



Knight Transportation, Inc.

MC# 227271

**TARIFF GOVERNING
RULES, REGULATIONS
AND SCOPE OF
OPERATIONS**

APPLICABLE ON SHIPMENTS BETWEEN POINTS IN THE UNITED STATES, CANADA,
and MEXICO and INTERMODAL SHIPMENTS

**This Tariff Applies on International, Interstate, and Intrastate
Traffic.**

EFFECTIVE: December 1, 2018

Issued by:

Knight Transportation, Inc.
20002 North 19th Avenue
Phoenix, AZ 85027
www.Knighttrans.com

PREFACE

The information contained in this Tariff are the sole property of Knight Transportation Inc. All rates and quotations are subject to periodic revisions, increases, and restructuring. Knight will make every effort to advise the user of record of any rate or information change, however, it is the user's responsibility to determine the current status of all previously received rates, quotations, and information.

Article I. DEFINITIONS

Section 1.01 "Authorized Personnel" means Knight personnel authorized to enter alter the terms of this Tariff which are limited to those with the title of CEO, President or Vice President, CFO, or General Counsel.

Section 1.02 "Broker" means Knight Logistics, LLC.

Section 1.03 "Carrier" means collectively the entities included below with associated SCAC Codes:

ENTITY	SCAC CODE
Knight Transportation, Inc.	KNIG
Knight Transportation Services, Inc.	KTPS
Knight Logistics, LLC	KNBK
Knight Transportation Midwest, Inc.	KTMW
Knight Refrigerated, LLC	KNIR
Knight Transportation, Inc. – Intermodal	KNIM
Knight Transportation – Dedicated	KNIB
Kool Trans, LLC	KTLF

Section 1.04 "Customer" means the entity with which Knight contracts or to which it provides services, including shippers, brokers, consignors, and consignees.

Section 1.05 "Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or any other day generally observed as a holiday by Knight at the point where the service is performed.

Section 1.06 "Knight" means collectively Carrier and Broker.

Section 1.07 "Payor" means Shipper on prepaid shipments (except when a third party has been designated on the original bill of lading), the consignee on collect shipments, or a third party (party other than Shipper or consignee) as designated on the original bill of lading.

Section 1.08 "Third-Party Carrier" or "TPC" means the carrier engaged by Broker to provide carriage services on behalf of Customer.

Section 1.09 “Tariff” means Tariff Governing Rules, Regulations and Scope of Operations or subsequently added, and any rates or charges contained herein, and/or rates and information in computerized data format.

Article II. GENERAL TERMS

Section 2.01 APPLICATION OF TARIFF

Each provision of this Tariff shall apply to each transportation agreement entered into by Knight unless expressly waived in a written agreement and signed by an Authorized Personnel.

Section 2.02 OPERATING AUTHORITY

Carrier has 48 state irregular route authorities within the United States. Copies of the operating certificate are available upon request.

Section 2.03 INTERPRETATION OF TARIFF

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and signed by an Authorized Personnel. This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment will apply to the shipment.

Section 2.04 SUBSEQUENT VERSIONS OF TARIFF

When this Tariff is amended, all shipments accepted by Knight after the amendment will be subject to the revision. The current version of the Tariff is available at Knight’s website at www.Knighttrans.com.

Section 2.05 NON-APPLICATION OF TARIFF

Where Knight has published a specific tariff for a Customer, the terms of that tariff shall apply in lieu of this Tariff.

Section 2.06 GOVERNING PUBLICATION

This Tariff is governed, except as otherwise provided herein, by the following described publications and by supplements thereto or successive reissues thereof.

Mileage	Rand McNally version 19
Zip Code	PerZip
HazMat	DOT 49 CFR Parts 106-180,1005

When an item is published in this Tariff covering the same service as an item published in a tariff

mentioned in this item, such item published herein, to the extent of its applicability, will apply in lieu of the items published in tariff's mentioned in this item.

Section 2.07 RATES AND SCHEDULES

The rules published in this Tariff are applicable to all shipments transported by Knight or TPCs unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b). Rates and schedules may be published in rate catalogues, on a shipper specific basis, or pursuant to a spot market rate quotation.

Section 2.08 INTERSTATE VS. INTRASTATE

The rules set forth in this Tariff shall apply to all shipments handled by Knight regardless of the origin or destination.

Section 2.09 MILEAGE GUIDE

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Customer utilizing the most recent edition of the following mileage guide: Rand McNally electronic mileage guide 19.01.

Section 2.10 BILLS OF LADING

The terms and conditions of the Standard Truckload Bill of Lading shall apply notwithstanding the use by Customer of any other bill of lading or shipping document. Drivers are not authorized to bind Knight to non-conforming bills of lading or execute bills of lading with alternative terms and conditions. Any terms, conditions, and provisions of such bill of lading shall be subject and subordinate to the terms, conditions, and provisions of this Tariff and, in the event of a conflict between the terms, conditions, and provisions of such bill of lading and this Tariff, the terms, conditions and provisions of this Tariff shall govern.

Date: _____		STANDARD TRUCKLOAD BILL OF LADING		Page _____
SHIP FROM				Bill of Lading Number: _____ <div style="border: 1px solid black; padding: 5px; text-align: center;">BAR CODE SPACE</div>
Name: _____		Address: _____		
City/State/Zip: _____		SID#: _____		
		FOB: _____		
SHIP TO				CARRIER NAME: _____ Trailer number: _____ Seal number(s): _____
Name: _____		Location #: _____		
Address: _____		City/State/Zip: _____		
CID#: _____		FOB: _____		
THIRD PARTY FREIGHT CHARGES BILL TO:				<div style="border: 1px solid black; padding: 5px; text-align: center;">BAR CODE SPACE</div>
Name: _____		Address: _____		
City/State/Zip: _____				
SPECIAL INSTRUCTIONS: _____		Freight Charge Terms: <u>(freight charges are prepaid unless marked otherwise)</u> Prepaid _____ Collect _____ 3 rd Party _____		
		<input type="checkbox"/> (check) Master Bill of Lading: with attached underlying Bills of Lading		
CUSTOMER ORDER INFORMATION				
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/SLIP <small>(CIRCLE ONE)</small>	ADDITIONAL SHIPPER INFO
			Y N	
			Y N	
			Y N	
			Y N	
			Y N	
GRAND TOTAL				
CARRIER INFORMATION				
HANDLING UNIT		PACKAGE		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.</small>
QTY	TYPE	QTY	TYPE	
				<div style="border: 1px solid black; padding: 5px; text-align: center;">RECEIVING STAMP SPACE</div>
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).				
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to the terms and conditions set forth on the reverse side hereon as well as to all applicable state and federal regulations.				The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Shipper Signature _____
SHIPPER SIGNATURE / DATE This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the 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 DOT emergency response guidebook or equivalent documentation in the vehicle. <small>Property described above is received in apparent good order, except as noted.</small>

STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS

§ 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(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, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, or resulting from a defect or vice in the property.

§ 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

§ 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine months after delivery of the property or in the case of failure to make delivery within 9 months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. Provided, That the carrier reimburse the claimant for the premium paid thereon.

§ 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be stored in a public or licensed warehouse at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

§ 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

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

§ 7. (a) The consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

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

§ 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.

(b) If all or any part of said property is carried by water, and the loss is carried by water and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water.

Section 2.11 BILLS OF LADING, CONTRACTS & AUTHORITY

Where a bill of lading issued by the Customer is signed for by Carrier's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the entity to which to deliver. It is not a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the Customer will not constitute an implied acceptance by Knight.

Section 2.12 BROKERAGE AUTHORITY

Knight reserves the right to provide transportation service acting as a broker rather than acting as motor carrier. In the event Knight chooses to arrange carriage as Broker, Knight's liability and obligations will be as a broker and not a carrier. If, in the foregoing scenario, Knight is listed on the bill of lading as the carrier rather than as the broker, this is for convenience only and is not intended to indicate that the Broker is a carrier.

Section 2.13 CONVENIENCE INTERLINING

In order to provide the most efficient, economical service to the shipping public, Knight will utilize the service of the other named carriers participating in this Tariff or TPCs to achieve the transportation service required for tendered shipment, EXCEPT if bills of lading covering tendered shipments are noted by shippers that "convenience interlining not applicable," then convenience interlining will not be utilized. Interchange of freight of service will be at points common to the authorized service of Knight. Carrier or the TPC actually transporting the lading shall assume responsibility for the shipment accorded "convenience interlining".

Section 2.14 RATES & SCHEDULES

The rules published in this Tariff are applicable to all shipments transported by Carrier or arranged by Broker unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b). Rates and schedules may be published in rate catalogues, on a Customer specific basis, or pursuant to a spot market rate quotation.

Section 2.15 INDEMNITY

Knight agrees that it shall indemnify, defend, and hold harmless Customer, from and against any and all claims, lawsuits, judgments, losses, civil penalties, actions (administrative or judicial), liabilities, damages, fines, costs, and expenses incurred that arise out of Knight's services governed by this Tariff ("Claims"), only to the extent such Claims result from (a) the negligent acts or omissions or willful misconduct of Knight; and/or (b) breach by Knight of any of the matters covered by the representations and warranties in this Tariff.

Section 2.16 WAIVER

Knight's failure or delay in exercising any of its rights or enforcing any term of this Tariff will not constitute a waiver of Knight's rights to do so in the future. No waiver of any right of this Tariff will be considered valid unless in writing and signed by an Authorized Personnel.

Article III. OPERATIONS

Section 3.01 SERVICE STANDARDS

Knight does not offer guaranteed service on any shipments. On all shipments, freight will be delivered upon reasonable dispatch. Appointment times and notations such as “must deliver by” on the bill of lading are insufficient to alter the reasonable dispatch standard.

Section 3.02 EXCUSED SERVICES

- (a) Unless agreed to in writing signed by an Authorized Personnel, Knight reserves the right to refuse any shipment for any reason, including the unavailability of equipment. Knight is not obligated to perform accessorial services.
- (b) Any non-performance of its obligations outlined herein by Knight shall be excused to the extent said non-performance is caused by force majeure conditions beyond the reasonable control of Knight or TPC, including but not limited to fire or explosions, lockouts, strikes, labor shortage or disturbances, acts of God, including floods, tornadoes, earthquakes, unusually severe weather and natural disasters, war, insurrection, terrorism and/or acts of terrorism, riots, acts of the public enemy, acts of governmental authority, embargo, congestion or service issues affecting Knight or TPC, epidemics or quarantine restrictions, or other reason outside the reasonable control of Knight or TPC.

Section 3.03 PROHIBITED COMMODITIES

Knight will not accept the following commodities for transportation or storage:

- (a) Explosives Division 1.1 through 1.6.
- (b) Explosives Division 1.1 through 1.6, Class 7.
- (c) Garbage, trash and refuse including hazardous waste.
- (d) Any item that does not contain the proper UN (United Nations) or DOT (Department of Transportation) safety labeling or the appropriate Emergency Response information in the form of a material safety data sheet, the appropriate Emergency Response Guidebook reference page or any other appropriate format authorized under 49 CFR 172.602(b).
- (e) Household goods and furniture.
- (f) Contraband artwork.

Section 3.04 SHIPPER LOAD & COUNT

Unless otherwise approved by an Authorized Personnel, all shipments will be loaded by the consignor and unloaded by the consignee. Knight’s drivers are instructed to sign bills of lading as “Shipper Load and Count” or “SLC.” Inadvertent omission of this notation will not result in a presumption of Knight liability for shortage or damage.

Section 3.05 APPOINTMENTS & PICKUP/DELIVERY TIMES

Pick-ups and deliveries will be during customer's normal business hours. Appointments will be made at no charge. Knight will not be liable for late deliveries or un-kept appointments. Consignee shall facilitate prompt unloading in the event of missed appointments.

The rates names herein include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

Section 3.06 TRAILERS

Knight makes no warranties and disclaims all implied warranties as to the suitability of any trailer presented for loading by Customer. Customer shall have the right to inspect any trailer supplied by Carrier or TPC prior to loading cargo thereon and may reject any trailer that does not meet its standards. In such instances, Knight may, at its option, replace the trailer or may reject the load tender. If Customer loads freight on any trailer supplied by Carrier or TPC hereunder, Customer will be deemed to have accepted such equipment as meeting all applicable requirements and standards, including, but not limited to, any requirements or standards as set forth in any food, drug, or cosmetics legislation, law, statute, code, and/or regulation.

Carrier or TPC may, for the convenience of its customers, drop trailers at a designated location. Customer assumes responsibility for loss of or damage to such trailers until such time as Carrier or TPC accepts the freight tendered on the dropped trailer. Knight has no liability for loss or damage to freight on a dropped trailer until such time as Carrier's or TPC's driver accepts such freight.

Section 3.07 HAZARDOUS MATERIAL

Over-the-road shipments of hazardous materials, wastes, or substances will be subject to the following requirements:

- (a) Customer must provide Knight at least 48 hours prior notice before providing any load information (i.e. shipper, origin, consignee, and destination).
- (b) Shipments which are delayed at any time due to restrictions by Customer, its agent, or any government body will be subject to a delay charge of \$750.00 per 24-hour period or fraction thereof. Charges will begin to accrue when the load is delayed and will cease when the load is cleared for transport.
- (c) Each hazardous materials load must be properly noted on the bill of lading. There will be a charge of \$250.00 per shipment.
- (d) When special permits are required by law, the cost of such permits shall be paid by the party paying the freight charges.

Customer shall pay all costs associated with the cleanup of Customer's material when such cleanup is the result of Customer's negligence. Such causes may include, but are not limited to, package failure, improper loading/securement, exceeding package outage/ullage limits, leaking packaging, overweight loading, etc.

Section 3.08 IMPORT & EXPORT FREIGHT

Knight assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by Canadian or Mexican customs. Knight does not represent and specifically disclaims any knowledge or expertise in proper customs clearance and inspection matters. Knight is not responsible for the acts or omission of any customs agent or its affiliated freight forwarder that may be selected for the purpose of clearing Customer's merchandise through customs. Knight will serve merely as a liaison between Customer and the customs agent (and the customs agent's freight forwarder) at Customer's request and only as a convenience to Customer. Carrier or TPC in possession of the cargo will not be liable for loss, damage, deterioration of the freight or delay in delivery due to the duration of the period required by customs clearance or inspection.

Section 3.09 ON-HAND SHIPMENTS

From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of Carrier or TPC is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Knight: (a) shall place the lading in public storage, if available, unless Knight receives contrary disposition instructions from Customer within twenty-four (24) hours, and (b) may offer the lading for public sale if disposition instructions are not given by Customer within ten (10) days of Knight's initial notification to Customer. In the case of perishable lading, Knight may dispose of the lading at a time and in a manner Knight deems appropriate. Customer will be responsible for storage costs and reasonable costs Carrier or TPC incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier or TPC incurs as a warehouseman, Knight shall remit the balance to Customer. If Customer gives Knight timely disposition instructions, Knight will use any commercially reasonable steps to abide by such instructions. Customer will pay Carrier's or TPC's costs and any additional transportation costs Carrier or TPC incurs in doing so.

Section 3.10 PACKAGING REQUIREMENT

Where packaging requirements are not otherwise provided by tariff or contract, the packaging requirements that are the custom and standard in the industry that are sufficient to withstand the rigors of ground transportation will apply.

Section 3.11 PACKING OR PACKAGING, BLOCKING, RACKS, STANDARDS, OR SUPPORTS

Any temporary blocking, flooring or lining, racks, pallets, standards, stakes or similar bracing, dunnage or support or other commonly used items not constituting a part of the truck when required to protect and make freight secure for shipment, will be furnished and installed at the expense of the Customer unless Knight has agreed, in writing, to supply said equipment free of charge. The weight of this equipment will be considered part of the shipment.

Section 3.12 RIGHT TO OPEN/INSPECT

Knight reserves the right to open/inspect any freight which has been accepted for shipment, including loads that have been sealed.

Section 3.13 SUBSTITUTED SERVICE

For its operating convenience, Knight reserves the right to hire other carriers as qualified subcontractors to provide all or part of given movements. Knight agrees to protect the rates set forth herein when substituted services are provided.

Section 3.14 WEIGHTS

Maximum weight per vehicle, including pallets and other shipping materials, will be 45,500 lbs.

Section 3.15 EQUIPMENT

Subject to Customer's right of refusal, Carrier will determine the utility of its equipment in relation to the customer's need. Unless otherwise agreed to in writing, Carrier's equipment is controlled and operated by Carrier's employees and owner operators only. Any other use or operation, without specific written authorization, is expressly prohibited. No Customer will have the right to the exclusive use of Carrier's equipment.

Section 3.16 FOOD SAFETY

For shipments subject to the Food Safety Modernization Act ("Act") and associated regulations, Customer must inform Knight, in writing, of applicable transportation protocols including, but not limited to, any equipment, seal, temperature, or delivery deadline requirements and all information prescribed in 21 C.F.R. § 1.908(b). An Authorized Personnel must agree, in writing, to the proposed protocols. Protocols provided in a bill of lading or other shipping document are not sufficient to trigger Knight's obligations under the Act. If Customer fails to comply with these requirements, Knight will be unable to comply with its responsibilities under the Act and will not be liable for loss or damage to cargo resulting therefrom. Customer will defend, indemnify, and hold Knight harmless from claims arising from Customer's failure to comply with the requirements of this section.

Article IV. ACCESSORIAL CHARGES

Section 4.01 GENERAL

Accessorials may be performed by contractors or other outside vendors who are not employed by Carrier or TPC. Knight is not liable for the performance of these outside parties. Knight reserves the right to bill and collect accessorial charges from the consignor or consignee which incurred

those charges.

Additional Capacity Charge	If a customer's weekly load count exceeds 1st quarters plus 10%, an additional surcharge will be added to the load if the origin area is at capacity.
CA Excise and Sales Tax on Fuel	For all customers utilizing a National fuel index, an additional charge of \$.06/mile in fuel surcharge will be incurred for all miles ran in CA. For our customers whose fuel surcharge is solely based off the DOE West Coast PADD an additional charge of \$.03/mile in fuel surcharge will be incurred for all miles ran in CA. Charges will be determined based upon customers prevailing mileage vendor or pre determined amount.
Congestion Charge	\$650 charge on shipments in New York City area (zip codes:100 - 108, 110-119).
Corrected BOL	If a corrected invoice is required due to incorrect bill of lading a charge of \$35 will apply.
Detention w/ Power	1 hour free time, \$80 per hour, \$20 for each additional 15 minutes or fraction thereof. Maximum charge \$600 per day, applies to all loading and unloading stops as well as OS&D issues.
Detention w/o Power	\$75 per day, or portion thereof, after 24 hours.
Equipment Ordered Not Used	\$450 or \$2.00 per mile from dispatch origin if greater.
Excess Trailer Pool Charge	\$50 per day, for each trailer requested over the contracted pool amount.
Fuel Surcharge	See Attached.
Hazardous Materials	A charge of \$250 over applicable line haul rate. Carrier must be notified at the time of tender.
Mexico Trailer Use	When Knight's trailers are pulled into Mexico by a Mexican/Interlining carrier, Knight's liability for cargo claims is limited to the extent of the Mexican/Interlining carrier's liability under Mexican Law.
Layover	\$650 per day for a single driver, \$900 per day for a team.
Load/Unload	SL&C and consignee unload. \$150 driver tailgate and pallet jack. \$0.35 per cwt, subject to \$200 minimum, 1 hour free time, \$200 per hour, \$50 for each additional 15 minutes or fraction thereof. Lumper charges will be charged at actual plus a \$25 administrative fees
Mileage Publication	The governing publication is PC Miler Practical.
OS&D	When OS&D issues arise through no fault of the Carrier, detention w/power, out of route miles and reconsignment charge will apply. All claims will be filed and processed in accordance with 49 CFR Part 370. Carrier shall be liable for cargo loss and damage in accordance with federal law (49 U.S.C. § 14706) with respect to all shipments.
Out of Route Miles	When point to point rates are published on a truckload basis out of route miles caused by intermediate stops the dollar amount will be divided by the miles from origin to destination and the resulting revenue per mile will be applied to all applicable miles

	with a minimum charge of \$2.00 per mile.
Payment Terms	Payment will be due within 30 days of delivery date. Payment for all invoices not received within 30 days of delivery date is subject to interest rate charge of 1.5% per month. There is a \$12 charge per invoice when paper bills are mailed with BOL images.
Proof of Delivery	At the customer's request a digitized image of the bill of lading shall accompany each freight bill at a charge of \$25 per bill. A charge of \$40 shall apply if customer request an original bill of lading.
Reconsignment	\$250 reconsignment charge. In addition if the new destination is within 150 miles of the consignee the same rate per mile will be used for all load miles. If over 150 miles a rate of \$2.00 per mile with a \$650 minimum will become applicable from point of origin to destination.
Redelivery	When a shipment is tendered for delivery and through no fault of the carrier the original delivery cannot be accomplished, a charge of \$2.00 per mile, subject to a minimum charge of \$250 plus applicable detention.
Released Value	Carrier will not be liable for cargo losses in excess of \$100,000 per truckload. See attached Cargo Liability Agreement
Returned Shipments	If returned to origin and no rates are published, the rate will be \$2.00 per mile with a \$650 minimum.
Stops in Transit	\$100 for first stop, \$150 for second, \$250 for third, \$400 for fourth and each stop thereafter.
Team Service	An additional \$0.20 per mile will apply.
Toll Surcharge	For freight terminating within the states of CT, MA, ME, NH, NJ, NY, PA,, RI, and VT a charge of \$20.00 will be incurred.

Section 4.02 FUEL SURCHARGE

The Department of Energy reports the diesel fuel price index on the first business day of each week and the surcharge will be adjusted effective the day following the DOE announcement. For a fuel index issued Monday, the fuel adjustment for that week will be effective for shipments picked up on Tuesday; for a fuel index issued on Tuesday, the fuel adjustment for that week will be effective for shipments picked up on Wednesday

The fuel surcharge remains fixed during the course of the shipment. Average of DOE West Coast PADD V and the California Price applies to all loads with origin and/or destination in AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, or WY. Average of DOE New England PADD 1A and the DOE Central Atlantic PADD 1B applies to all loads with the origin and/or destination in CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, or VT. All other loads the DOE U.S. Average will apply.

This matrix extends indefinitely - for every 5 cent increase in fuel price add 1 cent to the fuel surcharge.

From:		To:		Per Mile:
1.060		1.109		0.01
1.110		1.159		0.02
1.160		1.209		0.03
1.210		1.259		0.04
1.260		1.309		0.05
1.310		1.359		0.06
1.360		1.409		0.07
1.410		1.459		0.08
1.510		1.559		0.10
1.560		1.609		0.11
1.610		1.659		0.12
1.660		1.709		0.13
1.710		1.759		0.14
1.760		1.809		0.15
1.810		1.859		0.16
1.860		1.909		0.17
1.910		1.959		0.18
1.960		2.009		0.19
2.010		2.059		0.20
2.060		2.109		0.21
2.110		2.159		0.22
2.160		2.209		0.23
2.210		2.259		0.24
2.260		2.309		0.25
2.310		2.359		0.26
2.360		2.409		0.27
2.410		2.459		0.28
2.460		2.509		0.29
2.510		2.559		0.30
2.560		2.609		0.31
2.610		2.659		0.32
2.660		2.709		0.33
2.710		2.759		0.34
2.760		2.809		0.35
2.810		2.859		0.36
2.860		2.909		0.37
2.910		2.959		0.38
2.960		3.009		0.39
3.010		3.059		0.40
3.060		3.109		0.41
3.110		3.159		0.42
3.160		3.209		0.43

3.210		3.259		0.44
3.260		3.309		0.45
3.310		3.359		0.46
3.360		3.409		0.47
3.410		3.459		0.48
3.460		3.509		0.49
3.510		3.559		0.50
3.560		3.609		0.51
3.610		3.659		0.52
3.660		3.709		0.53
3.710		3.759		0.54
3.760		3.809		0.55
3.810		3.859		0.56
3.860		3.909		0.57
3.910		3.959		0.58
3.960		4.009		0.59
4.010		4.059		0.60
4.060		4.109		0.61
4.110		4.159		0.62

Article V. FREIGHT CLAIMS

Section 5.01 CLAIMS LIABILITY

The rules set forth in this Tariff will apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for claims will be governed by 49 USC § 14706 or, where applicable, the Carriage of Goods by Sea Act. Broker shall not be liable for any cargo claim caused by a TPC, and Customer agrees to institute the claims process against the applicable TPC rather than against Broker.

Carrier's and TPC's monetary liability for cargo loss or damage will not exceed \$100,000 per truckload. The measure of damages for loss of or physical damage to the cargo shall be the invoice value of the lading, or in the absence of an invoice, wholesale destination value. Neither Carrier nor TPC will be liable for any cargo loss or damage of any kind caused by an act of God, the public enemy, terrorist attack(s) and/or act(s) of terrorism, the authority of law, inherent vice or nature of the cargo, the acts or omissions of Customer, its agents, employees, customers/clients, consignees, or consignors, or other causes beyond Carrier's or TPC's reasonable control. Transportation costs will not be considered part of the claim if the claim is for invoice value of the goods.

Section 5.02 CHOICE OF RATE

If Customer asserts that the value of the cargo on a particular shipment exceeds \$100,000, Customer shall advise Knight no less than twenty-four (24) hours before the time of tendering a load. Knight may refuse the load or secure additional cargo insurance in the amount of liability

Customer claims, the cost of which will be invoiced to Customer as part of freight charges. Customer shall also note any separately agreed value on the freight documentation form utilized for the delivery of freight. Any increase in Carrier's or TPC's cargo liability above \$100,000 must be approved in writing by an Authorized Personnel in order for the increase to be effective against the applicable party. If the value of the cargo shipped by Customer consistently exceeds \$100,000, the parties shall agree in writing to an alternate cargo insurance amount, which will be reflected in freight charges otherwise assessed.

Section 5.03 CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 et seq.) which will govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

- (a) Claims for loss or damage must be filed by Customer within 9 months after the scheduled delivery of the property.
- (b) Upon receipt in writing of a proper claim in the manner and form described in these regulations, Carrier or TPC shall acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by such party, unless such party pays or declines such claim in writing within thirty (30) days of the receipt thereof.
- (c) Carrier or TPC shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by such party; except that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, such party shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon.
- (d) Any suit to recover loss to damage or delay to cargo must be instituted by Customer no later than two years and one day from the date that disallowance of the claim is received by the owner of the cargo.

Section 5.04 LATENT DAMAGE

Carrier and TPC will not be responsible for or required to identify latent damage or defect of the cargo that is not observable through reasonable visual inspection by Carrier or TPC.

Section 5.05 CLEAR DELIVERY

When Customer receives a shipment without noting loss or damage, such will be deemed a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of Carrier or TPC.

Section 5.06 FAK RATES

Where a FAK classification is allowed in any Contract Agreement and the NMFC 100 series provides for a released value for a commodity being shipped, Shipper must release the shipment to the lowest possible valuation according to the NMFC 100 tariff. Any applicable FAK class allowed is for rating purposes only and does not reflect any agreement by Knight to allow a higher valuation on commodities being shipped.

Section 5.07 SALVAGE

- (a) Whenever property transported by Carrier or TPC is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the Customer, Carrier or TPC, as applicable, shall undertake to sell or dispose of such property directly or by the employment of competent salvage agent unless advised to the contrary after giving reasonable notice. Carrier or TPC will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier or TPC shall 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 thereon.
- (b) To the extent that Customer asserts that the goods should be destroyed, Carrier or TPC remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.
- (c) If Carrier or TPC is retained by Customer to return damaged cargo for repair, salvage, or scrapping, Customer agrees to pay Carrier or TPC freight charges otherwise provided in this Tariff, or at a negotiated rate to be reduced to writing.

Section 5.08 SEALED TRAILERS

Conclusive evidence against any claim of shortage will exist if Carrier or TPC takes possession of a sealed trailer and delivers the trailer with seal in-tact (absent evidence of tampering with the trailer, doors, or hinges). Claims for an absent or missing seal may only be asserted by the Customer if the Customer has adequate procedures in place for verifying that the seal was in place when the trailer left origin and only when there is proof of actual damage to the goods, verified by testing or other procedures. Carrier or TPC will have no liability for cargo loss, damage, or shortage where any seal is removed by order of any law enforcement or governmental authority.

Section 5.09 CARGO SHORTAGE

Carrier or TPC will not be responsible for shortage on shipments that are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee.

Section 5.10 SPECIAL, CONSEQUENTIAL & PUNITIVE DAMAGES

In no event will Carrier or TPC be liable for special, incidental, indirect or consequential damages including, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Customer. Unless otherwise agreed to in writing by an Authorized

Personnel, Carrier or TPC will not be liable for attorney's fees of the Shipper.

Section 5.11 SPOTTED EQUIPMENT

Carrier's or TPC's responsibility for cargo begins when such party takes physical possession of the loaded trailer. Carrier's or TPC's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the Customer's premises for its unloading convenience.

Section 5.12 INTERPLANT MOVES

Knight's liability for loss, damage or destruction of any goods shipped on an Interplant Move will be limited to \$2.00 per pound per package. An Interplant Move is a shipment by a company from one of its facilities to one or more of its other facilities or facilities of its divisions or subsidiaries of any items that are not manufactured or distributed by the company as part of its normal business operations. Facilities of a company include, but are not limited to, its offices, warehouses, distribution centers or manufacturing facilities.

Section 5.13 RETURNED GOODS

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

Article VI. FREIGHT CHARGES & COLLECTIONS

Section 6.01 FREIGHT CHARGES

- (a) Any Customer must meet creditworthiness requirements or the shipment must be prepaid by the Customer.
- (b) Invoices for freight will, upon request be forwarded to third party freight services, however, it is the responsibility of the party designated on the bill of lading as shipper (for prepaid shipments) or consignee (for collect shipments) to ensure payment is made within the prescribed credit period.
- (c) It is the payor's responsibility to ensure accurate and updated rates are supplied to the freight payment service. The name, address and any account numbers of the freight service plan must be clearly stated on the bill of lading.
- (d) For third party payment shipments, Knight will invoice the Customer's broker, bank or other agent for freight charges. Knight reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payments of freight charges is not received pursuant to third party billing.
- (e) A shipment in which charges are to be paid by a party other than the consignor or con-

signee will be accepted provided that the respective consignor or consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit terms. Any such shipment will not be accepted if the consignor executes a non-recourse provision of the bill of lading. If such a provision is executed and the shipment is inadvertently accepted, the non-recourse provision will be void and unenforceable against Knight.

Section 6.02 PAYMENT OF CHARGES

Customer shall pay Knight in full, within 15 calendar days of receipt of Knight's invoice, for all transportation and related services according to the addendum(s) and schedule(s) of rates negotiated between Knight and Customer and included by reference herein. Customer shall not set-off charges otherwise due to Carrier hereunder as to any claims arising under this Tariff, including, but not limited to, claims based on disputed invoices, cargo loss, or cargo damage. In the event payment is not made within fifteen days, Customer agrees that interest will accrue daily and be made payable to Knight at the lesser of 1.5% per month or the maximum legal rate and, in addition, Customer may lose any discounts offered by Knight under any contract agreement.

Section 6.03 LIEN FOR FREIGHT CHARGES

Knight will have a possessory lien on shipments in its dominion and control for the payment of current and past due freight charges. Customer's goods will be held and sold pursuant to the lien provisions of the Uniform Commercial Code. Knight reserves the right to convert any shipment to a collect shipment.

Section 6.04 OVERCHARGES

Any claim for overcharges/duplicate payments of freight bills must be submitted within 180 days of shipment date and must be submitted by the Payor of the freight charges. Processing of all such claims and legal actions to enforce timely filed claims will be in accordance with regulations codified at 49 CFR Part 378.

Article VII. INTERMODAL

Section 7.01 APPLICABILITY

This Section applies to all movements on intermodal equipment governed by the Uniform Intermodal Interchange Agreement or any substantially similar organization or arrangement. Unless otherwise stated in this Section, the provisions of the remainder of this Tariff continue to apply.

Section 7.02 ARRIVAL NOTICE

- (a) Actual tender of delivery at consignee's place constitutes notice of the arrival of a shipment.
- (b) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment: (1) The

notice will be given by telephone, if convenient and practicable; otherwise by mail or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment. (2) If the consignee's address is unknown to Knight, the notice will be mailed to him at the post office serving the point of destination shown on the Bill of Lading. (3) In the case of notification by mail, the notice will be deemed to have been given (that is, received by, the addressee) at 8:00 A.M. on the first business day after it was mailed.

Section 7.03 LOADING & UNLOADING OF CONTAINERS

Except as otherwise provided herein, the complete loading and/or unloading service, as the case may be, of the shipment including the count hereof must be performed by the Customer at its expense, without any assistance from Carrier or TPC. Carrier's or TPC's employee and power unit are to be released while loading and/or unloading is performed. At Carrier's or TPC's option, the applicable party's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.

- (a) The complete loading service includes the loading of the shipment into or on the container or trailer and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the Customer.
- (b) The complete unloading service means that the Customer must remove the shipment from the position in which it is transported in or on the container or trailer. The Customer will be responsible for removal of all packing materials, dunnage, blocking, bracing, nails and excess product or waste, etc. or will be subject to a \$100.00 cleanout fee.

Section 7.04 UNDELIVERED FREIGHT

- (a) If freight cannot be delivered because of the Customer's refusal or inability to accept it, or because Knight cannot locate the Customer, or if freight cannot be transported because of an error or omission on the part of the Customer, Knight will make a diligent effort to notify the Customer promptly that the freight is being stored and the reason therefor.
- (b) Undelivered shipments will be subject to storage.
- (c) On undelivered shipments, disposition instructions printed on the bill of lading, shipping label, or container will not be accepted as authority to reship, return, or reconsign a shipment.
- (d) Knight may elect to handle undelivered freight pursuant to the terms of this Tariff governing On Hand Freight.

Section 7.05 ACCESSORIALS FOR INTERMODAL SHIPMENTS

Cargo Liability:	\$100,000 release value
Detention, Box Charges	No charge for 1st 24hr period; then \$50.00 per 24 hr period or fraction thereof
Detention, Driver Charge	2 hrs free, \$80/hr after.

Diversions	\$150.00 per occurrence
Driver Hand load and/ or count & Unload:	\$175.00 per occurrence for single driver, \$215.00 per occurrence for team driver.
Fuel Surcharge	Changed every Tues based on DOE National average price
Holiday Pickup or Delivery	\$200.00 charge if customer requires the carrier to make a pick up or delivery on holidays, which cannot be accomplished within normal operating hours
Intermodal Railroad Ramp Storage Charge	Free time based on availability of scheduled arrival day plus one additional calendar day. Saturdays and Sundays are also in free time. After free time the charge is \$100.00 per calendar day
Layover, Overnight or Weekend:Overnight Weekend	Single - \$750 Team - \$1,500 ; Single - \$1,200 Team - \$ 2,400
Loaded Incorrect Box	\$150.00 per occurrence for loading an incorrect box (i.e. loading a trailer versus a container or visa versa)
Mechanical Load/Unload	Driver unload using pallet jack \$100.00 per occurrence
Misuse of Carrier Equipment Charge	Unauthorized uses of container \$400.00 per occurrence
New York City Surcharge	\$330 charge on shipments to/from New York City area (zip codes: 100-108, 110-119)
Reconsignment	\$150/ occurrence. Rate & miles computed in same manner as stop off shipment, except no free miles
Redelivery Charge	\$150/ occurrence. Rate & miles computed in same manner as stop off shipment, except no free miles
Stop Off Charge	\$150 for 1st Stop, \$300 for 2nd, \$500 for 3rd all subsequent stops.
Vehicle Requested, Not Used:	Loads cancelled less than 6 hours from scheduled pick up are subject to a charge of \$1.50 per mile with a minimum charge of \$350 from last destination designated pickup.
Hazmat Fee	\$300 per load

Section 7.06 INTERMODAL FUEL SURCHARGE

KNIGHT INTERMODAL INTERMODAL FUEL SURCHARGE FORMULA

The Department of Energy reports the diesel fuel price index on the first business day of each week and the surcharge will be adjusted effective the day following the DOE announcement. The DOE U.S. Average will apply.

Prices can be obtained by calling (202) 586-6966 option 1 or by visiting
http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp

From:	To:	Surcharge Percentage:
\$ 1.190	\$ 1.230	2.5%
\$ 1.240	\$ 1.270	3.0%
\$ 1.280	\$ 1.310	3.5%
\$ 1.320	\$ 1.350	4.0%
\$ 1.360	\$ 1.390	4.5%
\$ 1.400	\$ 1.430	5.0%
\$ 1.440	\$ 1.470	5.5%
\$ 1.480	\$ 1.510	6.0%
\$ 1.520	\$ 1.550	6.5%
\$ 1.560	\$ 1.590	7.0%
\$ 1.600	\$ 1.630	7.5%
\$ 1.640	\$ 1.670	8.0%
\$ 1.680	\$ 1.710	8.5%
\$ 1.720	\$ 1.750	9.0%
\$ 1.760	\$ 1.790	9.5%
\$ 1.800	\$ 1.830	10.0%
\$ 1.840	\$ 1.870	10.5%
\$ 1.880	\$ 1.910	11.0%
\$ 1.920	\$ 1.950	11.5%
\$ 1.960	\$ 1.990	12.0%
\$ 2.000	\$ 2.030	12.5%
\$ 2.040	\$ 2.070	13.0%
\$ 2.080	\$ 2.110	13.5%
\$ 2.120	\$ 2.150	14.0%
\$ 2.160	\$ 2.190	14.5%
\$ 2.200	\$ 2.230	15.0%
\$ 2.240	\$ 2.270	15.5%
\$ 2.280	\$ 2.310	16.0%
\$ 2.320	\$ 2.350	16.5%
\$ 2.360	\$ 2.390	17.0%
\$ 2.400	\$ 2.430	17.5%
\$ 2.440	\$ 2.470	18.0%
\$ 2.480	\$ 2.510	18.5%
\$ 2.520	\$ 2.550	19.0%
\$ 2.560	\$ 2.590	19.5%
\$ 2.600	\$ 2.630	20.0%
\$ 2.640	\$ 2.670	20.5%
\$ 2.680	\$ 2.710	21.0%
\$ 2.720	\$ 2.750	21.5%
\$ 2.760	\$ 2.790	22.0%
\$ 2.800	\$ 2.830	22.5%
\$ 2.840	\$ 2.870	23.0%
\$ 2.880	\$ 2.910	23.5%

From:	To:	Surcharge Percentage:
\$ 2.920	\$ 2.950	24.0%
\$ 2.960	\$ 2.990	24.5%
\$ 3.000	\$ 3.030	25.0%
\$ 3.040	\$ 3.070	25.5%
\$ 3.080	\$ 3.110	26.0%
\$ 3.120	\$ 3.150	26.5%
\$ 3.160	\$ 3.190	27.0%
\$ 3.200	\$ 3.230	27.5%
\$ 3.240	\$ 3.270	28.0%
\$ 3.280	\$ 3.310	28.5%
\$ 3.320	\$ 3.350	29.0%
\$ 3.360	\$ 3.390	29.5%
\$ 3.400	\$ 3.430	30.0%
\$ 3.440	\$ 3.470	30.5%
\$ 3.480	\$ 3.510	31.0%
\$ 3.520	\$ 3.550	31.5%
\$ 3.560	\$ 3.590	32.0%
\$ 3.600	\$ 3.630	32.5%
\$ 3.640	\$ 3.670	33.0%
\$ 3.680	\$ 3.710	33.5%
\$ 3.720	\$ 3.750	34.0%
\$ 3.760	\$ 3.790	34.5%
\$ 3.800	\$ 3.830	35.0%
\$ 3.840	\$ 3.870	35.5%
\$ 3.880	\$ 3.910	36.0%
\$ 3.920	\$ 3.950	36.5%
\$ 3.960	\$ 3.990	37.0%
\$ 4.000	\$ 4.030	37.5%
\$ 4.040	\$ 4.070	38.0%
\$ 4.080	\$ 4.110	38.5%
\$ 4.120	\$ 4.150	39.0%
\$ 4.160	\$ 4.190	39.5%
\$ 4.200	\$ 4.230	40.0%
\$ 4.240	\$ 4.270	40.5%
\$ 4.280	\$ 4.310	41.0%
\$ 4.320	\$ 4.350	41.5%
\$ 4.360	\$ 4.390	42.0%
\$ 4.400	\$ 4.430	42.5%
\$ 4.440	\$ 4.470	43.0%
\$ 4.480	\$ 4.510	43.5%
\$ 4.520	\$ 4.550	44.0%
\$ 4.560	\$ 4.590	44.5%
\$ 4.600	\$ 4.630	45.0%

Article VIII. TEMPERATURE-CONTROLLED FREIGHT

Section 8.01 APPLICABILITY

This section applies to all shipments requiring refrigerated or temperature-controlled service.

Section 8.02 REFRIGERATED SERVICES

The following provisions will govern Knight's transportation of refrigerated shipments.

- (a) Customer must expressly indicate the correct temperature setting on the bill of lading. Unless the correct temperature setting is indicated on the bill of lading, Carrier or TPC will not be liable for loss or damage to freight.
- (b) If a refrigerated shipment is rejected for any reason by Customer, Knight will notify Customer and Carrier or TPC will maintain the shipment at the required temperature until disposition instructions are received from Customer.
- (c) Carrier's or TPC's driver will not open doors on a refrigerated trailer until expressly instructed to do so by Customer. Carrier or TPC will not be liable for cargo loss or damage that occurs after the driver opens the doors on the trailer pursuant to Customer's instruction.
- (d) Carrier or TPC will not be liable for temperature variations that occur due to freight being loaded "hot."
- (e) Customer must expressly inform Knight to any additional requirements for transportation of freight for which refrigerated service is requested.

Section 8.03 FREEZING DUE TO AMBIENT WEATHER CONDITIONS

Carrier or TPC will not be liable for damage to cargo caused by exposure to cold or freezing ambient temperatures.

Article IX. FLATBED

Section 9.01 TARPING

- (a) Loads will not be tarped unless specifically requested by Customer. Tarping charges will apply tarping services.
- (b) Customer shall provide Carrier or TPC with a safe place to secure and tarp the load.

Section 9.02 LOADING

Customer is responsible for loading flatbed freight. Carrier nor TPC will be liable for damage caused by the improper loading of flatbed freight. Carrier's or TPC's acceptance of such freight for transportation does not imply that such freight is adequately loaded by Customer.