

Ravan Transit

MC 1065193 | USDOT 3338591

FREIGHT RULES CIRCULAR

Naming

RULES, REGULATIONS, ACCESSORIAL SERVICE(s) AND CHARGES

Applying on

FREIGHT ALL KINDS

PRIOR OR SUBSEQUENT TO TRANSPORTATION

BY

OCEAN CARRIER [VOCC / NVOCC]

FROM OR TO POINTS AND PLACES WITHIN THE CONTINENTAL

UNITED STATES

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

ISSUED: FEBURARY 15, 2021

By: John Ravanis

Ravan Transit
131 Park Drive, #1
Boston, MA 02215

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ORIGINAL PAGE 3

Terms and Conditions for the Domestic Transportation of Property by Motor Vehicle Prior or Subsequent to Domestic or International Transport by Water

The following pages contain the Rules, Regulations, Assessorial Services, Rates and Charges ("Service Conditions") applicable to the transportation of all types of personal property, also known as freight all kinds ("FAK"), not otherwise prohibited from tender to Ravan Transit (RAVAN TRANSIT) which have or will be transported by ocean carriers [VOCC or NVOCC] between points and places in the world to or from points and places in the forty-eight contiguous states of the United States.

Where no bill of lading has been issued, or the ocean carrier's contract of carriage does not extend its terms and conditions to a motor carrier providing pick up or delivery service for the ocean carrier (OC), the terms and conditions contained herein will govern.

RAVAN TRANSIT reserves the right to modify, amend, supplement or void any of the services, rates or conditions contained herein without notice. In case of conflict, the rates and services rendered will be based on the property actually tendered for transportation and not as shown or described in or on any shipping documents.

As used herein, "shipping document" means a contract of carriage and includes any of the following: (1) an ocean bill of lading or contract for transportation of property by sea, acknowledging receipt by an OC for transportation between two or more countries by water; (2) a dock receipt; (3) an equipment interchange receipt or (4) RAVAN TRANSIT bill of lading as set forth herein, acknowledging transfer of a loaded container to or from the ocean carrier by RAVAN TRANSIT.

The term "shipment" or "package" means any parcel, package, article or item loaded in a intermodal container designed specifically to transport property which has been tendered to RAVAN TRANSIT for shipment. The terms "RAVAN TRANSIT", "we", "us", and "carrier" refer to Ravan Transit

The terms "customer", "you", and "your" include the shipper, customer or sender as well as consignee or receiver and their agents, servants, employees, assigns and any other entity or person having (or claiming to have) an interest in any property tendered to RAVAN TRANSIT for surface transport by motor vehicle. "Shipper", "customer" or "sender" means the person who originates a shipment, whose name is listed on the shipping document or contract of carriage. "Consignee" or "Receiver" means the party, whether entity or natural person, to whom the shipment is sent.

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

ADDRESS

It is the shipper's obligation to furnish us with a correct delivery address. If we cannot deliver the shipment to the receiver at the address provided, we will attempt to notify shipper, receiver and (if a 3rd party) customer by E-mail or by telephone and by mailing (via U.S. Postal Service) an "On Hand" notice advising all parties of our inability to deliver the shipment and requesting disposition instructions e.g.: (1) revised address; or (2) instructions to return shipment to customer. A special handling charge of \$150.00 per shipment will be assessed in addition to all other applicable charges.

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Terms and Conditions (Continued)

BILLING

Unless otherwise provided, all shipments are billed to the party requesting RAVAN TRANSIT service(s).

The OC or shipper's name must appear on the shipping document and payment of the account must be current. The shipper may request that another party be billed. However, in the event of nonpayment, any subsequent bills will be the shipper's responsibility. Third party billing does not include C.O.D. service.

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

RULE 1 ADDRESS CORRECTION OR CHANGE

In the event a consignee's address on the shipping document(s) is incorrect or incomplete, we may, at our option, attempt to find the correct address and attempt to deliver the shipment. However, we assume no responsibility should we be unable to complete delivery. The following are illustrations of commonly encountered address errors: (1) shipping property to P.O. Box numbers; (2) incorrect zip codes; (3) omitting suite numbers. A special handling fee of \$125.00 per b.o.l. will be assessed. If we cannot locate the consignee, we will contact the CUSTOMER for disposition instructions

RULE 2 APPLICATION OF CIRCULAR ("TARIFF")

This document contains Ravan Transit's (RAVAN TRANSIT) rules, regulations, rates and charges applying to motor transportation services of shipments of property transported by RAVAN TRANSIT between: (a) customer and origin port; or (b) from destination port to consignee.

RULE 3 AGREEMENT TO RAVAN TRANSIT BILL OF LADING TERMS AND CONDITIONS

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

RULE 4 APPLICABILITY OF RAVAN TRANSIT TERMS AND CONDITIONS

Where:

1. a through [origin to destination or "house-to-house"] ocean bill of lading has not been issued; or
2. the carriage by not subject to the U.S. Carriage of Goods by Sea Act; or

3. when RAVAN TRANSIT transports shipments either to origin port or from destination port for either consignee

or customer, the following terms and conditions apply only between the following points:

- (a) domestic origin point for surface transportation by motor vehicle to origin port; or
- (b) from destination port to consignee's location in the forty-eight contiguous states of the United States.

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Terms and Conditions (Continued)

RULE 5 NONCONFORMING BILLS OF LADING / CONTRACTS OF CARRIAGE

Where the "Conditions of Contract" printed on the reverse side or referenced thereto of each original bill of lading which conflict with any the terms and conditions of RAVAN TRANSIT bill of lading, RAVAN TRANSIT b.o.l. terms and conditions prevail. To the extent these terms and conditions are not in conflict with the Interstate Commerce Act, the terms and conditions of RAVAN TRANSIT bill of lading and Service Circular ("tariff") apply.

RULE 6 BILL of LADING TERMS AND CONDITIONS

Sec. 1.

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

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

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

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

- (1) when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request;
- (2) from faulty or impassable highway or by lack of capacity of a highway bridge or ferry;
- (3) from a defect or vice in the property;

- (4) from strikes, lockouts, labor disturbances, civil commotion, or the acts of any person or persons taking part in any such occurrence(s) or disorder(s). The burden to prove freedom from negligence is on the carrier or party in possession.

Sec. 2.

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

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Bill of Lading (Continued)

Sec. 3.

CLAIMS:

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

SUITS

Suite for loss, damage or delay shall be instituted against any carrier no later than two (2) years and one (1) day from the date when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any portion thereof specified in the notice. Where claims are not filed or suits not instituted in accordance with the foregoing provisions [claims and suits], no carrier shall be liable, and such claims will not be paid.

Sec. 4.

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

Sec. 5.

The declared value of any shipment represents RAVAN TRANSIT maximum liability for any loss, damage, injury or delay, including misdelivery or nondelivery.

Sec. 6

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

Sec. 7.

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

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Bill of Lading (Continued)

Sec. 8

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

Sec. 9

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

RULE 7 APPLICATION of RULES and REGULATIONS

RAVAN TRANSIT Service Circular contains all rules and regulations governing transportation and any specified ancillary services associated with the movement of personal property by intermodal container – whether prior or subsequent to RAVAN TRANSIT service(s) - between points and places in the United States of America.

RULE 8 APPLICATION of RATES and CHARGES

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

RULE 9 ARTICLES, INSPECTION OF

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

**RULE 10 ARTICLES LIKELY to CAUSE DAMAGE to VESSELS, VEHICLES
or OTHER LADING**

"A Dangerous Goods (DG) is a substance or material which has been determined to be capable of posing a risk to health, safety and property when transported in commerce. An equivalent term,

used almost exclusively in the United States, is Hazardous Material (HAZMET). Hazardous Materials will be classified as Dangerous Goods when transported by an international ocean freight carrier from or to the USA. We do not accept explosives or goods classified as “dangerous” or “hazardous” for transport. Products falling into the aforementioned classifications include but are not limited to: flammable liquids; class A and B explosives; compressed gasses [flammable or non-flammable]; radioactive materials, etc. Property of this nature can be found in Title 49 of the Code of Federal Regulations Dangerous or Hazardous Materials or Goods”]. Every party, whether principal or agent, tendering such property to RAVAN TRANSIT will be liable for and indemnify RAVAN TRANSIT against all loss or damage caused by such goods. Such goods may be warehoused at owner’s risk and expense or destroyed without compensation.

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RULE 11 ARTICLES OF EXTRAORDINARY VALUE

RAVAN TRANSIT reserves the right to refuse any shipment without prejudice. The following property will not be accepted for shipment under any circumstances:

- a. Personal property prohibited from import into the country (state) of destination
- b. Personal property prohibited from any country in route
- c. Accounts, banknotes, bills (including bills of exchange), bonds, certificates, coins, currency, drafts, deeds, evidences of debt, firearms or ammunition, liquor, objects D’art, negotiable instruments, revenue or postage stamps, stock certificates, shares, share coupons, travelers checks, valuable papers and records
- d. Archeological items;
- e. Explosives of any kind or nature;
- f. Coins, coin collections, tokens, medals, decorations, awards and similar objects;
- g. Gems, precious or semiprecious, whether cut or uncut;
- h. Gold, silver, platinum or any metal valued in excess of \$2.00 per kilogram including any alloy, skimming, sludge or dross thereof;
- i. Shipments lacking required paperwork or which have not been properly packed or packaged. RAVAN TRANSIT will not be responsible for any loss, damage or delay, liability, responsibility or penalties arising out of or resulting from the transportation of such articles. None of RAVAN TRANSIT employees or agents has any authority to accept such articles for transportation or to modify or waive limitations applicable to them.

RULE 12 CHARGES, PAYMENT OF

- a. All shipments must be prepaid unless credit arrangements have been made, in advance, with RAVAN TRANSIT prior to shipment.
 - b. Customer has ultimate responsibility for payment of RAVAN TRANSIT charges and fees.
- A special handling fee of \$50.00 will be assessed for any check or electronic funds transfer that is dishonored because of insufficient funds or incorrect or insufficient signature of the drawer.

RULE 13 CLAIMS for LOSS or DAMAGE | LEGAL ACTION

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

A. CLAIMS for LOSS or DAMAGE

All Shipments

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

Damage discovered after delivery [concealed damage]:

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

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SERVICE CIRCULAR 100
(Rule 13 continued)

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LEGAL ACTION

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

RULE 14 CLIMATE-CONTROLLED CONTAINER [“Reefer Units”]

A fee of \$100.00 per day plus cost of fuel that is used to power the unit applies when running temperature-maintenance equipment of container.

RULE 15 COLLECT ON DELIVERY (“C.O.D.”) SHIPMENTS

RAVAN TRANSIT does not offer this service.

RULE 16 COMPLETE ARTICLE / LOADED INTERMODAL CONTAINER

a. each: (1) shipping piece; or (2) package and contents constitutes one (1) article. Any item or piece which when joined or assembled constitutes a complete item is also an article (package). Our economic responsibility for loss or damage to any one article is \$500 unless the article or item is worth less than \$500. In that event or liability is for the beneficial owner’s actual loss sustained.

b. where the shipping document fails to state the number of articles or packages within the intermodal container, RAVAN TRANSIT economic liability is limited to \$500. for all property within any one (1) intermodal container.

RULE 17 CORRECTION OF WEIGHTS

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

RULE 18 DANGEROUS or HAZARDOUS MATERIALS or GOODS

Explosives, hazardous materials or dangerous goods or other ORM (Other Regulated Material) so classified by the Department of Transportation and published in the Code of Federal Regulations

(49 CFR) Parts 100 et. seq. Such property will not be accepted for shipment. Any person or persons whether principal or agent, shipping such goods shall be liable for and indemnify carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk or destroyed without compensation.

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ORIGINAL PAGE 10

RULE 19 LIMITATION OF LIABILTIY and DECLARATION(s) of VALUE

Unless a greater value is declared in writing in the space provided on the b.o.l., the shipper declares the value of all items, articles or packages to be no greater than \$100,000.

In case of **damage**, RAVAN TRANSIT liability is the smaller of: (a) the cost to repair the property; or (b) the cost to replace the property with property of like kind and quality.

Shipper has the right to increase our economic liability by declaring a value per package in excess of \$500. The charge for increasing our economic liability is \$3.50 per \$100 of value declared.

NOTE: This is NOT INSURANCE ... merely a limitation of RAVAN TRANSIT level of economic responsibility.

RULE 20 DELIVERY or FAILURE to ACCEPT DELIVERY

If consignee refuses shipment upon tender of delivery by RAVAN TRANSIT, RAVAN TRANSIT liability shall

immediately change to that of a warehouseman. If carrier is unable to deliver the shipment because of fault, failure or mistake of customer or consignee, RAVAN TRANSIT shall return the shipment to its terminal and promptly notify customer and request disposition instructions. Upon return of undeliverable shipment to RAVAN TRANSIT terminal, RAVAN TRANSIT duty of care will be that of a warehouseman.

**RULE 21 CONTAINER EXAMINATION, DEBRIS REMOVAL,
LOADING AND UNLOADING**

- a. freight loaded in containers or semi-trailers ("Containers") must be packaged, packed and stowed in such a manner as to ensued the lading does not shift during normal transit and handling procedures.
- b. freight must be stowed recognizing transport by sea as well as road and/or rail.
- c. containers returned to carrier/RAVAN TRANSIT with dunnage, waste or other debris will be subject to cleaning and handling charges which will be billed to the party responsible for payment of freight charges.

RULE 22 EQUIPMENT OWNER'S / LESSOPR'S PER DIEM [DEMURRAGE]

CHARGES

RAVAN TRANSIT must comply with all equipment interchange agreements in accordance with – as

applicable - Uniform Intermodal Interchange and Facilities Access Agreements; or rail or ocean carrier's interchange agreements.

Where, through no fault or negligence of RAVAN TRANSIT equipment use and per diem charges are incurred, such costs, fees and/or charges will be billed to customer and will also include an additional fifteen percent (15%) administration fee subject to a minimum per invoice charge of \$100.

RAVAN TRANSIT is not responsible for loss, damage, theft, use, or per diem fees and any other applicable rates or charges assessed by equipment owners or lessor's once RAVAN TRANSIT is no longer in possession of said equipment.

RULE 23 DETENTION – POWER UNIT, DRIVER, CHASSIS AND CONTAINER

After twenty-four (24) hours free time, RAVAN TRANSIT demurrage charge is \$75.00 per hour. Detention in excess of one-quarter ($\frac{1}{4}$) hour will be rounded up to the next quarter hour.

EXAMPLE: RAVAN TRANSIT power unit, driver, chassis and container delayed 19 minutes will be charged for one-half ($\frac{1}{2}$) hours free time = \$37.50

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RULE 24 DETENTION – CHASSIS AND CONTAINER

Demurrage charge(s) will be those charged RAVAN TRANSIT by equipment provider

RULE 25 EXECUTION of BILL of LADING or ALTERNATIVE SHIPPING DOCUMENT

a. Customer Preparation

The customer has the duty to prepare and present the shipping document to carrier. RAVAN TRANSIT does not accept negotiable bills of lading or air waybills.

b. Limitation of Agency

No employee, representative or agent of RAVAN TRANSIT is authorized or empowered to alter, modify or

vary any of the terms and conditions of RAVAN TRANSIT Service Circular or b.o.l. except as provided

herein [see Rule 43 "Protection from Heat or Cold"].

c. Accuracy and Completeness

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

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

d. Altered or Erased Bills of Lading

Except as set forth in Rule 43 ('Protective Services') RAVAN TRANSIT will not accept any b.o.l. which

has been altered or erased.

**RULE 26 TENDER OF EXPLOSIVES, HAZARDOUS MATERIALS,
DANGEROUS GOODS AND WASTE**

RAVAN TRANSIT will not accept shipments of explosive, flammable, dangerous, noxious or infectious substances, dangerous goods and/or hazardous materials, including waste of any or all of the foregoing [see Prohibited property” Rule “X?”] under any circumstances.

Shipper shall indemnify and hold harmless from any and all loss, damage or expense, whether direct or indirect, caused by or resulting from the tender and/or transportation of the foregoing as a result of undisclosed and/or unauthorized tender of such property to RAVAN TRANSIT.

RULE 27 FINES and/or PENALTIES

Shipper shall be responsible for payment of any and all fines, assessments, fees, penalties and costs, resulting from excess weight or violation of rules and regulations relating to description of property shipped. All such fee and charges will be billed to customer which will also include an administrative fee of \$100. as well as any legal expenses incurred by RAVAN TRANSIT as a result of such violations.

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RULE 28 FREE TIME

a. Tractor, Driver, Chassis and Container

RAVAN TRANSIT will not charge for detaining [‘free time’] carrier’s driver and power equipment for the first two hours at origin [pick up] or destination [delivery].

b. Container and Chassis

RAVAN TRANSIT will not charge for detaining container and chassis for the first seventy-two (72) hours, excluding Saturdays, Sundays and Holidays which are excluded from calculation of free time.

Charges for per diem and chassis rental will be for the account of the party responsible for payment of the freight charges except when RAVAN TRANSIT fails to return equipment in a timely manner after notification of equipment being available for return.

NOTE: Free time is limited to/only applies to demurrage.

RULE 29 RAVAN TRANSIT FREIGHT LIEN

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

RULE 30 HOLIDAYS, SATURDAYS, SUNDAYS: PICKUP or DELIVERY

When customer or consignee requests pickup or delivery service on a Saturday, Sunday or

holiday (see below), overtime, or holiday rates will apply. Contact carrier directly for rates and charges. Carrier reserves the right to refuse to pick up or deliver shipments on Saturdays, Sundays or holidays.

NOTE: The following will be considered holidays:

New Year's Day (January 1)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Thanksgiving Day (4th Thursday in November)

Christmas Day (December 25)

RULE 31 HOUSEHOLD GOODS

RAVAN TRANSIT will only transport a full container load of household goods (HHG). RAVAN TRANSIT will neither load, unload or assist others in loading or unloading HHG

RULE 32 HYDRAULIC LIFT GATE

Hydraulic lift gate service is unavailable.

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RULE 33 IMPORT / EXPORT SHIPMENTS

RAVAN TRANSIT accepts no responsibility for clearance of property through, or inspection by, U.S. Customs. Shipper must furnish all documentation as well as duties, fees and other charges (if any) which may be imposed or assessed against the transported property.

RAVAN TRANSIT is not responsible for delay(s) caused by or resulting from action(s) of any government, governmental agency(s) or authority(s) [local, state or federal], for any and all reasons whatsoever unless resulting from the sole negligence of RAVAN TRANSIT.

Where, through no fault of RAVAN TRANSIT, additional expenses and/or fines are incurred, RAVAN TRANSIT may advance such funds which shall become a lien on the property. Delivery will not be made until such charges are paid or guaranteed by shipper, consignee or beneficial owner of said property.

RULE 34 IN-BOND SHIPMENTS

No in-bond transport services are available from RAVAN TRANSIT.

RULE 35 INSPECTION OF ARTICLES

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

RULE 36 INTERIM STORAGE

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

1. carrier's liability will be that of a warehouseman until carrier receives disposition instructions from shipper, receiver or customer.
2. storage charges on undelivered property begin at 7:00 A.M. of the first business day following tender of delivery or after notice of arrival has been given.
3. Carrier's storage charges apply for each 24 hour period, or part thereof, subject to the following:
Minimum Charge: \$ 50.00 per shipment for the first 24 hour period or part thereof;
For each subsequent 24-hour period, or part thereof: \$ 100.

RULE 37 COMMERCIAL INSURANCE COVERAGE

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

**RULE 38 LIABILITY for NON-OBSERVANCE of CONDITIONS RELATING
to DANGEROUS or HAZARDOUS MATERIALS or GOODS**

Shipper is responsible for and will indemnify carrier for all costs and fees of any type including, but not limited to, clean-up, transportation and legal disposal of any dangerous or hazardous materials or goods tendered to carrier (see Rule 15).

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RULE 39 LIMITATION OF LIABILITY AND VALUE

In consideration of the transportation charges which are dependent on declared value, unless a higher value is stated on the shipping document at time of tender to carrier, each item shipment will be deemed to have a declared value of \$100,000 or less. When the actual value of any shipment exceeds \$100,000 we will not accept the shipment.

NOTE:

1. Maximum value per shipment is limited to \$100,000
2. Any declaration of value does not constitute insurance. If RAVAN TRANSIT is not liable for the loss [act of
God], no payment will be made as we are not liable for so-called "act(s) of God" [tornado, earthquake and flood are examples of act(s) of God].

The actual value of any shipment – up to \$100,000 - represents RAVAN TRANSIT maximum liability for loss, damage, injury or delay, including misdelivery or nondelivery. RAVAN TRANSIT is not liable for any loss or damage, whether direct or indirect, incidental or consequential, general or special, including loss of profit or income. RAVAN TRANSIT liability shall in no event exceed the actual value of the shipment at

the time and place accepted by carrier for transportation.

RULE 40 LOADING/UNLOADING - PICKUP AND DELIVERY SERVICE

NOTE: All items and articles must be packed and packaged to withstand the ordinary hazards of transportation. Property should be packed in intermodal containers in anticipation of the hazards inherent to transport by road, rail and sea.

Standard Service

A. Pickup

Carrier will accept shipment at shipper's loading dock. Shipper has the obligation to bring shipment to a location immediately adjacent to rear [tail gate] of carrier's vehicle. Where there is no dock, shipper must place shipment on the ground immediately adjacent to carrier's vehicle for loading subject to Rule 22 "Hydraulic Lift Gate" service.

B. Delivery

Carrier will deliver shipment to shipper's loading dock. Consignee has the obligation to accept shipment(s) from carrier at a location immediately adjacent to rear [tail gate] of carrier's vehicle.

RULE 41 PICK UP AND HOLD SHIPMENTS

RAVAN TRANSIT will not pick up shipments at port, rail or container yard and transport to RAVAN TRANSIT MA facility for subsequent pick up by 3rd party carrier(s).

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RULE 42 EQUIPMENT OWNER'S / LESSOR'S PER DIEM [DEMURRAGE] CHARGES

RAVAN TRANSIT must comply with all equipment interchange agreements in accordance with – as

applicable - Uniform Intermodal Interchange and Facilities Access Agreements; or rail or ocean carrier's interchange agreements.

Where, through no fault or negligence of RAVAN TRANSIT equipment use and per diem charges are incurred, such costs, fees and/or charges will be billed to customer and will also include an additional fifteen percent (15%) administration fee subject to a minimum per invoice charge of \$100.

RAVAN TRANSIT is not responsible for loss, damage, theft, use or per diem fees assessed by equipment owners or lessor's once RAVAN TRANSIT is no longer in possession of said equipment.

RULE 43 MARKING, PACKING and PACKAGING of ARTICLES

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

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

RULE 44 PROTECTION FROM HEAT OR COLD ("PROTECTIVE SERVICE") Temperature-Controlled Transportation

A. Refrigerated or Frozen Product

RAVAN TRANSIT will accept cargo requiring temperature maintenance by mechanical means

('reefer service'). RAVAN TRANSIT is not required to maintain product temperature lower than

when tendered to carrier [reefers are not designed to "pull-down" load temperatures, they are designed to *maintain* temperature of property being transported].

RAVAN TRANSIT reserves the right to refuse tender of property requiring transport at temperature

lower than when tendered to RAVAN TRANSIT.

NOTE: RAVAN TRANSIT may, at its sole option, accept cargo at temperature(s) higher than

originally requested provided shipper amends the bill of lading to reflect the actual temperature of product as tendered to RAVAN TRANSIT.

1. Frozen Product

RAVAN TRANSIT will provide transportation equipment designed to maintain temperature

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

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(Rule 43 continued)

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2. Refrigerated Product

RAVAN TRANSIT **Refrigerated Product Service** (RPS) is limited to product requiring

temperature maintenance above 0°F but less than 40°F.

3. Live Seafood

Live seafood will not be accepted.

NOTE:

1. Shipper is responsible for loading freight to assure maintenance of proper airflow during transport. RAVAN TRANSIT will not be liable for any loss or damage caused by or resulting from restricted airflow caused by improper loading by shipper.
2. RAVAN TRANSIT cannot determine product temperature of product at origin. If product temperature established after delivery varies from RAVAN TRANSIT or carrier's temperature maintenance records, RAVAN TRANSIT will not be responsible for loss, damage nor for diminution of value of product allegedly occurring while in RAVAN TRANSIT possession.

RULE 45 REFUSAL, NON-DELIVERY, or REJECTION by CONSIGNEE

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

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

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

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RULE 46 REDELIVERY

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

1. If one or more additional tenders of the shipment are made at consignee's place, carrier will assess, in addition to all other applicable charges, a minimum charge of \$150.00 per tender.
If consignee elects to accept delivery of the shipment at carrier's terminal, a minimum charge of \$150.00 plus any direct expenses incurred by carrier [room, meals and ancillary expenses, if any, etc], will be made.

2. All charges accruing under the provisions of this rule must be paid or guaranteed by the party or parties requesting redelivery before the shipment is redelivered.

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

RULE 47 REHANDLING, RECONSIGNMENT and REDELIVERY

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

- a. Redeliver freight to the destination shown in the b.o.l. following carrier's inability to deliver the shipment, including consignee's refusal of tender of delivery of all or any portion of the shipment; or
- b. Return the shipment – in whole or in part – to customer; or
- c. Deliver to another location, the charges for such rehandling, redelivery or reconsignment will be as follows:
 1. the transportation charges applicable to the original shipment are fully earned;
 2. on redelivery to consignee:
 - (i) Same Location: the charge from carrier's nearest terminal to destination specified in the original b.o.l.;
 - (ii) Different Location: the charge from carrier's terminal where shipment was actually held to destination.
 3. return to customer:
 - (i) carrier's transportation charge from point of rejection to carrier's closest terminal; plus
 - (ii) carrier's transportation charge from terminal where the rejected property was actually held to designated delivery destination.

The charges as outlined and calculated above are in addition to all other applicable charges including detention and storage charges.

RULE 48 RESERVATION of SPACE

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

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RULE 49 SHIPMENTS PROVISIONALLY ACCEPTED

If any shipment is found to be other than as described by customer, such property will, if otherwise acceptable for carriage, be transported to destination at applicable rates and charges for like property. If, however, the property is unacceptable for tender to carrier, such goods may be warehoused at owner's risk and cost, or, may be destroyed without compensation (see Rule 11).

RULE 50 SHIPMENT MAXIMUM WEIGHT LIMITATION

RAVAN TRANSIT will not accept for transportation any shipment which results in a gross vehicle weight [chassis, container, cargo and tractor] in excess of the legal limit for the type of equipment being used, which is typically 80,000 pounds.

RULE 51 SHIPPER'S RIGHT to STOP DELIVERY

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

RULE 52 SHIPPING CONTAINERS

For purposes of determining rates and charges, carrier assumes all shipping containers to be "Single Trip Containers" ("STC."). In the event of loss or damage to a multi-trip shipping containers, carrier's maximum liability will be that set forth in Rules 15 and 18 for both contents [product] and container.

RULE 53 SORTING OR SEGREGATING FREIGHT

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspection, sorting or segregating freight.

RULE 54 SPECIAL SERVICES

Contact RAVAN TRANSIT for special services as required.

RULE 55 STOP-OFFS FOR PARTIAL LOADING OR UNLOADING

RAVAN TRANSIT rates and charges contemplate transport of one container and chassis for loading at origin and unloading at destination. When customer requests additional stops for partial loading or unloading special rates and charges apply. Call to request a quotation.

RULE 56 STORAGE AT RAVAN TRANSIT FACILITY

RAVAN TRANSIT has no facilities for the voluntary storage of loaded containers or semi-trailers at RAVAN TRANSIT MA facility.

Where consignee refuses tender of delivery, RAVAN TRANSIT may store loaded container or semi-trailer, or, at RAVAN TRANSIT sole option – transfer shipment to a public warehouse at beneficial owner's cost and risk of loss.

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RULE 57 STORAGE – IN- TRANSIT

RAVAN TRANSIT will, upon request of: (1) customer; (2) consignee; (3) beneficial owner of the property; or (4) at the direction or request of any state or federal government, state or federal agency, individual, multi-state, or federal authority having actual (or apparent) right, will store property covered by this Service Circular at or in facility(s) or warehouse(s) which are not owned, operated or controlled by RAVAN TRANSIT for interim storage pending further transportation. At that time and place all liability and responsibility of RAVAN TRANSIT to consignor, consignee or beneficial owner or other party(s) having and claiming to have an economic interest in the property, container or chassis shall cease.

RULE 58 SUBSTITUTED SERVICE

RAVAN TRANSIT reserves the right to subcontract to other qualified carriers all or part of a given service.

RULE 59 TRADE SHOWS and EXHIBITIONS

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

RULE 60 WAITING TIME or DELAY at ORIGIN OR DESTINATION

Except as provided in Rule 39 (“Sorting or Segregating Freight”) or Rule 44 (“Trade Shows or Exhibitions”), carrier will charge \$75.00 per hour waiting time or when the vehicle is held for the convenience of customer or consignee, through no fault of the carrier, subject to a minimum charge of \$75.00.

RULE 61 WEIGHING SHIPMENT / SCALE TICKETS

Where carrier has reason to believe the weight of shipped property [“net weight”] combined with the weight of the chassis and container [“unladen weight”] and power unit [“gross weight”] weighs in excess of allowable limit(s), carrier reserves the right to weigh shipment at a public scale. In the event the weight of the shipment [net weight] exceeds the authorized maximum weight for shipped property, the shipper will be charged the following:

- a. the cost of weighing shipment – copy of weight ticket to be forwarded to shipper;
- b. out-of-route mileage fee of \$3.00 per mile in excess of ten (10) miles “out-of-route”;
- c. carrier’s current stop-off charge for transloading portion of shipment to bring weight into legal compliance with federal or state weight limits;
- d. all additional costs incurred by carrier [e.g. additional driver(s), truck, tractor, semi-trailer or chassis & container necessary to transport “overload” portion of shipment back to origin or another location as directed by customer.

RULE 62 WEIGHT RESTRICTIONS / TRANSLOADING

When port, federal or municipal weight restrictions prohibit RAVAN TRANSIT from making delivery to consignee, RAVAN TRANSIT will, at request of customer or consignee make arrangements as agent of shipper or consignee, to have the shipment transloaded into one (1) or more additional containers, trucks or semi-trailers (whichever is most appropriate) to effectuate delivery. RAVAN TRANSIT will ***not*** perform transloading tasks and disclaims any and all responsibility or liability for payment of 3rd party(s) or freight loss or damage arising from aforementioned transloading activities.

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