

Oakline Transportation, LLC.
OTLK 101
Effective 01/01/11

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Rule 200

Services needed as described below pertaining to the transportation of freight from pick-up to delivery. Unless prior arrangements have been agreed to in writing set charges will apply. Charges listed below are the minimum amounts to be charged and special circumstances could create higher charges.

EFFECTIVE: JANUARY 1ST, 2011

LIFTGATE / PALLET JACK DELIVERY	\$45.00 MIN UP TO 2500 LBS	\$75.00 FLAT 2501 TO 7500 LBS	\$150.00 MAX 7501 LBS AND UP
INSIDE / MALL DELIVERY	\$32.00 MIN OR \$4.00 CWT / MAX \$250.00		
RESIDENTIAL DELIVERY	\$50.00 FLAT		
C.O.D. FEES	\$50.00 MIN OR 4.5% / MAX \$350.00		
REDELIVERY	\$48.00 MINIMUM		
APPOINTMENT / NOTIFY BEFORE DELIVERY CHARGE	\$15.00		
RE-CONSIGNMENT /CHARGES TO DELIVERY RECEIPT	\$25.00 FLAT		
STORAGE	\$25.00 FLAT FOR FIRST 3 DAYS /\$10 PER PALLET PER DAY THEREAFTER		
ATTEMPTED PICK UP'S	\$50.00 FLAT PLUS WAITING TIME IF APPLICABLE		
EXTRA MAN PICK UP OR DELIVERY	\$75.00 PER MAN PER HOUR / MINIMUM OF 2 HRS		
HIGH RISE PICK UP OR DELIVERY	\$35.00 MIN OR \$3.00 PER CWT / MAX \$275.00		
SATURDAY PICK UP OR DELIVERY	\$340.00 MINIMUM PLUS \$85.00 PER HOUR AFTER 4 HOURS		
TRADE SHOW PICK UP OR DELIVERY	\$85.00 PLUS WAITING TIME		
WAITING TIME	\$75 PER HOUR, 11 PALLETS OR LESS 30 MINUTES FREE, 12 PALLETS TO TRUCKLOAD 1 HOUR FREE NEGOTIATED AS NEEDED		
SPECIAL HANDLING CHARGES			
AFTER HOURS PICK UP OR DELIVERY CHARGE	REGULAR HOURS 7AM 5PM MONDAY THRU FRIDAY ANY TIME OTHER THAN THOSE HOURS / EXTRA CHARGE OF \$85.00		
REMOTE / LIMITED ACCESS	\$50.00 FLAT		
DELIVERY			
REPALLETIZE FREIGHT	\$.25 PER CTN + COST OF PALLETS (IF NEEDED)		
SORT & SEGREGATION	\$50.00 MINIMUM/ \$.50 PER CTN / MAX \$350.00		
SECURITY CLEARANCE REQUIRED DELIVERIES	\$42.50 FLAT, APPLICABLE TO DELIVERIES TO AIRPORTS, GOVERNMENT FACILITIES, OR LOCATIONS THAT REQUIRE ON SITE SECURITY CLEARANCE FOR DELIVERY		
BLIND SHIPMENTS	\$40.00 FLAT		
EXCESSIVE VALUE / INSURANCE	\$35.00 MINIMUM, \$1.50 PER \$100.00 OR FRACTION THEREOF WORTH OF EXCESS VALUE COVERAGE		

Additional Services

Rule 220

1) Oakline Transportation will at its own discretion authorize additional service when a representative of the authorizing party is not reachable if the following occurs.

A) Freight tendered is at the delivery location and additional services are needed to unload the shipment, before 8:00 am PST.

B) Transportation of other shipments will be delayed or damaged.

C) It would be cost effect for all parties involved.

2) Additional charges from a third party incurred by a shipment will be charged back to the shipper/bill to.

3) All additional charges are the ultimate responsibility of the shipper/bill to section 7 will not be honored

Bill Of Lading

Rule 250

- 1) All bills of lading, regardless of form and by whom prepared, are considered issued by Oakline when it provides service as a freight forwarder.
- 2) The terms and conditions in Oakline's general Bill of Lading shall apply regardless of the form, which maybe used. In the event of conflict between Bills of Lading the Oakline Bill of Lading will take precedence.
- 3) Oakline general Bill of Lading: **Rule 250**

**Straight Bill of Lading
Original – Not Negotiable**

Date:



9101 Sorensen Ave.
Santa Fe Springs, CA 90670
Phone 562-941-0400
Fax 562-941-0440

SHIP FROM

Name:
Address:
City/State/Zip:
SID#: _____ FOB:

Bill of Lading Number:
P.O. Number:
S.O. Number:
Reference Number:

SHIP TO

Name: _____ Location #: _____
Address:
City/State/Zip:
CID#: _____ FOB:

CARRIER NAME:

Trailer number:
Seal number(s):

SCAC:
Pro number:

THIRD PARTY FREIGHT CHARGES BILL TO:

Name:
Address:
City/State/Zip:

Freight Charge Terms:

(freight charges are prepaid unless marked otherwise)
Prepaid _____ Collect _____ 3rd Party _____

SPECIAL INSTRUCTIONS:

(check box) Master Bill of Lading: with attached underlying Bills of Lading

CUSTOMER ORDER INFORMATION

CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/SLIP (CIRCLE ONE)		ADDITIONAL SHIPPER INFO
			Y	N	
			Y	N	
			Y	N	
			Y	N	
			Y	N	
GRAND TOTAL					

CARRIER INFORMATION

HANDLING UNIT		PACKAGE		WEIGHT	H.M. (X)	COMMODITY DESCRIPTION <small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC Item 380.</small>	LTL ONLY	
QTY	TYPE	QTY	TYPE				NMFC #	CLASS
						GRAND TOTAL		

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

COD Amount: \$ _____
Fee Terms: Collect: Prepaid:
Customer check acceptable:

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

The Shipper hereby releases the property to the carrier at a value of \$2.00 per pound, subject to a \$50.00 minimum. All Truckloads will have a maximum of \$100,000.00 cargo liability coverage. Unless a higher declared value is acknowledged and paid for. Acceptance of the agreement shall be valid upon shipment.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature _____ Shipper

SHIPPER SIGNATURE / DATE

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. DOT.

Trailer Loaded:

By Shipper
 By Driver

Freight Counted:

By Shipper
 By Driver/pallets said to contain
 By Driver/Pieces

CARRIER SIGNATURE / PICKUP DATE

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted.

Authorities

Rule 280

Oakline Transportation, LLC. ("**Oakline**") is registered as a freight forwarder and a broker.

Freight Forwarding Permit



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
October 16, 2007

PERMIT

FF-7424-P

OAKLINE TRANSPORTATION, LLC
SOUTH GATE, CA

This Permit is evidence of the carrier's authority to engage in operations as a **freight forwarder of property (except household goods)**.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

This Permit will remain in force until revoked as provided by the Federal Motor Carrier Safety Administration.

A handwritten signature in cursive script that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

PPF

Brokerage Bond

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 400 7th St., SW, Washington, DC 20590.

B. M. C. 85

FILER FMCSA

ACCOUNT NO. 22512

Approved by OMB

2126-0017

License No.

MC- 615585

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Oakline Transportation, LLC

of 2385 Buena Vista St. Irwindale, CA 91010
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and PACIFIC FINANCIAL ASSOCIATION, INC.
(Name of Trustee)

a financial institution created and existing under the laws of the State of California
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U. S. C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor, and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000. 00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

Classification

Rule 300

Oakline is a member of the National Motor Freight Classification. All shipments will be classified according to specific requirements of the NMF 100 series. Any shipment that exceeds standard pallet dimensions (48x48x96) and or 2,000lbs is subject to a cubic/linear rate charge. Any shipment whose classification does not meet the standard cubic pounds per cubic foot guideline is subject to the guidelines classification. Any bill of lading without an item number or description of the product will be classified according to the cubic foot guideline. Any shipper with a tiered FAK structure that does not provide classification information will be rated at the highest FAK structure.

2) Pounds per cubic foot guideline

LBS per cuft	Classification
1<2	300
2<4	250
4<6	150
6<8	125
8<10	100
10<12	92.5
12<15	85
15<22	70
22<30	65
30>	60
35>	55

Claims

Rule 320

- 1) An intent to claim must be filed in writing and received by Oakline Transportation, LLC. within 14 days of delivery, for all types of claims. The claim itself must be filed within 9 months of date of delivery.
- 2) All claims filed are subject to review, inspection and salvage
- 3) All claims shall not exceed replacement cost. All valuation shall not exceed release value for the item provided.
- 4) One of a kind shipments, prototypes or rare commodities will be valued by its commodity and shall not exceed \$1.00 per lb, unless additional insurance is purchased
- 5) All shipments whether on an Oakline BOL, or on a shippers BOL that Oakline handles will automatically have a maximum release value as seen in the table below. If a shipper does not have a tariff on file with Frontline the shipment will automatically default to \$1.00 per lb, regardless of the BOL it is written on. In no case, shall Oakline's liability exceed \$100,000 per shipment.
- 6) Additional insurance is available, however it must be declared on the BOL and additional charges paid to cover the added value.
- 7) Claims can only be reconciled if the original freight bill has been paid in full. If a freight bill is delinquent or unpaid any and all claims pertaining to the unpaid bill will be declined.
- 8) Oakline will not be responsible for claims that arise from delays in transit. Any shipment claim resulting from weather, act of god, or other circumstance beyond our control, including the **shipper/bill to's** failure to notify of special circumstances will not be the responsibility of Oakline.
- 9) Oakline Transportation, LLC. reserves the right to process claims at the FAK discounted class based on the customers tariff, true class will not apply when an FAK discount has been agreed upon.
- 10) Oakline Transportation, LLC. shall not be liable for shippers act of default or deception, including but not limited to: insufficient packaging, securing, marking or addressing of freight, and omission of any pertinent shipment information.

11) Standard release values for claims will apply as seen below:

Rated Class	Maximum Liability (Per Lbs)
50	\$1.00
55	\$2.00
60	\$3.00
65	\$4.00
70 or 77.5	\$7.50
85	\$10.00
92.5 or 100	\$12.00
110 or 125	\$14.00
150 or higher	\$17.50

Rule 320A

STANDARD FORM FOR PRESENTATION OF LOSS AND DAMAGE CLAIM

To: _____ (Name of Carrier) _____ (Date)
 _____ (Street Address) _____ (Claimant's Number)
 _____ (City, State) _____ (Carrier's Name)

This claim for \$ _____ is made against your company for Damage Loss in connection with the following described shipment:

_____ (Shipper's Name)	_____ (Consignee's Name)
_____ (Point Shipped From)	_____ (Final Destination)
_____ (Name of Carrier Issuing Bill of Lading)	_____ (Name of Delivering Carrier)
_____ (Date of Bill of Lading)	_____ (Date of Delivery)
_____ (Routing of Shipment)	_____ (Delivering Carrier's Freight Bill No.)

If shipment re-consigned en route, state particulars: _____

DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED IS DETERMINED

(Number and description of articles, nature and extent of loss or damage, invoice price of articles, amount of claim, etc. ALL DISCOUNT and ALLOWANCES MUST BE SHOWN.)

NAFED Item No. of commodity lost or damaged _____	Total Amount Claimed _____

The following documents are submitted in support of this claim:

- | | |
|--|---|
| <input type="checkbox"/> Original Bill of Lading
<input type="checkbox"/> Original paid freight bill or other carrier document bearing notation of loss or damage if not shown on freight bill.
<input type="checkbox"/> Carrier's Inspection Report Form (Concealed loss or damage) | <input type="checkbox"/> Original invoice or certified copy
<input type="checkbox"/> Shipper's concealed loss or damage form
<input type="checkbox"/> Consignee's concealed loss or damage form
<input type="checkbox"/> Other particulars obtainable in proof of loss or damage claimed |
|--|---|

(Note: The absence of any document called for in connection with this claim must be explained. When impossible for claimants to produce original bill of lading, or paid freight bill, a bond of indemnity must be given to protect carrier against duplicate claim supported by original documents.)

INDEMNITY AGREEMENT

In the absence of the Original Freight Bill and/or Original Bill of Lading, we agree to hold the above named carrier to whom this claim is presented and any other participating carrier, harmless and indemnified against any and all lawful claims which may be made against it or them arising out of the same shipment and will pay to the said carrier and any participating carrier(s) all losses, damages, costs, counsel fees or any other expenses which they or any of them may suffer or pay by reason of payment of our claim, herein described, without the surrender of the Original Freight Bill or Bill of Lading, as such was not provided and/or cannot be located.

The foregoing statements of facts is hereby certified as correct.

_____ (Date)	_____ (Claimant's Name)
	_____ (Signature)
	_____ (Company, Address, Title)

Rule 320B

Customer Claim Service Guide

1. WHAT IS A CLAIM?

A claim is a written statement

- Identifying a specific shipment, and a description of any loss or damage pertaining to the shipment
- Requesting a specific sum of money
- Giving a reason(s) why Oakline Transportation, LLC. should be held liable.

2. CLAIMS FORMS

Claims forms may be obtained by request please call Oakline at 562-941-0400,

3. WHEN AND WHERE TO FILE A CLAIM

Claims should be filled promptly once loss or damage is discovered. The time limits for filling are as follows:

If exceptions are noted at the time of delivery, you have (9) months to file a claim.

If exceptions are not noted at the time of delivery, you have (14) days to notify Oakline.

Send your claim to:

Oakline Transportation, LLC

9101 Sorensen Ave

Santa Fe Springs, CA 90670

4. WHO SHOULD FILE THE CLAIM

A claim may be filed by the shipper, consignee, owner of the goods, or bill to. Be sure to clearly indicate on the claim form the name and complete address of the claimant. Include a telephone number, fax number and e-mail address (if available) to assist in prompt conclusion of the claim.

5. DOCUMENTS

A. BILL OF LADING

The original Bill of lading serves as evidence of the receipt, as well as the kind, quantity, and apparent condition of the goods.

B PAID FREIGHT BILL

Include the original paid freight bill or a signed statement verifying freight charges have been paid in full on the shipment against which the claim has been filed.

For a claim to be concluded, all freight charges must be paid.

C ORIGINAL INVOICE

A complete original invoice verifies the claimed amount does not exceed the terms of sale (value of good at destination), and excludes any prospective profit.

The original invoice must disclose all discounts and allowances if any. A clear photocopy of the complete original invoice is acceptable.

D REPAIR INVOICE

(if applicable)

When submitting a repair invoice, include a breakdown of hours, labor rate, and materials.

E INSPECTION REPORT

(if applicable)

6. CONCEALED LOSS OR DAMAGE

A clear delivery receipt is evidence of a delivery in good condition. Loss or damage to contents of a shipping container which could not have been noted at time of delivery is considered concealed loss/ damage. In order for this type of a claim to be considered, the claimant must provide conclusive evidence that the damage or shortage occurred while the shipment was in the possession of the carrier. When the damage to contents of a shipping container is discovered by the consignee that could not have been determined at time of delivery, it must be reported by the shipper or consignee to Oakline by contacting the local terminal or calling 562-941-0400 within fourteen (14) days of delivery; a request for inspection should be made at that time. All merchandise must be maintained in the original shipping container, in the same condition it was in when the loss or damage was discovered.

7. INSPECTION BY OAKLINE TRANSPORTATION, LLC.

Inspection of damaged shipments may be required by calling the local Oakline terminal or 562-941-0400. Inspection by Oakline will be made promptly and, normally within five (5) working days after receipt of request. Inspector will check contents of package against invoice, weigh the shipping container and contents, or conduct additional investigation to establish a loss has occurred. In either case the inspection will be limited to a factual report. A written report of Oakline's findings will be made in duplicate with copy of the report going to the consignee.

8. BURDENS OF PROOF

The claimants must establish three things.

- A. The carrier received the freight in good condition at origin
- B. The freight was short or damaged when received at destination
- C. The dollar amount of loss or damage

9. ABOUT PAYING THE FREIGHT BILL

Payment of freight charges may not be delayed due to alleged loss or damage. Charges should be paid in full and the portion applicable to lost or damaged item included in the freight claim. The following are important points to remember

- A. Claims and freight charges are two entirely different transactions
- B. Surface Transportation Board regulations prohibit withholding payment of freight charges due to a pending claim (Administrative Ruling No. 128).
- C. Without payment of freight charges the transportation contract has not been completed. A valid claim must not be paid until freight charges are paid.

10. SALVAGE RETENTION

Salvage must be retained until the claim is resolved, or until the claimant gives disposition to the carrier. (See item 300150 of the N.M.F.C.) If Oakline Transportation, LLC. pays a claim for loss or damage, the salvageable goods will become the sole property of Oakline Transportation, LLC.

11. IF THE CLAIM IS DECLINED

If the claimant has additional information, a rebuttal letter should be sent to the Claims Department. The rebuttal letter should clearly indicate why the claimant believes the claim payment should be reconsidered and include any evidence or documentation not previously submitted. Always refer to the assigned claim number when corresponding with the Claims Department. Any communications to Claims Department should be addressed to:

Oakline Transportation, LLC.
9101 Sorensen Ave
Santa Fe Springs, CA 90670

12. CLAIMS STATUS

The majority of claims are concluded within (90) ninety calendar days, from the date of receipt to Oakline's claims department. The claimant will receive an acknowledgement letter containing the assigned claim number. To check on a status of a claim call the Oakline's claims office 562-941-0400

13. CLAIM FILING CHECKLIST

Prior to submitting your claim, please ensure it includes the following information: The claim must be in writing and specifies a dollar amount, reason for the claim (loss or damage), pro number and date of shipment, claimant name and address. Do not submit more than one claim on each claim form.

B. If exceptions are noted at the time of delivery, you have (9) months to file a claim. If exceptions are not noted at the time of delivery, you have (14) days to notify Oakline.

C. The following documents should be included when filing a claim:

- Bill of Lading
- Verification of paid freight charges
- Complete original invoice, showing all discounts
- Repair invoice (if applicable)
- Inspection report (if applicable)

Shipments of any used or refurbished articles will be accepted by Oakline only when the entire shipment is released to a value not exceeding \$0.10 per pound per article. If the shipper fails or declines to execute the released valuation

statement or designates a value exceeding \$0.10 per pound per article, the shipment will not be accepted. If the shipment is inadvertently accepted by Oakline Transportation, LLC., the released valuation shall be \$0.10 per pound per article and the shipment shall move from origin to destination at that released value.

C.O.D. Shipments

Rule 340

- 1) A C.O.D. is a collection of funds from the consignee for the goods shipped, these funds must be made payable to the shipper and or bill to party.
- 2) C.O.D. shipment charges are \$50.00 min or 4.5% of the C.O.D. value, max \$350.00
- 3) The name and address of the consignor and or receiver of the C.O.D. payment must be clearly stated on original bill of lading.
- 4) The name, address, and phone number of the consignee must be clearly stated on the original bill of lading.
- 5) The letters and or word C.O.D. must be stamped or highlighted on the original bill of lading.
- 6) Only one C.O.D. may be collected per bill of lading.
- 7) Oakline Transportation and or it's agents, will accept checks only as an agent of the consignor. Oakline's responsibility is limited to forwarding these checks to the consignor.
- 8) No cash will be accepted for C.O.D. payment, only checks, cashiers checks, or certified funds. Company checks can be collected from the consignee for C.O.D. payment however approval by the consignor must be received in writing prior to collection.
- 9) Oakline's only financial responsibility for C.O.D. shipments is the payment of a replacement check or the stop payment of a lost check that has been tendered to Oakline and or its agents.
- 10) All C.O.D. shipments are shipped at the consignors responsibility, Oakline

Transportation, LLC. cannot and will not be held liable for the non-collection of appropriate funds.

Freight Charges Collect on Delivery (FCCOD)

Rule 350

- 1) Freight charges collect on Delivery (FCCOD) is for the payment of freight charges due by the consignee at the time of delivery for said freight.
- 2) The original bill of lading must have the appropriate payment terms marked and noted by the shipper of the goods if the freight charges are to be collected from the consignee.
- 3) The payment of freight charges changed from prepaid to collect will not be accepted once the freight has been tendered to Oakline Transportation, LLC.
- 4) Payment of Freight charges Collect on Delivery (FCCOD) will only be accepted in the following funds: Cash up to \$500.00 USD, Money orders, certified funds, or pre-approved company checks, personal checks, or credit card payments.
- 5) In the event that the consignees personal check, company check, or credit card payment is returned for insufficient funds or credit declined, Oakline shall make a good faith effort to collect from said consignee. In the event that Oakline's efforts fail, the shipper and or bill to party will be held liable for all freight charges, collection charges, insufficient funds charges from banks of lending institutions, and legal charges incurred.

Commingling Freight

Rule 350

- 1) The shipper agrees to, and hereby does authorize Oakline to commingle and transport the shipper's cargo with other cargo.
- 2) When commingling freight Oakline will do so, as not to deprive the shipper of needed or requested service.

Documentation Charge

Rule 400

1) All shipments crossing the border of the USA to any foreign country will be charged a documentation handling charge. This charge is assessed for the handling of the documentation and is entirely separate of any Bond, or Border customs charges incurred.

Fuel Surcharge

Rule 420

1) All shipments will be assessed a fuel surcharge on the transportation portion of their shipment when the nation fuel index surpasses 1.35 per gallon for diesel fuel.

2) The fuel surcharge will be determined by the national fuel average of the week the shipment originated. This surcharge can be seen on our web site at www.oaklinetrans.com

Hazardous Materials

Rule 440

- 1) Oakline is not licensed to handle any kind of hazardous materials.

Oversized Shipments

Rule 480

- 1) Oakline will consider any shipment oversized that exceed a standard pallet dimension of **48x48x96** or 2,000lbs.
- 2) Oversized shipments are subject to additional charges.
- 3) Any **single item that exceeds 96 inches in length** will be subject to a linear foot charge and are exempt from their classification. Any tariff that is not specifically written to cover this product will not be honored.
- 4) All shipments that are oversized should have a written quote provided prior to shipping; quotes given will not be honored should the dimensions of the product become larger than quoted.
- 5) Any shipment that is considered oversized will be rated at the sole discretion of Frontline's rating department if a prior quote was not obtained.

Payment / Terms

Rule 500

- 1) All shipments are accepted by Oakline on credit terms of payment within 21 days of shipping.
- 2) Oakline reserves the right to alter these terms or cancel credit on any customer that fails to abide by Oakline's guidelines.
- 3) All customers must have established credit with Oakline prior to shipping, and if a customer or bill to party does decide to ship without approved credit that order will move a (FCCOD) or freight charges paid for at the time of pickup.
- 4) Credit is at the sole discretion of Oakline and any customer that exceeds the terms of their credit will be subject to forfeiture of their discount and a credit hold on current and future shipments.
- 5) Any payment made to Oakline by check that is returned by the bank will be subject to a \$50.00 administration fee.
- 6) Any check that is returned to Oakline by the bank and is not replaced with a satisfactory form of payment to cover the check and administration fees will be subject to 3 times the amount of the check if court proceedings are needed.
- 7) Payments on invoices that are over 45 days will be subject to a 5% charge on the entire bill for each month their after.
- 8) Discounts are subject to forfeiture if an invoice is not paid within 60 days.
- 9) Any invoice that is delinquent and has been referred to collections or small claims court will have any additional charges applied to the invoiced amount.
- 10) Oakline reserves the right to hold the consignee liable for all unpaid charges incurred due to the shipper and or consignor failure to pay said charges.

Rates

Rule 520

- 1) All rates are quoted in US Funds unless otherwise stated in writing.
- 2) All LTL rates are based on availability and are void 7 days after being quoted.
- 3) Rates are based on weight, size, class and discount, footage and pallet positions and availability. When calling for a quote any changes in weight, size, class, footage, or pallet count will alter the rate.
- 4) Shipments that require additional service will have the additional charge added on to your rate quote.
- 5) All rates will be subject to the current **fuel surcharge** governed by **Rule 420**.
- 6) All Canadian shipments will be subject to a documentation handling charge **Rule 400**.
- 7) Oakline's rate base will be subject to any yearly increase implemented by Oakline to cover rising operating costs.
- 8) Rates based on truckloads, footage or pallet positions could change without notice and are reflective of current market conditions and availability.

Tariffs

Rule 540

- 1) All customers are required to have a Tariff on file, and credit established with Oakline Transportation, LLC prior to shipping. Any customer without a Tariff will be governed by a general rules tariff as seen under **rule 540A.**
- 2) Tariffs are good and in effect from the initial start date on the specified tariff. These tariffs will become void after 90 days of inactivity.
- 3) A tariff can be altered or amended at any time. When a tariff is altered or amended a new tariff will be issued with a new effective date.
- 4) Tariffs are not exempt from fuel surcharge increases or decreases unless specifically written into the tariff.
- 5) Tariffs are not exempt from general rate increases or decreases unless specifically written into the tariff.

Tarrifs

Rule 540A

EFFECTIVE DATE:

TARIFF: OTLK101

Company Name
Address
City / State / Zip
P# / F#

ACCOUNT #

The above company is a participant to this tariff to the extent of the provisions listed on this page and the governing rules tariff OTLK101 listed on line at: www.oaklinetrans.com

APPLICATION: Apply on all outbound Prepaid, Collect and Third Party Shipments

DISCOUNT:

MINIMUM CHARGE:

CLASSIFICATION:

COMMODITY DESCRIPTION: Items as listed in the National Motor Freight Classification (NMFC)

VOLUME RATE(S): Shipments Exceeding: 750 cubic feet / 12linear feet / 10,000 lbs will be subject to a maximum discount level of 50% unless special pricing has been approved in advance with a quote # provided.

SPECIAL PROVISIONS:

ADDITIONAL LOCATIONS:

Account Executive:

NOTE: EXCEPT AS OTHERWISE PROVIDED HEREIN, RATES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THE GOVERNING RULES TARIFF FCSY101. THIS CAN VIEWED ON LINE AT: www.oaklinetrans.com

Transit & Delays

Rule 560

1) All transit times are estimated times of delivery and are not expressed as any type of guarantee.

2) Transit times will be decrease or increase due to truck availability and freight volumes.

3) Oakline assumes no responsibility for delays caused by weather, mechanical breakdowns, Customs clearance, or acts of God.

4) Oakline assumes no responsibility for financial hardship incurred by shipments that have been delayed to delivery. Shipments with deadlines, or time restraints are the sole responsibility of the shipper. All charge backs or fines for late or missed appointments will be the responsibility of the shipper.

Untendered Freight

Rule 580

- 1) Oakline may impose a **minimum charge of \$50.00 USD** for any LTL dispatch where the shipper / bill to party cancels or changes the pickup time within one hour of the original scheduled pickup time.
- 2) Oakline may impose a **minimum charge of \$150.00 USD** on any truckload dispatch where the shipper / bill to party cancels or changes the pickup time within one hour of the original scheduled pickup time.

Volume Exception

Rule 590

1) Shipments exceeding 750 cubic feet, or 12 linear feet, or 10,000lbs will be subject to a **maximum discount level of 50%** unless special pricing has been approved in advance and a quote # provided in writing.

Weights & Inspections

Rule 600

- 1) All shipments are subject to correction of class as described in the NMFC 100 series.
- 2) All shipments are subject to inspection of weight and correction.
- 3) Any BOL without a description or classification of merchandise can be classified as a general commodity class 100.
- 4) All shipments are bound by Oakline's **Volume Exception Rule 590** and **Oversized Shipments Rule 480**, and these guidelines will be used at inspection.
- 5) Any reweigh change or classification change will have all applicable charges applied at the correct weight and or class.
- 6) Oakline reserves the right to apply a \$25.00 weight and inspection fee per shipment in violation of the applied rules and regulations governing tariff **OTLK 101**