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**Schneider National Bulk Carriers, Inc.
("Carrier")**

MC#: 143594

RULES / ACCESSORIALS TARIFF

BULK TRUCKLOAD AND BULK INTERMODAL SERVICE

**RULES, REGULATIONS AND CLAIMS PROCEDURES
FOR MOTOR CARRIER SERVICES**

BETWEEN

POINTS IN NORTH AMERICA

ALL FEES, SUMS & VALUATIONS STATED IN U.S. DOLLARS

EFFECTIVE: February 1, 2023

ISSUED BY:

**Schneider National Bulk Carriers, Inc.
3101 S. Packerland Drive
Green Bay, WI 54313**

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Item 10: APPLICATION AND INTERPRETATION OF TARIFF AND BILL OF LADING

The provisions of this Tariff, as amended, shall apply to services provided by Carrier in interstate, intrastate and/or foreign commerce between points in North America Except as otherwise provided, the rates and other provisions named in this tariff apply ONLY on liquid commodities in bulk, in tank vehicles, excluding ISO containers and hopper type vehicles. Additionally, this Tariff does not apply to rubber or special lined trailers, or waste materials, unless noted. Any transportation or billing arrangements made by Carrier regarding transportation in Mexico - including the quotation of through rates - are made solely as an accommodation and convenience to Customer. Notwithstanding such transportation or billing arrangements made by Carrier regarding transportation in Mexico, Carrier does not have authority, does not hold itself out as providing, and does not in fact provide service to or within Mexico. Carrier's liability is therefore limited to transportation occurring within the United States. Application of this Tariff may be waived only if such waiver is express and contained in a written agreement signed by an authorized representative of Customer and an officer of Carrier. For purposes of this Tariff, the term "Customer" shall mean any entity responsible for requesting that Carrier provide services governed by this Tariff, any entity with an interest in the cargo being transported, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.

Unless expressly disclaimed by a written agreement signed by Carrier and Customer, this Tariff shall apply to all services provided by Carrier that are otherwise within the scope of this Tariff (including services performed pursuant to a short form rate confirmation or "spot" move agreement which such agreement does not specifically disclaim the provisions of this Tariff) and the terms and conditions of Carrier's bill of lading shall apply notwithstanding the use of any other bill of lading or shipping document. If there is a conflict between the terms and conditions of this Tariff and the terms and conditions on any air bill, manifest, label, bill of lading, or other transit documentation, the terms and conditions of this Tariff, as amended, modified, changed, or supplemented, will control. Terms and conditions contained with a Customer-issued bill of lading shall not be applicable to any Shipments covered by this Tariff (and the information contained therein shall be used as a receipt only for the convenience of the parties).

Where reference is made in or to this Tariff, including, but not limited to, in contracts between Carrier and Customer, or as amended, to Items in this Tariff, such references are continuous and include supplements to or successive issues of this Tariff.

Carrier shall have sole discretion as to whether to accept or reject any request for services by Customer and shall have no liability arising from or related to any refusal to provide services.

All currency amounts set forth in this Tariff are stated in U.S. Dollars.

The provisions of this Tariff, as amended, shall apply to both Truckload and Intermodal services (as defined in Item 900 of this Tariff), except to the extent a provision explicitly distinguishes between the type of service.

Item 20: MILEAGE

Mileage shall be calculated using the version of Carrier's mileage guide in-effect on the date of pick-up (the "Governing Mileage Guide"), which is currently Mileage Guide #19, STB HGB 100-G, issued by Household Goods Carriers' Bureau Committee, Agent. Carrier shall have sole discretion in determining the routing of any shipment and is under no obligation to select the shortest possible route. Customer shall be responsible for mileage based on the route actually taken.

If a rate per mile is named for a particular mileage bracket that rate will apply regardless of lower rates published at a greater mileage bracket. If a rate or charge is not named for the distance applicable, the rate or charge for the next greater distance for which a rate or charge is named will apply. To clarify cents or dollars per loaded mile tables, if

the rate for 100 miles is \$4.00, and 110 miles is \$3.90, the rate application for 105 miles is elevated to 110 miles times (X) \$3.90 or \$429.00. Charges will be determined by multiplying the actual miles times the rate per mile. Additionally, when determining rates on shipments which may be stopped in transit for partial loading or unloading, distance will be computed from origin to destination via the stop-off point or points.

Without limiting the foregoing, Customer will be responsible for all mileage incurred when the shortest practical route from the initial point of origin to the final destination point is closed due to flood conditions, washout, road construction, or is not accessible due to commodity restrictions or other conditions or circumstances beyond the control of the Carrier.

When Carrier has to run additional miles beyond the normal route due to no fault of carrier ("Out of Route miles"), the Out of Route miles will be charged at \$2.45/mile, plus fuel surcharge, on all out of route miles.

Item 30: NOTICE AND AMENDMENTS

Upon written request, Carrier will provide a Customer with copies of all applicable rules and rates.

Carrier may revise this Tariff within its sole discretion and the revised Tariff will apply to any movements of cargo initiated by Carrier during the effective period of the respective version of this Tariff. With respect to moves initiated prior to 12:01 A.M. central time on the effective date of this Tariff, the move in question will be governed by the version of this Tariff in effect as of the time and date that the move was initiated.

Item 100: RATES AND SCHEDULES

- a) Rates and schedules may be published in rate catalogues or sheets, on a shipper specific basis or pursuant to a spot market rate quotation. Rates and service quotations are good faith estimates based upon information provided to Carrier, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of this Tariff.
 - b) In calculating charges or mileage, fractions of less than ½ (.5) will be rounded down to the nearest whole number, and fractions of ½ (.5) or greater will be rounded up to the nearest whole number.
 - c) When both a consignor and consignee have account specific rate items, the rates to be applied will be those of the party initially responsible for paying the freight charges.
 - d) When a rate or charge is specifically named for a consignor, or a third party or product, that rate or charge will apply regardless of rates and charges otherwise published in the same section or other sections of the tariff. Additionally, specific commodity rates will take precedence over the distance commodity rates.
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Item 110: PAYMENT

Absent a written waiver by Carrier or contractual specification to the contrary, all freight transportation and related charges are due and payable in full and without offset within fifteen (15) days of delivery of shipment, or in the event of a cancelled move, within fifteen (15) days of the date of the scheduled pickup. In addition to any other party that may be responsible for payment (e.g., the shipper, Customer, or a third-party "bill-to" payor, etc.), both the consignor and the consignee are liable for Carrier's charges unless, with respect to a "collect" shipment, liability

for charges is expressly disclaimed by the consignor on the face of the bill of lading in the space indicated for such disclaimer, if any.

Item 115: ALLOWANCES (SHIPPER'S SEMI-TRAILER TANK)

Except as otherwise provided, an allowance will be made to a Customer when the Customer furnishes its own semi-trailer tank as follows:

- a) An allowance of six (6) cents will be made for each mile such semi-trailer-tank is operated by the Carrier. Where tariffs specify standard and special tanks, the rates for standard tanks will apply.
 - b) Mileage from point of origin will be determined from the Governing Mileage Guide over the shortest available route. If trailer is not returned to original point of origin, miles from spot/drop location back to point of origin will be charged in accordance at \$2.45/mile, plus applicable fuel surcharge.
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Item 120: DELINQUENT ACCOUNTS

Payments received more than 30 days after the due date of Carrier's bill will be assessed a late payment fee equal to 1.5% of the total freight bill for each 30-day period or portion thereof, from the date of the Carrier's freight bill until the date the payment is received, in addition to all other charges. In any action to recover unpaid freight bills from delinquent accounts, Carrier shall be entitled to interest, reimbursement for reasonable attorney's fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

Item 130: ADDITIONAL COSTS

Whenever Carrier incurs costs due to Customer requirements, the Customer shall be invoiced at 120% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

Item 140: LIEN RIGHTS

CARRIER SHALL HAVE A POSSESSORY LIEN ON SHIPMENTS AND ANY PROCEEDS THEREFROM IN ITS DOMINION AND CONTROL FOR THE PAYMENT OF ANY AMOUNTS DUE AND OWING TO CARRIER. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CARRIER WILL HAVE A GENERAL LIEN ON ANY GOODS THAT HAVE COME OR WILL COME INTO ITS POSSESSION, AND ON ANY PROCEEDS THEREOF, FOR ANY AND ALL AMOUNTS DUE AND OWING TO CARRIER REGARDLESS OF WHETHER THOSE CHARGES RELATED TO THE GOODS OR PROCEEDS AGAINST WHICH THE GENERAL LIEN IS ENFORCED.

Item 157: TANK CLEANING & ASSOCIATED CHARGES

Unless otherwise specified herein or in individual rate items, all shipments will be assessed a trailer cleaning charge based on the cleaning method as shown below. Whenever charges are applicable under the provisions of this item, they will be assessed against the party paying the line-haul charges.

TANK CLEANING

Detergent	\$250.00	Pump Wash	\$45.00
Extra Compartment	\$40.00	Seals (per change of seals)	\$20.00
Rinse	\$220.00	Additional Hose	\$20.00
Extra Compartment	\$40.00		
Caustic Wash	\$295.00	Trailer Prep which allows for vacuum	\$95.00
Extra Compartment	\$40.00	or pressure testing and replacement	
Complex Trailer Prep to include	\$330.00	of gaskets (including Teflon).	
Pre-Solve, Food Grade, Caustic,			
Detergent, Diesel Flush		Depressurize Trailer outside Plant Site	\$60.00
Extra Compartment	\$45.00	Nitrogen Blanket provided by Carrier	\$90.00
Hand Scour			
	\$95.00/hour	Check Ball Valve and Installation	\$60.00
Kosher Wash Surcharge	\$590.00		
(unless otherwise negotiated)			

NOTE 1: This item does apply for spotted trailers not associated with a linehaul application.

NOTE 2: The provisions of this Item do NOT apply if after the transportation service has been performed, Carrier is able to utilize the same tank trailer for a subsequent shipment without interior cleaning.

NOTE 3: The provisions of this Item do NOT apply if immediately subsequent to shipment the consignor or consignee elects to clean the tank interior on its own premises or directs the cleaning to be performed at their expense on other than the carrier's premises.

NOTE 4: The provisions of this Item will apply if more than one tank or pump wash is requested/required by the customer per load.

NOTE 5: For tank cleaning of waste products actual tank wash costs apply in addition to the linehaul rate. This note takes precedence over above tank cleaning charges.

Carrier does not assume liability for the recovery of any residue remaining in any tank at the point of unloading. Such responsibility rests wholly with the consignee or shipper and it will be their obligation to remove any such residue if they do so desire. Time consumed by consignee in addition to the two hours allowed for unloading will be charged for at the rates shown in Item 225. If the amount of residue is 5 gallons or less, no charge will apply. If the amount of residue exceeds 5 gallons, charges will be \$20 per gallon for a non-hazardous material or \$30 per gallon for a hazardous material, with such charges applicable to all gallons.

Item 158: PASSIVATION OF TRAILER

- 1) When upon request of shipper or consignee, the Carrier arranges for trailer passivation by an authorized vendor, a separate charge of \$425.00 applies. This service is in addition to the cleaning of the trailer and all other usual procedures that are required to prepare the trailer.

- 2) Time consumed at the site of passivation shall be considered as loading and/or unloading time and shall be charged for as provided in Item 225 if the Driver is required to remain with the trailer. Notwithstanding anything to the contrary in Item 225, Driver Detention charges related to passivation will apply after a one-half (1/2) hour allowance. Additionally, a stop-off charge of \$125.00 will apply if passivation is done separately from the normal tank cleaning process.
 - 3) For miles traveled to the passivation site, out of route miles will be charged at \$2.45 per mile, plus fuel surcharge. This charge will not apply unless total out of route miles exceeds ten miles.
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Item 160: QUOTES

Quotes are for informational purposes only. The correct and applicable rates and charges for a shipment shall be those rates and charges published in this tariff, contract rate schedule or spot rate form in effect of the date shipment.

Item 176: LOADED INCORRECT EQUIPMENT

When Customer incorrectly loads the wrong trailer type, Customer will be asked to reload into a correct trailer. All costs associated with reloading the correct trailer will be the responsibility of the Customer, including costs to move and clean the incorrectly loaded trailer.

Item 180: BOBTAIL SERVICE FEE

If Carrier is required to drop a trailer at a location, and bobtail (i.e., without being connected to a trailer) to a separate location to pick up an empty or loaded trailer, the following additional charges will apply:

Truckload services

\$2.45/mile, subject to a minimum charge of \$260.00

Intermodal Services

\$2.45/mile, subject to a minimum charge of \$260.00

Item 200: APPLICATION OF ACCESSORIAL CHARGES

In addition to line haul or base transportation rates, unless otherwise agreed in writing, the accessorial charges and fees set forth herein or otherwise agreed upon by Carrier and Customer shall be applicable.

Item 205: HOLIDAYS

When Carrier is requested by shipper or consignee to perform transportation pick-up or delivery service on any Holiday such service will be subject to a charge of \$125.00 per shipment in addition to all other lawful charges.

As used in this Tariff, "holiday(s)" shall mean the following days:

UNITED STATES – New Year's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day

CANADA – New Year’s Day, Good Friday, St John Baptist, Canada Day, Civic Holiday, Labor Day, Thanksgiving, Christmas Day, and Boxing Day

Carrier reserves the right to perform, on its own initiative (i.e., not requested by the shipper or consignee, but consented to by the shipper or consignee), services on Holidays for operating reasons. In such instances, the surcharge set forth herein shall not apply.

Item 210: LOADING AND UNLOADING

- a) Carrier will provide “pick-up” at origin, which shall mean collecting freight from a loading site, platform, tank, or other area directly accessible to a highway vehicle. Carrier will likewise “deliver” at destination, which shall mean transporting freight to an unloading site, platform, tank, or other area directly accessible to a highway vehicle.
 - b) When commodities are loaded by shipper on the basis of shipper's weight and count at loading point, and shipper does not elect to seal the tank, Carrier will not be responsible for any apparent overage or shortage at destination brought about by the liquid level or other means, the tank indicating less or greater quantity than the shipper's weight and count. A missing or broken seal shall not affect Carrier’s liability with respect to cargo loss or damage, nor shall it affect the cargo claimant’s burden of proof with respect to cargo loss or damage. A broken or missing seal, in and of itself, is not evidence of damage, nor evidence that a shipment may have been subjected to contamination.
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Item 211: UNLOADING INTO DRUMS, CARBOYS, AND/OR CONTAINERS

- a) When a transported commodity is required to be unloaded directly from a tank or hopper-type vehicle into drums, carboys and/or containers other than storage tanks, the time consumed will be charged for in accordance with the provisions of Item 225_ (Detention: Driver).
 - b) When drumming service is requested on commodities other than corrosive liquids, Carrier’s driver will assist by operating Carrier's pumps or valves on the vehicle during the drumming operations, provided adequate assistance is made available by the consignor or consignee for the actual drumming operation. The consignor and consignee shall assume responsibility for all spillage and/or contamination of material placed in drums.
 - c) An additional charge of fifty dollars (\$50.00) per order will be assessed to cover any portion of the load transferred at request of shipper or consignee into barrels, drums, and/or containers other than regular storage tanks.
 - d) Service will NOT be provided for the unloading of corrosive liquids requiring the use of MC 310, 311, or 312 tank trailers.
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Item 212: PUMP OR AIR COMPRESSOR CHARGE

If loading or unloading requires the use of Carrier’s equipment listed below, Carrier will, upon request of Customer, furnish such equipment if ordered prior to movement of shipment (with these charges to be in addition to all other charges).

<u>EQUIPMENT ORDERED (See Notes Below)</u>	<u>CHARGES (See Notes Below)</u>	
Pump (other than stainless steel)	\$70.00	
Pump (stainless steel)	\$100.00	Minimum or Actual Cost if higher.
Air Compressors (liquid commodities)	\$70.00	
Air Compressor <i>and</i> Pump (other than stainless steel)	\$140.00	

NOTE 1: The charge named herein applies each time equipment is employed in either the act of loading and/or unloading for each stop, pick-up and/or delivery.

NOTE 2: When pump or air compressor equipment is ordered, but not used, the charges herein shall still apply.

Item 213: EMERGENCY AND ACCESSORIAL (INTRA-PLANT) SERVICE CHARGES

Emergency or accessorial service will be provided, if practicable. Such service will be charged for as follows:

- 1) For services performed on Holidays (See Item 205) the Minimum Charge shall be the charge for 8 hours.
- 2) For services performed on Monday through Sunday the Minimum Charge shall be the charge for 6 hours.

<u>EQUIPMENT PROVIDED</u>	<u>HOURLY CHARGES</u>
Tractor and Trailer (m)	\$120.00
Tractor only	\$108.00
Service Truck	\$100.00
Second Driver Requested	\$92.00

Time shall begin when Carrier's equipment leaves Carrier's terminal and continues until the applicable equipment is returned to the Carrier's terminal from which dispatched. Any delay directly attributable to the carrier will be subtracted from the total time. Time of equipment departure and arrival at the terminal will be indicated on the bill of lading and freight bill of each order. In addition to the hourly charge, tank wash charges will apply as provided in Item 157 if a trailer is utilized.

When reference is made to this note, the minimum charge applicable shall be the charge for one (1) hour when the services as outlined herein have been performed and the Carrier's unit is utilized in connection with an order moving under provisions other than this item.

Item 214: HOSE CHARGE

1. When it is necessary to furnish hose in excess of 40 feet (two lengths) to effect either the pick-up, delivery, or both, of a single order, the following provisions and charges will apply:
 - a) If available, either 2, 2.5 or 3 inch rubber hose; inside diameter, will be provided.
 - b) Footage of hose, in excess of 40 feet, as computed in paragraph 2 below, will be charged on the basis of \$50.00 per each extra 20-foot length of hose over 40 feet.
 - c) Hose left at consignee or consignor for their use will be billed at \$50 per 20-foot length, per day, until returned, with a \$750 maximum per month per length of hose. For clarity, this provision shall apply to all hoses (not just those in excess of 40 feet). Customer, and the applicable consignee and/or consignor, shall be responsible for paying Carrier for loss or damage to hose.
 - d) If any fittings are left at the consignee or consignor per their request, a charge of \$15 per day, per fitting, will be charged to the Customer. If the fitting(s) is not returned to Carrier then, in addition to the daily charges, the Customer, and the applicable consignee and/or consignor, shall be responsible for paying Carrier for the full replacement cost of the fitting.
2. For the purpose of this rule, the footage of hose will be computed as follows:

Loading Operations - From the shipper's discharge point to the Carrier's vehicle intake point.

Unloading Operations - From the point of discharge of Carrier's vehicle to the receiver's intake point.
3. When it is necessary for the Carrier to dispatch a service truck or tractor to either the origin or the destination to provide extra hose, an additional charge of \$2.45 per mile for all miles traveled, plus \$90.00 per hour (if total miles are less than 100 miles) will be applicable, calculated from the time the vehicle leaves the terminal until it returns thereto. Subject, at all times, to a minimum charge of \$140.00. Fuel surcharge will also apply on all miles.

Item 215: PROOF OF DELIVERY & PAPERWORK

When Carrier is requested to provide a hard copy of the Bill of Lading to accompany each freight bill, or to load paperwork, bills or invoices into a Customer portal or other web-based application, a fee of \$25 per copy of Bill of Lading will be charged. In order to avoid the P.O.D. fee, Customer may access Carrier's web site (www.schneider.com) to retrieve the necessary documents free of charge and/or request email billing and receive P.O.D.'s at "no charge."

If Carrier is requested to provide additional administrative services, including but not limited to manual invoicing, EDI configuration, or reporting, additional fees will be mutually agreed upon by Carrier and Customer prior to providing such services.

Item 217: TRAILER DETENTION/SPOTTING CHARGES AND OUT OF ROUTE MILES

When, at the direction of the shipper, consignee or other liable party, a trailer is dropped at the shipper, consignee or other location, that drop is considered trailer detention or spotting service. The trailer may be

dropped for advance loading, steaming, unloading, heel disposition, or any other Customer directed, and Carrier approved, purpose. For Storage in Transit, see Item 220.

Trailer Detention/Spotting Charges: \$275 per 24-hour period or fraction thereof for the time the trailer is dropped.

If there is an agreement to provide a Customer location with a pool of trailers for loading and/or unloading, the charges for trailer detention associated with that agreement will take precedence over these provisions.

When trailer detention is requested for either loading or unloading of a shipment, a charge of \$2.45 per mile will be charged for the miles traveled from the Carrier's terminal from which the equipment was dispatched to the loading and/or unloading site and return, subject to a minimum charge of \$260.00, plus fuel surcharge. An additional Stop Charge of \$125.00 will also apply.

If after dropping an empty trailer for loading, the driver leaves the shipper's facility with a loaded trailer, out of route mileage charges will only apply for the miles travelled from the Carrier's terminal from which the equipment was dispatched to the loading point. No additional Stop Charge will be applicable.

When trailer detention is requested for any other purpose, and no load is transported, a charge of \$2.45 per mile will be charged for the miles traveled from the Carrier's terminal from which the equipment was dispatched to the loading and/or unloading site and return, subject to a minimum charge of \$260.00, plus fuel surcharge. An additional Stop Charge of \$125.00 will also apply.

Once the trailer is loaded and picked up and prior to the final unloading, if the Customer directs the Carrier to run additional miles with the trailer beyond what is specified on the original bill of lading for the shipment, those additional miles will be billed at the linehaul rate per mile. If the linehaul rate is a flat charge and an alternative rate per mile application exists for the Customer, the applicable rate per mile will be applied for the total distance traveled.

If no linehaul revenue (load) is associated with the spotting of the trailer, and the trailer requires washing after being spotted, standard tank cleaning charges will apply per Item 157.

Item 219: DRY BREAK DISCONNECT FITTING

A \$300 charge applies when the shipper or consignee requires the use of a Dry Break Disconnect fitting which is supplied by the Carrier. If Carrier is required to make an extra stop at one of its operating centers to install the fitting, a \$125 stop charge will apply in addition to driver detention charges as provided in Item 225 (one hour allowance is applicable before Driver Detention charges begin to accrue). When out of route miles to install the fitting exceeds ten miles, then all out of route miles will be billed at \$2.45 per mile, plus fuel surcharge.

Item 220: STORAGE IN TRANSIT - TRAILER OR CONTAINER

When Carrier's trailers (exclusive of the driver and tractor) are delayed or detained in transit through no fault of the Carrier, the following Storage In Transit charges will be assessed which will be in addition to all other lawful transportation charges. This also applies to Delays In Transit due to consignor scheduling a load with excessive days between pickup and deliver appointments.

Over the Road Services

\$275 per 24-hour period or fraction thereof

Intermodal services

Day container dropped plus next day	No Charge
Days 1-2	\$375.00
Days 3-8	\$475.00
Days 9 and beyond	\$600.00

Note: For Intermodal Services, Storage In Transit charges cover both the in transit container detention charges and ramp storage charges. In the event of Carrier requested reschedule, the "No Charge" allotted time is based on the first day of Carrier availability plus two (2) additional calendar days, excluding weekends and holidays. After allowed time expires, charges are calculated as listed above.

Item 225: DETENTION; DRIVER

When the loading or unloading of freight is delayed and the Carrier's driver is detained at or on the premises of the consignor or consignee, or at a place designated by either the consignor or consignee, or at a place designated by either the consignor or consignee for the service requested, the following provisions will apply:

- a) Loading operations: Two (2) hours allowance before Driver Detention accrues.
- b) Unloading operations: Two (2) hours allowance before Driver Detention accrues.
- c) In connection with services performed under the provisions of Item 270 (Vehicles Furnished but Not Used) there will be no allowance time for detention of driver or equipment.
- d) Wait time in excess of the allowance will be charged for at the rate of \$30 per quarter hour (i.e. 15 minutes). Chargeable time will be rounded up to the next quarter hour.
- e) The time frames for calculating time allowance and applicable detention charges shall be deemed to run from the time the driver arrives on the premises until the time when all connections have been removed, necessary shipping documents have been executed, and the driver is ready to leave the premises.
- f) Driver records the time consumed in each step of the loading or unloading on the electronic Driver Report including the reasons for any delay. A copy of the Driver Report Form accompanies the invoice to support driver detention and other charges.
- g) When Carrier is requested to weigh units, and a weight scale is not located on the shipper's or consignee's premises (as applicable), all time consumed in weighing units and travel to and from the weight scale shall be considered as loading and/or unloading time. This applies when scaling is required after arrival and before final departure of the shipper's or consignee's premises (as applicable).
- h) When, through no fault of the Carrier, vehicles are detained at the United States or Canadian International Borders (Port of Entry), detention charges will be assessed after the expiration of one (1) hour time allowance. (This applies when Carrier is passing through the border or leaving a trailer at the border).
 - i) When trailers are delivered to or received from Canadian or Mexican Carriers at the United States or foreign Port of Entry and Carrier is required to detain its power unit and driver at Port of Entry pending the return of the trailer to such Port of Entry, one (1) hour time allowance applies. All time in excess of allowance will be charged at the rates stated above. In addition to these rules and charges, Item 229 herein applies.

Item 228: OVERNIGHT AND WEEKEND LAYOVER

When loading or unloading has not been completed by 5:00 p.m., the driver(s) may be released from standby duty by the shipper or consignee with instructions to remain in the vicinity to complete loading or unloading on a later date. The following charges will apply:

- 1) One-night layover: Elapsed time between 5:00 p.m. and 8:00 a.m. each night for which the vehicle is not actively engaged in loading or unloading is charged \$650.00 for a single driver operation and \$950.00 for a two-driver team.

- 2) Full Weekend Layover: Elapsed time between Friday afternoon 5:00 p.m. to Monday morning 8:00 a.m. for which the vehicle is not actively engaged in loading or unloading is charged \$1300.00 for a single driver operation and \$2200.00 for a two-driver team.

Note: While driver(s) is on standby duty during normal working hours between 8:00 a.m. and 5:00 p.m., Item 225 applies.

Item 229: BORDER SURCHARGE- EXPORT TO MEXICO AND CANADA TO INCLUDE CARRIER TRAILER USAGE

The rates named in tariffs and contracts governed by this tariff do not cover additional costs which are incurred, such as delays at the border, use of Carrier trailer and other related procedures. When Carrier transports Export shipments to the U.S./Mexico border, a Border Surcharge (to include an administrative crossing fee and carrier trailer usage) will be assessed for each shipment (this does not include border and brokerage fees.) This charge varies by crossing point as follows:

- a) Stop-off provision applies unless otherwise excepted.

Crossing Point		Charge per Load
Brownsville TX	(s)	\$750
Laredo TX	(s)	\$500

This charge will be in addition to all other lawful charges and will be paid by the party responsible for payment of the line-haul freight charges. Additionally, trailers entering Mexico will be allowed a five (5) day allowance in Mexico after which a charge of \$200.00 per day will be assessed, unless otherwise excepted. These charges apply only on loads from the U.S. to Mexico; THEY DO NOT APPLY FROM MEXICO TO THE U.S.

Any transportation or billing arrangements made by Carrier regarding transportation in Mexico - including the quotation of through rates - are made solely as an accommodation and convenience to shipper. Notwithstanding such transportation or billing arrangements made by Carrier regarding transportation in Mexico, Carrier does not have authority, does not hold itself out as providing, and does not in fact provide service to or within Mexico. Carrier's liability is therefore limited to transportation occurring within the United States, and in no event will Carrier be liable for any loss, damage, destruction or delay arising from or related to motor carrier services rendered in Mexico, regardless of any provisions of this Tariff to the contrary.

When Carrier transports Export shipments to Canada, a Border Surcharge of \$275.00 per shipment will apply. Do not apply an Extra Stop Charge when applying this item.

The rates named in tariffs and contracts governed by this tariff do not cover additional costs which are incurred, such as delays at the border and other related procedures.

Item 230: TRUCKLOAD FUEL SURCHARGE (See Notes)

Except as otherwise provided, truckload services governed by this Tariff will be subject to a fuel surcharge based upon the following table: (NOTE: Fuel surcharges not only apply to linehaul charges, but also apply to all mileage applications including, but not limited to, dispatch of equipment, advance loading, cancelled shipments, scaling and spotting of trailers, etc.)

Fuel surcharge will be determined on a weekly basis and guided entirely by the Energy Information Administration of the Department of Energy, which issues the national average price of self-serve diesel fuel on Monday of each week. The fuel surcharge shall become effective that Monday.

TO VERIFY THE WEEKLY AVERAGE YOU CAN CALL (202) 586-6966 EACH MONDAY AFTER 4:00 P.M. EDT

FUEL PRICE		FUEL SURCHARGE
(In dollars per gallon)		(Percent of linehaul)
\$0.000	\$1.150	0.0%
\$1.151	\$1.180	0.5%
\$1.181	\$1.210	0.9%
\$1.211	\$1.240	1.2%
\$1.241	\$1.270	1.6%
\$1.271	\$1.300	2.0%
\$1.301	\$1.330	2.3%
\$1.331	\$1.360	2.7%
\$1.361	\$1.390	3.0%
\$1.391	\$1.420	3.4%
\$1.421	\$1.450	3.8%
\$1.451	\$1.480	4.1%
\$1.481	\$1.510	4.5%
\$1.511	\$1.540	4.9%
\$1.541	\$1.570	5.2%
\$1.571	\$1.600	5.6%
\$1.601	\$1.630	6.0%
\$1.631	\$1.660	6.3%
\$1.661	\$1.690	6.7%
\$1.691	\$1.720	7.0%
\$1.721	\$1.750	7.4%
\$1.751	\$1.780	7.8%
\$1.781	\$1.810	8.1%
\$1.811	\$1.840	8.5%
\$1.841	\$1.870	8.9%
\$1.871	\$1.900	9.2%
\$1.901	\$1.930	9.6%
\$1.931	\$1.960	9.9%
\$1.961	\$1.990	10.3%
\$1.991	\$2.020	10.7%
\$2.021	\$2.050	11.0%
\$2.051	\$2.080	11.4%
\$2.081	\$2.110	11.8%
\$2.111	\$2.140	12.1%
\$2.141	\$2.170	12.5%
\$2.171	\$2.200	12.8%
\$2.201	\$2.230	13.2%
\$2.231	\$2.260	13.6%
\$2.261	\$2.290	13.9%
\$2.291	\$2.320	14.3%
\$2.321	\$2.350	14.7%
\$2.351	\$2.380	15.0%
\$2.381	\$2.410	15.4%
\$2.411	\$2.440	15.8%
\$2.441	\$2.470	16.1%
\$2.471	\$2.500	16.5%
\$2.501	\$2.530	16.8%
\$2.531	\$2.560	17.2%

\$2.561	\$2.590	17.6%
\$2.591	\$2.620	17.9%
\$2.621	\$2.650	18.3%
\$2.651	\$2.680	18.7%
\$2.681	\$2.710	19.0%
\$2.711	\$2.740	19.4%
\$2.741	\$2.770	19.7%
\$2.771	\$2.800	20.1%
\$2.801	\$2.830	20.5%
\$2.831	\$2.860	20.8%
\$2.861	\$2.890	21.2%
\$2.891	\$2.920	21.6%
\$2.921	\$2.950	21.9%
\$2.951	\$2.980	22.3%
\$2.981	\$3.010	22.6%
\$3.011	\$3.040	23.0%
\$3.041	\$3.070	23.4%
\$3.071	\$3.100	23.7%
\$3.101	\$3.130	24.1%
\$3.131	\$3.160	24.5%
\$3.161	\$3.190	24.8%
\$3.191	\$3.220	25.2%
\$3.221	\$3.250	25.6%
\$3.251	\$3.280	25.9%
\$3.281	\$3.310	26.3%
\$3.311	\$3.340	26.6%
\$3.341	\$3.370	27.0%
\$3.371	\$3.400	27.4%
\$3.401	\$3.430	27.7%
\$3.431	\$3.460	28.1%
\$3.461	\$3.490	28.5%
\$3.491	\$3.520	28.8%
\$3.521	\$3.550	29.2%
\$3.551	\$3.580	29.5%
\$3.581	\$3.610	29.9%
\$3.611	\$3.640	30.3%
\$3.641	\$3.670	30.6%
\$3.671	\$3.700	31.0%
\$3.701	\$3.730	31.4%
\$3.731	\$3.760	31.7%
\$3.761	\$3.790	32.1%
\$3.791	\$3.820	32.4%
\$3.821	\$3.850	32.8%
\$3.851	\$3.880	33.2%
\$3.881	\$3.910	33.5%
\$3.911	\$3.940	33.9%
\$3.941	\$3.970	34.3%
\$3.971	\$4.000	34.6%
\$4.001	\$4.030	35.0%
\$4.031	\$4.060	35.4%
\$4.061	\$4.090	35.7%
\$4.091	\$4.120	36.1%
\$4.121	\$4.150	36.4%
\$4.151	\$4.180	36.8%
\$4.181	\$4.210	37.2%
\$4.211	\$4.240	37.5%
\$4.241	\$4.270	37.9%
\$4.271	\$4.300	38.3%
\$4.301	\$4.330	38.6%

\$4.331	\$4.360	39.0%
\$4.361	\$4.390	39.3%
\$4.391	\$4.420	39.7%
\$4.421	\$4.450	40.1%
\$4.451	\$4.480	40.4%
\$4.481	\$4.510	40.8%
\$4.511	\$4.540	41.2%
\$4.541	\$4.570	41.5%
\$4.571	\$4.600	41.9%
\$4.601	\$4.630	42.3%
\$4.631	\$4.660	42.6%
\$4.661	\$4.690	43.0%
\$4.691	\$4.720	43.3%
\$4.721	\$4.750	43.7%
\$4.751	\$4.780	44.1%
\$4.781	\$4.810	44.4%
\$4.811	\$4.840	44.8%
\$4.841	\$4.870	45.2%
\$4.871	\$4.900	45.5%
\$4.901	\$4.930	45.9%
\$4.931	\$4.960	46.2%
\$4.961	\$4.990	46.6%
\$4.991	\$5.020	47.0%
\$5.021	\$5.050	47.3%
\$5.051	\$5.080	47.7%
\$5.081	\$5.110	48.1%
\$5.111	\$5.140	48.4%
\$5.141	\$5.170	48.8%
\$5.171	\$5.200	49.1%
\$5.201	\$5.230	49.5%
\$5.231	\$5.260	49.9%
\$5.261	\$5.290	50.2%
\$5.291	\$5.320	50.6%
\$5.321	\$5.350	51.0%
\$5.351	\$5.380	51.3%
\$5.381	\$5.410	51.7%
\$5.411	\$5.440	52.1%
\$5.441	\$5.470	52.4%
\$5.471	\$5.500	52.8%
\$5.501	\$5.530	53.1%
\$5.531	\$5.560	53.5%
\$5.561	\$5.590	53.9%
\$5.591	\$5.620	54.2%
\$5.621	\$5.650	54.6%
\$5.651	\$5.680	55.0%
\$5.681	\$5.710	55.3%
\$5.711	\$5.740	55.7%
\$5.741	\$5.770	56.0%
\$5.771	\$5.800	56.4%
\$5.801	\$5.830	56.8%
\$5.831	\$5.860	57.1%
\$5.861	\$5.890	57.5%
\$5.891	\$5.920	57.9%
\$5.921	\$5.950	58.2%
\$5.951	\$5.980	58.6%
\$5.981	\$6.010	58.9%
\$6.011	\$6.040	59.3%
\$6.041	\$6.070	59.7%
\$6.071	\$6.100	60.0%

\$6.101	\$6.130	60.4%
\$6.131	\$6.160	60.8%
\$6.161	\$6.190	61.1%
\$6.191	\$6.220	61.5%
\$6.221	\$6.250	61.9%
\$6.251	\$6.280	62.2%
\$6.281	\$6.310	62.6%
\$6.311	\$6.340	62.9%
\$6.341	\$6.370	63.3%
\$6.371	\$6.400	63.7%
\$6.401	\$6.430	64.0%
\$6.431	\$6.460	64.4%
\$6.461	\$6.490	64.8%
\$6.491	\$6.520	65.1%
\$6.521	\$6.550	65.5%
\$6.551	\$6.580	65.8%
\$6.581	\$6.610	66.2%
\$6.611	\$6.640	66.6%
\$6.641	\$6.670	66.9%
\$6.671	\$6.700	67.3%
\$6.701	\$6.730	67.7%
\$6.731	\$6.760	68.0%
\$6.761	\$6.790	68.4%
\$6.791	\$6.820	68.7%
\$6.821	\$6.850	69.1%
\$6.851	\$6.880	69.5%
\$6.881	\$6.910	69.8%
\$6.911	\$6.940	70.2%
\$6.941	\$6.970	70.6%
\$6.971	\$7.000	70.9%
\$7.001	\$7.030	71.3%
\$7.031	\$7.060	71.7%
\$7.061	\$7.090	72.0%
\$7.091	\$7.120	72.4%
\$7.121	\$7.150	72.7%
\$7.151	\$7.180	73.1%
\$7.181	\$7.210	73.5%
\$7.211	\$7.240	73.8%
\$7.241	\$7.270	74.2%
\$7.271	\$7.300	74.6%
\$7.301	\$7.330	74.9%
\$7.331	\$7.360	75.3%
\$7.361	\$7.390	75.6%
\$7.391	\$7.420	76.0%
\$7.421	\$7.450	76.4%
\$7.451	\$7.480	76.7%
\$7.481	\$7.510	77.1%
\$7.511	\$7.540	77.5%
\$7.541	\$7.570	77.8%
\$7.571	\$7.600	78.2%
\$7.601	\$7.630	78.6%
\$7.631	\$7.660	78.9%
\$7.661	\$7.690	79.3%
\$7.691	\$7.720	79.6%
\$7.721	\$7.750	80.0%
\$7.751	\$7.780	80.4%
\$7.781	\$7.810	80.7%
\$7.811	\$7.840	81.1%
\$7.841	\$7.870	81.5%

\$7.871	\$7.900	81.8%
\$7.901	\$7.930	82.2%
\$7.931	\$7.960	82.5%
\$7.961	\$7.990	82.9%
\$7.991	\$8.020	83.3%
\$8.021	\$8.050	83.6%
\$8.051	\$8.080	84.0%
\$8.081	\$8.110	84.4%
\$8.111	\$8.140	84.7%
\$8.141	\$8.170	85.1%
\$8.171	\$8.200	85.4%
\$8.201	\$8.230	85.8%
\$8.231	\$8.260	86.2%
\$8.261	\$8.290	86.5%
\$8.291	\$8.320	86.9%

Note: The same formula will apply if the cost of fuel exceeds the above table.

ITEM 235: INTERMODAL FUEL SURCHAGE

Except as otherwise provided, intermodal services governed by this Tariff will be subject to a fuel surcharge based upon the following table: (NOTE: Fuel surcharges not only apply to linehaul charges, but also apply to all mileage applications for intermodal shipments including but not limited to dispatch of equipment, advance loading, cancelled shipments, scaling and spotting of trailers).

It will be determined on a weekly basis and guided entirely by the Energy Information Administration of the Department of Energy, which issues the national average price of self-serve diesel fuel on Monday of each week. The fuel surcharge shall become effective that Monday.

TO VERIFY THE WEEKLY AVERAGE YOU CAN CALL (202) 586-6966 EACH MONDAY AFTER 4:00 P.M. EDT

FUEL PRICE		FUEL SURCHARGE
(In dollars per gallon)		(Percent of linehaul)
\$0.000	\$1.049	0.0%
\$1.050	\$1.149	0.5%
\$1.150	\$1.249	1.0%
\$1.250	\$1.349	1.5%
\$1.350	\$1.449	2.0%
\$1.450	\$1.549	2.5%
\$1.550	\$1.649	3.0%
\$1.650	\$1.749	3.5%
\$1.750	\$1.849	4.0%
\$1.850	\$1.949	4.5%
\$1.950	\$2.049	5.0%
\$2.050	\$2.149	5.5%
\$2.150	\$2.249	6.0%
\$2.250	\$2.349	6.5%
\$2.350	\$2.449	7.0%
\$2.450	\$2.549	7.5%
\$2.550	\$2.649	8.0%
\$2.650	\$2.749	8.5%
\$2.750	\$2.849	9.0%
\$2.850	\$2.949	9.5%
\$2.950	\$3.049	10.0%

\$3.050	\$3.149	10.5%
\$3.150	\$3.249	11.0%
\$3.250	\$3.349	11.5%
\$3.350	\$3.449	12.0%
\$3.450	\$3.549	12.5%
\$3.550	\$3.649	13.0%
\$3.650	\$3.749	13.5%
\$3.750	\$3.849	14.0%
\$3.850	\$3.949	14.5%
\$3.950	\$4.049	15.0%
\$4.050	\$4.149	15.5%
\$4.150	\$4.249	16.0%
\$4.250	\$4.349	16.5%
\$4.350	\$4.449	17.0%
\$4.450	\$4.549	17.5%
\$4.550	\$4.649	18.0%
\$4.650	\$4.749	18.5%
\$4.750	\$4.849	19.0%
\$4.850	\$4.949	19.5%
\$4.950	\$5.049	20.0%
\$5.050	\$5.149	20.5%
\$5.150	\$5.249	21.0%
\$5.250	\$5.349	21.5%
\$5.350	\$5.449	22.0%
\$5.450	\$5.549	22.5%
\$5.550	\$5.649	23.0%
\$5.650	\$5.749	23.5%
\$5.750	\$5.849	24.0%
\$5.850	\$5.949	24.5%
\$5.950	\$6.049	25.0%
\$6.050	\$6.149	25.5%
\$6.150	\$6.249	26.0%
\$6.250	\$6.349	26.5%
\$6.350	\$6.449	27.0%
\$6.450	\$6.549	27.5%
\$6.550	\$6.649	28.0%
\$6.650	\$6.749	28.5%
\$6.750	\$6.849	29.0%
\$6.850	\$6.949	29.5%
\$6.950	\$7.049	30.0%
\$7.050	\$7.149	30.5%
\$7.150	\$7.249	31.0%
\$7.250	\$7.349	31.5%
\$7.350	\$7.449	32.0%
\$7.450	\$7.549	32.5%
\$7.550	\$7.649	33.0%
\$7.650	\$7.749	33.5%
\$7.750	\$7.849	34.0%
\$7.850	\$7.949	34.5%
\$7.950	\$8.049	35.0%

Note: The same formula will apply if the cost of fuel exceeds the above table.

Item 240: SPECIAL PERMITS OR FEES

When Federal, State, or Municipal regulations or laws, or specific customer requests require special permits, tolls, fees, phone calls or other extraordinary expenses not normally encountered in the conduct of truckload freight movements the payment of such charges will be the responsibility of the party responsible for the freight charges.

In addition, a charge of \$200.00, plus any additional sufferance warehouse charges, shall apply to each shipment moving "in-bond" in accordance with regulations of U.S. Customs and Border Protection, or the Canada Border Services Agency.

Item 245: INSPECTIONS

Customer will be responsible for any fees assessed with respect to any inspection performed by or on behalf of any governmental authority. Detention charges, subject to allowed time, will apply during any such inspection as set forth in this Tariff.

Item 250: TOLLS; BRIDGE, FERRY, TUNNEL, AND ROAD CHARGES

In concert with mileage calculations, a companion tolls calculation software will be used to determine toll charges. Actual road and bridge toll charges will be based on the current version of PC Miler with the Toll Package. Shortest distance with Discount Tolls applies. Receipts will not be provided. Toll charges will be assessed in addition to any and all other lawful transportation and related charges.

When the shortest direct highway route the vehicle can legally traverse from origin to destination or from destination back to origin requires use of toll bridges, ferries, tunnels, or roads, the actual toll charge (and permit costs) incurred by the Carrier shall be charged to the party responsible for payment of the linehaul freight charges, unless otherwise excepted. Any time consumed waiting at, on, or in the bridge, ferry, tunnel, or road shall be charged for at the rate of \$60.00 per half (1/2) hour or fraction thereof and will be billed to the party responsible for the linehaul freight charges.

Item 255: FERRY CHARGES

Shipments originating at or destined to Vancouver Island, BC or Island of Newfoundland are subject to an additional charge of \$1,000.00 per shipment, plus fuel surcharge. In addition, standard driver detention charges apply for all driver time while on board the ferry. No time allowance applies.

Item 260: INTERNATIONAL SHIPMENTS

Customer is responsible for timely providing full and accurate customs documentation. Any discrepancy between the information supplied and the finalized information obtained during the customs process (including, but not commodity information) requiring documents to be modified will be subject to a \$65 charge.

For international shipments, border crossing and customs documents are needed by the following:

Inbound/Outbound Canada – before pickup for Truckload and before train cutoff date for Intermodal
Inbound/Outbound Mexico – day of pickup + 2 additional days

Any documents not submitted timely will be subject to a charge of \$100 per day.

If the Customer fails to provide appropriate pre-notification to U.S. Customs on shipments that cross a U.S. border and a driver delay results, standard driver detention charges apply subject to a \$500 minimum charge. (NOTE: No time allowance will apply before driver detention charges begin to accrue.)

Item 263: CUSTOMS BROKERAGE AND FREIGHT FORWARDING

In the event Customer requests and Carrier agrees to arrange for customs brokerage and/or freight forwarding service, Customer shall be responsible for paying the costs of such service (including, but not limited to, country entry preparation/customs clearance fees, forwarding charges and drayage services) plus a surcharge of 20% of the total of such costs.

Item 270: VEHICLE REQUESTED BUT NOT USED (CANCELLED SHIPMENT/ORDER)

When a vehicle is ordered by a Customer and such order is subsequently cancelled by shipper or consignee after the vehicle has been dispatched, a Vehicle Requested and Not Used charge of \$500 will apply. Additionally, all miles travelled by the driver will be billable at \$2.45 per mile, plus fuel surcharge.

If the driver has not been dispatched and the load is cancelled on or after 3 pm of the day prior to scheduled pickup, a Vehicle Requested and Not Used charge of \$500 will apply.

If the driver has not been dispatched and the load is cancelled on the day of scheduled pickup or after 3 pm of the day prior to scheduled pickup, and the pickup is rescheduled for a later date, a Vehicle Requested and Not Used charge of \$300 will apply.

If the driver has not been dispatched and the load is cancelled before 3 pm of the day prior to scheduled pickup, no Vehicle Requested and Not Used charge will apply.

When loading has begun prior to cancellation, a tank cleaning charge of \$295 will apply.

Except as otherwise provided, when the vehicle ordered is subsequently cancelled for shipment of the commodity for which it was specifically ordered, but such vehicle is used, by the same company on another load, the provisions of this Item shall not apply.

If cancelled load is loaded and enroute, it becomes a "return" shipment.

For Driver Detention (Item 225), no time allowance applies, driver detention charges accrue immediately if Vehicle Requested Not Used provisions apply.

Item 271: STEAM HEATING SERVICES

When, upon request of shipper or consignee, a shipment is stopped in transit for the purpose of heating the product by steam or any other means, the following procedures will apply.

- 1) Carrier will apply heat for the length of time prescribed by the shipper or consignee. Heating time will be deemed to start at the time the heat is applied to the product and shall end when the heat is removed.
 - 2) It shall be the responsibility of the shipper or consignee to make the arrangements for the use of steam or other heating facilities at its own expense, although Carrier will, if requested, attempt to locate such facilities and make arrangements for their use; provided, however, that the shipper or consignee shall agree to pay Carrier for the time spent doing so at a rate of \$32.50 per quarter hour, subject to a minimum charge of \$130.00.
 - 3) Time consumed by heating at shipper's site of pickup and/or consignee's site of delivery and/or steaming facility shall be considered as loading and/or unloading time and shall be charged for as provided in Item 225; however, only one-half hour (1/2) time allowance will be allowed if a trailer is heated at a 3rd party steaming facility. Additionally, a \$125.00 stop-off charge will apply if steaming is not done at the shipper or consignee. If the driver drops the trailer for steaming and is no longer on the clock for driver detention, trailer detention charges apply as well.
 - 4) For miles traveled from the shipper site or consignee's site to the steaming facility, out of route miles will be charged at \$2.45 per mile plus fuel surcharge. This note will not apply unless total out of route miles exceeds ten miles.
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Item 272: HEATING IN TRANSIT

- 1) Except as otherwise provided, Carrier will, upon request of consignor or consignee, furnish, if available, a trailer equipped with a controlled heating-in-transit system. An additional charge of \$200.00 shall be applicable on each shipment for which a trailer so equipped is ordered and provided. Carrier does not offer controlled temperature or protective service for Intermodal services.
 - 2) When a shipment is transported in a Customer-provided trailer containing a heating system utilizing tractor supplied heat, Carrier will, upon request of such shipper, furnish if available, a tractor equipped to supply heat to the shipper-provided trailer. A charge of \$50.00 shall be applicable on each shipment for which a tractor so equipped is ordered and provided.
 - 3) Charges set forth in this item shall be in addition to all other lawful charges assessed against the shipment.
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Item 275: COMPARTMENT SURCHARGE

A 30% surcharge will apply to linehaul charges (excluding accessorial charges, and subject to a \$150.00 minimum) on all shipments which require a compartment trailer for multi-stop or multi product delivery, except as otherwise provided.

Item 280: EXPEDITED/TEAM SERVICE

When a Customer tenders a load and the Customer requests a transit time that cannot be met within the regular available driving hours of a single driver unit, or where Customer otherwise requests services requiring two operators or a driver “relay” (including relay loads that can’t be handled by a single driver with full hours), Carrier may consider such load a request for expedited service in transit. Such service may be provided with a driver team or via relay through two or more single driver units. In addition to all other applicable charges, an additional charge of thirty cents (\$.30) per loaded mile will be assessed, subject to a minimum charge of \$300.00.

Item 300: CARRIER LIABILITY AND RELEASED VALUE

- a) Carrier Liability. Carrier’s liability for loss, damage, or destruction to cargo transported, including due to unreasonable delay, shall be that of a motor carrier as set forth in the Carmack Amendment currently codified at 49 U.S.C. § 14706 (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate, or involves foreign commerce. The period of Carrier’s liability shall commence at the later of the time that cargo is loaded onto the transporting trailer or, if such loading occurs at any time while such trailer is not coupled to a power unit operated by Carrier, then upon coupling of a power unit operated by Carrier to the trailer. The period of Carrier’s liability shall terminate once Carrier has made the trailer available for unloading at the consignee’s location. Carrier’s sole liability with respect to delay in pick-up or transportation shall be if Carrier fails to deliver with reasonable dispatch and such failure results in loss, damage or destruction to cargo being transported, provided such instructions and details about product time limits are provided at time of load tender. Delivery of the cargo to the consignee without notation of loss, damage, or shortage on the bill of the lading shall result in a presumption that all cargo was delivered in good order and condition, and without loss, damage, or shortage.
- b) Limitations of Liability. Unless a higher value is declared by Customer in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, Carrier’s liability for loss, damage, or destruction as to any cargo shall not exceed the lesser of the cost to repair or replace lost, damaged, or destroyed cargo, or the amounts stated below:
- i. Default Limitation of Liability. Unless a different limitation set forth in this Tariff applies, Carrier’s liability is limited to the lesser of (i) product production cost, (ii) manufacturing cost, or (iii) \$50,000.00 per trailer or conveyance.
 - ii. Limitation of Liability for shipments moving to, from or within Mexico. Carrier’s liability with respect to loss, damage, to, or destruction of the cargo that occurs in the U.S. or Canada while the same is under Carrier’s care, custody or control shall be limited to the lesser of (i) product production cost, (ii) manufacturing cost, or (iii) or \$50,000 per trailer or conveyance. The foreign carrier providing services in Mexico will be responsible for the due care of, and any loss or damage to, any cargo in accordance with the terms of Mexican law (including Articles 66 & 67 of the *Ley de Caminos Puentes y Autotransporte Federal* as published in the *Diario Oficial de la Federación* on December 22, 1993, which limits liability to a maximum of fifteen (15) times the current daily value of the Unit of Measure and Update as published in the *Diario Oficial de la Federación*. CARRIER DOES NOT OPERATE IN MEXICO AND WILL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE, DESTRUCTION OR DELAY ARISING FROM OR RELATED TO MOTOR CARRIER SERVICES RENDERED IN MEXICO. IF IT IS UNCLEAR WHERE CARGO LOSS, DAMAGE OR DESTRUCTION OCCURRED WITH RESPECT TO CARGO MOVING TO OR FROM MEXICO, THERE WILL BE A PRESUMPTION THAT SUCH LOSS, DAMAGE OR DESTRUCTION OCCURRED IN MEXICO UNLESS THE CLAIMANT PROVES OTHERWISE BY CLEAR AND CONVINCING EVIDENCE.

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- iii. *Consignments Containing Food.* Limitations applicable to shipments containing Food (as defined in Item 340) are set forth in Item 340.
- c) Declaring values in excess of the otherwise applicable limitation.
- i. Carrier must be notified at the time it agrees to transport cargo that a value in excess of the otherwise applicable limit (as established by the foregoing) will be declared, and the amount that will be declared. The limitation of liability set forth in subsection (b) above shall be valid unless Carrier has agreed, in a writing signed by an authorized representative (which must be a Vice-President (or higher)), to accept the cargo at the declared value. In order to request such additional liability, the Customer must contact Carrier and make such request. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation sheet acknowledging Carrier's acceptance of increased liability and reflecting additional charges as mutually agreed. Carrier's driver is not an authorized representative of Carrier for purposes of this provision, meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring value. For Intermodal services, cargo with a value in excess of the otherwise applicable limit shall be subject to a minimum \$200 charge for the additional declared value.
- ii. Declared values in excess of \$250,000 shall not be accepted, and in the event Customer attempts to declare a value in excess of \$250,000 per trailer or conveyance, Carrier's liability shall continue to be subject to the otherwise applicable limitation.
- iii. In no event shall Carrier's liability exceed the lesser of the actual value of the cargo or the declared value.
- d) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier. Carrier expressly reserves the right, at its option, to withhold, deduct or set-off any amounts due Carrier under this Tariff from any payment otherwise due Customer.
- e) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, with respect to any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the Customer.
- f) Carrier shall have the full benefit of the limitations on the amount of Carrier's liability for cargo loss, damage or destruction as set forth herein unless the Carrier has converted the cargo to its own use or, with the express purpose thereof, has intentionally destroyed the cargo.
- g) If for any reason Carrier is unable to make delivery, including, but not limited to, the consignee's failure to accept the delivery, Carrier may deposit the cargo with a public warehouse or at a facility of Carrier (either in the Carrier's trailer, or transloaded to another applicable container). Upon deposit with a third-party, Carrier's responsibility for the cargo shall terminate. Upon deposit at one of Carrier's own facilities, Carrier's liability shall become that of a warehouseman under the Uniform Commercial Code, in which event, all limitations to and exclusions from Carrier's liability for loss, damage or destruction shall apply, but Carrier shall only be liable if loss, damage, or destruction is due to its failure to exercise reasonable care with respect to the cargo.
- h) Carrier's sole liability, and Customer's sole recovery, with respect to cargo loss, damage or delay will be as set forth in this Item and in no event will Carrier be liable under any other theory of law, nor to any party other than the actual beneficial owner of cargo, or its direct assignee, with respect to any claim arising from or related to loss or damage to cargo or delay. If Customer is not the beneficial cargo owner, then Customer warrants and

represents that it is authorized to bind the beneficial cargo owner to this provision. In no event will the concept of deviation apply to services provided hereunder.

Item 310: FILING OF CARGO CLAIMS

- a) Claims in writing required. Claims for loss, damage, injury, or delay to cargo must be filed in writing, as provided in the minimum filing requirements in subparagraph (b) below, and as otherwise may be required by law. For purposes of this tariff, damage to cargo includes, without limitation, contamination of such cargo.
- b) Minimum filing requirements. A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date delivery should have been made. To be considered sufficient, such communication must be submitted: (1) containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money. Each claim must be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a copy of the original invoice, or an extract made therefrom, all certified by the claimant to be true and correct.
- c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents will not be considered by Carrier as meeting the minimum filing requirements specified in subparagraph (b) above.
- d) Claims filed for uncertain amounts. Whenever a claim is presented against Carrier for an uncertain amount, such as "\$100 more or less," Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.
- e) Concealed damage claims. When damage or contamination to contents of a shipping container is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to Carrier upon discovery, and a sample of the product prior to unload and after unload will be made available to Carrier as well as test results proving loss within the claim. Claims for concealed damage must be reported to Carrier within 15 days of the date of delivery. Notice of loss or damage and request for inspection/testing may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier.

If more than three (3) days (or, with respect to shipments in Mexico, twenty-four (24) hours) pass between date of delivery of shipment by Carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it shall be the obligation of the consignee to offer clear and convincing evidence that loss or damage occurred prior to receipt by the consignee. While awaiting inspection by Carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

- f) Institution of Suits. Suit for loss, damage, injury or delay shall be instituted against Carrier no later than two years and one day from the day when written notice is given by the Carrier to the claimant that Carrier has disallowed all or any part of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.
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Item 320: INVESTIGATIONS OF CARGO CLAIMS

Each claim for loss or damage to cargo filed against Carrier in the manner prescribed herein will be promptly and thoroughly investigated.

Carrier reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim.

For shipments or any part thereof which are not delivered, Carrier reserves the right to require certification from the claimant that the missing cargo has not been received from any other source.

Item 330: ACKNOWLEDGMENT OF CLAIMS

Carrier will, upon receipt in writing of a proper claim in the manner required, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by Carrier unless Carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. Carrier may indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim as filed may have revealed.

Item 340: SHIPMENTS CONTAINING FOOD

Notwithstanding any other provisions of this Tariff, with respect to any food intended for human or animal consumption, including articles used for components thereof ("Food") with respect to which services are provided by Carrier, the provisions of this section shall apply and supersede to the extent in conflict with any other terms and conditions maintained in this Tariff.

- a) Notice of Consignments Containing Food. Any Customer tendering, receiving or otherwise requesting services with respect to any shipment consignment containing Food shall, at the time of the initial request for services with respect to the individual consignment in question is made, provide written notice to Carrier that the consignment contains Food (hereinafter, the "Food Consignment Notice"), which Food Consignment Notice must also include any special instructions or handling requirements applicable to any such consignment, including, but not limited to, any requirements related to condition, design, maintenance or type of transportation equipment; sealing of trailers; cross-contaminant and prior product restrictions; segregation/isolation of Food consignments; records relating to equipment (such as prior use or cleaning); temperature range requirements; temperature records (including method of measuring, monitoring and documenting temperature); pre-cooling or heating requirements; required transit-times, etc., (any such instructions, hereinafter the "Specialized Instructions") regardless of whether such requirements are imposed by private parties or by any applicable law, rule, regulation. Temperature requirements must be stated solely in degrees Fahrenheit. Any such Food Consignment Notice must be provided in writing (including electronic means) at the time of Customer's initial request for services to which such Food Consignment Notice relates and shall specifically identify the consignment to which it relates. Carrier shall not be bound to comply with any provisions contained in a Food Consignment Notice, including any Specialized Instructions set forth therein, unless Carrier expressly confirms in a writing identifying the specific consignment covered by the Food Consignment Notice, Carrier's agreement to comply. If Customer tenders a consignment identified in a Food Consignment Notice without receiving such written confirmation from Carrier prior to pick-up, Customer acknowledges and agrees that Carrier shall have no obligation to abide by the Food Consignment Notice, or any Specialized Instructions contained therein. In no event shall any Food Consignment Notice purporting to apply to multiple consignments (including any Food Consignment Notice purporting to apply to any specifically enumerated commodities, any category of commodities, or commodities moving to or from specified locations)

be binding on Carrier or otherwise apply to services provided by Carrier, regardless of whether receipt of such general Food Consignment Notice has been confirmed by Carrier.

- b) **Effect of Failure to Provide Required Notice.** If a consignment of Food with respect to which Food Consignment Notice is required pursuant to the provisions of this Tariff is tendered, but Food Consignment Notice is not given and/or Carrier's agreement to comply is not confirmed by Carrier in writing in accordance with the provisions of this Tariff, then, notwithstanding any other provision of this Tariff, liability of Carrier arising from or related to cargo loss, damage or destruction, including loss, damage or destruction due to unreasonable delay, shall be limited to \$0.05 per pound unless excess value has been declared by Customer in accordance with the requirements of this Tariff. Moreover, if Customer has declared excess valuation with respect to any such consignment, with respect to which notice is required but not provided, notwithstanding the amount of excess value declared, in no event will liability of Carrier exceed \$20,000 per trailer or conveyance).
- c) **Consignments Requiring Temperature Control.** With respect to any consignment for which temperature control service has been requested in a Food Consignment Notice containing Specialized Instructions, in the absence of Carrier's confirmation of any Specialized Instructions to the contrary, the following terms and conditions will apply to Carrier's transportation of such commodities: (1) the consignor of the consignment shall ensure that commodities are within appropriate temperature ranges at the time of physical tender to Carrier; (2) the consignor and consignee shall be solely responsible for taking, and maintaining records of, temperature readings at origin and destination respectively and Carrier shall have no responsibility to do so nor to record temperature while in-transit; and (3) the consignor shall be solely responsible for ensuring the transporting conveyance is set to appropriate temperature ranges prior to initiation of loading; and (4) upon delivery, temperature readings shall be taken of product itself.
- d) **Failure to Comply with Written Instructions.** ANY FAILURE OR ALLEGED FAILURE BY CARRIER TO COMPLY WITH SPECIALIZED INSTRUCTIONS PROVIDED AND ACKNOWLEDGED IN ACCORDANCE WITH THE PROVISIONS OF THIS TARIFF SHALL NOT, IN AND OF ITSELF, RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED, OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL LACK OF THE ORIGINAL SEAL, OR A MISSING, BROKEN, OR UNREADABLE SEAL AT THE TIME OF DELIVERY RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. ANY DETERMINATION THAT FOOD HAS BEEN RENDERED UNSAFE, CONTAMINATED, ADULTERATED, OR UNFIT FOR ITS INTENDED PURPOSE REQUIRES AFFIRMATIVE EVIDENCE THAT SUCH CONDITION EXISTS AND EXERCISE OF REASONABLE DISCRETION. CUSTOMER CONFIRMS ITS OBLIGATION TO MITIGATE DAMAGES.

Item 350: PROCESSING OF SALVAGE

Whenever chemical goods, baggage or material, goods, or other property transported by Carrier is contaminated or damaged or alleged to be contaminated or damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, may undertake to sell or dispose of such property itself or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will keep records sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. Carrier also will assign a file number to successive lot number(s) and note that number(s) on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage material or goods will be made directly to an agent or employees of Carrier or through a salvage agent or company in which Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, Carrier's salvage records will fully reflect the particulars of each transaction or relationship, or both as the case may be.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner described in this Tariff, Carrier will record on its claim file thereon the file number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

If Carrier does not receive disposition instructions within forty-eight (48) hours of sending its initial notice, Carrier may, in its sole discretion, attempt to issue a second and final confirmed notification. Such second notice shall advise that if Carrier does not receive disposition instructions within ten (10) days of that notification, Carrier may offer the shipments for sale via any commercially reasonable means. If Carrier determines in its sole discretion that the potential for recovery will be prejudiced by such second notice period (e.g., where the goods to be salvaged are perishable), Carrier may shorten the second notice period or forego the second notice altogether. The amount of sale will be applied to the costs of the sale and Carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses (including, without limitation, any unpaid Carrier transportation charge(s) and fee(s)) are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership.

Item 400: CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT

- a) "Overcharge" means an overcharge as defined in Section 49 U.S.C. § 14704(b) or any other charge imposed that is in excess of agreed upon and otherwise applicable rates. It also includes duplicate payments and unidentified payments as hereinafter defined when a dispute exists between the parties concerning such charges.
 - b) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.
 - c) "Unidentified payment" means a payment which Carrier has received but which Carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
 - d) "Claimant" means any Customer, consignor or consignee, or its authorized agent, filing a request with Carrier for the refund of an overcharge or duplicate payment.
 - e) "Undercharge" means charges for transportation services which are less than those applicable thereto.
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ITEM 405: COLLECT ON DELIVERY (C.O.D.) SHIPMENTS

The charge for collecting and remitting a C.O.D. shipment will be the greater of (i) 5% of the total charge for the applicable shipment, or (ii) \$500.00. The party requesting this service will be responsible for the charges.

Item 410: FILING, DOCUMENTING, AND PROCESSING CLAIMS

Claims for overcharge or duplicate payment shall be submitted within 180 days of the date of the invoice, accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data in the possession of the claimant which substantiates the basis for the claim. Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by applicable payment information.

If Carrier invoices the Customer, consignor or consignee, or its authorized agent for charges for transportation services which are less than those applicable to such services, Carrier shall submit an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Carrier shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Carrier's claim.

Item 420: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS

If Carrier is not provided sufficient information with which to properly apply a payment, Carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, Carrier may treat the unidentified payment as a payment of freight charges owing to it. Following the 90-day period, the regular claims procedure shall be applicable.

Item 475: BLIND OR HIDDEN SHIPMENTS

A blind or hidden Shipment is when the party that controls the Shipment does not want the shipper or consignee to know the name of the other. In order to provide this service, the following is required:

The request for a blind or hidden Shipment must be made at the time the shipment is tendered. Two bills of lading are required:

- 1) an original bill of lading with the actual shipper and consignee and
- 2) a corrected bill of lading with the actual shipper name hidden.

In the event of a double-blind Shipment, the party that controls the shipment would tender three bills of lading:

- 1) for the actual shipper and consignee
- 2) one for the shipper with hidden consignee and
- 3) and one for the consignee with hidden shipper.

The invoice will be generated from a corrected bill of lading.

Carrier will make a commercially reasonable effort to comply with such request but accepts no responsibility or liability for failing to do so.

The party responsible for the freight charges shall also be responsible for a Blind Shipment/Bill of Lading charge of \$50.00 per occurrence

Item 500: LIABILITIES NOT ASSUMED

CARRIER SHALL NOT BE LIABLE, REGARDLESS OF THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CARRIER, ITS EMPLOYEES, CONTRACTORS, OR UTILIZED INDIVIDUALS, BUSINESS ENTITIES, OR THIRD-PARTY CARRIERS, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, OR PLANT OR BUSINESS SHUTDOWN, REGARDLESS OF WHETHER CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

Item 520: FORCE MAJEURE EVENTS

Carrier shall not be liable for any failure to perform, including failure to timely perform, services under this Tariff where such failure is wholly or partially due to an Act of God, war, fire, weather, explosion, riot, civil commotion, act of terrorism, restriction by government or other authority, shutdown, epidemic, pandemic, strikes, lock outs, failure of suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control, or which could not be reasonably anticipated by Carrier.

Item 530: APPOINTMENTS

Carrier is not bound to transport a shipment by a particular appointment schedule, or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch. Carrier shall not be liable for any consequence of delay. Without limiting the foregoing, Carrier will not be liable for late deliveries or unkept appointments. In no event shall a time quotation be considered a guarantee of delivery time.

Pickups, stop-offs or deliveries with a specific appointment time ("AT" appointment type) scheduled between the hours of 10:00PM and 6:00AM local time will be subject to a charge of \$150.00 for each occurrence.

Item 540: IMPRACTICABLE OPERATIONS

Nothing in this Tariff shall be construed as making it binding upon Carrier to accept freight from or make delivery to locations to which it is impracticable or dangerous to operate vehicles, inclusive of performing pickup or delivery services, due to, without limitation: conditions of alleys or streets; riots or strikes; conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this Tariff; and/or local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, Carrier reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing are experienced.

Item 550: WEIGHING AND WEIGHTS

- a) Unless otherwise provided (See notes), freight charges shall, at Customer's option, be based on one of the following methods of weight determination which is to include a description of the commodity:
- 1) The weight of the shipment shall be shown by the Customer on the shipping order or bill of lading.
 - 2) Customer shall show on shipper order or bill of lading the specific gravity at temperature loading.
 - 3) Customer shall show on shipping order or bill of lading the weight per gallon at temperature loaded.
- b) In the absence of election of one of the foregoing methods, where a vehicle is weighed on offsite/public scales, at the request of shipper or consignee, a charge of forty-five dollars (\$45.00) shall be assessed for each service, in addition to the applicable rate on the shipment. Offsite scaling is not to be part of loading /unloading detention when the scaling takes place before checking in to the shipper or consignee or after departing the shipper or consignee. When this occurs a one-hour allowance per offsite scaling applies before charging Driver Detention as set forth in Item 225.
- c) Time consumed in weighing vehicle on site, before or after loading, or both, at the point of shipment shall be considered as part of time for loading and subject to charges and other provisions as set forth in Item 225.
- d) Time consumed in weighing vehicle on site, before or after unloading, or both, at point of destination, shall be considered as time for unloading and subject to charges and other provisions as set forth in Item 225.
- e) Carrier will not assume any responsibility for differences between weights determined at origin and destination. Charges in this item are in addition to all other charges.

NOTE 1: The word Service as used in this Item, shall be considered to mean weighing of the vehicle empty and loaded.

NOTE 2: The weighing charge named in this Item will NOT apply when weighing or reweighing is performed on the shipper or consignee scales at no charge to the carrier.

NOTE 3: When the Carrier's vehicle is weighed or reweighed, as the case may be, at the point other than the customer's point of loading or unloading, all miles in excess of 10 miles will be charged at the rate of \$2.45 per mile. To arrive at excess mileage, first determine the mileage from the point of loading or unloading, as the case may be, to the point where the vehicle is weighed or reweighed thence back to original point of loading or unloading. If the mileage is greater than 10 miles, all miles in excess of the 10 allowed miles will be considered excess mileage.

ITEM 555: WEIGHTS (MINIMUM AND MAXIMUM WEIGHT FACTOR)

Except as otherwise provided, weights apply per vehicle loaded and overflow provisions do not apply. On shipments rated under truckload or cents per mile rates, the maximum weight will be governed by the legal allowable weight limits established by the states traversed.

Item 560: WARRANTIES

Customer warrants and represents that all information provided to Carrier is accurate, complete and sufficient to allow Carrier to perform the requested transportation in accordance with all applicable laws, rules and regulations. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD CARRIER HARMLESS FROM AND AGAINST ALL

LOSS, COST, PENALTY AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH CARRIER PAYS OR INCURS AS A RESULT OF CUSTOMER FAILING TO FULLY DISCHARGE THESE OBLIGATIONS OR OTHERWISE FAILING TO COMPLY WITH THE PROVISIONS OF THIS TARIFF.

CARRIER MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, FOR ANY TRANSPORTATION AND/OR RELATED SERVICES PROVIDED.

Item 570: NON-WAIVER

Failure by Carrier to apply or enforce the provisions of its Tariff(s), service guides, standard operating procedures, terms and conditions, or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current or future transportation services provided.

Item 580: PACKAGING, MARKING AND PAPERWORK

Customer, not Carrier, is responsible for ensuring compliance with all applicable laws and/or governmental authorities relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

Item 590: EXCLUDED COMMODITIES

Unless Carrier has otherwise agreed in writing, signed by an officer thereof, to accept such tender(s), Customer shall not tender to Carrier for transportation hereunder, any shipments consisting of, or containing, any of the following types of commodities: (1) Class 1 – Explosives, Divisions 1.1 – 1.6; (2) Class 2 - Toxic Gases, Division 2.3; (3) Class 4 – Substances Liable to Spontaneous Combustion, Division 4.2; and Substances Which, in Contact with Water, Emit Flammable Gases, Division 4.3; (4) Class 5 – Organic Peroxides, Division 5.1; (6) Class 6 – Toxic Substances, Division 6.1; and Infectious Substances, Division 6.2; (7) Class 7 – Radioactive Material; (8) Polychlorinated Biphenyl (commonly referred to as “PCS(s)"); (9) Hazardous Waste(s); (10) Waste Oil; and (11) Waste Water.

All other commodities tendered to Carrier for shipment hereunder shall be subject to review by Carrier based upon the type or classification of commodity, characteristics of the commodity, hazards associated with or related to the commodity, packaging of the commodity, and/or quantity(ies) thereof. Carrier may reject, in its sole discretion, any shipment tender hereunder from Customer based upon concerns regarding the commodity, including but not limited to type of packaging and/or quantity(ies) thereof. In such instances, Carrier shall have no liability whatsoever to Customer for any said rejected tender(s).

Item 600: OVER-THE-ROAD TRANSPORTATION OF HAZARDOUS MATERIALS, WASTES, OR SUBSTANCES AND RADIOACTIVE MATERIALS, WASTE OR SUBSTANCES (See Notes)

If Carrier accepts shipments of hazardous materials, wastes or substances and radioactive materials, waste or substances for transportation in accordance with the transportation requirements of the U.S. Department of Transportation and the U.S. Nuclear Regulatory Commission, the following provisions shall be applicable (in addition to any other applicable terms of this Tariff):

- 1) Over-the-road shipments of hazardous materials, wastes or substances, and radioactive materials, waste or substances will be subject to the following requirements:

- a) A minimum of 48 hours advance notice must be given to Carrier before tendering shipments, advising name of shipper, origin, consignee, and destination.
 - b) Carrier may require that the shipment be prepaid or collect.
 - c) Shipments which are delayed at any time due to restrictions imposed by any shipper, consignee or regulatory agency will be subject to a delay charge of \$275.00 per 24-hour period, or fraction thereof. Such charges to begin at time shipment is delayed and continue until such time as transportation can be resumed or shipment delivered to consignee. (See Note 2).
- 2) If required by Federal, State or Local regulations, Carrier will prepare designated route plans which will set forth the routes to be utilized in transporting shipments from the initial origin to the final destination. The designated route will be the shortest practical route over the highways approved by the appropriate State or Local agency, and any interstate highway not disapproved by a State or Local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route of movement exceeds the shortest mileage for initial origin to final destination, the distance in excess will be charged for at the rate of \$2.45 per mile.
 - 3) When special permits are required by Federal, State or Local regulation, the purchase costs of such permits will be paid by the party responsible for the freight charges.
 - 4) On shipments of hazardous waste, any state transporter fee in effect shall be charged to the bill to party at the current applicable rate.

***Note 1:** Nothing in this rule shall obligate Carrier to transport shipments beyond the scope of its operating certificates or in violation of any law, regulation or ordinance. Additionally, nothing in this rule shall obligate Carrier to accept shipment(s) of hazardous materials, wastes, or substances and/or radioactive materials, wastes, or substances.

***Note 2:** Charges also apply on shipments delayed, by refusal or otherwise, at destination by consignee and begin upon notice of arrival to consignee.

***Note 3:** The charges named in this Item shall be paid by the party responsible for the freight charges.

***Note 4:** The bill of lading and shipping order must be clearly marked noting any hazardous materials included in the shipment being tendered to Carrier. Customer must provide Carrier with the proper shipping names, hazardous class and the proper "UN" classification. Carrier and Customer shall operate in conformity with all applicable regulations contained in Title 49, CFR, Parts 100 to 180 insofar as they pertain to the preparation and transportation of Hazardous Materials. Customer will be responsible for the proper packaging, marking, and related paperwork, including Safety Data Sheets, and all certifications as required by the DOT relating to all hazardous shipments. Customer will also be responsible for payment of all federal, state, city or county taxes incurred and all fines assessed in the event of any leakage due to the result of improper packaging or improper loading, and any fees, fines or expenses, including administrative and legal fees incurred by Carrier, as a result of Customer's failure to comply with any of the foregoing requirements and/or those as required of a Customer by law. Further, Customer shall assume all liability incident to, arising from, or as a consequence of its failure to comply with any of the foregoing. Customer will indemnify, defend, and hold Carrier harmless from any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fees, and related expenses, related to noncompliance with the obligations set forth herein.

***Note 5:** See Item 157, Note 5, herein for application of tank cleaning costs.

Item 605: TRUCKLOAD CONGESTION FEE

A charge of \$200.00 per load will be applied to all shipments that have any or all drops or pick-ups in New York City, Boroughs and Long Island, NY. Boroughs zips:100-104, 107-108, 110-119.

Item 620: RECONSIGNMENT OR DIVERSION

A diversion is defined as a change in the origin and/or a change in the name of the consignor and/or a change in the destination and/or a change in the name of the consignee, made prior to arrival at the original origin or destination, as the case may be, or a diversion made after a prior diversion or reconsignment but prior to arrival at the diversion or reconsignment point. In addition to all other linehaul and other applicable charges, a charge of \$125.00 per occurrence plus Out of Route mileage charge of \$2.45 per mile plus fuel surcharge will be applied for each diversion.

A reconsignment is defined as a change in the origin and/or a change in the name of the consignor and/or a change in the destination and/or a change in the name of the consignee, made after arrival at the original origin or destination, as the case may be, or a reconsignment made after a prior diversion or reconsignment after arrival at the diversion or reconsignment point. In addition to all other linehaul and other applicable charges, a charge of \$125.00 per occurrence plus Out of Route mileage charge of \$2.45 per mile plus fuel surcharge will be applied for each reconsignment.

Rates and mileage will be computed in the same manner as a stop off shipment, and all excess miles will be charged at \$2.45 per mile plus fuel surcharge. The party responsible for the freight charges shall also be responsible for the charges in the item.

On shipments diverted or reconsigned to a place of unloading within the corporate limits of the municipality to which the shipment was originally consigned, the applicable rate from the point of origin to destination will apply in addition to the applicable charge(s) provided above.

On a shipment diverted or reconsigned to a place of unloading not within the corporate limits of the municipality to which the shipment was originally consigned, applicable linehaul charges will apply based on the mileage from the point of origin to final destination over the route of actual movement, as per Customer's instructions, computed from the Governing Mileage Guide and will apply in addition to the applicable charges provided above.

Item 630: REDELIVERY

When delivery cannot be accomplished, applicable detention and/or layover charges will be assessed, with credit for any applicable time allowance given, until delivery is made. Each attempt at delivery will be subject to an additional charge of \$250.00 plus additional miles incurred.

If delivery to a location other than original consignee location, is requested, reconsignment or diversion charges will be assessed, in addition to detention charges as provided for herein until Carrier receives instruction to deliver to a new consignee location.

Item 640: RETURNED, REJECTED, or UNDELIVERED SHIPMENTS

If, for any reasons not the fault of Carrier, all or any portion of an shipment is rejected, returned, or considered (collectively, a "Rejected Shipment") undelivered by the consignee at destination or is turned around in route and, upon direction of the shipper or consignee is returned to the point of origin, such Rejected Shipment will be subject

to a charge based on seventy-five percent (75%) of the outbound rate applicable from origin to destination (commencing from the point of turn-around), provided that the decision to reject the shipment is made prior to release and departure of Carrier's equipment from destination. Such charges shall be computed based on the full applicable outbound minimum rate, but in no event will these charges be less than \$2.45 per mile with a minimum linehaul charge of \$350.00 (excluding any wash costs or other accessorial). Fuel Surcharge applies on the return portion. In addition to the foregoing, an administrative charge of \$125.00 will apply to each Rejected Shipment.

Time consumed waiting for shipments under this Item will be considered part of unloading time, and driver detention charges will be applicable.

For loads moved in intermodal service, the linehaul charge for a Rejected Shipment will be the applicable rate from the Rejected Shipment's consignee location to the original shipping location. In addition to the foregoing, an administrative charge of \$125.00 will apply to each Rejected Shipment.

Item 650: SPECIALIZED SERVICES AND/OR EQUIPMENT

Upon request, Carrier may provide specialized services and/or equipment, and in any event, based on information provided by Customer, Carrier may determine, in its sole discretion, whether any such equipment or service is required with respect to requested services. Customer shall be responsible for all charges related to specialized services or equipment. If prior arrangements for specialized services and/or equipment are not made with the Carrier, Carrier reserves the right to refuse such shipment. Customer may, at its own cost and risk, choose, or Carrier may, in its sole discretion and at Customer's sole cost and expense, choose to unload the shipment and wait for the required equipment to be furnished. Any costs incurred by Carrier with respect thereto shall be subject to Carrier's lien. Requests for special equipment and/or services must be noted on all shipments, bills of lading, and/or electronic media.

Item 660: STOP-OFF IN TRANSIT: LOADING / UNLOADING

- a) Except as otherwise provided, shipments may be stopped in transit at not more than four locations enroute between original point of origin and final point of destination to complete loading or to partially unload (or both combined). Charges on such shipments must be prepaid.
- b) Shipments stopped-in-transit to complete loading may be made by only one shipper. Shipment stopped-in-transit to partially unload may be delivered to two or more consignees at two or more locations, or to two or more consignees within the corporate limits of any one city or town.
- c) Shipments loaded or unloaded, as the case may be, at two or more locations within the corporate limits of the same city or town shall be considered as being stopped in-transit for partial loading or unloading under the provisions of this rule.
- d) If a shipper wishes a shipment partially loaded at more than one place of loading and/or partially discharged at more than one place of unloading, and if such locations of loading are all included within the corporate limits of a single municipality, or if such locations of unloading are all included within the corporate limits of a single municipality, a charge of one hundred twenty-five dollars (\$125.00) per stop will be made for each pick-up and/or delivery, exclusive of the original pick-up and the final delivery, and in addition to the applicable rate from point of origin to final destination.
- e) If a shipper wishes a shipment partially loaded at more than one place of loading and/or partially discharged at more than one place of unloading and if such locations of loading are not all included within the corporate limits of a single municipality, or if such locations of unloading are not all included within the corporate limits of a single municipality, the applicable rate shall be based on the mileage from point of

origin to final destination over the route of actual movement as per shipper's instructions, computed from the Governing Mileage Guide and will be in addition a charge of one hundred twenty-five dollars (\$125.00) per stop for each pick-up and/or delivery, exclusive of the original pick-up and final destination.

- f) Loading from multiple tanks at a place of loading or unloading to multiple tanks at a place of unloading, as the case may be, are part of the same stop as long as the driver and truck do not leave the physical location of loading or unloading.
- g) On stops for partial loading and/or unloading, as described above, one hour of driver time shall be allowed at each loading or unloading location before driver detention is incurred. Time consumed waiting for shipments will be considered part of the loading and/or unloading time. Total allowable time under provisions of this paragraph shall be not less than that applicable under the provisions of Item 225.
- h) The term "loading stop" is hereby defined to include any stop made pursuant to instructions by the shipper for the purpose of loading, regardless of whether or not any loading is performed. The term "delivery stop" is hereby defined to include any stop made pursuant to instructions by the shipper for the purpose of delivery of any part of the loading regardless of whether unloading is performed, or for the purpose of delivering proceeds of collections to the shipper or his agent. This would include charging a stop off fee for dropping off or picking up paperwork. Additionally, a stop off charge applies when steaming trailers, washing a pump between stops, **dropping trailers for Spotting or Advanced Loading, and stopping at the Mexican border for exports to Mexico (for exports to Canada, see Item 250 herein)**. (Scaling charges shall be covered by Item 550).
- i) If there is a specific flat rate in existence for origin to final destination that rate may be used. There will be a charge of \$2.45 per mile plus fuel surcharge for any excess mileage. Excess mileage is defined here as the difference between the actual mileage for the entire trip via all stop-offs and the mileage attributable to the specific rate segment used.
- j) If no specific rate qualifies above (i), then the applicable mileage rate should be used with the miles being determined for the entire trip via all stop-offs.

RESTRICTION: Partial loading of a shipment will be prohibited after it has been partially unloaded.

Item 670: STORAGE RIGHTS

On Rejected Shipments or other shipments where Carrier is unable to deliver a shipment or part of a shipment to its intended final destination, Carrier's liability as a warehouseman shall begin immediately upon refusal or rejection and Carrier shall be entitled to recover any and all costs in any way associated with the storage of any cargo. At its sole option, Carrier may deposit the cargo in a public warehouse or storage facility under the consignee's, and/or shipper's name so that storage fees do not accrue against Carrier. Any and all storage charges shall be the responsibility of the Customer (the "Storage Charges").

Carrier shall have no liability for loss or damage to cargo once cargo is deposited. Customer will indemnify, defend, and hold Carrier harmless from any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fees, and related expenses, related to or arising from such deposit.

Item 680: EQUIPMENT USE

Customer shall not operate or allow any third party other than Carrier to operate, Carrier's trailers (collectively, "Carrier Equipment") unless Customer and Carrier have entered into an equipment interchange agreement, or other

applicable agreement, permitting such use. Notwithstanding the foregoing, in the event Customer operates, or allows any third party other than Carrier to operate, Carrier's Equipment, the following terms shall apply to such use:

- a) Customer warrants and represents that Carrier Equipment will only be operated by drivers that are (i) competent, properly licensed and legally qualified, and (ii) properly trained in the characteristics and safe handling of Carrier Equipment.
- b) Customer warrants and represents that it will only load Carrier Equipment with cargo that does not consist of poisons, pesticides, hazardous waste, hazardous materials, medical waste, garbage/refuse, toxic substances, or any other substance which could contaminate the Carrier Equipment or prevent subsequent use of the Carrier Equipment for the transportation of foodstuffs.
- c) Customer shall be responsible for inspecting the Carrier Equipment prior to use and notifying Carrier of any damage or defect. By moving the Carrier Equipment, Customer accepts the Carrier Equipment strictly "AS IS." Failure of Customer to report any damage to or defect in the Carrier Equipment to Carrier shall be conclusive evidence that the Carrier Equipment was without such damage or defect at the time of use by Customer.
- d) Customer shall defend, indemnify and hold harmless Carrier, its parent corporation and corporate affiliates, and their respective officers, employees, agents, and representatives (collectively, the "Carrier Parties") from and against any and all claims, causes of action, lawsuits, complaints, damages, losses, judgments, fines, penalties, expenses, and/or attorneys' fees (collectively, "Claims") arising out of or in any way connected with Customer's use of, or Customer allowing a third party to use, the Carrier Equipment, except to the extent any Claim is caused by the sole negligence of the Carrier Parties.
- e) Customer warrants and represents that it has in force, and will ensure that any third party Customer allows to use Carrier Equipment will have in force, comprehensive automobile liability and general liability insurance covering Customer's use of the Carrier Equipment, each in an amount not less than \$1,000,000 combined single limit.

Item 700: SHIPPER BILL OF LADING / AIRWAY BILLS / PAPERWORK

Bills of Lading and/or paperwork provided by a shipper, broker, forwarder, other carrier, intermediary, or other documents not issued by Carrier, shall act solely as "receipts" for the transfer of custody of cargo only. All terms and conditions of transport shall be pursuant to Carrier's Bill of Lading and applicable tariffs in effect when service is provided.

Item 710: BROKERAGE RIGHTS

When necessary to honor service commitments, for the convenience of Carrier, or upon shipper's request, Carrier may, at its sole discretion, utilize the services of other carrier's or modes of transportation, pursuant to Carrier's property brokerage authority granted by the Federal Motor Carrier Safety Administration, to complete service to its shippers/customers. If Carrier brokers a shipment for a shipper/customer to one or more third party carriers (each, a "Third Party Carrier"), then such operations shall be deemed to have been performed by Carrier in its capacity as a licensed property broker, and not as a motor carrier. In the event that the shipper/customer has requested or required that Carrier utilize shipper/customer's equipment to transport such shipment, then Carrier, in its capacity as a licensed property broker, may allow the Third Party Carrier to whom the load is brokered to use the shipper/customer equipment. The bill of lading for any shipment brokered pursuant hereto shall be deemed to show the Third Party Carrier as the motor carrier for the shipment (and, in the event that Carrier is listed on the bill of lading as the transporting motor carrier, it shall be deemed for convenience only and not change Carrier's status as a property broker). In no event shall Carrier be liable for any acts or omissions of any third party including, without

limitation, any Third-Party Carrier, broker, freight forwarder, or their respective employees, agents, or representatives except that, notwithstanding such brokerage, Carrier will remain liable to the Customer for cargo loss and damage with respect to shipments brokered hereunder for the convenience of Carrier. Carrier's liability for cargo loss and damage shall be as set forth in this Tariff, and shall be subject to all limitations and procedures related thereto (including, without limitation, the liability limitations set forth in Item 300).

ITEM 752: PICK-UP OR DELIVERY UNDER LABOR DISTURBANCE CONDITIONS

- a) During the time that the normal operations of a shipper's plant are interrupted by a labor disturbance (including, without limitation, any labor disturbance that is accompanied by violence or imminent threat thereof), Carrier may, but shall not be required to, dispatch equipment to pick up orders. If the equipment is not permitted to enter the plant, or if the driver exercised reasonable discretion not to enter the plant, because of picketing or any other condition due to labor disputes, accompanied by violence or imminent threat thereof, it shall be considered as a cancelled order and the provisions of Item 270 shall apply.
- b) If the Carrier is not permitted to enter the premises of the consignee at the point of destination for delivery of an order, or if the driver exercised discretion not to enter the premises, due to a labor disturbance (including, without limitation, any labor disturbance that is accompanied by violence or imminent threat thereof), the load shall be considered as undeliverable and the provisions of Item 270 shall apply.
- c) No Carrier equipment shall attempt to enter or leave the property at which there is in existence a labor disturbance (including, without limitation, any labor disturbance that is accompanied by violence or imminent threat thereof) without first receiving a written request from shipper or consignee to attempt to provide the service and obtain personnel who will operate the equipment during the process of entry to and/or departure from the property.

Personnel, if available, will be provided by the home office of the Carrier and the following charges shall be applicable per driver:

- i) \$2.45 per mile for all miles traveled.
 - ii) \$250.00 per 24-hour period, or fraction thereof, for food and lodging for each driver.
 - iii) \$120.00 per hour, or fraction thereof, subject to a minimum of \$480.00, in addition to 1 and 2 above.
 - d) Charges under the provisions of this Item shall run from the time of departure from the point of dispatch until return thereto. Charges under this Item shall be paid by shipper or consignee placing with Carrier the written request for service subject to this Item.
 - e) Shipper or consignee, as applicable, agrees to indemnify, protect and hold harmless the Carrier from and against any and all liability, loss, damage, expense, cause of action, suits, claim and judgment, including reasonable legal expenses which may rise or grow out of any injury to or death of persons or damage to property of Carrier (real or personal wheresoever located) or Carrier's cargo (collectively, "Losses"), to the extent that such Losses arise because of Carrier's assistance in providing equipment to the shipper or consignee under this Item.
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Item 770: PREPAYMENT

Unless assurance of payment satisfactory to Carrier is made in advance of the Shipment, all charges on the Shipment must be prepaid prior to acceptance of the Shipment by Carrier.

Item 800: DISPUTE RESOLUTION AND GOVERNING LAW

Except to the extent preempted by federal law, this Tariff, and any disputes arising therefrom, shall be interpreted and governed by the laws of the state of Wisconsin. Any legal proceeding filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction serving Green Bay, Wisconsin. Carrier and Customer hereby consent to the exclusive jurisdiction of such courts in the resolution of disputes arising from or related to services Carrier’s services. Carrier and Customer waive any defenses to personal jurisdiction of, or venue in, such courts. Carrier and Customer waive any and all rights and remedies provided by Part B of Subtitle IV to Title 49 of the U.S. Code as allowed by 49 U.S.C. § 14101 to the extent such rights and remedies conflict with the provisions of this Tariff.

Item 900: ADDITIONAL DEFINITIONS AND ABBREVIATIONS

“Truckload” means transportation of cargo tendered by a single consignor on a single transporting conveyance to one or more consignees/locations.

“Intermodal” means transportation of a container designed to be transported via steamship and/or rail, and transported over highways when attached to a chassis.

“Shipment” means a quantity of freight received from one shipper, at one point at one time to one consignee at one destination in the United States and Canada, and covered by one bill of lading.

“Trailer” means, as the applicable context requires, any type of trailer transported by a vehicle, tank truck, or tank vehicle, including, without limitation, a tanker, tank vehicle, chassis, bulk-intermodal tanker, or flatbed.

The term “vehicle”, “tank truck”, or “tank vehicle” as used herein means any tractor, trailer, or combination therefore that moves as a unit propelled or drawn by a power unit.

U.S. STATE ABBREVIATIONS

AL	Alabama	KY	Kentucky	ND	North Dakota
AK	Alaska	LA	Louisiana	OH	Ohio
AZ	Arizona	ME	Maine	OK	Oklahoma
AR	Arkansas	MD	Maryland	OR	Oregon
CA	California	MA	Massachusetts	PA	Pennsylvania
CO	Colorado	MI	Michigan	RI	Rhode Island
CT	Connecticut	MN	Minnesota	SC	South Carolina
DE	Delaware	MS	Mississippi	SD	South Dakota
DC	District of Columbia	MO	Missouri	TN	Tennessee
FL	Florida	MT	Montana	TX	Texas
GA	Georgia	NE	Nebraska	UT	Utah
HI	Hawaii	NV	Nevada	VT	Vermont
ID	Idaho	NH	New Hampshire	VA	Virginia
IL	Illinois	NJ	New Jersey	WA	Washington
IN	Indiana	NM	New Mexico	WV	West Virginia
IA	Iowa	NY	New York	WI	Wisconsin
KS	Kansas	NC	North Carolina	WY	Wyoming

CANADIAN PROVINCE ABBREVIATIONS

AB	Alberta	NF	Newfoundland	PE	Prince Edward Island
BC	British Columbia	NS	Nova Scotia	QC	Quebec
MB	Manitoba	NT	Northwest Territory	SK	Saskatchewan
NB	New Brunswick	ON	Ontario	YT	Yukon Territory

MEXICO STATE ABBREVIATIONS

AG	Aguascalientes	GJ	Guanajuato	QR	Quintana Roo
BJ	Baja California	GR	Guerrero	SI	Sinaloa
BS	Baja California Sur	HG	Hidalgo	SL	San Luis Rafael
CH	Chiapas	JA	Jalisco	SO	Sonora
CI	Chihuahua	MH	Michoacan	TA	Tabasco
CL	Colima	MR	Moralos	TL	Tlaxcala
CP	Campacha	NA	Nayarit	TM	Tamaulipas
CU	Coahuila de Zaragoza	NL	Nuevo Leon	VL	Vera Cruz-Llava
DF	Distrito Federal	OA	Oaxaca	YC	Yucatan
DG	Durango	PU	Puebla	ZT	Zacatacas
EM	Estado Mexico	QA	Quarataro		

Item 910: Mexico Linehaul Charges

The following rates apply on the Mexico portion of United States/Mexico International shipments when:

- 1) The linehaul pricing does NOT include the charges by the Mexico carrier;
- 2) There is no other additional charges billed for the transportation by the Mexico carrier; and
- 3) Carrier is billing for charges from initial origin to final destination (Door to Door).

These charges include a five-day allowance in Mexico for trailer usage before trailer detention charges apply.

Carrier is not responsible for custom brokerage fees, border crossing charges arranged by the broker or any other customs charges.

The point-point rates take precedence over the point to state rates.

Origin		Destination		Mexico Linehaul Charge
Brownsville	TX	Altamira	TM	\$4,722
Brownsville	TX	Apaseo El Grande	GJ	\$5,997
Brownsville	TX	Atizapan	EM	\$6,369
Brownsville	TX	Atlacomulco	EM	\$6,434
Brownsville	TX	Chihuahua	CI	\$7,214

Brownsville	TX	Ciudad de Mexico	DF	\$6,405
Brownsville	TX	Ciudad Juarez	CI	\$7,987
Brownsville	TX	Cuautitlan Izcalli	EM	\$6,308
Brownsville	TX	Ecatepec	EM	\$6,353
Brownsville	TX	El Salto	JA	\$6,365
Brownsville	TX	Naucalpan	EM	\$6,483
Brownsville	TX	Ramos Arizpe	CU	\$4,773
Brownsville	TX	Saltillo	CU	\$4,795
Brownsville	TX	Salvatierra	GJ	\$5,997
Brownsville	TX	San Martin Texmeluca	PU	\$6,576
Brownsville	TX	Tampico	TM	\$4,722
Brownsville	TX	Tecamac	EM	\$6,447
Brownsville	TX	Tlalnepantla	EM	\$6,434
Brownsville	TX	Toluca	EM	\$6,651
Altamira	TM	Brownsville	TX	\$2,272
Apaseo El Grande	GJ	Brownsville	TX	\$3,547
Atizapan	EM	Brownsville	TX	\$3,919
Altacomulco	EM	Brownsville	TX	\$3,984
Chihuahua	CI	Brownsville	TX	\$4,764
Ciudad de Mexico	DF	Brownsville	TX	\$3,955
Ciudad Juarez	CI	Brownsville	TX	\$5,537
Cuautitlan Izcalli	EM	Brownsville	TX	\$3,858
Ecatepec	EM	Brownsville	TX	\$3,903
El Salto	JA	Brownsville	TX	\$3,915
Naucalpan	EM	Brownsville	TX	\$4,033
Ramos Arizpe	CU	Brownsville	TX	\$2,323
Saltillo	CU	Brownsville	TX	\$2,345
Salvatierra	GJ	Brownsville	TX	\$3,547
San Martin Texmeluc	PU	Brownsville	TX	\$4,126
Tampico	TM	Brownsville	TX	\$2,272
Tecamac	EM	Brownsville	TX	\$3,997
Tlalnepantla	EM	Brownsville	TX	\$3,984
Toluca	EM	Brownsville	TX	\$4,201
Laredo	TX	Actopan	HG	\$6,954
Laredo	TX	Aguascalientes	AG	\$5,867
Laredo	TX	Altamira	TM	\$5,542
Laredo	TX	Apodaca	NL	\$4,126
Laredo	TX	Altacomulco	EM	\$6,679
Laredo	TX	Celaya	GJ	\$6,300
Laredo	TX	Chihuahua	CI	\$6,683
Laredo	TX	Cienega de Flores	NL	\$4,105
Laredo	TX	Ciudad de Mexico	DF	\$6,799
Laredo	TX	Ciudad Juarez	CI	\$7,845
Laredo	TX	Cuautitlan	EM	\$6,761
Laredo	TX	Ecatepec	EM	\$6,799
Laredo	TX	El Salto	JA	\$6,831
Laredo	TX	Garza Garcia	NL	\$4,126
Laredo	TX	Guadalajara	JA	\$6,862
Laredo	TX	Lagos de Moreno	JA	\$6,180

Laredo	TX	Leon	GJ	\$6,382
Laredo	TX	Lerma	EM	\$6,637
Laredo	TX	Manzanillo	CL	\$7,650
Laredo	TX	Monclova	CU	\$4,789
Laredo	TX	Monterrey	NL	\$4,112
Laredo	TX	Naucalpan	EM	\$6,947
Laredo	TX	Obrera	NL	\$4,126
Laredo	TX	Ocoyoacac	EM	\$7,063
Laredo	TX	Pedro Escobedo	QA	\$6,267
Laredo	TX	Poncitlan	JA	\$6,863
Laredo	TX	Queretaro	QA	\$6,210
Laredo	TX	Ramos Arizpe	CU	\$4,296
Laredo	TX	Reynosa	TM	\$4,919
Laredo	TX	Salina Cruz	OA	\$8,868
Laredo	TX	Saltillo	CU	\$4,324
Laredo	TX	San Jose Iturbide	GJ	\$6,114
Laredo	TX	San Juan del Rio	QA	\$6,333
Laredo	TX	San Luis Potosi	SL	\$5,800
Laredo	TX	San Martin Texmelucan	PU	\$7,138
Laredo	TX	San Nicolas de los Garza	NL	\$4,119
Laredo	TX	Santa Maria Insurgentes	DF	\$6,637
Laredo	TX	Santiago Tianguistenco	EM	\$7,042
Laredo	TX	Silao	GJ	\$6,344
Laredo	TX	Tampico	TM	\$5,542
Laredo	TX	Tlajomulco de Zuniga	JA	\$6,909
Laredo	TX	Tlalnepantla	EM	\$6,728
Laredo	TX	Toluca	EM	\$6,637
Laredo	TX	Torreon	CU	\$5,200
Laredo	TX	Tultitlan	EM	\$6,734
Laredo	TX	Vallejo	DF	\$6,637
Laredo	TX	Zacatecas	ZT	\$5,563
Actopan	HG	Laredo	TX	\$4,504
Aguascalientes	AG	Laredo	TX	\$3,417
Altamira	TM	Laredo	TX	\$3,092
Apodaca	NL	Laredo	TX	\$1,676
Altacomulco	EM	Laredo	TX	\$4,229
Celaya	GJ	Laredo	TX	\$3,850
Chihuahua	CI	Laredo	TX	\$4,233
Cienega de Flores	NL	Laredo	TX	\$1,655
Ciudad de Mexico	DF	Laredo	TX	\$4,349
Ciudad Juarez	CI	Laredo	TX	\$5,395
Cuautitlan	EM	Laredo	TX	\$4,311
Ecatepec	EM	Laredo	TX	\$4,349
El Salto	JA	Laredo	TX	\$4,381
Garza Garcia	NL	Laredo	TX	\$1,676
Guadalajara	JA	Laredo	TX	\$4,412
Lagos de Moreno	JA	Laredo	TX	\$3,730
Leon	GJ	Laredo	TX	\$3,932
Lerma	EM	Laredo	TX	\$4,187
Manzanillo	CL	Laredo	TX	\$5,200

Monclova	CU	Laredo	TX	\$2,339
Monterrey	NL	Laredo	TX	\$1,662
Naucalpan	EM	Laredo	TX	\$4,497
Obrera	NL	Laredo	TX	\$1,676
Ocoyoacac	EM	Laredo	TX	\$4,613
Pedro Escobedo	QA	Laredo	TX	\$3,817
Poncitlan	JA	Laredo	TX	\$4,413
Queretaro	QA	Laredo	TX	\$3,760
Ramos Arizpe	CU	Laredo	TX	\$1,846
Reynosa	TM	Laredo	TX	\$2,469
Salina Cruz	OA	Laredo	TX	\$6,418
Saltillo	CU	Laredo	TX	\$1,874
San Jose Iturbide	GJ	Laredo	TX	\$3,664
San Juan del Rio	QA	Laredo	TX	\$3,883
San Luis Potosi	SL	Laredo	TX	\$3,350
San Martin Texmelucan	PU	Laredo	TX	\$4,688
San Nicolas de los Garza	NL	Laredo	TX	\$1,669
Santa Maria Insurgentes	DF	Laredo	TX	\$4,187
Santiago Tianguistenco	EM	Laredo	TX	\$4,592
Silao	GJ	Laredo	TX	\$3,894
Tampico	TM	Laredo	TX	\$3,092
Tlajomulco de Zuniga	JA	Laredo	TX	\$4,459
Tlalnepantla	EM	Laredo	TX	\$4,278
Toluca	EM	Laredo	TX	\$4,187
Torreon	CU	Laredo	TX	\$2,750
Tultitlan	EM	Laredo	TX	\$4,284
Vallejo	DF	Laredo	TX	\$4,187
Zacatecas	ZT	Laredo	TX	\$3,113