**FARREN INTERNATIONAL LLC**

**TARIFF 100 – RULES AND REGULATIONS**

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**ITEM 100. OPERATING AUTHORITY, APPLICATION AND SCOPE**

The rules, rates, charges and provisions set forth in this tariff apply to transportation services in interstate, intrastate or foreign commerce provided by, **H.W. FARREN, LLC**, **FASTWAY, LLC** and **NORTHERN TRUCKING & LOGISTICS, LLC,** each of which is a wholly-owned subsidiary of **FARREN INTERNATIONAL, LLC**, (and shall be collectively referred to in this tariff as "**FARREN**" or "**Carrier**"), to the extent of their operating authorities and rights issued by the Federal Motor Carrier Safety Administration ("FMCSA"), as set forth below:

**H.W. FARREN, LLC**
**USDOT No. 2390017, MC-821485**

**FASTWAY, LLC**

**USDOT No. 2390842, MC-821791**

**NORTHERN TRUCKING & LOGISTICS, LLC (a/k/a N.T.L., LLC)**

**USDOT No. 2390019, MC-821486**

**NORTHERN TRUCKING & LOGISTICS, LLC (a/k/a N.T.L., LLC)**

**FF-012025**

**NOTICE:** Unless otherwise expressly provided in a written contract, agreement or rate quotation signed by an officer of H.W. FARREN, LLC, FASTWAY, LLC or NORTHERN TRUCKING & LOGISTICS, LLC, the rules, rates, charges and provisions set forth in this tariff shall govern and shall be applicable to all services provided by H.W. FARREN, LLC, FASTWAY, LLC or NORTHERN TRUCKING & LOGISTICS, LLC. Drivers, sales persons, other employees and/or agents are not authorized to alter, vary, contradict or waive any provisions set forth herein.

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**ITEM 120. DEFINITIONS**

Unless otherwise provided for herein, the following terms are defined as follows:

"**FARREN**", "**Carrier**", "**we**", "**our**" and "**us**" refer to **H.W. FARREN, LLC, FASTWAY, LLC** and/or **NORTHERN TRUCKING & LOGISTICS, LLC (a/k/a N.T.L., LLC)**, and their respective employees, agents, successors, assigns, divisions, affiliates and any subcontractors.

"**Customer**" means the person, firm or company on whose behalf FARREN has been hired to arrange for transportation and related services, as well as the customer's agents and/or representatives and any principal on whose behalf it is acting.

"**Shipper**" or "**consignor**" means the person tendering goods for transport or storage and the person for whose account goods are being transported or stored, and any and all agents and/or representatives of the Shipper, including, but not limited to, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, and consignees.

"**Consignee**" or "**receiver**" means the person named as the "consignee" on any shipper's instructions, receipt, truck tag, waybill, bill of lading or other document, the owner of the Goods, and all other persons lawfully entitled to possession of the Goods upon delivery.

"**You**" and "**yours**" shall refer to our customer, the shipper/consignor, the receiver/consignee, their employees and agents and to all others with interest in the shipment.

"**Bill of Lading**" or "**BOL**" means a Non-Negotiable Bill of Lading, Delivery Receipt or similar shipping document used to identify shipments.

"**Goods**", "**freight**", "**cargo**", "**items**", "**pieces**", "**products**", "**commodities**" and "**shipment**" refers to articles of every kind or description, including their packaging, containers or other shipping units tendered for transportation, storage and/or delivery as described or identified on the face of the Bill of Lading.

"**Prepaid**" or "**PPD**" is a freight payment term meaning that the charges for transportation and other services rendered at the request of the shipper, or requested by the consignee for the shipper, are to be paid for by the shipper or its designated agent. Notwithstanding the shipper's primary responsibility for payment on a prepaid shipment, both the shipper and consignee are jointly liable for the payment of charges for transportation or other services because both the shipper and consignee receive the benefit of the services.

"**Collect**" or "**COL**" is a freight payment term meaning that the charges for transportation and other services rendered at the request of the consignee, or requested by the shipper for the consignee, are to be paid for by the consignee or its designated agent. Notwithstanding the consignee's primary responsibility for payment on a collect shipment, both the shipper and consignee are jointly liable for the payment of charges for transportation or other services because both the shipper and consignee receive the benefit of the services.

"**Heavy Haul**" means a shipment that is over-dimensional, over-weight and may require permits, escorts, protective services or other special handling, and is otherwise not considered by FARREN to be a truckload or less-than-truckload shipment.

"**LTL**" means a less-than-truckload shipment.

"**TL**" means a truckload shipment.

"**Tariff**" refers to this tariff which shall be published and maintained on CARRIER's website at www.farreninternational.com and are otherwise available upon request.

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**ITEM 130. BILLS OF LADING**

Except as otherwise may be provided herein, all motor carriage performed by Carrier shall be subject to the terms and conditions of the current bills of lading used by Carrier, which shall be available upon request. To the extent there is a conflict between the terms and conditions of this tariff and the bill of lading, the terms and conditions of this tariff shall control and govern. Shipments moving under a bill of lading prepared by the shipper or a bill of lading other than the Carrier's bill of lading as required herein are not recognized by Carrier as an authorized bill of lading, and the driver's signature on such unauthorized bill of lading will acknowledge receipt of the freight only. Such non-authorized bills of lading are not a contract of carriage and Carrier will not be subject to its terms and conditions. Continued use of unauthorized bills of lading by shipper will not, and does not, constitute an implied acceptance or ratification by Carrier.

**ITEM 140. BROKERING OF FREIGHT**

FARREN operates a brokerage division under the following authorities issued by the FMCSA:

- **H.W. Farren, LLC** is registered with the FMCSA as a transportation property broker under Docket No. MC-841340 and is licensed to arrange with motor carriers for the transportation of freight in interstate and foreign commerce.
- **Fastway, LLC** is registered with the FMCSA as a transportation property broker under Docket No. MC-850664 and is licensed to arrange with motor carriers for the transportation of freight in interstate and foreign commerce.
- **Northern Trucking & Logistics, LLC** (a/k/a N.T.L., LLC) is registered with the FMCSA as a transportation property broker under Docket No. MC-448109 and is licensed to arrange with motor carriers for the transportation of freight in interstate and foreign commerce.

In the event FARREN lacks capacity to transport shipments tendered to FARREN, or upon Customer's request, or otherwise in FARREN's discretion decides to utilize the services of another carrier, FARREN is authorized to utilize the services of its brokerage division to arrange for the transportation of such shipments. Any shipments that are brokered by FARREN shall be subject to the Terms and Conditions for Broker Services published by FARREN, which are in effect on the date the brokerage service is rendered, and are available upon request.

**Item 150. Non-Solicitation of Farren Employees**

During the time that any Customer utilizes the services of Farren and for a period of one (1) year after the Customer ceases using Farren's services, no Customer shall solicit, hire or engage any of Farren's employees, who became known to Customer as a result of the services provided by Farren and/or Customer's relationship with Farren. In the event Customer violates or breaches this non-solicitation provision, Customer shall be liable to Farren for damages equal to one hundred twenty (120%) percent of the annual salary paid to the employee by Customer for the first year employed by Customer, plus reimbursement of any associated costs and expenses incurred by Farren on behalf of the employee (e.g., automobile, relocation, housing, etc.) within a period of one year prior to the date of the violation or breach of this provision.

**ITEM 200. APPLICATION OF RATES**

Except as may otherwise be provided in a written contract or pricing agreement between Carrier and its Customer, all rates, charges and pricing for transportation or related services shall be agreed upon in advance and documented in writing in the form of an email, facsimile, rate quote, or other rate confirmation issued by Carrier. Rates and charges may be established or amended verbally, provided that such rates and charges are promptly documented by an email, facsimile, rate quote or other rate confirmation issued by Carrier. Under no circumstances will any rates, charges or pricing be considered guaranteed for a particular period unless specifically agreed to in writing.

**ITEM 210. FREIGHT CHARGES – PREPAID OR COLLECT**

A. Shipments will be accepted with freight payment terms stated as prepaid (or PPD) or collect (for COL), or when requested by the shipper or the consignee and subject to approval by FARREN, the charges will be billed to a third party. If the third party should refuse or fail to pay FARREN's charges for any reason, liability for payment shall revert to the shipper or consignee whichever requested third party billing.

B. All requests for changes in type of billing after delivery must be accompanied by a guarantee in writing of payment by the new payer and a fee of $10.00 per revision will be assessed. Revisions will not be allowed when a reduction in the original rates occurs as a result of the change.

**ITEM 220. INVOICING AND PAYMENT OF CHARGES**

A. FARREN will invoice Customer for all freight and accessorial charges promptly upon delivery. Customer understands that certain accessorial charges (e.g., detention, re-delivery, etc.) may not be identified at the time of initial rate confirmation, and may be included in a subsequent or final invoice.

B. Invoices for transportation, accessorial and related charges shall be due and payable upon receipt, or at FARREN's discretion on a "cash" or "collect" basis, unless you have established credit with FARREN. FARREN's standard credit period for the payment of invoices for transportation, accessorial and related charges applicable to all customers that have established credit with FARREN shall be thirty (30) calendar days from the date of its invoice, except as otherwise provided for herein or agreed upon in writing.

C. Invoices for duties, taxes and other charges advanced by FARREN, to the extent such charges are invoiced separately, are due and payable upon receipt of our invoice, unless otherwise agreed upon in writing. If transportation charges and charges advanced by FARREN appear on the same invoice, all charges are due upon receipt of the invoice, unless otherwise agreed upon in writing.

D. Regardless of whether a shipment is billed prepaid, collect or to a third party, the customer, shipper, and consignee shall be jointly and severally liable for all transportation or related charges, plus any duties, taxes or other charges advanced by FARREN, including any costs or expenses incurred in returning your shipment or storing your shipment.

E. In the event payment of invoices is not received within thirty (30) calendar days, or such other agreed upon credit period, such invoices will be considered past due and any payments made thereafter shall be considered a late payment. Past due invoices and late payments shall be subject to an interest charge of 1.5% per month added to all outstanding amounts (subject to a minimum interest charge of $25.00). In the event it becomes necessary to commence a lawsuit to recover past due invoices or late payments, we will be entitled to recover interest on the past due amounts, plus reasonable attorneys' fees and costs incurred in the collection of these invoices.

F. Nothing herein shall limit the right of FARREN to require prepayment or a guarantee of the transportation or other charges at the time of shipment or prior to delivery.

G. Claims by Customer or FARREN related to overcharges, undercharges or disputed invoices must be filed in writing within one hundred eighty days (180) days from the date of receipt of the bill in accordance with 49 U.S.C. 13710 or shall be deemed waived.

H. Any civil action to recover freight charges, overcharges or undercharges related to services provided by FARREN must be commenced within eighteen (18) months from the date the shipment is delivered or tendered for delivery in accordance with 49 U.S.C. 14705.

**ITEM 230. LIENS ON SHIPMENTS**

Carrier shall have a lien on the shipment for all sums due and payable to Carrier including past due charges. In the event of non-payment of any sum payable to us, the shipment may be held by us and be subject to storage and/or disposed of at public or private sale, with notice to shipper or consignee, paying us out of the proceeds of such sale all sums due and payable to us including storage charges. The shipper and/or consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment.

**ITEM 240. NO RIGHT TO OFFSET**

SHIPPER SHALL NOT HAVE ANY RIGHT TO OFFSET OR DEDUCT UNPAID TRANSPORTATION OR OTHER CHARGES DUE AND OWING TO CARRIER AGAINST UNPAID CLAIMS FOR LOSS OR DAMAGES, CLAIMS FOR OVERCHARGES, OR ANY OTHER CLAIMS ASSERTED AGAINST CARRIER. CARRIER IS NOT OBLIGATED TO ACT ON ANY CLAIM UNTIL ALL TRANSPORTATION CHARGES ARE PAID IN FULL.

**ITEM 300. LIMITATION OF LIABILITY – GENERAL APPLICATION**

Except as otherwise provided in written contracts or pricing agreements or where Customer has declared a value and paid an additional charge for excess liability coverage, in the event of loss and/or damage to any shipment, Carrier's liability shall be limited to the lesser of:

(1) the actual value of the freight;

(2) $1.00 per pound per piece, subject to a maximum of $5,000,000.00 on LTL shipments; or

(3) $5,000,000.00 per TL shipment.

Goods tendered to FARREN with an actual value in excess of the above limits of liability shall be considered to be of extraordinary value. Goods accepted with an actual value exceeding the above limits of liability will be considered to be released by the shipper at the lowest applicable limit of liability above.

The maximum declared or excess valuation is $5,000,000.00 per shipment. Declared or excess valuation shall not exceed the actual value of the shipment.

A declared or excess value of more than $5,000,000.00 is only available when Shipper receives prior written authorization from a Corporate Officer of FARREN.

**ITEM 310. LIMITATION OF LIABILITY – HEAVY HAUL SHIPMENTS**

Except as otherwise provided in written contracts or pricing agreements, in the event of loss and/or damage to any Heavy Haul shipment, Carrier's liability shall be limited to the lesser of the actual value of the shipment or $5,000,000.00.

A declared or excess value of more than $5,000,000.00 on a Heavy Haul shipment is only available when Shipper receives prior written authorization from a Corporate Officer of FARREN.

**ITEM 320. LIMITATION OF LIABILITY – CANADIAN SHIPMENTS**

In the event of loss or damage to any shipment to or from any Canadian intra-provincial or inter-provincial shipment and/or any interstate shipment to the U.S. originating from Canada where the loss or damage occurs within Canada, Carrier's liability shall be limited to $2.00 (CDN) per pound or $4.41 (CDN) per kilogram multiplied by the weight of each piece(s) of the shipment which may have been lost or damaged, or the actual value of such piece(s), whichever is less, unless you declare a higher value for carriage and pay an additional charge for excess liability, subject to a maximum of $100,000 (CDN) per shipment. If Shipper declares a higher value and pays an additional charge Carrier's liability will be the lesser of the declared value or the actual value of the shipment. Determination of our limit of liability on any shipment shall be based on the weight of the package or packages lost or damaged.

**ITEM 330. LIABILITIES NOT ASSUMED**

A. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL FARREN BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT FARREN HAD ANY NOTICE OR KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

B. Except as may otherwise be prohibited by law, Carrier shall not liable to the shipper or to any other person for any mis-delivery, missed pickup, non-delivery, delay, damage or loss of whatever nature arising out of or in connection with the shipment or other services performed by us, unless such damage is proven to have been caused by our negligence and there has been no contributory negligence on the part of the shipper, consignee or other claimant.

C. Without limiting the generality of Sub-Section B above, Carrier shall not be liable for any loss, damage, mis-delivery, non-delivery, or other result caused by or resulting in:

1. The act, default or omission of the shipper, consignee or any other party claiming an interest in the shipment including, but not limited to, incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of your shipment, or for the acts or omissions of the recipient.
2. The nature of the shipment or any defect, characteristics or inherent fault thereof.
3. Failure of the shipper or consignee to observe any of the rules contained in this tariff.
4. Acts of God, weather conditions, mechanical delay of aircraft or other equipment failures, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of custom officials, authority of law, quarantine, war, riots, strikes or civil commotion.
5. Acts or omissions of any person other than Carrier, including delivery instructions from the shipper or consignee complied with by us.
6. We cannot guarantee delivery by a specific time or date and shall not be liable for special or consequential damages due to delay, mis-delivery or non-delivery. Our liability shall be limited to a refund of the shipping charges in the event of a delay.
7. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
8. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
9. Shipments released without obtaining a signature at residential addresses, and at nonresidential addresses if a signature release is on file.

D. In no event shall Carrier's liability exceed the limitations of liability provisions otherwise set forth in this tariff.

**ITEM 340. HAZARDOUS MATERIALS, WASTE AND DANGEROUS GOODS**

A. Shipper must notify Carrier in advance of any shipment that will consist of hazardous materials, waste or dangerous goods ("**HazMats**") and provide details of the type of HazMats to be shipped with Carrier. At all times, Carrier reserves and retains the right to refuse any shipment of HazMats.

B. HazMats means those commodities, which are transported in accordance with the provisions set forth in the rules and regulations in:

1. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto or reissues thereof.
2. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto or reissues thereof.
3. The International Civil Aviation Organization ("ICAO") "Technical Instructions for the Safe Transport of Dangerous Goods by Air" published by ICAO, revisions thereto or reissues thereof.
4. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.

C. If Carrier accepts for transport the shipment, then the shipper must comply with all of the rules and regulations set forth in:

1. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto and reissues thereof.
2. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto and reissues thereof.
3. The International Civil Aviation Organization ("ICAO") "Technical instructions for the Safe Transport of Dangerous Goods by Air" published by ICAO, revisions thereto or reissues thereof.
4. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.

D. If the shipment contains HazMats, the shipper shall have the responsibility to so state on the bill of lading.

E. All shipments of HazMats will be assessed a minimum service charge of $50.00 per shipment for handling and transportation of such goods in addition to all other applicable charges.

F. Shipper shall be responsible for properly packaging and loading shipments of HazMats. In the event of loss or damage to other cargo, Carrier's equipment, or other property due to leaking, faulty packaging, improper loading, or securing of the shipper=s cargo, due to no fault of Carrier, shipper shall be responsible for payment for all such loss or damage, including any clean-up costs caused by such cargo.

**ITEM 350. CONCEALED DAMAGES**

If the consignee accepts a shipment without noting any damage on the delivery receipt, bill of lading, delivery manifest, or other delivery document, it will be presumed that the package was delivered in good order and condition and any loss or damage reported thereafter shall be considered concealed damage. All concealed damage must be reported to Carrier upon discovery and a request for inspection by the Carrier's representative made. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail, facsimile or email. While awaiting inspection by Carrier, the consignee must hold the shipping container, original shipping carton(s), packing and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

If more than one (1) day passes between date of delivery and date of report of concealed loss or damage and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the Carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by Carrier. All claims for concealed loss or damage reported to Carrier more than 5 days from the date of delivery will be presumed to have occurred after delivery and such claims will be declined, unless it can be proven that the loss or damage occurred in transit.

**ITEM 400. FILING OF FREIGHT LOSS OR DAMAGE CLAIMS**

A. As a condition precedent to recovery, all claims for loss or damage must be filed in writing with Carrier within nine (9) months from the date of delivery of the shipment or, in the case of

non-delivery, within nine (9) months after a reasonable time for delivery has elapsed (fifteen (15) days beyond the estimated or expected delivery date shall be deemed a reasonable time for delivery). Each claim must contain sufficient information to identify the shipment, the nature of the loss or damage and the amount of damages. A "notice of intent to file a claim" or any similar such notice shall not constitute a claim hereunder. In the event you fail to file a claim in writing and/or within the time limits prescribed herein, Carrier shall have no liability for such claim and no further action may be brought against Carrier.

B. Any civil action brought against Carrier to recover a loss or damage claim must be commenced no later than two years and one day from the day when written notice is given by Carrier to the claimant that the claim or any part or parts of the claim have been disallowed or declined. In the event a civil action is not brought within the time limits prescribed herein, such civil action will be time-barred and Carrier shall have no liability for such claim.

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**ITEM 410. REFUSED OR UNDELIVERABLE FREIGHT**

A. If the consignee rejects or refuses to accept delivery of the shipment tendered by Carrier or if Carrier is unable to deliver the shipment, due to no fault or mistake of Carrier, the shipment may be returned to the point of origin upon prompt request of the Shipper, at the cost and expense of the Shipper, subject to the applicable rate for the reverse direction of the shipment in effect on the date the shipment is tendered for return. In the absence of prompt instructions to return the shipment, the shipment will be deemed on-hand goods and Carrier's liability shall become that of a warehouseman. Thereafter, Carrier shall attempt to provide notice, by telephonic or electronic communication, to the shipper or other party, if any, designated to receive notice on the bill of lading. Storage charges shall begin to accrue within 48 hours following the attempted notification by Carrier. Storage may be, at the Carrier's option, in any location that provides reasonable protection against loss or damage. Carrier may place the shipment in public storage at the owner's expense and without liability to the Carrier.

B. If Carrier does not receive disposition instructions within 48 hours from the time of Carrier's attempted first notification, Carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if Carrier does not receive disposition instructions within 10 days of that notification, Carrier may offer the shipment for sale at a public auction and Carrier has the right to offer the shipment for sale. In the event the goods are sold, the proceeds of the sale will be applied first to Carrier's invoice for transportation, storage and other lawful charges. The owner of the goods will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be remitted to the owner of the property sold hereunder, upon claim and proof of ownership.

C. Where Carrier has attempted to follow the procedure set forth in sub-Sections A and B above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of Carrier, at its option, to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, Carrier may dispose of goods to the best advantage.

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**ITEM 420. DIVERSION OR RECONSIGNMENT**

Shipments moving under this tariff may be diverted or reconsigned in transit or after arrival at billed destination subject to the following provisions:

1. The diversion or reconsignment instructions must be confirmed in writing to Carrier.

2. Carrier may assess a surcharge for diversion or reconsignment of freight.

3. Carrier may re-calculate the freight charges applicable to delivering the shipment to a destination that is different than originally agreed upon.

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**ITEM 430. SHIPPER'S LOAD & COUNT**

If Shipper loads and seals the freight in or on the trailer and Carrier does not have the opportunity to count the freight being loaded and the seal is intact upon delivery, Carrier shall be absolved from any liability for shortages or any damage to the freight except when proximately caused by independent action of Carrier. Such absolution of liability will also occur if (i) the seal is broken at the direction and under the supervision of an agent the shipper or consignee, or (ii) trailers are preloaded and the adequacy of loading or count of such trailer is not practical by a representative of Carrier. Carrier may break the seal on a trailer if, upon Carrier's determination or that of its operator or other representative, it becomes reasonably necessary to do so to inspect, reposition, or protect the freight or Carrier's equipment or to comply with federal, state, municipal, or provincial laws, rules, and regulations. Shipper's consignee may not refuse delivery of a shipment solely because the seal on a trailer is broken.

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**ITEM 440. ROUTING AND RE-ROUTING**

Carrier has complete freedom in choosing the means, route and procedure to be followed in handling, transportation and delivery, unless express instructions in writing are received from the customer.

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**ITEM 500. APPLICABLE LAW AND FORUM**

To the extent not governed by the Interstate Commerce Act or other applicable federal law, all disputes, claims or actions arising hereunder, which are not subject to arbitration, shall be governed by, construed and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of laws principles. All actions, suits or proceedings arising hereunder shall be brought in the U.S. District Court for the District of New Jersey, County of Morris, or, in the absence of federal jurisdiction, the appropriate state court in the State of New Jersey, County of Morris; and you hereby agree and consent to the jurisdiction and venue of such court for all purposes, including the taking of depositions.

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**ITEM 510. ARBITRATION OF CLAIMS**

Any controversy, claim or dispute that cannot be resolved between the parties arising out of the services provided by FARREN to Customer, where the amount in controversy is for monetary damages of less than $10,000, shall be submitted to the Transportation Arbitration Board, Inc. for binding arbitration under that organization's Rules and Procedures and the Arbitrator's decision shall be final and binding.

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**ITEM 520. FORCE MAJEURE**

FARREN shall not be liable for any inability or failure to provide requested transportation services to Customer if caused by fire, strikes or labor disputes, riot, war, Act of God, governmental order or regulation, or other similar contingency beyond the reasonable control of the respective parties.

**TARIFF No. 100 subject to change without notice. These Terms and Conditions supersede and replace all previous Terms and Conditions for Broker Services published by Farren International LLC and/or its wholly-owned subsidiaries.**

**ISSUED BY:**

**H.W. FARREN, LLC**
**FASTWAY, LLC**
**NORTHERN TRUCKING & LOGISTICS, LLC**

**CORPORATE HEADQUARTERS**

1881 Route 46 Ledgewood,
New Jersey 07852 Tel. 800-
253-3203

**NEW YORK OFFICE**

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OPERATING AUTHORITY, RULES AND REGULATIONS
APPLICABLE TO INTERSTATE, INTRASTATE AND FOREIGN COMMERCE