

SECTION A

EXCEPT AS OTHERWISE PROVIDED IN SECTION B, this Agreement, or as amended, governed by the following is described publications and by supplements thereto or reissues thereof:

1. Mileage listed in spot agreements are for informational purposes only.
The applicable mileage shall be determined from the mileage source designated for the customer using the zip code provided on the customers bill of lading at the time of shipment. Absent a designated mileage source for the customer, mileage will be determined by the most recent version of Household Goods Bureau Mileage Guide as defined in Rand McNally, Mile Maker, practical route miles.
2. CON-WAY TRUCKLOAD INC. ., General Carriage Rules CTRQ 1000 Series Memorandum Tariff CTRQ 4002 Series.
3. Service expressly is subject to, and tender of shipment is deemed acceptance of, CTLs General Carriage Rules (CTRQ 1000 Series, including liability limitations therein all which are incorporated by reference and available on request pursuant to 49 USC 13710(a). Contrary Title 49
49 rights and remedies, including 49 USC 14706(a)(I) Carmack liability for other carriers or foreign losses or claims, hereby are waived to the fullest extent legally permitted pursuant to 49 USC 1410(b)(I).
- 3a. Cargo Liability: Unless otherwise agreed to in writing, CTLs cargo Liability is limited to a maximum of \$100,000 per trailer load. CTLs liability shall be limited only to that portion of any transportation directly handled by CTL and occurring in the U.S.A. and/or Canada. Any transportation or billing arrangements made by CTL regarding freight transportation within, into or out of Mexico (including but not limited to arranging for Mexican Carriers, quoting through rates, billing for and/or remitting payment to Mexican Carriers and/or issuing through bills of lading for transportation into or out of Mexico) are done by CTL solely as an accommodation and convenience to the shipper or customer, but shall not create or impose upon CTL any liability or responsibility for any Mexican claim or loss under any agency, subcontractor, joint venture or similar theory, or otherwise.
4. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS as applicable to the transportation services under this Agreement by CON-WAY TRUCKLOAD INC. MC-119399 Sub 153 Authority
5. The rates, charges, and terms of this Agreement, as governed by the above publications shall take precedence over any other applicable rate, charges, quotes, or terms whether listed in the applicable filed and effective tariff, contracts, schedules or in any other form whatsoever.

(REV. 10-11-2006)