
ORIGINAL

Tariff No. 3001

TITLE PAGE

**Ascent Global Logistics, LLC d/b/a Ascent Power
(and all affiliated companies providing truckload & less-than-
truckload services)**

RULES / ACCESSORIALS TARIFF

**TRUCKLOAD SERVICE
LESS-THAN-TRUCKLOAD SERVICE**

**RULES, REGULATIONS AND CLAIMS PROCEDURES
FOR MOTOR CARRIER AND PROPERTY BROKERAGE SERVICES**

BETWEEN

POINTS IN NORTH AMERICA (EXCEPT MEXICO)

ALL FEES, SUMS & VALUATIONS STATED IN U.S. DOLLARS

ISSUED May 5th, 2015

EFFECTIVE May 11th, 2015

REVISED September 18, 2019

ISSUED BY
Ascent Global Logistics, LLC
d/b/a Ascent Power

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Item 10: APPLICATION OF TARIFF AND BILL OF LADING

The provisions of this Tariff, as amended, shall apply to motor carrier and/or property brokerage services provided by carrier in interstate, intrastate and/or foreign commerce between points in North America, except that the provisions of this Tariff shall not apply to any services or transportation provided in Mexico. The provisions of this Tariff may be waived in a written agreement signed by Ascent Global Logistics and a Customer. For purposes of this Tariff, the term "Customer" shall mean any entity responsible for requesting that Ascent Global Logistics provide services governed by this Tariff, any entity responsible for payment to Ascent Global Logistics for such services, or any entity receiving the benefit of such services. The term "carrier" or "Ascent Global Logistics" shall mean Ascent Global Logistics, LLC d/b/a Ascent Power and any of its affiliated operating companies providing truckload service & less-than-truckload service.

Unless expressly disclaimed by a written agreement signed by Ascent Global Logistics and Customer, this Tariff shall apply to all services provided by Ascent Global Logistics that are otherwise within the scope of this Tariff (including services performed pursuant to a short form rate confirmation or "spot" move agreement which such agreement does not specifically disclaim the provisions of this Tariff) and the terms and conditions of Ascent Global Logistics' standard bill of lading shall apply notwithstanding the use of any other bill of lading or shipping document. If there is a conflict between the terms and conditions of this Tariff and the terms and conditions on any air bill, manifest, label, bill of lading, or other transit documentation, the terms and conditions of this Tariff, as amended, modified, changed, or supplemented, will control.

When providing property brokerage services, Ascent Global Logistics is acting under its property broker authority issued by the U.S. Department of Transportation, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to Ascent Global Logistics shall be performed by third-party motor carriers ("Servicing Motor Carriers"). Except as otherwise set forth in this Tariff, Ascent Global Logistics assumes no liability for the acts or omissions of the Service Motor Carriers or their employees, agents, contractors or drivers.

Item 20: MILEAGE

Mileage shall be calculated using PC Miler version 27.1.

Item 30: NOTICE AND AMENDMENTS

Upon written request, Ascent Global Logistics will provide a Customer with copies of all applicable rules circulars and rates.

When this Tariff is amended by revised pages, the cancellation of prior pages will be effected by means of this item. A revised page will not show a cancellation notice for the prior version. A revised page takes effect at 12:01 A.M. Eastern time as of the Effective Date shown thereon, and cancels any and all uncanceled revised or original pages, or uncanceled portions thereof.

Item 100: RATES AND SCHEDULES

Rates and schedules may be published in rate catalogues or sheets, on a shipper specific basis or pursuant to a spot market rate quotation. Rates and service quotations are good faith estimates based upon information provided to Ascent Global Logistics, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of this Tariff.

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Item 110: PAYMENT

Absent a written waiver by Ascent Global Logistics or contractual specification to the contrary, all freight transportation and related charges are due and payable within fifteen (15) days of delivery of shipment, or in the event of a cancelled move, within fifteen (15) days of the date of the scheduled delivery.

Item 120: DELINQUENT ACCOUNTS

Payments received more than 30 days after the date of Ascent Global Logistics' bill will be assessed a late payment fee equal to 1.5% of the total freight bill for each 30-day period or portion thereof, from the date of the Ascent Global Logistics' freight bill until the date the payment is received, in addition to all other charges. In any action to recover unpaid freight bills from delinquent accounts, carrier shall be entitled to interest, reimbursement for reasonable attorney's fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

Item 130: ADDITIONAL COSTS

Whenever Ascent Global Logistics incurs costs due to Customer requirements, the customer shall be invoiced at 100% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

Item 140: LIEN RIGHTS

Ascent Global Logistics shall have a possessory lien on shipments and any proceeds therefrom in its dominion and control for the payment of any amounts due and owing to carrier. In addition, to the extent permitted by applicable law, Ascent Global Logistics will have a general lien on any goods that have come or will come into its possession, and on any proceeds thereof, for any and all charges due and owing to carrier regardless of whether those charges related to the goods or proceeds against which the general lien is enforced.

Item 200: APPLICATION OF ACCESSORIAL CHARGES

In addition to line haul or base transportation rates, unless otherwise agreed in writing, the accessorial charges and fees set forth herein or otherwise agreed upon by Ascent Global Logistics and Customer shall govern.

Item 210: LOADING AND UNLOADING

Rates in this Tariff contemplate loading of cargo by the consignor and unloading by the consignee, except that if the Customer, consignor or consignee requests that Ascent Global Logistics furnish outside labor to load or unload, all charges for such outside labor will be passed through to Customer, who will be billed of actual time of outside labor. If the driver or any other Ascent Global Logistics personnel is requested to assist with loading and/or unloading, a charge of \$75.00 per hour, or fraction thereof, will be assessed in addition to all other applicable charges.

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Item 220: DETENTION

- a) When Ascent Global Logistics’ vehicles are delayed or detained at premises of consignor or consignee, or other places designated by consignor or consignee for loading or unloading, the following charges will be assessed which will be in addition to all other lawful transportation charges.

| Type of Equipment | Total “Free Time” Allowance for Loading and Unloading Combined | Charge per each 15 minutes or fraction thereof in excess of “Free Time” |
|--------------------|--|---|
| Trailer Only | 2 hours | \$15.00 |
| Trailer With Power | 2 hours | \$15.00 |

- b) Time per vehicle shall begin upon notification by driver to the consignor or consignee that the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by driver of a signed bill of lading or delivery receipt.
- c) When shipments are stopped for either partial loading or partial unloading service, or both, one hour free time for each stop will be added to the total “Free Time” allowed.

Item 230: FUEL SURCHARGE

Absent Ascent Global Logistics’ written waiver, a fuel surcharge shall be applied. The calculated fuel cost is determined using the U.S. Department of Energy’s Energy Information Administration U.S. National Average On-Highway diesel fuel price published each week.

Adjustments, if any, in surcharges will be made effective for shipments picked up the calendar day following the calendar day of publication of each week’s price. The surcharge shall be applied and utilize the criteria established herein regardless of whether shipments are entirely within the U.S., involve the U.S. and Canada, or entirely within Canada. Fuel surcharges will be applied to any/all mileage related charges, and should prices rise to \$4.00/gallon or above, Ascent Global Logistics reserves the right to implement an extended surcharge.

Week Price/Gallon

Surcharge

Week Price/Gallon

Surcharge

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Item 240: SPECIAL PERMITS OR FEES

Any fees paid to any Federal, State or Municipal Government or Canadian Authority, or any subdivision thereof for special permits as may be required in connection with such movement will be added at a cost plus 3% of such cost.

Item 250: TOLLS

In concert with mileage calculations, a companion tolls calculation software will be used to determine toll charges. Toll charges will be assessed in addition to any and all other lawful transportation and related charges.

Item 260: TRANS-BORDER FEE: CANADA

A fee of \$350.00 will be charged on all shipments that a) pick up in the U.S. and deliver in Canada, b) pick up in Canada and deliver in the U.S., c) pick up in the U.S. and trip-through Canada making delivery in the U.S., and d) pick up in Canada and trip-through the U.S. making delivery in Canada. No such fee will be charged for intra-Canada moves.

Item 270: VEHICLE FURNISHED BUT NOT USED

When an order is canceled after a vehicle has already been dispatched with pickup orders, fees will be charged at the applicable one-way rate based on the type of equipment ordered for all miles from the point of dispatch to point of pickup times the applicable rate per mile, and subject to a minimum charge of \$250.00

Item 300: CARRIER LIABILITY AND RELEASED VALUE

- a) Ascent Global Logistics' liability for loss, damage, destruction or delay to cargo transported by Ascent Global Logistics shall be that of a motor carrier as set forth in the Carmack Amendment currently codified at 49 U.S.C. § 14706 (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate, or involves foreign commerce. Unless a higher value is declared by Customer in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, Ascent Global Logistics' liability for loss, damage, or delay as to any shipment shall not exceed \$50,000 per trailer or conveyance. For air freight, Ascent Global Logistics' maximum cargo liability is limited to the lesser of Fifty

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Cents (50¢) per pound or \$100,000 per air-way bill unless Customer declares higher value and pays all applicable specified charges. When performing services as a property broker, Ascent Global Logistics shall have no liability for cargo loss, damage or delay, but shall provide assistance to Customer in facilitating any such claim with the Servicing Motor Carrier. Customer's sole recourse of recovery for any such claim on brokered shipments is with the Servicing Motor Carrier. Brokered shipments serviced by Servicing Motor Carriers shall be subject to the same liability limitations and exclusions applicable to Ascent Global Logistics in this Tariff.

- b) Declaring values in excess of \$50,000.
- i. Ascent Global Logistics must be notified at the time it agrees to transport cargo that a value in excess of \$50,000 (but in any event, not exceeding \$100,000.00 will be declared, and the amount that will be declared. The released value shall be valid (meaning Ascent Global Logistics' \$50,000 limitation of liability shall apply) unless Ascent Global Logistics has agreed in writing signed by an authorized representative to accept the cargo at the declared value. In order request such additional liability, the Customer must contact Ascent Global Logistics at 414-489-6867 and make such request. If Ascent Global Logistics agrees to accept the additional liability, Ascent Global Logistics will provide a signed rate confirmation sheet acknowledging Ascent Global Logistics' acceptance of increased liability and reflecting additional charges as set forth below. Ascent Global Logistics' driver is not an authorized representative of Ascent Global Logistics for purposes of this provision, meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring value.
 - ii. The declared value must be clearly stated as such on the face of the bill of lading.
 - iii. A charge of 1.10 per \$100 of declared value in excess of \$50,000, in addition to all other charges, shall be assessed.
 - iv. Declared values in excess of \$100,000.00 shall not be accepted, and in the event Customer attempts to declare a value in excess of \$100,000.00 per trailer or conveyance, Ascent Global Logistics' liability shall continue to be limited to \$50,000 per trailer or conveyance.
- c) In no event shall Ascent Global Logistics' liability exceed the lesser of the actual value of the cargo or the declared value.
- d) Used or Reconditioned Equipment. The foregoing notwithstanding, Ascent Global Logistics' cargo liability on used or reconditioned equipment is limited to the lesser of the cost of repair, cost to replace, actual value, released value or declared value. In any event, Ascent Global Logistics cargo liability for such goods is limited to \$5.00 per pound per item up to \$100,000.00 per trailer or conveyance unless excess value is declared and obtained in accordance with the foregoing provisions. Regardless of valuation, Ascent Global Logistics' liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit, and will not be liable for any claims of diminished value or any other value not specifically set forth herein. The charge will be \$1.10 per \$100.00 of value declared over \$100,000.00 with a maximum limit of \$100,000.00 valuation permissible. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused, or reconditioned parts added during the reconditioning processes.
- e) The value of shipments involving documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value shall be limited to the value of the paper.

- f) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Ascent Global Logistics. Ascent Global Logistics reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Ascent Global Logistics.
- g) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the shipper.

Item 310: FILING OF CARGO CLAIMS

- a) Claims in writing required. Claims for loss, damage, injury, or delay to cargo must be filed in writing, as provided in subparagraph (b) below, and as otherwise may be required by law, the terms of the bill of lading.
- b) Minimum filing requirements. A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date delivery should have been made: (1) containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
- c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents will not be considered by Ascent Global Logistics as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- d) Claims filed for uncertain amounts. Whenever a claim is presented against Ascent Global Logistics for an uncertain amount, such as "\$100 more or less," Ascent Global Logistics will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.
- e) Concealed damage claims. When damage to contents of a shipping container is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to Ascent Global Logistics upon discovery and a request for inspection by Ascent Global Logistics' representative made by consignee. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier.

If more than fifteen (15) days pass between date of delivery of shipment by Ascent Global Logistics and the date of report of loss or damage and subsequent request for inspection by consignee, it shall be the obligation of the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier. While awaiting inspection by Ascent Global Logistics, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

- f) Institution of Suits. Suit for loss, damage, injury or delay shall be instituted against Ascent Global Logistics no later than two years and one day from the day when written notice is given by the Ascent Global Logistics to the claimant that Ascent Global Logistics has disallowed all or any part of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Ascent Global Logistics shall not be liable, and such claims will not be paid.

Item 320: INVESTIGATIONS OF CARGO CLAIMS

Each claim for loss or damage to cargo filed against Ascent Global Logistics in the manner prescribed herein will be promptly and thoroughly investigated.

Ascent Global Logistics reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim. Regardless of the foregoing, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct.

For shipments or any part thereof which are not delivered, Ascent Global Logistics reserves the right to require certification from the claimant that the missing cargo has not been received from any other source.

Item 330: ACKNOWLEDGMENT OF CLAIMS

Ascent Global Logistics will, upon receipt in writing of a proper claim in the manner and required, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by Ascent Global Logistics unless Ascent Global Logistics will have paid or declined such claim in writing within 30 days of the receipt thereof. Ascent Global Logistics will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim as filed, may have revealed.

Item 350: PROCESSING OF SALVAGE

Whenever baggage or material, goods, or other property transported by Ascent Global Logistics is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Ascent Global Logistics, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property or by the employment of a competent salvage agent. Ascent Global Logistics will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Ascent Global Logistics will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. Ascent Global Logistics also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage material or goods will be made directly to an agent or employees of Ascent Global Logistics or through a salvage agent or company in which Ascent Global Logistics or one or more of its directors,

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officers, or managers has any interest, financial or otherwise, Ascent Global Logistics' salvage records will fully reflect the particulars of each transaction or relationship, or both as the case may be.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, Ascent Global Logistics will record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

If Ascent Global Logistics does not receive disposition instructions within forty-eight (48) hours of sending its initial notice, Ascent Global Logistics may, in its sole discretion, attempt to issue a second and final confirmed notification. Such second notice shall advise that if carrier does not receive disposition instructions within ten (10) days of that notification, Ascent Global Logistics may offer the shipments for sale at a public auction and Ascent Global Logistics has the right to offer the shipment for sale. If Ascent Global Logistics determines in its sole discretion that the potential for recovery will be prejudiced by such second notice period (e.g., where the goods to be salvaged are perishable), Ascent Global Logistics may shorten the second notice period or forego the second notice altogether. The amount of sale will be applied to the costs of the sale and Ascent Global Logistics' invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. 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 written claim and proof of ownership.

Item 355: BILLS OF LADING

References to bills of lading and respective rules contained in bills of lading will be based on the Uniform Straight Bill of Lading and the Uniform Bill of Lading Terms and Conditions contained therein. Unless Customer and Ascent Global Logistics have a separate written agreement, all common or contract carriage performed by Ascent Global Logistics shall be subject to the terms and conditions of the Bill of Lading. All terms and conditions specified in the Uniform Bill of Lading are incorporated in this Tariff by reference. Any term or condition contained in a different type of bill of lading, including a shipper bill of lading, shall not be binding upon Ascent Global Logistics. In the event Ascent Global Logistics' driver or other representative sign such document, such document will serve only to acknowledge the receipt of freight as described in the document and will not bind Ascent Global Logistics to any incorporated terms or conditions.

Item 400: CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT

- a) "Overcharge" means an overcharge as defined in Section 49 U.S.C. § 14704(b). It also includes duplicate payments and unidentified payments as hereinafter defined when a dispute exists between the parties concerning such charges.
- b) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.
- c) "Unidentified payment" means a payment which a carrier has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
- d) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.

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e) "Undercharge" means charges for transportation services which are less than those applicable thereto.

Item 410: FILING, DOCUMENTING, AND PROCESSING CLAIMS

Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow Ascent Global Logistics to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data in the possession of the claimant which substantiates the basis for the claim. Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by applicable payment information.

If Ascent Global Logistics invoices the shipper, receiver or its authorized agent for charges for transportation services which are less than those applicable to such services, Ascent Global Logistics shall file an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Ascent Global Logistics shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Ascent Global Logistics' claim.

**Item 420: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR
DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS**

If Ascent Global Logistics is not provided sufficient information with which to properly apply a payment, Ascent Global Logistics shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Ascent Global Logistics does not receive the information requested within 90 days from the date of the notice, Ascent Global Logistics may treat the unidentified payment as a payment of freight charges owing to it. Following the 90-day period, the regular claims procedure shall be applicable.

Item 500: LIABILITIES NOT ASSUMED

ASCENT GLOBAL LOGISTICS SHALL NOT BE LIABLE, REGARDLESS OF THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ASCENT GLOBAL LOGISTICS, ITS EMPLOYEES, CONTRACTORS, OR UTILIZED INDIVIDUALS OR BUSINESS ENTITIES, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, REGARDLESS OF WHETHER ASCENT GLOBAL LOGISTICS HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

Item 520: FORCE MAJEURE EVENTS

Ascent Global Logistics and/or any Servicing Motor Carrier shall not be liable for any failure to perform, including failure to timely perform, services under this tariff where such failure is wholly or partially due to an Act of God, War, Fire, Weather, Explosion, Riot, Civil Commotion, Act of Terrorism, Restriction by Government or other Authority, Strikes, Lock Outs, Failure of Suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Ascent Global Logistics to control, or which could not be reasonably anticipated by Ascent Global Logistics.

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Item 530: APPOINTMENTS

Ascent Global Logistics is not bound to transport a shipment by a particular appointment schedule, or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch. Ascent Global Logistics will not be liable for late deliveries or unkept appointments unless such late delivery or unkept appointment is beyond Ascent Global Logistics' duty of reasonable dispatch. In no event shall a time quotation be considered a guarantee of delivery time.

Item 540: IMPRACTICABLE OPERATIONS

Nothing in this tariff shall be construed as making it binding upon Ascent Global Logistics to accept freight from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this Tariff, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, Ascent Global Logistics reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.

Item 550: LIMITATION OF SIZE AND WEIGHT

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles or facilities. Without limiting the foregoing, Ascent Global Logistics is not required to accept for transportation any lading that exceeds 45,000 pounds or which occupies the full visible capacity of the trailer provided.

Item 560: WARRANTIES

ASCENT GLOBAL LOGISTICS MAKES NO WARRANTIES, IMPLIED OR OTHER, FOR ANY TRANSPORTATION AND/OR RELATED SERVICES PROVIDED.

Item 570: NON-WAIVER

Failure by Ascent Global Logistics to apply or enforce the provisions of its Tariff(s), service guides, standard operating procedures, terms and conditions, or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided.

Item 580: PACKAGING, MARKING AND PAPERWORK

The "shipper," not Ascent Global Logistics, is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

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Item 600: HAZARDOUS MATERIALS

Shipments which contain articles considered hazardous as defined by applicable law or regulation will be subject to an additional charge of \$350.00 per shipment. Such charge shall be in addition to all other applicable charges.

NOTE: The bill of lading and shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to Ascent Global Logistics. Customer must provide the carrier with the proper shipping names, hazardous class and the proper "UN" classification. Ascent Global Logistics and Customer shall operate in conformity with all applicable regulations contained in Title 49, CFR, Parts 100 to 180 insofar as they pertain to the preparation and transportation of Hazardous Materials. Customer will be responsible for the proper packaging, marking, and related paperwork, including Material Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Customer will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the occurrence of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by Ascent Global Logistics, as a result of its failure to comply with any of the foregoing and/or those as required of a Customer by law. Further, Customer shall assume all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing.

Item 610: PIER DELIVERIES

Ascent Global Logistics expenses incurred for pickup or delivery service on shipments involving piers, docks, pier terminals, transit sheds, or wharves, including the loading and/or unloading charges of the longshoremen, stevedores, public loaders, gate passes and all other applicable charges, the charge will be actual costs, plus 30%, subject to a \$100 minimum. Detention will be applied normally.

Item 620: RECONSIGNMENT OR DIVERSION

Shipments may be diverted or reconsigned upon instructions from Customer, and Ascent Global Logistics' applicable prevailing Tariff mileage rates from point of original destination to reconsignment destination will be applied and added to the original shipment mileage charges.

Item 630: REDELIVERY

When a shipment is consigned to businesses, warehouses and other generally recognized receiving locations, and the Ascent Global Logistics vehicle is capable of making delivery and through no fault of Ascent Global Logistics such delivery cannot be accomplished, applicable detention charges will be assessed, with credit for any applicable free-time given, until delivery is made, subject to a maximum of ten (10) hours detention per calendar day, regardless of whether or not Ascent Global Logistics' vehicle remains on the consignee premises or departs from said premises while waiting (a) to deliver on the consignees next regularly scheduled business day or (b) to deliver at a re-designated time as instructed by a consignee representative. If redelivery is to a location other than original consignee location, detention charges will accrue as provided for herein until carrier receives instruction to deliver to a new consignee location. An additional charge based upon mileage and vehicle furnished will also be assessed for all miles from the original consignee location to the newly designated consignee location, provided however, that if redelivery is to a location within the confines of the same plant, compound or facility grounds, no additional mileage charges shall apply but in lieu thereof a stop-off charge of \$100.00 shall be assessed.

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Item 640: RETURN, REJECTED AND DAMAGED SHIPMENTS

On shipments or portions thereof which are returned (refused), rejected or damaged, Ascent Global Logistics will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin and charges will be assessed at the mileage rates shown in carrier's applicable tariffs (in effect on the date of the return shipment) with mileage calculated from delivery point to point of original pickup. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

Item 650: SPECIALIZED SERVICES AND/OR EQUIPMENT

Upon request, Ascent Global Logistics may provide the following services and/or equipment. Ascent Global Logistics will not be responsible to provide special and/or extra equipment or perform accessorial services if not specifically requested to do so prior to the tender of the shipment. If prior arrangements for specialized services and/or equipment are not made with the carrier, carrier reserves the right to refuse such shipment. Customer may however, at its own risk, choose to unload the shipment and wait for the required equipment to be furnished. Requests for special equipment and/or services must be noted on all shipping orders, bills of lading, and/or electronic media. The following charges shall be in addition to all other lawful transportation and related charges.

Charges will be assessed on a per shipment basis

Item 660: STOP-OFF IN TRANSIT: LOADING / UNLOADING

- a) Shipments may be stopped in transit for the purpose of partial loading and/or unloading. One (1) hour additional free time will be given for each such in transit stop.
- b) The rate to be assessed shall be the rate applicable from point of origin to point of final destination (See Note).
- c) The initial pickup stop and the final delivery stop are not subject to stop-off charges. For all other stops for partial loading or unloading, the charge shall be \$100.00 per stop.
- d) On shipments where the charges are collect or prepaid but not a combination of both, and shipper or consignee requests separate billing per stop-off, the carrier will divide the total applicable revenue of such shipment by the number of stops, and the result will be the charges for each billed stop.

NOTE: When rates are based on mileage, the rate to be applied shall be the rate applicable for the total mileage of the shipment calculated from the original point of origin to point of final destination via all stop-off points.

Item 670: STORAGE RIGHTS

On refused, rejected or other shipments where Ascent Global Logistics is unable to deliver a shipment or part of a shipment to its intended final destination, Ascent Global Logistics' liability as a warehouseman shall begin immediately upon refusal or rejection and Ascent Global Logistics shall be entitled to recover any and all costs in any way associated with the storage of any cargo. At its sole option, Ascent Global Logistics may deposit the cargo in a public warehouse or storage facility under the consignee's, and/or shipper's name so that storage fees do not accrue against Ascent Global Logistics.

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Ascent Global Logistics liability for loss or damage to cargo is eliminated once cargo is deposited.

Item 700: SHIPPER BILL OF LADING / AIRWAY BILLS / PAPERWORK

Bills of Lading and/or paperwork provided by a shipper, broker, forwarder, other carrier, intermediary, or other documents not issued by Ascent Global Logistics, shall act solely as “receipts” for the transfer of custody of cargo only. All terms and conditions of transport shall be pursuant to Ascent Global Logistics’ Bill of Lading and applicable tariffs in effect when service is provided.

Item 710: SUBCONTRACTING AND BROKERAGE RIGHTS

When necessary to honor service commitments, Ascent Global Logistics may, at its sole discretion, utilize the services of Servicing Motor Carriers selected by Ascent Global Logistics in its capacity of a property broker or other modes of transportation. When brokering shipments to Servicing Motor Carriers, Ascent Global Logistics shall have no liability for cargo loss, damage or delay claims, nor for the acts or omissions of the Servicing Motor Carriers or its agents, employees or drivers.

Item 720: VEHICLE USED TO TRANSPORT CUSTOMER TRAILER

All such moves are considered to be round-trip moves, even if the Customer trailer is only transported one-way. As Ascent Global Logistics is requested or required to provide power to transport a Customer trailer, charges will be 100% of the applicable one-way mileage (outbound) rate.

Item 730: SHIPMENTS CONTAINING FOOD

Notwithstanding any other provisions of this Tariff, with respect to any food intended for human or animal consumption, including articles used for components thereof (“Food”) with respect to which services are provided by Ascent Global Logistics, the provisions of this section shall apply and supersede to the extent in conflict with any other terms and conditions maintained in this Tariff.

- a) Notice of Consignments Containing Food. Any Customer tendering, receiving or otherwise requesting services with respect to any shipment consignment containing Food shall, at the time of the initial request for services with respect to the individual consignment in question is made, provide written notice to Ascent Global Logistics that the consignment contains Food (hereinafter, the “Notice”), which Notice must also include any special instructions or handling requirements applicable to any such consignment, including, but not limited to, any requirements related to condition, design, maintenance or type of transportation equipment; sealing of trailers; cross-contaminant restrictions; segregation/isolation of Food consignments; records relating to equipment (such as prior use or cleaning); temperature range requirements; temperature records (including method of measuring, monitoring and documenting temperature); pre-cooling requirements; required transit-times, etc., (any such instructions, hereinafter the “Specialized Instructions”) regardless of whether such requirements are imposed by private parties or by any applicable law, rule, regulation. Temperature requirements must be stated solely in degrees Fahrenheit. Any such Notice must be provided in writing (including electronic means) at the time of Customer’s initial request for services to which such Notice relates and shall specifically identify the shipment to which it relates. Ascent Global Logistics shall not be bound to comply any provisions contained in the Notice, including any Specialized Instructions set forth therein, unless Ascent Global Logistics expressly confirms in writing identifying the specific shipment covered by the Notice, Ascent Global Logistics’ agreement to comply. If Customer tenders

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a shipment identified in the Notice without receiving such written confirmation from Ascent Global Logistics prior to pickup, Customer acknowledges and agrees that Ascent Global Logistics shall have no obligation to abide by the Notice or any Specialized Instructions contained therein.

- b) Effect of Failure to Provide Required Notice. If a consignment of Food with respect to which written Notice is required pursuant to the provisions of this Tariff is tendered, but Notice is not given and confirmed by Ascent Global Logistics in accordance with the provisions of this Tariff, then, notwithstanding any other provision of this Tariff, liability of Ascent Global Logistics arising from or related to cargo loss or damage, including loss or damage due to unreasonable delay, shall be limited to \$0.10 per pound per package unless excess value has been declared by Customer in accordance with the requirements of this Tariff. Moreover, if Customer has declared excess valuation with respect to any such consignment, with respect to which notice is required but not provided, notwithstanding the amount of excess value declared, in no event will liability of Ascent Global Logistics exceed \$25,000.
- c) Consignments Requiring Temperature Control. With respect to any consignment for which temperature control service has been requested in a Notice containing Specialized Instructions, in the absence of Ascent Global Logistics' confirmation of any Specialized Instructions to the contrary, the following terms and conditions will apply to Ascent Global Logistics' transportation of such commodities: (1) the consignor of the consignment shall ensure that commodities are within appropriate temperature ranges at the time of physical tender to Ascent Global Logistics; (2) the consignor and consignee shall be solely responsible for taking, and maintaining records of, temperature readings at origin and destination respectively and Ascent Global Logistics shall have no responsibility to do so nor to record temperature while in-transit; (3) the consignor shall be solely responsible for ensuring the transporting conveyance is set to appropriate temperature ranges prior to initiation of loading; and (4) upon delivery, temperature readings shall be taken of product itself, not the ambient trailer temperature, and in the event a reading indicates commodities in one part of the trailer have been subjected to temperatures outside of the agreed upon range, sample readings will be taken of product loaded throughout the entire trailer.
- d) Failure to Comply with Written Instructions. **ANY FAILURE OR ALLEGED FAILURE BY CARRIER TO COMPLY WITH SPECIALIZED INSTRUCTIONS PROVIDED AND ACKNOWLEDGED IN ACCORDANCE WITH THE PROVISIONS OF THIS TARIFF SHALL NOT, IN AND OF ITSELF, RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED, OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL LACK OF THE ORIGINAL SEAL AT THE TIME OF DELIVERY RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. ANY DETERMINATION THAT FOOD HAS BEEN RENDERED UNSAFE, CONTAMINATED, ADULTERATED, OR UNFIT FOR ITS INTENDED PURPOSE REQUIRES EXERCISE OF REASONABLE DISCRETION. CUSTOMER CONFIRMS ITS OBLIGATION TO MITIGATE DAMAGES.**

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Item 740: BROKERAGE OF LTL SHIPMENTS

In the event Ascent Global Logistics, in its capacity as a property broker, arranges any less-than-truckload (“LTL”) shipment on behalf of Customer, the following provisions and limitations will apply:

- a) In its role as a broker, Ascent Global Logistics does not offer any liability coverage for loss, damage, destruction or delay to cargo, and any such claims will be covered under the liability coverage of the Servicing Motor Carrier.
- b) All LTL shipments will be subject to the LTL tariffs of the Servicing Motor Carrier which may include liability limitations in favor of the Servicing Motor Carrier with respect to cargo loss and damage claims.
- c) Customer or the beneficial owner of any damaged or lost cargo is solely responsible for filing claims with the Servicing Motor Carrier in compliance with any applicable LTL tariffs that may apply with respect to such Servicing Motor Carriers.
- d) Additional charges, including but not limited to accessorial charges, may be assessed in connection with any LTL shipments based upon the LTL tariff of the Servicing Motor Carrier, and Customer shall be solely responsible for the payment of such additional charges. Ascent Global Logistics assumes no responsibility with respect to additional charge disputes between Customer and the Servicing Motor Carriers on LTL shipments.
- e) Rates and charges on LTL shipments are subject to adjustment and rebilling by the Servicing Motor Carriers under the terms of the LTL tariff for the Servicing Motor Carrier. Customer is solely responsible for the payment of such rebilling and/or disputing such rebilling directly with Ascent Global Logistics.
- f) In no event will Ascent Global Logistics or the Servicing Motor Carrier, with respect to any LTL shipment be liable for any consequential, indirect, exemplary, punitive, special damage, chargebacks or penalties related to any LTL shipment regardless of whether such damages, chargebacks or penalties were known or foreseeable by Ascent Global Logistics or the Servicing Motor Carriers.

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