

**Adcco, Inc. doing business as  
Spinning Wheels Express**

MC 219553 | USDOT 464585

**FREIGHT RULES CIRCULAR**

**Naming**

**RULES, REGULATIONS, ACCESSORIAL SERVICE(S) AND CHARGES**

**Applying on**

**FREIGHT ALL KINDS**

**FROM OR TO POINTS AND PLACES WITHIN THE CONTINENTAL**

**UNITED STATES**

**This Service Circular is applicable to  
interstate and intrastate  
shipments**

**ISSUED: March 30, 2011:**

By: Jason P. Colacchio

Adcco, Inc. d/b/a Spinning Wheels Express  
152 Lynnway, Suite 2-D, Suite 2-D  
Lynn, MA 01902  
781-598-2323 | 800-889-4675

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**ABBREVIATIONS**

B.O.L. or B/L	Bill of Lading
c/o	Care of
Consignor	The person named in the b.o.l. from whom the goods have been received for shipment
Consignee	The person to whom the shipment is to be delivered
Cont'	Continued
Day	Rate or charge applies per 24 hour increment, or fraction thereof
Delivery Order	A written order to deliver goods directed to a carrier who in the ordinary course of business issues bills of lading
D.O.T.	U.S. Department of Transportation
° F	Degree Fahrenheit
F.M.C.S.A.	Federal Motor Carrier Safety Administration
Goods	(see Property)
Lbs	Pounds
L/T	Less than
L.T.L.	Less Than Truckload
Property	all things which are treated as movable for the purposes of transportation
rec'd	Received
S.I.T.	Storage-in-Transit [interim storage under terms and conditions of carrier's b.o.l. and tariff
S.L.&C./SL&C	Shipper's Load & Count
STC	Said to contain
TL	Trailer Load [maximum volume or maximum legal weight]

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152 Lynnway, Suite 2-D

**Terms and Conditions for Transport**

The following pages contain the Rules, Regulations, Assessorial Services and Rates (“Service Conditions”) applicable to the transportation of all types of personal property – also known as freight all kinds (“FAK”), not otherwise prohibited from tender to Adcco, Inc. d/b/a Spinning Wheels Express (SWHE), for shipment between points and places in the forty-eight contiguous states, excluding however, all shipments from, to or within Alaska and Hawaii.

In case of conflict between SWHE’s Service Conditions and the terms and conditions of any other transportation or shipping document [airbill, bill of lading (proprietary or “standard”), deliver order, shipping order, shipping receipt, manifest, etc., the terms and conditions contained herein will govern. SWHE reserves the right to modify, amend, supplement or void any of the services, rates or conditions contained herein without notice. In case of conflict, the rates and services rendered will be based on the property actually tendered for transportation and not as shown or described in or on any shipping documents.

As used herein, the term “bill of lading” means a shipping document acknowledging receipt by a carrier for transportation between two or more places. The term “shipment” or “package” means any parcel, package, article or item tendered for shipment. The terms “SWHE”, “we”, “us”, and “carrier” refer to any and all of SWHE’s contractors, employees, agents, carriers or other party(s) in lawful possession of all or any portion of the property. The terms “customer”, “you”, and “your” include shipper, consignor or sender as well as consignee or receiver and their agents, servants, employees, assigns and any other entity or person having (or claiming to have) an interest in any property tendered to SWHE for surface transport by motor vehicle. “Shipper”, “consignor” or “sender” means the person who originates a shipment, whose name is listed on the b.o.l. “Consignee” or “Receiver” means the party, whether entity or natural person, to whom the shipment is sent.

The terms “Rules and Rates”, “Service Guide”, “Service Circular” or “Tariff”, means these rules and rates as amended, supplemented or changed. The term “Transportation Charges”, “Fee”, or “Charges” means those fees, charges or amounts assessed for transportation of tendered shipments, including (where applicable) any ad valorem charges and special handling fees.

**ADDRESS**

It is the shipper’s obligation to furnish us with a correct delivery address. If we cannot deliver the shipment to the receiver at the address provided, we will attempt to notify both shipper and receiver by E-mail or by telephone and by mailing (via U.S. Postal Service) an “On Hand” notice advising both parties of our inability to deliver the shipment and requesting disposition instructions i.e.: (1) revised address; or (2) instructions to return shipment to sender. In such cases where we cannot deliver the shipment to the receiver at the address provided, a special handling charge of \$25.00 per shipment will be assessed in addition to all other applicable charges.

**BILLING**

Unless otherwise provided, all shipments are billed to sender. The shipper’s name must appear on the b.o.l. and payment of the account must be current. The sender may request that another party be billed. However, in the event of nonpayment, any subsequent bills will be the shipper’s responsibility. Third party billing does not include C.O.D. service.

**NOTE:** A \$50.00 special handling fee will be assessed for any check or electronic funds transfer that is dishonored because of insufficient funds or other reason which is not of SWHE making.

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**RULE 1 ADDRESS CORRECTION OR CHANGE**

In the event a consignee's address on the b.o.l. is incorrect or incomplete, we may, at our option, attempt to find the correct address and attempt to deliver the shipment. However, we assume no responsibility should we be unable to complete delivery. The following are illustrations of commonly encountered address errors: (1) shipping property to P.O. Box numbers; (2) incorrect zip codes; (3) omitting suite numbers. In such instances, a special handling fee of \$25.00 per b.o.l. will be assessed. If we cannot locate the consignee, we will contact the consignor for disposition instructions.

**RULE 2 BILLS of LADING and SHIPPING DOCUMENTS**

The SWHE bill of lading ("B.O.L.") and Service Circular apply to all shipments tendered for transportation regardless of the form, nature, terms or conditions of any document proffered by the consignor at origin. By tendering property to SWHE for transportation, consignor agrees to the following BOL terms and conditions:

**BILL OF LADING – CONTRACT TERMS AND CONDITIONS**

**DEFINITIONS**

When the terms "SWHE", "we", "us", and "carrier" are used, they refer to Adcco, Inc. d/b/a Spinning Wheels Express and any of its contractors, employees, agents, carriers or party(s) in lawful possession of all or any portion of the property. The terms "customer", "you" and "your" include shipper, consignor or sender as well as consignee or receiver and their agents, servants, employees, assigns and any other entity or person having (or claiming to have) an interest in any property tendered to SWHE for transportation. "Shipper", "consignor" or "sender" means the person who originates a shipment, whose name is listed on the b.o.l. "Consignee", or "receiver" means the party, whether entity or natural person, to whom the shipment is sent.

**AGREEMENT TO TERMS AND CONDITIONS**

By tendering property to us for shipment, you agree to all of the terms and conditions stated herein as well as those contained in SWHE's Service Circular, which is available on request. You also agree to this on behalf of any third party having an interest in the tendered property. In case of conflict between SWHE's service conditions and the terms and conditions of any other transportation or shipping documents [airbill; bill of lading ("uniform" or proprietary), delivery order, shipping order, shipping receipt, manifest, etc.], the terms and conditions of SWHE's SERVICE CIRCULAR 100 will govern. SWHE reserves the right to modify, amend, supplement or cancel any of the services, rates or conditions contained in SWHE's Service Circular without notice.

In case of conflict, the rates and services rendered will be based on the property actually tendered for transportation and not as shown or described in or on any shipping documents. As used herein, the term "bill of lading" means any air or surface shipping document, including a manifest. The term "shipment" or "package" means any parcel, package, article or item tendered to SWHE for shipment.

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**BILL OF LADING TERMS AND CONDITIONS**

Sec. 1.

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

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by:

- (1) an Act of God;
- (2) the public enemy, consisting principally of but not limited to hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any governmental power, or by any authority maintaining or using military, naval or air forces, or (ii) by military, naval or air forces, or (iii) by an agent of any such government, power authority or forces, or (iv) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering or defending against any such occurrence.
- (3) the authority of law, consisting principally of but not limited to seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- (4) From any defect or inherent vice of the article, whether latent defect or any other condition of or within the article which causes it to destroy itself, including susceptibility to damage because of atmospheric conditions such as pressure, temperature, humidity or changes therein.
- (5) From an act, omission or order of consignor, consignee or other party of interest.

(c) Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results:

- (1) when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request;
- (2) from faulty or impassable highway or by lack of capacity of a highway bridge or ferry;
- (3) from a defect or vice in the property;
- (4) from strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person or persons taking part in any such occurrence(s) or disorder(s). The burden to prove freedom from negligence is on the carrier or party in possession.

Sec. 2.

Unless otherwise agreed upon in writing prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier or mode e.g. surface for air, etc.

Sec. 3.

**CLAIMS:** As a condition precedent to recovery, claims for loss or damage, shortage, non-delivery or delay must be presented in writing to SWHE within nine (9) months after delivery of the shipment (or in case of export, within nine (9) months after delivery to the port for export), except that claims for non-delivery must be presented in writing to SWHE within nine (9) months after a reasonable time for delivery has expired. Claims for loss, damage or delay must comply with the rules and regulations of the Federal Motor Carrier Safety Administration, Department of Transportation, as set forth in Title 49 Code of Federal Regulations § 370 et seq.

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**Bill of Lading Terms and Conditions (continued)**

**SUITS:**

Suits for loss, damage or shortage must be instituted against us within two (2) years and one (1) day from the day written notice is given by us to the claimant that we have disallowed all or any portion of the claim. Where a claim is not filed or suit instituted pursuant to the foregoing provisions [claims and suits], such claim is time barred and SWHE shall have no liability.

**Benefit of Insurance**

Any carrier or party liable for loss, damage or delay to any of the property shall have the full benefit of any insurance covering said property so far as this shall not avoid that policy(s) or contract(s) of insurance. Provided however, that the carrier or party liable for loss, damage or delay which receives the benefit of such insurance will reimburse the claimant for the premium paid on said insurance policy(s) or contract(s).

Sec. 4.

(a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, SWHE's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephone or electronic communication and via U.S. Postal Service to both consignor and consignee as shown on the face of the bill of lading that delivery could not be made. Storage charges, based on SWHE's Service Circular [“tariff”] shall start no sooner than the next business day following the notification attempt. Storage may be, at SWHE's option, in any location that provides reasonable protection against loss or damage. SWHE may place the shipment in public storage at the owner's expense and without liability to SWHE.

(b) If the carrier does not receive disposition instructions within 120 hours from the time of carrier's attempted first notification; carrier will issue a second and final confirmed [U.S. Postal Service Certificate of Mailing] notification to both consignor and consignee.

Such notice shall advise that if carrier does not receive disposition instructions within ten (10) days from date of mailing of that notification, carrier may offer the shipment at sale at a public auction and the carrier has the legal right to offer the shipment for sale. The amount from said sale will be applied to the SWHE invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods.

(c) If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership. Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above to no avail, nothing in this section shall preclude the carrier, at its sole option, of selling the property under such circumstances and in such manner as may be authorized by law.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5.

(a) The declared value of any shipment, as provided for herein, represents SWHE's maximum liability for any loss, damage, injury or delay, including misdelivery or nondelivery.

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**Bill of Lading Terms and Conditions (continued)**

- (b) Except as provided in paragraph (c) and (d), below, our liability with regard to any package or article is limited to \$25.00 per pound per article unless a higher value is declared on the bill of lading at the time of tender to carrier and a greater charge is paid as provided in paragraph (c) below.
- (c) For shipments valued in excess of \$25.00 per pound in declared value an additional charge of \$3.00 for each \$100 (or fraction thereof) of value declared will be charged. Declared value must be shown in whole dollar amounts. In no event will SWHE's excess value charge be less than \$3.00.
- (c) The maximum declared value per shipment is \$250,000. **THIS IS NOT INSURANCE!** If we are not legally responsible for loss, damage or delay, no payment will be made. Exposure to and all risks of uncompensated loss to shipments is assumed by the beneficial owner of the property. If commercial insurance protection is desired, please contact your insurance agent, broker or insurance company.

If a unitized [palletized] shipment – that is a multi-piece handling unit – whether banded, shrink-wrapped, stretch-wrapped, etc., is tendered to carrier as a single handling unit, the maximum declared value for that single unit is \$250,000 - not \$250,000 per package or article contained within that multi-piece unit.

Any attempt to declare a value in excess of \$250,000 is null and void and the inadvertent acceptance for carriage of any shipment bearing a declared value in excess of \$250,000 does not constitute a waiver of this provision. SWHE's liability for loss, damage or delay in no event will exceed the lesser of: (1) prepaid cost; (2) actual cash value, meaning replacement cost less depreciation; or (3) replacement cost.

Sec. 6.

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

Sec. 7.

- (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, whether as billed or corrected.
- (b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified in Title 49 United States Code, Section 13706.
- (c) Nothing contained herein shall limit the right of the carrier to require prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

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**Bill of Lading Terms and Conditions (continued)**

Sec. 8.

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

Sec. 9.

If all or any portion of the property is carried by water over any part of said route, such water carriage shall be performed subject to the terms, conditions and limitations of liability specified by the "Carriage of Goods by Sea Act" or other pertinent laws applicable to water carriers.

**PACKAGING and BILL OF LADING PREPARATION**

Customer has the obligation to properly package for transportation as well as preparing and presenting the b.o.l. to carrier. We do not accept negotiable bills of lading. No employee, agent or representative of SWHE is authorized or empowered to vary, alter or modify any of the terms or conditions of the b.o.l. Customer is responsible for the correctness and completeness of the information inserted in or on the b.o.l. or which carrier inserts in or on their behalf. Customer shall be liable for all damages suffered by reason of irregularity, incorrectness or incompleteness of said information or statements, whether the b.o.l. was made out by or on behalf of customer or completed by carrier on behalf of customer. No b.o.l., the writing on which has been erased or altered, will be accepted by carrier except as set forth in Rule 33 ("Protective Service"). The contents of all shipments must be indicated by accurate description by customer on the b.o.l. The number of pieces included in a shipment must be specified on the b.o.l.

**WEIGHTS and CORRECTIONS**

Where transportation charges are based on weight or size, we have the right to reweigh or measure any shipment at any time and make appropriate corrections on shipping and billing documents.

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152 Lynnway, Suite 2-D

**Bill of Lading Terms and Conditions (continued)**

**RULE 2 UNACCEPTABLE GOODS OR PROPERTY**

SWHE reserves the right to refuse any shipment without prejudice. Unless designated by “†” [see note at the end of this rule] the following property will not be accepted for shipment [see Rule 7]: (1) alcoholic beverages; (2) † antiques; (3) archeological items; (4) † artwork, consisting principally of but not limited to original paintings, drawings, etching, watercolors and sculptures; (5) † any hazardous material or ORM’s (Other Regulated Material) so classified by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49; (6) ammunition or explosives of any kind or nature; (7) † coins, coin collections, tokens, medals, decorations, awards and similar objects; (8) currency; (9) original items of which no copy exists, such as original manuscripts, software, etc.; (10) shipments lacking required paperwork or which have not been properly packed or packaged. SWHE will not be responsible for any loss, damage or delay, liability, responsibility or penalties arising out of or resulting from the transportation of such articles. None of SWHE employees or agents has any authority to accept such articles for transportation or to modify or waive limitations applicable to them.

† Items or article(s) preceded by this symbol may be accepted by SWHE subject to special advance arrangements. Call SWHE to discuss.

**RULE 3 APPLICATION of RULES and REGULATIONS**

SWHE’s Service Circular contains all rules and regulations governing transportation and any specified ancillary services associated with the movement of personal property, whether subject to or exempt from the Interstate Commerce Act, between points and places in the United States of America.

**RULE 4 APPLICATION of RATES and CHARGES**

The appropriate rates and charges are those in effect on the date SWHE receives the shipment. The rates and service quoted by our employees are based on information provided by the party contacting SWHE. Final rates and service are based on the nature of the property actually tendered for shipment and the appropriate provisions of SWHE’s Service Circular in effect on the date shipment is actually tendered to SWHE.

**RULE 5 ARTICLES, INSPECTION OF**

When SWHE, or any of its agents or assigns, has reason to believe that the contents of any package may not be as described or indicated, we shall have the right to: (a) inspect; (b) cause inspection to be made; or (c) require production of evidence sufficient to determine the actual nature and character of the property prior or subsequent to acceptance.

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**RULE 6            ARTICLES LIKELY to CAUSE DAMAGE to AIRCRAFT, VEHICLES  
or OTHER LADING**

We do not accept explosives or goods classified as “dangerous” or “hazardous” for transport. Products falling into the aforementioned classifications include but are not limited to: flammable liquids; class A and B explosives; compressed gasses [flammable or non-flammable]; radioactive materials, etc. Property of this nature can be found in Title 49 of the Code of Federal Regulations. Every party, whether principal or agent, tendering such property to SWHE will be liable for and indemnify SWHE against all loss or damage caused by such goods. Such goods may be warehoused at owner’s risk and expense or destroyed without compensation to owner, and without liability of carrier

**RULE 7            ARTICLES of EXTRAORDINARY VALUE**

Subject to Rule 2, SWHE will not accept the following property for transportation nor as premiums accompanying other articles:

- † accounts,
- † antiques,
- † original works of art or objects d’art,
- bank bills
- credit cards,
- currency,
- deeds
- drafts,
- evidences of debt,
- gold, silver, platinum or other precious metal valued in excess of \$25. per pound, including the dross, skimming or sludge thereof
- † jewelry;
- † letters (personal or business – with or without postage stamps),
- money,
- notes,
- precious stones,
- † stamps: postage, revenue or food
- securities,
- valuable papers and records
- other similar valuables or irreplaceable property

† Items may be accepted subject to special arrangements with SWHE. Call SWHE to discuss.

**RULE 8            ASSEMBLY AND DISTRIBUTION SERVICES**

**Description of Assembly and Distribution Services**

NOTE: service provided hereunder will be subject to carrier’s liability for cargo loss or damage as a motor common carrier pursuant to 49 USC §14706.

**Assembly**

Under this service option, carrier will pick up shipments from multiple consignors, transport individual shipments to carrier’s facility at 10 Industrial Way in Amesbury, MA 01913 for consolidation into a single outbound shipment which SWHE will not transport.

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Assembly and Distribution Services (continued)

**Distribution**

Under this service option, SWHE will accept a single shipment from one customer at its service facility in Amesbury, MA. Upon tender of delivery SWHE will accept shipment, break-bulk and deliver components [individual or multiple items] to multiple consignees as directed by consignor in writing.

**ASSEMBLY SERVICE**

Assembly: SWHE will accept multiple shipments from multiple consignors, for purposes of combining individual items for transportation to and delivery of one shipment to one consignee at a single destination.

Assembly Service will be performed by SWHE upon request and subject to the following:

1. Carrier will accept two or more shipments from one or more consignors at one or more points of origin, will transport the individual shipments for consolidation at its Amesbury, MA facility for consolidation of individual shipments into one outbound shipment for transportation by another carrier to one consignee at one destination/delivery address.
2. Origin to destination rates are not applicable to assembly service. When assembly service is requested the following rates apply:
  - a. individually from point(s) of origin to assembly point; plus
  - b. charge per pound to consolidate individual components into one shipment [please refer to SWHE's current rate & charges sheet].
3. SWHE will not perform assembly service on any shipment which is accorded distribution service.

**DISTRIBUTION SERVICE**

Distribution: SWHE will accept delivery from one consignor at one time from one origin address tendered to SWHE as one (1) shipment at carrier's facility at 10 Industrial Way in Amesbury, MA 01913.

Upon receipt, SWHE will separate the shipment into individual components as directed in writing by consignor for subsequent delivery by carrier to multiple consignees.

Distribution Service will be performed by SWHE upon request and subject to the following:

1. Upon written request to provide distribution service, SWHE will accept a single shipment at its facility in Amesbury, MA from one consignor, issue a receipt for such single shipment, segregate the shipment into individual lots and deliver multiple shipments to multiple consignees as designated by and subject to consignors written instructions to carrier.
2. Carrier will not provide distribution service to any shipment(s) which is accorded assembly service.
3. Origin to destination rates are not applicable to distribution service. When distribution service is requested the following rates apply:

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Assembly and Distribution Services (continued)

- a. charge per pound to segregate the single shipment received by carrier into individual components for delivery to multiple consignees [please refer to SWHE's current rate & charges sheet];
- b. applicable transportation charge from carrier's distribution point to final destination(s).

**RULE 9 CHARGES, PAYMENT of**

- a. All shipments must be prepaid unless credit arrangements have been made in advance with SWHE prior to shipment.
- b. Consignor has ultimate responsibility for payment of SWHE's charges and fees.

A special handling fee of \$50.00 will be assessed for any check or electronic funds transfer that is dishonored because of insufficient funds or incorrect or insufficient signature of the drawer.

**RULE 10 CLAIMS for LOSS or DAMAGE | LEGAL ACTION**

All parties, shipper, carrier and receiver are subject to Title 49 Code of Federal Regulations (CFR) Part 370 "Principles and practices for the investigation and voluntary disposition of loss and damage claims and processing salvage. Pursuant to 49 CFR:

**A. CLAIMS for LOSS or DAMAGE**

**All Shipments**

Claims for loss, damage, or shortage, must be presented in writing to SWHE within 9 months after delivery. Claims for non-delivery must be presented in writing to SWHE within nine months from the date SWHE accepted tender of shipment.

Damage discovered after delivery [concealed damage]:

We must be notified in writing of any loss or damage which was not noted at time of delivery ("concealed damage") on the carrier's delivery receipt. All such claims must be reported in writing immediately after discovery. Consideration of any claim reported after fifteen (15) days following delivery requires the claimant to satisfactorily explain why the damage was not discovered and reported earlier. Claims for concealed damage will be considered provided the original shipping container, inner packing/packaging materials and contents are available for inspection.

**B. LEGAL ACTION**

All suits, whether for loss, damage, shortage or non-delivery must be instituted against us within two (2) years and one (1) day from the day after written notice is given by us to the claimant that we have disallowed all or any portion of the claim. Where a claim is not filed or suit not instituted pursuant to the foregoing provisions, SWHE shall have no liability and such claim will not be paid.

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ISSUED: March 30, 2011

**Adcco, Inc. d/b/a Spinning Wheels Express**  
152 Lynnway, Suite 2-D  
Lynn, MA 01902

**SERVICE CIRCULAR 100**

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**RULE 11 COLLECT on DELIVERY (“C.O.D.”) SHIPMENTS [cash not accepted]**  
C.O.D. means, for all purposes, Collect on Delivery. SWHE does not provide C.O.D. service.

**RULE 12 COMPLETE ARTICLE**

Each: (a) shipping piece; or (b) package and contents constitutes one (1) article. Any item or piece which when joined or assembled constitutes a complete item is also an article.

**RULE 13 CORRECTION OF WEIGHTS**

We reserve the right to reweigh shipments at any time prior to delivery. If the stated weight is in error, we will correct the shipping document(s) to show the correct weight. A weight correction charge, in addition to carrier’s corrected transportation charge(s), may apply.

**RULE 14 DANGEROUS or HAZARDOUS MATERIALS or GOODS**

Tender of explosives, hazardous materials or dangerous goods or other ORM (Other Regulated Material) so classified by the Department of Transportation and published in the Code of Federal Regulations (CFR), Title 49 [see Rule 18: “Explosives or Dangerous Goods and Unacceptable Property”] without previous approval by SWHE will not be accepted for shipment. Any person or persons whether principal or agent, shipping such goods without specific prior authorization by SWHE shall be liable for and indemnify carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner’s risk or destroyed without compensation to owner, and without liability of carrier.

**RULE 15 DECLARATION of VALUE**

Unless a greater value is declared in writing in the space provided on the b.o.l., the shipper declares the released value of each article or package to be no greater than \$25.00 per pound. This is our maximum responsibility for loss, damage, delay, destruction, theft, misdelivery, nondelivery or any other cause or event, whether or not resulting from negligence. Customer may elect to declare a higher value and pay SWHE’s rate to declare higher value [declared value charge] of \$3.00 per \$100 of declared value subject to a minimum charge of \$3.00. Carrier will not accept shipment(s) with declared value(s) exceeding \$250,000.

**NOTE:** This is NOT INSURANCE.

**RULE 16 DELIVERY or FAILURE to ACCEPT DELIVERY**

If consignee refuses shipment upon tender of delivery by carrier or if carrier is unable to deliver the shipment because of fault, failure or mistake of consignor or consignee, SWHE’s liability shall at that point immediately change to that of a warehouseman. Carrier shall promptly notify consignor and request disposition instructions.

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**RULE 17 EXECUTION of BILL of LADING or ALTERNATIVE SHIPPING DOCUMENT**

**a. Customer Preparation**

The customer has the duty to prepare and present the shipping document to carrier. SWHE does not accept negotiable bills of lading.

**b. Limitation of Agency**

No employee, representative or agent of SWHE is authorized or empowered to alter, modify or vary any of the terms and conditions of SWHE's Service Circular or b.o.l. except as provided herein [including but not limited to the provisions of Rule 23 "Protection from Heat or Cold"].

**c. Accuracy and Completeness**

Customer is responsible for the correctness, accuracy and completeness of the particulars and statements which are inserted in the b.o.l. or which carrier inserts on customer's behalf.

Customer is liable for all damages suffered by carrier by reason of irregularity, incorrectness or incompleteness of said particulars or statements whether the b.o.l. was made out by or on behalf of customer or completed by carrier on behalf of customer. The contents of all shipments must be accurately described by customer on the b.o.l., including piece count.

**d. Altered or Erased Bills of Lading**

Except as set forth in Rule 33 ('Protective Services') SWHE will not accept any b.o.l. which has been altered or erased.

**RULE 18 EXPLOSIVES or DANGEROUS GOODS / UNACCEPTABLE PROPERTY**

SWHE reserves the right to refuse any shipment without prejudice.

For information relating to explosives, hazardous materials or unacceptable property see: Title 49 Code of Federal Regulations (49 CFR), Part 170 et seq. and/or Title 40 CFR, Part 261 and 263:

SWHE will not accept the following for transport under any circumstances:

- Class A and B explosives (Class 1)
- Radioactive Materials (Class 7)
- Hazardous waste or material requiring an EPA Uniform Hazardous Waste Manifest, including but not limited to medical or radioactive waste.

All other shipments consisting of or containing *any* other hazardous material or ORM -D (Other Regulated Materials, Domestic) so designated by U.S. Department of Transportation, U.S. Transportation Security Administration, Environmental Protection Agency or any other governmental agency or organization will be accepted for transportation only after prior arrangements have been made with SWHE.

SWHE reserves the right to accept or refuse any property or goods which, in its sole judgment are objectionable, likely to injure carrier's personnel or equipment, the real or personal property of others, or other cargo.

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Explosives or Dangerous Goods (continued)

All accepted shipments will be subject to the following requirements:

- a. Compliance with Federal Requirements  
The following statement must accompany each shipment by attachment to consignor's shipping document(s) [bill of lading, delivery order, et al]:  
*"This is to certify that the materials tendered to SWHE are properly classified, described, packaged, marked and labeled and are in proper condition for transportation pursuant to applicable federal rules and regulations,"*
- b. Indemnification for SWHE's Additional Costs  
Shipments delayed due to action(s) of consignor, consignee, governmental or regulatory authority(s), including rejection or refusal at destination will be subject to additional charges as set forth herein. Responsibility for payment of these charges will be imposed on:
  1. the party responsible for the delay; or
  2. the party tendering shipment if delayed by governmental or regulatory authority(s).
- c. Act or Default of Shipper or Owner  
When packages or shipping containers are defective or leaking through no fault of carrier, consignor will be liable for all costs, whether direct or indirect, proximate or remote, incurred by SWHE.
- d. Spill or Leakage  
Shipper shall be responsible for all loss, costs and expenses, whether direct or indirect, caused by or resulting from leakage or spillage of hazardous material, unless resulting from the negligence of carrier.
- e. Disposal of Undeliverable Property  
Pursuant to Rule 34 [refusal, non-delivery or rejection by consignee], shipper shall make all arrangements for the disposal of such property. Hazardous materials cannot be abandoned to SWHE by shipper or consignee. In the event of abandonment, the shipper will be charged for all fees, including but not limited to costs of transportation and disposal incurred by SWHE.

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**RULE 19                    EXTRA LABOR**

When consignor or consignee requests extra labor be furnished for loading, unloading, blocking or bracing, and labor is available, the following charges shall apply (see note) \$75.00 per person per hour or a fraction thereof, subject to a minimum charge of \$150.00 per person per day.

The charges provided for in this item shall be in addition to all other freight charges and shall be assessed against the party requesting the service.

Time will be computed by carrier from the time the extra labor leaves the place of employment until return to that same place.

Note: The provisions of this item are not applicable on Saturdays, Sundays, Holidays or non-business hours (see Rule 21 Saturday, Sunday and Holidays).

**RULE 20            ADCCO. Inc. d/b/a SPINNING WHEELS EXPRESS' (Carrier's) LIEN**

Carrier has a lien on the shipment for all amounts due carrier in connection with the shipment as long as the shipment remains in carrier's possession. Carrier lien may be enforced by public or private sale of the shipment pursuant to Massachusetts General Laws, Chapter 106 [Uniform Commercial Code], Article 7, Subsections 307 and 308.

**RULE 21    HOLIDAYS, SATURDAYS, SUNDAYS: PICKUP or DELIVERY**

When consignor or consignee requests pickup or delivery service on a Saturday, Sunday or holiday (see below), overtime, or holiday rates will apply.

Contact carrier directly for rates and charges. Carrier reserves the right to refuse to pick up or deliver shipments on Saturdays, Sundays or holidays.

**NOTE:** The following will be considered holidays:

New Year's Day (January 1)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (1<sup>st</sup> Monday in September)

Thanksgiving Day (4<sup>th</sup> Thursday in November) and the following day

Christmas Day (December 25)

**RULE 22                    HYDRAULIC LIFT GATE**

1. When mechanically powered lifting or lowering devices are required to load or unload tendered property and such equipment is available, an additional charge of \$ 75.00 will be assessed in addition to all other applicable charges.
2. The party, for whom such service is performed, unless guaranteed by the shipper, will pay the charges for this service. *SWHE is not required to perform such service when suitable equipment or operators are unavailable.* Service will only be rendered at locations deemed safe and accessible by the operator of the vehicle.

SWHE may, solely at SWHE option, upon customer request, agree to rent suitable equipment. Customer will be charged the rates and charges assessed to SWHE by the rental company and labor time necessary to secure such equipment.

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**RULE 23 INSPECTION OF ARTICLES**

We reserve the right to open and examine any article, item or package tendered to us for transportation.

**RULE 24 INSIDE PICKUP or DELIVERY**

Subject to prior arrangements, SWHE provides inside pickup or delivery service on shipments tendered to carrier which may be prepared for shipment by SWHE personnel on request. Call SWHE for specific rates, charges and services.

**RULE 25 INTERIM STORAGE** [see Rule 44 for Storage-In-Transit provisions]

Non-perishable freight held in carrier's possession resulting solely from an act or omission of shipper or receiver, will be immediately stored subject to the following provisions:

1. carrier's liability will be that of a warehouseman until carrier receives disposition instructions from shipper, receiver or customer.
2. storage charges on undelivered property begin at 12:01 AM of the day following tender of delivery or after notice of arrival has been given.
3. Carrier's storage charges apply on a per pound basis [see SWHE's rate sheet] for each 24 hour period, or part thereof, subject to a minimum charge of \$35.00 for each 24 hour period.

Storage charges under this rule will end when carrier is able to terminate interim storage as a result of actions of consignor, consignee, owner, or agent or when carrier otherwise disposes of property pursuant to provisions of The General laws of Massachusetts [Uniform Commercial Code], Article 7, section 307 and 308 [M.G.L. c. 106: §§7-307, 7-308].

Storage charges under this rule will not apply on the day the carrier tenders property to a third party public warehouseman. When carrier places property in a third party public warehouse, a transportation charge will be assessed based on carrier's rates applicable from carrier's place of interim storage to the third party warehouse. Pursuant to M.G.L. c. 106 §§ 7-307, 308, carrier has a lien on the property.

**RULE 26 COMMERCIAL INSURANCE COVERAGE**

SWHE has no insurance directly insuring customer's property. If insurance coverage is desired, please contact your insurance agent, broker or insurance company for coverage.

**RULE 27 LIABILITY for NON-OBSERVANCE of CONDITIONS RELATING to DANGEROUS or HAZARDOUS MATERIALS or GOODS**

Shipper is responsible for and will indemnify carrier for all costs and fees of any type including, but not limited to, clean-up, transportation and legal disposal of any dangerous or hazardous materials or goods tendered to carrier [see Rule 14].

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**RULE 28      LIMITATION OF LIABILITY AND VALUE**

In consideration of the transportation charges which are dependent on declared value, unless a higher value is stated on the shipping document at time of tender to carrier, each item, article or package will be deemed to have a declared value of \$25.00 per pound. When the declared value of any shipment exceeds \$25. per pound an additional declared value charge will apply (see Rule 15).

NOTE:

1. Maximum declared value limited to \$250,000 per shipment.
3. For values in excess of \$250,000 call SWHE prior to tender for shipment
4. At shipper's option, shipper may declare a specific value per pound times total weight of shipment e.g. \$5.00 X 30,000 pounds = \$150,000 maximum carrier liability in the event of covered loss.
- 3 A declaration of value and payment of SWHE's declared value charge does not constitute insurance.
4. When the shipper tenders more than one package, the total declared value for all packages must be written on the bill of lading. Our liability will be limited to the total declared value.
5. The declared value for each package will be determined by dividing the total declared value by the number of packages shown on the bill of lading [pro-rating].

The declared value of any shipment represents SWHE maximum liability for loss, damage, injury or delay, including misdelivery or nondelivery. Carrier is not liable for any loss or damage, whether direct or indirect, incidental or consequential, general or special, in excess of the declared value of the shipment, including loss of profit or income. Notwithstanding shipper's declaration of value, SWHE liability shall in no event exceed the actual value of the shipment at the time and place accepted by carrier for transportation.

**RULE 29      PICKUP AND DELIVERY SERVICE**

NOTE: All items and articles must be packed and packaged to withstand the ordinary hazards of transportation. Property should be packed recognizing it will be transported with other shipments.

**Standard Service**

**A.      Pickup**

Carrier will accept shipment at origin loading dock. Shipper has the obligation to bring shipment to a location immediately adjacent to rear [tail gate] of carrier's vehicle. Where there is no dock, shipper must place shipment on the ground immediately adjacent to carrier's vehicle for loading subject to Rule 22 "Hydraulic Lift Gate" service. Where shipments are not so tendered, special rates and charges apply.

**B.      Delivery**

Carrier will deliver shipment to shipper's loading dock. Consignee has the obligation to accept shipment(s) from carrier at a location immediately adjacent to rear [tail gate] of carrier's vehicle. Where there is no dock, carrier's tender of delivery will be to the rear of carrier's vehicle, subject

to Rule 22 “Hydraulic Lift Gate” service. Where shipments require tender other than as described, special rates and charges apply.

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**RULE 30 MARKING, PACKING and PACKAGING of ARTICLES**

Shipments must be packed and packaged so as to ensure safe transportation with ordinary care in handling as well as to safeguard persons and other property.

- a. Each shipping unit must be legibly and durably marked with: (1) the consignor’s full name and address (including ZIP code); (2) the consignee’s full name, address and ZIP code. It is recommended that an additional copy of the shipping manifest be enclosed within the package.
- b. Packages containing fragile items, glass, or liquids of any kind shall be boldly and legibly marked on each surface showing the nature of the contents.
- c. Any property susceptible to damage as a result of shock, vibration or temperature [e.g. heat, cold, freezing, etc.] must be adequately protected by means, methods or measures necessary to adequately protect property against the normal and anticipated hazards incident to travel by various modes of transport [including mechanized handling equipment].

**RULE 32 PRIVATE RESIDENCE/NON-COMMERCIAL SITES**

- a. Before attempting pickup or delivery at private residence(s) or non-commercial sites mutually agreed upon arrangement for pickup or delivery must be made before pickup, or tender of delivery is initially attempted. The carrier must reach agreement with the consignor or consignee regarding the date and approximate time for either pickup or delivery. Documentation of such arrangement for pickup or delivery may be accomplished through a notation by the consignor on the bill of lading, phone call, e-mail or other arrangement(s) between the carrier and the consignee.
- b. In any case, when pick-up or delivery service is provided at private residences (including a home-based business), apartment, dormitory, non-military camp, estate, farm, ranch, or other location where the entire premises is not open to the general public during normal business hours, service will be provided on an individual basis subject to a minimum charge of \$50.00.
- c. Unless the bill of lading is specifically endorsed to show prepayment of these private residence delivery charges, they will be collected from the party responsible for payment of the freight charges.

**RULE 33 PROTECTION FROM HEAT OR COLD (“PROTECTIVE SERVICE”)**

**Temperature-Controlled Transportation - Refrigerated or Frozen Product**

SWHE will accept cargo requiring temperature maintenance by mechanical means (‘reefer service’). SWHE is not required to maintain product temperature lower than when tendered to carrier [reefers are not designed to “pull-down” load temperatures, they are designed to *maintain* temperature of property being transported].

SWHE reserves the right to refuse tender of property requiring transport at temperature lower than when tendered to SWHE.

**NOTE:** SWHE may, at its sole option, accept cargo at temperature(s) *higher* than originally requested provided shipper amends the bill of lading to reflect the actual temperature of product as tendered to SWHE.

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Protective Services (Continued)

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**1. Frozen Product**

SWHE will provide transportation equipment designed to maintain temperature requested by shipper which must be noted on bill of lading (b.o.l.) at time of tender. However, **Frozen Product Service (FPS)** is only designed to maintain semi-trailer internal air temperature at or below 32° degrees Fahrenheit (0° F) / 0° Celsius.

**2. Refrigerated Product**

SWHE's **Refrigerated Product Service (RPS)** is limited to product requiring temperature maintenance above 32°F but less than 70°F.

**3. Heater Service**

SWHE will transport property pursuant to "Protect from Freezing" at temperatures at or above 35° F.

**NOTE:**

1. Shipper is responsible for loading freight to assure maintenance of proper airflow during transport. SWHE will not be liable for any loss or damage caused by or resulting from restricted airflow caused by improper loading by shipper. SWHE will load shipment at increased cost.
2. SWHE cannot determine internal ('pulp') temperature of product at origin. If pulp temperature of product established after delivery varies from SWHE's temperature maintenance records, SWHE will not be responsible for loss, damage or diminution of value of product allegedly occurring while in SWHE's possession.
3. All shipments will be transported at temperatures not to exceed plus or minus 5° F

**RULE 34 REFUSAL, NON-DELIVERY, or REJECTION by CONSIGNEE**

If carrier cannot locate the consignee at the address shown in the b.o.l. or shipping document furnished to carrier, or if the consignee refuses or fails to take or accept delivery of a shipment, carrier will bring the shipment to carrier's closest terminal and notify both consignor and consignee of carrier's inability to deliver the shipment and request disposition instructions.

**NOTE:** federal common law and federal regulations require a consignee to accept property unless it is "practically valueless" and also to take all reasonable steps to mitigate loss. Any unlawful refusal by a consignee to accept property on tender of delivery will, at the time and place of rejection, change carrier's duty of care to that of a warehouseman.

If carrier is unable to deliver the shipment to consignee or does not receive disposition instructions from the consignor, carrier has a lien on the shipment for all unpaid charges and fees. If consignor or consignee apparently abandons the shipment to the carrier, carrier has the right to sell it pursuant to Massachusetts General Laws (MGL), Chapter 106: §§ 70397, 398.

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**RULE 35 REDELIVERY**

When a shipment is tendered for delivery and through no fault of carrier, such delivery cannot be accomplished, no further delivery attempts will be made except on request of consignor, subject to the following provisions: (see Note)

1. If one or more additional tenders of the shipment are made at consignee's place, carrier will assess, in addition to all other applicable charges, a minimum charge of \$150.00 per tender.  
If consignee elects to accept delivery of the shipment at carriers terminal, a minimum charge of \$75.00 plus any direct expenses incurred by carrier [room, meals and ancillary expenses, if any, etc], will be made.
2. All charges accruing under the provisions of this rule must be paid or guaranteed by the party or parties requesting redelivery before the shipment is redelivered.

Note: On shipments consigned to a private residence, apartment, camp (other than military), church, estate, farm or rectory, carrier will establish specific delivery arrangements with the consignee. Redelivery charges will not be assessed for these shipments unless the carrier and the consignee have first reached a satisfactory delivery date or time (approximate) and the carrier is unable to tender delivery as scheduled through the fault of the consignee.

**RULE 36 REHANDLING, RECONSIGNMENT and REDELIVERY**

In all instances, except arising from the sole negligence of the carrier, where consignor or consignee requests carrier to:

- a. Redeliver freight to the destination shown in the b.o.l. following carrier's inability to deliver the shipment, including consignee's refusal of tender of delivery of all or any portion of the shipment; or
- b. Return the shipment – in whole or in part – to consignor; or
- c. Deliver to another location,

the charges for such rehandling, redelivery or reconsignment will be as follows:

1. the transportation charges applicable to the original shipment are fully earned;
2. on redelivery to consignee:
  - (i) Same Location: the charge from carrier's nearest terminal to destination specified in the original b.o.l.;
  - (ii) Different Location: the charge from carrier's terminal where shipment was actually held to destination.
3. return to consignor:
  - (i) carrier's transportation charge from point of rejection to carrier's closest terminal;  
plus

(ii) carrier's transportation charge from terminal where the rejected property was actually held to designated delivery destination.  
The charges as outlined and calculated above are in addition to all other applicable charges including but not limited to detention and storage charges.

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**RULE 37 RESERVATION OF SPACE**

Carrier does not offer to reserve space. If such service is required, please contact carrier for specific rates and charges.

**RULE 38 SHIPMENTS PROVISIONALLY ACCEPTED**

If any shipment is found to be other than as described by consignor, such property will, if otherwise acceptable for carriage, be transported to destination at applicable rates and charges for like property. If, however, the property is unacceptable for tender to carrier, such goods may be warehoused at owner's risk and cost, or, may be destroyed without compensation to owner, and without liability of carrier. (see Rule 14).

**RULE 39 SHIPPER'S RIGHT to STOP DELIVERY**

Carrier will recognize shipper-seller's right to stop delivery pursuant to and in accordance with M.G.L. C.106:§7-504. As set forth in §7-504(4), carrier is entitled to full indemnification by shipper-seller against any loss or expense incurred by carrier resulting from such request.

**RULE 40 SHIPPING CONTAINERS**

For purposes of determining rates and charges, carrier assumes all shipping containers to be "Single Trip Containers" ("STC."). Return of any reusable shipping containers will be performed at carrier's standard rates and charges. In the event of loss or damage to a multi-trip shipping container, carrier's maximum liability will be that set forth in Rule 16, ("Declaration of Value") for both contents [product] and container.

**RULE 41 SORTING OR SEGREGATING FREIGHT**

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspection, sorting or segregating freight except as provided in Rule 8 (Assembly or Distribution) and Rule 29 (Pickup and Delivery).

**RULE 42 SPECIAL SERVICES**

Contact SWHE for special services as required.

**RULE 43 STOPOFFS**

Portions of a shipment may be picked up at one or more places of origin or delivered to one or more places of destination, or places in route. Contact carrier for this service.

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**RULE 44 STORAGE – IN- TRANSIT (SIT)**

SWHE will, upon request of: (1) consignor; (2) consignee; (3) beneficial owner of the property; or (4) at the direction or request of any state or federal government, state or federal agency, individual, multi-state, or federal authority having actual (or apparent) right, will store property covered by this Service Circular at or in facility(s) or warehouse(s) owned, operated or used by SWHE for interim storage pending further instruction for transportation for up to 30 consecutive days subject to the following provisions:

- (a) a shipment or portion thereof, may be placed in SIT for a total period of not more than 90 days. If not removed from SIT at midnight local time on the 90<sup>th</sup> day, the interstate character of the shipment – or any portion thereof – shall cease. SWHE has the duty to mail notice of such change in status not less than ten (10) days prior to the 90<sup>th</sup> day. Where the actual or beneficial owner is unknown, notice will be sent to all parties of interest utilizing import, export or transport documents provided to SWHE by any 3<sup>rd</sup> party(s) at time of bailment to SWHE.
- (b) following the 90<sup>th</sup> day, all property remaining in SWHE custody may be relocated to a third party public warehouse at owner's expense and without further liability to SWHE.
- (c) the following may be billed at the inception of SIT:
  - (1) transportation charges from point of shipment to SIT location;
  - (2) SIT charges due at time of billing and periodically thereafter pursuant to SWHE's billing procedures;
  - (3) any additional charges, advanced charges and other lawful charges or fees.
- (d) delivery of property from SIT will be made on or as close to the date requested as is possible. If carrier cannot deliver on the date requested, delivery will be made as soon as possible thereafter by SWHE.  
Notwithstanding the foregoing, if shipment is not delivered by the fifth (5<sup>th</sup>) workday (excluding Saturday, Sunday and holidays (see Rule 21)), storage charges shall cease. In all other cases, storage charges will cease to accrue after shipment is removed from storage. However, all other provisions contained herein remain in effect until final delivery.
- (e) applicable SIT charges include: (1) transportation charges from initial point of pickup by SWHE to SIT location; (2) periodic [monthly or part thereof] SIT storage charges; (3) applicable transportation charges from SIT location to destination.
- (f) any claim for loss or damage whether prior or subsequent to SIT is subject to Rule 2, section 3.

**RULE 45 TRADE SHOWS and EXHIBITIONS**

Shipments consigned to or picked up from an exhibition or trade show will (if applicable) be assessed waiting time of \$75.00 per hour subject to a two (2) hour minimum.

**RULE 46 WAITING TIME or DELAY or DETENTION at ORIGIN OR  
DESTINATION**

Except as provided in Rule 41 (“Sorting or Segregating Freight”) or Rule 45 (“Trade Shows or Exhibitions”), carrier will charge \$75.00 per hour waiting time payable in ¼ hour increments or when the vehicle is held for the convenience of consignor or consignee, through no fault of the carrier.

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