

**MADDOX AIR FREIGHT AND
TRANSPORTATION SERVICES, INC.,
d/b/a MAF LOGISTICS**

RULES TARIFF

NAMING

TERMS AND CONDITIONS

**FOR the TRANSPORTATION of COMMODITIES
(As Described Herein)**

BETWEEN ANY AND ALL LOCATIONS

This Rules Tariff and the Terms and Conditions set forth herein shall apply to all shipments provided by Maddox Air Freight & Transportation Services, Inc., d/b/a MAF Logistics (“Maddox”) moving in interstate, foreign, and intrastate commerce unless specifically overridden by a contract signed by Maddox and the shipper. All shipments tendered to Maddox are subject to the terms and conditions contained in this Rules

ISSUED BY:

Jeff Maddox, President
Maddox Air Freight & Transportation Services, Inc.,
dba MAF Logistics
3082 Schmidt Lane,
Hubbard, OR 97032

EFFECTIVE DATE:

January 15, 2021

Tariff which is maintained at Maddox's offices and is available upon request by calling Maddox at 503-678-5174 or 800-547-0951 or by accessing them online at www.maflogistics.com.

This Rules Tariff Cancels and Replaces ALL of Maddox's Earlier Dated Rules Tariffs.

**For additional Copies of this Publication
CALL or FAX or ACCESS**

**Telephone Nos.: (503) 678-5174
(800) 547-0951 (Toll Free)**
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Website: www.maflogistics.com

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RULES TARIFF

A. APPLICATION OF TARIFF

1. This Rules Tariff (“Tariff”) states the Contract Terms and Conditions (“Terms”) that apply to all services provided by Maddox Air Freight and Transportation Services, Inc., d/b/a MAF Logistics (“Maddox”). Every shipper, consignee, bill to party, or other person contracting with or receiving the benefit of services provided by Maddox shall be and is subject to this Tariff, unless it is specifically overridden by a contract signed by Maddox and the other party or person.
2. The terms set forth in this Tariff shall apply to all shipments moving in interstate, foreign, and intrastate commerce.
3. Maddox transports and/or provides services with respect to both exempt and regulated freight. Maddox holds the following authorities and registrations:
 - (a) Federal Motor Carrier Safety Administration, Common Carrier Certificate and Broker License MC 409508
 - (b) USDOT No. 634936
 - (c) Oregon Department of Transportation Class 1A Motor Carrier Permit No. 280514, Property (Except Household Goods) in intrastate commerce in Oregon.

4. This Tariff is an integral part of Maddox’s Combination Bill of Lading and Freight Bill and Full Service Quote and each are incorporated into the other by reference. In the event of a conflict between the provisions in the documents, the more restrictive or limiting provisions, from Maddox’s perspective, shall control.

5. All shipments are deemed to be transported under Maddox’s Combination Bill of Lading and Freight Bill, Tariffs, and Full Service Quote in effect on the date the shipment is tendered to Maddox. ONLY Maddox personnel with titles of CEO, President or Vice President are authorized to agree to modify this Tariff

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or those documents. NO other persons are authorized. Where a bill of lading other than the Maddox's bill of lading, regardless by whom prepared or issued, is signed for by Maddox or another person, that signature ONLY acknowledges receipt of the freight, and it is NOT the contract for the carriage. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by Maddox.

B. UNACCEPTABLE FREIGHT

1. Maddox reserves the right to reject any freight it deems unacceptable for transportation.

2. The following articles will not be accepted for transportation or other service unless otherwise agreed to in writing by Maddox: any shipment prohibited by law, explosives, hazardous or restricted articles as described in 49 CFR Part 172, original works of art, antiques, bonds, coins of any kind, currency, currency equivalents, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver, jewelry (other than costume), pearls, precious metals, negotiable securities, time sensitive written material (e.g. bids, contract proposals, etc.), household goods or personal effects when the declared value exceeds \$0.60 per pound, one of a kind articles or models, prototypes, valuable rugs (e.g. Oriental or Persian), and prints or lithographs when the declared value exceeds \$0.60 per pound. Maddox shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles however described or misdescribed on the shipping documents, and no employee or agent of Maddox has any authority to accept for transportation any such articles or to waive the limitations herein contained except as provided in Section A, paragraph 4.

3. Explosives, dangerous goods or property, which in Maddox's judgment is liable to impregnate, soil, taint, adulterate, or otherwise damage equipment or other property, will not be accepted for transportation or other service.

4. Livestock and household pets will not be accepted for transportation or other service.

5. Every party, whether principal or agent, who ships any of the items specified in this Section B, paragraphs 2, 3 and 4, shall be liable to and indemnify Maddox for and against any and all loss, damage, cost, or liability caused by such goods or arising out of their transportation. Subject to Maddox's express written agreement and consent, such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods, as determined by Maddox in its sole discretion, may be destroyed without compensation to the shipper, owner, beneficial owner, or customer.

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C. IMPRACTICABLE OPERATIONS

1. Nothing in this Tariff shall require be construed as requiring Maddox to arrange for or provide the pick up and/or delivery of freight at locations from and/or to which it is impracticable to operate equipment on account of the condition of highways, roads, streets, or alleys, or because of riots, civil unrest or demonstrators, or otherwise, as so determined by Maddox in its sole discretion.

2. In no case shall it be obligatory for a carrier arranged by Maddox to make deliveries to points over roads which the carrier determines are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which the carrier determines can be safely reached will constitute proper execution of the contract.

D. INCORPORATION OF TARIFFS; RATES AND CHARGES; PAYMENT; FUEL SURCHARGES

1. All services performed by Maddox are subject to this Tariff and the rates and charges specified in Maddox's Combination Bill of Lading and Freight Bill in effect on the date the shipment is tendered to Maddox, and in the Full Service Quote, if any, issued by Maddox in connection with a shipment.

2. All rates and charges specified in Maddox's Combination bill of Lading and Freight bill and in the Full Service Quote, if any, are subject to fuel surcharges in effect on the date of the shipment. Fuel surcharges for shipments wholly within the states of Oregon and Washington are attached hereto as Exhibit A, and incorporated herein by this reference. Fuel surcharges on shipments to all other destinations are attached hereto as Exhibit B, and incorporated herein by this reference. Exhibits A and B, and all Fuel Surcharges may be updated from time to time.

3. The shipper and the consignee are liable, jointly and severally: (a) for all rates and charges payable on account of services provided by Maddox, calculated in accordance with this Tariff and the provisions set forth in Maddox's Combination Bill of Lading and Freight Bill and Full Service Quote, except where a special contract overriding this Tariff has been executed between Maddox and the shipper; (b) to pay or indemnify Maddox for all claims, fines, penalties, damages, costs or other sums which may be incurred by Maddox for any violation or other default of the shipper or consignee or their agents of their obligations hereunder; and (c) for all collection costs incurred by Maddox in collecting any amounts owed hereunder, as more specifically described in this Section D, paragraph 8 below.

4. All rates and charges are due and payable prior to or upon delivery or, if credit has been extended by Maddox, within 15 days after the invoice date, and charges not paid within 15 days of the invoice

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date shall bear interest at the rate of 1.5% per month, compounded monthly. Maddox has the right to grant or deny credit in its sole discretion.

5. Maddox shall have a possessory lien on all goods for charges subsequent to the date of Maddox's receipt of the goods for storage or transportation (including demurrage and terminal charges) and for expenses necessary for preservation of the goods incident to their transportation or storage, even if no bill of lading or receipt is issued in regard thereto.

6. Undercharges/Overcharges

(a) Maddox must issue any billing for additional charges within **60 days** of the shipper's and/or consignee's receipt of the Maddox's original billing or such billing will NOT be valid. A billing which is faxed or postmarked on the 60th day is timely. (See Paragraph (b) regarding civil remedy if said undercharge presented within 60 days is disputed.)

(b) Suits for undercharges shall be instituted against the shipper, consignee, or payer of the freight charges no later than **18 months** from the date the shipment is delivered or tendered for delivery, provided written notice is sent to Maddox by the party responsible for payment of the freight charges that such party has disputes with the claim or any part(s) of the claim specified in the notice. Where additional billing is not presented according to the provisions of Paragraph 5(a) above or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight charges shall NOT be liable, and such claim need NOT be paid.

(c) If a shipper seeks to contest the charges originally billed or additional charges subsequently billed, the shipper must notify the carrier of its claim in writing of this intent within **180 days** of the post mark date on the carrier's original billing or such claim will NOT be valid. A claim which is faxed or postmarked on the 180th day is timely. (See Paragraph d regarding civil remedy if said overcharge presented within 180 days is disputed.)

(d) Suits for overcharges shall be instituted against any carrier no later than **18 months** from the shipment delivery date (or tender of delivery date) provided written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part(s) of the claim specified in the notice. Where a claim is not filed according to the provisions of Paragraph c above or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claim will NOT be paid.

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7. Checks received for payment that are returned by the bank because of insufficient funds or stop payment order will be subject to an additional charge of \$50.00 and may be placed with a collection agency subject to the provisions of paragraph 8.

8. Maddox may agree, in its sole determination, to invoice the shipper's broker, bank or other agent for payment of freight charges. However, Maddox reserves the right to bill and collect freight charges from the shipper and consignee, or either of them, for all shipments, whether prepaid or collect, in the event full payment of freight charges is not received pursuant to the third party billing, and shipper and consignee shall be jointly and severally liable for payment of those charges regardless of any notation on the bill of lading or any other shipping document that may indicate otherwise.

9. Freight bills which are not paid before Maddox contracts the services of a collection agency or attorney for collection will be subject to a collection charge of 35% of the unpaid portion of the freight bill ("the fee").

(a) Maddox will provide written notification of the intent to assign unpaid freight charges to any collection agency, attorney, or other authorized collection agent. This notification will include a summary of the unpaid balance and the applicable fee.

(b) The fee will be assessed ten (10) calendar days after the date of written notification.

(c) Any lawsuit brought by Maddox to collect freight and other charges for services provided, shall be brought in the Circuit Court of the State of Oregon for Multnomah County or, if authorized by the applicable jurisdictional statutes, in the United States District Court for the District of Oregon, Portland Division, which courts shall have concurrent and exclusive jurisdiction and in which courts venue shall be proper.

E. SHIPMENTS; ROUTING; REFUSED OR REJECTED SHIPMENTS

1. In tendering a shipment for carriage, the shipper warrants that the shipment is packaged to protect the goods being shipped and to insure their safe transportation with ordinary care in handling, and that each package is appropriately labeled and is in good order for carriage as specified.

2. All shipments may, at Maddox's option, be opened and inspected.

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3. In the absence of specific contrary instructions by the shipper on the face of the bill of lading, Maddox may arrange for the transportation of the shipment by any route, schedule, mode of transportation, and by any carrier, and regardless of the route, schedule, mode, or carrier employed, Maddox's rates and charges shall be those set forth in its Combination Bill of Lading and Freight Bill, Full Service Quote and Tariff then in effect.

4. In the event of the failure, refusal, or inability of the consignee to take delivery of the shipment, Maddox will notify shipper in writing at the address shown on the bill of lading and request disposition instructions. If the shipper fails to provide disposition instructions within five (5) days after the date of Maddox's notice, Maddox will return the shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of a return shipment, Maddox may, upon 30 days written notice to the shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the charges owing to Maddox with respect to the transportation, storage, sale, disposition and all other services provided by Maddox in respect of the shipment. Any sums collected by Maddox in excess of the charges for transportation, storage, sale and disposition, sale and other services provided, will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and the consignee shall remain liable, jointly and severally, for any deficiency.

F. LIABILITY FOR LOSS OR DAMAGE; CLAIMS

1. Except as provided herein, Maddox's liability shall be that of a common carrier under 49 USC 14706.

2. Maddox shall not be liable for loss, damage, delay or other results caused by (a) acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war or acts of terrorism; (b) the act or default of the shipper or consignee, including any breach of the warranty set forth in Section E, paragraph 1, above; (c) the nature of the shipment, or any defect, characteristic or inherent vice thereof; (d) violation by the shipper or consignee of any applicable term or condition of these Terms; (e) stopping and holding all or part of a shipment in transit upon request of the shipper, consignee, owner, or other party entitled to make such request; and (f) from faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry.

3. Where the Bill of Lading is marked "contents or condition of contents of packages unknown", "said to contain", "shipper's weight, load and count," or words of similar import, Maddox will not be held liable for discrepancies in count, contents, or condition of goods which were not able to be inspected by Maddox prior to shipping.

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

5. Maddox shall not be liable under any circumstances for damages to boxes, crates, cases or any other types of packaging or covering used for protection and shipment of the goods.

6. **Maddox's Liability Is Limited Unless A Higher Value Is Declared.**

(a) Unless the shipper declares a value in the "declared value" space on the face of the bill of lading and indicates its agreement to pay additional charges by initialing in the space provided for that purpose, and pays those charges, Maddox's liability for loss or damage is limited to \$0.60 per pound per article in a shipment and to a maximum of \$250,000.00 per shipment.

(b) If the shipper enters a value in the "declared value" box on the bill of lading and agrees in writing to pay additional freight charges, and pays those charges, Maddox's liability shall be limited to the amount of the "declared value," provided, however, that in no event shall Maddox's liability exceed \$500,000.00 per shipment. Unless a different amount is specified by the shipper, the declared value on a C.O.D. shipment shall be the C.O.D. amount.

(c) The additional charges for Maddox's increased liability shall be \$1.00 per \$100.00, or fraction thereof, of the "declared value"; and these additional charges are in addition to all other charges specified in this Tariff, the Combination Bill of Lading and Freight Bill, and Full Service Quote.

(d) In the event that the Shipper does not use Carrier's standard Bill of Lading containing the language as outlined in the example above, the conditions outlined in this section will still apply and the procedure outlined must still be completed by Shipper, if Additional Liability Coverage is requested.

Additional Liability Coverage purchased by the Shipper will apply to the shipment as a whole and will be prorated across the entire shipment in the event of a partial loss or damage.

Carrier is not, under any circumstances, an insurance company or provider. Carrier does not sell insurance coverage. Additional Liability Coverage is not and will not be considered as insurance for the shipment.

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7. Maddox reserves the right to require any and all documentation it deems necessary, in its sole discretion, to investigate any claim. Regardless of the foregoing, each claim will be supported by the original bill of lading, evidence of the freight charges (if any), and either the original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct. For shipments or any part thereof which is not delivered, Maddox reserves the right to require certification from the claimant that the missing cargo has not been received from any other source. All Claims must be made in the following manner:

(a) Claims must be filed within sixty (60) days after tender of delivery of the property, except that claims for failure to make delivery must be filed within sixty (60) days after reasonable time and delivery has elapsed.

(b) Claims for loss and damage discovered by the consignee after delivery and after a clear delivery receipt (that is, no exceptions noted) has been given to Maddox, must be reported in writing to Maddox within seven (7) days after delivery of the shipment, and Maddox must be given an opportunity to inspect the shipment and its container(s) and packaging material within fifteen (15) days after receipt of such notice.

(c) Maddox shall not be liable in any legal action unless (1) a claim has been filed in accordance with these terms and (2) the legal action is brought within one (1) year from the date the carrier notifies the claimant that it has disallowed all or any part of the claim.

8. Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.

9. International air carriage is subject to the rules relating to the liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929 ("Warsaw Convention").

10. Maddox shall have the full benefit of any insurance upon or on account of any shipment, so far as this shall not void the policies or contracts of insurance.

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11. Where Maddox is directed by the consignee or shipper to unload or deliver property at a particular location where the shipper, consignee, or the agent of either, is not regularly located, the risk of loss after unloading or delivery shall be that of the shipper and/or consignee, and Maddox shall have no liability or responsibility therefor.

11. At its discretion, Maddox may indirectly or directly sell or dispose of the damaged goods; particularly in situations where the customer has failed to provide disposition instructions within 5 business days from Maddox's written request, in such instances Maddox will consider the goods abandoned. In situations where Maddox's customer has failed to provide disposition of the goods, the customer will be responsible for the balance of the charges not covered by the salvage 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 written claim and proof of ownership. Maddox may apply per diem charges for loss revenue in situations where a trailer is out of service due to customer's failure to provide disposition.

12. In the event of loss or damage to a matched pair or set of items or to a set of related parts or components, Maddox's liability will be limited to compensation for the damaged or lost individual item or component part only.

13. During all periods of time Maddox is instructed by the shipper, consignee, owner or other authorized person to hold a shipment while in transit, and at all times after delivery of the shipment is tendered to the consignee, Maddox's liability shall be that of a warehouseman and not a common carrier.

G. MISCELLANEOUS PROVISIONS

1. The relationship of Maddox to the shipper, consignee and any carrier arranged by Maddox shall at all times be that of an independent contractor.

2. If any term, provision, covenant or condition of this Tariff or any document incorporated by reference is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

3. This Tariff shall be governed by and construed in accordance with applicable federal law governing interstate and foreign commerce and, where there is no applicable federal law, the laws of the state of Oregon. Any action filed in relation to this Tariff or any shipment transported or otherwise serviced by Maddox shall be filed in the Circuit Court for the State of Oregon for Multnomah County or, to the extent allowable under applicable jurisdictional statutes, in the United States District Court for the District of Oregon, Portland Division, which courts shall have exclusive jurisdiction. Shipper, consignee, owner and bill to party

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agree to, and hereby do, submit to the jurisdiction of the courts named above and further consent and agree that the proper venue for any action shall be in Multnomah County, Oregon exclusively.

H. INDEMNIFICATION

If Maddox becomes a party to any litigation regarding the services rendered by reason of any act or omission of the shipper consignee, bill to party, or other beneficiary of Maddox's services, whether or not such person is a party to such litigation, then such person shall be liable to Maddox for all expenses of such litigation, including but not limited to reasonable attorney fees, and shall indemnify Maddox from and against any loss, damage or liability imposed against Maddox in or as a result of the litigation.

I. BILL OF LADING

Maddox's Bill of Lading and Freight Bill set out on the following two pages, is an integral part of these Terms, and is incorporated herein by this reference.

J. 49 USC 14101(b)

Waiver of Statutory Rights Under 49 USC § 14101(b)(1). Limited to the extent there is a conflict with this Tariff, the Combination Bill of Lading and Freight Bill, and the Full Service Quote, the parties expressly waive any and all rights and remedies they, or either of them, may have under 49 USC Subtitle IV, Part B. This waiver is made pursuant to 49 USC § 14101(b)(1), and the parties each understand, acknowledge and intend that the transportation and services provided by Maddox shall not be subject to the waived rights and remedies which conflict with those herein and may not be subsequently challenged on the grounds that they violate the waived rights and remedies. This waiver does not apply to the provisions of those laws governing registration, insurance, or safety fitness and those statutory provisions that do not conflict with those herein.

K. DISCLAIMER

This Tariff and its supplements and/or successive issues are applicable to all services provided by Maddox except as otherwise provided. Rates will be negotiated and set via a separate written agreement and Maddox's Tariff is incorporated therein.

IMPORTANT LEGAL NOTICE:

Maddox's Tariff is subject to change without prior notice. All shipments and services provided are subject to Maddox's Tariff in effect on the date of the shipment. All charges will be assessed on the basis of

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provisions legally in effect at the time of shipment and on the characteristics of the freight actually tendered to Maddox.

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