

Eagle Air Freight, Inc.

MC 99655 | USDOT 268906

FREIGHT RULES CIRCULAR

Naming

RULES, REGULATIONS, ACCESSORIAL SERVICE(S) AND CHARGES

Applying on

FREIGHT ALL KINDS

PRIOR OR SUBSEQUENT TO TRANSPORTATION BY DOMESTIC AIR

CARRIER FROM OR TO POINTS AND PLACES WITHIN THE

CONTINENTAL UNITED STATES

**This Service Circular is applicable to
interstate and intrastate
shipments**

ISSUED: January 1, 2020

By: D. O'Brien
Eagle Air Freight, Inc.
140 Eastern Avenue
Chelsea, MA 02150-3352

617-884-4436

Assembly and Distribution Services (continued)

- a. charge per 100 pounds to segregate the single shipment received by carrier into individual components for delivery to multiple consignees [please refer to EAL's current rate & charges sheet];
- b. applicable transportation charge from carrier's distribution point to final destination.

5. Carrier will not provide Collect on Delivery (C.O.D.) service for distribution shipments.

RULE 9 CERTIFIED CARGO SCREENING

It is a mandatory that any property tendered to us for domestic air transportation be screened.

RULE 10 CHARGES, PAYMENT of

- a. All shipments must be prepaid unless credit arrangements have been made, in advance, with EAF prior to shipment.
 - b. Consignor has ultimate responsibility for payment of EAF's charges and fees.
- A special handling fee of **\$50.00** will be assessed for any check or electronic funds transfer that is dishonored because of insufficient funds or incorrect or insufficient signature of the drawer.

RULE 11 CLAIMS for LOSS or DAMAGE | LEGAL ACTION

A. CLAIMS for LOSS or DAMAGE

All Shipments

Claims for loss, damage, or shortage, must be filed in writing within **fifteen (15)** days after delivery. Claims for non-delivery must be filed in writing within **ninety (90)** days from the date EAF accepted tender of shipment.

Damage discovered after delivery [concealed damage]:

We must be notified in writing of any loss or damage which was not noted at time of delivery ("concealed damage") on the carrier's delivery receipt. All such claims must be reported immediately after discovery. Consideration of any claim reported after **three (3) days** following delivery requires the claimant to satisfactorily explain why the damage was not discovered and reported earlier. No claim for concealed damage will be considered unless the original shipping container, inner packing/package materials and contents are available for inspection.

B. LEGAL ACTION

All suits, whether for loss, damage, shortage or non-delivery must be instituted against us within **one (1)** year from the day after written notice is given by us to the claimant that we have disallowed all or any portion of the claim. Where a claim is not filed or suit not instituted pursuant to the foregoing provisions, EAF shall have no liability and such claim will not be paid.

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RULE 12 COLLECT on DELIVERY (“C.O.D.”) SHIPMENTS [cash not accepted]

C.O.D. means, for all purposes, Collect On Delivery. C.O.D. shipments will be accepted for amounts up to \$25,000 per package or per shipment.

ALL CHECKS – REGARDLESS OF TYPE – FOR C.O.D. AMOUNT WILL BE COLLECTED AT SHIPPER’S SOLE RISK, including, but not limited to all risk(s) of nonpayment, forgery, fraud, etc.

- a. C.O.D. service consists of: (1) transportation of property; (2) collection of a payment instrument [driver will not accept cash] issued by or on behalf of consignee or recipient; and (3) delivery of payment instrument to the shipper.
- b. The shipper is responsible for specifying on the C.O.D. airbill the C.O.D. amount and the form of payment to be collected.
- c. If shipper requires “secured” form of payment – this means and is limited to:
(1) cashier’s check; (2) official [bank] check; or (3) money order.
To limit collection to these three options, shipper must state on the airbill “SECURED PAYMENT REQUIRED”.
- d. If shipper states – *or fails to state* - on the airbill “UNSECURED PAYMENT,” carrier will accept:
(1) personal check; (2) certified check; (3) cashier’s check; (4) official [bank] check; or (5) traveler’s checks.

NOTE:

- (1) “COM” checks, credit or debit cards, counter checks or cash will not be accepted.
 - (2) If *no payment type* is stated on the airbill, an unsecured payment will be collected at time of delivery.
- e. When providing C.O.D. service, EAF does so as an independent contractor and not as an agent of the shipper. If the shipment cannot be delivered to the consignee, or, consignee refuses to tender either the “SECURED” or “UNSECURED PAYMENT” amount, the shipment will be returned to the consignor.
NOTE: No refund of the transportation or C.O.D. charge(s) will be made.
 - f. The \$25,000 Maximum C.O.D. amount is NOT to be confused with a declaration of value [see Declaration of value].
 - g. Transporting shipment, collection of payment instrument and delivery of payment instrument make up a single shipment [see a. above]. The terms and conditions of Rule 16 [“Declaration of Value”] and Limitation of Liability and Value [Rule 28] per bill of lading] apply to **all** C.O.D. shipments. If no value is declared, EAF’s maximum liability is 50¢ per pound per weight of each package lost, destroyed or damaged.
 - h. EAF’s liability for loss, damage, delay, non-delivery, misdelivery, misinformation, failure to collect the specified form of C.O.D. payment, acceptance of a payment instrument in the wrong amount, failure or delay in delivering the payment instrument is limited to the declared value of the shipment, subject however to EAF’s maximum C.O.D. declared value limit of \$25,000.
 - i. EAF will forward payment instrument to shipper via U.S. Postal Service [‘U.S. Mail’].

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RULE 13 COMPLETE ARTICLE

Each: (a) shipping piece; or (b) package and contents constitutes one (1) article. Any item or piece which when joined or assembled constitutes a complete item is also an article.

RULE 14 CORRECTION OF WEIGHTS

We reserve the right to reweigh shipments at any time prior to delivery. If the stated weight is in error, we will correct the shipping document(s) to show the correct weight. A weight correction charge, in addition to carrier's corrected transportation charge(s), may apply.

RULE 15 DANGEROUS or HAZARDOUS MATERIALS or GOODS

Explosives, hazardous materials or dangerous goods or other ORM (Other Regulated Material) so classified by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49 [see Rule 19: "Explosives or Dangerous Goods and Unacceptable Property"] such property will not be accepted for shipment. Any person or persons whether principal or agent, shipping such goods shall be liable for and indemnify carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk or destroyed without compensation.

RULE 16 DECLARATION of VALUE

Unless a greater value is declared in writing in the space provided on the b.o.l., the shipper declares the released value of each article or package to be no greater than 50¢ per pound. This is our maximum responsibility for loss, damage, delay, destruction, theft, misdelivery, nondelivery or any other cause or event, whether or not resulting from negligence. Customer may elect to declare a higher value and pay EAF's rate to declare higher value [declared value charge] of **\$3.00** per \$100 of declared value subject to a minimum charge of **\$10.00**. Carrier will not accept shipment(s) with declared value(s) exceeding \$100,000.

NOTE: This is NOT INSURANCE ... merely an increase in the level of economic responsibility.

RULE 17 DELIVERY or FAILURE to ACCEPT DELIVERY

If consignee refuses shipment upon tender of delivery by carrier or if carrier is unable to deliver the shipment because of fault, failure or mistake of consignor or consignee, EAF's liability shall at that point immediately change to that of a warehouseman. Carrier shall promptly notify consignor and request disposition instructions.

RULE 18 EXECUTION of BILL of LADING or ALTERNATIVE SHIPPING DOCUMENT

a. Customer Preparation

The customer has the duty to prepare and present the shipping document to carrier. EAF does not accept negotiable bills of lading.

b. Limitation of Agency

No employee, representative or agent of EAF is authorized or empowered to alter, modify or vary any of the terms and conditions of EAF's Service Circular or b.o.l. except as provided herein [see Rule 23 "Protection from Heat or Cold"].

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Execution of bill of lading or alternative shipping document (continued)

c. Accuracy and Completeness

Customer is responsible for the correctness, accuracy and completeness of the particulars and statements which are inserted in the b.o.l. or which carrier inserts on customer's behalf.

Customer is liable for all damages suffered by carrier by reason of irregularity, incorrectness or incompleteness of said particulars or statements whether the b.o.l. was made out by or on behalf of customer or completed by carrier on behalf of customer. The contents of all shipments must be accurately described by customer on the b.o.l., including piece count.

d. Altered or Erased Bills of Lading

Except as set forth in Rule 23 ('Protective Services') EAF will not accept any b.o.l. which has been altered or erased.

RULE 19 EXPLOSIVES or DANGEROUS GOODS / UNACCEPTABLE PROPERTY

Carrier reserves the right to refuse any shipment without prejudice. Shipments consisting of or containing *any* of the following property will not be accepted unless specifically authorized in writing by carrier prior to tender of shipment:

- a. Any hazardous material or ORM (Other Regulated Materials) so designated by U.S. Department of Transportation, U.S. Transportation Security Administration, International Air Transport Association or any other applicable governmental agency or organization;
- b. Firearms, ammunition or explosives of any kind or nature;

EAF will not be responsible for any loss, damage, delay, liability(s) or penalty(s) arising out of or resulting from the transportation of such articles.

None of EAF employees or agents has any authority to accept such articles for transportation or to modify or waive the limitations applicable to them.

RULE 20 EXTRA LABOR

When consignor or consignee requests extra labor be furnished for loading, unloading, blocking or bracing, and labor is available, the following charges shall apply (see note)

\$75.00 per person per hour or a fraction thereof, subject to a minimum charge of **\$150.00** per person per day.

The charges provided for in this item shall be in addition to all other freight charges and shall be assessed against the party requesting the service.

Time will be computed by carrier from the time the extra labor leaves the place of employment until return to that same place.

Note: The provisions of this item are not applicable on Saturdays, Sundays, Holidays or non-business hours (see Rule 22 Saturday, Sunday and Holidays).

RULE 21 FORWARDER /CARRIER'S / EAF's LIEN

Carrier has a lien on the shipment for all amounts due carrier in connection with the shipment as long as the shipment remains in carrier's possession. Carrier lien may be enforced by public or private sale of the shipment pursuant to Massachusetts General Laws, Chapter 106 [Uniform Commercial Code], Article 7, Subsections 307 and 308

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RULE 22 HOLIDAYS, SATURDAYS, SUNDAYS: PICKUP or DELIVERY

When consignor or consignee requests pickup or delivery service on a Saturday, Sunday or holiday (see below), overtime, or holiday rates will apply.

Contact carrier directly for rates and charges. Carrier reserves the right to refuse to pick up or deliver shipments on Saturdays, Sundays or holidays.

NOTE: The following will be considered holidays:

New Year's Day (January 1)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Thanksgiving Day (4th Thursday in November)

Christmas Day (December 25)

RULE 23 HYDRAULIC LIFT GATE

1. When mechanically powered lifting or lowering devices are required to load or unload tendered property, an additional charge of \$125.00 will be assessed in addition to all other applicable charges.
2. The party, for whom such service is performed, unless guaranteed by the shipper, will pay the charges for this service. EAF is not required to perform such service when suitable equipment or operators are unavailable. Service will only be rendered at locations deemed safe and accessible by the operator of the vehicle.

EAF may, solely at EAF option, upon customer request, agree to rent suitable equipment. Customer will be charged the rates and charges assessed to EAF by the rental company and labor time necessary to secure such equipment.

Rule 24 INSPECTION OF ARTICLES

We reserve the right to open and examine any article, item or package tendered to us for transportation.

RULE 25 INSIDE PICKUP or DELIVERY

EAF provides inside pickup or delivery service on shipments tendered to carrier which must be prepared for shipment by EAF personnel. For all other shipments see Rule 21 "Hydraulic Liftgate" and Rule 28 "Loading and Unloading."

RULE 26 INTERIM STORAGE [see Rule 43 for Storage-In-Transit provisions]

Freight held in carrier's possession resulting solely from an act or omission of shipper or receiver, will be immediately stored subject to the following provisions:

1. carrier's liability will be that of a warehouseman until carrier receives disposition instructions from shipper, receiver or customer.
2. storage charges on undelivered property begin at 7:00 A.M. of the first business day following tender of delivery or after notice of arrival has been given.

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Interim Storage (continued)

- Carrier's storage charges apply for each 24 hour period, or part thereof, subject to the following:

Minimum Charge: **\$ 50.00** per shipment for the **first 24 hour** period or part thereof;
For each subsequent 24-hour period, or part thereof: **\$ 100.**

Storage charges under this rule will end when carrier is able to terminate interim storage as a result of actions of consignor, consignee, owner, or agent or otherwise disposes of property pursuant to provisions of The General laws of Massachusetts [Uniform Commercial Code], Article 7, section 307 and 308 [M.G.L. c. 106: §§7-307, 7-308].

Storage charges under this rule will not apply on the day the carrier tenders property to a third party public warehouseman. When carrier places property in a third party public warehouse, a transportation charge will be assessed based on carrier's rates applicable from carrier's place of interim storage to the third party warehouse. Pursuant to M.G.L. c. 106 §§ 7-307, 308, carrier has a lien on the property.

RULE 25 COMMERCIAL INSURANCE COVERAGE

EAF has no insurance directly insuring customer's property. If insurance coverage is desired, please contact your insurance agent, broker or insurance company for coverage.

RULE 27 LIABILITY for NON-OBSERVANCE of CONDITIONS RELATING to DANGEROUS or HAZARDOUS MATERIALS or GOODS

Shipper is responsible for and will indemnify carrier for all costs and fees of any type including, but not limited to, clean-up, transportation and legal disposal of any dangerous or hazardous materials or goods tendered to carrier [see Rule 15].

RULE 28 LIMITATION OF LIABILITY AND VALUE

In consideration of the transportation charges which are dependent on declared value, unless a higher value is stated on the shipping document at time of tender to carrier, each item, article or package will be deemed to have a declared value of 50¢ per pound. When the declared value of any shipment exceeds 50¢ per pound an additional declared value charge will apply (see Rule 16).

NOTE:

- Maximum declared value limited to \$100,000 per shipment.
- A declaration of value and payment of EAF's declared value charge does not constitute insurance.
- When the shipper tenders more than one package, the total declared value for all packages must be written on the bill of lading. Our liability will be limited to the total declared value.
- The declared value for each package will be determined by dividing the total declared value by the number of packages shown on the bill of lading [pro-rating].

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Limitation of Liability and Value (continued)

The declared value of any shipment represents EAF maximum liability for loss, damage, injury or delay, including misdelivery or nondelivery. Carrier is not liable for any loss or damage, whether direct or indirect, incidental or consequential, general or special, in excess of the declared value of the shipment, including loss of profit or income. Notwithstanding shipper's declaration of value, EAF liability shall in no event exceed the actual value of the shipment at the time and place accepted by carrier for transportation.

RULE 29 PICKUP AND DELIVERY SERVICE

NOTE: All items and articles must be packed and packaged to withstand the ordinary hazards of transportation. Property should be packed recognizing it will be transported with other shipments.

Standard Service**A. Pickup**

Carrier will accept shipment at shipper's loading dock. Shipper has the obligation to bring shipment to a location immediately adjacent to rear [tail gate] of carrier's vehicle. Where there is no dock, shipper must place shipment on the ground immediately adjacent to carrier's vehicle for loading subject to Rule 21 "Hydraulic Lift Gate" service. Where shipments are not so tendered, applicable Flight or Elevator Charges may apply [see below].

B. Delivery

Carrier will deliver shipment to shipper's loading dock. Consignee has the obligation to accept shipment(s) from carrier at a location immediately adjacent to rear [tail gate] of carrier's vehicle. Where there is no dock, carrier's tender of delivery will be to the rear of carrier's vehicle, subject to Rule 23 "Hydraulic Lift Gate" service. Where shipments require tender other than as described, applicable Flight, Elevator and Inside Delivery Charges may apply.

RULE 30 MARKING, PACKING and PACKAGING of ARTICLES

Shipments must be packed and packaged so as to ensure safe transportation with ordinary care in handling as well as to safeguard persons and other property.

- a. Each package must be legibly and durably marked with: (1) the consignor's full name and address (including ZIP code); (2) the consignee's full name, address and ZIP code.
It is recommended that an additional copy of the shipping manifest be enclosed within the package.
- b. Packages containing fragile items, glass, or liquids of any kind shall be boldly and legibly marked on each surface showing the nature of the contents.
- c. Any property susceptible to damage as a result of shock, vibration or temperature [e.g. heat, cold, freezing, etc.] must be adequately protected by means, methods or measures necessary to adequately protect property against the normal and anticipated hazards incident to travel by various modes of transport [including mechanized handling equipment].

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RULE 32 PRIVATE RESIDENCE/NON-COMMERCIAL SITES

- a. Before attempting pickup or delivery at private residence(s) or non-commercial sites mutually agreed upon arrangement for pickup or delivery must be made before pickup, or tender of delivery is initially attempted. The carrier must reach agreement with the consignor or consignee regarding the date and approximate time for either pickup or delivery. Documentation of such arrangement for pickup or delivery may be accomplished through a notation by the consignor on the bill of lading, phone call, e-mail or other arrangement(s) between the carrier and the consignee.
- b. In any case, when pick-up or delivery service is provided at private residences (including a home-based business), apartment, dormitory, non-military camp, estate, farm, ranch, or other location where the entire premises is not open to the general public during normal business hours, service will be provided on an individual basis subject to a **minimum charge of \$65.00**.
- c. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party responsible for payment of the freight charges.

RULE 33 PROTECTION FROM HEAT OR COLD (“PROTECTIVE SERVICE”)**Temperature-Controlled Transportation****A. Refrigerated or Frozen Product**

EAF will accept cargo requiring temperature maintenance by mechanical means ('reefer service'). EAF is not required to maintain product temperature lower than when tendered to carrier [reefers are not designed to “pull-down” load temperatures, they are designed to *maintain* temperature of property being transported].

EAF reserves the right to refuse tender of property requiring transport at temperature lower than when tendered to EAF.

NOTE: EAF may, at its sole option, accept cargo at temperature(s) higher than originally requested provided shipper amends the bill of lading to reflect the actual temperature of product as tendered to EAF.

1. Frozen Product

EAF will provide transportation equipment designed to maintain temperature requested by shipper which must be noted on bill of lading (b.o.l.) at time of tender. However, **Frozen Product Service** (FPS) service is only designed to maintain semi-trailer internal air temperature at or below 0° degrees Fahrenheit (0° F).

2. Refrigerated Product

EAF's **Refrigerated Product Service** (RPS) is limited to product requiring temperature maintenance above 0°F but less than 40°F.

NOTE:

1. Shipper is responsible for loading freight to assure maintenance of proper airflow during transport. EAF will not be liable for any loss or damage caused by or resulting from restricted airflow caused by improper loading by shipper.
(see following page for note 2)

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Temperature-Controlled Transportation (continued)

2. EAF cannot determine internal ('pulp') temperature of product at origin. If pulp temperature of product established after delivery varies from EAF's temperature maintenance records, EAF will not be responsible for loss, damage or diminution of value of product allegedly occurring while in EAF's possession.

RULE 34 REFUSAL, NON-DELIVERY, or REJECTION by CONSIGNEE

If carrier cannot locate the consignee at the address shown in the b.o.l. or shipping document furnished to carrier, or if the consignee refuses or fails to take or accept delivery of a shipment, carrier will bring the shipment to its closest terminal and notify both consignor and consignee of carrier's inability to deliver the shipment and request disposition instructions.

NOTE: federal common law and federal regulations require a consignee to accept property unless it is "practically valueless" and also to take all reasonable steps to mitigate loss. Any unlawful refusal by a consignee to accept property on tender of delivery will, at the time and place of rejection, change carrier's duty of care to that of a warehouseman.

If carrier is unable to deliver the shipment to consignee or does not receive disposition instructions from the consignor, carrier has a lien on the shipment for all unpaid charges and fees. If consignor or consignee apparently abandons the shipment to the carrier, carrier has the right to sell it pursuant to Massachusetts General Laws (MGL), Chapter 106: §§ 70397, 398.

RULE 35 REDELIVERY

When a shipment is tendered for delivery and through no fault of carrier, such delivery cannot be accomplished, no further delivery attempts will be made except on request of consignor, subject to the following provisions: (see Note)

1. If one or more additional tenders of the shipment are made at consignee's place, carrier will assess, in addition to all other applicable charges, a minimum charge of **\$75.00 per tender**.
If consignee elects to accept delivery of the shipment at carriers terminal, a minimum charge of **\$75.00** plus **any direct expenses incurred by carrier [room, meals and ancillary expenses, if any, etc]**, will be made.
2. All charges accruing under the provisions of this rule must be paid or guaranteed by the party or parties requesting redelivery before the shipment is redelivered.

Note: On shipments consigned to a private residence, apartment, camp (other than military), church, estate, farm or rectory, carrier will establish specific delivery arrangements with the consignee. Redelivery charges will not be assessed for these shipments unless the carrier and the consignee have first reached a satisfactory delivery date or time (approximate) and the carrier is unable to tender delivery as scheduled through the fault of the consignee.

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RULE 36 REHANDLING, RECONSIGNMENT and REDELIVERY

In all instances, except arising from the sole negligence of the carrier, where consignor or consignee requests carrier to:

- a. Redeliver freight to the destination shown in the b.o.l. following carrier's inability to deliver the shipment, including consignee's refusal of tender of delivery of all or any portion of the shipment; or
- b. Return the shipment – in whole or in part – to consignor; or
- c. Deliver to another location, the charges for such rehandling, redelivery or reconsignment will be as follows:
 1. the transportation charges applicable to the original shipment are fully earned;
 2. on redelivery to consignee:
 - (i) Same Location: the charge from carrier's nearest terminal to destination specified in the original b.o.l.;
 - (ii) Different Location: the charge from carrier's terminal where shipment was actually held to destination.
 3. return to consignor:
 - (i) carrier's transportation charge from point of rejection to carrier's closest terminal; plus
 - (ii) carrier's transportation charge from terminal where the rejected property was actually held to designated delivery destination.

The charges as outlined and calculated above are in addition to all other applicable charges including detention and storage charges.

RULE 37 RESERVATION of SPACE

Carrier does not offer to reserve space. If such service is required, please contact carrier for specific rates and charges.

RULE 38 SHIPMENTS PROVISIONALLY ACCEPTED

If any shipment is found to be other than as described by consignor, such property will, if otherwise acceptable for carriage, be transported to destination at applicable rates and charges for like property. If, however, the property is unacceptable for tender to carrier, such goods may be warehoused at owner's risk and cost, or, may be destroyed without compensation (see Rule 15).

RULE 39 SHIPPER'S RIGHT to STOP DELIVERY

Carrier will recognize shipper-seller's right to stop delivery pursuant to and in accordance with M.G.L. C.106:§7-504. As set forth in §7-504(4), carrier is entitled to full indemnification by shipper-seller against any loss or expense incurred by carrier resulting from such request.

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RULE 40 SHIPPING CONTAINERS

For purposes of determining rates and charges, carrier assumes all shipping containers to be "Single Trip Containers" ("STC."). Return of any reusable shipping containers will be performed at carrier's standard rates and charges. In the event of loss or damage to a multi-trip shipping containers, carrier's maximum liability will be that set forth in Rule 16, ("Declaration of Value") for both contents [product] and container.

RULE 41 SORTING OR SEGREGATING FREIGHT

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspection, sorting or segregating freight except as provided in Rule 8 (Assembly or Distribution) and Rule 29 (Pickup and Delivery).

RULE 42 SPECIAL SERVICES

Contact EAF for special services as required.

RULE 43 STOPOFFS

Portions of a shipment may be picked up at one or more places of origin or delivered to one or more places of destination, or places in route. Contact carrier for this service.

RULE 44 STORAGE – IN- TRANSIT

EAF will, upon request of: (1) consignor; (2) consignee; (3) beneficial owner of the property; or (4) at the direction or request of any state or federal government, state or federal agency, individual, multi-state, or federal authority having actual (or apparent) right, will store property covered by this Service Circular at or in facility(s) or warehouse(s) owned, operated or used by EAF for interim storage pending further transportation subject to the following provisions:

- (a) a shipment or portion thereof, may be placed in SIT for a total period of not more than 90 days. If not removed from SIT at midnight local time on the 90th day, the interstate character of the shipment – or any portion thereof – shall cease. EAF has the duty to mail notice of such change in status not less than ten (10) days prior to the 90th day. Where the actual or beneficial owner is unknown, notice will be sent to all parties of interest utilizing import, export or transport documents provided to EAF by any 3rd party(s) at time of bailment to EAF.
- (b) following the 90th day, all property remaining in EAF custody may be relocated to a third party public warehouse at owner's expense and without further liability to EAF.
- (c) the following may be billed at the inception of SIT:
 - (1) transportation charges from point of shipment to SIT location;
 - (2) SIT charges due at time of billing and periodically thereafter pursuant to EAF's billing procedures;
 - (3) any additional charges, advanced charges and other lawful charges or fees.
- (d) delivery of property from SIT will be made on or as close to the date requested as is possible. If carrier cannot deliver on the date requested, delivery will be made as soon as possible thereafter.

Notwithstanding the foregoing, if shipment is not delivered by the fifth (5th) work day (excluding Saturday, Sunday and holidays (see Rule 22)), storage charges shall cease. In all other cases, storage charges will cease to accrue after shipment is removed from storage. However, all other provisions contained herein remain in effect until final delivery.

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RULE 44 STORAGE – IN- TRANSIT (Continued)

- (e) applicable SIT charges include: (1) transportation charges from initial point of pickup by EAF to SIT location; (2) periodic [monthly or part thereof] SIT storage charges; (3) applicable transportation charges from SIT location to destination.
- (f) any claim for loss or damage whether prior or subsequent to SIT is subject to Rule 2, section 3.

RULE 45 TRADE SHOWS and EXHIBITIONS

Shipments consigned to or picked up from an exhibition or trade show will (if applicable) be assessed waiting time of \$75.00 per hour subject to a two (2) hour minimum.

RULE 46 WAITING TIME or DELAY at ORIGIN OR DESTINATION

Except as provided in Rule 39 (“Sorting or Segregating Freight”) or Rule 44 (“Trade Shows or Exhibitions”), carrier will charge \$75.00 per hour waiting time or when the vehicle is held for the convenience of consignor or consignee, through no fault of the carrier, subject to a minimum charge of \$75.00.

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