

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 DOMESTIC TRANSPORTATION
BY AIR CARRIER**

**FROM OR TO POINTS AND PLACES WITHIN THE CONTINENTAL
UNITED STATES**

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

ISSUED: November 30, 2010:

By: D. O'Brien

Eagle Air Freight, Inc.
140 Eastern Avenue
Chelsea, MA 02150-3352

617-884-4436

RULE

Rule No. Page

Address Correction Charge
Airbill Bill of Lading and Shipping Documents
Application of Rules and Regulations
Application of Rates and Charges
Articles, Inspection of
Articles Likely to Cause Damage to Aircraft, Vehicles or other Lading
Articles of Extraordinary Value
Charges, Payment of
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Reservation of Space

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SERVICE CIRCULAR 100
Rules (Continued)

ORIGINAL PAGE 2B

Shipments Provisionally Accepted – Special Conditions
Shippers Right to Stop Delivery
Shipping Containers
Sorting/Segregating Freight
Special Services
Stopoffs
Storage-In-Transit
Trade Shows and Exhibitions
Used Equipment
Waiting Time or Delay at Origin or Destination

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Issued By:

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Terms and Conditions for the Domestic Transportation of Property by Motor Vehicle Prior or Subsequent to Domestic Air Transport Within and Between Points and Places in the Forty-Eight Contiguous States of the United States of America

The following pages contain the Rules and Rates (“Service Conditions”) applicable to the transportation of all types of personal property – also known as freight all kinds (“FAK”) – not otherwise prohibited from tender to Eagle Air Freight, Inc. (“EAF”), which have or will be transported domestically by air carrier(s) between points and places in the Continental United States, excluding however, all shipments from, to, or within or between the States of Alaska and Hawaii.

In case of conflict between EAF’s Service Conditions and the terms and conditions of any other transportation or shipping documents [airbill, bill of lading (proprietary or “standard”), delivery order, shipping order, shipping receipt, manifest, etc.], the terms and conditions contained herein will govern. EAF reserves the right to modify, amend, supplement or void any of the services, rates or conditions contained herein without notice. In case of conflict, the rates and services rendered will be based on the property actually tendered for transportation and not as shown or described in or on any shipping documents.

As used herein, the term “bill of lading” (“b.o.l.”) means any air or surface shipping document, including a manifest. The term “shipment” or “package” means any parcel, package, article or item tendered to EAF for shipment. The terms “EAF”, “we”, “us”, and “carrier” refer to EAF and any of its contractors, employees, agents, carriers or other party(s) in lawful possession of all or any portion of the property. The terms “customer”, “you”, and “your” include shipper, consignor or sender as well as consignee or receiver and their agents, servants, employees, assigns and any other entity or person having (or claiming to have) an interest in any property tendered to EAF for transportation. “Shipper”, “consignor” or “sender” means the person who originates a shipment, whose name is listed on the b.o.l. “Consignee” or “receiver” means the party, whether entity or natural person, to whom the shipment is sent.

The terms “Rules and Rates”, “Service Guide”, “Service Circular” or “tariff”, means these rules and rates as amended, supplemented or changed. The term “Transportation Charges”, “Fee”, or “Charges” means those fees, charges or amounts assessed for transportation of tendered shipments, including (where applicable) any ad valorem charges and special handling fees.

ADDRESS

It is the shipper’s obligation to furnish us with a correct delivery address. If we cannot deliver the shipment to the receiver at the address provided, we will attempt to notify both shipper and receiver by mailing (via U.S. Postal Service) an “On Hand” notice advising both parties of our inability to deliver the shipment and requesting disposition instructions i.e.: (1) revised address; or (2) instructions to return shipment to sender. A special handling charge of **\$25.00**

Per shipment will be assessed in addition to all other applicable charges.

BILLING

Unless otherwise provided, all shipments are billed to sender. The shipper’s *reference number* must appear on the b.o.l. and payment of the account must be current. The sender may request that another party be billed. However, in the event of nonpayment, any subsequent bills will be the shipper’s responsibility. Third party billing does not include C.O.D. service.

NOTE: A **\$50.00** special handling fee will be assessed for any check or electronic funds transfer that is dishonored because of insufficient funds or other reason which is not of EAF’s making.

ISSUED: October 10, 2022

EFFECTIVE: October 10, 2022

Eagle Air Freight, Inc.
140 Eastern Avenue
Chelsea, MA 02150

RULE 1 ADDRESS CORRECTION CHANGE

In the event a consignee's address on the b.o.l. is incorrect or incomplete, we may, at our option, attempt to find the correct address and attempt to deliver the shipment. However, we assume no responsibility should we be unable to complete delivery. The following are illustrations of commonly encountered address errors: (1) shipping property to P.O. Box numbers; (2) incorrect zip codes; (3) omitting suite numbers. A special handling fee of **\$25.00 per b.o.l.** will be assessed. If we cannot locate the consignee, we will contact the consignor for disposition instructions.

RULE 2 AIRBILLS, BILLS OF LADING and SHIPPING DOCUMENTS

EAF's bill of lading ("B.O.L.") and Service Circular apply to all shipments tendered to EAF for transportation regardless of the form, nature, terms or conditions of any document proffered by the consignor at origin. By tendering property to EAF for transportation, consignor agrees to these terms and conditions.

BILL OF LADING – CONTRACT TERMS AND CONDITIONS

DEFINITIONS

When the terms "EAF", "we", "us", and "carrier" are used, they refer to Eagle Air Freight, Inc. and any of its contractors, employees, agents, carriers or party(s) in lawful possession of all or any portion of the property. The terms "customer", "you" and "your" include shipper, consignor or sender as well as consignee or receiver and their agents, servants, employees, assigns and any other entity or person having (or claiming to have) an interest in any property tendered to EAF for transportation. "Shipper", "consignor" or "sender" means the person who originates a shipment, whose name is listed on the b.o.l. "Consignee", or "receiver" means the party, whether entity or natural person, to whom the shipment is sent.

AGREEMENT TO TERMS AND CONDITIONS

By tendering property to us for shipment, you agree to all of the terms and conditions stated herein as well as those contained in EAF's Service Circular, which is available on request. You also agree to this on behalf of any third party having an interest in the tendered property. In case of conflict between EAF's service conditions and the terms and conditions of any other transportation or shipping documents [airbill; bill of lading ("uniform" or proprietary), delivery order, shipping order, shipping receipt, manifest, etc.], the terms and conditions of EAF's Service Circular will govern. EAF reserves the right to modify, amend, supplement or cancel any of the services, rates or conditions contained in EAF's Service Circular without notice.

In case of conflict, the rates and services rendered will be based on the property actually tendered for transportation and not as shown or described in or on any shipping documents. As used herein, the terms "airbill" or "bill of lading" means any air or surface shipping document, including a manifest. The term "shipment" or "package" means any parcel, package, article or item tendered to EAF for shipment.

FAA SHIPPER SECURITY NOTIFICATION

Property tendered for air transportation is subject to aviation security controls by air carriers, and, when appropriate, other governmental regulations. Copies of all relevant shipping documents showing consignee, consignor, description of property tendered for transport and other relevant data will be retained on file until the property completes its air transportation or pursuant to federal record retention requirements.

ISSUED: NOVEMBER 30, 2010

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PACKAGING and BILL OF LADING PREPARATION

Customer has the obligation to properly package for transportation and preparing and presenting the b.o.l. to EAF. We do not accept negotiable bills of lading. No employee, agent or representative of EAF is authorized or empowered to vary, alter or modify any of the terms or conditions of the b.o.l. Customer is responsible for the correctness and completeness of the information inserted in or on the b.o.l. or which EAF inserts in or on their behalf. Customer shall be liable for all damages suffered by EAF by reason of irregularity, incorrectness or incompleteness of said information or statements, whether the b.o.l. was made out by or on behalf of customer or completed by EAF on behalf of customer. No b.o.l., the writing on which has been erased or altered, will be accepted by EAF. The contents of all shipments must be indicated by accurate description by customer on the b.o.l. The number of pieces included in a shipment must be specified on the b.o.l.

WEIGHTS and CORRECTIONS

Where transportation charges are based on weight or size, we have the right to reweigh or measure any shipment at any time and make appropriate corrections on shipping and billing documents.

UNACCEPTABLE GOODS OR PROPERTY

EAF reserves the right to refuse any shipment without prejudice. The following property will not be accepted for shipment under any circumstances: (1) alcoholic beverages; (2) antiques; (3) archeological items; (4) artwork, consisting principally of but not limited to original paintings, drawings, etching, watercolors and sculptures; (5) any hazardous material or ORM's (Other Regulated Material) so classified by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49; (6) firearms, ammunition or explosives of any kind or nature; (7) perishable items, or property requiring protective service – protect from heat or cold - including food or plants; (8) coins, coin collections, tokens, medals, decorations, awards and similar objects; (9) fur or fur-trimmed garments; (10) gems or stones (loose or set), industrial diamonds or gold, silver, platinum or precious metals of any kind; (11) live animals, birds or fish; (12) currency; (13) original items of which no copy exists, such as original manuscripts, software, models, etc.; (14) shipments lacking required paperwork or which have not been properly packed or packaged. EAF will not be responsible for any loss, damage or delay, liability, responsibility or penalties arising out of or resulting from the transportation of such articles. None of EAF's employees or agents has any authority to accept such articles for transportation or to modify or waive limitations applicable to them.

LIABILITIES NOT ASSUMED

Sec. 1.

- (a) The carrier or party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.
- (b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by:

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- (1) an Act of God;
 - (2) the public enemy, consisting principally of but not limited to hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any governmental power, or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces, or (iii) by an agent of any such government, power authority or forces, or (iv) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering or defending against any such occurrence.
 - (3) the authority of law, consisting principally of but not limited to seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
 - (4) From any defect or inherent vice of the article, whether latent defect or any other condition of or within the article which causes it to destroy itself, including susceptibility to damage because of atmospheric conditions such as pressure, temperature, humidity or changes therein.
 - (5) From an act, omission or order of consignor, consignee or other party of interest.
- (c) Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results:
- (1) when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request;
 - (2) from faulty or impassable highway or by lack of capacity of a highway bridge or ferry;
 - (3) from a defect or vice in the property;
 - (4) from strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person or persons taking part in any such occurrence(s) or disorder(s). The burden to prove freedom from negligence is on the carrier or party in possession.

Sec. 2.

Unless otherwise agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier or mode e.g. surface for air, etc.

Sec. 3.

CLAIMS: As a condition precedent to recovery, claims for loss or damage, shortage or non-delivery must be filed as follows:

Air Shipments

Claims for loss, damage, or shortage must be filed in writing within fifteen (15) days after delivery. Written claims for non-delivery must be filed within ninety (90) days after EAF's receipt of shipment.

Surface Shipments

Claims for loss, damage or delay must be filed within nine (9) months after delivery of the shipment (or in case of export, within nine (9) months after delivery to the port for export), except that claims for non-delivery must be filed within nine (9) months after a reasonable time for delivery has expired. Claims for loss, damage or delay must comply with the rules and regulations of the Federal Motor Carrier Safety Administration, Department of Transportation, as set forth in Title 49 Code of Federal Regulations § 370 et seq.

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SUITS:

Air Shipments

Suits for loss, damage or shortage 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 instituted pursuant to the foregoing provisions [claims and suits], such claim is time barred and EAF shall have no liability.

Surface Shipments

Suits for loss, damage or delay shall be instituted against any carrier no later than two (2) years and one (1) day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any portion thereof specified in the notice. Where claims are not filed or suits not instituted in accordance with the foregoing provisions [claims and suits], no carrier shall be liable, and such claims will not be paid.

Benefit of Insurance

Any carrier or party liable for loss, damage or delay to any of the property shall have the full benefit of any insurance covering said property so far as this shall not avoid that policy(s) or contract(s) of insurance. Provided however, that the carrier or party liable for loss, damage or delay which receives the benefit of such insurance will reimburse the claimant for the premium paid on said insurance policy(s) or contract(s).

Sec. 4.

- (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephone or electronic communication and via U.S. Postal Service to both consignor and consignee as shown on the face of the bill of lading that delivery could not be made. Storage charges, based on carrier's Service Circular ['tariff'] shall start no sooner than the next business day following the notification attempt. Storage may be, at carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.
- (b) If the carrier does not receive disposition instructions within 120 hours from the time of carrier's attempted first notification; carrier will issue a second and final confirmed [U/S Postal Service Certificate of Mailing] notification to both consignor and consignee. Such notice shall advise that if carrier does not receive disposition instructions within ten (10) days from that notification, carrier may offer the shipment at sale at a public auction and the carrier has the legal right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.
- (c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above to no avail, nothing in this section shall preclude the carrier's right, at its sole option, of selling the property under such circumstances and in such manner as may be authorized by law.

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(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier

Sec. 5.

- (a) The declared value of any shipment represents carrier's maximum liability for any loss, damage, injury or delay, including misdelivery or nondelivery.
- (b) Except as provided in paragraph (c) and (d), below, our liability with regard to any package or article is limited to **50¢ per pound or \$100.per package**, unless a higher value is declared on the bill of lading at the time of tender to carrier and a greater charge is paid as provided in paragraph (c) below.
- (c) For shipments exceeding \$100. in declared value an **additional charge of \$2.50 for each \$100** (or fraction thereof) of value declared will be charged. Declared value must be shown in whole dollar amounts. In no event will carrier's excess value charge be less than \$10.00.
- (d) The **maximum declared value per shipment is \$50,000. THIS IS NOT INSURANCE!** If we are not legally responsible for loss, damage or delay, no payment will be made. Exposure to and all risks of uncompensated loss to shipments is assumed by the beneficial owner of the property. If insurance protection is desired, please contact your insurance agent, broker or insurance company.
- (e) If a unitized [palletized] shipment – that is a multi-piece handling unit – whether banded, shrink-wrapped, stretch-wrapped, etc., is tendered to carrier as a single handling unit, the maximum declared value for that single unit is **\$50,000 [not \$50,000 per package or article contained within that multi-piece unit]:**

Any attempt to declare a value in excess of \$50,000 is null and void and the inadvertent acceptance for carriage of any shipment bearing a declared value in excess of \$50,000 does not constitute a waiver of this provision. Carrier's liability for loss, damage or delay in no event will exceed the lower of: (1) prepaid cost; (2) actual cash value, meaning replacement cost less depreciation; or (3) replacement cost.

Sec. 6

Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7.

- (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, whether as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature in the space provided on the face of the bill of lading. Notwithstanding the foregoing, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based on incomplete or incorrect information provided by the consignor.

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(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified in Title 49 United States Code, Section 13706.

(c) Nothing contained herein shall limit the right of the carrier to require prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8

If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9

If all or any portion of the property is carried by water over any part of said route, such water carriage shall be performed subject to the terms, conditions and limitations of liability specified by the "Carriage of Goods by Sea Act" or other pertinent laws applicable to water carriers

RULE 3 APPLICATION of RULES and REGULATIONS

EAF's Service Circular contains all rules and regulations governing transportation and any specified ancillary services associated with the movement of personal property between points and places in the continental United States of America.

RULE 4 APPLICATION of RATES and CHARGES

The appropriate rates and charges are those in effect on the date EAF receives the shipment. The rates and service quoted by our employees are based on information provided by the caller. Final rates and service are based on the nature of the property actually tendered for shipment and the appropriate provisions of EAF's Service Circular in effect on the date shipment is actually tendered to EAF.

RULE 5 ARTICLES, INSPECTION of

When EAF, or any of its agents or assigns, has reason to believe that the contents of any package may not be as described or indicated, we shall have the right to: (a) inspect; or (b) cause inspection to be made; or (c) require production of evidence sufficient to determine the actual nature and character of the property prior or subsequent to acceptance.

[See – Rule 13 "Dangerous or Hazardous Materials or Goods"]

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**RULE 6 ARTICLES LIKELY to CAUSE DAMAGE to AIRCRAFT, VEHICLES
or OTHER LADING**

We do not accept explosives or goods classified as “dangerous” or “hazardous” for transport. Products falling into the aforementioned classifications include but are not limited to: flammable liquids; class A and B explosives; compressed gasses [flammable or non-flammable]; radioactive materials, etc. Property of this nature can be found in the **International Air Transport Association’s Dangerous Goods Regulations** or Title 49 of the Code of Federal Regulations. Every party, whether principal or agent, tendering such property to EAF will be liable for and indemnify EAF against all loss or damage caused by such goods. Such goods may be warehoused at owner’s risk and expense or destroyed without compensation.

RULE 7 ARTICLES of EXTRAORDINARY VALUE

EAF will not accept the following property for transportation nor as premiums accompanying other articles:

- accounts,
- antiques,
- original works of art or objects d’art,
- bank bills
- credit cards,
- currency,
- deeds
- drafts,
- evidences of debt,
- gold, silver, platinum or other precious metal valued in excess of \$25. per pound, including the dross, skimming or sludge thereof jewelry, other than costume or novelty
- letters (personal or business – with or without postage stamps),
- money,
- notes,
- precious stones,
- stamps: postage, revenue or food
- securities,
- valuable papers and records
- other similar valuables or irreplaceable property

Carrier will not accept any shipment, item or article valued in excess of \$100 per pound.

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RULE 8 PAYMENT of CHARGES

- a. EAF will accept shipments designated: (1) shipper billed; (2) consignee billed (“Collect”); and (3) bill to name billing. However, notwithstanding options “collect” and “bill to name” designation by consignor, payment of any subsequent bills [“rebills”] are the shipper’s responsibility.
 - b. “Collect” and “bill to name” shipments: In the event the designated party refuses to pay the charges, refuses delivery or cannot be contacted (for reasons not of EAF’s making), shipper is responsible and will be billed for any/all charges.
 - c. Consignor has ultimate responsibility for payment of EAF’s charges and fees.
 - d. 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.
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RULE 9 CLAIMS for LOSS or DAMAGE | LEGAL ACTION**A. CLAIMS for LOSS or DAMAGE****Shipments (whether prior or subsequent) by Air**

Claims for loss, damage, or shortage, must be filed in writing within fifteen (15) days after delivery. Written claims for non-delivery must be filed within ninety (90) days after EAF’s receipt of shipment.

Surface Shipments

Claims for loss, damage or delay must be filed within nine (9) months after delivery of the property (or in case of export, within nine (9) months after delivery to the port of export), except that claims for non-delivery must be filed within nine (9) months after a reasonable time for delivery has expired.

Claims for loss, damage or delay must comply with the rules and regulations of the Federal Highway Administration of the U.S. Department of Transportation as set forth at 49 Code of Federal Regulations § 370 et seq.

The following requirements apply to Air and Surface shipments

- a. Original shipping containers, packing materials and contents must be available for our inspection.
- b. Receipt of shipment without written exception as to count and condition noted on delivery [so-called ‘clear receipt’] will constitute prima facie evidence that the entire shipment was received in good order and condition. No claim for concealed loss or damage will be considered except as provided in the following:
We must be notified in writing of any loss or damage which was not noted at time of delivery (“concealed damage”) immediately after discovery. Consideration of any claim reported after fifteen (15) 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/packaging materials and contents are available for inspection.

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B. LEGAL ACTION**Air Shipments**

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.

Surface Shipments

Suites for loss, damage, injury or delay must be instituted against any carrier no later than two (2) years and one (1) day from the day when written notice is given by carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suites not instituted in accordance with the foregoing provisions, no carrier shall be liable and such claims will not be paid.

RULE 10 COLLECT on DELIVERY (“C.O.D.”) SHIPMENTS

Collect on Delivery Shipments will be accepted subject to the following terms and conditions

- a. All C.O.D. shipments whether tendered on a Bill Of Lading (“b.o.l.”), Shipping Order (“S.O.”), or Delivery Order (“D.O.”), hereinafter collectively referred to as “Shipping Document”, must be stamped, typed or prominently marked “C.O.D.” immediately before the name of the consignee. Alternatively, “C.O.D.” can be written in red letters – at least one inch (1”) high – across the face of the shipping document. Only one (1) C.O.D. amount may be shown and is not subject to change. The name and street address plus Post Office address (if any) of shipper and consignee must be shown on the shipping document.
- b. Regardless of the shipping document utilized, the following information must appear:
Collect on Delivery \$ _____ and remit to (receivers name and address)
C.O.D. Charge to be paid by either Consignor/Shipper or Consignee/Receiver.
- c. Each package must be labeled showing “C.O.D.”, and the name and address of both shipper and receiver. Carrier cannot deliver to a Post Office address. Such freight will not be accepted. If inadvertently accepted, upon discovery we will contact the shipper for delivery instructions pursuant to Rule 15.
- d. C.O.D. shipments require separate shipping documents. C.O.D. and non-C.O.D. shipments cannot be commingled and tendered to carrier utilizing the same shipping document.
- e. Any document relating to the sale [invoices, papers, etc.,] must be securely fixed to the carrier’s copy of the shipping document. The C.O.D. shipping document must clearly state: **“Attached [specific nature of document(s)] to accompany shipment to destination.”**
- f. C.O.D. services are only provided when the “bill to” and “collect from” charges are the same person or firm.
- g. C.O.D. service will not be provided for any shipment where the consignee has the right to: (1) trial; (2) inspection; or (3) partial acceptance of delivery. If C.O.D. service is refused by consignee for any reason, provisions of Rule 33 “Redelivery Service” will apply.
- h. the C.O.D. amount and C.O.D. fee will be collected at the time of delivery.

RULE 11 COMPLETE ARTICLE

Each: (1) shipping piece; or (2) package and contents constitutes one article. Any part, item, or piece which when joined or assembled constitutes a complete item is also an article.

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Chelsea, MA 02150

RULE 12 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.

RULE 13 DANGEROUS or HAZARDOUS MATERIALS or GOODS

Explosives, hazardous materials or dangerous goods or other ORM's (Other Regulated Material) so classified by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49 [see Rule 17: "Explosives or Dangerous Goods and Unacceptable 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 [see Rule 6: "Articles Likely to Cause Damage to Aircraft, Vehicles or other Lading].

RULE 14 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 or \$100 per package whichever is greater**. The foregoing limitation 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 carrier's ad valorem charge of **\$2.50 per \$100 of declared value subject to a minimum charge of \$10.00**.

NOTE: This is not insurance, merely an increase in the carrier's level of economic responsibility.

RULE 15 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, carrier's liability shall change to that of a warehouseman. Carrier shall promptly notify consignor and request disposition instructions.

RULE 16 EXECUTION of BILL of LADING or ALTERNATIVE SHIPPING DOCUMENT**a. Customer Preparation**

The customer has the duty of 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.

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

Carrier will not accept any b.o.l. which has been altered or erased.

ISSUED: NOVEMBER 30, 2010

Eagle Air Freight, Inc.
140 Eastern Avenue
Chelsea, MA 02150

RULE 17**EXPLOSIVES or DANGEROUS GOODS and
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. Alcoholic beverages;
 - b. Antiques;
 - c. Archeological items;
 - d. Artwork, consisting principally of but not limited to original paintings, drawings, etching, watercolors and sculptures;
 - e. 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;
 - f. Firearms, ammunition or explosives of any kind or nature;
 - g. Perishable items, including food or plants;
 - h. Coins, coin collections, tokens, medals, decorations or awards and similar objects;
 - i. Furs or fur-trimmed garments;
 - j. Gems or stones (loose or set), industrial diamonds, gold, silver, platinum or precious metals including the dross, skimming or sludge thereof;
 - k. Live animals;
 - l. Currency;
 - m. Original items of which no copy exists, such as original manuscripts, software, models, etc.
 - n. Shipments lacking required paperwork or which have not been properly packed or packaged.
- EAF will not be responsible for any loss, damage, delay, liability or penalties arising out of or resulting from the transportation of such articles. None of EAF's employees or agents has any authority to accept such articles for transportation or to modify or waive the limitations applicable to them.

RULE 18**EXTRA LABOR**

1. 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 1) or a fraction thereof, \$40.00 per person per hour subject to a minimum charge of \$120.00 per person per day.
2. 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.
3. Time will be computed by carrier from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed.

Note 1. The provisions of this item are not applicable on Saturdays, Sundays, Holidays or non-business hours, (See Rule 20 Saturday, Sunday & Holidays).

RULE 19**FORWARDER/CARRIER'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's 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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Eagle Air Freight, Inc.
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RULE 20 HOLIDAYS, SATURDAYS, SUNDAYS: PICKUP or DELIVERY

1. When consignor or consignee requests pickup or delivery service on a Saturday, Sunday or holiday (see below), the service will be subject to a charge of \$50.00 per person per hour, or fraction thereof, and a *minimum charge* of \$250.00 per person per day. Such charges are in addition to all other applicable rates and charges.
2. Time shall be computed from the time the driver notifies the consignor or consignee that the vehicle is available for loading or the shipment is available for unloading and ends upon completion of loading or unloading and receipt by the driver of a signed b.o.l., delivery receipt or other evidence of receipt of the property by the consignee.
3. A request for pickup or delivery service on a Saturday, Sunday or Holiday must be made in advance. Carrier will attempt to accommodate such request when possible to do so but is not obligated to perform such service(s), even if requested on the b.o.l. or shipping document(s).
4. Charges must: (a) be paid by the party requesting such service; or (b) be guaranteed to the carrier's satisfaction before pickup or delivery will be made.

NOTE: The following will be considered holidays:

- New Year's Day (January 1)
- resident's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Columbus Day (2d Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Monday in November)
- Christmas Day (December 25)

RULE 21 HYDRAULIC LIFT GATE

1. When mechanically powered lifting or lowering devices are required to load or unload tendered property, an **additional charge of \$65.00** 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.
3. EAF may, solely at EAF's option, upon customer's request, agree to rent suitable equipment. Customer will be charged the rates and charges assessed EAF by the rental company.

RULE 22 INSPECTION OF ARTICLES

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

RULE 23 INSIDE PICKUP or DELIVERY

EAF does not provide inside pickup or delivery service. All freight tendered for transportation must be available at a point immediately adjacent and directly accessible to the vehicle. Freight will be unloaded at the delivery site at a point, which is immediately adjacent to the delivery vehicle see Rule 28 ("Loading and Unloading").

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RULE 24 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 stored immediately and will be 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 have been given.
3. Carrier’s storage charges, other than as provided for in paragraph “d” will be charged 50¢ per 100 pounds or fraction thereof, for each twenty-four (24) hour period, or part thereof, subject to the following minimums and maximums:
 1. Minimum Charge: \$ 25.00 per shipment for each 24 hour period or part thereof;
 2. Maximum Charge: \$ 500.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment.

For the 1 st 24-hour period, or part thereof:	\$ 250.
For the 2 ^d 24-hour period, or part thereof:	\$ 350.
For the 3 rd 24-hour period, or part thereof::	\$ 450.
For each subsequent 24-hour period or part thereof:	\$ 500.

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 dispose 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 public warehouseman. When carrier places property in a public warehouse, a charge will be assessed on carrier’s rates applicable from carrier’s place of interim storage to the warehouse. Pursuant to M.G.L. c. 106 §§ 7-307, 308, carrier has a lien on the property.

RULE 25 INSURANCE COVERAGE

Carrier does not provide insurance for the benefit of customer for any property tendered to it for transportation. If insurance is desired, customer should contact their insurance agent, broker or their insurance company.

RULE 26 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 13]

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RULE 27 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 with a maximum value of \$100 per package whichever is greater. When the declared value of any shipment exceeds \$100.00 an additional, ad valorem, charge will apply – see Rule 14.

NOTE: A declaration of value and payment of carrier's ad valorem charge does not constitute insurance. Shippers are advised to contact their insurance agent, broker or company representative if insurance coverage is desired.

The declared value of any shipment represents carrier's 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, carrier's liability shall in no event exceed the actual value of the shipment at the time and place accepted by carrier for transportation.

RULE 28 LOADING and UNLOADING

Rates or charges include one pickup and loading into transporting vehicle and one delivery and unloading from transporting vehicle or one tender for delivery of a shipment during normal business hours (see Rule 20 "Holidays") at one site subject to the following provisions:

1. **Placement of Vehicle for Loading**
At the request of shipper EAF will provide a vehicle at the designated loading site.
2. **Loading of Vehicle**
 - a. freight tendered for loading must be situated so as to be directly accessible and adjacent to the vehicle, or, immediately adjacent to a parking space (see Rule 23)
 - b. EAF furnishes one person per vehicle for driving and loading (see Rule 18 Extra Labor if Requested).
3. **Placement of Vehicle for Unloading**
EAF will place delivery vehicle at the site designated by the consignee.
4. **Unloading of Vehicle**
 - a. freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (see Rule 23).
 - b. EAF provides one person for driving and unloading (see Rule 18 Extra Labor if Requested).
5. **Restrictions/Limitations on Loading or Unloading**
 - a. Shipments must be tendered to EAF in prepared lots. Loading or unloading service by EAF does not include assembling, dismantling, inspecting, placing freight on or removing freight from pallets, packing, unpacking, sorting or segregating freight, except as provided in this rule or Rule 40 "Sorting or Segregating Freight".
 - b. Loading or unloading service does not include furnishing by EAF of special loading or unloading equipment such as block & tackle, chain falls, cranes, jacks, winches, or similar tools and equipment ("Equipment") used to raise, lower or move freight.

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- c. When such equipment is required for loading or unloading carrier's vehicle(s), shipper or consignee is required to furnish such equipment at shipper or receivers expense, all necessary labor to operate it and assume all responsibility for safe loading or unloading. Carrier's personnel may use hand trucks, four-wheeled carts, and manual or electrically powered non-riding pallet jacks when furnished by shipper or receiver.
 - d. Unloading service includes sorting or segregating freight solely for the purpose of determination that the proper freight is being delivered, or, to determine the identity, nature and extent of any freight overage, shortage or damages as may be ascertained by EAF's representative.
 - e. When freight tendered in lots according to brand, flavor, size or other distinguishing character and has been so identified on the shipping documents, tender of delivery will be in the same manner.
 - f. Loading or unloading service does not include opening shipments, whether packaged or unitized, including but not restricted to individual items which have been shrink or stretch-wrapped, banded or otherwise secured on pallets or skids.
6. **Loading by Shipper – Unloading by Receiver**
Carrier will not perform assembly, packing, disassembly/dismantling or rigging; nor be required to furnish special loading or unloading services or equipment. Carrier will not open packages or unitized shipments such as individual items or articles in boxes, packages, bags etc. which have been placed on a pallet or skid and bound together so as to constitute one master shipping unit by the utilization of stretch or shrink wrap, or by being banded or glued together. Subject to 8 below "Heavy, Bulky or Oversized Freight", Carrier is responsible for loading or unloading any item or article weighing 100 pounds or less. Carrier is responsible for loading and unloading items or articles weighing in excess of 100 pounds but less than 499 pounds if a dock, platform or ramp is directly accessible to carrier's vehicle.
NOTE:
- a. any article or item which cannot be safely handled by carrier's driver because of configuration [length, width, etc] shipper is required to load and consignee to unload, regardless of accessibility of dock, platform or ramp.
 - b. carrier is not required to provide service where condition of road, street, driveway, alley etc. precludes vehicle access and safe handling of shipment to or from carrier's vehicle.
7. **Waiver of delivery receipt**
At the written request of shipper or owner, freight consigned to places where no representative of the consignee is present or available to provide written documentation of receipt of shipment, such shipments will be delivered and unloaded by EAF and left unattended unless the rules and rates governing the shipment specifically require the consignee to unload carrier's vehicle.
8. **Heavy, Bulky or Oversized Freight – Loading by Shipper – Unloading by Receiver**
Loading as used herein includes stowing and counting freight placed in or on carrier's vehicle(s). Unloading as used herein includes counting and removing freight from the position in which it was transported on carrier's vehicle.
When freight - per package or piece – in a single shipping container, or which is secured to pallets, platforms or skids, or in any other acceptable form of shipment:
- a. weighs 110 pounds or less: carrier will perform loading or unloading;

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Loading and Unloading (continued)

- b. weighs in excess of 110 pounds but less than 500 pounds:
 - (1) EAF will perform the loading or unloading where shipper or consignee provides a dock, platform or ramp directly accessible to carrier’s vehicle. However, freight in excess of eight (8) feet in its greatest dimension or which exceeds 4 feet in each of its greatest and intermediate dimension must be loaded by consignor and unloaded by consignee. Where the cosignor or consignee does not provide a dock, platform or ramp, shipper is required to load the shipment and consignee unload. On request of shipper or consignee, the driver will assist the consignor in loading and the consignee with unloading.
- c. weighs 500 pounds or more, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading and unloading.

NOTE:

- I. Freight shall not be considered to be immediately adjacent to the vehicle when separated from the vehicle by an intervening public sidewalk or comparable barrier or impediment.
- II. Loading includes counting and stowing freight in or on the vehicle. Unloading includes removing and counting freight from the position of transport in or on the vehicle.

RULE 29 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 foregoing 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, 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 air or motor vehicle transport.

NOTE: Carrier does not offer protective services – see Rule 30 “Perishable Articles.”

RULE 30 PERISHABLE ARTICLES

Carrier does not provide transportation services designed to protect property against heat or cold.

RULE 31 PRIOR NOTIFICATION

On all shipments where the carrier is requested, as a prior condition necessary to effect delivery, to give telephone or written notice of arrival, a charge of \$10.00 will be assessed.

The charge will apply for each notification when such notification is a requirement to effect delivery.

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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, or, by written arrangement 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, the following additional charge will be assessed:
 - a. pickup: \$ 75.00 per shipment
 - b. delivery: \$ 75.00 per shipment
 - c. In the case of delivery, the charge in paragraph 2 will include an initial notification to make delivery arrangements. Any additional notifications will be subject to the following and assessed to the party requiring the additional notice:
 - i. When carrier is requested or required to call customer as a condition necessary for delivery, or to make arrangements for customer pickup at carriers premises, or to provide written notice concerning the arrival of a shipment, a charge of \$10.00 per shipment will be assessed.
 - ii. When the consignee requires delivery of the freight bill prior to delivery of a shipment, a charge of \$50.00 per shipment will apply.
 - d. Charges will apply separately for pickup and separately for delivery and will be in addition to all other charges.
 - e. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party responsible for the payment of the freight charges.
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RULE 33 REDELIVERY

When a shipment is tendered for delivery and through no fault of carrier, such delivery cannot be accomplished, additional delivery attempts [delivery tender(s)] and final delivery will be subject to the following provisions: (see Note)

1. If one or more additional tenders or final delivery of the shipment are made at consignee's place a charge of \$250.00, and maximum charge of \$750.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment will be made for each such tender and for the final delivery. On Order Notify shipments the minimum redelivery charge will be \$75.00.
2. If consignee elects to accept delivery of the shipment at Carriers service center, a charge of \$1.50 per 100 lbs., subject to a minimum charge of \$25.00, and maximum charge of \$250.00 plus direct expenses [room, meals and ancillary expenses, if any], will be made.
3. 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, country club, estate, farm, rectory or school, 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 - see: RULE 36 ("RESERVATION of SPACE").

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: §§ 7-307,308.

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RULE 35 REHANDLING , RECONSIGNMENT or 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 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 shown above are in addition to all other applicable charges including detention and storage charges.

NOTE: Instructions for reconsignment of COD shipments will be accepted only from the shipper.

RULE 36 RESERVATION of SPACE

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

RULE 37 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 or destroyed without compensation (see Rule 13).

RULE 38 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 resulting loss or expense incurred by carrier.

RULE 39 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 14 ("Declaration of Value") for both contents ["product"] and container.

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RULE 40 SORTING OR SEGREGATING FREIGHT

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspection, sorting or segregating freight except as provided herein or in Rule 28 (Loading and Unloading).

1. When a shipment is tendered to the carrier in lots according to size, brand, flavor or other characteristic and is so identified on the shipping document, normal delivery service includes delivery of the shipment to the consignee in the same manner, including placement of such sorted or segregated lots on the dock, platform, pallet, dolly (or other mechanism, device or means) provided by consignee for receipt of freight within or adjacent to transporting vehicle without additional charge to the extent such service is performed within the following allowance for loading or unloading ("free time"):

<i>Actual Weight</i> (pounds)	<i>Free Time</i> (minutes)
Up to 999 pounds	15 minutes
1,000 to 2,499 pounds	30 minutes
2,500 to 4,999 pounds	45 minutes
5,000 to 7,499 pounds	60 minutes
7,500 to 9,999 pounds	90 minutes
10,000 to 20,000 pounds	120 minutes
excess of 20,000 pounds	90 minutes per 10,000 pounds

If pickup or delivery cannot be completed within the time limits shown above, carrier will continue to load or unload the vehicle subject to the following applicable detention charges. When loading or unloading is delayed, the charge will be \$15.00 per each additional 15 minutes - or fraction thereof - beyond the free time limits specified above.

Amounts due the carrier under provisions of this rule will be assessed against the consignor for loading and against the consignee for unloading whether the shipment is prepaid or collect.

2. When mandatory sorting or segregating by marks, brands, sizes, flavors or other distinguishing characteristics is required, an additional charge of \$2.00 per 100 pounds subject to a minimum charge of \$25.00 per shipment will be assessed against shipper for loading and receiver for unloading.

NOTE:

- a. no sorting or segregating charge will be assessed when such service is necessary to determine the extent and identity of overages, shortages or damages as may be ascertained by carrier's driver.
- b. whenever charges for services involve free time [sorting or segregating], the applicable charges shall be paid by the party for whom such service(s) is performed. Should carrier be unable to collect charges from party requesting such services, carrier will hold shipper ultimately responsible for payment of such charges pursuant to carrier's b.o.l. terms and conditions *unless* shipper has states on the b.o.l. at time of shipment the following:

"Shipper does not authorize sort or segregate services/charges at time of delivery."

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RULE 41 SPECIAL SERVICES

Contact carrier if special rates or services are required.

RULE 42 STOPOFFS

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

RULE 43 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 or multi-state or federal authority having actual or apparent right to do so , 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 180 days. If not removed from SIT at midnight local time on the 180th day, the interstate character of the shipment – or any portion thereof – shall cease. EAF has the duty to mail notice of such change in stratus not less than ten (10) days prior to the 180th day. Where the actual or beneficial owner is unknown, notice will be sent to all parties of interest utilizing import or transport documents provided to EAF by any 3rd party(s) at time of bailment to EAF.
- (b) following the 180th day, all property remaining in EAF’s custody will be relocated to a public warehouse at owner’s expense and without further liability to EAF.
- (c) the following may be billed following 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. Notwithstanding the foregoing, if shipment is not removed from SIT by the fifth (5th) work day (excluding Saturday, Sunday and holidays (see Rule 20), 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.
- (e) applicable SIT charges include: (1) transportation charges from initial point of pickup by EAF and SIT location; (2) applicable transportation charges from SIT location to destination.
- (f) any claim for loss or damage subsequent to SIT is subject to Rule 2, section 3. Any suit instituted subsequent to SIT is subject to Rule 2, section 3.

RULE 44 TRADE SHOWS and EXHIBITIONS

Shipments consigned to or picked up from an exhibition or trade show will be assessed waiting time of \$50.00 per hour subject to a two (2) hour minimum.

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Eagle Air Freight, Inc.
140 Eastern Avenue
Chelsea, MA 02150

RULE 45 USED EQUIPMENT

Carrier will transport used equipment provided the shipper declares the released value of each article or package to be no greater than **10¢ per pound or \$10.00 per package**, whichever is greater. Customer may elect to declare a higher value and pay carrier's ad valorem charge of **\$10.00 per \$100 of declared value subject to a minimum charge of \$100.** (See Rule 14).

RULE 46 WAITING TIME or DELAY at ORIGIN OR DESTINATION

Except as provided in Rule 40 ("Sorting or Segregating Freight") or Rule 43 ("Trade Shows or Exhibitions"), carrier will charge \$35,00 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 \$25.00.

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