

DUNHAM EXPRESS CORPORATION
A Wisconsin Corporation

USDOT 151855; MC-198998

**General Tariff Containing
Classifications, Rules, And Practices**

For The

Transportation of Property

Issued By:

DUNHAM EXPRESS CORPORATION
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ITEM	<p style="text-align: center;">Dunham Express Corporation Tariff No. 107 RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY</p>
100.000	<p style="text-align: center;">This Tariff - Issuer, Authority, and Application.</p> <p>This Tariff, containing rules, regulations, practices and certain accessorial rates and charges, including supplements or loose-leaf page amendments or successive issues hereof, is established and promulgated by Dunham Express Corporation, a Wisconsin corporation, US DOT 151855, MC-198998, www.dunhamexpress.com (hereinafter, “Dunham”). In accordance with the specifications of the Items herein, this Tariff applies to and governs transportation of all shipments tendered to and accepted by Dunham for transportation, except with respect to specific exceptions set forth by written agreement between Dunham and a shipper or third party.</p>
105.000	<p style="text-align: center;">This Tariff - Effective Date and Savings Clauses.</p> <p>This Tariff is effective April 15, 2002. This Tariff does not modify the prior effective dates and applications, to the extent that it is a compilation and codification of prior rules, regulations, practices and certain accessorial rates and charges and customary practices of Dunham. Any failure to enforce or apply any provision of this Tariff, or any other provision of an agreement between Dunham and shipper or third party, shall not constitute a waiver of that provision by Dunham and shall not diminish Dunham’s right to enforce such provision.</p>
110.000	<p style="text-align: center;">This Tariff - Governing Rates and Charges.</p> <p>To determine the amount of any charge for Dunham’s transportation and accessorial services, consult the applicable rate sheet. Dunham’s effective rates and charges for transportation and accessorial services are available upon request at the local Dunham office or by contacting Dunham’s corporate sales department at 800-236-7127 ext. 232. Dunham’s effective rates are defined as the rates established by Dunham for the type of service provided for individual shippers, which are in effect at the time of shipment, plus any additional charges or rates for accessorial services, additional or non-standard usage, or any other additional charges referenced in this Tariff, or those additional rates set out in a customized contract between Dunham and shipper.</p>
130.000	<p style="text-align: center;">Definitions - Generally.</p> <p>Definitions apply to the use of the defined term throughout this Tariff except as otherwise specified in individual items.</p>
130.001	<p style="text-align: center;">Definition - “Shipment”.</p> <p>The term “shipment” as used herein is a tendering of freight received from one shipper at one point, at one time, for one consignee, at one destination, and covered by one Dunham manifest entry and/or receipt or other form serving the same purpose.</p>

ITEM	<p style="text-align: center;">Dunham Express Corporation Tariff No. 107 RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY</p>
<p>130.002</p>	<p style="text-align: center;">Definition - “Package”.</p> <p>The term “package” includes letters and means any container and its contents, and includes any article which may be handled loose if the handling thereof can be accomplished in a reasonably safe and practicable manner.</p>
<p>210.000</p>	<p style="text-align: center;">Contraband Commodities - Generally.</p> <p>Contraband commodities are commodities which Dunham does not accept for transportation and which shipper shall not tender for transportation by Dunham. It is the responsibility of shipper to not tender contraband commodities for transportation by Dunham. Transportation of contraband commodities by Dunham does not constitute acceptance of or waiver of the prohibition of shipper’s tendering the contraband commodity for transportation whether or not the contraband is concealed in sealed packages or containers.</p>
<p>212.000</p>	<p style="text-align: center;">Contraband - Currency or Equivalent, Items of Extraordinary Value.</p> <p>The following are contraband commodities: cash; currency; money notes; bullion stamps; negotiable instruments; postage stamps; works of art; jewelry or precious stones; any article or material, in whatever form, which contains 50% or more by weight of gold, silver, or platinum or any combination thereof; and any package having a value of more than \$5,000 U.S.</p>
<p>215.000</p>	<p style="text-align: center;">Contraband - Hazardous Materials.</p> <p>Commodities classified as hazardous materials and transportation of which, by law or regulation, requires placarding of Dunham’s vehicle and including, but not limited to, fireworks, explosives, ammunition and firearms are contraband commodities. Shipper shall not tender such hazardous material shipments for transportation by Dunham.</p>
<p>218.000</p>	<p style="text-align: center;">Hazardous Materials, Limited Exception.</p> <p>Notwithstanding Dunham’s prohibition of transportation of hazardous materials, Shipper may tender for transportation by Dunham hazardous material shipments of such type of material and/or quantity that do not require placarding of Dunham’s vehicle; provided, shipper shall provide specific notice to Dunham of the commodity and hazardous classification of such shipment and shall apply such markings identifying each package in such shipments as hazardous materials as required by law or regulation. Shipper shall hold Dunham harmless for any damage or claim of whatever kind or type which may arise from or is related to shipper’s tender of hazardous materials to Dunham for transportation, including but not limited to environmental remediation and cost of responding to such claims, including claims of regulatory agencies having jurisdiction, including reasonable attorneys fees.</p>

ITEM	<p style="text-align: center;">Dunham Express Corporation Tariff No. 107 RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY</p>
<p>220.000</p>	<p style="text-align: center;">Dunham’s Right of Inspection.</p> <p>Although Dunham reserves and shall under all circumstances retain the right to open and inspect packages tendered to it, in the courier business it is usual and customary for the courier to accept tender of sealed or locked packages or containers which are not customarily subjected to opening for inspection. Absence of inspection shall not waive Dunham’s right to inspect and shall not serve as the basis for any claim of liability or as a defense against Dunham.</p>
<p>260.000</p>	<p style="text-align: center;">Packages and Packing, Shipper Responsibility.</p> <p>Shipper is responsible for packaging and packing all articles or components of a shipment, consistent with type and quantity of the commodity tendered and the selected mode of transportation, adequately for safe, damage free transportation and meeting or exceeding industry standards such as but not limited to standards prescribed, required or recommended by the United States Postal Service, United Parcel Service, National Motor Freight Classification, United Nations, International Safe Transit Association, or, in the case of any medical sample or as otherwise applicable, the OSHA Bloodborne Pathogen standard, 29 C.F.R. § 1910.1030. Dunham may refuse to accept for transportation any shipment or package which appears improperly or insecurely packed or which, in Dunham’s judgment, may soil, taint, or otherwise damage shipments or packages of other shippers or Dunham’s equipment, or which appears damaged or not to afford reasonable protection to the shipment of the tendering shipper or others. Failure of Dunham to reject any shipment or package does not waive shipper’s responsibility for packaging and packing.</p>
<p>301.000</p>	<p style="text-align: center;">Pick-Up and Shipping Documents.</p> <p>In the absence of some other form of receipt, Dunham’s driver’s notation of pick up on the manifest constitutes receipt for the shipment and, absent notation of exceptions, shall be deemed acceptance by Dunham in apparent good order based on shipper load and count. All shipments are accepted based on shipper load and count unless shipper provides an itemized manifest or packing list, which can be visibly verified by Dunham’s driver and which is signed as a receipt with copy provided to Dunham. Terms and conditions set forth on a receipt or other form provided by shipper and signed by Dunham, including Uniform Straight Bill of Lading or any other form of bill of lading, shall apply only insofar as they are not inconsistent with this Tariff and common usage and practice. Any inconsistency or ambiguity shall be resolved in favor of application of this Tariff.</p>

ITEM	<p style="text-align: center;">Dunham Express Corporation Tariff No. 107 RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY</p>
<p>305.000</p>	<p style="text-align: center;">Delivery, Attended or Unattended.</p> <p>Delivery for all purposes shall be deemed to include, but not be limited to: delivery to the consignee or the consignee's actual or apparent agent or representative, delivery to the address or location specified on the Dunham source document, delivery to a reasonable alternate address or location, delivery in accordance with trade custom or usage, delivery pursuant to Dunham's customary delivery procedures or delivery otherwise permitted under this Tariff. Unless the shipper, in writing, requests delivery confirmation service requiring a signature of consignee, Dunham reserves the right, in its sole discretion, to make a delivery without obtaining a signature.</p>
<p>307.000</p>	<p style="text-align: center;">Pick-Up and Delivery - Key Access Service.</p> <p>Shipper requiring lockbox or secure facility or area pickup and/or delivery (“Key Access Service”), at shipper’s sole cost and expense, shall provide to Dunham detailed directions to be followed by Dunham’s driver to locate and to access and exit the lockbox or secure facility or area (including any shipper required login or logout procedures) together with such keys, key cards or other instrumentalities (“Access Key”) necessary to effect access and exit. To minimize potential misuse, in the event of loss or theft, shipper shall not use a means of identification of Access Keys which discloses location and Dunham shall apply coded identification of Access Keys. Dunham’s driver or other Dunham authorized personnel who effect Key Access Services are deemed invitees of shipper and/or consignee and shall be accorded a safe place to effect Key Access Services; and shipper shall hold Dunham and such Dunham personnel harmless from any loss, injury, claim or liability arising from or related to performance of such Key Access Services.</p>
<p>310.000</p>	<p style="text-align: center;">Correction of Wrong Addresses.</p> <p>If Dunham is unable to deliver any package as addressed by the shipper, or if the package has an incorrect or incomplete address (examples include, but are not limited to, P.O. Boxes, missing suite or apartment numbers, old addresses, and missing/incorrect ZIP Codes), Dunham will make reasonable efforts, to be determined in its sole discretion, to secure the correct or complete address. If the correct or complete address is secured, Dunham, at its sole discretion, will attempt delivery, and the shipper will be provided with the correct or complete address in order to update shipper’s internal records. An additional charge may be assessed for an address correction.</p>

ITEM	<p style="text-align: center;">Dunham Express Corporation Tariff No. 107 RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY</p>
312.000	<p style="text-align: center;">Overnight Deliveries Attempted Two Times.</p> <p>If Dunham is unable to deliver an overnight shipment, a notice will be left at the consignee's address stating that delivery has been attempted. Thereafter, a second attempt to deliver the shipment will be made without additional charge. If the second attempted delivery is not successful, the shipment will be deemed refused by consignee.</p>
315.000	<p style="text-align: center;">Refused Delivery, Returns, Disposal.</p> <p>A shipment refused by consignee or which for any other reason cannot be delivered, will be promptly returned to the shipper. An additional charge may apply. On same day delivery shipments which are refused or otherwise undeliverable and on other shipments as may be practicable, the shipment or packages will be redirected as shipper may specify subject to such additional charges as may apply to the level of service requested by shipper.</p> <p>In the event that a shipment or package is refused by the consignee or for any other reason cannot be delivered and return is refused by the shipper or the shipment cannot otherwise be returned to the shipper, Dunham will retain the shipment for a reasonable period of time, to be determined in its sole discretion, but not exceeding thirty days; and Dunham reserves the right to dispose of the shipment, thereafter, without further notice to the shipper or consignee.</p>
318.000	<p style="text-align: center;">Proof of Delivery.</p> <p>Notation of delivery by Dunham's driver on Dunham's delivery manifest shall constitute proof of delivery. See Item 710 in regard to prompt notification of exceptions and inspection.</p> <p>Upon request, Dunham will provide proof of delivery via facsimile or mail transmission. The request must include a facsimile number, including area code, for an operating facsimile machine or a correct address for mail. An additional charge may be assessed for each successfully transmitted or mailed P.O.D.</p>

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330.000	<p style="text-align: center;">Tracking, Tracing, Refunds on Guaranteed Delivery.</p> <p>At shipper's request, in the event a lesser level of service is provided than requested, Dunham shall apply charges applicable to the lesser level of service actually provided for the shipment. Dunham's shipment call record and driver manifest notation of first tender for delivery shall be the exclusive measure of elapsed time. At shipper's request, Dunham provides tracking and tracing of shipments enroute in real time, as available, or otherwise upon data entry at end of the delivery driver's tour of duty.</p> <p>A shipper may, at Dunham's sole discretion, be assessed an additional charge for each shipment tracking or tracing request initiated by or at the request of the shipper. Dunham also reserves the right to assess shipper a charge in the event that a tracking or tracing requested by shipper discloses that the level of service time requested was the level of service time that was provided.</p>
360.000	<p style="text-align: center;">C.O.D. Service - Generally.</p> <p>C.O.D. means, for all purposes, Collect On Delivery.</p>
362.000	<p style="text-align: center;">C.O.D. - Preparation and Listing of Packages.</p> <p>C.O.D.s are accepted for amounts up to \$500.00 per shipment. Shipper must prepare and attach to each C.O.D. package a Dunham C.O.D. tag showing the amount to be collected and enter such amount in the space provided for that purpose. Each C.O.D. package must carry a C.O.D. tag for the goods contained in that package. The entry of a C.O.D. amount is not a declaration of value for insurance purposes.</p>
364.000	<p style="text-align: center;">C.O.D. - Dunham's Effort to Deliver and Collect.</p> <p>Upon delivery of each C.O.D. package, Dunham will attempt to collect the amount shown on the C.O.D. tag attached to the package and promptly return to the shipper the amount so collected, or, if collection cannot be made, will return the package to the shipper. The shipper must notify Dunham within 30 days from date of shipment of a C.O.D. shipment if the shipper has not received payment of the C.O.D. amount, or any claim relating thereto shall be deemed waived. If collection cannot be made within two delivery attempts, or the consignee refuses delivery, Dunham will return the package to the shipper.</p>

ITEM	<p style="text-align: center;">Dunham Express Corporation Tariff No. 107 RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY</p>
365.000	<p style="text-align: center;">C.O.D. - Consignee's Check In Payment.</p> <p>Unless instructions to collect cashier's check or money order only are shown on the C.O.D. tag (in conformity with the instructions on the tag), Dunham will accept a check or other negotiable instrument issued by or on behalf of the consignee. When instructions to collect cashier's check or money order only are clearly indicated on the C.O.D. tag, Dunham reserves the right to accept cashier's check, money order, official bank check or other similar instrument issued by or on behalf of the consignee. All checks or other negotiable instruments (including cashier's checks, official bank checks, money orders, and other similar instruments) tendered in payment of C.O.D.s will be accepted by Dunham based solely upon the shipper assuming all risk relating thereto including, but not limited to, risk of nonpayment, insufficient funds, and forgery, and Dunham shall not be liable upon any such instrument. All checks or other negotiable instruments (including cashier's checks, official bank checks, money orders, and other similar instruments) will be returned to the shipper. Dunham will not be responsible for cash C.O.D payments.</p>
367.000	<p style="text-align: center;">C.O.D. - Remittance of Collection.</p> <p>Dunham shall remit C.O.D. collections to shipper promptly after collection. Dunham reserves the right to set off C.O.D. collections against any amounts then due to Dunham from shipper.</p>
369.000	<p style="text-align: center;">C.O.D. - Additional Charges for the Service.</p> <p>Dunham will assess an additional charge for each C.O.D. package or shipment tendered by shipper.</p>
380.000	<p style="text-align: center;">Substitute Service.</p> <p>In the event of interruption or delay of Dunham's service, at its sole discretion and bearing the full expense therefor, Dunham may substitute service via any common or contract carrier except, under no circumstances, shall Dunham delegate or assign its right and means of access to secured areas to a person other than a Dunham driver.</p>

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<p>385.000</p>	<p style="text-align: center;">Interruption of Service.</p> <p>Dunham shall not be liable for any interruption of service due to causes beyond Dunham’s control including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the shipment; acts of God; acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities; riots; strikes or other labor disputes; civil commotions; disruptions in air or ground transportation networks, such as weather phenomena; and natural disasters.</p>
<p>401.000</p>	<p style="text-align: center;">Rates and Charges, Circulars and Brochures.</p> <p>Rates and charges for various types of transportation and accessorial services are promulgated by Dunham in rate circulars and service brochures and are subject to change effective on one-day’s notice by posting of the current circular or brochure at Dunham’s principal office.</p> <p>Terms and conditions summarized as set forth in circulars and brochures or summarized in Dunham rate quotations are governed by this Tariff, which shall take precedence in case of inconsistency or conflict.</p>
<p>405.000</p>	<p style="text-align: center;">Rates and Charges, Quotations.</p> <p>Dunham issues rate and charges quotations for transportation and accessorial services which are not specifically described or for which rates and charges are not set forth in Dunham’s circulars and brochures of rates and charges. Tender of lading or call for transportation or accessorial services described in a rate quotation constitutes acceptance of the quotation, including specified scope of the service and terms and conditions. Specification of a period of time in a quotation for which a rate or charge shall be effective is binding upon Dunham as a common carrier and subject to Dunham’s rights and obligations as a common carrier. Terms and conditions summarized as set forth in circulars and brochures or summarized in Dunham rate quotations are governed by this Tariff, which shall take precedence in case of inconsistency or conflict.</p>
<p>407.000</p>	<p style="text-align: center;">Rates and Charges, Based on Mileage.</p> <p>Mileages are determined using DeLorme, DataTrac or similar commercially available mileage finder and routing software, consistent with program specification, except Dunham reserves the right to apply mileage measured by the actual route of travel in the case of software routings or deviations which are impracticable.</p>

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409.000	<p style="text-align: center;">Rates and Charges, Based on Weight.</p> <p>Dunham generally relies upon and accepts shipper declared or specified shipment and package weights but reserves the right to weigh shipments or packages and to substitute the actual weight determined by weighing on any weighing device suitable for determining such weights in commerce.</p>
411.000	<p style="text-align: center;">Rates and Charges, Time Definite Service.</p> <p>See Item 330.</p>
413.000	<p style="text-align: center;">Rates and Charges, Waiting and Loading Time.</p> <p>Waiting and loading time is measured from time of arrival at the address specified for pickup or delivery. Chargeable waiting and loading time is measured, in quarter hour increments, from expiration of free time to Dunham's departure from the address specified for pickup or delivery. Chargeable time is measured from the time of the driver's call to Dunham dispatch to report expiration of free waiting or loading time. See Item 450, additional provisions related to Scheduled Services.</p>
430.000	<p style="text-align: center;">Rates and Charges, On Call Services.</p> <p>Estimated base charges for specific shipments will be provided by Dunham upon shipper's request. Actual charges are subject to the conditions and circumstances under which the shipment is tendered by shipper and the transportation is provided by Dunham. Time for application of hourly charges for On Call Services is based on origination from Dunham's terminal and return to Dunham's terminal, rounded to the quarter hour.</p>
450.000	<p style="text-align: center;">Rates and Charges, Scheduled Services.</p> <p>All services are based on conjunctive route availability. Rates and charges may change as route structure changes. For Scheduled Services, access for Dunham's vehicle and driver must be afforded and shipments must be ready for pickup and facilities available for delivery upon Dunham's arrival at the address specified for pickup and delivery. Waiting and loading time is available and charges therefor apply on Scheduled Services at Dunham's discretion. Due to potential disruption of route structure or schedule, Dunham generally is not able to allow additional waiting and loading time for Scheduled Services.</p>

ITEM	<p style="text-align: center;">Dunham Express Corporation Tariff No. 107 RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY</p>
495.000	<p style="text-align: center;">Rates and Charges, Fuel Surcharge.</p> <p>The fuel surcharge percentage applies to the gross invoices for all types and categories of services of whatever description.</p> <p>Application of the fuel surcharge is based on the weekly update of “U.S. Retail Prices” for gasoline and diesel (based on pickup vehicle) which is published on the web site of the U.S. Department of Energy. The applicable fuel surcharge percentage is determined pursuant to the schedule set forth under “Temporary Fuel Surcharge” at www.dunhamexpress.com.</p>
501.000	<p style="text-align: center;">Freight Bills, Shipper Liability.</p> <p>All charges are the responsibility of and must be paid by the shipper. Notwithstanding any payment or billing option selected, the shipper is ultimately liable for all charges.</p> <p>Dunham reserves the right to bill for shipping charges and all applicable accessorial charges, surcharges, and other charges based upon the characteristics of, and services requested for, the shipment actually tendered to Dunham. Dunham reserves the right to audit bills to verify service selection; package or shipment weight; and applicability of any accessorial charges, surcharges, or other charges; and to make appropriate adjustments. Dunham shall issue a corrected freight bill, reflecting any adjustment therefor, within 180 days of shipper’s receipt of the original freight bill.</p>
502.000	<p style="text-align: center;">Freight Bills, Extension of Credit Discretionary.</p> <p>Dunham may extend credit only to shippers who, in Dunham’s sole judgment, are good credit risks. 49 C.F.R. Part 377.</p>
505.000	<p style="text-align: center;">Freight Bills, Presentation and Due Date.</p> <p>Except for Scheduled Services, Dunham will present freight bills within seven (7) days of the date of shipment or on a weekly, bi-weekly, or monthly basis where, in Dunham’s determination, it is more efficient for Dunham to do so or to accommodate shipper’s payable processing cycle. Dunham’s standard credit period is ten (10) days from date of receipt including Saturdays, Sundays and legal holidays. In the case of scheduled services, Dunham will present the freight bill at the beginning of the period, monthly or other, for which the applicable charges apply.</p>

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<p>507.000</p>	<p style="text-align: center;">Freight Bills, Shipper’s Waiver of Right to Dispute.</p> <p>A shipper requesting an invoice adjustment (<i>e.g.</i>, adjustment of a charge based on an incorrect rate, billable weight, account number, or type of service, <i>etc.</i>) or a refund due to a duplicate payment, must notify Dunham of the request within 180 days of receiving the contested bill, or any billing dispute is waived. A partial payment against an invoice is not a request for an invoice adjustment.</p>
<p>509.000</p>	<p style="text-align: center;">Freight Bills, Charge for Returned Payment.</p> <p>If a negotiable instrument submitted to Dunham as payment for service is returned to Dunham unpaid, Dunham may charge the shipper a returned check fee in an amount of up to twenty dollars (\$20.00) or the maximum permitted by law, whichever is less, per instrument, in addition to any collection cost which may be incurred by Dunham in the final collection of funds owed to Dunham.</p>
<p>511.000</p>	<p style="text-align: center;">Freight Bills, Method of Payment.</p> <p>Dunham may offer, solely at its discretion, the following payment options for payment of transportation and other charges: (a) Electronic Funds Transfer Plan; or (b) Credit Extension Plan.</p>
<p>520.000</p>	<p style="text-align: center;">Freight Bills, Overdue Payment Service Charge.</p> <p>The credit service charge is 1.5% per calendar month or portion thereof (based on one-thirtieth per day) commencing on the ninetieth day following expiration of the standard credit period until paid and compounded monthly beginning with the first calendar month following expiration of the standard credit period.</p>
<p>521.000</p>	<p style="text-align: center;">Freight Bills, Service Charge Purpose and Required Enforcement.</p> <p>The purpose of the Service Charge is to prevent a shipper who does not pay on time from having free use of funds due to the carrier. The Service Charge does not sanction payment delays. Shipper’s failure to timely pay requires carrier to determine in good faith, before again extending credit, whether shipper will comply with credit regulations in the future. 49 C.F.R. 377.203(d)(3)(ii).</p>
<p>530.000</p>	<p style="text-align: center;">Freight Bills, Scheduled Services.</p> <p>For Scheduled Services, Dunham will customarily render a monthly bill at the beginning of the month for Scheduled Services to be provided during the month, which freight bill shall be paid within 10 days of receipt.</p>

ITEM	<p style="text-align: center;">Dunham Express Corporation Tariff No. 107 RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY</p>
540.000	<p style="text-align: center;">Freight Bills, Collection Expense Charges.</p> <p>Following commencement of litigation, whether before or after commencement of the service charge specified in Item 520, as a separate and additional charge, liquidated damages to cover collection expense for collection of any Dunham freight bill or series of freight bills shall be assessed and recovered by Dunham based on the following minimum plus percentages of amounts due on the unpaid freight bill or bills (including service charges applicable pursuant to Item 510) or such other amounts as the court may determine to be due and payable with respect to the freight bill or bills: a minimum of \$150 or 200% of the amount due up to and including \$500, whichever is greater; plus 100% of the amount due in excess of \$500, up to and including \$1,000; plus 60% of the amount due in excess of \$1,000, up to and including \$2,000; plus 30% of the amount due in excess of \$2,000, up to and including \$5,000; plus 20% of the amount due in excess of \$5,000. Dunham shall be entitled to have and recover the taxable costs of such litigation in addition to such liquidated damages. No collection expense charges shall apply if the freight bill is paid in full within 180 days of shipper's receipt of the freight bill which, if presentation is via U.S. Mail, shall be deemed to be the date of the freight bill plus five days computed pursuant to 49 C.F.R. 386.32(a). Thereafter, but prior to commencement of litigation to collect such freight bill, collection expense charges shall be 50% of the collection expense charge applicable following commencement of litigation.</p>
545.000	<p style="text-align: center;">Freight Bills, Service and Collection Charge Notice.</p> <p>Freight bills are due within 10 days of receipt. Overdue payments are subject to a service charge of 1.5% per month, compounded monthly. In the event non-payment persists, liquidated collection charges apply. See www.dunhamexpress.com, Rules Tariff Items 510, 511, 520 and 545.</p>
601.000	<p style="text-align: center;">Limitation of Liability, Cargo Generally.</p> <p>Except in the case of a written agreement between shipper and Dunham signed by Dunham's Chief Marketing or Chief Operating Officer and payment of a surcharge for additional cargo or other risk insurance coverage, Dunham's liability for loss or damage to a shipment is limited to the cost of repair or reproduction of the lost or damaged portion of the shipment, but not more than the fair market value of the portion of the shipment which is lost or damaged and not more than \$250 per shipment. If Dunham pays the actual cost of the property, title to the property shall thereupon pass to Dunham; otherwise the damaged property shall be returned to shipper.</p>

ITEM	<p style="text-align: center;">Dunham Express Corporation Tariff No. 107 RULES AND OTHER PROVISIONS WHICH GOVERN THE TRANSPORTATION OF PROPERTY</p>
<p>603.000</p>	<p style="text-align: center;">Limitation of Liability, Glass Ornaments and Related.</p> <p>Except in the case of a written agreement between shipper and Dunham signed by Dunham’s Chief Marketing Officer or Chief Operating Officer and payment of a surcharge for additional cargo or other risk insurance coverage, Dunham is not liable for loss or damage to contraband commodities, packages or shipments nor for loss or damage to glass ornaments or other articles of similar fragility regardless of packaging.</p>
<p>605.000</p>	<p style="text-align: center;">Limitation of Liability, Financial Institutions.</p> <p>For a financial institution shipper with respect to shipments of non-contraband financial and transactional documents including, but not limited to, deposit records, checks and similar items, Dunham’s cargo insurance coverage limit is \$250,000 per vehicle and applies only to the cost of reproduction, not actual value. For such shipments, except in the case of a written agreement between shipper and Dunham and payment of a surcharge for additional cargo or other risk insurance coverage, Dunham’s liability for loss or damage is limited to the cost of reproduction, but not more than the fair market value of the portion of the shipment which is lost or damaged, and not more than \$250,000 per vehicle.</p> <p>For such shipments by a financial institution shipper, appropriate risk management requires shipper’s keeping records: (a) that permit it to identify its depositor and endorser on a cash item or returned check in case the item is lost or destroyed; and (b) which would be needed to reconstruct a transaction account and to trace a check deposited in such account through the institution’s domestic processing system or to supply a description of a deposited check. “Cost of reproduction” in Dunham’s limitation of liability for such shipments is based on the financial institution shipper’s taking appropriate risk management precautions as described herein.</p>
<p>607.000</p>	<p style="text-align: center;">Limitation of Liability - Key Access Services.</p> <p>Dunham’s liability for any acts or omissions of Dunham or Dunham authorized personnel arising from or related to Key Access Services is limited to \$10,000 per occurrence. Dunham shall have no liability for loss or damage or claim of any type or description arising from or related to loss or theft of an Access Key.</p>

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<p>620.000</p>	<p style="text-align: center;">Limitation of Liability, Delay, Indirect, Special, and Consequential Damages.</p> <p>Dunham does not accept responsibility for late delivery in cases where delay is caused by events beyond our control, such as weather, road conditions or mechanical failure. Damages for delay are limited to the actual loss of the cargo or monthly cost of the run in the case of Scheduled Services or the charges applicable to the shipment, whichever is less. Reimbursement for any such loss shall be by credit for future services.</p> <p>Except in the case of a written agreement between shipper and Dunham, signed by Dunham's Chief Marketing Officer or Chief Operating Officer, Dunham shall not be liable for indirect, special or consequential damages, including, but not limited to, claims arising from loss, damage or delay, however named or described.</p>
<p>710.000</p>	<p style="text-align: center;">Claims, Prompt Notification, Inspection.</p> <p>If, at the time of delivery, any portion of the shipment bears any indication of having been damaged or pilfered, a joint inventory of contents shall be made by Dunham and consignee and the results of the inventory shall be noted on Dunham's delivery receipt. If the shipper or consignee has arranged for unattended delivery by Dunham or if damage to any portion of the shipment is discovered by consignee which could not have been determined at the time of delivery, it must be reported by consignee to Dunham immediately upon its discovery together with a request for inspection by Dunham. Such notice of loss or damage may be given by telephone, in person, or by other means, but in any event must be confirmed in writing delivered by U.S. Mail. If such notice is not given by consignee by close at 5:00 p.m. of the second business day following the date of delivery, Dunham shall be accorded a rebuttable presumption that the shipment was received in good order unless consignee can demonstrate good cause or excusable neglect for the delay of such notice. In the case of any such notice, it shall be incumbent upon consignee to offer reasonable evidence to Dunham's representative at the time of inspection that loss or damage was not incurred by consignee after delivery. While awaiting inspection, consignee shall hold the shipping container and packages insofar as practicable in the same condition in which they were when the damage was discovered and in a secure place.</p>

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<p>720.000</p>	<p style="text-align: center;">Claims, Filing of Written Claim, Required Contents.</p> <p>All claims for loss, damage or delay to property transported or accepted for transportation: (a) shall be submitted in writing and shall include reference to the source document or pickup record number and date or copies of other documents sufficient to identify the shipment involved; (b) must assert the liability of Dunham and/or any applicable insurance company, for alleged loss or damage or delay; (c) shall state a claim for payment of a specified or determinable amount of money; and (d) shall be accompanied by a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the actual cost or replacement cost of the property or extent of the damage. No claims will be voluntarily paid unless filed in writing by or on behalf of the shipper in accordance with these provisions.</p>
<p>725.000</p>	<p style="text-align: center;">Claims, Acknowledgment by Dunham.</p> <p>Dunham, or its designee, upon receipt in writing of a proper claim in the manner and form described above accompanied by the required documentation, shall acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of receipt, unless payment of such claim has been made or denied in writing within 30 days after the date of receipt of the claim. Dunham shall at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim including the written acknowledgment of receipt and, if in its possession, the source document and delivery receipts, if any, covering the shipment involved. At the time such claim is received, Dunham shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear on the written acknowledgment of receipt sent to the claimant.</p>
<p>730.000</p>	<p style="text-align: center;">Claims, Time Limit for Filing, Statute of Limitations.</p> <p>As a condition precedent to recovery, all claims for loss, damage or delay of shipper's property must be filed in writing with Dunham within nine (9) months after delivery of the property or, in case of failure to make delivery, within nine (9) months after a reasonable amount of time for delivery has elapsed; and suits shall be instituted within two (2) years after denial of any portion of the claim. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.</p>

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<p>735.000</p>	<p style="text-align: center;">Claims, Investigation, Cooperation by Claimant.</p> <p><i>Prompt Investigation.</i> Each claim filed in the manner prescribed herein will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.</p> <p><i>Supporting Documents.</i> A necessary part of an investigation requires that each claim be supported by the original bill of lading, receipt, or source document, evidence of payment of the shipping and any excess value insurance charges, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and cost thereof involved in the claim; or certification of prices or costs, with trade or other discounts, allowances, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or receipt or where an invoice does not show price or cost, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, Dunham will, before paying a claim thereon, require the claimant to establish the value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.</p> <p><i>Original Packaging Materials.</i> In the event that a claim is made for damage to a package, the original packaging materials must be made available to Dunham or its designee for inspection.</p> <p><i>Verification of Loss.</i> When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, Dunham will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from Dunham or from any other source.</p>
<p>740.000</p>	<p>Claims, Time for Disposition by Dunham.</p> <p>Dunham or its designee, after receiving a written claim for property transported, will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after Dunham receives the claim; provided, however, that if the claim cannot be processed and disposed of within 120 days after receipt, Dunham or its designee will at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and shall retain a copy of such advice to the claimant in its claim file thereon.</p>