

MARTEN TRANSPORT, LTD.

ICC MTEN 105-A

2nd Revised Title Page

MC-103798, USDOT 74432

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FREIGHT TARIFF

Naming

RULES, REGULATIONS  
And Certain Accessorial Charges

- Via All Motor and Intermodal Routes of Marten Transport, Ltd. -  
And Related Broker Entities

Applicable in connection with traffic governed by tariffs or contracts making reference to or otherwise incorporating or not excluding application of this Rules Tariff or in the absence of other governing provisions.

RULES TARIFF

For governing publications, see Item 25.

Applies on Intrastate, Interstate, and Foreign Commerce.

This tariff removes canceled items. No other changes.

Issued: July 22, 2015

Effective: July 23, 2015

Issued by  
Greg Cemjar, Director, Marketing Services  
129 Marten Street  
Mondovi, WI 54755

The provisions published herein will not, if effective, have an effect on the quality of the human environment.

For explanation of reference marks and abbreviations, see Item 10000 and 10050 on last page.

MARTEN TRANSPORT, LTD.

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CHECK SHEET

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**MARTEN TRANSPORT, LTD.**

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

1

SCOPE OF OPERATIONS

(C) Rates and provisions named in this Tariff or as amended, extend in their application on all Intrastate, Interstate or Foreign Commerce to transportation, whether or not subject to 49 USC § 14101(b) transportation contract, whether or not incorporated therein by reference, provided or arranged by: Marten Transport, LTD, USDOT No. 74432, MC-103798; Marten Transport Services, LTD, USDOT No. 2238099, MC-587503; and Marten Transport Logistics, LLC, USDOT No. 238070, MC-587020 (collectively, "Carrier" or "Marten").

25

GOVERNING PUBLICATIONS

(C) This Tariff is governed, except as otherwise provided herein, by the following described Tariffs, and by supplements or loose-leaf page amendments thereto or successive issues thereof:  
Rand McNally, Household Goods Miles.

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Issued: July 1, 2015

Effective: July 21, 2015

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

30

APPLICATION OF TARIFF

(C)

This Tariff shall be used in connection with tariffs and contracts for all transportation in Intrastate, Interstate or Foreign Commerce, whether or not subject to a 49 USC § 14101(b) transportation contract, whether or not this Tariff is incorporated therein by reference, provided or arranged by: Marten Transport, LTD, USDOT No. 74432, MC 103798; Marten Transport Services, LTD, USDOT No. 2238099m MC 587503; and Marten Transport Logistics, LLC, USDOT No. 2238070, MC 587020..

35

ADVANCING CHARGES

Except as otherwise provided, no charge of any description will be advanced to shippers, owners, consignees or agents thereof, nor to any draymen or warehousemen, except for freight, demurrage, storage, cartage, insurance, custom fees, brokerage fees, duty charges or other expenses or charges incidental to the transportation of the shipment. Such charges as are advanced shall be in addition to all other applicable charges.

No charges will be advanced on any shipment which, in the judgment of the carrier's agent at point of origin, would not at forced sale, realize the total amount of charges due at destination.

When loading and/or unloading charges, incidental to pick-up and/or delivery, have been paid by the carrier to long-shoremen, stevedores and/or other labor or for the use of equipment, such charges shall be in addition to all other charges provided for herein or in the transportation contract governing the shipment.

40

ALTERNATIVE APPLICATION OF RATES AND WEIGHTS

(N)

When different rates on the same article or articles are provided, the lowest charge will be applied.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

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APPLICATION OF GOVERNING MILEAGE GUIDE

Except as otherwise provided herein, distances shall be computed according to the mileage guide referred to in Item 25 subject to paragraphs (A), (B), and (C) hereof.

- (A) Where the shipper or consignee requests transportation of the shipment over a particular route longer than the shortest truck route, the mileage over the longer specified route will be used in determining charges.
- (B) If operation over the shortest or specified route is not feasible because of operating hazards, load limitations of the highways or bridges, underpasses or other highway limitations, the mileage computed over the shortest route over which the vehicle transporting the shipment can move will be used in determining the charges.
- (C) When shipments move under special permits as required by or obtained from a municipal or state regulatory body or commission which specifies the route to be traveled by the motor vehicle, the mileage to be used in determining the charges will be the mileage via the route specified in the special permit.

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ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF
125  (C)	<p style="text-align: center;">BILLS OF LADING</p> <p>(A) The name and address of only one shipper and one consignee and only one destination shall appear on a Shipping Order or Bill of Lading. When shipments are consigned to a place of which there are two or more of the same name in the same state, the name of the county must be shown.</p> <p>(B) Bills of Lading for shipments consigned "To order" will not be issued unless the name of the person, firm or corporation to whose order the shipment is consigned is plainly shown thereon after the words "To order of."</p> <p>(C) Shipments moving under rates published in tariffs or named in 49 USC § 14101(b) or other transportation contract making reference hereto are governed by the Contract Terms and Conditions of the Uniform Straight Bill of Lading hereinafter set forth in Item 160, except as otherwise provided in a 49 U.S.C. § 14101(b) or other transportation contract.</p>
130  (C)	<p style="text-align: center;">COLLECTION OF FREIGHT CHARGES</p> <p>The carrier will not deliver, nor relinquish, possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, money order or certified check, except where other arrangements have been made in accordance with the rules and regulations of the Federal Motor Carrier Safety Administration, 49 CFR Part 377 and successor publications thereof, and except as otherwise provided in a 49 U.S.C. § 14101(b) or other transportation contract which shall take precedence over the provisions of this Item. If upon inspection, it is ascertained that the article or articles shipped are not those described in the Bill of Lading, the tariff or transportation contract charges must be paid upon the article or articles actually shipped. Rates and charges are stated in lawful money of the United States. Payment of charges must be made in funds of the United States of America.</p>
140  (C)	<p style="text-align: center;">COMBINATION OF ARTICLES</p> <p>When not specifically named in tariffs or in a 49 U.S.C. § 14101(b) or other transportation contract governed by this Tariff, articles which have been combined or attached to each other will be charged for at the rate for the highest rated article of the combination, the minimum weight will be the highest minimum weight provided for such highest rate. Where the volume or truckload rates are the same, the minimum weight will be the highest for any article in the combination.</p>
145	<p style="text-align: center;">CONSECUTIVE NUMBERS</p> <p>Where consecutive numbers are represented in this Tariff by the first and last numbers connected by the word "to" or a dash "-", they will be understood to include both the numbers shown, and the intervening numbers.</p>

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160

(C)

CONTRACT TERMS AND CONDITIONS  
FOR TRANSPORTATION OF FREIGHT GENERALLY

Freight accepted and received by carrier, subject to individually determined rates or 49 USC § 14101(b) or other transportation contract between carrier and shipper, if and to the extent applicable, supplemented or otherwise, to rules, rates and charges, and classifications that have been established by carrier, MTEN 105-A, and are available to shipper on request, in apparent good order (contents and condition of contents of packages unknown except as described by shipper), subject to the terms, conditions and limitations specified in MTEN 105-A and as state, generally, in this Item 160:

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided in this Item 160 and as otherwise specified in other Items set forth in MTEN 105-A.

Sec. 1. (b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for the loss, damage, or delay caused by fire occurring after the expiration of the free time (if any) allowed by tariffs (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner or party entitled to make such request, or resulting from a defect or vice in the property, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

Sec. 1. (c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in the case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

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Continued

(C)

CONTRACT TERMS AND CONDITIONS  
FOR TRANSPORTATION OF FREIGHT GENERALLY

Sec. 2. No carrier is bound to transport said property, by any particular schedule, train, vehicle or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by contract, classification, tariff or circular upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence. Unless otherwise agreed the released value shall be deemed to be and shall not exceed \$50,000 per trailerload shipment (proportionate for lesser volume or weight, whichever is less). In no case shall carrier be liable for special or consequential damages.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this Bill of Lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in the case of export traffic, within nine months after a delivery at port of export), or in case of failure to make delivery, then within nine months after a reasonable time for delivery had elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

Sec. 3. (b) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance.

Sec. 3. (c) Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coeperage and baling at owner's cost.

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

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Continued

CONTRACT TERMS AND CONDITIONS  
FOR TRANSPORTATION OF FREIGHT GENERALLY

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, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

Sec. 4. (b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's 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. 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.

Sec. 4. (c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

Sec. 4. (d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

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Continued

(C)

CONTRACT TERMS AND CONDITIONS  
FOR TRANSPORTATION OF FREIGHT GENERALLY

Sec. 4. (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

Sec. 4. (f) Where a carrier is directed to unload or deliver property transported by motor vehicle at a particular location where consignee or consignee's agent is not regularly located, the risk after unloading or delivery shall be that of the owner.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

Sec. 5. (b) No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping 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, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances, where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all contract and tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this Bill of Lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges, PROVIDED, that where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

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Continued

(C)

CONTRACT TERMS AND CONDITIONS  
FOR TRANSPORTATION OF FREIGHT GENERALLY

Sec. 7. (a) (continued) at the time of delivery for which he is, otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (i) is an agent only and has no beneficial title in said property, and (ii) prior to delivery of said property has notified the delivery carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original Bill of Lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at the time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this Bill of Lading, the freight charges must be paid upon the articles actually shipped.

Sec. 7. (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 by 49 U.S.C. § 13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

Sec. 7. (c) Nothing in this bill of lading shall limit the right of the carrier to require the 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.

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 to the prior Bill of Lading as to the statement of value or otherwise, or election of common law or Bill of Lading liability, in or in connection with such prior Bill of Lading, shall be considered a part of this Bill of Lading as fully as if the same were written or made in or in connection with this Bill of Lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers

Sec. 9. (b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
Greg Cemjar, Director, Marketing Services  
129 Marten Street  
Mondovi, WI 54755

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

160

Continued

(C)

CONTRACT TERMS AND CONDITIONS  
FOR TRANSPORTATION OF FREIGHT GENERALLY

Sec. 9. (c) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of carriers other than water.

Sec. 10. Any alteration, addition, or erasure in this Bill of Lading which shall be made without the special notation thereon of the agent of the carrier issuing this Bill of Lading shall be without effect, and this Bill of Lading shall be enforceable according to its original tenor.

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ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF
165 NEW (C)	<p align="center">CONTRACT TERMS AND CONDITIONS, DEFINITIONS OF DELIVERY TO, ACCEPTANCE AND DELIVERY BY CARRIER</p> <p>Acceptance by Carrier, Shipper Load and Count:</p> <p>"Deliver to and acceptance by carrier" of a tendered shipment means and occurs when, whichever occurs later: (a) Carrier signs the bill of lading or other receipt acknowledging carrier's acceptance of the shipment, with or without exceptions; (b) carrier's power unit is connected to a sealed trailer or container tendered to carrier, whether or not the trailer or container has been sealed by shipper; and/or (c) carrier's power unit is connected to the trailer or container and the doors of the trailer or container are closed and sealed, whether by shipper or carrier.</p> <p>Delivery by Carrier:</p> <p>"Delivery by carrier" means and occurs at the location specified for delivery of the shipment, when, whichever occurs earlier: (a) per request of consignee or consignee's agent, carrier drops the trailer or container and disconnects carrier's power unit; (b) carrier opens doors and spots trailer or container for consignee unloading; and/or (c) consignee or consignee's agent signs the delivery receipt, with or without exceptions.</p>
166 NEW (C)	<p align="center">CONTRACT TERMS AND CONDITIONS, CONSIGNOR-SHIPPER RESPONSIBILITY FOR LOADING, CONSIGNEE UNLOADING</p> <p>Unless expressly agreed in writing (see Item 250), consignor, shipper or shippers agent or designee (<i>i.e.</i>, any person who initiates the shipment) ("Shipper") shall load all shipments and/or trailerloads subject to "shipper load and count" terms ("SLC"), with or without any notation to that effect on the bill of lading, receipt or other shipping document and regardless of any purported opportunity for carrier or carrier's driver to ascertain the count or condition of the lading and notwithstanding inspection of the load for securement by carrier's driver.</p> <p>"Shipper load and count" includes, but is not limited to, Shipper's responsibility: (a) to make the final determination prior to loading, by visual inspection, of the suitability, as to cleanliness and other relevant conditions, of carrier's trailer for transportation of the lading; and (b) for temperature-controlled shipments, to assure pre-cooling or any other Shipper temperature requirements are maintained during loading. Inspection of loading by carrier's driver for securement does not relieve Shipper of the burden of responsibility for all components of SLC terms.</p> <p>For shipments requiring temperature control: (a) Shipper shall specify to carrier, in writing, the temperature or temperature range to be maintained during the transportation including, if applicable, any requirement that the temperature control unit be set to "continuous" operation; and (b) consignee or other person designated to unload the shipment or trailerload shall carry out, and if requested shall demonstrate that it has carried out, unloading consistent with maintaining Shipper's temperature control specifications.</p>
167 NEW (C)	<p align="center">CONTRACT TERMS AND CONDITIONS SEALS AND SECUREMENT</p> <p>Shipper's tender of a Shipper sealed trailer or container or Shipper policies or conditions at Shipper's loading locations which make inspection of loading by carrier's driver impracticable constitute Shipper's assurance that the cargo in the trailer or container is adequately packaged and secured for transportation on the public highways, free from visible and latent or concealed defects.</p>
169 NEW (C)	<p align="center">CARRIER'S RIGHT TO BROKER SHIPMENTS</p> <p>Marten reserves the right, for any reason or no reason, and shipper authorizes Marten, to broker any shipment through Marten's logistics division or Marten Logistics, LLC, USDOT No. 2238070, MC 587020. Absent inconsistent or expressly superseding transportation contract terms, ICC MTEN 105-A shall apply to such brokered shipments.</p>

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
 Greg Cemjar, Director, Marketing Services  
 129 Marten Street  
 Mondovi, WI 54755

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

170

DEFINITION OF LOADED MILES

The term "Loaded Miles" when used herein will be those miles traveled by the vehicle used in performing the transportation service from the points of origin to the final destination via the stop-off point, or points (if any).

175

DEFINITION OF SHIPMENT

A shipment is a quantity of freight received from one shipper, at one point of origin, or from places within a single plant, at one time for one consignee at one destination and covered by one Bill of Lading or written Shipping Order, for transportation in one vehicle, unless otherwise provided.

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Issued: July 1, 2015

Effective: July 21, 2015

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

180

ACCESSORIAL CHARGES

New  
(C)

Note: "Pass through" means charges assessed to the shipment or Carrier are passed through to the payor of the freight charges.

**Accessorial Charges:**

Note: Rates and charges are based upon Shipper load, Consignee unload, and a maximum of \$50,000 cargo liability release value per trailerload shipment (proportionate for lesser volume or weight, whichever is less). This supersedes any other reference to cargo liability in any existing contractual agreement.

**Circuitous/Out-of-Route Miles:**

\$2.00 per mile or contracted line haul revenue per mile, whichever is higher, plus fuel surcharge.

**Corrected Bill of Lading:**

\$35 if a corrected invoice is required due to incorrect Bill of Lading.

**Detention – Trailers with Power Units (see Item 185):**

Allotted time: 1 hour loading; 1 hour unloading

Charge: \$2.00 per minute after expiration of allotted load/unloading time.

Layover charges will apply after 5 hours.

**Detention – Trailers without Power Units (see Item 190):**

Allotted time: 8 hours loading; 8 hours unloading

Charge: \$50 per hour after expiration of allotted time. Charge not to exceed \$700 per 24 hour period.

Repositioning of equipment charges will apply.

**Duplicate Payment Refund Fee:**

\$50 processing fee to mail a refund check if an invoice is paid twice.

**Extended Transit Charge:**

Shipment transits exceeding the following schedule are subject to a \$700 charge for each additional day.

0-500 miles	1 day	1,501 to 2,000 miles	4 days
501 to 1,000 miles	2 days	2,001 to 2,500 miles	5 days
1,001 to 1,500 miles	3 days	2,501 to 3,000 miles	6 days

**Extra Driver (Team Driver):**

Additional 10% surcharge applied to line haul charges.

**Fuel Surcharge:**

An adjustment for fuel costs will apply under the terms of the applicable contract.

**Tanker Endorsement:**

\$150 per shipment.

**HazMat Handling:**

Over-the-road: \$350.

Intermodal: \$350, plus for erroneous, incomplete or withheld HazMat shipping documentation, pass through of 100% of railroad fees and/or fines assessed by the railroad.

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Issued: July 22, 2015

Effective: July 23, 2015

Issued by  
Greg Cemjar, Director, Marketing Services  
129 Marten Street  
Mondovi, WI 54755

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ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF
180 New Continued (C)	<p><b>Layover:</b> \$700 per driver/vehicle per night; \$1,400 for team drivers/vehicle per night.</p> <p><b>Load Locks:</b> \$75 per load bar/lock when more than 2 load locks requested or required by Shipper.</p> <p><b>Loading and/or Unloading:</b> 100% of lumper costs pass through to payor of the freight charges.</p> <p><b>Minimum Charge:</b> \$700 per trailer used except as otherwise specifically stated in the applicable rate schedule.</p> <p><b>New York City Metro Charge:</b> \$800 for deliveries into New York zip codes: 100-104; 110-119.</p> <p><b>Pallet Exchange:</b> 100% pass through to customer, plus 10% administrative charge.</p> <p><b>Payment Terms:</b> Payments due within 30 days from invoice date. Also see Item 130, Collection of Charges.</p> <p><b>Proof of Delivery:</b> \$25 per bill if Customer requests bill of lading or other receipt be sent with or in addition to freight invoice. Proof of delivery is available on Marten's website without charge.</p> <p><b>Railroad Surcharges:</b> Any surcharges in addition to the rate will be passed through.</p> <p><b>Reconsignment and Diversion (see Item 360):</b> \$2.00 per reconsigned mile plus Fuel Surcharge and a \$350 flat charge.</p> <p><b>Redelivery (see Items 350 and 360):</b> \$700 per shipment.</p> <p><b>Reefer Unit Download:</b> Download charge of \$150 or actual amount incurred, whichever is greater.</p> <p><b>Repositioning of Equipment:</b> \$2.00 per mile for locating and/or retrieving, plus fuel surcharge or line haul rate whichever is higher; \$2.00 per mile to subsequent load, plus fuel surcharge or line haul rate whichever is higher; \$700 Minimum charge per segment.</p> <p><b>Request for Accessorial Approval Documentation:</b> \$25 per bill when a request is made that a written approval for accessorial charges accompany a freight bill for payment approval.</p> <p><b>Returned, Undelivered Shipment:</b> Negotiated by occurrence.</p>

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
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ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF
180 New Continued  (C)	<p><b>Spotting Charges:</b> 100% of spotting charges passed through.</p> <p><b>Stop-offs (excluding initial pickup and final delivery):</b> Stop 1 \$100, stop 2 \$150, stop 3 and after \$225.</p> <p><b>Vehicle Furnished – Not used:</b> Repositioning of equipment charges will apply. \$700 Minimum charge. Detention – trailers with power units may apply also.</p> <p><b>Washouts:</b> Cost pass through at 100% with actual washout service receipt.</p> <p><b>Frozen loads less than -1°F:</b> Any loads shipped at a temp less than -1°F will be subject to a \$.02 per mile surcharge or \$50 minimum charge.</p> <p><b>Continuous Operation:</b> Any loads requiring continuous reefer setting subject to a \$.10 per mile surcharge.</p> <p><b>Tolls:</b> Increases in toll costs (occurring after date of base rate) will be pass through.</p> <p><b>Late Fees:</b> Late fee costs or other charges assessed to the shipment or to Carrier pass on through directly to customer at actual amount incurred.</p> <p><b>Weekly Billing Summary:</b> \$50 administrative fee will be assessed when summary billing statement is required by payor of the freight charges.</p>

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

185

DETENTION - VEHICLES WITH POWER UNITS

(C) This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION I: GENERAL PROVISIONS:

- (A) This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates or are accorded Exclusive Use of Vehicle Service or Expedited Service.
- (B) This item applies only when vehicles are delayed or detained at the premises of pick-up or delivery, including stop-offs, and only when such delay or detention is not attributable to the carrier.
- (C) Free time for each vehicle will be as provided in Section IV. After the expiration of free time, charges will be assessed as provided in Section V.
- (D) The detention charges due the carrier are assessed against the payor of the freight charges irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be responsible for any accrued detention.
- (E) When carrier's driver assists in loading, unloading, or checking the freight, this item will apply whether or not the power unit is actually detained.
- (F) Nothing in this item shall require a carrier to pick-up or deliver freight at hours other than the carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pick-up and delivery scheduled at hours other than its normal business hours.

SECTION II: DEFINITIONS: The following general definitions will apply when the below terms are used in this item:

- (A) "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.
- (B) "Loading" includes furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.

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Issued: July 1, 2015

Effective: July 21, 2015

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ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF
185 Continued	<p style="text-align: center;">DETENTION - VEHICLES WITH POWER UNITS</p> <p><u>SECTION II: DEFINITIONS:</u></p> <p>(C) "Unloading," for the purposes of detention only, includes:</p> <ul style="list-style-type: none"><li>(1) Surrender of the Bill of Lading to the carrier on shipments billed "To Order".</li><li>(2) Payment of lawful charges to the carrier when required prior to delivery of the shipment.</li><li>(3) Notification to the carrier that vehicle is unloaded.</li><li>(4) Signing of the delivery receipt.</li></ul> <p>(D) "Premises" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.</p> <p>(E) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.</p> <p>(F) "Normal non-working periods" means meal, coffee, and rest breaks.</p> <p>(G) "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.</p> <p><u>SECTION III: COMPUTATION OF TIME:</u></p> <p>(A) Commencement and Termination:</p> <ul style="list-style-type: none"><li>(1) Arrival time shall be written or stamped on the bills and signed or initialed by carrier's driver and a responsible representative of consignor, consignee, or other designated party ("Customer") at the premises of pick-up or delivery on arrival of the vehicle for loading or unloading. If Customer's representative fails or refuses to enter the arrival time or enters an incorrect time, then carrier's driver shall enter the arrival time and/or confirm the arrival time by contemporaneous electronic communication to carrier's dispatch, and such arrival time shall be binding upon all parties. If Customer has arranged therefor, carrier will provide to Customer pre-notification of the commencement of chargeable detention time.</li><li>(2) Time shall end upon completion of loading or unloading except as provided for in paragraph (C) of this section. Release time shall be written or stamped on the bills and signed or initialed by carrier's driver and a responsible representative of the Customer. If the Customer's representative fails or refuses to enter the release time or enters an incorrect time, then carrier's driver shall enter the release time within 60 minutes thereof by electronic communication to carrier's dispatch, and such release time shall be binding upon each all parties.</li><li>(3) Regardless of Sec. (A) (1) and (2) validated arrival and/or release times with time and GPS data contemporaneously recorded and such times shall be binding upon each of the parties.</li></ul>

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SECTION III: COMPUTATION OF TIME:

Continued

(B) Prearranged Scheduling:

- (1) Subject to the provision of this item and upon reasonable request of the Customer, carrier will without additional charge enter into a prearranged schedule for arrival of the vehicle for loading or unloading.
- (2) When the carrier enters into a prearranged schedule with the Customer for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, the carrier and Customer have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against the Customer from carriers actual arrival time subject to an extension of 15 minutes for each 15 minutes, or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time. In no case shall such extended free time exceed 60 minutes.
- (3) If carrier's vehicle arrives prior to scheduled time, times shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

(C) Conditions Governing and Computation of Time:

- (1) Computations of time are subject to and are to be made within the normal business hours at the designated place of pick-up or delivery. If carrier is permitted to work this period, such working time shall also be included.
- (2) When loading or unloading is not completed at the end of normal business hours at the designated place, Customer shall have the option;
  - (a) To request that the vehicle without power remain at its premises subject to the provisions of Section IV (D); or
  - (b) To request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading, the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.
- (3) If carrier's driver interrupts loading or unloading by the taking of any normal non-working periods, any such time will be excluded from the computation of time in excess of allotted free time.

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SECTION IV: ALLOTTED FREE TIME :

Continued

- (A) For allotted free time, see Item 180, "Detention - Trailers with Power Units.
- (B) When a vehicle with power is changed to a vehicle without power at the request of Customer, the free time and detention charges will be applied as follows:
  - (1) If the change is requested and made before the expiration of free time for a vehicle with power, allotted free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further allotted free time allowed.
  - (2) If the change is requested and made after the expiration of allotted free time for a vehicle with power, allotted free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.
- (C) When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, allotted free time for loading shall not begin until allotted free time for unloading has elapsed.
- (D) Loading or unloading at more than one site at or on the premises of Customer shall constitute one vehicle stop.

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185

DETENTION - VEHICLES WITH POWER UNITS

Continued

SECTION V: CHARGES:

See Item 180, "Detention - Trailers with Power Units.

SECTION VI: RECORDS: A written record of the following information must be maintained by the carrier on all truckload shipments, and such records must be kept available at all relevant times:

- (A) Name and address of consignor, consignee, or other party at whose premises freight is located or unloaded;
- (B) Identification of vehicle tendered for loading or unloading;
- (C) Date and time of notification of arrival of the vehicle for loading or unloading;
- (D) Date and time loading or unloading is begun;
- (E) Date and time loading or unloading is completed;
- (F) Date and time vehicle is released by Customer at place of pickup or delivery after loading or unloading is completed; and
- (G) Actual time of nonworking periods.

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ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF
190 Continued	<p data-bbox="410 283 1305 310">DETENTION - VEHICLES WITHOUT POWER UNITS, SPOTTING OR DROPPING OF TRAILERS</p> <p data-bbox="240 331 1430 409">NOTE: This item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them ("Customer"), or as close thereto as conditions will permit, subject to the following provisions:</p> <p data-bbox="240 430 594 457"><u>SECTION I: GENERAL PROVISIONS:</u></p> <ul data-bbox="240 478 1474 1050" style="list-style-type: none"><li data-bbox="240 478 1474 535">(A) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of Customer, or as close thereto as conditions will permit.</li><li data-bbox="240 556 1474 634">(B) Loading or unloading will be performed by Customer. When carrier's driver assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading "Shipper Load and Count" applies regardless of notation on the Bill of Lading.</li><li data-bbox="240 655 1474 711">(C) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is accepted by the carrier.</li><li data-bbox="240 732 1474 789">(D) Carrier responsibility for safeguarding shipments in trailers spotted under the provisions of this item shall when Customer's allotted free time begins.</li><li data-bbox="240 810 1474 867">(E) Allotted free time for each vehicle will be as provided in Section III. After the expiration of allotted free time, charges will be assessed as provided in Section IV.</li><li data-bbox="240 888 1474 945">(F) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading, irrespective of whether charges are prepaid or collect.</li><li data-bbox="240 966 1474 1050">(G) Nothing in this item shall require a carrier to pick up or deliver spotted trailers at hours other than carrier's normal hours. This shall not be construed as a restriction on carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.</li></ul> <p data-bbox="240 1071 1425 1098"><u>SECTION II: DEFINITIONS:</u> The following general definitions will apply when the below terms are used in this item:</p> <ul data-bbox="240 1119 1446 1249" style="list-style-type: none"><li data-bbox="240 1119 1446 1249">(A) "Vehicle" means tractor-trailer combinations used for transportation of property where:<ul data-bbox="300 1165 1446 1249" style="list-style-type: none"><li data-bbox="300 1165 1446 1201">(1) "Trailer" means mobile units used to transport property;</li><li data-bbox="300 1222 1446 1249">(2) "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.</li></ul></li></ul>

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
Greg Cemjar, Director, Marketing Services  
129 Marten Street  
Mondovi, WI 54755

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For explanation of reference marks and abbreviations, see Item 10000 and 10050 on last page.

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1<sup>st</sup> Revised Page 35

ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF
190 Continued	<p style="text-align: center;">DETENTION - VEHICLES WITHOUT POWER UNITS, SPOTTING OR DROPPING OF TRAILERS</p> <p><u>SECTION 11: DEFINITIONS:</u></p> <p>(B) "Loading," for the purposes of detention only, includes:</p> <ul style="list-style-type: none"><li>(1) Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier.</li><li>(2) Notification to the carrier that the vehicle is loaded and ready for forwarding.</li></ul> <p>(C) "Unloading," for the purposes of detention only, includes:</p> <ul style="list-style-type: none"><li>(1) Surrender of the Bill of Lading to the carrier on shipments billed "To Order".</li><li>(2) Payment of lawful charges to the carrier when required prior to the delivery of the shipment.</li><li>(3) Notification to the carrier that vehicle is unloaded and ready for forwarding.</li><li>(4) Signing of delivery receipt or record of spotting the trailer, whichever occurs earlier.</li></ul> <p>(D) "Premises" means the entire property at or near the physical facilities of the Customer.</p> <p>(E) "Site" means a specific location at or on the premises of consignor, consignee, or other designated party.</p> <p>(F) "Spotting" means the placing of a trailer at a specific site designated by the Customer, detaching the trailer and leaving the trailer in full possession of Customer unattended by carrier's driver and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification, pursuant to Section III, that the trailer is ready for pick-up at any site on premises. Customer may shift the spotted trailer with its own power units at its own expense and risk for the limited purpose of loading or unloading on site.</p>

THIS SPACE LEFT BLANK INTENTIONALLY.

Issued: July 1, 2015

Effective: July 21, 2015

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ITEM	RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF
190 Continued	<p style="text-align: center;">DETENTION - VEHICLES WITHOUT POWER UNITS, SPOTTING OR DROPPING OF TRAILERS</p> <p><u>SECTION III: COMPUTATION OF FREE TIME:</u></p> <p>(A) <u>Commencement of Spotting and Allotted Free Time:</u>                      For spotted trailer allotted free time, see Item 180, "Detention - Trailers Without Power Units".</p> <p>(B) <u>Termination of Spotting and Notification:</u></p> <p>(1) Customer shall notify carrier when loading or unloading has been completed and the trailer is available for pick-up. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives such notification. Notification by telephone if convenient and practical, otherwise via electronic means shall be given by Customer at Customer's own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pick-up. If notification is by telephone, carrier may require written confirmation.</p> <p>(2) When a spotted trailer is changed to a vehicle with power at the request of Customer, the allotted free time and detention charges will be applied as follows:                       If the change is requested and made before the expiration of free time for a spotted trailer, allotted free time will cease immediately at the time the request is made, and detention charges for vehicles with power, Item 185, will immediately commence with no further free time allowed.</p> <p>(3) Regardless of Sec. (B) (1) and (2), carrier may validate arrival and/or release times with time and GPS data contemporaneously recorded; and such times shall be binding upon each of the parties.</p>

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
 Greg Cemjar, Director, Marketing Services  
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190

DETENTION - VEHICLES WITHOUT POWER UNITS, SPOTTING OR DROPPING OF TRAILERS

Continued

SECTION III: COMPUTATION OF FREE TIME (continued):

(b) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power, Item 185, with no further free time allowed.

(C) Prearranged Scheduling:

- (1) Subject to the provisions of this item and upon reasonable request of Customer, carrier will without additional charge enter into a prearranged schedule for the arrival of trailers for spotting.
- (2) If carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.
- (3) If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time spotting commences, whichever is earlier.

SECTION IV: CHARGES:

(A) General Detention Charges: See Item 185, "Detention - Trailers Without Power Units."

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
Greg Cemjar, Director, Marketing Services  
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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

190

DETENTION - VEHICLES WITHOUT POWER UNITS, SPOTTING OR DROPPING OF TRAILERS

Continued

SECTION IV: CHARGES (continued):

(B) Strike Interference Charge: When, because of a strike of its employees, it is impossible for Customer to make available for movement by carrier any partially loaded or empty trailers detained on their premises, detention charge per Item 185, "Detention - Trailers Without Power Units", per trailer will be made following expiration of allotted free time.

SECTION V: RECORDS: A written record of the following information must be maintained by the carrier on all spotted trailers, and such a record must be kept available at all relevant times:

- (A) Name and address of consignor, consignee, or other party at whose premises the trailer is spotted;
- (B) Identification of spotted trailer;
- (C) Date and time of arrival of the trailer for spotting;
- (D) Date and time notification that the spotted trailer is ready for pick-up was received by carrier;
- (E) Date and time of arrival and departure of power unit for pick-up;
- (F) The duration of any strike induced delay on the premises of consignor, consignee, or other designated party which resulted in carrier's inability to obtain the release of any trailer, and any actions taken to hasten the release;
- (G) Whether trailers are spotted under a prearranged schedule;
- (H) When trailers are spotted under a prearranged schedule, the date and time specified therefor.

NOTE: For the purposes of this item the terms spotting and dropping are considered to be synonymous and are used interchangeably.

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
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200

DIVERSION OF RECONSIGNMENT

- (C) Upon request of shippers or consignee, carrier will attempt to accomplish diversion or reconsignment of any shipment, subject to the following provision.
  - (A) Diversion or reconsignment will include any or all of the following: Change in name of consignee; change in address of consignee; change in destination of shipment.
  - (B) The diversion or reconsignment instructions must be confirmed in writing.
  - (C) The party requesting diversion or reconsignment shall assume all administrative expenses incurred by the carrier in attempting to effect the diversion or reconsignment of the shipment regardless of whether or not its efforts are successful.
  - (D) Item 180, "Reconsignment and Diversion" charges shall apply. I.

THIS SPACE LEFT BLANK INTENTIONALLY.

Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
Greg Cemjar, Director, Marketing Services  
129 Marten Street  
Mondovi, WI 54755

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230

IMPRACTICABLE OPERATIONS

Pick-up or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

- (A) The condition of roads, streets, driveways, alleys, or approaches thereto.
- (B) Inadequate loading or unloading facilities.
- (C) Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

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Issued: July 22, 2015

Effective: July 23, 2015

Issued by  
Greg Cemjar, Director, Marketing Services  
129 Marten Street  
Mondovi, WI 54755

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For explanation of reference marks and abbreviations, see Item 10000 and 10050 on last page.

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245

DEFINITIONS - DELIVERY TO, ACCEPTANCE BY CARRIER, AND DELIVERY BY CARRIER

(C)

"Deliver to and acceptance by carrier" of a tendered shipment means and occurs when, whichever occurs later: (a) Carrier signs the bill of lading or other receipt acknowledging carrier's acceptance of the shipment, with or without exceptions; (b) carrier's power unit is connected to a sealed trailer or container tendered to carrier, whether or not the trailer or container has been sealed by shipper; and/or (c) carrier's power unit is connected to the trailer or container and the doors of the trailer or container are closed and sealed, whether by shipper or carrier.

"Delivery by carrier" means and occurs at the location specified for delivery of the shipment, when, whichever occurs earlier: (a) per request of consignee or consignee's agent, carrier drops the trailer or container and disconnects carrier's power unit; (b) carrier opens doors and spots trailer or container for consignee unloading; and/or (c) consignee or consignee's agent signs the delivery receipt, with or without exceptions.

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Issued: July 22, 2015

Effective: July 23, 2015

Issued by  
Greg Cemjar, Director, Marketing Services  
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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

250

LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE

(N)

Rates are subject to the requirement that consignor is to load and/or consignee is to unload the shipment, as the case may be, are subject to the following provisions:

- (A) In order to avoid this requirement, the Bill of Lading and Shipping Order covering the shipment must contain a notation that carrier is to load and/or unload the shipment, as the case may be and such shipment shall be subject to the applicable accessorial charge or charges for loading and/or unloading.
- (B) The loading and/or unloading, as the case may be, of the freight must be performed by the shipper or consignee at his expense, without any assistance from the carrier. The carrier employee and power unit is to be released while loading and/or unloading is performed. At carrier's option the carrier employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.
- (C) Charges for vehicle spotting, switching or any other charges associated with loading, unloading, or vehicle placement will not be the responsibility of carrier on shipments subject to this rule.
- (D) On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee, as the case may be, as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.
- (E) In the event the shipment is stopped off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading, as the case may be.
- (F) If, for any reason, the consignor or any party tendering any portion of this shipment refuses to perform the loading, or the consignee or any party receiving any portions of the shipments refuses to perform the unloading, the rate will not apply and rates and/or accessorial charge otherwise published will be assessed.
- (G) Shipments and trailers or containers loaded by consignor are accepted by carrier subject to shipper load and count terms. See Item 166 herein.

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
Greg Cemjar, Director, Marketing Services  
129 Marten Street  
Mondovi, WI 54755

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260

LOADING OF FREIGHT

(C)

Unless otherwise indicated, rates do not include loading or counting of freight by carrier.

265

UNLOADING OF FREIGHT

(C)

Unless otherwise indicated, rates do not include unloading or counting of freight by carrier. Unloading service means the physical movement of freight from carriage vehicle to a platform, pallet, buggy, dolly, conveyor, dock or similar device provided by the consignee for the receipt of Lading within or adjacent to the vehicle.

275

METHOD OF CANCELING ORIGINAL AND REVISED PAGES, EXCEPT THE TITLE PAGE

When this Tariff is amended by revised pages, the cancelation of prior pages, except the title page, will be effected by means of this rule. A revised page will not show a cancelation notice except when a cancelation notice is necessary because of suspension, rejection or other reasons. Revisions of each page will be published and filed in numerical sequence.

Except where a specific cancelation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof which bear the same page number (See Exception).

For example: "1<sup>st</sup> Revise Page 10" will have the effect of canceling Original Page 10; "45<sup>th</sup> Revised Page 12" will have the effect of canceling 44<sup>th</sup> Revised Page 12; "13<sup>th</sup> Revised 4-A" will have the effect of canceling 12 Revised Page 4-A and also 11<sup>th</sup> Revised Page 4-A if the cancelation of 12<sup>th</sup> Revised Page 4-A takes place on or before its effective date.

EXCEPTION: When a specific cancelation on a prior revised page excepts a previously filed page wholly or in part, this rule does not have the effect of canceling such excepted previously filed page or portion thereof.

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

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OVERFLOW RULE

(C) TRUCKLOAD SHIPMENTS

(A) A separate Bill of Lading and Shipping Order must be used of each truckload shipment, and except as otherwise provided in paragraph (B) of this part, in no case may a single truckload shipment exceed the carrying capacity (Note A) of the vehicle used.

(B) When a truckload shipment is tendered in excess of the quantity that can be loaded in or on one standard truck, the excess will be assessed freight charge based on its actual weight or applicable truckload minimum weight, whichever is greater, at the applicable truckload rated.

NOTE A: The term "carrying capacity" of freight shall be considered to mean:

- (1) The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in the shipping form tendered can be loaded in or on the vehicle; or
- (2) The quantity of freight which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight require the entire capacity of a standard vehicle; or
- (3) That quantity of freight than can be legally loaded in or on a vehicle because of the weight or size limitations of state or regulatory bodies.

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

325

PICK-UP AND DELIVERY SERVICE

(C)

Except as otherwise provided, rates named herein or otherwise quoted by carrier include one pick-up and one delivery of shipments at all points directly accessible to carrier's vehicles within named municipality or zip code to which such rates apply. Nothing in this tariff, shall be construed to require carrier to pick-up or delivery freight at points where condition of public or private alleys, highways, or streets render impracticable the operations of carrier's vehicles.

330

PRECEDENCE OF RULES

The classes, rules and regulations, estimated and minimum weights, shipping and packing requirements, allowances and privileges, or other provision or conditions published in this Tariff, abrogate and supersede those in the governing classification when in conflict.

When the rates or classes which are published in this Tariff are silent as to rules and regulations, estimated and minimum weights, shipping and packing requirements, allowance and privileges or other conditions, the rates or classes which are prescribed in such commodity items or exceptions to the classification, shall be subject to the terms (including estimated and minimum weights, shipping and packing requirements or other provisions or conditions) prescribed therefor, in connection with the classes in the governing classification on the same commodity.

Where descriptive headings or individual listings in this Tariff correspond to the descriptive heading or individual listings used in the governing classification, such descriptive headings or individual listings will be understood to include all notes or other qualifying statement which appear in connection with such corresponding headings or listings in the governing classification. Where notes or other qualifying statements in the governing classification refer to "classes," such reference will apply also to "rates" in this Tariff, unless a different meaning is clearly evident.

335

PREPAYMENT

Nothing this this Tariff shall limit the right of the carrier to require, at the time of shipment, the prepayment in full or in part, or guarantee of all charges due at destination.

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Issued: July 1, 2015

Effective: July 21, 2015

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340

PROTECTIVE SERVICE

- (C) In connection with tariffs making specific reference to this Tariff, and except as provided in individual rate items, rates do not include protective service on traffic requiring protection from heat or cold. When such service is requested, it will be provided only when suitable equipment is available.
- See Item 180 for Accessorial Charges that may apply.

350

RE-DELIVERY OF FREIGHT

- (C) If a shipment is once tendered for delivery between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Holidays and, through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request, subject to the following provisions. See Item 180 for charges for re-delivery.

360

REFUSED SHIPMENTS, RETURN OR RE-DELIVERY

- (C) (A) If, for any cause beyond the control of carrier, a shipment is rejected or refused by the consignee at destination, it will, upon instructions from shipper or his agent, be returned to original point of shipment or placed in public storage.
- (B) Shipments returned to point of origin will be subject to the same rates in effect on the date the shipment is tendered for return as were in effect for the outbound line haul movement, which will be in addition to the outbound line haul charges and other accrued charges, if any, or as otherwise agreed per Item 180 "Returned, Undelivered Shipment."
- (C) When a shipper requests re-delivery to the same consignee, or to another consignee in the same terminal area, see Item 180 "Reconsignment and Diversion" for the applicable charge.
- (D) Shipments placed in public storage are subject to Item 180 "Reconsignment and Diversion" charge, for the movement from final destination to a public warehouse plus pass through of storage and handling charges. Shipments placed in storage will be subject to a lien for carrier's charges.
- (E) The shipper shall assume pass through of all necessary expenses incurred by Carrier in obtaining disposition of shipment, plus the charge provided at Item 180 "Reconsignment and Diversion."
- (F) All charges accruing against the shipment will be guaranteed by the shipper prior to return or re-delivery.

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Issued: July 1, 2015

Effective: July 21, 2015

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REFERENCES EMBRACE ALL CHANGES

Where reference is made in this Tariff or in supplements thereto:

- (A) To an item, page, rule or other provisions, such reference will also embrace reissues or amendments of said item, page, rule or other provisions.
- (B) To "this Tariff" or "herein", such reference will also embrace supplements thereto, unless otherwise specifically indicated.
- (C) To another tariff, such reference will also embrace supplements to or successive issues such tariff, unless otherwise specifically indicated.

375

RELEASED VALUE

(C)

See Item 160, Sec. 2.

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Issued: July 1, 2015

Effective: July 21, 2015

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ITEM

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380

RESTRICTIONS GOVERNING THE ACCEPTANCE OF FREIGHT

(C)

The publication or other quotation of rates does not obligate the carrier to accept shipments that cannot be loaded or transported in or on the equipment ordinarily operated by the carrier or to transport shipments contrary to the provisions of laws or regulations governing the transportation of property, the use of vehicles or the use of highways.

390

SORTING AND SEGREGATING

(C)

(Applies only when specific reference is made hereto.)

Carrier does not generally provide the service of sorting or segregating at delivery point according to size, brand, flavor, individual lot, or other distinguishing characteristics, and so identified on the Bill of Lading, or accompanying paper given to carrier at time of tender. Carrier will consider requests for such service on an individual basis. Charges therefor will be assessed to the party requesting the sorting and segregating of the freight irrespective of who pays for the line haul movement. This charge shall be in addition to all other lawful charges assessed against the shipment.

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Issued: July 22, 2015

Effective: July 23, 2015

Issued by  
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1<sup>st</sup> Revised Page 53-A

ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

405

TEAM DRIVER SERVICE

(A)

When equipment is available and team driver service is requested, carrier will provide such service at an additional charge. See Item 180, "Extra Driver (Team Driver)".

Team driver service charges provided herein will apply in addition to the applicable through charges on the shipment from original to final destination and other accrued charges, if any.

When team driver is requested by either a consignor or a consignee, the carrier shall be advised of such request.

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Issued: July 1, 2015

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

410

STRAIGHT AND/OR MIXED SHIPMENTS

(C)

(A) Rates will apply on straight or mixed shipments of articles contained in the commodity description.

420

TERMINAL CHARGES AT PORTS

Rates do not include the cost of loading, unloading, handling, wharfage, or other terminal charges at ports of entry as assessed by steamship, barge or wharf companies.

For applicable charges, if not otherwise quoted by carrier, see Item 180, Accessorial Charges.

430

VEHICLE FURNISHED BUT NOT USED

(A)

See Item 180

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Issued: July 1, 2015

Effective: July 21, 2015

Issued by  
Greg Cemjar, Director, Marketing Services  
129 Marten Street  
Mondovi, WI 54755

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MARTEN TRANSPORT, LTD.

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

450

CARGO CLAIMS LIABILITY

NEW  
(C)

Carrier's liability for loss, damage, injury or delay of a shipment is governed by 49 USC § 14706 (a/k/a Carmack) and the following rules:

- (A) Definition of Claimant: "Claimant" means the shipper of the shipment or other beneficial or assignee of the claim. A claim may be filed by an authorized agent of the Claimant.
- (B) Claims Process: Carrier shall process claims for loss, damage, injury or delay of a shipment or goods within a shipment pursuant to Item 160 and 49 CFR Part 370 (or successor rule), "Principles and Practices for Investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage" ("Claims").
- (C) Time Limit for Filing Claims: All such claims shall be filed with carrier within nine (9) months of carrier's first tender of the shipment for delivery or, in the case of loss of the shipment and no tender, within (9) months of the scheduled or anticipated date of delivery or written notice by carrier to shipper or beneficial owner of the loss of the shipment, whichever occurs earlier. Also see Item 160, Sec. 3(a).
- (D) Special or Consequential Damages: Absent a written agreement, signed by an officer of carrier, including clear notice of potential special or consequential damages and accepting liability therefor, signed by an authorized officer of the carrier, Claimant shall not be entitled to recover special or consequential damages. Claims of damage for "delay" (e.g., arising from failure to deliver at an appointed or scheduled date or time and temperature variations of other than those defined, below, as "Temperature Abuse") are subject to the standards applicable to claims for special or consequential damages. Also see Item 160, Sec. 2.
- (E) Measure of Damages: The measure of Claimant's damages is the lesser of replacement cost or invoice value of the portion of the shipment that is lost or damaged. As to claims for "delay" and provided claimant has satisfied the requirement of Sec. (D), next above, the measure of damages for delay is the difference between market value and the lesser of replacement cost and invoice value which is directly caused by delay in deliver beyond reasonable dispatch, from date of acceptance of the shipment by carrier (see Item 245), regardless of any appointed or scheduled date or time of delivery, unless otherwise specifically agreed in writing. Also see Item 160, Sec. 2.
- (F) Salvage Value or Allowance: Absent a showing by Claimant that the shipment is demonstrably "totally worthless," carrier is entitled to deduct, less the reasonable expense of salvaging, the recovered salvage value or, if salvaging is not permitted by Claimant or, for any reason not undertaken, an equivalent salvage allowance.
- (G) Temperature Abuse Claim: For the purpose of any claim arising from the temperature of the shipment or goods within the shipment at deliver, "temperature abuse" is defined as deviation from the temperature or range of temperature according the mode of temperature control (continuous or cyclical, see Item 166) instructed by Shipper, as measured by the temperature control unit's trip temperature download or, if the download is unavailable, the temperature control unit's setting and operating range for the selected mode of operation. All other recorded temperatures of the shipment shall be rebuttably presumed to arise from inherent vice or Shipper's packaging or other act of the Shipper.
- (H) Carrier shall not be liable for damage indicated solely by any shock watch, tilt meter, temperature recorder or other device attached to the freight while in transit nor for superficial damage to outer or general shipping containers, including damage to the finish by adhesive labels, soil or damage incidental to the transportation service.
- (I) Claims for damages \$500 or less are subject to processing fee of \$200, minimum, and in the event of declination, such additional administration cost as may be incurred including, but not limited to, carrier's arbitration and attorneys fees.

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ITEM

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455

DISPUTE RESOLUTION

NEW

SECTION I – BUSINESS-TO-BUSINESS NEGOTIATION TO RESOLUTION OR IMPASSE:

(C)

For all claims or other matters of dispute arising or related to a shipment governed by this Tariff, the parties shall negotiate in good faith and to irreconcilable impasse, including use of mediation services, as a condition precedent to exercise of other rights of action or prosecution of claims by other means. Either party may initiate a request for formal negotiations under this provision by written notice which generally describes the subjects of the negotiation. The parties shall meet within ten (10) business days to conduct negotiations and shall continue such negotiations, subject to agreed recesses, until resolution or impasse. Unless otherwise agreed, the location of such negotiations shall be Mondovi, Wisconsin, or at the option of claimant, the Marten terminal nearest claimant's principal place of business.

SECTION II – ARBITRATION:

Any dispute, controversy, or claim arising out of, or relating to a shipment governed by this Tariff, shall be resolved by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. In the event the parties are not able to agree upon the procedures, rules, process, schedule and any other issue or matter related to the arbitration, as the exclusive remedy, either party may petition the Circuit Court of Buffalo County, Wisconsin, to resolve such issue or matter and otherwise supervise the arbitration proceeding, and the arbitration shall be held, as provided in Chapter 788 of the Wisconsin Statutes. With respect to discover, hearings and all other elements, the Court shall be guided by the rule of proportionality to the amount in controversy and relative convenience and expense to the respective parties. For all disputes concerning an amount less than fifteen thousand dollars (\$50,000.00), the parties shall submit their arguments and evidence to the arbitrator in writing and the arbitrator shall make an award based only on the documents; no hearing will be held unless the arbitrator in his or her discretion, and upon request of a party, decides it is a necessity to require an in-person hearing. Unless otherwise agreed or ruled by the Court, the locale of the arbitration shall be the State of Wisconsin. Such disputes, controversies, or claims subject to arbitration shall include, but are not be limited to, all torts, contract claims, representations, promises, statutory actions of any kind, any action arising in law or equity, claims for personal injury, libel, slander, conversion, and claims relating to compensation, rental payments, deductions, escrow funds, fuel taxes, loss and damage claims, or any other obligation or duty owed by the parties to each other (excepting claims for replevin), including any claims for punitive damages. In the event a dispute arises as to whether or not any claim, dispute, or controversy is subject to the arbitration provisions herein, the matter shall be decided by arbitration in the same manner and with the same effect as all other disputes between the parties. Either party may seek injunctive relief in aid of the arbitration. The arbitrator or court, as the case may be, shall award reasonable attorneys fees and cost to the prevailing or more substantially prevailing party.

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ITEM

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

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GOVERNING LAW, JURISDICTION AND VENUE

Except to the extent Federal law applies, the rights and obligations of the parties as to any claim or other matter arising from or related to a shipment governed by this Tariff shall be adjudicated, construed, interpreted, and determined by the laws of the State of Wisconsin, excluding its law regarding conflict of laws. Any action arising from or related to a shipment governed by this Tariff shall be venued in, and the parties hereby submit to the personal jurisdiction of, the Circuit Court of Buffalo County, Wisconsin. The parties waive trial by jury in any action arising hereunder.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

10000

EXPLANATION OF REFERENCE MARKS

For standard use throughout the tariff, as amended

(A) or ♦ - Denotes increase

(R) or ● - Denotes reduction

(C) or ▲ - Denotes changes in wording which result in  
neither increases nor reductions in charges

(N) or ● - Denotes no change in rate

@ - Denotes addition

Ø - Denotes except as otherwise provided

10050

EXPLANATION OF ABBREVIATIONS

A.M. means: Ante Meridian (before noon)

CFR means: Code of Federal Regulations

COD means: Collect on Delivery

HGB means: Household Goods Carriers' Bureau, Agent

I.C.C. means: Interstate Commerce Commission

MC means: Motor Carrier

MF means: Motor Freight

MTEN means: Marten Transport, Ltd.

NMF means: National Motor Freight Classification

P.M. means: Post Meridian (after noon)

Sec. means: Section

Viz. means: Namely

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