



# ***GORDON TRUCKING INC***

Standard Rules Guide – SRG

151 Stewart Road S.W., Pacific, WA 98047

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# 1000 - OPERATIONS

## 1005 - Purpose

Gordon Trucking, Inc. ("Carrier") transports freight as a common and contract Carrier (SCAC Code GORK). All shipments tendered to Gordon Trucking other than those transported under a *signed written* contract are subject to the provisions of this Standard Rules Guide ("SRG").

## 1010 - Application of Standard Rules Guide

This Rules Guide shall apply to motor carrier transportation in interstate, intrastate and/or foreign commerce of the commodities authorized to be transported within the scope of Gordon Trucking's operating authority.

## 1015 - Precedence / Priority of Rules

The GTI Standard Rules Guide shall apply to all shipments tendered to Gordon Trucking by its customers, including consignor, consignees, or third parties, unless in conflict with, or waived by, specific terms of written transportation agreements with Shipper.

When rules or provisions herein conflict with specific rules or provisions published in individual price lists, rate items or schedules for particular Shippers, the rule provided for in the price list, rate item or schedules take priority.

## 1016 - Bills Of Lading

When property is transported subject to the provisions of these rules, the terms and conditions of the Uniform Straight Bill of Lading in the form published in the National Motor Freight Classification, Tariff STB NMF 100-1, shall apply, even though the driver or other carrier representative fails to issue said Bill of Lading.

Consignors may elect to have preprinted their own bill of lading form, or consignors who have printed their own bill of lading forms may, at their option, instead of using the Uniform Straight Bill of Lading as set forth, use the Straight Bill of Lading-Short form. In either case, the transportation of the shipment by carrier shall be subject to all terms and conditions of the Uniform Straight Bill of Lading as shown and provided for in this Item.

Sec. 1(a) The carrier or party in possession of any of the property herein described shall be liable as codified in 49 U.S.C. § 14706 for any loss thereof or damage thereto, except as in hereinafter provided and subject to Item 4020.

Sec. 1(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, acts of terrorism, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act of default of the shipper, receiver or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or their agent. Except in case of negligence of the carrier or party in possession, no carrier or

party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the party's or carrier's inspection, and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or their agent.

Sec. 1(c) The carrier or party in possession of all or any of the property herein described shall not be liable for delay caused by highway obstruction, faulty or impassable highway, lack of capacity of any highway bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

Sec. 1(d) The carrier or party in possession of all or any of the property herein described shall not be liable for loss, damage or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such a request, whether such request was made before or after the party or carrier comes into possession of the property.

Sec. 7 No Recourse Provision: Section 7 of the Uniform Bill of Lading or any other shipping document shall have no effect to the extent that freight costs have not been paid. Gordon Trucking, Inc. reserves the right of recourse against Shipper or other payors.

## **1020 - Required Shipment Information**

When tendering a load, the following information is required:

1. Origin, name and address
2. In transit stop off information, name and address
3. Destination, name and address
4. Equipment requirements
5. Pick-up date
6. Delivery date
7. Cargo description and handling requirements
8. Driver instructions
9. Billing information
10. Weight, volume or measurement of freight when necessary for rating the Shipment

## **1025 - Tendering a Load**

Loads may be tendered to Gordon Trucking verbally, through a faxed written document, electronic e-mail, or electronically via EDI. Gordon Trucking prefers loads to be tendered via e-mail, EDI, or fax. Acceptance of a tendered load is based upon the shipment information Gordon Trucking receives at the time the load is tendered.

Once Gordon Trucking has accepted a tendered load, the shipment information provided by the customer is entered into Gordon Trucking's computerized dispatch system. Shipment information entered into the dispatch system shall take priority over all other information later provided, or entered upon the bill of lading, by Shipper or third parties and will become the controlling source for planning and documenting the movement of the load and carrying out the requested service, unless Gordon Trucking and the Shipper specifically agree, in writing, otherwise.

Gordon Trucking shall transport the goods, with reasonable dispatch, from origin to the destination point of the load. Where Shipper issues the bills of lading or other shipping documents to Gordon Trucking, such bill of lading which include all information set forth in Item 1020 and such other information as is necessary to service the shipment.

## **1030 - Gordon Trucking Contacts**

<http://www.gordontrucking.com/fleet/service.html>

## **1035 - “Shipper” Defined**

For the purposes of this Rules Guide, the term "Shipper" shall mean Shipper, consignors, consignees, third party payers and any of their affiliates, and all others having any interest in shipments transported under this Rules Guide.

## **1040 - Scope of Operation**

General Commodities (except class A & B explosives, household goods, and commodities in bulk) transported between points in the United States and between the United States and Canada and between the United States and Mexico. Operating dry van and refrigerated trailers.

Except as otherwise provided, all shipments are considered truckload shipments subject to truckload or truckload volume rates, which fill the carrying capacity of a vehicle, and will be transported under the following conditions:

1. Each shipment will be subject to a minimum charge based on the truckload rate applicable.
2. Any portion of a shipment that exceeds the capacity of the initial vehicle will be rated as a separate shipment at the truckload rate applicable.

## **1045 - Maximum Weight**

Gordon Trucking will not accept shipments, the gross weight of which when combined with the vehicle weight, would exceed the legal maximum weight as prescribed by local, state and/or federal weight laws. In the event that Gordon Trucking inadvertently accepts a shipment tendered by Shipper which exceeds the legal maximum weight, Shipper shall be liable for, and indemnify Gordon Trucking against, all fines, penalties, and costs, including the cost of unloading and reloading the shipment to comply with legal maximum weight limits.

## **1050 - Trailer Interchange**

Shipper shall not use Gordon Trucking trailers or trailers operating under a Gordon Trucking lease, without prior execution of a trailer interchange agreement or trailer use agreement signed by an authorized GTI employee. In the event that Shipper, uses such equipment without such an agreement in effect, Shipper will be using the equipment without the express or implied authority of Gordon Trucking and shall be liable for rental value of the equipment at the rate of \$100 per day plus all damage, maintenance, liability, claims, and repositioning costs arising from or resulting from the use of such equipment. Unauthorized Use of Gordon Trucking, Inc. Equipment: No Shipper or third party shall operate or pull Gordon Trucking, Inc.'s Equipment over public roadways without the express written permission in the form of a Trailer Interchange Agreement or Trailer Use Agreement. Shipper shall not use Gordon Trucking, Inc.'s trailers or other equipment except as agreed upon in writing and for the furtherance of shipper arrangement between Gordon Trucking, Inc. and Shipper. To the extent that Shipper is negligent or undertakes an unauthorized use of the Gordon Trucking, Inc.'s trailer or other Equipment, Shipper shall hold harmless, indemnify and defend Gordon Trucking, Inc. for all losses, liability, claims (including personal injury and death), damages, penalties costs, expenses (including reasonable attorney fees, costs and expenses) (herein collectively "Losses") arising out of the negligent, intentional or unauthorized use of Gordon Trucking, Inc.'s trailers or other Equipment.

## **1055 - Hazardous Material or Substances**

The packaging of hazardous materials or substances must comply with the rules and regulations as prescribed by the Department of Transportation and any other related federal, state, or local law or regulation. When individual items in the classification authorize use of container designated with a DOT specification number, such container must meet the Department of Transportation's specifications for that numbered container as set forth in the aforementioned rule. Shipper shall provide all appropriate instructions for handling of such materials, including but not limited to current material data safety sheets. Shipper shall defend, indemnify, protect and hold Gordon Trucking, its contractors, employees, officers, agents and affiliates harmless from and against all claims, damages, penalties, costs, fines, judgments and liabilities, including attorney's and consultant's fees arising out of any failure of Shipper, consignor, or consignee to comply with all applicable laws and regulations for the packaging, labeling or other handling of such shipments. Shipper shall not tender to Gordon Trucking, Inc. Hazardous Materials as defined in the Hazardous Materials Transportation Act, 49 U.S.C. §5101 *et seq.*, as amended, and the regulations of the U.S. Department of Transportation made thereunder, unless Gordon Trucking, Inc. has agreed to do so in writing. Thereafter, Shipper shall identify any loads that contain Hazardous Materials at least 24 hours in advance of tendering to Gordon Trucking, Inc.. Not less than 12 hours prior to the scheduled pick-up time, Gordon Trucking, Inc. shall either: (i) decline such load, or (ii) accept such load on terms and conditions identified by Gordon Trucking, Inc. in such acceptance, which terms may include market rates and the pass through of any associated costs to Shipper. The tender of a Shipment with the commodity description "Freight All Kinds" constitutes Shipper's certification that no hazardous material, as defined in DOT regulations, including but not limited to the provisions of 49 C.F.R. Section 172.101, is included in the Shipment and/or Tariff.

## **1060 - Independent Contractor**

In the performance of transportation service hereunder, Gordon Trucking shall be an independent contractor and not considered an agent or employee of Shipper.

## **1070 - Control of Vehicles**

Gordon Trucking has control of the vehicle and the unrestricted right to select the vehicle or vehicles for the transportation of a shipment. Under certain circumstances, Gordon Trucking has the right to remove seals applied to the vehicle by the Shipper, such as law enforcement requirements or safety concerns.

## **1075 - Securing of Freight**

Where Shipper loads the shipment, or tenders an already loaded trailer, Shipper must secure load in accordance with the North American Standard for Protection Against Shifting and Falling Cargo including but not limited 49 C.F.R. Parts 392 and 393 as applicable. Shipper shall take all reasonable and appropriate acts to ensure that all freight is packaged, labeled, and secured legally and properly for shipment. If Shipper is responsible for loading, and Shipper fails to properly secure the cargo, then Gordon Trucking does not assume any liability for any damaged cargo while in transit. If the load in question shifts while in transit due to improperly secured cargo, the Shipper will be responsible for its negligence causing any damage done to the cargo, tractor/trailer, and injuries incurred by Gordon Trucking's employees and/or representatives, and any damages, injuries, or death sustained to a third party as a result of the load shift. Shipper shall defend, indemnify, protect and hold Gordon Trucking, its contractors, employees, officers, agents and affiliates harmless from and against all claims, damages, penalties, costs, fines, judgments and liabilities, including attorney's and consultant's fees arising out of any failure of Shipper, consignor, or consignee to comply with all applicable laws and regulations for securing

freight, packaging, labeling or other handling of such shipments. This rule shall apply to all freight movements, unless expressly modified by contract with Shipper.

## **1080 - Impractical Operation**

Nothing in this Standard Rules Guide shall require Gordon Trucking to perform any service from, to or at any point or location where the operation of vehicles is impracticable including because:

1. The conditions of the roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk or loss or damage of life or property.
2. Loading or unloading facilities are inadequate.
3. Pickup and delivery service does not include handling freight to or from any location not adjacent and directly accessible to Gordon Trucking's vehicle, nor does it include packing, unpacking, erecting, dismantling, inspection of property, and other similar services.
4. Any "Force Majeure", war, insurrection, riot, civil disturbance, strike, picketing, or other labor disturbance, in Gordon Trucking's discretion, that (a) subject operations to unreasonable risk or loss or damage to life or property, or (b) jeopardize the ability of Gordon Trucking to render linehaul or pickup or delivery or any other service from, to or at other points or locations.

## **1085 - Consolidation of Shipments**

Vehicles, ordered to be loaded and containing consolidated shipments, subject to rates and charges provided, will be stopped for partial loading and/or unloading between point of origin and destination, subject to the following provisions:

1. The names of places, the complete address, and the number or type of articles to be delivered or picked up shall be shown on the bill or bills of lading or shall be shown on manifest detailing all extra pickups or deliveries. If all of the above information is not shown as set forth above, then the information must be shown on a separate memo document that must be attached to and considered a part of the bill of lading.
2. The applicable rate of charge from the original place of loading to the place of final delivery shall apply on the total quantity shipped, i.e., the quantity on the vehicle after completion of loading if stops are made for partial loading enroute, or the quantity on the vehicle immediately preceding the first stop if the first stop is for partial unloading, subject to the additional charges as stated in Stop Offs. There shall be no additional charge for the original pickup and final delivery.
3. All charges on shipments must be prepaid, or guaranteed by and collected from a single Shipper, Consignee, or designated third party and must be paid in full in a single remittance.
4. Partial unloading will be permitted only at points beyond that at which the last stop for loading is made and further loading of the shipment will be prohibited after it has been partially unloaded.

## **1090 - Revision Process of Standard Rules Guide**

This Rules Guide, including any attachments or schedules hereto, may only be modified by publication of revisions by Gordon Trucking. When amendments or revisions are made to this Rules Guide, including scheduled or attachments, the specific revision will supersede and cancel prior terms and conditions.

Gordon Trucking's drivers are not authorized to modify the terms of this Rules Guide. Consequently, a driver's signature on a Bill of Lading or other shipping document shall not constitute evidence of a written agreement and shall not modify the Standard Rules Guide.

If any provision of this Rules Guide shall be determined to be invalid or unenforceable, the remaining portions of this Rules Guide shall continue to be operative and in full force and effect.

## **1095 - Applicable Law**

To the extent not governed by the federal statute or regulation, the laws of the State of Washington, shall govern the validity, construction and performance of this Rules Guide and all controversies and claims arising hereunder.

## **2000 - ACCESSORIALS AND RATES**

### **2005 - Governing Publications**

Rates and Accessorials, to the extent dependent upon mileage, are governed by Rand McNally Practical Mileage most current version or subsequent releases thereof.

### **2010 - Application of Accessorial Charges**

The accessorial charges described in SRG A will apply to all loads unless a more specific charge is mutually agreed upon in writing.

### **2015 - Terminal, Ingress and Egress Charges**

Except as otherwise provided herein, rates and charges do not include tollage, wharfage, special equipment usage loading or unloading charges, ferries, or any other port terminal charges at piers, wharves, dockside terminals or warehouses, and market entrance fees. Gordon Trucking will not absorb such charges. The party requesting such services will be responsible for payment of such charges at the rate of 105%.

### **2020 - Application of Rates**

When one or more rates apply to a movement, the most specific rate shall take precedence. Rates will also apply from or to places within or adjacent to named points or integral parts of said communities. (Commercial zones)

### **2025 - Equipment Ordered and Not Used**

When Gordon Trucking is requested by Shipper to furnish equipment and in accordance with these instructions dispatches a vehicle, and Shipper cancels service without a minimum of four (4) hours prior notice from scheduled pick up time, a charge as set forth in SRG A shall apply. In addition, any miles traveled by Gordon Trucking shall be charged on a per miles basis (see SRG A).

### **2030 - Loading / Unloading Charges**

1. If Gordon Trucking is required by Shipper, consignor or consignee to assist, provide or hire physical labor to perform loading and/or unloading of a shipment, a minimum charge shall apply (see SRG A). If loading/unloading charges are to exceed the amount states in SRG A, shipper will be held accountable for all excess charges. This would include, but is not limited to stacking, sorting, and/or segregating of product, utilizing a hydraulic or manual pallet jack, assisting a Consignor/Consignee provided crew, or rolling bilge loaded paper rolls.

2. If driver is required to count and verify contents of load while loading or unloading, a charge shall apply per occurrence (see SRG A).
3. If Shipper requires Gordon Trucking, Inc. to use a Lumper, Lumper Service, or other unloading service and Gordon Trucking, Inc. is required to pay for the service, the cost of the service plus an additional administrative fee of will be charged to the Shipper (see SRG A).

## 2035 - Stop Offs

Excluding the origin and final destination, any shipment requiring additional stops in transit at any point for loading or unloading will be charged additional stop charges as set for in SRG A.

## 2040 - Out of Route Miles

On movements that are not rated in dollars and cents per mile, if the mileage from origin to destination via stop-off point or points exceeds the mileage over the shortest practical route from origin to destination, 100% of the excess mileage will be charged at the original direct route rate per mile computed from original flat charge.

## 2045 - Detention

Detention is defined as a request by Shipper, Consignor, Consignee or other third party to detain driver(s), power unit(s) and/or trailer(s) to complete loading or unloading due to no fault of the Gordon Trucking, Inc., the following charges and provisions shall apply in addition to all other lawful and applicable charges.

1. **Driver, Tractor, Trailer Detention:** Time shall accrue upon scheduled delivery or pickup time, or upon Gordon Trucking, Inc.'s notice of arrival to Shipper, Consignor, Consignee or other third party on open deliveries and pickups. Detention charges begin immediately after the stated free-time expires as outlined in SRG A. Free-time does not apply to trailer pool loading or unloading.
2. **Drop Trailer Loading / Unloading (Non-Trailer Pool Locations):** When Gordon Trucking, Inc. is asked by Shipper, Consignor, Consignee or other third party to drop trailer(s) for loading or unloading due to no fault of the Gordon Trucking, Inc., detention will be charged as outlined in SRG A. Weekends and holidays will be included in the chargeable time.
3. **Trailer Pool Loading / Unloading:** Under normal circumstances no detention charges will apply for agreed upon trailer pool loading or unloading. However, detention charges will apply when Shipper, Consignor, Consignee or other third party loads trailer in advance of normal transit times for delivery and causes Gordon Trucking, Inc. to provide additional trailers to maintain pool or when loaded trailers exceed duration listed in free-time below. Detention Rates, as defined in SRG A, will begin upon shipper designated trailer availability or driver's arrival, whichever is later. Weekends and holidays will be included in the chargeable time.

If refrigeration unit is required to run shipper or consignee is responsible for maintaining fuel and oil levels in unit.

Consignee or Consignor shall be responsible for any damage to or theft of Gordon Trucking's equipment while in their possession.

When Gordon Trucking is required to cross an international border at the request of the Shipper, and Gordon Trucking is detained at border crossing due to no fault of the Gordon Trucking, detention charges apply (See SRG A).

## **2050 - Storage**

Undelivered freight and freight awaiting transportation held in or on Gordon Trucking's premises or vehicles by reason of any act or omission of the Shipper, Consignee, or others named by them, or the owner of the freight, and through no fault of Gordon Trucking, will be considered stored and subject to the following provisions and charges:

1. Gordon Trucking liability will revert to warehouseman liability for the period of storage.
2. Storage charges on freight awaiting transportation will begin the day freight is stored including holidays and weekends.
3. Storage charges on undelivered freight will begin the day after notice of arrival has been given, including holidays and weekends.
4. Storage charges will end when:
  - a. Action is taken by Shipper, Consignee, or Owner which enables Gordon Trucking to transport or deliver the shipment, or
  - b. When Gordon Trucking exercises its right to transfer a shipment to a public warehouse.
5. When freight is stored in or on Gordon Trucking's premises or vehicle, or Gordon Trucking exercises its right to send a shipment to a public warehouse, a charge per shipment per day will be assessed.

## **2055 - Layover Charge**

If Gordon Trucking is forced by action of the shipper to lay a power unit and solo driver over, a charge of will apply (See SRG A).

## **2060 - Diversion, Reconsignment, Refusal**

The term "Diversion" or "Reconsignment" refers to any instructions given by shipper, consignor or consignee necessary to effect a change in the pick-up or delivery of a truckload or partial truckload. When a consignee refuses to accept or rejects a shipment or partial shipment, Gordon Trucking will immediately notify Shipper by appropriate means (telephone, fax, e-mail, etc.). The Shipper will then instruct Gordon Trucking as to the disposition of the shipment. If diversion, refusal or reconsignment occurs through no fault of Gordon Trucking, Gordon Trucking's liability will immediately revert to that of warehouseman. Charges for handling refused, diverted or reconsigned shipments are inclusive of but not limited to the following:

1. When a shipment is diverted, reconsigned, or refused, it will be subject to a charge (See SRG A). The mileage charge will be in addition to all other applicable charges.
2. A charge shall apply for each shipment (pick-up or delivery) that is reconsigned or diverted (See SRG A).
3. If Gordon Trucking is required to return a shipment to its origin, a charge shall apply, (See SRG A).
4. If Gordon Trucking is required to redeliver to the original destination or storage point within the same city, a charge shall apply (See SRG A).
5. Shipper shall pay all charges for storage at a facility designated by Shipper and Gordon Trucking's liability shall cease upon delivery to facility.
6. Detention charges as outlined in SRG A, may be charged as applicable in addition to any and all charges in this section.

## **2065 - Pallet Exchange**

Should Gordon Trucking be required to exchange pallets with Shipper, consignor or consignee a charge shall apply, (See SRG A).

## **2070 - Dunnage / Pallet / Other Disposal**

When Gordon Trucking is required (after delivery) to dispose of dunnage, pallets, or any other related materials used in the shipment of goods or remaining from the shipment of goods, an additional charge will apply per occurrence (See SRG A).

## **2075 - Job Site Deliveries**

When Gordon Trucking is required to deliver to a construction / job site an additional charge shall apply (See SRG A).

## **2080 - Repositioning of Equipment**

When Customer requests Gordon Trucking to provide equipment at a location where Gordon Trucking does not have readily available equipment, Gordon Trucking, Inc. may elect to reposition equipment via the most practical route from a point mutually agreeable between the customer and Gordon Trucking (See SRG A).

## **2085 - Expedited Service**

When expedited or team service (two drivers) is requested by Shipper, Consignee or Consignor the rates and charges pertaining to the line haul portion of the charges will be increased, (See SRG A).

## **2087 – Hazardous Material**

Shipments containing substance or material, including a hazardous substance, which has been classified by state, local or federal law as hazardous material and which requires special labeling, handling, storage or other special services, including placards, are subject to an additional charge. (See SRG A). Shipper shall certify that such shipments are properly packaged and labeled in accordance with state, local and federal law and shall indemnify Gordon Trucking, Inc. and any affiliated companies from any and all loss, cost or expense arising out of or related to any failure of Shipper, consignor or consignee to comply with such law and requirements.

## **2089 – Temperature Controlled**

When a temperature controlled trailer is requested by Shipper, Consignor, Consignee or other third party, the rates and charges pertaining to the line haul portion of the charges will be increased, subject to a minimum charge. (See SRG A)

## **2090 - Scale Fee**

When Gordon Trucking is required to weigh equipment before loading and/or after loading, and provide weight tickets, a charge of shall apply (See SRG A), unless the scale is located on Shipper or Consignee's property.

## **2095 - Spotting Fee**

Any charges, fees or additional expenses incurred, such as spotting fees, as a result of this procedure, will be the responsibility of the Shipper.

## **2100 - New York Surcharge**

Shipments for final destination, or stop off for loading or unloading, in Zip Codes 100 -119, shall be subject to a per shipment charge (See SRG A).

## **2105 - Collect on Delivery (C.O.D.) Cargo**

If Shipper or Consignee requests C.O.D. for the value of the cargo a charge will apply in addition to all other charges (See SRG A).

## **2110 - Collect on Delivery (C.O.D.) Freight**

If Shipper or Consignee requests C.O.D. for the freight charges a charge will apply in addition to all other charges (See SRG A).

## **2115 - Original Document Fees**

If Gordon Trucking is required by Shipper to furnish an original copy of load documentation a charge shall apply (See SRG A).

## **2117 – Excessive Transit Time Charge**

An additional charge will apply to loads where the transit time between scheduled pick-up and scheduled deliveries cause a substantial reduction in driver and equipment productivity. This charge applies to the following loads:

- A. A second day delivery charge will apply (see SRG A) to loads less than 250 miles in total loaded length of haul (or subsequent transit sections between stops) with more than 12 hours between scheduled pick up and scheduled delivery, or
- B. A local delivery charge will apply (see SRG A) to loads less than 500 miles in total loaded length of haul (or subsequent transit sections between stops) with more than 48 hours between scheduled pick up and scheduled delivery.

## **2120 - Fuel Surcharge**

All shipments tendered to Gordon Trucking are subject to the Gordon Trucking Fuel Surcharge (See SRG A1).

Refrigerated loads are subject to an additional fuel surcharge associated with reefer unit fuel consumption (See SRG A2).

## **2125 - Shipments with No Rate**

If Shipper tenders a load to Gordon Trucking for which no rate exists, Gordon Trucking's Rate Matrix will apply (rates available upon request).

## **2130 - Rates and Terms of Service**

Such transportation will be provided by Gordon Trucking and Shipper will pay Gordon Trucking for such transportation according to the Rates, Rules, Charges and Terms of Service set forth in this Rules Guide, and SRG A, A1, A2, and Rate Matrix, and all supplements and updates thereto.

## 2135 - Priority of Rates

1. Rates stated as point-to-point rates are non-alternating and take precedence priority over all other rates and price lists published as it applies to each individual shipper.
2. Rates stated as zip code rates will not apply if specific point-to-point rates are published.
3. Rates stated as state rates will not apply if specific point-to-point or zip code rates are published.
4. Rates published in price lists, rate items or contract schedules of rates for specified Shippers take precedence over rates stated in the Rate Matrix.
5. Rates stated in the Rate Matrix will apply for all shipments where a specific rate is not published.

## 2140 - Other Terms and Conditions

To the extent not specifically referenced herein, other terms and conditions set forth in SRG A apply.

## 3000 - BILLING

### 3010 - Invoicing a Load

Gordon Trucking issues an invoice for all movements of freight upon delivery of the load. If Shipper or Consignee delays delivery and other arrangements have not been mutually agreed upon, Gordon Trucking reserves the right to bill such delayed loads after seven (7) days from pickup date. The invoice shall be considered by Shipper as the Proof of Delivery. Gordon Trucking reserves the right to invoice additional charges incurred to make delivery.

When Shipper requires additional documentation, the following options are available:

1. EDI Shipment Tracking.
2. On-line Proof of Delivery documents from the [www.gordontrucking.com](http://www.gordontrucking.com) website using the GTI Insider.
3. Original Proof of Delivery document available. (Fee applicable See SRG A)
4. Proof of Delivery processing with each invoice. (Upon request of Shipper)
5. Gordon Trucking reserves the right not to accept shipments where the party to be billed is not a Gordon Trucking customer.

### 3015 - Billing and Payment

Shipper, any "bill to" party named by Shipper or other party responsible for payment. shall promptly pay all invoiced charges within fifteen days (15) of the date of Gordon Trucking's invoice, in U.S funds only. Should Gordon Trucking fail to receive payment within fifteen (15) days, Shipper shall pay an additional ten percent (10%) as late charges. ***Shipper shall remit payment to the following address: P.O. Box 11626, Tacoma, WA 98411-6626.***

Disputes regarding the amount of Gordon Trucking's charges shall be handled on a cooperative basis, provided that no amount claimed to be due to Shipper or others as a result of cargo loss or damage shall be deducted from or set off against invoiced freight charges. Claims for cargo loss or damage by Shipper or other interested parties against Gordon Trucking shall be handled pursuant to Claims and Liability Section in this Rules Guide.

When shipments are accepted on a freight collect basis, Shipper agrees that Gordon Trucking may give up possession of freight collect shipments prior to payment of freight charges and

further agrees that, should Gordon Trucking not receive payment within fifteen (15) days from the date of delivery, Shipper shall pay the freight charges due.

If Shipper fails or refuses to make payments to Gordon Trucking in accordance with the Billing and Payment provisions, then, at Gordon Trucking's option, Gordon Trucking may collect its charges in accordance with the Collection of Charges provisions in this Rules Guide. In addition, if Shipper fails to make payments, Gordon Trucking may exercise its right to maintain a freight lien against such shipment. In addition to the lien applying to the specific freight charges for that loan, the lien will be a spreading lien and shall apply to all outstanding freight invoices. In the event of bankruptcy, Gordon Trucking, Inc. shall have a lien on all shipments in its possession, whether actual or constructive, tendered to it by the Shipper for any and all amounts due by Gordon Trucking, Inc.. This shall be a general lien on all shipments for payment of freight charges past and present and shall not be limited to a specific lien on shipments for which charges are due. Enforcement of this spreading lien may be on commercially reasonable terms.

### **3020 - Collection of Charges**

If Shipper, Shippers agent, or any third party acting on the behalf of Shipper, or consignee fails or refuses to make payment to Gordon Trucking in accordance with the payment terms set forth in Billing and Payment within 15 days of the date payment is due, upon notice to Shipper, all charges invoiced to Shipper, Shipper's agent or any third party acting on behalf of Shipper or consignee, shall, at Gordon Trucking's option, become immediately due and payable (the "Debt") and shall be subject to interest per annum plus reasonable collection fees, and Gordon Trucking shall be entitled, in order to secure payment of the Debt, to exercise any right or remedy available by law.

## **4000 - FREIGHT CLAIMS AND LIABILITY**

### **4005 - Freight Loss and Damage Liability**

Subject to the provisions and procedures below, Gordon Trucking shall be liable to Shipper, Owner or other claimant ("Claimant") for loss of and damage to shipments while in Gordon Trucking's possession and custody, except such loss or damage that is solely caused by:

1. Acts of God or the public enemy.
2. The authority of the law.
3. Strikes, riots or quarantine.
4. The act or default of Shipper or Owner.
5. The inherent nature or vice of the goods transported.

### **4010 - Measures of Freight Loss and Damage**

Gordon Trucking shall be liable for Shipper's actual loss or damage under 49 U.S.C. 14706 (Carmack Liability) up to a maximum of \$50,000.00 per shipment. Gordon Trucking shall not be liable for any economic loss or special or consequential or punitive damages.

### **4020 - Maximum Cargo Liability**

Gordon Trucking retains the right to assign a maximum cargo limit to any shipment moved under the rules and regulations defined in this Rules Guide. The maximum released value of the cargo should not exceed \$100,000 per incident, per trailer load. If Shipper, Consignee, or Shipper's agent wishes to release the cargo at a value exceeding this limit, a request must be submitted in writing with the stated release value prior to loading, and agreed upon by Gordon Trucking. An additional charge may apply for additional limits or third party insurance.

## **4025 - Force Majeure**

Gordon Trucking shall not be held liable for nonperformance caused by labor disturbances, lockouts, strikes, war, acts of the public enemy, riots or civil commotion, acts of terrorism, or acts of God for as long as the hindrance to performance exists.

## **4030 - Shipper Load and Count**

When containers or trailers are loaded and sealed by Shipper, Gordon Trucking or its authorized agent will accept same as "Shipper's Load and Count" and it shall be so noted upon the Bill of Lading and:

1. Shipper must furnish Gordon Trucking with list of contents showing description and the gross weight of the goods. Under certain circumstances, such as safety or law enforcement concerns, Gordon Trucking reserves the right to open and inspect the contents of a container so indicated on the Bill of Lading, resealing it with a Gordon Trucking's seal.
2. No shipment will be accepted if the weight of the contents thereof exceeds legal carrying capacity.
3. Gordon Trucking will not be directly or indirectly responsible for:
  - A. Damage resulting from improper loading or mixing of articles, or Shipper's use of unsuitable or inadequate protective and securing materials.
  - B. Any discrepancy in count or concealed damage to articles.

If Shipper loads and seals the lading in or on the trailer and Gordon Trucking does not have the opportunity to count the lading being loaded and the seal is intact upon delivery, Gordon Trucking shall be absolved from any liability for shortages or any damage to the lading except when proximately caused by independent action of Gordon Trucking. Such absolution of liability will also occur if (i) the seal is broken at the direction and under the supervision of an agent of a body politic, or (ii) trailers are preloaded and the adequacy of loading or count of such trailer is not practical by a representative of Gordon Trucking. If a seal is broken and an inspection made by an agent of a body politic, its operator or other representative will take all reasonable steps to secure the count, safety, and integrity of the lading. These steps will include requesting that the body politic reseal the trailer and/or make appropriate notation on the freight documentation form. Gordon Trucking may break the seal on a trailer if, upon Gordon Trucking's determination or that of its operator or other representative, it becomes reasonably necessary to do so to inspect, reposition, or protect the lading or Gordon Trucking's equipment or to comply with federal, state, municipal, or provincial laws, rules, and regulations. Shipper's consignee may not refuse delivery of a shipment solely because the seal on a trailer is broken.

## **4035 - Limitations-Claims, Suits**

As a condition precedent to recovery for loss or damage to any shipment tendered to Gordon Trucking, Claimant must file a written claim with Gordon Trucking in accordance with the Freight Claims and Liability Section in this Rules Guide. Claimant must institute suit against Gordon Trucking within two (2) years and one day from the date of written notice of disallowance is given by Gordon Trucking. All claimants shall be barred from recovery and Gordon Trucking shall not be liable for loss or damage to any shipment tendered to Gordon Trucking unless Claimant has fully complied with all provisions of this paragraph.

## **4040 - Loss and Damage Claim**

The principles and practices for the investigation and disposition of salvage shall be as set forth 49 C.F.R. 370, as prescribed in the National Motor Freight Classification (NMF 100-T or latest reissue thereof) and as set forth herein.

## 4050 - Filing of Claims

1. Claims in writing required. A claim for loss, damage or injury must be filed in writing set forth below in paragraph (2) below. All freight loss and damage claims must be filed with Gordon Trucking within nine (9) months and one (1) day from the date the shipment was delivered by Gordon Trucking, or, in the case of lost freight, within nine (9) months after a reasonable time for delivery has elapsed.
2. Minimum filing requirements. A claim in writing from a claimant, filed with Gordon Trucking within the time limits specified above and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for loss or damage and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims as stated in this Rules Guide or other contract of carriage.
3. Documents not constituting claims. Examples of documents not meeting requirements set forth in paragraph (2) are bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on invoices or other documents, or inspection reports issued by Gordon Trucking or its inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise. Documents such as these, standing alone, will not be considered sufficient to comply with the minimum claim filing requirements specified in paragraph (2) above.
4. Claims filed for uncertain amounts. Gordon Trucking will not process or pay a claim presented for an uncertain amount, such as "\$100.00 more or less". A formal claim in writing for a specified or determinable amount of money must be filed in accordance with the provisions of paragraph (2) above.
5. Claims for damage or loss in Mexico. Gordon Trucking shall not be liable for any loss, damage or delay occurring while shipments are in Mexico. Gordon Trucking shall not be liable for any loss or damage which occurs before Gordon Trucking takes possession of the cargo or after the cargo is released from Gordon Trucking's care, custody or control.

## 4055 - Acknowledgment of Claims

Gordon Trucking will, upon receipt in writing of a proper claim in the manner and form described above, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt. Gordon Trucking will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence (other pertinent information) may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed. However, any failure to acknowledge a claim within thirty (30) days shall not enlarge or otherwise waive any limitations, rights or other provisions of this Rules Guide or which Gordon Trucking has under applicable law.

Gordon Trucking will, at the time each claim is received, create a separate file and will assign a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt. At the time such claim is received, Gordon Trucking will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear on Gordon Trucking's written acknowledgment of receipt to the claimant. Gordon Trucking will also cause the claim file number to be noted on the shipping order, if in its possession, and other shipping documents, if any, covering such shipment, unless Gordon Trucking has established an orderly and consistent internal procedure for assuring:

- A. That all information contained within the shipping orders, tally sheets, and other relevant records made with respect to the transportation of the shipment on which the claim is made, is available for examination upon receipt of a claim;
- B. That all such records and documents (or true and complete reproductions) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that such examination has in fact taken place); and
- C. That such procedures prevent the duplicate or otherwise unlawful payment of claims.

## 4060 - Investigation of Claims

1. Prompt Investigation. Each claim filed against Gordon Trucking in the manner prescribed set forth herein will be promptly and thoroughly investigated.
2. Supporting documents. As part of the investigation, Claimant must supply the following documents:
  - A. The original bill of lading;
  - B. Evidence of freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an extract, certified by the claimant to be true and correct with respect to the property and value involved with the claim, or certification of prices or values (including any discounts, allowances, or deductions, and/or depreciations, with respective terms);
  - C. Other requested documents. Additional documents that may be requested include, but are not limited to, a certification of the Consignor's replacement cost of the goods and/or the cost of repair of the goods. Provided, however, that where the property involved in a claim has not been invoiced to the Consignee shown on the bill of lading, or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, Gordon Trucking will, before voluntarily paying a claim thereon, require the claimant to establish the destination value of the quantity shipped, transported, or involved and the Consignor's replacement cost and to certify the correctness in writing.
3. Verification of loss. When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, Gordon Trucking will obtain from the Consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

## 4065 - Disposition of Claims

Upon receipt of a written claim for loss or damage to property transported by it, Gordon Trucking will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after the receipt of the claim; provided, however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, Gordon Trucking will at that time and at the expiration of each succeeding sixty (60) day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition, and it will retain a copy of such advise to the claimant in the claim file.

Deductions from freight charges owed to Gordon Trucking will not be a legal or an acceptable means of payment or settlement on any loss or damage claim.

## 4070 - Process of Salvage

Whenever material, goods or other property transported by Gordon Trucking is damaged or alleged and is, as a consequence, not delivered or is rejected or refused upon tender to the owner, Consignee, or person entitled to receive such property, Gordon Trucking, after giving due notice, whenever practicable to do so, to the owner and other parties that may have had an interest, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of the property directly or by contracting a competent salvage agent. Gordon Trucking will only dispose of the property in such a manner that will fairly and equally protect the best interests of all persons having an interest. Gordon Trucking will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed. Gordon Trucking will also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any is filed.

Whenever disposition of salvage material or goods will be made directly to an agent or employee of Gordon Trucking or through a salvage agent or company in which Gordon Trucking or one or more of its Directors, Officers or Managers has any interest, financial or otherwise, Gordon Trucking's salvage records will fully reflect the particulars of each transaction or relationship, or both, as the case may be.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner set forth herein, Gordon Trucking will record in its claim file the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the disbursement.

If claimant requests that Gordon Trucking forego its right to salvage, the claim will be reduced by the fair salvage value of the material or goods upon which the waiver of salvage is requested.

## **5000 - OVERCHARGE / OVERCOLLECTION CLAIMS**

### **5005 - Application**

The provisions set forth in this section cover the processing of claims for overcharge, duplicate payment, or overcollection for the transportation of property in interstate, intrastate, or foreign commerce by motor Gordon Trucking, Inc. and freight forwarders under applicable law.

### **5015 - Filing and Processing Claims**

1. A claim for overcharge, duplicate payment, or overcollection shall not be paid unless filed in writing within 180 days of the invoice date with Gordon Trucking.
2. A single claim may include more than one shipment provided the claim on each shipment involves:
  - A. The same rate or authority or circumstances,
  - B. Single line service by the same Gordon Trucking, Inc., or
  - C. Service by the same interlining Gordon Trucking, Inc.'s.

### **5020 - Documentation of Claims**

1. Claims for overcharge, duplicate payment, or overcollection shall be accompanied by sufficient information to allow Gordon Trucking to conduct an investigation and pay or decline the claim within the time limitations set forth in the Disposition of Claims section. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
2. The original invoice shall accompany claims for overcharge. Additional information may include, but is not limited to, the following:
  - A. The rate, classification or commodity description or weight claimed to have been applicable.
  - B. Complete authority for the rate, classification or commodity description claimed.
  - C. Invoice payment information.
  - D. Other documents or data that is believed by claimant to substantiate the basis for its claim.
3. Claims for duplicate payment and overcollection shall be accompanied by the original invoice(s) for which charges were paid and by invoice payment information.
4. Regardless of the provisions of paragraphs (1), (2) and (3) of this section, the failure to provide sufficient information and documentation to allow Gordon Trucking to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, Gordon Trucking will proceed to

obtain the additional information required as described in Investigation of Claims and adjudicate as indicated.

## **5025 - Investigation of Claims**

- A. Upon receipt of a timely claim, Gordon Trucking will promptly initiate an investigation and establish a file, as set forth in Claim Records.
- B. In the event Gordon Trucking in processing the claim requires information or documents in addition to that submitted with the claim, Gordon Trucking will promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before Gordon Trucking becomes subject to the time limits for settling such claims.

## **5030 - Claim Records**

At the time a claim is received, Gordon Trucking will create a separate file, assign a successive claim file number, and note that the successive number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt required under Acknowledgment of Claims. If pertinent to the disposition of the claim, Gordon Trucking will also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

## **5035 - Acknowledgment of Claims**

Upon the receipt of a written claim, Gordon Trucking will acknowledge its receipt in writing to the claimant within thirty (30) days after the date of receipt, except where Gordon Trucking has paid or declined the claim in writing within that period. Gordon Trucking will include the date of receipt in its written acknowledgment and will also enter this date on the face of the written claim, which will be placed in the file for that claim. However, any failure to acknowledge a claim within thirty (30) days shall not enlarge or otherwise waive any limitations, rights or other provisions of this Rules Guide or which Gordon Trucking has under applicable law.

## **5040 - Disposition of Claims**

Gordon Trucking will pay, decline to pay, or settle each written claim within ninety (90) days after receipt, except where the claimant and Gordon Trucking agree in writing to a specific extension based upon extenuating circumstances. If Gordon Trucking declines to pay a claim or make settlement in an amount different from that sought, Gordon Trucking will notify claimant, in writing, of the reason(s) for its action, citing the authority under which the claim was denied or other pertinent information as a result of its investigation.

## **5045 - Third Party Audits**

If Shipper submits a claim based on a third party audit and Gordon Trucking determines that the third party audit company misapplied or misidentified a valid or legitimate rate or other charge, Gordon Trucking, Inc. reserves the right to charge the shipper a reasonable fee for the time Gordon Trucking, Inc. spent investigating such claim.

## **5046 – C-TPAT**

A joint government business initiative to build cooperative relationships that strengthen overall supply chain and border security. C-TPAT recognizes that Customs Border Protection (CBP) can

provide the highest level of security only through close cooperation with the ultimate owners of the supply chain, importers, Gordon Trucking, Inc.'s, brokers, warehouse operators and manufacturers. Through this initiative, CBP asks businesses to ensure the integrity of their security practices and communicate their security guidelines to their business partners within the supply chain. Gordon Trucking Inc. has been a C-TPAT certified Gordon Trucking, Inc. since June of 2005. Any customer shipping across borders must either be C-TPAT certified or in the progress of certification. Partners in Protection (PIP) certification will also suffice as in June 28, 2008 under the Security and Prosperity Partnership of North America, the Government of Canada signed an arrangement with the U.S. Customs and Border Protection to be compatible with the C-TPAT program.

## **5047 - Bankruptcy**

Shipper must notify Gordon Trucking if it intends to file or does file for Bankruptcy. To the extent allowable under applicable law, Shipper shall name Gordon Trucking, Inc. as a critical vendor.

## **6000 – Availability of Standard Rules Guide**

Any provisions of this Rules Guide are available upon request by calling Gordon Trucking's marketing department at 800-426-8486 option 2. E-mail requests can be sent to [marketing@gordontrucking.com](mailto:marketing@gordontrucking.com)