

Rules Circular setting forth carrier's payment conditions for

EFSWW, LLC

**FF# 8458
USDOT# 2972467**

TARIFF 100

Applying on
Truckload Line Haul
Freight All Kinds
Regulated and Exempt

Rules circular applies on Intrastate, Interstate Commerce & Cross Border

PAYMENT RULES

ISSUED: January 16, 2013

EFFECTIVE: January 16, 2013

***ISSUED BY
EFSWW, LLC***

Carrier reserves the right to modify this Rules Circular at any time without prior notice. A current version of the Rules Circular is available upon request.

PAYMENT RULES AND REGULATIONS

Currency and Payment of Charges Item 3

All rates, charges, or other amounts published in this tariff are stated in U. S. currency and all charges are payable in U. S. currency. Credit card payments will be subject to an additional fee.

Carrier shall submit an invoice to the specified party in accordance with the terms on the original bill of lading. Payment terms extended are "net 30 days" on all invoices. Failure to remit payment within terms may result in all future transportation charges to be collected at the time shipments are picked up or delivered (in accordance with the original bill of lading terms). The carrier may revoke its credit terms at any time in the event they become concerned with the bill to party's willingness or ability to pay the carrier and the carrier may demand payment from the any principal to the shipment.

Freight invoices not paid within the carriers terms are subject to forfeiture of discounts and/or quoted rates and will be rated at full class based on the current tariff in effect and actual class. Invoices will also be subject to a service charge of 1 and ½ % per month. In the event carrier deems it necessary to retain the services of legal counsel and/or a collection agency to collect any outstanding indebtedness, responsible paying party (shipper/consignee/broker) shall pay attorney or collection fees in the amount of \$300.00 or 33.33% whichever is greater.

All disputes of any kind that may require litigation between EFSWW, LLC as the plaintiff and/or as defendant related to transportation issues will be held at the venue of EFSWW, LLC choice and the prevailing party will be entitled to reasonable legal fees. In the event it becomes necessary to domesticate and execute on a judgment it will be at further expense to the debtor.

THIRD PARTY BILLING:

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper and the consignee in the event full payment of the freight charges is not received pursuant to the third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

PRIORITY OF FREIGHT CHARGE OBLIGATION:

When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for the freight charges inclusive of carrier's rates, the following rules shall apply:

The intermediary will segregate money due owing to carrier from other accounts. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier set forth at 49 C.F.R §371. A constructive interline trust shall apply on all shipments. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply. In the event the broker, freight forwarder or interlining carrier pledges EFSWW, LLC freight charges to a bank or factoring company, the bank and/or factoring company is subject to the same terms and conditions as their Assignor and they are required to release the constructive trust freight charges earmarked for EFSWW, LLC within five business days from becoming aware that the accounts receivable were encumbered.

Carrier preserves recourse for payment of all freight charges to the consignor or the consignee and beneficial owner of the goods.

Freight charges are not eligible for offset, for any reason, including but not limited to freight claims.

Intermediary broker, Freight Forwarder, 3rd Party logistics Provider Item 4

A broker is considered to be the agent of the shipper. An instrument within the scope of the Shipper's agent's authority by which an agent intends to bind his principal, does bind him if such intent is plainly inferable from the instrument itself, including but not limited to a rate confirmation, load confirmation, rate sheet and any other document dispatching EFSWW, LLC to move a load on behalf of the principal of the shipment is considered to be a non negotiable contract with the shipper.

Driver Signature Item 5

The signature of EFSWW, LLC driver is to be considered a binding signature within the contract bill of lading establishing a non negotiable contract with the shipper, receiver and EFSWW, LLC. The driver's signature will acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document.

Default Payment Terms Item 6

When consignor fails to state the freight terms in writing on the bill of lading or the freight terms are unclear on the bill of lading, both the shipper and receiver remain jointly and severally liable to the carrier.

BILL TO:

A person or entity affiliated designated on the bill of lading as responsible for paying the freight charges but who is affiliated with either the shipper or consignee.

PAYMENT TERMS:

Prepaid designates shipper is responsible for payment of freight charges; Collect designates consignee is responsible for payment of freight charges. Payment terms will be changed from prepaid to collect if the BILL TO be an affiliate of the consignee or from collect to prepaid if the BILL TO and shipper are affiliated.

RATE QUOTE:

A price quotation derived from a non-contractual tariff, scale or pricing document. Rate quotations may change on a daily basis due to balance, carrier need, or other freight characteristics. Rate quotations are valid on the day of shipping for LTL shipments and 10 days on TL shipments. Liability is limited to \$.50 per lb.

THIRD PARTY:

A person or entity designated on the bill of lading as responsible for paying the freight charges but who is neither the shipper or affiliate of the shipper nor the consignee or an affiliate with the consignee.

PAYMENT PROTECTION:

Carrier reserves the right to withhold delivery as a mechanics lien for any shipment in route for any unpaid freight bills that may involve parties named on the Bill of lading, the shipper, consignee and or a third party "Bill to" or the dispatching broker and or by a known indirect intermediary participating in the shipment at issue for a multi-brokered transaction.

Exclusive Use of Trailer Item 7

No shipment is entitled to the exclusive use of the trailer unless arrangements and price have been agreed to by carrier and paying party prior to shipment. In all other instances, carrier has control.

Pallet Exchange Item 8

EFSWW, LLC does not participate in pallet exchange programs.

Pallet Jack (PJK) Item 9

If a pallet jack is required at time of delivery or pickup and the carrier is responsible for providing the pallet jack, an applicable charge of \$40.00 per pallet jack will be assessed. This charge is the responsibility of the paying party as noted on the original bill of lading.

Detention Item 10

Carrier's line haul charges include a reasonable amount of time to accomplish the pick up and/or delivery of the shipment. When the time required exceeds the standard free time, additional charges will apply. Detention charges are the responsibility of the paying party as noted on the original bill of lading. Two (2) hours of free time. The additional charge once free time is exceeded is \$75.00 for the first hour and \$37.50 for each 30 minute increment or part thereof. Time shall end upon completion of the loading and acceptance by the driver signed bill of lading or upon completion of unloading and acceptance by the driver of a signed delivery receipt.

Shipper Load & Count 11

Unless otherwise marked, all shipments are Shipper load and count.

Conflicting Terms 12

No company through a separate contract or agreement can void the terms of this tariff, including but not limited to a Broker Carrier agreement, Shipper Carrier agreement or any form of a rate confirmation. At all times this Tariff is enforceable and its terms and conditions apply. In the event there is any conflict whatsoever with any other contract or agreement this Tariff shall prevail.

LIMIT OF LIABILITY 13

In no case will the maximum cargo liability be greater than \$25,000 for a Truckload shipment. Cargo liability on LTL shipments may vary by carrier, but in no case will the maximum liability for new goods be greater than \$10 per pound, or for used or resold goods be greater than \$0.10 per pound. On LTL shipments, the CARRIER may offer upon request a cargo coverage insurance policy for purchase by the Customer. In no case will the maximum cargo liability be greater than \$100 per shipment on small parcel and/or postal items.