedures, Flo trans will pay, decline, or make a firm compromise settlement offer. If the claim cannot be processed and disposed of within this time period, after expiration of each succeeding sixty (60) day period while the claim remains pending, Flo Trans will advise the claimant of the status of the claim. In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing and agreed to by the shipper such lower value plus freight charges, if paid, shall be the maximum recoverable amount for delay, loss or

damage, whether or not such delay, loss or damage occurs from negligence.

5. All claims for delay, loss or damage to property must be filed in writing within nine (9) months from the date of delivery or in cases of failure to make delivery, then within nine (9) months after a reasonable time for delivery of the property has elapsed. Claims for concealed damages must be submitted to Flo Trans within forty-eight (48) hours of delivery.

6. Any action or suit for loss, damage, or delay against Flo TRANS shall be filed no later than two (2) years and one (1) day from the day when the claimant knew or could have known with reasonable inquiry of the delay, loss or damage or after the date of delivery, whichever is earlier. Where claims are not filed or an action or suit is not instituted thereon in accordance with the foregoing provisions, FLO TRANS shall not be liable, such claims shall be deemed waived and will not be paid.

#### ITEM 401 - SALVAGE

Whenever property transported by FLO TRANS 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, FLO TRANS, after giving due notice (if practicable to do so) to the owner and other parties that may have an interest therein, and unless advised to the contrary in writing after giving such notice, may undertake to sell or dispose of such property directly or by the employment of a salvage agent.

#### ITEM 410 - CREDIT PERIOD

Unless a different credit period has been established by written contract, the credit period is fifteen (15) calendar days from the date set forth on the invoice (which includes Saturdays, Sundays, and Holidays)(the "Credit Period").

#### ITEM 440 - COLLECTION AND PAYMENT OF CHARGES

1. All transportation charges are the responsibility of, and must be paid by, the Shipper, unless a consignee, third party involved in the transportation or owner of the property is specifically designated, in writing, as the party responsible for payment (the "Responsible Party"). In the event the Responsible Party fails to pay all of the transportation charges, the Shipper shall be responsible for said payment. In the event that the Shipper fails to pay all of the transportation charges, the consignee or owner of the property being transported shall be responsible for said payment.

2. Unless other credit arrangements have been made with FLO TRANS, all transportation charges shall be due and payable before surrender and delivery of property to the consignee or owner thereof.

3. In the event that the Shipper or Responsible Party fails to pay FLO TRANS's

invoice for transportation charges within the Credit Period, the Shipper or Responsible Party shall pay FLO TRANS an additional collection fee of either twenty-five percent (25%)

of the unpaid freight bill or the sum of seventy-five dollars (\$75.00), whichever is greater, plus FLO TRANS's reasonable collection expenses (including its administrative expenses and reasonable attorney fees and costs) incurred in attempting to collect the outstanding indebtedness. Alternatively, failure to make payment of transportation charges for service performed within 60 days after the expiration of the Credit Period will result in elimination of any and all discounts, allowances, incentives or any other rate reductions applied to the invoice by FLO TRANS on all such unpaid freight bills.

4. FLO TRANS will also apply a charge of an additional two percent (2%) per month on the outstanding indebtedness from the expiration of the credit period until paid. In the event the two percent (2%) per month charge described above is prohibited by law in any state, then the charge to be assessed will be reduced to the maximum rate not otherwise prohibited.

5. Parties responsible for the payment of freight charges under the terms of this Tariff hereby stipulate and agree that in the event any matter or dispute arises regarding the application of or collection of charges under this Tariff and the resolution of any such dispute requires litigation in a court of law that any court having jurisdiction sitting in Cook County, Illinois shall have the sole and exclusive jurisdiction over any such matter in controversy. **THE SHIPPER OR RESPONSIBLE PARTY AGREE NOT TO RAISE, AND HEREBY WAIVE, ANY DEFENSE BASED ON VENUE, LACK OF PERSONAL OR SUBJECT MATTER JURISDICTION OR SUFFICIENCY OF SERVICE OR PROCESS.**

6. Shipper and/or Responsible Party may not offset from or delay the payment of lawfully established transportation charges due FLO TRANS as a result of any overcharge claim, charge back, duplicate payment or loss and/or damage claim. Rather, a formal claim shall be filed and processed separately.

7. The failure to enforce the terms and conditions of this item on one or more occasions shall not be deemed a waiver of its applicability or enforceability in future transportation transactions between FLO Trans and Shipper or Responsible Party.

8. Upon receipt of written notification that a check has been returned to Flo Trans for non-payment due to insufficient funds, a fee of seventy-five dollars (\$75.00) (plus any bank fees borne by Flo Trans) for each returned check will be applied to the customer's charges and the customer may be placed on "cash only" status. This status may impair the customer's ability to use Flo Trans's services, delay shipments and result in the loss of any otherwise applicable discounts.

#### **ITEM 450 - COLLECT ON DELIVERY (COD) SHIPMENTS**

Collect On Delivery ("COD") shipments will be accepted subject to the following

provisions and charges:

1. Each package and the corresponding shipping documents, including, but not limited to, the bill of lading and packing slip, must be plainly marked, labeled, or tagged showing both the letters "COD" and the amount to be collected in REDCOLORED INK not less than ½ inch high. Only one COD amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name, street address and post office address, if applicable, of Consignor and Consignee must be shown on the Shipping Document. Failure to mark the package as provided in this paragraph, will result in FLO TRANS's rejection of the shipment or, in the event that FLO TRANS inadvertently accepts the shipment, FLO TRANS shall have no liability for the COD amount.
2. Only checks (including cashier's checks, official checks and certified checks) and money orders will be accepted in payment of COD shipments and will be accepted by FLO TRANS at shipper's risk, including, but not limited to, the risk of nonpayment (dishonor) and forgery, and FLO TRANS shall not be liable upon any such instrument.
3. The charges for collecting and remitting the amount of each COD bill on shipments consigned COD as prescribed herein will be four percent (4%) of the COD amount with a minimum charge per Shipment of thirty-five dollars (\$35.00)(the "COD Fee"). For collect COD and FCCOD shipments, one check will be collected, made payable to FLO TRANS, encompassing the COD amount, COD fee described herein, and Transportation charges due to FLO TRANS.
4. COD packages will not be accepted on the same bill of lading with packages shipped as other than COD, and only packages covered by one COD bill may be tendered on one bill of lading.
5. COD shipments will not be accepted, or receipted for, when billed to one firm or person with instructions to collect COD charges from another firm or person or for transportation subject to inspection or trial by the consignee or when bearing instructions to make partial delivery.
6. If, for any reason, upon presentation for delivery COD payment is refused by the consignee, FLO TRANS is responsible for the disposition for the shipment only in accordance with the bill of lading and tariff provisions, as applicable. In such circumstances, FLO TRANS is not responsible to seek or remit the COD amount to the consignor or owner of goods.
7. FLO TRANS's liability for loss, damage, delay, misdelivery, misinformation, non-delivery, failure to collect the COD amount, failure to collect the specified form of payment, collection of an instrument in the wrong amount or failure or delay in delivering

the payment instrument is limited to the declared value, subject in every event to the maximum declared limits and other limitations of liability set forth in this Tariff. FLO TRANS shall not be responsible for COD shipments in excess of \$10,000.00, unless prior written approval is obtained from the President of FLO TRANS. FLO TRANS shall not be liable for the collection of the COD amount if FLO TRANS inadvertently fails to collect the proper COD amount and the shipper fails to file a claim against FLO TRANS within thirty (30) days of the shipment's delivery.

8. Performance of the COD service does not make FLO TRANS an agent for the shipper for any purpose whatsoever, including, but not limited to, completion of the sale of goods by the shipper to the recipient.

#### ITEM 460 - THIRD PARTY BILLING

1. When a party other than the Consignor or Consignee on the bill of lading is responsible for paying for freight charges, the name and street address of such third party must be placed on the bill of lading by the Consignor at time of shipment.
2. When Consignor requests FLO TRANS bill a third party, payment for the charges is guaranteed, joint and severally, by the Consignor, Consignee and original Owner of the subject goods, if the third party fails to pay such charges within the Credit Period.
3. When Consignor, Consignee or the initially designated payor of the freight charges instructs FLO TRANS to bill a third party and the name and address of the third party is not shown on the bill of lading an additional charge in the amount of twenty-five dollars (\$25.00) will be assessed for the revised billing, in addition to all other applicable charges.
4. When shipment involves more than one carrier, it will be the responsibility of the originating carrier to effect collection from the third party.

#### ITEM 470 - BILL OF LADING – CORRECTED

1. A corrected bill of lading to change the freight charge collection status will be accepted as follows:
  - a. FROM PREPAID TO COLLECT provided the Consignor guarantees payment of the freight charges if payment of such charges is not made by the Consignee; or
  - b. FROM COLLECT TO PREPAID provided the Consignee guarantees payment of the freight charges if the payment of such charges is not made by the Consignor.
2. Instructions to make the change in freight charge collection status must be made in writing. If verbal instructions are received by FLO TRANS, written confirmation of such instructions shall be submitted to FLO TRANS by the party authorizing such change.
3. Where the Shipment is designated "prepaid", the shipper shall remain liable for undercharges which result from an erroneous determination of the

transportation charge assessed.

#### ITEM 480 - BILLS OF LADING - ORDER NOTIFY SHIPMENTS

1. Shipments moving under Order Notify Bills of Lading will be tendered for delivery promptly upon arrival at destination or terminal point. Tender of delivery will be considered as delivery for the purpose of applying this rule. If shipment moving under Order Notify Bills of Lading is tendered for delivery to Consignee at billed destination, and the Consignee or party entitled to receive the shipment is unable to present the necessary bill of lading, the Shipment will be treated as refused or unclaimed freight and will be handled in accordance with the rules and charges governing redelivery.

2. Order Notify shipments will be subject to an additional twenty-five dollar (\$25.00) charge per shipment, which will be in addition to all other lawfully applicable transportation charges.

#### ITEM 500 - IMPRACTICABLE OPERATIONS

Nothing in this Tariff shall require FLO TRANS to perform pickup or delivery service at any location from or to which it is impracticable, through no fault or neglect of FLO TRANS.

#### ITEM 550 - REGULATED V. EXEMPT

The terms and conditions of this Tariff shall apply to all shipments handled by FLO TRANS regardless of whether same are subject to economic regulation or whether the shipment moves in interstate, intrastate, or foreign commerce.

#### ITEM 560 - APPOINTMENTS

Pickups and deliveries shall be made during Business Hours. Any pickup or delivery requested at any other time shall be subject to additional charges. FLO TRANS shall not be liable for late deliveries or appointments that are not kept, including, but not limited to, any service failure fees or "charge-backs." Such instances are solely the responsibility of Consignor and will not be entertained by FLO TRANS. Consignee shall facilitate prompt unloading in the event of late deliveries or missed appointments.

#### ITEM 580 - PALLET EXCHANGE

In those instances where a party requests FLO TRANS perform pallet exchange services, said service will be performed by FLO TRANS at a charge of eight dollars and fifty cents (\$8.50) per pallet in addition to all other applicable rates and charges. Requests for pallet exchange service must be noted on the bill of lading at the time of pick-up. Charges for this service will be billed to the party paying the freight charges.

## ITEM 620 - SCOPE OF OPERATIONS

FLO TRANS's obligations to provide service as a carrier are limited insofar as the type of equipment, the quantity of each type of equipment available and the geographic provision of service as represented to shipper. Any Shipment transported beyond the scope of FLO TRANS's service offering shall obligate FLO TRANS under this Tariff only to the provision of such service on the Shipment being transported and shall not extend the service offering obligations of FLO TRANS.

## ITEM 645 - MIXED SHIPMENTS-LTL OR ANY QUANTITY

On mixed LTL or any quantity shipments, consisting of two (2) or more commodities subject to different rates, the charge for each commodity shall be the respective LTL or any quantity rates applicable to the aggregate weight of the shipment, based on the actual weight of each commodity. Any deficit in weight will be charged at the rate applicable to the lowest rate of such commodities.

## ITEM 646 - MIXED SHIPMENTS-VOLUME OR TRUCKLOAD

1. Unless otherwise provided, a number of articles, for which the same or different volume or TL rates classes, ratings or minimum weight, are provided, constituting a mixed volume or mixed TL shipment, will be charged at the actual or authorized estimated weight and at the straight volume or TL class rate (NMFC or Exceptions), or commodity rate (not "Specific Mixture", "All Freight", Freight, All Kinds" or "All Commodity" rates or ratings) applicable to each article and at the highest straight volume or TL minimum weight that would be applicable to any article in the shipment, if that quantity of each article in the mixed shipment are tendered as a straight volume or straight TL shipment. Any deficit in the minimum weight will be charged for at the lowest volume or TL rate applicable to any article in the mixed volume or TL shipment.

2. Shipments subject to volume or TL rates or ratings, applying on "Specific Fixtures", "All Freight", "Freight, All Kinds", "All Commodity" or similarly designated rates or ratings will be charged for on the basis of the volume of TL rate and its accompanying minimum weights, or actual weight when greater. If an article or articles not provided for in the mixture is included in a shipment, such article or articles will be charged for as a separate LTL or volume or TL shipment, whichever produces the lowest charge. The weight of such articles, not included in the mixture may, not be used to make up the volume or TL minimum weight. On articles included in volume or TL shipments on which LTL rates are applied, volume or TL package requirements will apply.

3. On mixed volume or TL shipments of commodities subject to "excess" rates or ratings, each commodity shall be considered separately and "excess" rates or

ratings, will apply only when the basis minimum weight met on each commodity. (Two or more commodities subject to the same rates or ratings and minimum weights are to be treated as one commodity in applying the excess class rate or rating).

#### ITEM 710 - PACKING OR PACKAGING - SHORTAGE

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

#### ITEM 720 - PICK-UP AND DELIVERY SERVICE

Rates include one pick-up and one delivery or one tender for delivery of a shipment during Business Hours at one site subject to the following:

1. FLO TRANS may provide inside delivery for freight for a fifty dollar (\$50.00) minimum charge or a charge of three dollars and forty cents (\$3.40) per hundred weight, whichever is greater.

2. In addition to all other applicable charges:

(a) Shipments delivered to a Construction Site will be subject to a charge of seventy-five dollars (\$75.00) per shipment;

(b) Shipments originating at or destined to convention or exhibition sites will be subject to an additional charge of four dollars and fifty cents (\$4.50) per hundred weight, and subject to a minimum charge of one-hundred fifty dollars (\$150.00) per shipment, plus detention charges as provided for in ITEM 770 or 780 herein; and

(c) When FLO TRANS makes a pickup or delivery at any non-commercial or private location, including, but not limited to commercial establishments or businesses that are not open to the walk-in public during normal business hours, apartments, camps, churches, farms, mini-storages, schools and other similar locations, an additional charge of fifty dollars (\$50.00) will apply.

These charges are in addition to all other applicable rates and charges from and to points specified in this item. The additional charge include initial notification for delivery arrangements, but does not include inside delivery service or any subsequent notification.

3. The charge for each redelivery is five dollars and eighty-five cents (\$5.85) per hundred weight with a minimum charge of fifty five dollars (\$55.00) per Shipment.

#### ITEM 730 - LOADING AND UNLOADING

1. Rates set forth herein contemplate loading of the freight by the shipper and the unloading of freight by the consignee, except that if the shipper or consignee requests and FLO TRANS furnishes extra labor to load or unload the vehicle, all charges

for such extra labor are to be paid by the shipper or consignee, who will be billed for actual time of extra labor.

2. FLO TRANS will furnish and place a vehicle at the loading site designated in writing by the shipper. Freight tendered for loading must be situated to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space. FLO TRANS may furnish labor for loading for an additional charge.

3. The delivery of a shipment will include the placing of the vehicle at the site designated by the consignee for unloading. Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. FLO TRANS may furnish labor for unloading for an additional charge.

4. If the driver is required to assist with loading and/or unloading, a charge of four dollars and fifty cents (\$4.50) per hundred weight, subject to a minimum charge of forty-five dollars (\$45.00), will be assessed in addition to all other applicable charges. All charges for additional labor shall be agreed to in writing at the time services are provided.

5. In the event extra labor is requested by the consignor or consignee, extra labor will be furnished by FLO TRANS for loading or unloading. At each location where extra labor is used, the charge will be as follows:

Time Per Man Per Hour or Fraction Thereof Minimum Charge Per Man

Business Hours \$ 60.00 \$ 120.00

Non-Business Hours \$ 75.00 \$ 300.00

6. Notwithstanding the foregoing, nothing set forth herein obligates FLO TRANS to furnish extra labor (i.e. if such labor is not available at the point of loading or unloading).

7. When requested by consignee, FLO TRANS, in its sole discretion, will make a diligent effort to remove and/or dispose of packing material, debris or trash associated with specific shipments being delivered. It shall be the responsibility of the consignee to place such packing material, debris or trash on FLO TRANS's equipment at time of delivery. An additional charge of sixty five dollars (\$65.00) per man, per hour to perform this service will be assessed against the party requesting the service, with a minimum charge of one hundred twenty five dollars (\$125.00).

#### ITEM 740 - PERMITS-SPECIAL

1. Any Shipment which requires permits from any federal, state or local authority, will be subject to the payment by shipper of the full cost of such permits, and all other expenses necessary to secure such permits (which would not normally be required on shipments not requiring permits), plus all bridge, ferry, highway, tunnel or other public charges of like nature, incurred in the handling of any such shipment. If FLO TRANS advances such costs, shipper shall pay FLO TRANS all such expenses or charges, plus a service charge in the amount of sixty-seven dollars and fifty cents (\$67.50) per vehicle, per state in which permits are procured. Upon written request, FLO TRANS will furnish evidence of payment of such charges. When a shipment requires more than one vehicle, charges provided herein do not apply to vehicles which do not contain articles or commodities requiring such permits.

2. Any shipment which requires a flagman or flagmen to accompany the vehicle will be subject to a charge of sixty-five dollars (\$65.00) per hour for each flagman beginning when the flagman reports for duty at the point and time designated by the shipper, until released, but not to exceed twelve (12) hours in any one day. Each Shipment where there is a flagman as an additional escort in a vehicle, other than the vehicle in or on which the shipment is being transported, will be subject to an additional charge of sixty-five dollars (\$65.00) per hour for each such other vehicle with flagman beginning when the flagman leaves the terminal nearest to the point of origin until the flagman's return to such terminal, but not to exceed twelve (12) hours in any one day.

#### ITEM 750 - RECONSIGNMENT OR DIVERSION

1. Any change in the name of the consignor or consignee, or change in the place of delivery within original destination point, or change in destination point, or relinquishment of the shipment at the point of origin, or instructions received prior to receipt of shipment shall constitute a reconsignment or diversion.
2. FLO TRANS will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
3. Requests for reconsignment must be made in writing by a party with authority to make such a request.
4. A reconsignment prior to movement of a Shipment shall bear the rate that would otherwise have applied if the shipment was originally scheduled for movement to the final destination.
5. A diversion en route, in addition to actual freight charges, applied as the applicable rate to the most distant point actually traveled to the final destination, shall bear an additional charge of five dollars (\$5.00) per hundred (100) pounds, subject to a minimum charge of fifty dollars (\$50.00) for each shipment reconsigned or diverted or per vehicle reconsigned or diverted if more than one vehicle is used to transport the Shipment. Charges from origin to point of reconsignment or diversion shall be determined on the basis of the distance from origin to final destination via the reconsignment or diversion point.
6. If the Shipment is returned to the origin point, the rate to be applied will be the applicable rate to the most distant point actually traveled in addition to the mileage rate from same back to point of origin, plus an administrative fee of twenty-five dollars (\$25.00).

#### ITEM 760 - FREE TIME

FLO TRANS shall allow one (1) hour of free time both for loading and unloading for vehicles with power units and drivers. When any portion of free time extends into Non-

Business Hours, the computation of free time shall not resume until 12:01 A.M. on the next day which is not a Saturday, Sunday or Holiday.

#### ITEM 770 - DETENTION - VEHICLES WITH POWER UNITS

1. This item applies to shipments where the vehicle with driver and power unit are delayed or detained beyond the one (1) hour of free time at time of delivery to the consignee or at time of pick-up at the consignor's place of business when such delay is not the fault of FLO TRANS.
2. Charges for detention will be charged to the consignee in the case of unloading and to the consignor in the case of loading.
3. When computing time, the beginning time shall be the time the driver notifies the shipper or consignee of driver's arrival and that the trailer is available for loading or unloading, as the case may be, but in no case shall time commence prior to the time of any appointment or the actual time of loading or unloading, whichever is first; provided however that detention charges shall not include lunch breaks, coffee breaks and rest breaks.
4. If, at the end of Business Hours, unloading has not been completed and cannot be completed that day, the shipper or consignee shall be given the following options: (a) FLO TRANS will return to its terminal with whatever freight has not been unloaded, and FLO TRANS shall return the following Business Day with the balance of the freight; or (b) FLO TRANS, at its option, may spot trailer at shipper or consignee location and return the following Business Day, and further, the trailer will be subject to charges for detention without power pursuant to Item 780 beginning immediately upon spotting of the trailer. In either case, any unused free time from the first day will continue into the second day and charges will commence when all free time has expired.
5. When delay occurs beyond free time, the charge for detention shall be \$65.00 per hour or fraction thereof.
6. FLO TRANS shall give shipper or consignee the opportunity of signing the detention records and noting any corrections to the records at the time, provided however that if shipper or consignee refuses to sign the records, FLO TRANS's records will govern.

#### ITEM 780 - DETENTION - VEHICLES WITHOUT POWER UNITS

1. This item applies when FLO TRANS spots a trailer at the facilities of the shipper or consignee for the loading or unloading of shipments upon the request of shipper or consignee.

2. Time shall commence with the spotting of the trailer and shall end when FLO TRANS is notified by the shipper or consignee that the trailer is available for removal from the premises.

3. Charges for delaying the trailer beyond free time shall be one hundred (\$100.00) per twenty-four (24) hour period or fraction thereof.

#### ITEM 850 - REFUSED, UNCLAIMED OR UNDELIVERED FREIGHT

1. Shipments which have been rejected or refused at destination, or which for other reasons, FLO TRANS is unable to deliver at destination, will upon instructions from shipper be returned to shipper at the original point of shipment, subject to a minimum charge of one hundred fifteen dollars (\$115.00) per returned shipment. After thirty (30) days written notice from FLO TRANS, if shipper fails to claim such freight, FLO TRANS may dispose of such freight and shipper agrees to reimburse FLO TRANS any costs incurred in connection with such disposal.

2. If shipper does not provide any instructions to FLO TRANS, FLO TRANS may, at its option: (a) return the shipment to shipper, applying applicable Tariff charges; (b) deliver the shipment to the nearest place of public storage where the shipment will be subject to applicable warehouse liens and FLO TRANS's liens for services rendered from origin through point of delivery to the warehouse; or (c) exercise any and all other legal remedies.

#### ITEM 875 - STOP-OFFS

The following provisions govern shipments accorded additional stops in transit to partially load or unload:

1. Each stop for partial loading and/or unloading shall be subject to an additional one hundred twenty-five dollars (\$125.00) charge per stop.

2. Transportation charges on a shipment stopped for partial loading and/or unloading 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.

3. 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 points within the scope of FLO TRANS's operations or as otherwise agreed by FLO TRANS.

4. The Shipping Document 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; and (c) the name and address of the party authorized to tender freight or to accept freight for unloading at point of stop-off.

5. Stop-off service will not apply in connection with shipments moving on COD basis, freight consigned "To Order", or "To Order Notify" or otherwise consigned as to require surrender of a bill of lading, written order or other document in advance of delivery.

6. Transportation charges, other than the charges for the stop-off service, shall be charged at the rate applicable from point of origin to final destination.

#### ITEM 880 - EXPEDITED SERVICE

FLO TRANS is not bound to transport freight in any particular vehicle in time for any particular market or delivery time other than to transport merchandise with reasonable dispatch, unless shipper contacts FLO TRANS's Pricing Manager and obtains written confirmation regarding the particular vehicle that shall be used for the transportation, the particular time the shipment shall arrive in a particular market and a quote number for such shipment and the quote number is displayed in the appropriate manner on the Shipping Document at the time of pick-up. Unless shipper makes arrangements for team drivers or special relays, shipper understands that truckload shipments will be transported from origin to destination by a single driver in accordance with federal and state hours of service regulations.

#### ITEM 885 - STORAGE

1. Freight held in FLO TRANS's possession because of a request, an act or omission of the consignor, consignee or owner or for custom clearance or inspection will be considered stored immediately and subject to storage charges of one dollar and fifty cents (\$1.50) per hundred (100) pounds, or fifty dollars (\$50.00) per shipment whichever is greater.

2. Storage charges in the amount of one hundred dollars (\$100.00) on undelivered freight will begin at 7:00 A.M. on the first Business Day after notice of arrival has been given and storage charges will be increased by one dollar and fifty cents (\$1.50) per hundred (100) pounds, or twenty-five dollars (\$25.00) each succeeding calendar day, whichever is greater.

3. Storage charges in the amount of one hundred dollars (\$100.00) on freight awaiting line-haul transportation will begin at 7:00 A.M. the day after freight is received by FLO TRANS and storage charges will be increased by twenty-five dollars (\$25.00) for each succeeding calendar day.

4. Such property may be kept in vehicle, warehouse, or place of business of FLO TRANS subject to the tariff charge for storage and to FLO TRANS's responsibility solely as warehouseman. Alternatively, at the option of FLO TRANS, such property may be

removed to and stored in a public or licensed warehouse at the point of delivery or at another available point, or if no such warehouse is available at the point of delivery or at another available point, then the property may be removed to and stored in another available storage facility at the owner's cost and held there without liability on the part of FLO TRANS and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage in the event consignee cannot be found at the address given for delivery, then notice of the placing of such goods in warehouse shall be transmitted to the address given on the bill of lading for delivery and to any other address given on the bill of lading for notification, showing the warehouse in which the property has been placed subject to the provisions set forth herein.

5. Storage charges will end when FLO TRANS is enabled to deliver or transport the freight as a result of action by the consignee, consignor, or customs official.

#### ITEM 940 - EQUIPMENT ORDERED BUT NOT USED

Where call-on-demand service is requested and then canceled within twenty-four (24) hours of scheduled pick-up, shipper shall pay two hundred and fifty dollars (\$250.00) plus one dollar and fifty cents (\$1.50) per mile for all out of route miles incurred by FLO TRANS in positioning equipment for canceled pick-up.

#### ITEM 950 - FUEL SURCHARGE

1. With regard to truckload shipments, if the weekly U.S. National Average Fuel Index is more than \$1.00 but less than \$1.09 per gallon, then the fuel surcharge for a truckload shipment will equal two percent (2%) of the freight charge. The fuel surcharge will increase the freight charge by one percent (1%) for each five-cent (\$0.05) increase thereafter until the Fuel Index reaches \$1.34. The fuel surcharge will increase the freight charge by one-half percent (0.5%) for each five-cent (\$0.05) increase in the Fuel Index above \$1.34. For example if the Fuel Index is \$2.02, then the truckload fuel surcharge will be fourteen percent (14%).

2. With regard to less-than-truckload shipments, if the weekly U.S. National Average Fuel Index is more than \$1.00 but less than \$1.09, then the fuel surcharge for a less-than-truckload shipment will equal four percent (4.0%) of the freight charge. The fuel surcharge will equal one-half percent (0.5%) for each five-cent (\$0.05) increase thereafter. (EXAMPLE: If the Fuel Index is at \$2.04, then the less-than-truckload fuel surcharge will be thirteen and one-half percent (13.5%)).

3. The U.S. average diesel fuel price issued by the DOE's Energy Information Administration, National Energy Information Center (202) 586-6966 #1 each Monday will be the weekly fuel cost used. If the fuel index is not issued on Monday, the next index issued will be used.

4. The fuel surcharge will be calculated weekly.

5. The fuel surcharge will be effective two days after the diesel fuel price referred to in (1) is issued by DOE. (EXAMPLE: For a fuel index issued on Monday, the fuel surcharge will be effective the following Wednesday.)

#### ITEM 970 - ACCESSORIALS NOT LISTED ELSEWHERE

1. LIFT GATE - \$3.25 per cwt or \$75.00 minimum charge, whichever is greater.

2. SINGLE SHIPMENT - \$15.00.

3. NOTIFICATION CHARGE - \$15.00.

4. INBOND CHARGE - \$3.50/cwt.

5. MARKING CHARGES - \$0.25/cnt or \$25.00 minimum charge, whichever is greater.

6. SORTING AND SEGREGATING - \$30.00 minimum charge or \$0.25/cnt or \$2.00/cwt, whichever is greater.

7. WEIGHT - VERIFICATION/REWEIGH - Upon request by either the shipper or consignee, FLO TRANS will reweigh any shipment or vehicle on its scales and will correct the billed weight accordingly. Charges will be computed on gross weights, inclusive of the shipping container, skids, pallets or packages. When materials exceed three percent (3%) of the total weight of the Shipment, the weight of materials will be charged for at the lowest rate applicable for any article in the Shipment. In addition to all other rates and charges in applicable pricing agreements or quotations for transportation, a weight inspection charge will apply for any freight bill where an adjustment to the linehaul charges has been made due to an inspection or reweigh that results in a change in the shipment or change in the commodity class. Where adjustment increases linehaul charges by \$20.00 or more, subject to \$10.00 weight and inspection charge.

8. LINEAR FOOT - Any single LTL shipment requiring 11 or more linear feet of a vehicle, across the usable width of the trailer, is subject to charges being based on the greater of the shipment's actual weight, or 500 pounds per linear foot with fractions rounded to the next linear foot. This item is applicable when the shipment requiring 11 or more linear feet meets one or both of the following conditions: (1) the quantity of freight which, due to its shape or dimensions or because of its need to be segregated from other freight, requires 11 or more linear feet of a trailer across the usable width of the trailer; and/or (2) the shipper requests the shipment not be double stacked, top loaded or otherwise loaded to more efficiently use the linear feet of a trailer. In such cases, the linear feet occupied by the shipment shall be figured on the basis of the total

linear feet used and loaded according to the shipper's request. Shipments 20,000 pounds and up will be rated using the 10,000 pounds scale of rates.

11' = 5,500 pounds 12' = 6,000 pounds 13' = 6,500 pounds

14' = 7,000 pounds 15' = 7,500 pounds 16' = 8,000 pounds

17' = 8,500 pounds 31' = 15,500 pounds 45' = 22,500 pounds

18' = 9,000 pounds 32' = 16,000 pounds 46' = 23,000 pounds

19' = 9,500 pounds 33' = 16,500 pounds 47' = 23,500 pounds

20' = 10,000 pounds 34' = 17,000 pounds 48' = 24,000 pounds

21' = 10,500 pounds 35' = 17,500 pounds 49' = 24,500 pounds

22' = 11,000 pounds 36' = 18,000 pounds 50' = 25,000 pounds

23' = 11,500 pounds 37' = 18,500 pounds 51' = 25,500 pounds

24' = 12,000 pounds 38' = 19,000 pounds 52' = 26,000 pounds

25' = 12,500 pounds 39' = 19,500 pounds 53' = 26,500 pounds

26' = 13,000 pounds 40' = 20,000 pounds 54' = 27,000 pounds

27' = 13,500 pounds 41' = 20,500 pounds 55' = 27,500 pounds

28' = 14,000 pounds 42' = 21,000 pounds 56' = 28,000 pounds

29' = 14,500 pounds 43' = 21,500 pounds

30' = 15,000 pounds 44' = 22,000 pounds

9. Freight charges to be determined using the applicable FAK class converted to Class 125 scale of rates as contracted for specific client and location, using the appropriate weight scale of rates, less contracted discount.

#### ITEM 980 - ADDITIONAL TERMS AND CONDITIONS

1. If there is a conflict between this Tariff and the FLO TRANS Shipping Document, this Tariff shall control. If there is a conflict between any shipping document issued by any party other than FLO TRANS and this Tariff, this Tariff shall control. Any conflict or inconsistency between any other written or oral statements concerning the rates, features of service, products and the conditions applicable to the services

provided by FLO TRANS will be controlled by this Tariff.

2. This Tariff supercedes all previous tariffs (and other prior statements, written or oral) concerning the rates and conditions of the services provided by FLO TRANS.

3. FLO TRANS reserves the right, from time to time, to modify, amend or supplement its rates, features of service, products and this Tariff.

4. A current copy of this Tariff may be obtained by contacting FLO TRANS at 708-929-4431 and requesting a copy.

5. Rates and service quotations by FLO TRANS'S employees and agents will be based upon information provided by the shipper, but final rates and services may vary based upon the shipment actually tendered and the application of this Tariff.

6. Unless otherwise provided, requests for changes to the Shipping Document must be in writing. No oral modifications will be accepted by FLO TRANS.

7. Unless otherwise provided, charges for services shown herein will be borne by the party requesting the service or guaranteed to the satisfaction of FLO TRANS before services will be performed.

8. The signature of the drivers on the Shipping Document only acknowledges receipt of freight. Terms and conditions of this Tariff shall apply.

9. FLO TRANS MAKES NO WARRANTIES ORAL OR WRITTEN, EXPRESS OR IMPLIED WITH RESPECT TO ANY SERVICES PROVIDED AND ITS LIABILITY IS LIMITED AS SET FORTH HEREIN.

10. The failure on the part of FLO TRANS to exercise, or any delay in exercising, any right or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other future exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or law.

11. It is the responsibility of the shipper to ensure that a Shipment tendered to FLO TRANS does not violate any federal, state or local laws or regulations applicable to the Shipment.

12. FLO TRANS reserves the right, but is not required, to open and inspect any package tendered to it for transportation.

13. Rates and charges contained in this Tariff, the Shipping Document or any other transportation agreements between the parties are stated in currency of the United States.

14. Shipper, consignee and other parties to the transportation transaction hereby stipulate and agree that in the event any matter or dispute arises out of the transportation transaction and the resolution of any such dispute requires litigation in a court of law that any court having jurisdiction sitting in Cook County Illinois shall have the sole and exclusive jurisdiction over any such matter in controversy. THE SHIPPER, CONSIGNEE AND OTHER PARTIES TO THE TRANSPORTATION TRANSACTION AGREE NOT TO RAISE, AND HEREBY WAIVE, ANY DEFENSE BASED ON VENUE, INCONVENIENCE OF FORUM, LACK OF PERSONAL OR SUBJECT MATTER JURISDICTION AND SUFFICIENCY OF SERVICE OR PROCESS.

15. FLO TRANS shall have the right, with notice to shipper, to forward transported property by any carrier or route between the point of shipment and the point of destination.

16. Where any item requires the permission of an authorized representative of FLO TRANS (i.e. its Pricing Manager), in the event that position is eliminated or that individual is unable to provide such permission, only an individual designated, in writing, by the President of the Company may act as an authorized representative and provide such permission.

17. If any provision of this Tariff, or the application thereof to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Tariff, or the application of such provision to any entity or person or circumstance other than that which is determined to be invalid or unenforceable, shall not be affected thereby. Each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

18. Throughout this Tariff, whenever the context so permits, the feminine gender shall be deemed to include the masculine and vice-versa, and both shall be deemed to include the neuter and vice-versa, and the singular shall be deemed to include the plural and vice-versa.

19. Titles or captions contained in this Tariff are inserted only as a matter of convenience and for reference and shall in no way define, limit, extend or describe the scope or intent of this Tariff or of any provision hereof.  
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