

RULES AND REGULATIONS

ITEM	SUBJECT
160	<p style="text-align: center;">CLAIMS</p> <p>(A) CLAIMS IN WRITING REQUIRED</p> <p>A claim for loss, damage, injury, or delay will not be voluntarily paid by a carrier unless filed in writing as provided in Paragraph (B) below, with the receiving or delivering carrier issuing the bill of lading, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.</p> <p>(B) MINIMUM FILING REQUIREMENTS</p> <p>A communication in writing from a claimant filed with the carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.</p> <p>(C) DOCUMENTS NOT CONSTITUTING CLAIMS</p> <p>Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, or freight bills, delivery receipts, or other documents, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in Paragraph (B) above.</p> <p>(D) CLAIMS FILED FOR UNCERTAIN AMOUNTS</p> <p>When a claim is presented against a carrier for an uncertain amount, such as "\$100.00 more or less" the carrier against whom such a claim is filed will determine the condition of shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of Paragraph (B) above.</p> <p>(E) OTHER CLAIMS</p> <p>If investigation of a claim develops that one or more carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.</p> <p>(F) CONCEALED DAMAGE OR SHORTAGE</p> <p>Carrier must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.</p> <p>(G) SUPPORTING DOCUMENTS</p> <p>When a necessary part of an investigation, each claim must be supported by the original bill of lading, (if not previously surrendered to the carrier), either the original paid bill for transportation services or a photographic copy thereof, and for each article, the nature and extent of such damage, the basis for the amount claimed, i.e., date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage and, in the case of damage, a repair estimate.</p> <p style="text-align: right;">(Continued on following page)</p>

EFFECTIVE: October 1, 1999

For explanation of abbreviations and reference marks, See last page.

ISSUED BY: JOHN J. SCHMIDT, DIRECTOR

P.O. BOX 94927

LINCOLN, NE 68509-4927

TSIT

RULES AND REGULATIONS

ITEM

SUBJECT

160
(con'd)

CLAIMS

(H) VERIFICATION OF LOSS

When the asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

(I) SATISFACTION OF CLAIMS

(1) Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by carrier.

(2) Carrier's liability will be limited to the extent provided in the Terms and Conditions of the Bill of Lading (See Item 240)

(J) CONSTRUCTIVE WEIGHT OF PACKED INTERIOR SHIPPING CONTAINERS

When the liability of the carrier is to be measured by the weight of the article lost or damaged, and such article is packed in an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

<u>Container</u>	<u>Weight per container</u>
DRUM, DISH-PACK	60
CARTONS:	
Less than 1 ½ Cubic Feet	20
1 ½ - Less than 3 Cubic Feet	25
3 - Less than 4 ½ Cubic Feet	30
4 ½ - Less than 6 Cubic Feet	35
6 - Less than 6 ½ Cubic Feet	45
6 ½ Cubic Feet and over	50
Wardrobe Carton	50
Mattress or Box Springs Carton (Not Exceeding 54"x75")	60
Mattress or Box Springs Carton (Exceeding 54"x75")	80
Crib mattress carton	22

Note 1: Cartons containing books or phonograph records will be deemed to weight 50 pounds.

Note 2: Cartons containing lamp shades will be deemed to weight 10 pounds.

Note 3: Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for the container.

(K) TIME LIMIT FOR FILING CLAIMS

As a condition precedent to recovery, a claim for any loss, damage, injury, overcharge, or delay, must be filed in writing with carrier within nine (9) months after a reasonable time for delivery has elapsed. A cause of action for a freight damage claim, a rate overcharge, a claim for damages resulting from a delay in transportation or a claim for a lost shipment against a common carrier shall be barred unless it be filed with a court having jurisdiction of the amount in dispute within two (2) years after the date such action accrues. A cause of action for a rate overcharge accrues on the day the overcharge is paid. A cause of action for a freight damage claim, damages resulting from a delay in transportation, or a shortage in a shipment accrues on the date of delivery or tender of delivery of the freight by the common carrier. A cause of action for a lost shipment accrues on the date the lost shipment was delivered to the common carrier.

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For explanation of abbreviations and reference marks, See last page.

ISSUED BY: JOHN J. SCHMIDT, DIRECTOR

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ITEM	SUBJECT		
160 (Cont'd)	<p style="text-align: center;">CLAIMS</p> <p>(L) ACKNOWLEDGEMENT AND SETTLEMENT BY CARRER</p> <p>Carrier will acknowledge receipt of each claim in writing to the claimant within 120 days after receipt of the claim by the carrier or its agent: Provided, that if the claim cannot be processed and disposed of within 120 days after the receipt thereon, the carrier will at that time and at the expiration of each succeeding 30-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for the delay in making final disposition thereon, and send a copy of such letter to the Nebraska Public Service Commission.</p> <p>(M) SALVAGE</p> <p>Whenever property transported by a carrier is damaged or alleged to be damaged and is, as a consequence thereon, not delivered or is rejected or refused upon tender thereon to the owner, consignee or person entitled to receive such property, carrier, after giving due notice, whenever practicable to do so, to the owner and the other parties that may have an interest therein, and unless advised to the company after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereto. Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before described, carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition for such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.</p>		
180	<p style="text-align: center;">C.O.D. SHIPMENTS</p> <p>A. For the purpose of this rule, C.O.D. charges apply only to monies due the consignor and do not apply to charges collected at the time of delivery for transportation or other additional services.</p> <p>B. In the handling of C.O.D. shipments, carriers shall collect C.O.D. amounts payable in cash, certified check, traveler's check, or bank check (one drawn by a bank on itself, and signed by an office of the bank) at time of delivery and shall remit each C.O.D. collection directly to the consignor, or other person designated by the consignor as payee, promptly and within 10 days after delivery of the C.O.D. shipment to the consignee.</p> <p>C. When C.O.D. shipment moves in interline service, the delivering carrier shall, at the time of remittance of the C.O.D. collection to the consignor or payee, notify the originating carrier of such remittance.</p> <p>D. The charge of C.O.D. collection services shall be \$6.10 for each \$1,000 or fraction thereon collected.</p>		
200	<p style="text-align: center;">COMPUTING CHARGES</p> <p>Unless otherwise provided herein, where rates are stated in amount per 100 pounds, charges shall be computed by multiplying the total weight involved by the rate shown for 100 pounds.</p>		
220	<p style="text-align: center;">CONSECUTIVE NUMBERS</p> <p>When numbers are connected by the word "to" or a "-" it means that the numbers are consecutive and includes both of the numbers shown.</p>		
<p>EFFECTIVE: September 30, 2011</p> <p>For explanation of abbreviations and reference marks, See last page.</p>			
ISSUED BY: MARK BREINER, LEGAL COUNSEL	P.O. BOX 94927	LINCOLN, NE 68509-4927	TSIT

RULES AND REGULATIONS

SUBJECT

ITEM

240

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

Except when transportation is performed under the provisions of Item 80, Paragraph B, of this tariff, the following Contract Terms and Conditions apply to all transportation performed by the carrier in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs.

This contract is subject to all the rules, regulations, rates and charges in currently effective applicable tariffs prescribed by the Nebraska Public Service Commission, including but not limited not the following terms and conditions:

SECTION I

The carrier shall be liable for physical loss of or damage to any article from external cause while being carried or held in storage in transit EXCEPT for condition or flavor of perishable articles, and EXCEPT documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value which are not specifically listed on the bill of lading, and except loss or damage caused by or resulting:

- (A) From an act, omission or order of shipper;
- (B) From insects, moth, vermin and ordinary wear and tear;
- (C) From defect or inherent vice of the article, including susceptibility of damage because of atmospheric conditions such as temperature
- (D) From:
 - (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against actual, impending or expected attack
 - (a) by any government or sovereign power or by authority maintaining or using military, naval or air forces; or
 - (b) by military, naval or air forces; or
 - (c) by any agent of any such government, power, authority, or forces;
 - (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade;
- (E) From strikes, lockouts, labor disturbances, riots, civil commotions, or other acts of any person or persons taking part in any such occurrence or disorder;
- (F) From Acts of God when the shipper releases the value of each article in the shipment to a value not exceeding \$.60 per pound per article; or
- (G) From breakage of china, glassware, bri-a-brac or similar articles of a brittle or fragile nature unless packed by the carrier or unless such breakage results from negligence of the carrier when the shipper released the value of each article in the shipment to a value not exceeding \$.60 per pound per article.

EFFECTIVE: October 1, 1999

For explanation of abbreviations and reference marks, See last page.

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P.O. BOX 94927

LINCOLN, NE 68509-4927

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RULES AND REGULATIONS

SUBJECT

ITEM

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(Cont'd)

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's liability:

The carrier's maximum liability shall be either:

- (1) The amount of the actual loss or damage not exceeding \$1.25 times the actual weight (in pounds) of the shipment, or the lump sum declared value, whichever is greater; or
- (2) The actual loss or damage not exceeding \$.60 per pound of the weight of the lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to \$.60 per pound per article.

SECTION 2

The carrier shall not be liable for delay caused by highway construction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Each 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.

SECTION 3

Shipper shall:

- (A) Be liable for any and all charges applicable under carrier's tariffs, and pay therefor as provided in said tariffs, and
- (B) Indemnify carrier against loss or damage caused by inclusion of the shipment of explosives or dangerous articles or goods.

SECTION 4

If for any reason other than the fault of the carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5

If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereon, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice and in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two (2) consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of the sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for maintaining property prior to sale, and the balance if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notice, if, in the opinion of the carrier, such action is necessary to prevent deterioration or further deterioration.

(Continued on following page)

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LINCOLN, NE 68509-4927

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RULES AND REGULATIONS

ITEM	SUBJECT
<p>240 (Concl'd)</p>	<p>CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING</p> <p>SECTION 6</p> <p>As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on the face thereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed.</p> <p>A cause of action for a freight damage claim, a rate overcharge, a claim for damages resulting from a delay in transportation or claim for a lost shipment against a common carrier shall be barred unless it be filed with a court having jurisdiction of the amount in dispute within two (2) years after the date such action accrues. A freight damage claim, damages resulting from a delay in transportation, or a shortage in a shipment accrues on the date of delivery or tender of delivery of the freight by the common carrier. A cause of action for a lost shipment accrues on the date the lost shipment was delivered to the common carrier.</p> <p>SECTION 7</p> <p>Any alternation, addition, or erasure in this bill of lading which shall be made without the special notation hereon 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.</p>
<p>260</p>	<p>DECLARATION OF VALUE - LIABILITY LIMITATION</p> <p>(A) As used in this tariff, the phrase, "released value", and "value declared by the shipper" shall have the same meaning.</p> <p>(B) The carrier's maximum liability shall be either (1) \$1.25 time the actual weight (in pounds) of the shipment or the declared lump sum value, whichever is greater; or (2) \$.60 per pound for the actual weight of any lost or damaged article or articles, if the shipment has been expressly released by the shipper to such value per article. Unless the shipper expressly released the shipment to a value not exceeding \$.60 per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater.</p> <p>(C) The released value must be entered on the bill of lading in the following form and be completed only by the person signing the bill of lading.</p> <p>"The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding</p> <p>_____</p> <p>(To be completed by the person signing below)</p> <p>NOTICE-THE SHIPPER SIGNING THIS CONTRACT MUST INSET IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 CENTS PER POUND PER ARTICLE", OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.</p> <p>_____ (Shipper) _____ (Date)</p> <p>(D) If the shipper fails to make the entry required in Paragraph (C) above, the shipment will be deemed released to an amount equal to \$1.25 times the actual weight of the shipment (in pounds).</p> <p>(E) The released value and the carrier's maximum liability (whether or not loss or damage occurred from carrier negligence) as determine under this rule shall apply to any claims resulting from the performance or failure to perform by carrier of any services, including accessorial services, which carrier has contracted to perform.</p> <p>(F) Shippers who tender shipments which are released to a value greater than sixty cents (\$0.60) per pound per article that include an article or articles that exceed one hundred dollars (\$100.00) per pound per article in value must, when properly notified of this requirement by the shipper, specifically notify the carrier in writing that an identified article or articles with a value greater than one hundred dollars (\$100.00) per pound are included in the shipment by execution of the following provision contained in the carrier's Bill of Lading, or in substitution thereof, the Order for Service:</p>

Concl'd

EFFECTIVE: December 1, 2000

For explanation of abbreviations and reference marks, See last page.

RULES AND REGULATIONS

ITEM	SUBJECT
260 Concl'd	<p align="center">DECLARATION OF VALUE - LIABILITY LIMITATION</p> <p align="center">EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION</p> <p>I acknowledge that I have prepared and retained a copy of the "Inventory of Items Value in Excess of \$100 per pound per Article" that is included in my shipment and that I have given a copy of this Inventory to the carrier's representative. I also acknowledge that the carrier's liability for loss of, or damage to, any article valued in excess of \$100 per pound for each pound of such lost or damage article (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached Inventory.</p> <hr/> <p align="center">(signed) Shipper Date</p>
270	<p align="center">DEFINITION OF LOCAL MOVE</p> <p>The transportation of property as provided in this tariff, by certificated motor carriers within a city or village of this state or within a radius of fifteen (15) miles beyond the corporate limits thereof, excluding any motor carrier owned in said city or village.</p>

MR-976

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For explanation of abbreviations and reference marks, See last page.

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LINCOLN, NE 68509-4927

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RULES AND REGULATIONS

ITEM	SUBJECT
280	<p align="center">DEFINITION OF SHIPMENT</p> <p>The term "shipment" means property tendered by one (1) shipper, and accepted by the carrier, at one (1) place or origin (except as otherwise provided in Item 720) and at one (1) time, for one (1), destination (except as otherwise provided in Item 720), and covered by one (1) bill of lading. The name of only one (1) shipper and one (1) consignee shall appear on one (1) bill of lading, but the bill of lading may also specify the name of a party (or more than one (1) party when Item 720 is applicable) to notify of the arrival of the shipment at destination(s).</p>
300	<p align="center">DESCRIPTION OF A COMPLETE ARTICLE</p> <p>Each shipping piece or package and contents thereof shall constitute one (1) article except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one (1) article.</p>
320	<p align="center">DETERMINATION OF CONSTRUCTIVE, LOADED AND TARE WEIGHTS</p> <p>(A) TARE WEIGHT</p> <p>The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weightmaster or at a certified scale, and when so weighed, the gasoline tank on each such vehicle shall be full and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks and other equipment needed in the transportation of such shipment.</p> <p>(B) LOADED WEIGHT</p> <p>(1) After the vehicle has been loaded, it shall be weighed, without the crew thereon, at point of origin of the shipment, and the net weight of the shipment shall be obtained by deducting the tare weight from the loaded weight.</p> <p>(2) Where no adequate scale is available at point of origin, the loaded weight shall be obtained at the nearest certified scale in the direction of the movement of the shipment, or in the direction of the next pickup or delivery in the case of part loads.</p> <p>(C) CONSTRUCTIVE WEIGHT</p> <p>(1) If no adequate scale is available at origin, at any point enroute, or at destination, a constructive weight, based on seven (7) pounds per cubic foot of properly loaded van space may be used.</p> <p>(2) Such a constructive weight also may be used for a part load where the circumstances are such that its scale weight could not be obtained at origin, enroute, or at destination without first unloading it or other part loads being carried in the same vehicle.</p> <p>(D) PART LOADS</p> <p>(1) In the transportation of part loads, this rule shall apply in all respects, except that the gross weight of a vehicle containing one (1) or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon.</p> <p>(2) A part load for any one (1) shipper not exceeding 1,000 pounds may be weighed on a certified scale prior to being loaded on the vehicle.</p> <p>(E) WEIGHT TICKET (See NOTE)</p> <p>Whenever weights are required to be obtained pursuant to this rule, the carrier shall cause to be executed a weight ticket, and such weight ticket shall be maintained by the carrier as part of its record of shipment.</p> <p>NOTE: For re-weighing charges, see Section 1, Item 1280.</p>

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LINCOLN, NE 68509-4927

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RULES AND REGULATIONS

ITEM	SUBJECT
340	<p style="text-align: center;">DISASSEMBLING AND REASSEMBLING</p> <p>A. The line-haul transportation rates DO NOT include removing any outdoor article embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms, or other outdoor articles of similar nature, nor the assembling or disassembling of unusual articles found inside of buildings such as steel shelving, pool tables, elongated work tables, counters, etc.</p> <p>B. Upon request of shipper, owner, or consignee, the carrier will disassemble or reassemble such articles subject to charges provided in Section 1, Item 1180 of this tariff. The shipper, in such case, will be required to furnish, at the time of reassembling, any new hardware, nuts, bolts, etc., necessary to perform this service.</p>
360	<p style="text-align: center;">DISPOSITION OF FRACTIONS</p> <p>Unless as otherwise provided, to dispose of fractions in computing a charge, omit fractions of less than one-half of a cent, and increase to the next whole, figure, fractions of one-half of one cent or greater.</p> <p>In the event nickel rounding is specified, fractions of a nickel will be disposed of as follows:</p> <ol style="list-style-type: none"> a. \$.025 or more will be increased to the next highest nickel (\$.05 cents) b. \$.0249 or less will be dropped
380	<p style="text-align: center;">DIVERSION OF SHIPMENTS</p> <p>A. Upon instructions made or confirmed in writing by the consignee or owner, or the consignor, a shipment will be diverted subject to the following provisions and additional charges. (see NOTE).</p> <p>B. The term "diversion" as used in this tariff means</p> <ol style="list-style-type: none"> (1) A change in the name of the consignor (2) A change in the name of the consignee (3) A change in destination (4) A change in the route at the request of the consignor, consignee or owner (5) Any other instructions given which are necessary to effect delivery and requiring an addition to or a change in billing or additional movement of the shipment or both. <p>C. When an order for diversion under this rule is received by a carrier, diligent effort will be made to locate the shipment and effect the change desired, but the carrier will not be responsible for failure to effect the change ordered unless such failure is due to the error or negligence of the carrier or its employees.</p> <p>D. Transportation charges on a shipment which has been diverted will be assessed at whichever is less:</p> <ol style="list-style-type: none"> (1) The through rate from point of origin to point of final destination via the actual point of diversion (2) The through rate from point of origin to point of final destination via the original destination point <p>E. On shipments which have been diverted, an additional charge of \$1.85 per 100 pounds will apply based on weight at which transportation rate is based, except this charge will not apply if diversion instructions are received prior to the movement of the shipment, or if shipment is moving under provisions of Item 820, Paragraph (A), Complete Occupancy of Vehicle or Item 820, Paragraph (C) Exclusive Use of a Vehicle.</p> <p>NOTE: If diversion instructions are received to divert a shipment to storage-in-transit or when a shipment is in storage-in-transit, the provisions and charges of this rule will not apply, and transportation charges will be computed under the provisions of Item 840.</p>

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LINCOLN, NE 68509-4927

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RULES AND REGULATION

ITEM	SUBJECT
400	<p align="center">EXPLOSIVES OR OTHER DANGEROUS ARTICLES</p> <p>Explosives or other dangerous articles will not be accepted for transportation or transported unless the shipping order, bill or loading, or other shipping paper prepared by the shipper (When shippers are required by the Nebraska Public Service Commission regulations so to certify packages for transportation) shows in the lower left-hand corner the following certificate over the written or stamped facsimile signature of the shipper or his duly authorized agent:</p> <p>"THIS IS TO CERTIFY THAT THE ABOVE ARTICLES ARE PROPERLY DESCRIBED BY NAME, AND ARE PACKAGED AND MARKED, AND ARE IN PROPER CONDITIONS FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS PRESCRIBED BY THE DEPARTMENT OF TRANSPORTATION."</p>
440	<p align="center">FULL VALUE PROTECTION</p> <p>(A) When full value protection is ordered in writing by the customer, the carrier will guarantee either (a) replacement of articles lost or damaged while in carrier's custody, reimbursement for full replacement cost as determined by market value, or (b) repairs, or the cost of repairs to any damaged item or items to the extent necessary to restore the item to the same condition as when received by the carrier from the shipper. Actual replacement articles, if any, shall consist of like kind and quality without deduction for depreciation or wear and tear.</p> <p>(B) Carrier's maximum liability shall not exceed the released or declared value on the shipment or the full cost of repair to the damaged property, whichever is less. The carrier shall have the option to repair or replace damaged articles.</p> <p>(C) All items which are replaced or for which the full current market value has been paid become the property of the carrier.</p> <p>(D) Provisions of this item are contractual limits of liability and are not to be construed as "insurance".</p> <p>(E) Full value protection will be subject to the shipment being declared or released at a minimum lump sum value of \$5000.00 or \$4.00 times the net weight of the shipment in pounds, whichever is greater. The stated valuation must be in the increments shown in section 1, "Additional Services and Charges". If the Shipper declares or releases the shipment to a valuation that falls between the Valuation Amounts shown, the next higher valuation amount and the applicable charge associated therewith shall apply.</p> <p>(F) The weight used for determining the minimum valuation will be the actual net weight of the shipment.</p> <p>(G) Carrier's maximum liability and the charges for Full Value Protection are as provided in Section 1, "Additional Services and Charges".</p> <p>(H) Shippers who tender shipments that include an article or articles that exceed one hundred dollars (\$100) per pound per article in value must specifically notify the carrier in writing that an identified article or articles with a value greater than one hundred dollars (\$100) per pound are included in the shipment provided that the shipper has been given proper notice of this requirement by the carrier. Such notification shall be by execution of the following provision contained in the carrier's Bill of Lading, or in substitution thereof, the Order for Service:</p> <p align="center">EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION</p> <p>I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100 per Pound per Article" that are included in my shipment and that I have given a copy of this Inventory to the Carrier's representative. I also acknowledge that the carrier's liability for loss of or damage to any article valued in excess of one hundred dollars per pound will be limited to one hundred dollars per pound for each pound of such lost or damaged article (based on actual weight), not exceeding the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached inventory.</p> <p align="center">_____</p> <p align="center">(Signed) Shipper _____ Date</p> <p>I have been informed by the carrier of the availability of full value insurance protection. I understand that full value protection insurance would insure that any item that is lost or damaged would result in its full replacement and that failure to purchase this insurance will result in limited liability to the carrier for any loss or damage. By signing or initialing below, I hereby indicate that I have declined to purchase full value protection insurance.</p> <p>A shipper's failure to notify the carrier that an article or articles having a value that exceeds one hundred dollars (\$100) per pound will be included in the shipment will restrict the carrier's maximum liability to one hundred dollars (\$100) per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, provided that the carrier has given the shipper adequate notice of the requirements of such notification.</p>

EFFECTIVE: December 1, 2000

For explanation of abbreviations and reference marks, See last page.