

Original Title Page

Correction No. 0

Issued: Jan. 1, 2008

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EXPRESS TRANSPORT

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MC # 280361

RULES TARIFF No. 100

NAMING

RATES, RULES AND REGULATIONS

FOR the TRANSPORTATION of COMMODITIES,
(Except Household Goods)

BETWEEN POINTS IN	AND POINTS IN
THE UNITED STATES and CANADA	THE UNITED STATES and CANADA

This Rules Tariff shall govern the carrier's Bill of Lading unless specifically overridden in a contract signed by the carrier.

This Tariff Cancels and Replaces ALL of the Carrier's Earlier Dated Rules of Operation.

For Reference to Governing Publications, Refer to Item 100.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
EXPRESS TRANSPORT
21320 84th Ave. S.
Kent, WA 98032

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EXPRESS TRANSPORT
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EXPRESS TRANSPORT	
ISSUED: Mar. 1, 2011	Revision 2
	Correction No. 43
	EFFECTIVE: Mar. 1, 2011
SUBJECT	ITEM
Abbreviations, Explanation of	Section 3, Last Page
Absorption of Port, Rail Head and Other Charges and Advancing Charges	300
Application of Rates – General	160
Application of Tariff	150
Arrival Notices	§ 325
Bills of Lading (General)	360
Bills of Lading (Contract Terms and Conditions)	2100
Canadian Border Crossing Fees	§ 370
Canceling Original and Revised Pages, Method of	382
Capacity Loads – Overflow as a Separate Shipment	390
Check Sheet	Page 1
Claims and Overcharges	407
C.O.D. (Collect on Delivery) Shipments	430
Colon, Explanation and Use of	450
Collection of Charges	435
Consequential Damage Disclaimer	410
Construction Site Pickup or Delivery	§ 452
Conventions / Exhibition Center	455
Custom Bond Shipments	460
Customs Delays	500
Damaged Goods – Allowable Repair Labor Rates	605
Deadhead Mileage Charge	470
Definition of Terms	110
Delivery at Destination Without Receipt	485
Detention – Demurrage – Delays to Equipment and Subsistence Charges	500
Detention Without Power Units	510
Dimensional Weight	990
Emergency Trip	515
Equipment – Use of Mechanical or Special Equipment	520
Exclusive Use of Vehicle	550
Extra Drivers in Sleeper Cab Service	560
Extra Labor	561
Ferry & General Delay	500
Fractions, Disposition of	565
Freight Bill Corrections	568
Fuel Surcharge	105
Governing Publications	100
Hazardous Materials Handling	569
Holidays, Legal	110

(Continued on next page)

For explanation of abbreviations and reference marks not explained on this page, see last page.

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EXPRESS TRANSPORT	
ISSUED: Mar. 1, 2011	Revision 2
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SUBJECT	ITEM
Impracticable Operation	570
Inside Delivery	§ 573
Licenses – Temporary Highway	575
Lift Gate Delivery Fee	585
Limitation of Liability	600
Maximum Charge	630
Mixed Shipments	642
Over Dimension Freight	670
Payment of Freight Charges	720
Marking, Tagging, Sorting or Freight Segregation	620
Maximum Charge	630
Mixed Shipments	642
Over Dimension Freight	670
Payment of Freight Charges	720
Permits, Special	740
Pickup or Delivery Above or Below the Entry Floor	751
Pickup or Delivery on Saturdays, Sundays, Holidays	754
POD – Proof of Delivery	784
Prohibited or Restricted Articles	780
Protection from Heat or Cold, Protective Service	810
Reconsignment or Diversion	§840
Redelivery, Return Shipments, and Storage	860
Reference Marks Used in Tariff, Explanation of	Section 3, Last Page
References to Other Publications, Items, Pages	870
Residential Delivery	880
Shipper's Load and Count – SL&C	884
Sorting & Segregation Service	§886
Special Charges – Bridge and Ferry Charges, Tolls	890
Subsistence Charges, Driver Overnight	500
Summary Invoices	910
Tarping Charge	930
Unpaved Roads	500
Vehicles Furnished, But Not Used	985
Weights – Gross Weights Used	991
Weights – Minimum Lineal Foot Requirements	992
Weights in the Calculation of Pallet Rates	993

For explanation of abbreviations and reference marks not explained on this page, see last page.

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CHECK SHEET

All of the pages contained in this Tariff are listed consecutively. REV# indicates Revision Number. COR# indicates Correction Number. The pages of this Tariff, and the supplements to this Tariff, listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "O" in the REV# and COR# columns indicate an Original Page.

PAGE	REV#	COR#	PAGE	REV#	COR#	PAGE	REV#	COR#	PAGE	REV#	COR#
Title	0	0	6	1	47	13	5	50	20	3	53
Index	2	43	7	1	31	14	4	36	21	2	55
1	▲8	56	8	0	0	15	3	51	22	0	0
2	3	6	9	3	48	16	2	25	23	0	0
3	0	0	10	▲4	57	17	2	52	24	0	0
4	1	45	11	0	0	18	3	38	Last	2	17
5	1	46	12	2	34	19	1	39	Speed	6	54

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■ 2nd Revised Page

Correction No. 6

EFFECTIVE: February 29, 2008

SECTION 1

RULES

ITEM

GOVERNING PUBLICATIONS

For mileage purposes, this Tariff is governed by odometer miles, unless so stated otherwise.

100

This Tariff is also governed by National Motor Freight Traffic Association, Inc., Agent, National Motor Freight Classification, NMF 100, supplements thereto and subsequent re-issues thereof..

FUEL SURCHARGE

105

The following table lists the fuel surcharge to be applied given the applicable West Coast On-highway Self Service Diesel Price as provided by the U.S. Department of Energy.

When the fuel price is at least...	then apply the surcharge below:		When the fuel price is at least...	then apply the surcharge below:	
	LTL (less than 10,000 lbs)	TL (10,000 lbs or more)		LTL (less than 10,000 lbs)	TL (10,000 lbs or more)
\$ 2.00	9.5 %	13.5 %	\$ 3.30	22.5 %	26.5 %
\$ 2.05	10.0 %	14.0 %	\$ 3.35	23.0 %	27.0 %
\$ 2.10	10.5 %	14.5 %	\$ 3.40	23.5 %	27.5 %
\$ 2.15	11.0 %	15.0 %	\$ 3.45	24.0 %	28.0 %
\$ 2.20	11.5 %	15.5 %	\$ 3.50	24.5 %	28.5 %
\$ 2.25	12.0 %	16.0 %	\$ 3.55	25.0 %	29.0 %
\$ 2.30	12.5 %	16.5 %	\$ 3.60	25.5 %	29.5 %
\$ 2.35	13.0 %	17.0 %	\$ 3.65	26.0 %	30.0 %
\$ 2.40	13.5 %	17.5 %	\$ 3.70	26.5 %	30.5 %
\$ 2.45	14.0 %	18.0 %	\$ 3.75	27.0 %	31.0 %
\$ 2.50	14.5 %	18.5 %	\$ 3.80	27.5 %	31.5 %
\$ 2.55	15.0 %	19.0 %	\$ 3.85	28.0 %	32.0 %
\$ 2.60	15.5 %	19.5 %	\$ 3.90	28.5 %	32.5 %
\$ 2.65	16.0 %	20.0 %	\$ 3.95	29.0 %	33.0 %
\$ 2.70	16.5 %	20.5 %	\$ 4.00	29.5 %	33.5 %
\$ 2.75	17.0 %	21.0 %	\$ 4.05	30.0 %	34.0 %
\$ 2.80	17.5 %	21.5 %	\$ 4.10	30.5 %	34.5 %
\$ 2.85	18.0 %	22.0 %	\$ 4.15	31.0 %	35.0 %
\$ 2.90	18.5 %	22.5 %	\$ 4.20	31.5 %	35.5 %
\$ 2.95	19.0 %	23.0 %	\$ 4.25	32.0 %	36.0 %
\$ 3.00	19.5 %	23.5 %	\$ 4.30	32.5 %	36.5 %
\$ 3.05	20.0 %	24.0 %	\$ 4.35	33.0 %	37.0 %
\$ 3.10	20.5 %	24.5 %	\$ 4.40	33.5 %	37.5 %
\$ 3.15	21.0 %	25.0 %	\$ 4.45	34.0 %	38.0 %
\$ 3.20	21.5 %	25.5 %	\$ 4.50	34.5 %	38.5 %
\$ 3.25	22.0 %	26.0 %	\$ 4.55 and over	Add 0.5% for each 5 cent increment	

The surcharge will apply to the transportation charges derived from the application of rates and minimum charges in the tariff and be subject to a weekly adjustment, effective each Monday, the same day the DOE updates the fuel prices. Fuel surcharge will be subject to a Minimum Surcharge of \$1.00 per shipment. The DOE fuel price information is available 24 hrs at 202-586-6966 or at:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

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SECTION 1

RULES

ITEM

DEFINITIONS

110

- (1) The term "Delivery", as used herein, means the service of the carrier in delivering freight to dock, platform or unloading area directly accessible to trucks at consignee's designated point of delivery.
- (2) The term "Pickup", as used herein, means the service of carrier in calling for and collecting freight at dock, platform or doorway directly accessible to trucks at consignor's residence, warehouse, factory, store or similar place of business, and receipting therefor.
- (3) The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.
- (4) The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.
- (5) The term "Regular Working Day" shall mean any eight hour working period broken by not less than ½ hour, nor more than 1 hour, and NOT requiring overtime or holiday pay.
- (6) The term "Shipment", as used herein, means a lot of freight received from one shipper, on one Bill of Lading, at one place, at one time, for delivery to one consignee at one destination.
- (7) The term "Ton", as used herein, means a ton of 2,000 pounds, except where otherwise specifically provided.
- (8) The term "Legal Holiday" as used herein is defined as:
 - 📅 New Years Day – Jan. 1
 - 📅 Presidents' Day – The 3rd Mon. in Feb.
 - 📅 Memorial Day – The last Mon. in May
 - 📅 Independence Day – July 4
 - 📅 Labor Day – The 1st Mon. in Sept.
 - 📅 Thanksgiving Day – The 4th Thurs. in Nov.
 - 📅 Day after Thanksgiving Day
 - 📅 Christmas Eve – Dec. 24
 - 📅 Christmas Day – Dec. 25

📅 When a holiday referring hereto falls on a Sunday, the following Monday will be treated as the holiday.

Accessorial services performed on holidays are at **150%** of the charges named herein. Also see Item 754 of this Tariff for provisions governing pickups on Saturdays, Sundays or Holidays.

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SECTION 1	
RULES	
APPLICATION of TARIFF	
<p>The rates and provisions referencing this Tariff, or as amended, are limited in their application on Interstate or Foreign Commerce and Intrastate Commerce to the extent of the Carrier's operating authority.</p>	150
<p style="text-align: center;"><u>APPLICATION of RATES, GENERAL</u></p> <p>Except as otherwise specifically provided, rates referencing this Tariff:</p> <ol style="list-style-type: none"> 1: Are named in cents per unit specified; 2: Include one pickup and/or delivery for each shipment; 3: Do NOT include loading into NOR unloading from carrier's equipment.; 4: Are for truck and driver ONLY; 5: Are named and payable in lawful money of the United States; 6: Do NOT include the return of pallets or dunnage; 7: Apply within a fifteen (15) air mile radius of cities, towns, and other locations named; 8: Do NOT include traveling over unpaved roads; 9: Are for shipments with maximum dimensions of: <ol style="list-style-type: none"> A: 14 feet in height from the ground to the top of the load; B: 60 feet in length; C: 8 feet 6 inches in width. 10: Do NOT include pickup, delivery or accessorial services on Saturdays, Sundays or Holidays. (See Definition of Holidays and provisions for service on same in Item 110 and Item 754.) 	160
<p style="text-align: center;"><u>ABSORPTION of PORT, RAIL HEAD and OTHER CHARGES and ADVANCING CHARGES</u></p> <p>The carrier will not absorb Port or Rail Head or Yard charges of any sort or other accessorial charges or labor costs. When not addressed elsewhere in this publication, 110% of any such charges incurred will be assessed the payer of the freight charges, provided the requested or required services or extra labor is available. Such charges include but are not limited to:</p> <ol style="list-style-type: none"> 1: Port or rail head charges; 2: Bridge, ferry, road, tunnel and turnpike tolls or charges 3: Transceiver "Fax" fees or electronic mail access fees. 	300
<p style="text-align: center;"><u>ARRIVAL NOTICES</u></p> <p>When the carrier is required to call on arrival or notify of an appointment for pickup or delivery, the shipment will be assessed an additional \$ 12.00 per call.</p>	325 \$
<p>For explanation of abbreviations and reference marks not explained on this page, see last page.</p>	
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SECTION 1

RULES

ITEM

BILL of LADING, GENERAL

360

This Rules Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. This Rules Tariff contains the Terms and Conditions specifically governing the Bill of Lading, Loss and Damage Claims, Overcharges, Undercharges and related matters. Refer exclusively to this Rules Tariff to determine the process and time limitations in effect. If there is a conflict between the carrier's Tariffs and Contracts and any governing publication, or any bill of lading or other shipping document prepared in connection with a shipment, the carrier's Tariffs and Contracts will control and govern the movement of goods.

Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading as governed by the carrier's Rules Tariff and Contracts in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with titles of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate bill of lading referencing such terms and conditions. NO other person(s) are authorized. Where a bill of lading other than the carrier's bill of lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by the carrier.

All references made to Rates or "Rates on File" mean rates contained in the carrier's files. Such rates shall be available to shippers on request to the extent that they apply to the shipper.

Any alteration, addition or erasure in the carrier's bill of lading which is made without the special notation thereon of the agent of the carrier issuing this bill of lading, shall be without effect, and the bill of lading shall be enforceable according to its original tenor.

Please also see Section 2 of this Rules Tariff, "Bill of Lading Contract Terms and Conditions".

▲ Item 350 has been deleted.

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SECTION 1	
RULES	
ITEM	
<u>CANADIAN BORDER CROSSING FEES</u>	370
<p>Shipments crossing the US/Canadian border will be assessed the following fees, in addition to all other applicable rates and charges:</p> <p><u>BOND CHARGE:</u> \$ 90.00 Flat Fee</p> <p><u>DISTANCE RATES:</u> On shipments moving exclusively under distance rates, an additional charge of seven (7) cents per 100 pounds will be assessed.</p> <p><u>SECURITY FEE:</u> \$ 17.00 Flat Fee</p>	\$
<u>CANCELING ORIGINAL and REVISED PAGES, METHOD of</u>	382
<p>When this Tariff or Tariffs governed by this Tariff are amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice, (See Exception).</p> <p>Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.</p> <p>Examples: "First Revised Page 1" will have the effect of canceling Original Page 1; "4th Revised Page 2" will have the effect of canceling 3rd Revised Page 2 and also 2nd Revised Page 2 as well as any earlier version of Page 2.</p> <p>EXCEPTION: This Tariff's Index will be updated as a single unit. No distinction will be made between different Pages of the Index. The Revision Number of any Page of the Index will indicate the Revision Number of the Entire Index.</p>	
<u>CAPACITY LOADS – OVERFLOW as a SEPARATE SHIPMENT</u>	390
<p>The minimum weight specified applies in connection with each vehicle used to transport the shipment.</p> <p>That portion of the shipment which can be loaded into a vehicle will be charged for at the actual weight loaded, or the applicable minimum weight. The remaining portion of the shipment which can not be loaded into said vehicle will be charged for as a separate shipment.</p>	
<p>Item 406 has been deleted.</p>	
<p>For explanation of abbreviations and reference marks not explained on this page, see last page.</p>	
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SECTION 1

RULES

	ITEM
<p style="text-align: center;"><u>CLAIMS and OVERCHARGES</u></p> <p>As a condition precedent to recovery, claims and suits must be accompanied by the original paid bill for transportation, (or a copy of same notarized as identical) and must be filed in writing with the carrier as follows:</p> <ol style="list-style-type: none"> 1: Such claims must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port or export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. Claims for damaged goods or hidden damage require that all damaged goods and packing materials be kept in received condition for inspection by the carrier. Packaging which is insufficient to protect goods from the normal rigors of transportation will invalidate damage claims. 2: Maximum carrier liability is limited as provided in "Limitation of Liability" and in the Bill of Lading Terms and Conditions Appendix of this Rules Tariff. 3: Shipments governed by this publication are to be transported with normal and reasonable dispatch in time for no particular market. 4: Suits for overcharges shall be instituted against any carrier no later than 18 months from the date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will NOT be paid. 5: Suits for undercharges shall be instituted against the shipper, consignee, or payer of the freight charges no later than 18 months from the post mark date when written notice is sent to the carrier by the party responsible for freight charges that such party has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the party responsible for freight charges shall NOT be liable, and such claims need Not be paid. 6: Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the post mark date when written notice is sent by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier shall NOT be liable, and such claims will Not be paid. 7: Duplicate billing issues shall be resolved in accordance with State Laws in effect in the state containing the carrier's principle place of business. 8: All disputes shall be initiated and settled with respect to venue within the County containing the carrier's principle place of business. <p>This Tariff is an integral part of the Bill of Lading Contract and of all contractual relationships of the carrier. Also Refer to Section 2 of this Tariff for additional Terms and Conditions specifically governing the Bill of Lading.</p>	<p>407</p>

<p style="text-align: center;"><u>CONSEQUENTIAL DAMAGE DISCLAIMER</u></p> <p>Carrier will not be liable for:</p> <ol style="list-style-type: none"> 1. Any special, incidental, or consequential damages (including damages resulting from loss, damage or delay to shipment) 2. Commercial loss of any kind (including damage to business reputation or loss of business or profits) 3. Loss, damage, or expenses directly or indirectly arising from the provision of carrier's service including failure to make a timely delivery, short delivery, or non-delivery by the carrier, whether or not carrier has been advised of the possibility of such damage or loss 4. Including but not limited to, any penalties, fines, charge back's, fees, loss of profits or income assessed by the shipper, consignee, or third party for failure to provide services up to and including specific transit times, scheduled deliveries, or failure for transfer of documentation (inclusive but not limited to packing lists or customs forms) and/or information from consignor to consignee 	<p>410 §</p>
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SECTION 1

RULES

C. O. D. SHIPMENTS

ITEM

430

The charges of the destination carrier for collecting and remitting the amount of each COD bill collected on shipments consigned COD as prescribed herein will be as follows:

When the COD amount collect is...		Charge for collecting & remitting
Over	But Not Over	
Not over \$ 350.00	---	\$ 25.00
\$ 350.00	\$ 400.00	\$ 25.89
\$ 400.00	\$ 450.00	\$ 27.09
\$ 450.00	\$ 500.00	\$ 28.45
\$ 500.00	\$ 550.00	\$ 29.87
\$ 550.00	\$ 600.00	\$ 31.36
\$ 600.00	\$ 650.00	\$ 32.93
\$ 650.00	\$ 700.00	\$ 34.58
\$ 700.00	\$ 750.00	\$ 36.31
\$ 750.00	\$ 800.00	\$ 38.13
\$ 800.00	\$ 850.00	\$ 40.04
\$ 850.00	\$ 900.00	\$ 42.04
\$ 900.00	\$ 950.00	\$ 44.14
\$ 950.00	\$ 1,000.00	\$ 46.35

When Over \$ 1000.00, at the ratio that \$ 46.35 bears to \$ 1000.00

A charge of \$35.00 per shipment will be made for increasing, reducing or canceling a COD amount. Such charge will be in addition to the COD collection fee, if any, and must be guaranteed by the consignor in writing. Carrier will, upon writing authorization from consignor, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge of \$35.00 per shipment. If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge "\$50.00" as provided in carrier's tariffs, in addition to the charge for changing the form of payment and the redelivery charge.

The letters "C.O.D." must be stamped, typed or written on all bills of lading and shipping orders in **RED letters at least 1 inch in height and ¼ inch thickness of stroke**. Carrier shall NOT be required to collect C.O.D. charges should such markings be omitted. Omission of markings prescribed herein or in the above paragraph release the carrier from any and all obligations regarding C.O.D. collection.

Unless the phrase "CASH ONLY" appears in **RED letters at least 1 inch in height and ¼ inch thickness of stroke** on all bills of lading and shipping orders, the carrier will accept checks or drafts from the consignee to the order of the shipper in payment of C.O.D.'s. Carrier will accept NO responsibility for the validity of such checks or drafts and they shall be accepted at the risk of the shipper. Such checks and drafts will be transmitted to the shipper together with the carrier's own check for amounts collected in cash.

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ISSUED: Mar. 1, 2011	Revision 3
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SECTION 1	
RULES	
ITEM	
<u>COLLECTION & PAYMENT of CHARGES</u>	435
<p>1: Except as otherwise provided, the carrier requires payment for all rates and charges to be received by the carrier within 15 days from the date on the carrier's invoice. An account will be considered delinquent if payment has not been received within 30 days from the date on the carrier's invoice.</p> <p style="padding-left: 40px;">NOTE: Discounts may be removed if carrier's invoice is not paid within 15 days from the date on the carrier's invoice.</p> <p>2: All checks written to the carrier that are not honored by the carrier's bank will be subject to an additional charge of \$43.00 per check so rejected.</p> <p>3: The carrier will invoice the shipper's broker, bank or other agent for freight charges. However, the carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.</p> <p>4: If no payment or disputed payment is made short of the billed amount and the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its collection costs, including its attorney fees and administrative costs, in addition to the charges owing and regardless of whether legal proceedings are instituted. If legal proceedings are instituted to collect past due charges, the carrier shall be entitled to recover, in addition to the past due charges, its collection costs, including but not limited to, its attorney fees, court costs and administrative fees.</p> <p>5: This shall be applied ONLY to the non-payment of original, separate, or independent freight bills and shall NOT apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.</p>	
<u>COLON, EXPLANATION and USE of</u>	450
Throughout the carrier's Tariffs, a COLON (:) is used in place of the terms "Viz." and "Namely". The Colon has the same effect as if such phrases were used.	
<u>CONSTRUCTION SITE PICKUP or DELIVERY</u>	452
In addition to all other applicable rates & charges, carrier will provide pickup or delivery at a construction site for a flat fee of \$50.00 .	\$
<u>CONVENTIONS / EXHIBITION CENTERS</u>	455
Shipments to Conventions, Tradeshows, or Exhibition Centers will incur an additional charge of \$ 200.00.	
<u>CUSTOMS BOND SHIPMENTS</u>	460
<p>1: When shipments moving under rates governed by this Tariff are under United States Customs Bond, a charge of \$80.00 per shipment will be assessed.</p> <p>2: When the carrier is required to make delivery of a shipment to a U.S. Customs Office or a U.S. Customs Broker, such delivery shall fully discharge the carrier's liability for delivery.</p>	
For explanation of abbreviations and reference marks not explained on this page, see last page.	
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EXPRESS TRANSPORT

ISSUED: July 1, 2011 Revision 4 Correction No. 57 EFFECTIVE: July 1, 2011

SECTION 1

RULES

	ITEM
<u>DELIVERY at DESTINATION WITHOUT RECEIPT</u>	
<p>When the bill of lading provides for delivery at field locations, the bill of lading shall be so endorsed. If there is no one present to sign the delivery receipt, the carrier shall complete delivery at designated location and carrier's responsibility ceases upon delivery being made.</p>	485

<u>DETENTION, DEMURRAGE, DELAYS, UNPAVED ROADS and SUBSISTENCE CHARGES</u>	
<p>1: LOADING and UNLOADING Except as otherwise provided, rates referencing this Rules Tariff includes ▲thirty (30) minutes for loading or waiting to load and ▲thirty (30) minutes for unloading or waiting to unload, except that stops in transit to partially load or unload will be accorded only ▲thirty (30) minutes free time. Delays in loading or unloading, applicable to each operation separately, beyond the allowable time, when caused by no disability, fault or negligence on the part of the carrier, will be charged for at the rate of \$15.00 per one-quarter (¼) hour or fraction thereof.</p> <p>2: FERRY and GENERAL DELAY in TRANSIT Transit on ferries and demurrage/delay caused by necessity through no fault of the carrier will be charged for at this same rate for all time in excess of ▲thirty (30) minutes free time per incident or ferry. Time will begin upon arrival at the Ferry Terminal and will continue until departure from the Ferry. Also see Item 300.</p> <p>3: UNPAVED ROADS This same charge will apply on all time in which the carrier's equipment must travel over unpaved roads.</p> <p>4: CUSTOMS DELAYS This same charge will apply on all delays in excess of ▲thirty (30) minutes when crossing international borders resulting from waiting in line, clearing customs or working with brokers for customs clearance.</p>	500

<u>DETENTION WITHOUT POWER UNITS</u>	
<p>1: All charges incurred due to the detention of chassis containers will be billed against the shipment.</p> <p>2: When trailers are dropped or spotted for the convenience of the shipper or consignee, the first 24 hours following the placement of the trailer at the shipper's or consignee's facilities will be at no charge. Time beyond the initial day allowed will be billed against the shipment at \$40.00 per each day of 24 hours or fraction thereof.</p>	510

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
 EXPRESS TRANSPORT
 21320 84th Ave. S.
 Kent, WA 98032

EXPRESS TRANSPORT

ISSUED: **Original Page** **Correction No. 0** **EFFECTIVE:**

SECTION 1

RULES

EMERGENCY TRIP	ITEM
When the carrier is called upon to make an emergency trip necessitating the hauling of large or small articles at unusual hours, or for the sole convenience of the shipper, or when road or other conditions make such hauling hazardous, the carrier shall compute charges on the following basis, if such computation creates a greater charge than that otherwise provided, (Subject to Notes 1 and 2):	515

① NET CARRYING CAPACITY OF VEHICLE		② CHARGE PER ONE WAY MILE	③ HOURLY CHARGE FOR OTHER SERVICES
WEIGHT OVER	WEIGHT NOT OVER		
0 Pounds	5,000 Pounds	\$ 2.60	\$ 30.45
5,000 Pounds	10,000 Pounds	\$ 2.70	
10,000 Pounds	15,000 Pounds	\$ 2.80	
15,000 Pounds	20,000 Pounds	\$ 3.00	
20,000 Pounds	-	\$ 3.40	

NOTE 1: The basis of charges provided in this Item shall apply ONLY when this service is requested by the shipper or consignee in writing. The bill of lading and freight bill must be marked or stamped and signed by the shipper:

“EMERGENCY TRIP AGREED TO BY: _____ SHIPPER”

NOTE 2: Rates in this Item are subject to a minimum charge of \$275.00.

- ① The net carrying capacity of a vehicle is the gross legal weight less the tare weight (unladen weight) of the vehicle.
- ② Charge is for line haul ONLY, including driver, and does NOT include other services.
- ③ The charges for loading, unloading, delays, dismantling, and other accessorial services shall be the “per hour” charges named above. Extra labor shall be charged for as provided in Item 560. Time shall be recorded to the nearest unit of 6 minutes (1/10 hour).

EQUIPMENT – USE of MECHANICAL OR SPECIAL EQUIPMENT

Rates referencing this Tariff do not include the cost of furnishing mechanical or special equipment for loading at shipper's place of business or unloading at consignee's place of business. When the use of mechanical or special equipment is required in the loading or unloading of heavy or bulky articles, the consignor or the consignee, as the case may be, shall furnish same and the necessary men to operate such mechanical or special equipment at his own expense, and also assumes the responsibility for safe loading and unloading..	520
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For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
EXPRESS TRANSPORT
21320 84th Ave. S.
Kent, WA 98032

EXPRESS TRANSPORT

ISSUED: Dec. 7, 2010 Revision 2 Correction No. 34 EFFECTIVE: Dec. 7, 2010

SECTION 1

RULES

<p align="center"><u>EXCLUSIVE USE of VEHICLE</u></p> <p>When shipper requests the "Exclusive Use of a Vehicle", and when the bill of lading and freight bill are so marked and signed as exhibited below, carrier shall award the shipper exclusive use of the vehicle for the transportation named by the bill of lading so marked. Shipments moving under the provisions of this Item will be billed at the applicable maximum legal carrying capacity of the vehicle for which the request is made or which is required to transport the shipment, whichever is greater.</p> <p>"EXCLUSIVE USE OF VEHICLE REQUESTED BY _____ SHIPPER"</p>	550
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<p align="center"><u>EXTRA DRIVERS in SLEEPER CAB SERVICE</u></p> <p>When at the request of the shipper or the consignee, the carrier furnishes an extra driver to make up a sleeper team, such extra driver will be provided at an additional charge of thirty (30¢) cents per mile, in addition to all other applicable rates and charges.</p>	560
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<p align="center"><u>EXTRA LABOR</u></p> <p>Rates referencing this Tariff are based on Truck and Driver ONLY. Whenever additional help is required to load, unload, guard, or protect shipments, or flag traffic because of the size, shape, weight, or location of shipments, such help, when requested by the shipper or consignee, will be provided at the rates in this Item.</p> <p>At each location where extra labor is used, the charge therefor will be as follows:</p>	561 ◆
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DAYS – HOURS	CHARGE PER MAN PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER MAN
Monday through Friday (Except Legal Holidays) 8:00 A.M. through 5:00 P.M.	\$ 73 00	1 Hour
Monday through Friday (Except Legal Holidays) 5:00 P.M. through 8:00 A.M.	\$ 90.00	1 Hour
Saturday or Sunday	\$ 90.00	4 Hours
Legal Holidays (As defined in Item 110)	\$ 90.00	4 Hours

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery and shall continue until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor if the extra labor is used for loading and against the consignee if the extra labor is used for unloading. Extra labor will NOT be furnished unless requested by consignor or consignee.

The provisions of this Item do NOT obligate the carrier to furnish extra labor if such labor is not available at the point of loading or unloading.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
EXPRESS TRANSPORT
21320 84th Ave. S.
Kent, WA 98032

EXPRESS TRANSPORT	
ISSUED: Mar. 1, 2011	Revision 5
Correction No. 50	EFFECTIVE: Mar. 1, 2011
SECTION 1	
RULES	ITEM
<u>FRACTIONS, DISPOSITION OF</u>	
<p>1: When calculating mileages used to determine rates, a fraction of a mile will be increased to the next whole mile.</p> <p>2: When calculating weights, used to determine rates, a fraction of a pound will be increased to the next whole pound.</p> <p>3: When calculating time, used to determine rates, a fraction of a 15 minute period will be increased to the next whole 15 minute period.</p> <p>4: When the charges yield a fraction or portion of a cent, the disposition of the fraction of a cent will be as follows:</p> <p style="padding-left: 20px;">A: Fractions of less than one-half ($\frac{1}{2}$) cent will be dropped.</p> <p style="padding-left: 20px;">B: Fractions of one-half ($\frac{1}{2}$) cent or greater will be increased to the next whole cent.</p>	565
<u>FREIGHT BILL CORRECTIONS</u>	
Carrier will, when requested so by shipper or consignee, adjust the freight bill for a charge of \$ 13.00 per bill.	568
<u>HAZARDOUS MATERIALS HANDLING</u>	
When handling Hazardous Materials, Carrier will charge an extra \$ 12.00 per bill.	569 ◆
<u>IMPRACTICABLE OPERATIONS</u>	
<p>Nothing in this Tariff shall be construed as making it binding on a carrier to pick up and/or deliver 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.</p> <p>In no case shall it be obligatory for a carrier to make deliveries to points over roads which are unsafe or impassable. In such cases, at the consignee's request, delivery to the nearest point which can be safely reached will constitute proper execution of the contract.</p> <p>Carrier is NOT bound to transport property by any particular schedule or in time for any particular market or otherwise than with reasonable dispatch.</p>	570
<u>INSIDE DELIVERY</u>	
When the carrier is called upon to either pick up or deliver shipments to a location inside a business, the carrier will assess an additional charge of \$8.50 per 100 pounds, subject to a minimum of \$56.00 per shipment.	573 §
▲ Item 572 has been cancelled. Provisions previously found in Item 572 on 4 th Revised Page 13 have been moved to Item 370.	
For explanation of abbreviations and reference marks not explained on this page, see last page.	
ISSUED BY: EXPRESS TRANSPORT 21320 84th Ave. S. Kent, WA 98032	

EXPRESS TRANSPORT

ISSUED: Dec. 7, 2010 **Revision 4** **Correction No. 36** **EFFECTIVE: Dec. 7, 2010**

SECTION 1

RULES

	ITEM
<u>LICENSES – TEMPORARY HIGHWAY</u>	
When carrier is required to obtain a license for movement of an unlicensed chassis over highways, a charge of \$25.00 for each license obtained will apply, in addition to the cost of the license and all other applicable charges.	575

<u>LIFTGATE SERVICE</u>	
When customer requests liftgate service, carrier will charge an additional fee of \$2.40 per cwt., subject to a \$33.50 Minimum Charge and \$153.00 Maximum Charge .	585 ◆

<u>LIMITATION of LIABILITY</u>	
Carrier's limitations of liability are subject to two primary parts of the 49 U.S.C. §13706 which deals with liability as to carrier freight charges; and 49 U.S.C. §14706 (c) (1) (A) and (B), (The Carmack Amendment), which is an amendment to the Interstate Commerce Act specifically covering a carrier's liability in connection with the bill of lading. The carrier has specific limitations to liability under common law which are outlined in the Bill of Lading Terms and Conditions contained herein.	600
Carrier liability for loss or damage to any shipment, or any part thereof, is, limited to the actual value of the articles(s) lost, damaged or destroyed or \$10.00 per pound (per pound per article(s) lost damaged or destroyed, whichever is less) on LTL shipments when rated using current class rates and Tariff. Exception rating, pallet rates, special commodity rates, and/or truckload rates shall have a maximum liability of \$2.00 per pound. Personal Effects and/or Household Goods will be valued at \$0.10 per pound. Spot Quote rated shipments shall have a maximum liability of \$2.00 per pound. Items of extraordinary value inadvertently accepted for shipment shall have a maximum liability of \$0.50 per pound. Carrier's maximum liability per occurrence shall not exceed \$100,000.00 .	
Liability for loss, damage or destruction to any shipment or part thereof which is considered "used", "reconditioned" or refurbished shall move at a released value not to exceed \$0.50 per pound. Failure of the shipper to provide an accurate commodity of "other than new" shall not alter the application of this item.	
Carrier does not provide or furnish excess declared value insurance or excess liability coverage and declaring request for same on the bill of lading shall have no effect to carrier.	
Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by carrier to determine liability.	

<u>DAMAGED GOODS – ALLOWABLE REPAIR LABOR RATES</u>	
If product was damaged while in the possession of the carrier, and repair is required, claimant must provide carrier with an itemized bill documenting the hourly labor. The rate of hourly labor is described as the base rate customer pays its employee performing the repairs with reasonable allowances made for overhead and other expenses directly related to the employee to be on the company's payroll.	605 \$
The following are the <u>Maximum</u> Allowable Hourly Rate for Repair	

General not otherwise named	\$ 35.00
HVAC	\$ 40.00
Mechanic, Industrial Machinery, Fabricator	\$ 45.00
Electrical and Electronic	\$ 50.00
Data Processing Equipment	\$ 55.00

▲Item 610 moved to Page 15.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
EXPRESS TRANSPORT
21320 84th Ave. S.
Kent, WA 98032

EXPRESS TRANSPORT

ISSUED: Mar. 1, 2011 Revision 3 Correction No. 51 EFFECTIVE: Mar. 1, 2011

SECTION 1

RULES

MAXIMUM CHARGE

<p>In no case shall the charge for any shipment from and to the same points, via the same route of movement, be greater than the charge for a greater quantity of the same commodity in the same shipping form and subject to the same packing provisions at the rate and weight applicable to such greater quantity of freight.</p>	630
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MIXED SHIPMENTS

<p>Except as otherwise provided, when rates referencing this Tariff apply on two or more articles, such rates will apply on straight or mixed shipments of the articles named.</p>	642
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OVER DIMENSION FREIGHT

<p>1: OVERHEIGHT CHARGES: Any shipment which is more than 14 feet in height from the ground to the top of the load, when loaded on carrier's equipment, will be subject to an additional charge of 10 cents per foot, per loaded mile for each foot or fraction thereof in excess of 14 feet.</p> <p>2: OVERLENGTH CHARGES: Any shipment which is more than 60 feet in length will be subject to an additional charge of 10 cents per foot, per loaded mile for each foot or fraction thereof in excess of 60 feet.</p> <p>3: OVERWIDTH CHARGES: Any shipment which is more than 8 feet 6 inches in width will be subject to an additional charge of 10 cents per foot, per loaded mile for each foot or fraction thereof in excess of 8 feet 6 inches.</p> <p>NOTE Charges contained herein are additive. A shipment may be subject to Overheight, Overlength, and Overwidth Charges.</p>	670
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▲ Items 610 and 620 have been deleted.

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
EXPRESS TRANSPORT
21320 84th Ave. S.
Kent, WA 98032**

EXPRESS TRANSPORT	
ISSUED: Feb. 4, 2011	Revision 2
Correction No. 25	EFFECTIVE: Feb. 4, 2011
SECTION 1	
RULES	
	ITEM
<u>PAYMENT of FREIGHT CHARGES</u>	
<p>Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or for the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. However, carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.</p> <p>See Item 435 of this Tariff, Payment and Collection of Charges for additional conditions applicable.</p>	720
<u>PERMITS, SPECIAL</u>	
<p>When a shipment is of such size or weight that a special permit and/or indemnity bond is required under the laws of the states traversed to permit the load to be transported over the highways, the cost thereof imposed by such state or federal agency will be borne by the shipper. If requested by the shipper or consignee, carrier will arrange for such permit and/or indemnity bond and will advance the cost for such service including Transceiver Fees, plus \$30.00 for the account of the shipper or consignee.</p>	740
<u>PICKUP or DELIVERY ABOVE or BELOW the ENTRY FLOOR</u>	
<p>For pickup or delivery made above or below the entry floor, add \$2.60 per carry for each flight. One "Flight" shall be defined as either:</p> <p>A: One inside movement from one complete floor to the next floor or story; or</p> <p>B: One elevator trip.</p>	751
<u>PICKUP or DELIVERY on SATURDAYS, SUNDAYS or LEGAL HOLIDAYS</u>	
<ol style="list-style-type: none"> 1: The provisions of this Item shall NOT be construed as obligating the carrier to furnish pickup or delivery service on Saturdays, Sundays or Holidays. 2: Subject to the availability of equipment and personnel, the carrier may furnish pickup or delivery service on Saturdays, Sundays or Holidays at an additional \$ 87.50 per hour, subject to a 2 hour minimum. 3: Charges must be either paid by the party requesting the service at the time of service or guaranteed to the carrier's satisfaction before pickup or delivery will be made. 4: See Item 110 for definitions of Holidays and provisions regarding accessorial charges applicable on Holidays. 	754
<p>For explanation of abbreviations and reference marks not explained on this page, see last page.</p>	
<p>ISSUED BY: EXPRESS TRANSPORT 21320 84th Ave. S. Kent, WA 98032</p>	

EXPRESS TRANSPORT	
ISSUED: Mar. 1, 2011	Revision 2
Correction No. 52	EFFECTIVE: Mar. 1, 2011
SECTION 1	
RULES	ITEM
<u>PROHIBITED or RESTRICTED ARTICLES, ARTICLES NOT ACCEPTED</u>	780
<p>Unless otherwise provided, the following property will not be accepted for shipment:</p> <p>A: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.</p> <p>B: Explosives, dangerous goods or property, which in the judgment of the carrier, is liable to impregnate, soil, taint, or otherwise damage equipment or other property will not be accepted for shipment.</p> <p>C: Livestock and household pets will NOT be accepted for transportation.</p> <p>Every party, whether principal or agent who ships these goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense. Explosives or dangerous goods may also be destroyed without compensation.</p>	
<u>PROOF of DELIVERY</u>	784
<p>The carrier will provide one Proof of Delivery per shipper per month without charge. Each additional request for Proof of Delivery per shipper per month must be accompanied by a Prepayment of \$10.00 per Proof of Delivery "POD" request.</p>	
<u>PROTECTION from HEAT or COLD</u>	810
<p>Except as otherwise provided, commodities of perishable nature requiring protection from heat or cold will be accepted and accorded such protection ONLY when the shipper or payer of freight charges and the carrier have negotiated specific rates which clearly indicate that such protection will be provided. The carrier accepts NO LIABILITY for such commodities when they are inadvertently accepted without such agreement.</p>	
<u>RECONSIGNMENT or DIVERSION</u>	840
<p>"Reconsignment" or "Diversion" means a change in the name of consignee and/or destination of the shipment or additional movement necessary to affect delivery. All requests for reconsignment/diversion must be made in writing and all charges applicable to the shipment must be guaranteed. The charge for change in documentation will be \$18.50 per shipment. Third party pricing level should apply from Carriers terminal where reconsignment instructions could be reasonably expected to be carried out, subject to a minimum charge of Carriers absolute minimum charge per shipment.</p> <p>When a truck arrives at the original billed destination and is required to stand by for diversion instructions, delays in excess of one (1) hour will be charged for as provided under "Detention" in Item 500.</p>	\$
<p>▲ Item 760 has been deleted.</p>	
<p>For explanation of abbreviations and reference marks not explained on this page, see last page.</p>	
<p>ISSUED BY: EXPRESS TRANSPORT 21320 84th Ave. S. Kent, WA 98032</p>	

EXPRESS TRANSPORT

ISSUED: Dec. 7, 2010 **Revision 3** **Correction No. 38** **EFFECTIVE: Dec. 7, 2010**

SECTION 1

RULES **ITEM**

REDELIVERY, RETURN SHIPMENTS, and STORAGE	
1: Shipments which can not be delivered due to causes beyond the carrier's control, or which are refused for any reason, will be held by the carrier for shipper's instructions. Shipper shall be promptly notified of non-delivery. After the expiration of free time following arrival of the property at destination the carrier shall be liable solely as a warehouseman for loss, damage or delay.	860 ◆
2: In the event that redelivery is subsequently accomplished, Carrier will charge of \$ 2.95 per CWT , subject to a \$38.00 Minimum Charge and \$310.00 Maximum Charge , except that shipments moving under mileage rates will also be assessed the mileage rate for the additional distance traveled to complete delivery.	
3: 24 hours after attempting to notify the shipper of non-delivery shipments may be placed in a public warehouse at any location, at the owner's cost and held there without liability on the part of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.	
4: Shipments returned to the shipper will be charged for such return at an additional 75% of the outbound rate.	

REFERENCES to OTHER PUBLICATIONS, ITEMS, PAGES, ETC.	
Where reference is made in the carrier's Tariffs to an Item, Note or Page or Another Tariff, such reference will also embrace any revisions or successive issues of such Item, Note, Page or Tariff.	870
When reference is made in a given Item to an Example, Exception, Note, or Other Tariff Feature, without specifying within what Item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that Item. If, however, two or more Items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the Page on which the reference is made.	

RESIDENTIAL DELIVERY	
When customer requests residential delivery, carrier will charge an additional fee of \$ 6.50 per cwt., subject to a \$ 65.75 minimum charge and \$355.00 maximum charge	880 ◆

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
EXPRESS TRANSPORT
21320 84th Ave. S.
Kent, WA 98032

EXPRESS TRANSPORT

ISSUED: Dec. 7, 2010

Revision 1

Correction No. 39

EFFECTIVE: Dec. 7, 2010

SECTION 1

RULES

ITEM

SHIPPER'S LOAD and COUNT (SL&C) OR CONSIGNEE UNLOAD

884
▲

Unless a separate signed agreement is in place between either Shipper or Consignee and Carrier, the following will apply.

SHIPPER LOAD

When requested by shipper, and approved by carrier's local operation, the carrier will spot or drop equipment at shipper's loading facility. Shipper accepts responsibility and liability for any and all personal injuries to persons or physical damaged to any property, including any damage to or loss of carrier's equipment while in shipper's care and custody. Shipper will reimburse Carrier for the cost of repairing or replacing such equipment within thirty (30) days of notice thereof.

Shipper Load and Count will be handled in the following manner:

1. At pick up, the Shipper assumes all liability and responsibility for properly blocking and bracing the freight. Shipper or Carrier's failure to indicate SL&C on the bill of lading will not affect the liabilities of the parties, if the Shipper has performed the counting and loading without a representative of the Carrier present.
2. When requested, the Carrier will provide the Shipper seals for security purposes, however failure to seal a load will not affect the terms and conditions
3. Carrier will notify Shipper by fax, to the number provided, of any exceptions within 24 hours of unloading. This will not include weekends or holidays. Carrier will not be liable for uncountable palletized orders, picked up and delivered with wrap intact.
 - a. Carrier will not be liable for any loss, or damage where exceptions have been reported to the Shipper within the time limit specified
 - b. Carrier will not be liable for loss when shipment or any part thereof is on a shrink/stretch-wrapped pallet when unloaded. The Carrier will count and check the pallet as (1) unit and will not be responsible for an individual piece count on the pallet.
4. Overages will be reported on the exception report, and Shipper will advise Carrier of the disposition of any product that could not be applied to a valid shortage. Carrier will only be responsible for handling units or piece count that can be verified. Individual item numbers or P.O. shortages at delivery will not be deemed as shortages against the Carrier when the handling unit count matches the amount properly reported as received on the SL&C trailer.
5. Shipper shall indemnify and hold Carrier harmless from any and all liability, actions, cost, and expenses (including attorney fees) arising from its loading or Consignee's unloading of Carrier's trailers including but not limited to that liability resulting in damage to property or injury to person (including death).

Continued

▲ Item 890 has been moved to page 21

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
EXPRESS TRANSPORT
21320 84th Ave. S.
Kent, WA 98032**

EXPRESS TRANSPORT

ISSUED: Mar. 1, 2011

Revision 3

Correction No. 53

EFFECTIVE: Mar. 1, 2011

SECTION 1

RULES

ITEM

SHIPPER'S LOAD and COUNT (SL&C) OR CONSIGNEE UNLOAD (concluded)

CONSIGNEE UNLOAD

**884
conc.**

When requested by Shipper or Consignee, and at Carrier's consent, trailers may be spotted or dropped at Consignee's facility for unloading at their convenience. Carrier shall have no liability from the time the trailer is dropped or spotted until the Carrier picks up the trailer after shipments have been unloaded.

Consignee unload will be handled in the following manner:

1. Carrier will spot or drop trailer at Consignee's location to facilitate the unloading process without Carrier's driver present subject to normal free time. Free time will be 24 hours, excluding non-business days. After the expiration of this free time period, detention charges will be applicable.
2. Consignee will not utilize Carrier's trailer for any use other than the sole purpose of unloading or loading cargo for shipment via Carrier.
3. If the Consignee fails to report to the local operations that the trailer is empty and available for removal, it will be subject to detention rules and charges.
4. Consignee will be liable for any and all injuries to persons or damaged occurring to Carrier's trailer or for the loss of Carrier's trailer, or loss or damage to shipments while in its physical possession. Consignee will reimburse Carrier for the cost of repairing or replacing such equipment within thirty (30) days of notice thereof
5. Delivery receipts will be signed by the Consignee at the time the trailer is dropped for unloading.
 Note: Consignee will notify Carrier by fax of any exceptions on a mutually agreed form within 24 hours of the trailer being dropped. Carrier will not be liable for any loss or damage exceptions reported after 24 hours of the trailer being dropped
6. Carrier will not be liable for uncountable palletized orders, picked up and delivered with shrink-wrap intact or for SL&C orders that have been properly reported to the Shipper
7. Carrier will only be responsible for handling units as signed for and tendered by Shipper. Individual item numbers or P.O. shortages at delivery will not be deemed as shortages against the Carrier when the handling unit count matches the amount properly signed for at time of pick up.
8. Carrier will have no liability for stolen or missing product while in the possession of the Consignee
9. The Consignee is responsible to provide a properly reported discrepancy with dated fax confirmation for payment of the claim. The Consignee agrees not to file claims when discrepancies have not been properly reported.

SORTING & SEGREGATION SERVICE

**886
§**

When requested by shipper or consignee, the carrier will sort and segregate cargo at a charge of **\$0.30** per carton, subject to a minimum of **\$50.00** per Bill of Lading.

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
EXPRESS TRANSPORT
21320 84th Ave. S.
Kent, WA 98032**

EXPRESS TRANSPORT

ISSUED: Mar. 1, 2011 Revision 2 Correction No. 55 EFFECTIVE: Mar. 1, 2011

SECTION 1

RULES

<u>SPECIAL CHARGES – BRIDGE AND FERRY CHARGES, TOLLS</u>	ITEM
<p>Rates referencing this Tariff do NOT include bridge, road and turnpike tolls, NOR ferry and tunnel charges. Such tolls and charges will be advanced by the carrier and listed as a separate item at carrier cost plus 10% on the freight bill. (Also see Item 300 of this Rules Tariff)</p>	890

<u>STOPOFFS, SPLIT PICKUPS, SPLIT DELIVERIES, and DIVERSION:</u>	ITEM
<p>1: When confirmed in writing to the carrier, Prepaid shipments, NOT subject to COD collection, may be stopped in transit to complete loading or to partially unload. Charges will be based on the rate on the greatest weight for any portion of the entire movement.</p> <p>2: "Split Pickups" or "Split Deliveries" at more than one address within an incorporated city or town will be subject to the charges named herein.</p> <p>3: "Reconsignment" or "Diversion" means a change in the name of consignee and/or destination of the shipment or additional movement necessary to affect delivery. ▲All requests for reconsignment/diversion must be made in writing and all charges applicable to the shipment must be guaranteed. The charge for change in documentation will be \$18.50 per shipment. Third party pricing level should apply from Carriers terminal where reconsignment instructions could be reasonably expected to be carried out, subject to a minimum charge of Carriers absolute minimum charge per shipment"</p> <p>4: When a truck arrives at the original billed destination and is required to stand by for diversion instructions, delays in excess of one (1) hour will be charged for as provided under "Detention" in Item 500 of this Rules Tariff.</p>	900

<u>SUMMARY INVOICES</u>	ITEM
<p>At the carrier's discretion, rates and charges incurred by any one shipper or consignee for a period of not more than one week may be billed on one summary invoice. Summary invoices will be accompanied by copies of all supporting bills of lading with each bill of lading marked to indicate charges incurred.</p>	910

<u>TARPING CHARGE</u>	ITEM						
<p>Truckload shipments loaded in open top or flatbed vehicles, moving under rates and provisions referencing this Tariff, will be tarped by this carrier. The following Tarp Charges shall be made for each vehicle so tarped, (See Exception). Load specification will determine the style of tarp used:</p>	930						
<table border="1"> <thead> <tr> <th>TARP STYLE</th> <th>VEHICLE TARP CHARGE</th> </tr> </thead> <tbody> <tr> <td>14 Foot X 28 Foot – "Steel Tarps"</td> <td align="center">\$ 35.00</td> </tr> <tr> <td>26 Foot X 29 Foot – "Machinery / Lumber Tarps"</td> <td align="center">\$ 50.00</td> </tr> </tbody> </table>	TARP STYLE	VEHICLE TARP CHARGE	14 Foot X 28 Foot – "Steel Tarps"	\$ 35.00	26 Foot X 29 Foot – "Machinery / Lumber Tarps"	\$ 50.00	
TARP STYLE	VEHICLE TARP CHARGE						
14 Foot X 28 Foot – "Steel Tarps"	\$ 35.00						
26 Foot X 29 Foot – "Machinery / Lumber Tarps"	\$ 50.00						
<p>EXCEPTION: When the shipper places a notation on the Bill of Lading, either that the shipper will tarp the shipment or that the shipment does NOT require such protection, this charge will NOT apply.</p>							

▲ Item 900 has been deleted.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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Correction No. 0	EFFECTIVE: <input checked="" type="checkbox"/>
SECTION 1	
RULES	
	ITEM
<u>VEHICLES FURNISHED, BUT NOT USED</u>	
<p>When shipper or beneficial owner requests equipment but does not utilize said equipment within 24 hours of arrival, carrier shall assess the applicable line-haul charge from point of equipment origin to requested pickup point and from requested pickup point to equipment's next pickup point or hometown terminal, whichever is nearer, at a rate of \$1.50 per mile, subject to a Minimum Charge of \$75.00.</p>	985
<u>DIMENSIONAL WEIGHT, COMPUTATION of</u>	
<p>Except as otherwise provided, when carrier's rates or charges (except minimum charges per shipment) provided are state to be assessed on the basis of Cubic Dimensional Weight – CDW, the cubic dimensional weight of a shipment will apply ONLY if the combined cubic dimensional weight of each part of a shipment exceeds the total actual weight of the entire shipment.</p> <p>A: The cubic displacement of a shipment will be determined by measurement of each part of the shipment. Pieces of a shipment which, if combined, would result in a smaller cubic displacement, will be considered as one part ONLY if firmly fastened together and shipped as one unit. Cubic measurements will be based on the greatest dimensions (height, width, and length) of each part of a shipment.</p> <p>B: Cubic dimensional weight will be derived from the cubic measurement of shipments or parts thereof on the basis of:</p> <p style="text-align: center;">Length (in inches) X Width (in Inches) X Height (in inches) ÷ 194 = CDW</p>	990
<u>WEIGHTS – GROSS WEIGHTS USED</u>	
<p>Unless otherwise provided, rates and charges shall be computed on the gross weight of the shipment, including all packing and packaging materials, at point of origin.</p> <p>When the carrier is asked to secure a certified public scale weight for any shipment or vehicle(s), the carrier will bill for this service at cost (if any) plus \$25.00.</p>	991
<u>WEIGHTS – MINIMUM LINEAL FOOT REQUIREMENTS</u>	
<p>Rates referencing this Tariff are subject to a minimum weight of 714 pounds per lineal foot or fraction thereof of trailer space occupied.</p>	992
<u>WEIGHT in the CALCULATION of PALLET RATES</u>	
<p>In the absence of a stated maximum weight per pallet in individual contracts of agreements, the maximum weight shall be two thousand (2,000) pounds per pallet. Weight in excess of the aforementioned shall be charged for on the basis of one pallet for each maximum weight unit of fraction thereof.</p>	993
For explanation of abbreviations and reference marks not explained on this page, see last page.	
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SECTION 2

ITEM

BILLS of LADING

2100

BILL of LADING CONTRACT TERMS and CONDITIONS:

Sec. 1. (a) The carrier or the party in possession of any of the property described in the carrier's bill of lading shall be liable as at common law for any loss or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss of or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law or the act or default of the shipper. Except in the case of negligence of the carrier or party in possession, the carrier or the party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry, or from a defect or vice in the property, or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon in writing, prior to shipment, the carrier is not bound to transport a shipment by a particular or in time for any particular market, but is responsible to transport with **reasonable dispatch**. In the case of physical necessity, the carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with the carrier as provided herein.

(b) Claims for loss or damage must be filed within **nine months** after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than **two years and one day** from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss or damage to any of said property shall have the full benefit of any insurance that may have been affected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, **PROVIDED**, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by the carrier or if the carrier is unable to delivery the shipment because of fault or mistake of the shipper or consignee, the carrier's liability shall then become that of a warehouseman. The carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on the carrier's provisions in effect, shall start no sooner than the **next business day** following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within **48 hours** of the time of the carrier's attempted first notification, the carrier will attempt to issue a second and final confirmed notification. Such note shall advise that if the carrier does not receive disposition instructions within **10 days** of that notification, the carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of 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 claim and proof of ownership.

(c) Where the carrier has attempted to follow the procedures set forth in subsections 4(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 the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods can not be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where the carrier is directed by the consignee or shipper to unload or delivery property at a particular location where the shipper, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

(Continued on next page)

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ITEM

BILLS of LADING

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BILL of LADING CONTRACT TERMS and CONDITIONS:- Concluded

Sec 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property on which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin, money, or for any articles of extraordinary value not specifically rated unless a special agreement to do so and a stipulated value of the articles are endorsed on the bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at the owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The shipper or the consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the shipper when the shipper so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the shipper.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due upon delivery shall be specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the payment or guarantee of the charges at the time of shipment prior to delivery. If the description of articles or other information on the carrier's bill of lading is found to be incorrect or incomplete, the freight charges must be paid on the articles actually shipped.

Sec. 8. If the carrier's bill of lading is issued on the order of the shipper or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of the carrier's bill of lading as fully as if the same were written on or made in connection with the carrier's bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carrier shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods by Sea Act" and any other pertinent laws applicable to water carriers.

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RULES TARIFF No. 100

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Last Page

Last Page

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■ 1st Revised Page

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SECTION 3

EXPLANATION OF ABBREVIATIONS USED IN TARIFFS

AKA Also Known As Bbl(s) Barrel(s) C. Hundred Pounds CDW ... Cubic Dimensional Weight or Dimensional Weight Chg(s) Charge(s)	LBS. Pounds LCL Less Than Container Load LTL Less Than Truck Load M. Thousand Pounds MAX. Maximum
C.O.D. Collect on Delivery Conc. Concluded Cont. Continued CWT ... Cents per Hundred-Weight / Cents per 100 Pounds F.C.C.O.D. Freight Charges Collect on Delivery	MIN. Minimum NMFC National Motor Freight Classification NOI Not Otherwise Indicated in This Tariff NOS Not Otherwise Specified in This Tariff POD Proof of Delivery
FF Folded Flat FPO Fleet (Naval) Post Office Gr. Group Incl. Inclusive KD Knocked Down	REV. Revision RS or L Other Articles Rated Same or Lower SCAC Standard Carrier Alpha Code SL&C Shipper's Load and Count TL Truckload
KDF Knocked Down Flat	Viz. Namely Vol. Volume WT Weight MIN. Minimum

EXPLANATION OF REFERENCE MARKS USED IN TARIFFS

◆ Reduction ♦ Increase § Addition ☒ Same Issued Date as Original Title Page < Less Than <= Less Than or Equal to	▲ Denotes changes in wording which result in neither increases nor reductions in charges ● No Increase ■ Page without substantive change. ☒ Same Effective Date as Original Title Page > Greater Than >= Greater Than or Equal to
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RULES TARIFF No. 100

EXPRESS TRANSPORT

Speed Page

Speed Page

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Revision 6

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EFFECTIVE: Mar. 1, 2011

SUMMARY TABLE

Refer to Items Specified for Provisions in Effect Governing Each of the Services Listed.

SERVICE	CHARGE	MINIMUM CHARGE	ITEM
Arrival Notice/Call on Arrival	\$ 12.00 per call	\$12.00	§325
Canadian Border Crossing Fees	Bond: \$90.00 Security: \$17.00	Must see Item	§370
Customs Bond Shipments	\$ 80.00 per shipment	\$ 80.00	460
Construction Site Pickup or Delivery	\$ 50.00	\$ 50.00	§452
Detention or Delay	\$15.00 / ¼ hour after free time	\$ 15.00	500
Detention Without Power Units	\$ 40.00 / 24 hrs after 24 hrs	\$ 40.00	510
Diversion or Reconsignment	\$ 50.00 / stop & Excess Mileage	Must see Item	900
Freight Bill Corrections	\$ 13.00 per bill	\$ 13.00	568
Hazardous Materials Handling	\$ 12.00 per bill	\$ 12.00	◆569
Inside Delivery	\$ 8.50 / 100 lbs.	\$ 56.00	§573
Liability Limitation - LTL	\$ 10.00. per pound per article	Must see Item	600
Liability Limitation – FAK, pallet rate, Spot quote, TL	\$ 2.00 per pound per article		
Liftgate Service	\$ 2.40 per cwt	\$ 33.50	585
Permits, Special	Cost plus \$30.00 per permit	Cost + \$ 30.00	740
Pickup or Delivery Above or Below Entry Floor	\$ 2.60 per carry per stair flight	\$ 2.60	751
Pickup or Delivery on Saturdays, Sundays, Holidays	\$ 87.50 / hour	\$ 175.00	754
Proof of Delivery after 1 free POD / shipper / month	\$ 10.00 per POD	\$ 10.00	784
Reconsignment or Diversion	\$ 18.50 per shipment	\$ 18.50	§840
Redelivery, Return Shipments, and Storage	\$ 2.95 per cwt	\$ 38.00	860
Residential Delivery	\$ 6.50 per cwt	\$ 65.75	880
Sorting & Segregation	\$. 30 per carton	\$ 50.00	§886
Special Services	Cost + 10%	Must see Item	890
Weighing, (Also See Items 992 and 993)	Cost + \$ 25.00 per weighing	Cost + \$ 25.00	991

EXTRA LABOR DAYS – HOURS	CHARGE PER MAN PER HOUR OR FRACTION THEREOF	MINIMUM CHARGE PER MAN	561
Monday – Friday, 8 AM to 5 PM	\$73 00	1 Hour	
Monday – Friday, 5 PM to 8 AM	\$90.00	1 Hour	
Saturday or Sunday	\$90.00	4 Hours	
Legal Holidays, (See Item 110)	\$90.00	4 Hours	

☐ This Speed Page does NOT contain all charges; NOR does it replace the Tariff it represents.

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