

ITEM 290 Freezable Protection and Perishable Protection Policies:

Protective service for freezable shipments will be provided at Carrier's discretion on shipments from November 1 through April 30. Freezable protected shipments excepted will not be guaranteed at a certain temperature but protected not to become a solid at temperatures below 10 degrees Fahrenheit, subject to the following:

- a. Suitable equipment is available.
- b. The Bill of Lading must be clearly marked with the notation, "Protect from Freezing".
- c. Outside temperature is forecast to be 10 degrees Fahrenheit or higher.
- d. Protect from Freezing service will be available on Thursdays but at the Carriers discretion may be held for freeze protection based on projected weather forecasts and shipment destination.
- e. Protect from Freezing service will not be available on Fridays or the day before a holiday.
- f. Protect from Freezing service will not be available on shipments requiring appointments.
- g. Protect from Freezing service will not be available on shipments requiring "will call" or "dock pick up".
- h. Protect from Freezing service will not be available on COD and Order Notify shipments.
- i. When Protect from Freezing is requested on mixed shipments, the weight of all articles in the shipment will be considered as requiring protection and will be so rated.
- j. Each package must have the notation "protect from freezing" if the shipment is less than 10,000 lbs.
- k. Carrier's cargo claim liability will be subject to the limits and provisions as provided in the current
- l. PFEF 110 Rules and Regulations Tariff.

Carrier may refuse to accept any shipment where weather forecasts or prevailing road conditions indicate probable highway closures.

Protective service for Perishable shipments will be provided subject to the following:

- a. The Bill of Lading must be plainly and visibly marked "PERISHABLE", "PROTECT FROM THAWING", or with words of a similar nature. The Freight itself must be clearly marked "PERISHABLE"
- b. Perishable shipments will not be accepted after Wednesday, any Holiday or if projected days, not offering transit time that will allow the Carrier to deliver within its scheduled service days.
- c. Perishable shipments must be packed to maintain an adequate temperature to protect the product beyond a 24-hour period of the projected or scheduled delivery.
- d. Performance Freight Systems shall not be liable for loss, damage, delay or other results caused by (1) acts of God, public enemies, public authorities acting with actual or apparent authority of law, quarantine, riots, strikes, civil commotions, hazards or dangers coincident of a state of war(2) the act or default of the shipper or consignee, including any breach of the warranty set forth in Section C above, (3) the nature of the shipment or any defect, characteristic or inherent vice thereof, (4) violations by the shipper or consignee of any of these conditions of contract, (5) compliance or non-compliance with delivery or special instructions for days calculated from the Performance Freight Systems published service matrix.
- e. Perishable shipments will not be accepted when the temperature is actually or forecasted to be Eighty (80) degrees Fahrenheit or more.
- f. Perishable shipments deemed undeliverable between the normal workweek and hours between 8:00 AM and 5:00 PM due to the hours of the consignee will be ineligible for a claim of liability against the carrier.
- g. Perishable shipments requiring appointment delivery or order notify will be exempt from this service and if inadvertently accepted will be returned to the shipper the following day.
- h. The areas of service covered in this policy are as follows, WI, MN, IA, and Chicago, IL. Commercial Zone.
- i. Performance DOES NOT offer any refrigerated services. We will be responsible for any Perishable shipments in the event of spoiling, melting, expiration of materials up to liability of the class and weight of the shipment excluding tare weight, provided all the terms of this item have been met. Additional Insurance can be purchased at an additional cost.
- j. Additional Insurance – Cost of item must be clearly stated on the bill of lading at the time of pick up.

Performance Freight Systems may decline any shipment when weather forecasts or prevailing road conditions indicate likely highway closures.

Performance Freight Systems reserves the right to refuse dispatch of perishable shipments.

The charge for Protect from Freezing or Protective service for Perishable shipments is \$1.20 cwt subject to a minimum charge of \$21.00 per shipment.