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Recovery of Collection Costs; Applicable Law and Choice of Venue

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 100****GOVERNING PUBLICATIONS**

This tariff is governed by the following publications and successive reissues thereof:

- National Motor Freight Classification
- The National Motor Freight Traffic Association, Agent
- Household Goods Carriers' Bureau Committee, Mileage Guide

ITEM 140**ARRIVAL NOTICE AND ARRIVAL NOTICE OF UNDELIVERED FREIGHT**

- (A) Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment except that for shipments consigned to private residence. All notice of arrivals shall be given in the manner described below, unless prior delivery arrangements have been noted on the bill of lading by the consignor.
- (B) If Bill of Lading requires carrier to notify consignee prior to actual delivery, a charge of \$15.00 shall be assessed in addition to all other applicable charges.
- (C) If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee, or if the freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage (see Item 910 – Storage and Item 915 – Storage Of Perishable Freight) and the reason therefore.
- (1) Undelivered shipments will be subject to applicable storage or detention charges.
 - (2) On undelivered shipments, disposition instructions issued prior to tender of delivery will not be accepted as authority to re-ship or return a shipment or to limit storage liability.
 - (3) If a shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day.
 - (a) The notice will be given by telephone, if convenient and practicable, otherwise, by mail or facsimile. The notice, however transmitted, will specify the point of origin, the consignor, and the commodity and weight of shipment.
 - (b) If the consignee's address is unknown to the carrier, the notice will be mailed to him at the post office serving the point of destination shown on the Bill of Lading.
- (D) Due to the nature of the carrier's business which involves many variables beyond the carrier's control, under no circumstances will carrier be responsible for any charges assessed by consignee or consignor for failure on carrier's part to meet delivery appointments, times or schedules.

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ITEM 160

APPLICATION OF RATES

Class rate tariffs making reference hereto will apply only as follows:

All outbound collect shipments will be subject to rates published in such Class tariffs increased by 18 percent in addition to all other applicable charges.

ITEM 220

COPYING PAPERWORK

When carrier is required to make photocopies of bill of lading or to provide duplicates of bill of lading and include such copies of duplicates with freight bill, a charge of \$2.00 per freight bill will be assessed in addition to all other charges.

ITEM 370

CORRECTED BILLS OF LADING

Prior to delivery of a shipment, changes in the collection status (prepaid or collect) of a freight bill will be permitted upon receipt of a corrected bill of lading from the shipper.

After a shipment has been delivered, requests for reversal of charges must be received in writing by the party (shipper or consignee) assuming responsibility for payment.

Reversal of charges will not be allowed after payment has been received based on the terms (prepaid or collect) of the original bill of lading. Instructions to add, change or delete a third party to a freight bill may only be accepted from the shipper and only before payment has been received based on the terms of the original bill of lading.

The new debtor must have established credit with carrier.

The charge for changing the payment terms or the party responsible for payment of a freight bill will be \$10.00. The new debtor will be responsible for this additional charge.

This charge will be in addition to all other charges and will not be subject to discounts, loading or unloading allowances.

A corrected Bill of Lading to change the original transportation contract from prepaid to collect will not be accepted if Section 7 (non-recourse clause) of the corrected bill of lading has been signed by the consignor.

NOTE: We will not accept corrected bills of lading on COD shipments.

ITEM 380

**BRIDGES, FERRIES, FLAGMEN, FINES, HIGHWAY OR TUNNEL CHARGES,
PENALTIES OR PERMITS OR ANY TOLLS OR FEES**

(A) When on a shipment of any kind which, due to size, height, width, length, shape or weight requires special permits from the state highway department or departments of states or cities or municipalities

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in which the shipment is being transported, a service charge of \$60.46 per vehicle per state in which permit is procured will be charged to the shipper or party requesting movement of the shipment, by whom the charges are to be paid plus purchase cost of such permits where purchase is required.

- (B) The carrier will advance all expenses (including telephone and telegraph tolls) necessary to secure such licenses or permits, or will pay as incurred, all bridge, ferry, highway, tunnel or other public charges of like nature which are incurred in the handling of any such shipment which would normally be required on shipments not requiring permits. All such expenses or charges shall be in addition to other charges provided in this tariff and shall be collected from the shipper or company requesting movement of the shipment upon request.

ITEM 390**CAPACITY LOADS**

- (A) A separate bill of lading and shipping order must be used for each truckload shipment and, except as otherwise provided in paragraph (D), in no case may a shipment be tendered as a single truckload where the shipment exceeds the carrying capacity of the vehicle used for pickup.
- (B) Except as otherwise provided in paragraph(C) or (D), each truckload shipment will be assessed freight charges based on the applicable truckload rate and minimum weight (or actual weight if greater), but not less than the rate for 40,000 pounds as determined at the 40,000 pound minimum weight. No discount shall apply on rates stated at 40,000 pounds.
- (C) Each and every standard truck bearing a capacity load (Note A) of freight will be assessed freight charges based on the actual weight or the applicable truckload minimum weight, whichever is greater.
- (D) When a truckload shipment is tendered in excess of the quantity that can be loaded in or on one standard truck, freight charges on each standard truck will be assessed at actual weight, but not less than the truckload minimum weight and rate applicable thereto, except that the last vehicle carrying the excess will be assessed freight charges based on its actual weight and at the truckload minimum weight rate applied on the capacity load (Note B).

NOTE A: The term "Capacity Load" as used herein shall mean:

- (1) The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in the shipping form tendered can be loaded in or on the vehicle; or
- (2) The quantity of freight, which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight, requires the entire capacity of a standard vehicle; or
- (3) The quantity of freight that can be legally loaded in or on a vehicle because of weight or size limitation of state or other regulatory body.

NOTE B:

A master bill of lading may be issued to cover the entire weight of the shipment, and in addition thereto, a memorandum bill of lading must be issued covering each truck used to transport the shipment or, in lieu thereof, separate bills of lading may be issued covering each truck used. In either case, such bill of lading must show the weight loaded on the truck, as well as the total weight of the shipment, together with proper cross reference to the master bill of lading if issued, or reference to a part lot number, or other designation, indicating that each such part lot is part of a single shipment.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 400****OVERCHARGE CLAIMS**

Overcharge claims are processed according to the rules and procedures published in the NMFC rules 401500-700. The liability limit for the filing of overcharge claims is restricted to a maximum of 180 days from the date of delivery.

ITEM 410**CLAIMS MINIMUM**

All persons involved with a shipment shall to the fullest possible extent mitigate loss and damaged claims on an equitable basis and will be subject to the following restrictions:

Claims or suits of \$100.00 or less shall not be filed and no claim shall be paid if the net amount is \$100.00 or less.

ITEM 415**LOSS AND DAMAGE CLAIMS – REQUIREMENT FOR PRESENTATION IN WRITING FORM AND METHOD OF PRESENTATION**

- (A) Carrier incorporates by reference the provisions of Title 49 C.F.R. 1005 as the minimum requirements for presentation and investigation of claims for loss and damage to freight and disposition of salvage. The presentation and handling of claims and salvage are also subject to the terms of the bill of lading (shipper's order) and other provisions of this tariff. Crystal Motor Express, Inc. will not pay administrative costs or fees, or interest charges, regardless of the amount, associated with the processing of loss or damage claims.
- (B) Crystal Motor Express, Inc. will not pay labor charges over \$25.00 per hour.
- (C) Tanks, totes, drums, pails and containers of any kind are accepted in apparent good order and with the assumption that the valves, bungs, lids, etc. are sealed and secure. Should these open or become loose during transit, the total loss incurred will be assumed by the shipper.
- (D) In the event Carrier is responsible for the cleanup costs involved with a hazardous material incident or a non-hazardous material incident. Shipper agrees to reimburse Carrier for all said costs if Shipper is negligent. Negligence on the part of Shipper will relate to, but will not be limited to, package failure (when tanks, totes, drums, pails and containers of any kind fail in transit) and seal failures (when valves, bungs, lids, etc. are not secured). At the time of pickup, freight is accepted in apparent good order and with assumption that all packaging (tanks, totes, drums, pails and containers of any kind) and seals (valves, bungs, lids, etc.) are in current compliance with packaging specifications in the current National Motor Freight Classification Guide and the current Department of Transportation Hazardous Material Regulations. In the event, negligence remains undetermined or is unclear, even after sufficient facts and documentation have been reviewed by both parties, Shipper and Carrier agree to equally split the clean up costs involved with the hazardous material incident or non-hazardous material incident. Either party shall have 30 days to remit payment for the cleanup costs after determination has been made that both parties will be responsible for payment.

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ITEM 420

DISCOUNTS

SECTION I: Precedence of Discounts

When a shipment is subject to the provisions of a discount item at an origin point and discount provisions at a destination point, the precedence of discount will be determined as follows:

1. When a shipment is prepaid and subject to discount provisions at both origin and destination, the provisions established at the origin point will take precedence (Note A).
2. When a shipment is collect and subject to discount provisions at both origin and destination, the provisions established at the destination point will take precedence.

NOTE A:

When shipper instructs carrier to bill freight charges to a third party who is neither the consignor nor the consignee, the shipment will be considered prepaid. For the account of this carrier, the discounts published in tariffs making reference hereto will apply on both prepaid and collect shipments unless otherwise indicated in individual items.

SECTION II: Non-application of Discounts

1. When a shipment is subject to a discount and credit is extended to shipper as specified in Item 435 (B) and shipper delays payment of tariff charges for more than thirty (30) days, the discount originally applying to shipment shall not apply and the gross amount of the freight charges shall be collected.
2. No discount will apply for any account on shipments consigned to Nantucket or Martha's Vineyard.

ITEM 430

COLLECT ON DELIVERY (C.O.D.) SHIPMENTS

Except as otherwise provided herein, Collect on Delivery (C.O.D.) shipments will be accepted subject to the rules, provisions, and restrictions set forth in the governing classification. (See the provisions of Item 431 of this tariff.)

The charges for collecting and remitting the amount of each C.O.D. bill to be collected on shipments consigned C.O.D. will be the responsibility of both the party requesting C.O.D. service and the party responsible for payment of the freight bill, provided that the charge shall only be collected once. C.O.D. charges shall be in addition to all other applicable charges and shall be determined as follows:

Over	Not Over	Charge
-0-	\$500.00	\$17.00
\$501.00	\$750.00	\$22.00
\$751.00	\$1000.00	\$27.00
\$1001 and over - \$27.00 per thousand		

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For amount collected in excess of \$1,000.00

C.O.D. charges for amount collected in excess of \$1,000.00 should be computed at the ratio that \$27.00 bears to \$1,000.00, subject to a maximum fee of \$135.00. C.O.D.'s over \$5,000.00 will not be accepted. C.O.D.'s over \$5,000.00 if inadvertently accepted, will be subject to a maximum liability of \$5,000.00.

C.O.D. shipments of explosive designated as Class A and dangerous explosives or Class B less dangerous explosives will not be accepted.

ITEM 431

COLLECTION OF C.O.D. SHIPMENTS – CARRIER RESPONSIBILITY IS LIMITED

Carrier may, but shall not be required, to collect C.O.D. amounts in cash or certified funds and shall not be liable for the collection of the C.O.D. amount whenever any of the following conditions apply:

1. When shipper fails to mark the Bill of Lading, Shipping Order, and packages in compliance with paragraphs (a) and (b) of this item:
 - (a) Shipments must be tendered on "Uniform Straight Bill", "Straight Bill of Lading – Short Form", or "Straight Bill of Lading form" as shown in the governing classification.

The letters "COD" or "C.O.D." must be conspicuously stamped, typed, or written on all Bills of Lading and Shipping Orders immediately before name of consignee;

Or;

"COD" in red letters at least one (1) inch in height with thickness of stroke ¼ inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders.

Only one (1) C.O.D. amount may be shown and may not be subject to change dependent upon time or condition of payment. The name and street and post office address of consignor and consignee must be shown on the bill of lading and shipping order. On straight bills of lading (short form), there must be shown in the space provided for this purpose or in the lower left hand corner of space provided for description of articles, special marks, and exceptions, the following information:

Collect on Delivery, \$ _____ and remit to:

_____ Street
 _____ City, Zip

C.O.D. charge to be paid by: _____

- (b) Each package must be plainly marked, labeled, or tagged by consignor showing letters C.O.D. and the name and address of consignor and consignee in accordance with the governing classification.
2. When the carrier inadvertently fails to collect the proper C.O.D. amount and the shipper fails to file a claim for same within thirty (30) days of the shipment's delivery.

CRYSTAL MOTOR EXPRESS, INC.

3. Where a check, bank draft, or money order is receive in payment of C.O.D. amount or amounts and is subsequently dishonored.
 4. When the C.O.D. amount is over \$5,000.00.
-

ITEM 435**COLLECTION OF CHARGES AND EXTENSION OF CREDIT****(A) COLLECTION OF CHARGES where credit has not been extended.**

Charges accruing under the provisions of this tariff are due and payable and shall be collected by the carrier at the time an outbound prepaid shipment is tendered by the shipper to the carrier for transportation at the time an inbound collect shipment is tendered by the carrier to the consignee, or, in the case of accessorial service charges such as storage, reweighing, marking, COD collection fees, at the time such service is requested or possession of the shipment involved, or any part thereof, is relinquished by the carrier, except where credit has been extended by the carrier to the shipper, consignee, or other party entitled to pay charges, under the provision of this item.

(B) EXTENSION OF CREDIT

- (1) Carrier may extend credit to shipper, upon taking precautions deemed by them to be sufficient to assure payment of the tariff charges within the credit period herein specified. Common carriers by motor vehicle may relinquish possession of freight in advance of the payment of the tariff charges thereon and may extend credit in the amount of such charges to those who undertake to pay them, such persons here in being called shippers, for a period of 15 days, excluding Saturdays, Sundays and legal holidays. When the freight bill covering a shipment is presented to the shipper on or before the date of delivery, the credit period shall run from the first 12 o'clock midnight following delivery of the freight.
- (2) Credit for additional charges after freight relinquished. Where a common carrier by motor vehicle has relinquished possession of freight and collected the amount of tariff charges represented in a freight bill presented by it as the total amount of such charges, and another freight bill for additional charges is thereafter presented to the shipper, the carrier may extend credit in the amount of such additional charges for a period of 30 calendar days to be computed from the first 12 o'clock midnight following the presentation of the subsequently presented freight bill.
- (3) Period of credit following delivery of freight. Freight bills for all transportation charges shall be presented to the shippers within 7 calendar days for the first 12 o'clock midnight following delivery of the freight.
- (4) Freight bills may be presented by mail. Mailing freight bill by the carrier shall be deemed to be the time of presentation of the bills. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
- (5) Payment by checks, drafts, or money orders. The mailing by the shipper of valid checks, drafts, or money orders, which are satisfactory to the carrier in payment of freight charges may be deemed to be the collection of the tariff charges within the credit period for the purposes of the rules in this

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part. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.

- (6) The provisions of this item shall not be construed to prohibit the extension of credit in connection with rates and charges on freight transported for the United States, for any department, bureau, or agency thereof, or for any State of Territory of political subdivision thereof, or for the District of Columbia.
- (7) Unless otherwise provided freight charges must be paid within 15 days. Failure to pay within 30 days will result in a loss of discount.
- (8) Carrier shall collect all collection costs, including attorney's fees, delinquency of charges, in addition to all other applicable freight charge, if collection efforts are required to collect any outstanding freight bill.

(C) RETURNED CHECKS

When a payer of freight charges elects to pay a carrier's freight bill by check and through no fault or negligence of the carrier, the Bank returns the check for insufficient funds or any other reason, the issuer of the check will be charged a penalty of 5% of the face amount of the check, but not less than \$30.00 per check.

ITEM 440**THIRD PARTY BILLING**

- (A) When a third party, other than the consignor or consignee shown on the bill of lading or shipper's order, is responsible for payment of freight charges, the name and address of the third party must be placed on the bill of lading or shipper's order by the consignor at the time of shipment, except as provided in paragraph(C) below.
- (B) Where consignor requests carrier to bill a third party, the shipment must be prepaid, and payment of freight charges must be guaranteed by the consignor. Consignor must immediately pay the freight charges (in lieu of payment by the third party) where a third party fails to pay such charges within carrier's credit period.
- (C) Where consignor or consignee instructs carrier to bill a third party not shown on the bill of lading or shipper's order at the time of initial shipment, an additional charge of \$25.00 will be assessed in addition to all other charges and will be the responsibility of the party paying the freight bill. The party, instructing carrier to issue a third party billing, shall guarantee payment of all charges.
- (D) Third party billing may not be requested where Section 7 of the bill of lading (shipper's order) is executed, and the provisions of Section 7 will not apply where third party billing is requested.
- (E) Except as provided in paragraph (C), a consignee may not request third party billing.
- (F) Exception ratings will not apply on shipments for which third party billing is requested or extended. Exception ratings, as further provided for in carrier's other tariffs, will apply only where authorized for the consignor or consignee shown on the shipping order (bill of lading).

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 470****CONTROL AND EXCLUSIVE USE OF VEHICLE**

Unless expedited (same day) service or as otherwise provided, the service of exclusive use of carrier's vehicle(s) is not included in the line haul rates and/or other charges. Subject to the provisions of this item, the service of exclusive use of carrier's vehicle(s) is hereby offered by the carrier.

- (A) Except as otherwise provided in the exceptions named in this item, the service of exclusive use of carrier's vehicle(s) shall mean:
- (1) That the carrier will transport the shipment from origin(s) to destination(s) without combining any other shipment in or on the original vehicle(s) while the shipment is in transit.
 - (2) That the carrier will transport the shipment from origin(s) to destination(s) without transferring the shipment from the original vehicle(s) while the shipment is in transit.
 - (3) That while the shipment is in transit, the carrier will not remove any seal, lock or other security device applied by the shipper or by the consignee (except in the case of a shipment partially loaded/unloaded), while the shipment is in transit.
- (B) The service of exclusive use of carrier's vehicle(s) will be furnished by the carrier upon request by the shipper, consignee or their designated agent. Any one of the following instances shall constitute a request for exclusive use of carrier's vehicle(s).
- (1) When the shipper, in form or in substance, requests exclusive use of the carrier's vehicle(s) on the bill of lading or written shipping order, or
 - (2) When the shipper, in form or in substance, notates the bill of lading that the carrier is not to break seals except in case of emergency or upon prior authority of the shipper, consignee or their designated agent, or
 - (3) When the shipper applies a lock or other security device (other than an ordinary seal) to prevent easy access to carrier's vehicle(s).
- (C) When the service of exclusive use of carrier's vehicle(s) is performed by the carrier upon request, each vehicle used to transport the shipment will be subject to the charges listed below.

CRYSTAL MOTOR EXPRESS, INC.**ITEM 470 - Continued****CONTROL AND EXCLUSIVE USE OF VEHICLE**TRAILER – WEEKENDS

Miles	Charge	Miles	Charge	Miles	Charge
15	476.22	130	1043.97	245	1606.32
20	509.29	135	1068.44	250	1618.56
25	537.61	140	1092.87	255	1655.24
30	565.87	145	1117.34	260	1679.61
35	594.15	150	1141.86	265	1704.05
40	622.46	155	1166.21	270	1728.50
45	650.30	160	1190.66	275	1752.95
50	677.55	165	1215.19	280	1777.47
55	688.14	170	1239.59	285	1801.89
60	713.01	175	1264.08	290	1826.28
65	737.82	180	1288.54	295	1850.78
70	762.73	185	1312.93	300	1875.27
75	787.41	190	1337.37	305	1899.71
80	812.33	195	1361.79	310	1924.16
85	837.15	200	1386.34	315	1948.58
90	861.93	205	1410.77	320	1973.04
95	886.82	210	1435.16	325	1997.52
100	907.60	215	1459.56	330	2022.00
105	921.71	220	1484.06	335	2046.49
110	946.24	225	1508.44	340	2070.80
115	970.63	230	1532.95	345	2095.26
120	995.09	235	1557.33	350	2119.68
125	1019.58	240	1581.85		

TRAILER - WEEKDAYS

Miles	Charge	Miles	Charge	Miles	Charge
15	366.28	130	835.16	245	1285.10
20	391.81	135	854.69	250	1304.56
25	413.53	140	874.32	255	1324.20
30	435.28	145	893.78	260	1343.70
35	450.00	150	913.44	265	1363.28
40	478.76	155	932.94	270	1382.80
45	499.46	160	952.61	275	1402.39
50	521.20	165	972.16	280	1421.93
55	541.83	170	991.65	285	1441.57
60	561.42	175	1011.22	290	1461.01
65	580.90	180	1030.77	295	1480.64
70	600.56	185	1050.36	300	1500.17
75	619.98	190	1069.94	305	1519.78
80	639.59	195	1089.44	310	1539.29

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85	659.17	200	1109.03	315	1558.84
90	678.74	205	1128.65	320	1578.37

TRAILER –
WEEKDAYS
(continued)

Miles	Charge	Miles	Charge	Miles	Charge	Miles	Charge	Miles	Charge
95	698.24	210	1148.12	325	1596.01				
100	717.86	215	1167.75	330	1617.51				
105	737.40	220	1187.21	335	1637.11				
110	757.00	225	1206.83	340	1656.63				
115	776.49	230	1226.36	345	1676.22				
120	796.08	235	1245.94	350	1695.37				
125	815.58	240	1265.48						

STRAIGHT JOB WEEKENDS

Miles	Charge	Miles	Charge	Miles	Charge
15	377.11	95	755.99	175	1104.06
20	407.42	100	778.77	180	1126.47
25	433.43	105	788.97	185	1148.96
30	459.39	110	811.48	190	1171.58
35	485.32	115	834.06	195	1194.06
40	511.35	120	856.54	200	1216.50
45	537.23	125	879.05	205	1239.00
50	563.19	130	901.54	210	1261.48
55	572.72	135	923.98	215	1284.01
60	595.86	140	946.58	220	1306.59
65	618.80	145	969.10	225	1329.01
70	641.68	150	991.52	230	1351.50
75	664.50	155	1014.02	235	1374.02
80	688.88	160	1036.50	240	1396.50
85	710.17	165	1059.03	245	1419.02
90	733.07	170	1081.57	250	1441.55

STRAIGHT JOB WEEKDAYS

Miles	Charge	Miles	Charge	Miles	Charge
15	290.09	95	595.25	175	883.19
20	313.43	100	599.74	180	901.25
25	333.39	105	631.24	185	919.16
30	353.31	110	649.19	190	937.23
35	373.30	115	667.23	195	955.24
40	393.30	120	685.22	200	973.16
45	413.27	125	703.14	205	991.24
50	433.23	130	721.25	210	1009.18
55	451.28	135	739.24	215	1027.25
60	469.21	140	757.20	220	1045.16
65	487.26	145	774.73	225	1063.17

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70	505.21	150	793.18	230	1081.20
75	523.29	155	811.23	235	1099.21

STRAIGHT JOB WEEKDAYS (continued)

Miles	Charge	Miles	Charge	Miles	Charge
80	541.22	160	829.15	240	1117.14
85	559.28	165	847.20	245	1135.23
90	577.21	170	865.24	250	1154.02

(D) The term "vehicle(s)" used herein shall not be construed to cause the provisions of this item to be inapplicable because carrier substitutes power unit(s) (semi-tractors) while the shipment is in transit.

EXCEPTION 1

If because of equipment failure or other conditions over which the carrier has no control prevent the carrier from continuing to transport the shipment in or on the same vehicle(s), the following will apply:

- (A) When there is no emergency (such as imminent danger to life, the lading or other property), the carrier will immediately contact the shipper, consignee, or their designated agent for permission to remove locks, or other security devices, if any, and to transfer the lading. In the case of an emergency, the carrier may transfer the lading without prior approval of the shipper, consignee, or their designated agent, however, following such emergency transfer of the lading, the carrier shall immediately notify the shipper, consignee or their designated agent.
- (B) Upon notification, the shipper, consignee or their designated agent may elect not to continue the service of exclusive use of carrier's vehicle(s) beyond the transfer point and the provisions of this item will not apply to lading transferred. Such election must be immediately confirmed in writing.

EXCEPTION 2

If a seal, lock or other security devise is found broken for emergency reasons and no transfer of the lading is required the carrier will apply a new seal, lock or other security devise as soon as possible and notify the shipper, consignee or their designated agent. The carrier will then continue to provide the service of exclusive use of carrier's vehicle subject to the provisions of this item.

ITEM 480

CUSTOMS OR IN BOND SHIPMENTS

In addition to all other legally applicable charges, shipments moving in United States customs bond will be subject to the following charges in cents per hundred pounds, minimum charge \$35.00 per shipment to cover special handling.

When the weight of the shipment is:	The cwt charge will be
0 to 11,999 pounds	1.54
12,000 to 19,999 pounds	1.34
20,000 to 35,999 pounds	1.02
36,000 pounds and over	0.94

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Truckload shipments moving in United States customs bond will not be subject to the above charges when moving from one steamship terminal to another steamship terminal of the same company.

ITEM 500**DETENTION – VEHICLES WITH POWER UNITS**

Free time for loading or unloading shall be two hours. The charge for vehicle beyond free time shall be \$22.50 for each 15-minute period of fraction thereof.

ITEM 510**DETENTION – VEHICLES WITHOUT POWER UNITS
SPOTTING OF TRAILERS**

After the expiration of 24 hours free time, charges for detaining a trailer (exclusive of Saturdays, Sundays and Holidays) will be assessed as follows:

When the delay per vehicle beyond free time is:	The charge for vehicle will be:
For each of the first and second 24 hour periods or fractions thereof	\$44.10
For each of the third and fourth 24 hour periods or fractions thereof	\$76.65
For the fifth and each succeeding 24 hour period or fractions thereof	\$89.25

ITEM 520**DETENTION – VEHICLES PICKING UP OR DELIVERING SHIPMENTS
WEIGHING LESS THAN 10,000 LBS. SUBJECT TO LESS-THAN-TRUCKLOAD
OR ANY QUANTITY RATES****SECTION A**

On shipments subject to less-than-truckload or any quantity rates, and when due to no disability, fault or negligence on the part of the carrier, the loading or unloading of the freight is delayed beyond the free time authorized in Section B, the assessment of charges will be made as follows:

- (A) Charges for detention time at point of origin or in effecting delivery at docks, piers, wharves or steamship terminals shall be assessed to and collected from the shipper.
- (B) Charges for detention time at point of destination or in effecting pickup at docks, piers, wharves, or steamship terminals shall be assessed to and collected from the consignee.
- (C) When more than one shipment is received from or delivered to a dock, pier, wharf, or steamship terminal on one or more vehicles at one time and a delay cannot be allocated to a specific shipment, the charge for detention time, if any, on such pickup or delivery will be distributed on a pro-rata basis, by weight to all of the shipments comprising the pickup or delivery.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 520 – Continued****DETENTION – VEHICLES PICKING UP OR DELIVERING SHIPMENTS
WEIGHING LESS THAN 10,000 LBS. SUBJECT TO LESS-THAN-TRUCKLOAD
OR ANY QUANTITY RATES****SECTION B**

Free time per vehicle shall begin at the time the driver notifies the consignor or consignee, or party entitled to load or unload, that the vehicle is available for loading or unloading. Free time for either service will be as follows:

- (A) Fifteen (15) minutes of free time will be allowed per stop, regardless of the number of shipments constituting the pickup or delivery.
- (B) In the event the driver's lunch period occurs after the driver notifies the consignor or consignee, or party entitled to load or unload that the vehicle is available for loading or unloading, and before such loading or unloading is completed, such lunch period, not to exceed one (1) hour, will be in addition to the free time designated herein.
- (C) Fifteen (15) minutes of free time will be allowed for the loading or unloading of each weight unit of freight (or any portion thereof) in accordance with its class rating as provided in the Coordinated Freight Classification or in this tariff, whichever is applicable as indicated below, regardless of the number of shipments constituting the pickup or delivery.

Freight Provided With a Rating of Class	Weight Unit To Be Loaded Or Unloaded Per Each Fifteen (15) Minute Period
50,55	2,000 Pounds
60,65	1,500 Pounds
70,77.5	1,000 Pounds
85,92.5	500 Pounds
100	300 Pounds
Mixed and/or multiple shipments consisting of more than one (1) class of freight	1,000 Pounds

SECTION C**COMPUTATION OF DETENTION TIME AND CHARGES**

- (A) Where pickup or delivery time exceeds the free time computed as provided in Section B, such excess time shall be considered detention time.
- (B) Except as provided in Notes A and B, the charges for detention time shall be \$21.00 for each fifteen (15) minute period or fraction thereof.

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10 Kimball Lane
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ITEM 520 – Continued

**DETENTION – VEHICLES PICKING UP OR DELIVERING SHIPMENTS
WEIGHING LESS THAN 10,000 LBS. SUBJECT TO LESS-THAN-TRUCKLOAD
OR ANY QUANTITY RATES**

SECTION D

INFORMATION TO BE RECORDED

A record of time consumed in loading or unloading must be maintained and kept available for inspection at all times. In the case of delivery, this information may be shown on carrier's delivery receipt or other appropriate time record, in the case of pickup, an appropriate time record must accompany customer's shipping order. In either case driver's time record shall become a permanent part of such delivery receipt or freight waybill.

- (A) Name and address of consignor or consignee at whose place of business freight is loaded or unloaded.
- (B) Identification of vehicle tendered for loading or unloading.
- (C) Date and time of notification to consignor or consignee that vehicle is available for loading or unloading and signature of consignor or consignee thereto. If consignor or consignee fail to sign, the time specified by the driver shall be binding.
- (D) Date and time of completion of loading or unloading and signature of consignor or consignee thereto. If consignor or consignee fail to sign, the time specified by the driver shall be binding.
- (E) Actual weight of shipment loaded or unloaded.
- (F) If freight is palletized, it must be so specified.

SECTION E

ASSESSMENT OF CHARGES ON SHIPMENTS REQUIRING REDELIVERY

Where through no fault of the carrier, the unloading of the entire shipment is not accomplished during the business hours of the consignee on the day of the initial tender, and the freight is again tendered for delivery, both the detention charges provided for in this item and the redelivery charges provided for in this tariff will be assessed.

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10 Kimball Lane
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ITEM 523

DOCUMENT PICKUP CHARGE

When carrier is required to pickup any documentation not furnished by the consignor at a location other than where freight is originated and/or prior to arrival of shipment at delivering carriers terminal, an additional charge of \$50.00 per shipment will be assessed in addition to all other lawfully applicable rates and charges.

ITEM 525

EXPEDITED SERVICE

(A) In those instances where expedited service is requested (same day pickup and delivery) and carrier agrees to accommodate each request. Class rates will apply if a pickup and delivery can be accomplished within the scope of the driver's delivery area.

(B) If A not applicable, see mileage charts in Item 470.

ITEM 540

**EXPORT, IMPORT, COASTWISE AND INTERCOASTAL
SHIPMENT – HAZARDOUS MATERIALS**

When shipments are delivered or picked up either domestically or at piers or wharves by the carrier for delivery to final destination and proper documentation and or other necessary documents are not furnished as to the proper description, or presented in the proper order on the paperwork according to Code of Federal Regulation, Title 49, as it pertains to Hazardous Material, an additional charge of \$50.00 will be assessed in addition to all other lawfully applicable rates and charges. The party responsible for payment of the rates and charges will also be assessed a bill of lading charge of \$25.00 and \$5.00 each for every placard furnished by the carrier that is not supplied by the consignor or their designated party at point of origin and pickup point.

The carrier also reserves the right to refuse any pickups that are not in compliance with Hazardous Material paperwork.

ITEM 550

EXPORT TRAFFIC

Except as otherwise provided in tariffs made subject hereto, "Export Traffic" is freight consigned to points outside the Continental Limits of the United States of America (except Alaska), and will only apply on traffic which does not leave the possession of the carrier and is delivered direct to the steamer or steamer's dock or steamship terminals upon arrival at the port, except shipments ordered into public or private warehouses and subsequently exported within the next 12 month period and on which required proof of exportation is submitted.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 550 – Continued****EXPORT TRAFFIC**

After arrival at the United States Port, will be subject to the rates, rules and regulations applicable to "Export Traffic" or the same as would have applied had the shipment been originally consigned for export, so long as the freight has not passed from the possession of the carrier. Export rates will also apply on shipments consigned on Bills of Lading for export to foreign countries or foreign possessions of the United States, handled through United States Navy Yards, Naval Bases or Army Bases or delivered to United States Government Vessels docked thereat on presentation of proper evidence of exportation.

All freight charges on shipments for export, except to points in Canada, must be prepaid; however charges may be billed for collection from an agent, broker or similar party when such charges are guaranteed by the shipper. The Bill of Lading must specify such guarantee and provide a specific mail address for the agent, broker or party from whom the collection is to be made. A "Shipment" of export freight is any freight received at one time on one Shipping Order or Bill of Lading which is covered by not more than one dock receipt from one shipper at one point of origin to be delivered to one consignee at one destination.

NOTE A

When a shipping order or Bill of Lading covers more than one dock receipt, each and every dock receipt shall constitute a separate distinct shipment and charges will be assessed accordingly unless otherwise specified.

NOTE B

Where charges are provided herein for truckload or less-than-truckload shipments, as the case may be, such charges will only apply based on the following. Less-than-truckload when a shipment has moved or will move at a rate subject to rate groups other than described above in connection with truckload shipment, such shipments will be considered less-than-truckload.

ITEM 550-10**EXPORT, IMPORT, COASTWISE AND INTERCOASTAL
SHIPMENTS – PAYING OF CHARGES**

Unless otherwise instructed by the shipper or consignee, carriers may pay charges for wharfage usage, loading, or unloading at piers, wharves, dockside terminals or warehouses. Such charges are to be collected with the transportation charges. For such service, there will be a charge of \$55.00 in addition to all other legally applicable charges.

NOTE A:

Applies only on import, export, coastwise, and intercoastal shipments.

NOTE B:

The charge specified to this rule must be entered on the billing in such a manner as to accurately describe their exact character.

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ITEM 555**EXPORT TRAFFIC
STEAMSHIP VEHICLES ORDERED, NOT USED OR NOT AVAILABLE**

When an order is placed with a carrier to pickup an empty steamship trailer at a pier, dock, wharf or steamship terminal, or carrier's tractor is dispatched to make such pickup from its terminal, prior to the cancellation of such pickup order, or when due to no fault or negligence of the carrier such empty steamship trailer is not available and pickup cannot be made, a charge of \$325.03 per vehicle will be assessed against the shipper placing the order.

ITEM 570**IMPRACTICABLE OPERATIONS**

Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable or unsafe to operate vehicles because of:

- (A) The condition of roads, streets, driveways, alleys or approaches thereto;
- (B) Inadequate loading or unloading facilities;
- (C) Riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance as tending to create reasonable apprehension of danger to persons or property;
- (D) When request by consignor, consignee, or owner of shipment requires that carrier's equipment leave improved roads or highways for the purpose of loading or unloading. Any damage done to carrier's equipment resulting from such loading, unloading, towing, pushing, or winching shall be at the expense of the party which made the request;
- (E) On shipments picked up or delivered at a place not located on improved highways, carrier will not be responsible for any loss or damage to any property or lading including, but not limited to, ground surface, buildings, or landscaping.

ITEM 575**LIGHT AND BULKY FREIGHT**

- (A) On shipments of light or bulky nature, or unusual shape or size that occupy the full available loading space of the truck, or which because of their nature must be loaded in a manner that precludes additional loading of other freight without danger of damage to any lading or equipment, charges will be computed on the basis of the truckload rate at the truckload minimum weight corresponding to the shipment, but not less than the truckload rate for 40,000 pounds.
- (B) On LTL shipments tendered from one origin to one destination that occupy 20 feet or any greater portion of a 45 foot trailer, charges will be assessed on the basis of a minimum weight of 10,000 pounds or actual weight, whichever is greater.

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10 Kimball Lane
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CRYSTAL MOTOR EXPRESS, INC.**ITEM 578****LOADING BY CONSIGNOR – UNLOADING BY CONSIGNEE**

- (A) Shipments transported at rates named in this tariff or in tariffs making reference hereto must be loaded by the consignor and unloaded by the consignee.
- (B) For loading or unloading responsibility of piers, wharves, or docks, see Item 579.

ITEM 579**LOADING OR UNLOADING AT STEAMSHIP PIERS, WHARVES OR DOCKS**

Rates from or to piers, wharves, or docks do not include loading or unloading services by carrier.

ITEM 600**LINEAR FOOT MINIMUM CHARGE**

Except as otherwise provided, shipments which occupy more than one linear foot of vehicle floor space for each 350 pounds of shipment weight will be subject to a minimum charge based on the applicable class 77.5 rate multiplied by the calculated weight. The calculated weight shall be determined by multiplying the linear foot of vehicle floor space occupied by the shipment by 350 pounds for each linear foot, or portion thereof, of vehicle floor space occupied by the shipment.

Conditions and Definitions

- (1) The term “linear feet’ or “linear foot” used in this item refers to the length of the floor of a vehicle a shipment occupies.
- (2) When loading of the vehicle is performed by the carrier, the carrier shall load as fully as conditions permit, consistent with safety and precautions against damage and any loading or packing conditions requested by the consignor and noted on the bill of lading. The carrier shall use the least amount of linear feet possible, observing all legal requirements of state or other regulatory bodies.
- (3) When loading of the vehicle is performed by the consignor, or its agent, the linear feet will be determined by the manner in which the consignor, or its agent loads the shipment. The carrier may rearrange the shipment to comply with legal requirements of regulatory bodies.
- (4) When the shipments are loaded first in the vehicle, the linear foot will be determined by measuring the inside length of vehicle along the floor starting at the front of the vehicle and stopping at the furthest point toward the rear where the shipment ends.
- (5) When the shipments are not loaded first in the vehicle, the linear foot will be determined by measuring the inside length of vehicle along the floor starting from the furthest point where the prior shipment ends and stopping at the furthest point toward the rear where the shipment ends.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 600 – Continued**

- (6) When this item has application, the carrier's freight bill will indicate both the linear feet and square foot of vehicle floor space occupied by the shipment.

LINEAR FOOT MINIMUM CHARGE

- (7) The provisions of this item are not applicable in connection with shipments subject to CAPACITY LOAD (Item 390) or EXCLUSIVE USE OF VEHICLE (Item 470).
- (8) The provisions of this item are not applicable in connection with shipments, which occupy less than 100 square feet of vehicle floor space.
- (9) Shipments subject to the provisions of this item will not be subject to any otherwise applicable discounts.
- (10) To determine the cubic feet of space occupied by any LTL shipment, apply the provisions of Item 110 in the governing classification (See Item 100). The height (vertical measurement) of any loaded shipment shall be deemed 84 inches when no other freight can be stowed securely on the top of a shipment because of the packaging configuration or lack of packaging, the nature of the article shipped, or the consignor's shipping instruction.
- (11) The minimum charge specified in this item shall not apply to shipments subject to rates determined per vehicle or stated fraction thereof, per mile, per pallet, per container, or per hour.
- (12) The minimum charge determined by this item shall not exceed the charge determined by rating the shipment as a truckload.
- (13) Discounts, loading, or unloading allowances shall not be applicable on shipments subject to the minimum charge established in this item.

ITEM 645**MIXED SHIPMENTS FOR LTL COMMODITY RATES OR CLASS RATES FOR SHIPMENTS
SUBJECT TO MINIMUM WEIGHTS OF 20000 POUNDS OR MORE
(Exceptions to NMFC Item 640)**

Different articles shipped at one time by one consignor to one consignee at one destination on one bill of lading as mixed shipment will be charged as follows:

- (A) Assess the straight TL commodity rate or class rate applicable on shipments subject to minimum weights of 20000 pounds or more applying to each article at the actual weight of each article in the shipment.
- (B) The applicable minimum weight will be the highest provided for any article in the shipment.
- (C) Any deficit in the minimum weight will be charged for at the same rate as that applying to the lowest rated article in the shipment.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 645 – Continued**

- (D) When the total charge on the shipment is lower by considering the articles as if they were divided into two or more separate TL or Volume shipments, the shipment will be rated accordingly.
- (E) When the total charge on the shipment is lower by applying the TL commodity rate or class rate applicable on shipments subject to minimum weights of 20000 pounds or more or actual or authorized estimated weight, if greater, for one or more articles and the LTL commodity rate or class rate applicable on shipments subject to minimum weights of 10000 pounds or less and actual or authorized estimated weight for the remainder such charge will apply, subject to the following:
- (1) The LTL commodity rate or class rate applicable on shipments subject to minimum weights of 10000 pounds or less to be assessed are those which would apply if that portion were considered as a separate shipment.
 - (2) The weight of the portion assesses LTL commodity rate or class rate applicable on shipments subject to minimum weights of 10000 pounds or less may not be applied towards the minimum weight.
 - (3) Paragraph E may be used on shipments subject to Item 390 (Capacity Loads) or Item 900 (Stopoffs).
- (F) When rates provide for a maximum percentage of an article that may be included in the mixed shipment, and a greater percentage is included, the rates will apply on the restricted article, up to the allowable percentage. Articles, which exceed the allowable percentage, will be subject to the following:
- (1) When there are two or more differently rated articles subject to the same maximum percentage restriction, the allowable percentage shall consist of the lowest rated article or articles necessary to make up the percentage.
 - (2) The excess is to be rated at its actual weight subject to the highest rate which would apply on a straight shipment of the article for the same quantity as the actual or minimum weight, whichever is greater, of the shipment.
 - (3) Any deficit in the minimum weight will be charged for at the mixed TL commodity rate of class rates applicable on shipments subject to minimum weights of 20000 pounds or more.
- (G) Where different TL commodity rate or class rate applicable on shipments subject to minimum weights of 20000 pounds or more are provided on the same article included in a mixed shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article will be used to determine the charges for the entire shipment.
- (H) This rule will not apply to articles when their transportation at the same time in the same vehicle is prohibited by federal, state or municipal regulations.

CRYSTAL MOTOR EXPRESS, INC.**ITEM 670****OVER DIMENSION FREIGHT**

When less than truckload shipments of articles exceeding eight (8) feet in length are tendered carrier, they will be subject to one and one half (1 ½) times the applicable rate.

ITEM 680**OVERWEIGHT FINES**

- (A) When a vehicle is overloaded by reason of the fact that the shipper has not properly described the correct weight of the article or articles transported, and as a result therefrom the carrier is in violation of applicable laws or regulations prohibiting the transportation of such shipment because it exceeds the limit by statute, and as a result thereof the carrier is subject to payment of fines, court costs and fees, such fines, court costs and fees shall be paid by the carrier and reimbursed by the consignor or consignee.
- (B) When the above occurs, and the carrier is required to conform to applicable laws or regulations, all expenses incurred by the carrier to bring the shipment into conformity with such applicable laws or regulations shall be borne by the consignor or consignee.

ITEM 720**PAYMENT OF CHARGES AND EXTENSION OF CREDIT****(A) Payment of Freight Charges**

Carrier is not required to deliver or relinquish possession of any freight transported by it until all tariff rates and charges thereon have been paid. Upon taking reasonable precautions to assure payment of freight charges will be paid within the prescribed credit period, carrier will extend credit in accordance with the provisions of this item.

(B) Credit Period

- (1) The credit period begins the day following freight bill presentation, which is defined as the date on which the carrier mails the freight bill to the party responsible for payment of the freight charges (or any agent or contractor thereof), except that when electronic billing or funds transfer is the billing method, the time of presentation is the day which billing information is dispatched.
- (2) The credit period shall run for 15 calendar days including Saturdays, Sundays, and holidays except that if the 15th day falls on any of the foregoing, the period will extend to the next day which is not a Saturday, Sunday, or holiday (See also Items 725 – Penalty For Non-Payment and 756 – Pickup And Delivery Service Performed On Saturday, Sundays, Or Holidays).
- (3) On prepaid shipments, carrier shall present all freight bills within seven (7) working days from the date a shipment is received for transport.

CRYSTAL MOTOR EXPRESS, INC.**ITEM 720 - Continued****PAYMENT OF CHARGES AND EXTENSION OF CREDIT**

- (4) On collect shipments, carrier will present all freight bills within seven (7) working days from the date a shipment is delivered at destination.
- (5) Working days are defined as days other than Saturdays, Sundays, or holidays.
- (6) The date of payment of charges is defined as the postmark date on which the check, draft, or money order is mailed, except when payment is made by electronic funds transfer, the date of payment shall be the date on which the funds are transferred. Checks, drafts, or money orders may not contain any restrictive endorsement and must be honored upon initial presentation to carrier's bank in order to constitute payment.
- (7) The time limit for payment shall be shown on the freight bill or an accompanying document, provided that failure to indicate the correct time limit shall not relieve any party of compliance with carrier's credit rules.
- (8) The 15-day credit period will apply to any balance-due bill, which is presented after the original freight bill has been paid in full.

(C) Set-Off Prohibited

No person may set-off against freight charges any claim or debt asserted against carrier.

ITEM 725**PENALTY FOR NON-PAYMENT OF FREIGHT CHARGES
NOTICE TO SHIPPERS, RECEIVERS, AND OTHER PERSONS
RESPONSIBLE FOR PAYMENT OF FREIGHT CHARGES**

Carrier's credit policies and practices are adopted in compliance with the requirements of the Interstate Commerce Commission as set forth in Title 49 C.F.R. 1320 et. seq. Carrier's election to extend credit is limited to persons deemed credit-worthy, and in no case shall carrier's election or the provisions of this tariff be construed to change carrier's obligation to collect all freight charges lawfully due carrier within the credit period established in Item 720 – Payment of Charges and Extension of Credit.

Penalty**(A) Shipments rated under discount or allowance provisions**

Commencing on the 31st day from the date of freight bill presentation (see Item 720 (b)), discounts and allowances shown on freight bills remaining unpaid in full or in part shall no longer apply, and freight charges will be rebilled at 100 percent (100%) of the class rate. The difference between the charges initially billed and those shown after rebilling without discount or allowance shall constitute a penalty for failure to observe freight bill payment requirements.

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10 Kimball Lane
Lynnfield, MA 01940

CRYSTAL MOTOR EXPRESS, INC.**ITEM 725 – Continued****PENALTY FOR NON-PAYMENT OF FREIGHT CHARGES
NOTICE TO SHIPPERS, RECEIVERS, AND OTHER PERSONS
RESPONSIBLE FOR PAYMENT OF FREIGHT CHARGES****(B) Shipments rated under commodity rates or exceptions rates**

Commencing on the 31st day from the date of freight bill presentation (see Item 720 (b)), commodity rates and exceptions ratings (including Freight All Kinds provisions) used in rating freight bills remaining unpaid in full or in part shall no longer apply, and freight charges will be rebilled at 100 percent (100%) of the class rate subject to the classification rating named in the governing classification. The difference between the charges initially billed and those shown after rebilling without application of commodity rates or exceptions ratings (including Freight All Kinds provisions) shall constitute a penalty for failure to observe freight bill payment requirements.

- (C) Assessment of Late Charges:** If invoiced charges are not paid within 45 days of invoice date, carrier may impose, and shipper agrees to pay, a late charge equal to 1.5% per month on all amounts unpaid for more than 45 days from the invoice date. Further, in the event that any payment is not made when due, carrier reserves the right to terminate service to the shipper, and initiate such legal action as carrier deems appropriate to recover all past due amounts.

ITEM 726**RECOVERY OF COSTS OF COLLECTION;
APPLICABLE LAW AND CHOICE OF VENUE**

- (D) Recovery of Costs of Collection:** In the event shipper fails to pay carrier's invoices when due (including late charges), and carrier refers such matter to an attorney for collection or to a collection agency, shipper agrees to pay any and all costs of collection, in addition to the amount(s) then due, including, to the extent permitted by law, all reasonable attorneys' fees, court costs, and related expenses as may be incurred by carrier in order to obtain collection of such unpaid amounts.
- (E) Applicable Law and Choice of Venue:** This agreement shall be governed by, construed, and enforced in accordance with Title 49 of the United States Code. The agreement between shipper and carrier irrevocably and unconditionally provides that the parties will submit to the exclusive jurisdiction and venue of the state and / or federal courts serving Essex County, Massachusetts.

ITEM 730**PICKUP OR DELIVERY SERVICE AT PRIVATE RESIDENCES**

- (A)** When carrier is requested or required to pickup or deliver shipment from or to a private residence or other location named in Note 1, a charge of \$3.90 per 100 pounds will be assessed in addition to all other charges subject to a minimum additional charge of \$35.00.
- (B)** The charge or charges provided for in this Item shall apply separately for pickup and delivery, and unless the bill of lading (shipping order) is specifically endorsed to show prepayment of all charges,

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the charge or charges shall be collected from the party whose location is subject to the additional charge described in this item.

NOTE 1

Location subject to the additional charges in this item include private residences, apartments, camps, and other points not open to the public for commercial purposes, including businesses operated out of private residences.

NOTE 2

Shipments consigned to contractors at construction or wrecking sites will be delivered to such job sites whether or not the consignee's representative is on hand to receive the shipment unless carrier has had specific instructions to the contrary, prior to the loading of the shipments. (also see Item 755 – Pickup Or Delivery Service At Construction Or Wrecking Sites).

ITEM 740

**PICKUP AND DELIVERY SERVICE
BY TRUCKS EQUIPPED WITH HYDRAULIC LIFT GATES**

In addition to all other lawfully published rates and charges \$3.90 per hundred pounds will be assessed on shipments picked up or delivered at sidewalks or on the ground by carrier's trucks equipped with hydraulic lift gates subject to a minimum charge of \$60.00 per shipment.

ITEM 750

PICKUP AND DELIVERY – GENERAL

- (A) Except as otherwise provided, rates in tariffs governed by this tariff include one pickup at point of origin and one delivery at point of destination. Points of origin and destination include all points within the limits of the cities, towns, or villages from or to which rates apply.
- (B) The term "pickup" means the service performed by the carrier or his agent in taking possession of and transporting freight from a platform, doorway, or shipping room at a warehouse, factory, store, place of business, or residence. The freight must be so situated as to be directly accessible to carrier's vehicle and immediately adjacent thereto. The placing of freight in such accessible position must be arranged by the consignor without assistance from carrier or carrier's agent.
- (C) The term "delivery" means the service performed by carrier or carrier's agent in transporting freight to, and surrendering possession thereof, at a platform, doorway or receiving room of warehouse, factory, store, place of business, or residence. Freight unloaded from carrier's vehicle shall be deposited upon the platform, floor, ground, or pavement at a point directly accessible to such vehicle and closely contiguous thereto and there left by carrier or carrier's agent.
- (D) Unless the bill of lading carries a notation to the contrary, a delivery receipt shall be signed by consignee or consignee's agent or contractor (see Note 1). In the event consignee or consignee's agent or contractor fails or refuses to acknowledge receipt in writing, carrier or carrier's agent may accomplish same by signing the delivery receipt, and such signing shall be binding upon the parties to the bill of lading.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 750 - Continued****NOTE 1**

Shipments consigned to contractors at construction or wrecking sites will be delivered to such job sites whether or not the consignee's representative is on hand to receive the shipment unless carrier has had specific instructions to the contrary prior to the loading of the shipment. (Also see Item 755 – Pickup or Delivery Service At Construction or Wrecking Sites).

ITEM 751**PICKUP AND DELIVERY SERVICE BEYOND ACCESSIBLE POINTS**

When carrier performs pickup or delivery services beyond the areas defined in Item 750, the charges as set forth in Paragraph (A) of this item will apply.

- (A) A charge of \$4.54 per 100 pounds, subject to a minimum charge of \$45.74 per shipment will apply on pickup or delivery services performed on the ground floor level, and a charge of \$5.34 per 100 pounds subject to a minimum charge of \$53.42 per shipment will apply on pickup or delivery services performed on other than ground floor level. When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the preceding charges will apply to each stop separately wherever the service is performed.
- (B) The charges as provided in this item will not include the service of packing, unpacking, erecting, dismantling, inspection of property, segregating, sorting, or similar services.
- (C) The charges as provided in this item will be in addition to all other lawfully published charges.
- (D) The charges provided in this item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service, except such charges for shipments moving on government bills of lading will be collected from the U.S. Government.

ITEM 754**PICKUP OR DELIVERY SERVICE AT
EXPOSITION OR CONVENTION CENTERS**

When carrier is requested or required to pickup or to deliver a shipment from or to an exposition center or convention center, no discount, discounted rate, commodity rate (including mileage rates), exceptions rate, or Freight All Kinds rating shall apply in determining freight charges. Charges shall be assessed and collected on the basis of 100 percent (100%) of the class (base) rate named in carrier's class rate tariff.

ITEM 755**PICKUP OR DELIVERY SERVICE AT CONSTRUCTION OR WRECKING SITES**

When carrier is requested or required to pickup or to deliver shipment from or to a construction or wrecking site, a charge of \$3.90 per 100 pounds will be assessed in addition to all other charges subject to a minimum additional charge of \$35.00.

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ITEM 756

**PICKUP AND DELIVERY SERVICE
PERFORMED ON SATURDAYS, SUNDAYS, OR HOLIDAYS**

The following charges will be assessed when a consignor or consignee requests pickup or delivery of freight on Saturdays, Sundays or Holidays. The charges in this item will be addition to all other lawfully published charges. Charges to begin upon notification of availability of equipment and shall end upon completion of loading and/or unloading.

- (A) On Saturdays, Sundays or Holidays, a charge of \$95.00 per man-hour or fraction thereof, subject to a minimum of \$350.00 per man.
- (B) Except as otherwise specifically provided, whenever the word Holiday is used in this tariff or in tariffs making reference hereto, the following days will be considered Holidays.

New Years Day	Labor Day	Veteran's Day
Washington's Birthday	Memorial Day	Columbus Day
Independence Day	Thanksgiving Day	Christmas Day
	Day after Thanksgiving	

ITEM 800

PROOF OF DELIVERY

Except as otherwise provided, when a carrier is requested by a consignee, a consignor or any interested party to furnish proof of delivery on a shipment which was delivered nine (9) months or longer prior to such request, the charge for such service shall be \$31.75 for each proof of delivery furnished in addition to all other applicable charges and remittance of the \$31.75 for each document must accompany the request for proof of delivery.

Except as otherwise provided, when a carrier is requested by a consignee, a consignor or any interested party to furnish proof of delivery on a shipment which was delivered less than nine (9) months prior to such request, the charge for such service shall be \$5.00 for each proof of delivery furnished. Charges herein shall be in addition to all other applicable charges and remittance of the \$5.00 for each document must accompany the request for proof of delivery.

ITEM 805

PROTECTIVE SERVICE

- (A) Protection of shipments against heat or cold will not be furnished unless specific arrangement therefore are made in advance of tender and request therefore is endorsed on the bill of lading or shipper's order by the consignor. Such endorsement must specify the temperature required in either Fahrenheit or Celsius (centigrade) scale. Temperature will be considered as being Fahrenheit unless otherwise specified.
- (B) We will accept shipments requiring protection against heat or cold subject to equipment and facility availability.
- (C) When shipper indicates on the bill of lading "Protection from Freezing is Required", the carrier will only be liable to protect against a freezing mark of 32 degrees Fahrenheit or zero degrees Celsius (centigrade) or lower. During circumstances when the temperature drops below 15 degrees Fahrenheit,

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- (D) we reserve the option to protect freight by choosing to keep freight in a protective environment at a Crystal Motor Express terminal and not sending freight out for delivery.
- (E) Protection of freezables is provided four (4) days a week, Monday through Thursday.
- (F) Ten percent (10%) surcharge, in addition to all applicable charges, will be applied to all shipments requiring Protective Services.
- (G) The phrase "Protective Services" must be conspicuously stamped, typed, or written on all Bills of Lading and Shipping Orders immediately before name of consignee or Protective Service in red letters at least one (1) inch in height with thickness of stroke ¼ inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders.

ITEM 810**RELEASE VALUE**

- (A) Excessive value shall be any value per pound in excess of the maximum class value as outlined herein. Carrier's liability will not exceed the Maximum Class Value Per Pound stated below unless a greater value (see "Excess Valuation") is declared in the Bill of Lading.
- (B) Carrier liability may be at invoice value, fair market value, released value, declared value or maximum class value per pound, but will not exceed the maximum class value per pound as indicated below. Claims will be based on a per item or article bases; liability will not be determined on the weight of the entire shipment nor the entire weight of the commodity in question.
- (C) This item will apply on any form of rate received by the shipper. However, if the rate received is a mileage rate, flat rate, or contract rate, the carrier's liability will be based on the maximum value of a Class 50 shipment, subject to Paragraph B.
- (D) If the shipment moves with a FAK class rate, the carrier's liability will be the same as that of the class reduction. For example, a Class 125 reduced to a Class 70, the carrier's liability would be the maximum value of Class 70 subject to Paragraph B.
- (E) If shipment value is not declared at the time of pickup, the carrier's liability will be determined by using the Maximum Class Value (as herein provided) as determined by the carrier and the freight charges will be the minimum amount according to the carrier's rate tariffs.
- (F) In the event of loss or damage to any shipment, carrier's maximum liability for loss or damage shall not exceed \$25,000 per shipment or \$35,000 per incident, and in no instance shall liability be greater than the actual value of loss or damage, less salvage.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 810 - continued**

CLASS	MAXIMUM CLASS VALUE PER POUND	CLASS	MAXIMUM CLASS VALUE PER POUND
500	\$ 10.00	100	\$10.00
400	\$ 10.00	92.5	\$ 8.00
300	\$ 10.00	85	\$ 6.50
250	\$ 10.00	77.5	\$ 5.50
200	\$ 10.00	70	\$ 4.50
175	\$ 10.00	65	\$ 3.50
150	\$ 10.00	60	\$ 2.50
125	\$ 10.00	55	\$ 2.00
110	\$ 10.00	50	\$ 1.00

ITEM 811**EXCESS VALUATION**

At the carrier's discretion, if a shipper wishes to purchase full value insurance coverage, the following rules and charges will apply:

(A) The shipper must request this coverage in writing on the bill of lading at the time of the shipment providing the value of the goods to be insured. Full value insurance coverage will not be provided unless: (i) both the value of the goods to be insured is provided on the Bill of Lading and (ii) "Full Value Insurance" is specifically requested on the Bill of Lading.

(B) The insurance will cover 110% of the invoice value of the goods indicated on the Bill of Lading, subject to a maximum of \$250,000 per shipment.

(C) The Bill of Lading MUST be noted as follows:

"Full Value Insurance Coverage Requested – Value to Insure: \$ _____"

Example:

To request Full Value Insurance Coverage, on a shipment with an invoice value of \$50,000, the shipper must include the following on the Bill of Lading:

"Full Value Insurance Coverage Requested – Value to Insure is \$50,000"

(D) Carrier will assess an additional charge of \$.50 per \$100 based on 110% of the stated value (as reflected on the Bill of Lading), subject to a minimum charge of \$25.00 per shipment. Charges are to be paid by the party responsible for the payment of the otherwise applicable freight charges.

Example:

- Invoice value declared on freight bill - \$50,000
- Amount of coverage = \$50,000 plus 10% = \$55,000
- Additional insurance charges at \$.50 per 100: \$55,000 = 550 (\$100 units)
- 550 multiplied by \$.50 = \$275.00 (the Full Value Insurance Coverage Fee)

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 811 - Continued**

- (E) Insurance coverage will exclude rust, oxidation, and discoloration. This is first dollar coverage and does not exempt loss and/or damage caused by Force Majeure conditions.
- (F) **Goods Excluded:** Household goods and personal effects; antiques; fine artwork paintings, drawings, statues, rare books and other works of art; fine jewelry, fine watches; precious stones, diamonds; precious metals and bullion (gold, platinum, silver, and other precious metals or articles); money and currency; accounts, bills, deeds, notes, securities, stock certificates, trading stamps, valuable papers, or documents, evidences of debt, letters of credit, tickets, passports, manuscripts, or mechanical drawings; recorded or electronic data and media; used equipment and machinery; contraband or property in the course of illegal transportation or trade; furs; live animals.
- (G) **Perils Excluded:** Nuclear exclusion (see ¶H); delay; loss of market; loss of use; interruption of business, or any consequential loss; mechanical breakdown, inherent vice or defect, wear and tear, insects, vermin or gradual deterioration; neglect of the assured to use all reasonable means to save and preserve the property at the time of or after any loss or damage.
- (H) **Nuclear Exclusion:** This Company shall not be liable for loss, damage, or expense arising directly or indirectly from any nuclear incident, reaction, radiation, or any radioactive contamination, all whether controlled or uncontrolled, occurring while said property is within the United States or arising from a source therein, and whether the loss, damage or expense be proximately or remotely caused thereby, or be in whole or part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, direct loss by fire resulting from nuclear incident, nuclear reaction, or nuclear radiation or radioactive contamination is insured against by this Policy.
- (I) Insurance coverage on electronics will be limited to visible physical damage caused by shipment and will exclude hidden electrical and electronic failure which is not radially evident.

ITEM 815**QUOTATIONS OF ESTIMATED CHARGES**

1. When carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on basis of effective published tariff provisions as applies to those facts concerning shipments which are made known to carrier. In all cases, the original bill of lading will be the determining factor in calculating freight charges.
2. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges which is not binding either to carrier or shipper.
3. All transportation charges on a shipment will be assessed on basis of published tariff provisions legally in effect at time of shipment as applied to commodity shipped and transportation related services performed in connection therewith.

ITEM 820**RECONSIGNMENT OR DIVERSION**

Carrier is not obligated to divert or reassign a shipment, but upon request of consignor, consignee, or owner, carrier may initiate the effort to divert or reassign subject to the following provisions:

- (A) The terms "reconsignment" and "diversion" are considered to be the same and include the following request:

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- (1) a change in the name of consignor or consignee;
- (2) a change in the place of delivery within the original destination point;
- (3) a change in the destination point; and
- (4) return (recall) of a shipment at point of origin.

(B) Requests shall be made in writing. If requests are made by telephone, these must be confirmed in writing. Requests may not be conditional or contingent upon any circumstance, and carrier will not accept any written notation on the bill of lading, shipper's order, package, or shipping tag made prior to the time reconsignment is requested.

(C) A request for reconsignment must be in writing and this shall constitute the requesting party's guarantee of payment for all freight charges on the shipment or shipments in question.

(D) A request for reconsignment of a portion of a shipment may not be made, and such a request shall constitute authority to reassign the entire shipment.

(E) Charges for reconsignment shall be in addition to all other freight charges and shall be:

- (1) Change in the Name of Consignor or Consignee

When a change in the name of consignee is requested, with no change in place of delivery, a charge of \$25.00 will apply.

- (2) Change in the place of delivery within the original destination point

- (a) Prior to Tender of Delivery (see Note A).

When reconsignment requires a change in the place of delivery at destination (with or without change in consignee's name), a charge of \$25.00 will apply.

- (b) After Tender of Delivery (see Note B).

When reconsignment requires a change in the place of delivery at destination (with or without change in consignee's name) after tender of delivery, the charge will be the tariff rate from point of reconsignment to the final destination, but not less than the rate from the origin to the final destination (see Note C).

- (3) Change in the destination point

- (a) When reconsignment occurs at origin, a charge of \$25.00 will apply.

- (b) When re-consignment occurs after a shipment has departed from origin, the charge will be the tariff rate from point of reconsignment to the final destination, but not less than the rate from the origin to the final destination (see Note C).

NOTE A

Reconsignment prior to tender of delivery shall mean a change which occurs at a point directly intermediate over the route of movement to the original destination or at carrier's destination terminal before the shipment has been loaded in the delivery vehicle.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 820 – Continued****NOTE B**

Reconsignment after tender of delivery shall mean a change which occurs after the shipment has arrived at destination or after the shipment has been loaded in the delivery vehicle at carrier's terminal as originally consigned.

NOTE C

The point of reconsignment shall be the destination point or the carrier's terminal at which a shipment is located when carrier acknowledges the reconsignment request can be honored.

ITEM 845**REDELIVERY**

- (A) When through no fault of carrier, a shipment cannot be delivered after tender of delivery or reasonable effort to affect delivery is first made during business hours, no further attempt will be made for redelivery except on request of consignee, consignee's agent, or contractor.
- (B) If redelivery is made, the redelivery charge shall be the tariff rate from carrier's terminal (or other point at which a shipment is held) to the place of delivery and shall be in addition to all other charges, including, but not limited to, the charge for movement from origin to place of delivery.
- (C) If consignee elects to take delivery at carrier's facility in lieu of redelivery by carrier, or if carrier's terminal is also located at the point of destination, and a redelivery is performed upon request, the shipment will be subject to the tariff rate for the initial movement from origin to place at which shipment is held, but not less than the tariff rate from origin to original destination and an additional charge \$7.00 per 100 pounds subject to a minimum charge of \$35.00 and a maximum charge of \$364.00.
- (D) The term "business hours" means 8:00 a.m. to 5:00 p.m. Monday through Friday on days other than holidays (see Item 756 – Pickup and Delivery Service Performed on Saturdays, Sundays, or Holidays).
- (E) Where consignee maintains more than one receiving point at destination, and the shipping instructions do not specify at which receiving point the shipment is to be tendered, carrier may tender the shipment for delivery at any receiving point at the billed destination.
- (F) Where specific reference is made to "vehicle", it means straight truck, semi-trailer, trailer, or four-wheeler, or any combination thereof using a single power unit.
- (G) When through no fault of the carrier, a shipment cannot be delivered after the first redelivery attempt, the shipment then becomes subject to the provisions of Item 910 (Storage).
- (H) A redelivery charge shall apply for each delivery attempt.

CRYSTAL MOTOR EXPRESS, INC.**ITEM 850****RELEASED VALUE COMMODITIES**

Where NMFC 100 provides for a released value, the commodity shipped the following will apply:

- (1) The released value, which shall be deemed to relate to each article separately and not to the shipment as a whole, must be entered on the shipping order and bill of lading in the following form: "The agreed or declared value of each article in this shipment is hereby specifically stated by the shipper to be not exceeding _____ per pound."
- (2) If shipper fails to execute the above statement or designates a value exceeding the maximum released value allowed as provided in the applicable item of NMFC 100, the shipment will not be accepted, but if shipment is inadvertently accepted, it will be considered as being released at the lowest valuation provided and shipment will move and be charged for, on the basis of such limitation of liability.
- (3) On any shipment that includes a commodity subject to a released value.
 - (a) Class rate minimum charges without discounts apply on minimum charge shipments unless the shipper releases the shipment to the lowest valuation in NMFC 100 for the commodity(s) shipped.
 - (b) Reduced minimum charges and Freight All Kinds (FAK) and single factor rates will only apply when released to the lowest valuation in NMFC 100 for the commodity(s) shipped.
- (4) Shipment accepted by carrier will have a released value not exceeding \$5.00 per pound.

ITEM 860**RETURNED UNDELIVERED SHIPMENT**

- (A) All non-perishable freight refused, unclaimed, or undelivered for any reason beyond carrier's control will be returned to carrier's terminal. Consignor will be notified by mail or facsimile of any such shipment within 48 hours after its return to terminal. Consignor will be allowed 48 hours free time following the date on which such notification is mailed or faxed to furnish disposition instructions. If such disposition is not furnished within the free time, shipment will be placed in storage at owner's expense (see Item 910 – Storage).
- (B) All perishable freight refused, unclaimed, or undelivered for any reason beyond carrier's control will be disposed at the discretion of the carrier. All charges associated with the disposal will be the responsibility of the owner of the freight, or party tendering shipment.
- (C) All shipments returned to carrier's terminal will be subject to the tariff rate or charge for such return movement in addition to the charge for the initial movement to the consigned destination.
- (D) Storage charges (Item 910) are applicable for any shipment held at carrier's terminal beyond free time.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 865****SPOTTING OF EQUIPMENT**

Upon request of customer and subject to availability of equipment, carrier will spot empty or loaded trailers, reposition empty or loaded trailers at users' facility, or pickup empty or loaded trailers subject to the following charges:

Miles (+)	Charge per	Miles (+)	Charge per
Not Over	Trailer	Not Over	Trailer
25	\$ 55.00	150	\$330.00
50	\$110.00	175	\$385.00
75	\$165.00	200	\$440.00
100	\$220.00	Over 200	Note 1
125	\$275.00		

NOTE 1

For distances over 200 miles, add to the charge for 200 miles \$55.00 for each additional 25-mile increment or fraction thereof to determine the charge.

NOTE 2

The above charges are in addition to the trailer rentals.

(+) – For any distance not shown, use the next greater distance shown.

ITEM 869**SINGLE SHIPMENTS**

When shipper provides carrier on one day at one time a single shipment charge of \$10.00 will be assessed in addition to all other applicable charges.

ITEM 870**SORTING, SEGREGATION, OR MARKING OF FREIGHT**

Where consignor, consignee, or other person responsible for freight bill payment requests banding, counting, labeling, marking, sorting, segregating, separating, tagging, weighing, wrapping, or other handling or holding of freight, carrier will perform such additional services where facilities permit. Charges are based on chart below, in addition to all other rates and charges subject to a minimum additional charge of \$50.00 per shipment. Where carrier does not receive linehaul revenue on any shipment or a separate portion of any shipment, the charges named in this item shall apply in addition to all other applicable charges, (also see Item 910 – Storage).

CRYSTAL MOTOR EXPRESS, INC.**ITEM 870 - Continued**

The following rates are per hundred weight:

NMFC CLASS	RATES FOR HANDLING, SORTING, SEGREGATING OR MARKING OF FREIGHT
50 to 77.5	\$3.12
85 to 100	\$4.60
110 & Over	\$7.50

ITEM 880**POOL CAR OR POOL TRUCK**

There will be sorting and segregating charges as per Item 870 in addition to all local freight charges whether carrier participates in linehaul movement or not on a pool car or pool truck distribution, in addition to linehaul revenue.

ITEM 890**SPECIAL LABOR AND SERVICE**

- (A) Except as specifically otherwise provided, rates published in tariffs subject hereto include the loading or unloading of freight by one employee of the carrier into and out of carrier's vehicle where such service does not require the use of special facilities, (any facility other than carrier's vehicle).
- (B) Where special facilities (see Paragraph A) and/or extra labor are necessary to load or unload freight which, on account of its nature, cannot be handled by one employee of the carrier, the consignor shall be required to furnish the additional help and/or equipment for loading and the consignee shall be required to furnish the additional help and/or equipment for unloading.
- (C) When additional help and/or equipment is not provided by the consignor or consignee under Paragraph B, and it is supplied by the carrier, or when carrier furnished additional help and/or equipment upon request of the consignor or consignee for the loading or unloading of freight of any nature, the following charges will be assessed in addition to all other normal and accrued freight charges:
- (1) Between the hours of 8:00 a.m. and 5:00 p.m. on weekdays (Monday through Friday) and Saturday (except where the carrier does not hold himself out to provide transportation and service in connection therewith on Saturday) except where such weekday or Saturday is a national, state or municipal holiday, apply Group I Rates.
 - (2) All other times (except where carrier does not hold himself out to provide transportation and service in connection therewith on Saturday) except where such weekday or Saturday is a national, state or municipal holiday apply Group II Rates.

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ITEM 890 – Continued

	GROUP I		GROUP II	
For Service of	Per Man Hour	Minimum	Per Man Hour	Minimum
Labor, other than foreman rigger or skilled mechanic	\$55.00	4 hours	\$ 85.00	4 hours
Foreman rigger or skilled mechanic	\$65.00	4 hours	\$ 95.00	4 hours
Rigger, other than foreman	\$75.00	4 hours	\$105.00	4 hours
Equipment, viz; Chisel truck or winch truck not including labor	\$80.00	4 hours	\$ 80.00	4 hours

(D) Charges as provided for in Paragraph (C) will be added as a separate item on the carrier’s freight bill to be collected from the person responsible for the payment of freight charges, except that where the application of charges as provided in Paragraph (C) is in connection with the unloading of freight which has moved prepaid from origin to destination, such charges will be assessed against and collected separately from the consignee.

ITEM 895

SPECIAL LABOR – DEDICATED SERVICE

When consignee or consignor requests dedicated service (1 man and 1 vehicle) and carrier agrees to such request, the following charges shall apply.

- \$105.00/hr. Applies on weekdays, except holidays (see Item 756) between 8:00 a.m. and 5:00 p.m.
- \$115.00/hr. Applies on weekdays, except holidays (see Item 756) between 5:00 p.m. and 8:00 a.m.
- \$130.00/hr. Applies on Saturdays, Sundays or Holidays (see Item 756)
- \$ 0.44 Rate in cents per mile in addition to the rates. Mileage to be computed from the actual miles of speedometer readings from the time the vehicle leaves garage until it returns thereto.

NOTE

Between the hours of 8:00 a.m. and 5:00 p.m. charges will be subject to a minimum of five hours, when time is between the hours of 5:00 p.m. and 8:00 a.m. charges will be subject to a minimum of eight hours. Time shall be computed from equipment’s departure from carrier’s terminal until return to that terminal.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 900****STOPOFFS**

A shipment moving on one bill of lading or shipping order from one consignor at one point of origin at one time consigned to one consignee at one destination may be stopped off in transit at any point or place for the purpose of partial loading or unloading, subject to the following provisions:

- (A) Stop-off will only be permitted at points within the scope of carrier's operations.
- (B) The bill of lading or shipping order must show the point or points at which the shipment is to be stopped for partial loading or unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point.
- (C) Charges on shipments moving under this rule shall be determined on the basis of the exclusive use of the vehicle and mileage from origin to destination via the stop off points within a contiguous routing pattern.
- (D) The charge for each stop, exclusive of the original pickup for loading and exclusive of the last stop for unloading shall be \$101.75.
- (E) Stopping in transit for partial loading or unloading will not be permitted on shipments consigned "C.O.D.", "TO ORDER", "ORDER NOTIFY", or to be delivered only on shipper's written order, or when accompanied by any instructions from the consignor requiring the surrender or presentation of the bill of lading, a written order, or any other document as condition precedent to deliver at stop-off point, or when shipment is not rated as a truckload.
- (F) The carrier's agent at the stop-off point, or if there be no such agent at such point, the driver of the vehicle, shall obtain in writing, a statement such as a notation on the freight bill of the quantity, description and weight of the portion of the shipment loaded or unloaded at the stop-off point or points.

ITEM 910**STORAGE**

Freight held in carrier's possession by reason of an act or an omission of the consignor, consignee or owner, or for customer clearance or inspection, and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions:

- (a) Storage charges on freight awaiting line haul transportation which has a specific delivery date (other than next day delivery) noted on the Bill of Lading will begin at 7:00 a.m. the day after freight is received by the carrier.
- (b) Storage charges on undelivered freight will begin at 7:00 a.m., the first business day after notice of arrival has been given except no charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
- (c) Freight stored in carrier's possession will be assessed a charge of 110 cents per 100 pounds or fraction thereof per 24 hours or fraction thereof subject to the following:

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 910 - Continued**

Minimum Storage Charge \$75.00 per day.

<u>Maximum Storage Charge</u>	<u>Charge</u>
For the first 24 hours or fraction thereof	\$ 85.00
For the second 24 hours or fraction thereof	\$115.00
For the third and each succeeding 24 hours or fraction thereof	\$170.00

- (d) Storage charges under this item will end when carrier is unable to deliver or transport the freight as a result of action by the consignee, consignor, owner or customs official.
- (e) Carrier's storage charges under this item will not apply on the day carrier places the freight in public warehouse. When carrier does place the freight in a public warehouse, a charge will be assessed based on the published tariff rates from carrier's terminal to the warehouse. Mixed shipments will be charged on the basis of the commodity, subject to the highest rate and rating provided in such mixed shipment.
- (f) Any freight held in storage will be considered at warehouseman's liability.

ITEM 915**STORAGE OF PERISHABLE FREIGHT**

If perishable freight is held in the carrier's terminal, vehicle or vehicles by reason of an act, request or any omission on the part of the consignor, consignee, owner or 3rd party, and which through no fault of the carrier cannot be delivered, such freight will be considered stored, subject to the following provisions;

- (A) Except as otherwise provided, storage charges on undelivered freight will begin on the following day at 7:00 a.m.
- (B) Subject to the provisions of Paragraph (A), storage charges per day (Note A) will be as follows in addition to all other lawful rates and charges: \$1.10 per 100 pounds, with Minimum Charge of \$75.00 per shipment per day or with a Minimum Charge of \$350.00 per trailer per day.
- (C) Storage charges will be assessed for any Saturday, Sunday, National State or Municipal Holiday, in addition to all other lawful rates and charges.
- (D) Storage charges under this item will end when carrier is unable to deliver or transport the freight as a result of action by the consignee, consignor, owner or customs official.
- (E) Any freight held in storage will be considered at warehouseman's liability.

NOTE A

In computing Storage Charges, any fraction of a day (24 hours) shall be deemed a day.

CRYSTAL MOTOR EXPRESS, INC.**ITEM 918****TRAILER RENTAL**

- (A) Upon prior arrangement with carrier and subject to availability of equipment, carrier will furnish trailers for the temporary use by customers, subject to Item 865 (Spotting of Empty Equipment) at a charge of \$50.00 per day, including Saturdays, Sundays, and Holidays (See Note 1).
- (B) Trailers must be relinquished within 24 hours of carrier's request, and upon pickup by carrier, the trailer must be in the same condition as when spotted. Costs or expenses incurred by carrier to clean, restore, repair or unload trailers shall be assessed against the user in addition to the daily charge.

NOTE 1

Trailers spotted pursuant to this item shall not be subject to Item 985 (Vehicles Furnished but Not Used).

ITEM 955**TERMINAL HANDLING CHARGES**

When shipments are delivered to carrier's terminal in other than carrier's own vehicles and require unloading, platform handling and loading to other than carrier's own vehicles, the following charges will apply in addition to all other legally applicable charges.

NMFC CLASS	RATES FOR HANDLING, SORTING & SEGREGATING
50 to 77.5	\$3.12
85 to 100	\$4.60
110 & Over	\$7.50

NOTE: Minimum charge: \$50.00 per shipment

ITEM 960**NEW YORK CITY ARBITRARY**

On shipments consigned to or originating from the New York metropolitan area zip codes 100 thru 102 a New York arbitrary charge of \$25.00 will be assessed per shipment in addition to all other applicable charges.

ITEM 982**UNCRATED MERCHANDISE****(SHIPPING AND HANDLING)**

- (A) Class rates, exception rates, commodity rates (including rates on property, N.O.I., or Freight All Kinds), and rate discount or allowance provisions named in carrier's tariffs apply only in conjunction with shipments which are properly prepared for shipment, including all requirements of the governing classification. Where any article is tendered for shipment uncrated, unboxed, unwrapped, not palletized, or otherwise not secured with a container or covering in a fashion to prevent loss or damage in transit, such article is accepted subject to the release valuation provisions of this item, and the rate

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shall be determined as three (3) times the Class 100 rate or three (3) times the minimum charge named from the same origin and destination. The rate shall not be subject to any percentage discount or allowance provision.

- (B) In connection with articles named above which are accepted for shipment, rates are subject to consignor's release of said articles to a value not exceeding \$0.10 cents per pound, subject to a maximum value of \$15.00 per shipment. Carrier's liability for loss or damage shall be limited to an amount not exceeding the released valuation named in this paragraph and in no instance greater than the actual value of the article, whichever is lower.
- (C) Any consignor or other responsible party desiring to tender an article, including refused or returned shipments, which are uncrated, unboxed, unwrapped, not palletized, or otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, shall enter on the bill of lading (shipper's order) a released valuation as provided for in paragraph (B) but in no instance a valuation greater than the actual value, whichever is lower. Carrier may issue a corrected bill of lading at any time in the event consignor or other responsible party fails to comply with the requirements of this item. The corrected bill of lading shall govern the transportation services provided as if it had originally been issued at the time the article was tendered.
- (D) Uncrated, unboxed, unwrapped, unpalletized articles, and articles otherwise not secured within a container or covering in a fashion to prevent loss or damage in transit, which are not tendered pursuant to the released valuation provisions named in this item, are accepted for transportation at owner's risk for loss or damage attributable to the absence of protection.
- (E) Carrier reserves the right to refuse to carry any freight it deems non-transportable and/or may cause damage to other freight.

ITEM 984**UNCRATING OF MERCHANDISE**

If carrier agrees to, (at its sole discretion), uncrate an item or shipment, there will be a charge of \$10.00 cwt subject to a minimum charge of \$90.00. These charges will be in addition to all other applicable charges. Carrier will not be responsible for disposal of debris.

ITEM 985**VEHICLES FURNISHED BUT NOT USED**

Unless cancellation is received prior to carrier dispatching vehicle, and due to no disability, fault or negligence on part of carrier, the following charges will apply:

Volume or Truckload

- \$105 per hour per vehicle from the time vehicle leaves terminal and returns to terminal. Any part of hour will be billed as a full hour.
- \$350.00 minimum charge per vehicle

Less Than Truckload (LTL)

- Minimum charge plus Fuel Surcharge of established rates with account requesting pickup.

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- Exception: In no case will the Minimum Charge be less than \$40.00 plus Fuel Surcharge (New England average) in effect on date of attempted pickup.

Fuel Surcharge is posted every Monday by the U.S Energy Information Administration – email: www.eia.gov/petroleum/gasdiesel.

ITEM 986

**TRANSPORTATION OFFICER: MECHANICSBURG, PA
NEW CUMBERLAND, PA**

\$150.00 Surcharge per bill for deliveries or pickups at Mechanicsburg, PA and New Cumberland, PA due to long delays. This surcharge is in addition to any other applicable charges.

ITEM 990

FUEL SURCHARGE (APPLICATION OF SURCHARGE)

All single or joint-line line haul rates and charges published in tariffs making reference to this tariff as a governing publication are hereby or will on their effective dates be increased as provided below for the period this notice is in effect, unless otherwise specifically stated to the contrary. The fuel surcharge shall not apply to accessorial charges.

The fuel surcharge will be added to all freight charges for line haul transportation and to all charges for other services, which consume fuel.

In applying the surcharge provided herein, first determine the applicable rate or charge for each shipment including any increase or reduction applicable thereto, and then apply the fuel surcharge provided for herein. The fuel surcharge is then added to the shipment charges in addition to all other applicable charges.

The Fuel Surcharge will be based on the weekly U.S. Department of Energy Region 1 Index of Diesel Fuel Prices New England averages and the Fuel Surcharge Table listed below. Adjustments to the Fuel Surcharge percentage will occur on the Monday following the weekly posting by the Department of Energy. The Department of Energy Fuel Index may be confirmed at 1-202-586-6966.

Crystal Motor Express, Inc. Fuel Surcharge Table

When the Fuel Index is:

At Least:	But Less Than:	Percentage:
110 cents	114 cents	1.5%
115 cents	119 cents	2.0%
120 cents	124 cents	2.5%
125 cents	129 cents	3.0%
130 cents	134 cents	3.5%
135 cents	139 cents	4.0%
140 cents	144 cents	4.5%
145 cents	149 cents	5.0%
150 cents	154 cents	5.5%
155 cents	159 cents	6.0%
160 cents	164 cents	6.5%

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165 cents	169 cents	7.0%
170 cents	174 cents	7.5%
175 cents	179 cents	8.0%
180 cents	184 cents	8.5%
185 cents	189 cents	9.0%
190 cents	194 cents	9.5%
195 cents	199 cents	10.0%
200 cents	204 cents	10.5%
205 cents	209 cents	11.0%
210 cents	214 cents	11.5%
215 cents	219 cents	12.0%
220 cents	224 cents	12.5%
225 cents	229 cents	13.0%
230 cents	234 cents	13.5%
235 cents	239 cents	14.0%
240 cents	244 cents	14.5%
245 cents	249 cents	15.0%
250 cents	254 cents	15.5%
255 cents	259 cents	16.0%
260 cents	264 cents	16.5%
265 cents	269 cents	17.0%
270 cents	274 cents	17.5%
275 cents	279 cents	18.0%
280 cents	284 cents	18.5%
285 cents	289 cents	19.0%
290 cents	294 cents	19.5%
295 cents	299 cents	20.0%
300 cents	304 cents	20.5%
305 cents	309 cents	21.0%
310 cents	314 cents	21.5%
315 cents	319 cents	22.0%
320 cents	324 cents	22.5%
325 cents	329 cents	23.0%
330 cents	334 cents	23.5%
335 cents	339 cents	24.0%
340 cents	344 cents	24.5%
345 cents	349 cents	25.0%
350 cents	354 cents	25.5%
355 cents	359 cents	26.0%
360 cents	364 cents	26.5%
365 cents	369 cents	27.0%
370 cents	374 cents	27.5%
375 cents	379 cents	28.0%
380 cents	384 cents	28.5%
385 cents	389 cents	29.0%
390 cents	394 cents	29.5%
395 cents	399 cents	30.0%
400 cents	404 cents	30.5%
405 cents	409 cents	31.0%
410 cents	414 cents	31.5%

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415 cents	419 cents	32.0 %
420 cents	424 cents	32.5 %
425 cents	429 cents	33.0 %
430 cents	434 cents	33.5 %
435 cents	439 cents	34.0 %
440 cents	444 cents	34.5 %
445 cents	449 cents	35.0 %
450 cents	454 cents	35.5 %
455 cents	459 cents	36.0 %
460 cents	464 cents	36.5 %
465 cents	469 cents	37.0 %
470 cents	474 cents	37.5 %
475 cents	479 cents	38.0 %
480 cents	484 cents	38.5 %
485 cents	489 cents	39.0 %
490 cents	494 cents	39.5 %
495 cents	499 cents	40.0 %

The reported price will be rounded to the nearest whole cent when applying the formulas shown.

Fraction of less than one-half cent will be dropped; fractions of one-half cent or greater will be increased to the next whole cent.

The proceeds of the fuel price emergency tariff increases are being passed along to the individuals or entities actually bearing the burden of the increased fuel cost.

ITEM 994**HAZARDOUS MATERIALS**

- (A) A hazardous material handling fee of \$20.00 per shipment will be assessed to any shipment containing commodities that are classified as hazardous by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49.
- (B) This charge will be in addition to all other charges and will not be subject to discounts.

ITEM 995**INFECTIOUS SUBSTANCES**

- (A) Crystal Motor Express, Inc. will not accept infectious substances, class 6.2, as listed in the Hazardous Materials publication, CFR 49. Articles of this nature inadvertently accepted will be subject to a handling fee of \$500.00 per shipment.
- (B) This charge will be in addition to all other charges and will not be subject to discount.

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CRYSTAL MOTOR EXPRESS, INC.**ITEM 996****WEIGHTS & INSPECTIONS**

- (A) A weights and inspection charge will apply for any freight bill where an adjustment to either weight or class has been made due to an inspection performed internally or externally.
- (B) Where the adjustment increases charges by \$20.00 or more, the weights and inspection charge per bill shall be \$10.00.
- (C) This charge will be in addition to all other charges and will not be subject to discounts.

ITEM 3000**EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS**

(N)	New
(R)	Denotes reduction
(A)	Denotes addition
(B)	Denotes change
LTL	Less than truckload
MC	Motor Carrier
MIN. CHG.	Minimum Charge
MIN. WT.	Minimum Weight
NOIBN	Not otherwise indicated by name
TL	Truckload

ITEM 3010**MARTHA'S VINEYARD & NANTUCKET ISLAND**

Subject shipments are rated accordingly:

From: Point of pickup
 To: Wareham, MA (location of Cape Cod Express Terminal)

Plus: Local charges from Wareham, MA to final destination
 (Cape Cod will rate per their current CPCD Tariff)

This is a combination of rates and the only way the islands can be handled due to the fact that each shipment must be transported over to the islands via the local steamship authority

ITEM 3020**GUARANTEED AM DELIVERY**Special Services:

Deliveries requiring specific times in the AM will be assessed a special delivery charge. This charge will be in addition to the regular freight charges and is for a premium guaranteed service. Service will be performed within a half-hour time frame or additional guaranteed charge would be null and void. Original freight charge will still apply.

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Additional charges are as follows:

8am	\$ 80.00
10am	\$ 55.00
12pm	\$ 30.00

ITEM 3040

HOMELAND SECURITY - Surcharge

A \$8.00 surcharge will be applied to shipments picked-up or delivered to any pier, port (including CFS, Container Freight Stations) or airport.

ITEM 3041

AIRLINE PICKUPOR DELIVERY

Requests for pickup within the confines of airports Monday thru Friday will be assessed an additional charge of \$55.00 in addition to all other applicable charges.
Requests for pickup within the confines of airports on Saturdays will be assessed and additional charge of \$375.00 in addition to all other applicable charges.

ITEM 3045

TOLL CHARGE

Shipments transiting through the states of New Jersey or metropolitan New York zips 100-119 will be assessed a toll charge not to exceed \$5.00 per shipment. This charge is in addition to all other applicable charges.

ITEM 3050

CARRIER LIABILITY ON PALLET RATED SHIPMENT

Shipments tendered under pallet rate or unit rate provisions will be restricted to a carrier liability limit of .50 cents per pound per shipment, unless otherwise stated under contact agreement signed by both parties.