ORIGINAL TITLE PAGE

ICC BHAV 101 - C

Cancels and Replaces

ICC BHAV 101 - B

BENNETT HEAVY & SPECIALIZED, LLC

MC - 240427

DOT # 551221

TARIFF

NAMING

RULES AND REGULATIONS

APPLICABLE IN CONNECTION WITH TRAFFIC MOVING AT RATES
PUBLISHED IN TARIFFS, CONTRACTS OR SCHEDULES MAKING REFERENCE HERETO

For reference to Governing Publications, see Item 320.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

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For explanation of abbreviations and references, see last page of tariff.

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ISSUED BY:

RULES AND GENERAL PROVISIONS

ITEM 110

ACCEPTANCE OF FREIGHT - RESTRICTIONS GOVERNING

The publication of rates does not obligate the Carrier to accept shipments that cannot be loaded or transported in or on the equipment ordinarily operated in the service of the Carrier or to transport shipments contrary to the provisions of laws or regulations governing the transportation of property, the use of vehicles or the use of highways.

Transportation Service is subject to availability of equipment.

ITEM 120

ALTERNATING APPLICATION OF RATES AND WEIGHTS OR DISTANCES

Where different rates on the same article or articles, based on different minimum weights, are provided in the same section of a tariff, the lowest charge obtainable under the different rates, and minimum weight thereto (or actual weight if greater) will be applied, except as otherwise specifically provided.

If the charges on a higher minimum weight and lower rate result in charges less than those applicable to the actual weight and higher rate, such lower charge will apply. The provisions of this item will not allow the application of an alternating LTL or TL rate, as the case may be, when a non-alternating LTL or TL rate, as the case may be, has been established.

When a rate item provides different rates for different mileage ranges, the rate for the actual distance will apply.

When rates are named in cents per 100 lbs. per loaded mile, and a lower charge can be obtained by applying a rate to a greater than actual distance, such lower charge will apply.

ITEM 130

APPLICATION OF TARIFF

- (A) The provisions of this Tariff, as amended, shall apply to all transportation services provided by Carrier in interstate, intra-provincial, or extra-provincial commerce between points in North America, except that the provisions shall not apply to any service provided in Mexico.
- (B) Each provision of this Tariff shall apply to each transportation agreement entered into by Carrier unless expressly waived in a signed, written agreement.
- (C) If there is a conflict between this Tariff, as amended, and the terms and conditions of any manifest, label, bill of lading, or other transit documentation, the terms and conditions of this Tariff, as amended, shall govern.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

RULES AND GENERAL PROVISIONS

(change) ITEM 150

BILLS OF LADING (General)

Shipments moving under rates published in Contracts, Schedules or Tariffs, either governed by this tariff or making general reference to this tariff, will be governed by the terms and conditions as set forth in the contract first, tariff rules second and the STRAIGHT BILL OF LADING -- SHORT FORM in the substantial form as set forth in Item 160 and Item 170.

Upon request, a Straight Bill of Lading -- Short Form will be furnished either (1) by copy if request is prior to movement of the shipment; or (2) an original, if requested at time of shipment. The Carrier will be responsible for filling in the proper information supplied by the Consignor.

The terms and conditions of the following bill of lading shall apply. Notwithstanding the use of any other bill of lading or shipping document, drivers are not authorized to bind Carrier to non-conforming bills of lading. Any bills of lading executed by a driver with alternative terms and conditions will serve as receipts for the shipment only. When shipments are picked up at Shipper's request and Shipper or its agent is not present to sign the bill of lading, the transportation of the shipment will be subject to Carrier's bill of lading.

The name and address of only one Shipper and one Consignee and one destination for each shall appear on a Shipping Order or Bill of Lading. When shipments are consigned to a place of which there are two or more of the same name in the same state or **province**, the zip code or postal code must be shown.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

SHIPPER X

Scheduled Arrival

Time

RECEIVED THE ABOVE DESCRIBED PROPERTY UNDER THE TERMS OF THIS BILL OF LADING AND IN GOOD CONDITION, EXCEPT AS OTHERWISE NOTED.

Date

ITEM 160

SECTION 100 **RULES AND GENERAL PROVISIONS** BILL OF LADING NO. 1001 CARRIER: ()BENNETT STRAIGHT BILL OF LADING-Heavy & Specialized, LLC SHORT FORM DATE **ORIGINAL - NOT NEGOTIABLE** P.O. BOX 569 • McDONOUGH, GA 30253 Carrier's Freight Received, subject to the tariffs and/or applicable contract (which are incorporated herein as if fully set forth) in effect on the date of issue of the Bill Of Lading, the property described below, in apparent opcod under except as noted (condition of contents of packages unknown), marked, consisped and destined as indicated below, which the above indicated Carrier agrees to carry. It shall be the responsibility of Shipper to load, weigh and count all articles tendered for shipment and to prepare and package the range is such a manual set as to insure that the range will withbrand the merinal rigors of comparation by minor carrier, without special pecautionary measure, and may be transported safely and without damage. If requested, Carrier will tarp the carge (and assess tarp changes) for shipments moving on open-bed traiter equipment. In no event shall Carrier have any latify for demage related to improper packaging, bracing or support of the carge or for vibration, water, moisture, dirt, dust, smoke, furner, or similar cause of damage, caused in whole or in part, by failured the definitive to connective measure neckeds are different packages. **Bill Number** Shipper's Number arising of support of the cargo or for violation, water, moisture, out, outs, shows, turnes, or similar cause of oamaje, clusted in whole or in part, by failure of the shipper to properly prepare package, or otherwise provide sufficient protective occessing of the cargo, in the provident rules and procedures that may apply to this highment, which are maintained at Carrier's office will be made available upon request and are also available at www.bennettin.com, No party including drive, employee, agent, or representative of the party is outbriried or empowered to early in multily any of the terms and conditions contained in this part printed Straight Bill of Lating and any attempt to modify, very in odd to the terms and conditions or for the party in the following procedure of the party is outbriried or cardinisms of forth herein by any party shall be null and valid. All parties have the shaped charging of hereby a critify. That I they are familiar with said terms and conditions in the Bill of TADING and Carrier's Rules farff, and the same are agreed to by the parties for themselves and their assigns. Manifest Number Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consigned with-FROM (Shipper's Name) out recourse on the consignor, the con signor shall sign the following statement: The carrier shall not make delivery of Street Address City Zip Cade this shipment without payment of freight and all other lawful charges. TO (Consignee's Name) (Signature of Consignor) Street Address City State Zip Code Unless signed above, Carrier shall be entitled to collect freight charges from Third Party Billing (only if approved by Credit Dept.) either shipper or consignee. If Charges are to be prepaid, write or stamp here: "To Be Prepaid" Street Address Zip Code Kind of Package, Description of Articles, Special Marks, and Exceptions if Charges are to be C.O.D., the car-rier accepts no such responsibility unless amount is here specified and this section signed by consignor. C.O.D. Amount (Signature of Consignor) If shipper declares a value, the declared value is specifically stated by shipper not to exceed: UNLESS A GREATER VALUE IS DECLARED, SHIPPER HEREBY RELEASES THE VALUE TO \$2.50 (\$1.00 FOR USED GOODS) PER POUND FOR EACH ARTICLE, NOT TO EXCEED \$100,000 PER TRUCKLOAD Carrier shall have limited liability for delays, for pickup FOX EACH ARTIELE, NOT TO EXCEED \$100,000 PER TRUCKLOAD C Carrier shall have limited liability for delays, for pickup in delayer; in accordance with Carrier's Rules Tariff. Carrier shall not the liable for any damage resulting from loss of use, porfit, or business, non-operation or increased excesses of operation, service interruption, or for any special, indirect, incidental or consequential damages. Carrier's maximum liability for delay for any rause, whatesceed, and regardless of the form of action fin contract or torif, shall be limited salely to the amount of treight thanges on the shipment which is the basis of such ration. On shipments making eithin Mexico, Carrier shall have no liability during any partien of the movement within Mexico in relation to the cargo or any components thereof, or to the selection of another carrier. Any loss, damage or delay claim must be filed with the Carrier within 3 monds of the delivery date. (subject to excess valuation charge of \$1 for each \$100.00 or portion thereof.) (Signature of Consignor) If credit is extended by Conier, ficipit charges are due within 15 days of invoice. Freight charges not paid within 30 days of presentation of freight hill shall be subject to a switer charge of 15% of subject to a switer charge of 15% of MOUNTTO BE the unpaid charges or \$200,00, whichever is greater. Any suit for the collection of freight charges shall be instituted in theory County Georgia and the parties level consent and submit to the exclusive venue and jurisdiction of the tederal \$ 5 state Courts located in Henry County, Georgia. OVERALL DIMENSIONS Tractor No. Trailer No. Shipper hereby certifies that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the fed eral and state Department of Transportation Shipper Informed of Arrival Unit Released Loading Began Loading Completed Scheduled Arrival Shipment Released and Pick-up Acknowledged Subject to the Ierm of this Bill of Lading Driver's signature acknowledges only receipt of the above described property

For explanation of abbreviations and references, see last page of tariff.

CONSIGNEE X

DELIVERY RECORD AND RECEIPT - TO BE COMPLETED AT DELIVERY LOCATION

Consignee Informed of Arrival

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

Unloading Began

Time

ISSUED BY:

DRIVER X

CONSIGNEE'S AGENT MUST SIGN ON LINE INDICATED

Time

Unit Belevsed

Unloading Completed

SECTION 100 RULES AND GENERAL PROVISIONS

ITEM 170

BILL OF LADING - CONTRACT TERMS AND CONDITIONS

Section 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, the act or default of the shipper or owner, or resulting from a defect or vice in the property. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner or party entitled to make such request; or delay caused from faulty or impassible roadway or from refusal of permitting or routing by state regulatory agency.

Section 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch, Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing as the released value of the property, including by use of the following statement: "UNLESS A GREATER VALUE IS DECLARED. SHIPPER HEREBY RELEASES THE VALUE TO \$2.50 (\$1.00 FOR USED \$000DS) PER POUND, PER ARTICLE, NOT TO EXCEED \$100,000.00 PER TRUCKLOAD" on the face of the bill of lading without declaration of a greater amount by the Shipper in the space provided on the face of the bill of lading, such lower released value, plus freight charges if paid, shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence of carrier.

Section 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating camer within nine (9) months after delivery of the property or, in the case of failure to make delivery, within nine (9) months after a reasonable time for delivery has classed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filled or suits are not instituted thereon in accordance with the foregoing provisions, no carrier heraunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance; Provided, that the carrier reimburse the claimant for the premium paid thereon.

Section 4 (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duty sent or given, may be kept subject to the tariff charge for storage and the carrier's liability shall then become that of a warehouseman only, or at the option of the carrier, may be stored in a public or licensed warehouse at the sole cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to received it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auditon to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale. (d) Where the procedure provided for in the two paragraphs last preceding is not possible or elected, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sales, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense. If there is a belance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder.

Section 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

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

Section 7. (a) The consigner or consignee shall be liable and shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature in the place provided for that purpose on the face of this bill of lading, that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, makes delivery without requiring such payment.

(b) The consignee becomes liable for freight charges upon receipt of the goods unless the consignee is an agent only and had no beneficial title in said property, and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

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

Section 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulated interstate shipments. U.S. statutes and regulations shall apply unless otherwise provided hereunder or waived by other signed written agreement with carrier.

(b) if all or any part of said property is carried by water, over any part of said route, and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water (e.g. Carriage of Goods By Sea Act [COGSA]).

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

RULES AND GENERAL PROVISIONS

ITEM 180

CANCELLATION OF ORIGINAL AND REVISED PAGES

When this tariff, or tariffs making reference hereto, is amended by revised pages, the cancellation of prior pages, EXCEPT the title page, will be effected by means of this rule. A revised page will NOT show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection or other reason. Revisions of each page will be filed in numerical sequence.

The revision numbers will be used in consecutive numerical order beginning with "1st Revised Page". A revised page cancels any uncancelled, revised, or original pages that bear the same page number.

To add additional pages to this tariff, or tariffs making reference hereto will be accomplished by lettering the page number in consecutive order beginning with "Original Page 44-A".

Except where a specific cancellation is shown on a new revised page, a revised page cancels all uncancelled revised or original pages, or uncancelled portions thereof, which bear the same page number. SEE EXCEPTION.

EXCEPTION - When a specific cancellation on a prior revised page excepts a previously filed page wholly or in part, this rule does NOT have the effect of canceling such excepted previously filed page or portion thereof.

EXAMPLE: 1st Revised Page 44 cancels Original Page 44.

ITEM 190

CIRCUITOUS ROUTING SPECIFIC COMMODITY RATES

Specific commodity rates (other than distance commodity rates) will not apply on permit loads or shipments subject to conditions as described in NOTE A, when the required route of movement exceeds 120 per cent of the short line mileage, see Item 300 for method of determining miles.

When Shipper or Consignee requests transportation over a particular route, longer than the shortest route, the longer distance shall be used as provided in Item 300 whenever distance rates are applicable. When specific commodity rates (rates other than distance rates) apply, the original line haul charge divided by the original miles will be used to determine the rate per mile per truck will be assessed for all distances exceeding the shortest highway miles from origin to destination of the shipment.

NOTE A - When due to Act of God, Public Enemy, Riots or Insurrections, highways are impassable and/or when bridges, ferries, tunnels or roads are closed by governmental authorities for rebuilding, repair or frost laws, force majeure or for other reasons requiring Carrier to detour.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

RULES AND GENERAL PROVISIONS

ITEM 200

COMMODITY LIMITATIONS

Carrier does not hold out to transport: household goods or personal effects owned by individual(s); accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, railroad and other tickets, bullion, money, currency, notes, securities, negotiable instruments, jewelry and precious stones, paintings, statuary or other works of art, live plants, or unlawful goods and/or contraband; gold, silver, platinum and any other precious metal or any alloy thereof, however, precious metals that are part of industrial or data processing equipment and machines are permitted; or live animals or live plants.

ITEM 210

CONTRACTS

- (A) Rates and charges in contracts take precedence over rates and charges named in tariffs.
- (B) Rates and charges in Freight All Kinds or General Commodity described contracts will not apply on the following (unless otherwise specifically provided):
 - (1) Blasting supplies and agents or materials used in the manufacture of explosives
 - (2) Coins or currency, drugs, etiologic agents, explosives, food stamps, household goods, livestock, perishables, post cards, postage stamps, stamped envelopes.
 - (3) Radioactive materials or equipment requiring labels
 - (4) Secret materials, weapons or ammunition designated sensitive by the U.S. Government
 - (5) Shipments requiring protective security service; dual driver protective service, constant surveillance service, security escort vehicle service
 - (6) LTL shipments, unless otherwise specified in the contract
 - (7) Hazardous waste materials

ITEM 220

DELIVERY SERVICE WITHOUT RECEIPT

When the Bill of Lading provides for delivery at field locations, the Bill of Lading shall be so endorsed. If there is no one present to sign the delivery receipt, the Carrier shall complete delivery at the designated location and Carrier's responsibility ceases upon delivery being made.

For explanation of abbreviations and references, see last page of tariff.

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RULES AND GENERAL PROVISIONS

ITEM 240

DEFINITIONS

- (a) "Business Day" means each day, Monday thru Friday, excluding holidays.
- (b) "Business Hours" means that time during which operations are generally conducted by the Carrier at the point where the service is performed.
- (c) "Carrier" means the for-hire motor carrier identified on the title page of this Tariff to include the authority representatives
- (d) "Consignor", "Shipper" or "Consignee" or agents of such "Consignor", "Shipper" and "Consignee".
- (e) "Double Drop Deck" means a semi trailer with a load carrying bed or platform suspended not more than 30 inches above the ground or street level.
- (f) "Holiday" means any day designated as a full holiday (not 1/2 day) nationally, by Federal or State statue, or by local proclamation. When the holiday falls on Sunday, the following Monday will be considered as a holiday.
- (g) "Less-Than-Truckload (LTL) Rate" a rate other than `truckload' (TL) rate applying on an article or articles for which a truckload rate is provided. The less than truckload (LTL) rates cover shipments in quantities less than the minimum weight specified for truckload shipments.
- (h) "Shipment" is a tender of freight received from one consignor, at one time, at one place, destined to one consignee at one location, and covered by one bill of lading.
- (i) "Spot Rate" and/or "Spot Quote" shall mean a rate agreed upon by only Shipper and Carrier as applicable to a single shipment or, if in writing, a limited number of shipments representing a continuous number of shipments arranged at a single time with a single offer and a single acceptance.
- (j) Normal Business Hours the period from 7:00 am to 5:00 pm.
- (k) "Oilfield Equipment" means: Machinery, equipment, materials and supplies used in or in connection with the discovery, development, production, refin1ng, manufacture, processing, storage, transmission and distribution of natural gas and petroleum and their products and by products; and machinery, materials, equipment and supplies used in or in connection with the construction operation, repair, servicing, maintenance and dismantling of pipelines, including the stringing and picking up thereof.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

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RULES AND GENERAL PROVISIONS

Continued ITEM 240

DEFINITIONS

- (l) "Place" (See NOTE A) means a particular street address, or other designation of a factory, store, warehouse, place of business, or private residence at a "point".
- (m) "Point" means a particular city, town, village, community, or other area which is treated as a unit or the application of line haul rates.
- (n) "Site" means a particular platform or specific location for loading or unloading at a "place".
- (o) "Terminal Area" means all pick-up and delivery points within the same incorporated area or within one (1) mile of the post office for unincorporated areas.
- (p) "Tow-away Service" means the transportation of an article mounted on wheels and having a 5th wheel king pin, or any freight trailer or semi-trailer not in the carriers' fleet.
- (q) "Truck" means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
- (r) Truckload Rate a rate or rating in connection with which truckload minimum weight is provided. Such rate or rating applies only when a quantity of freight is shipped from one point in one day by one shipper on one bill of lading for delivery to one consignee at one destination.
- (s) Except as otherwise specifically provided, a "base rate" means the chargeable line haul to which all modifiers will applied.
- (t) Except as otherwise specifically provided, "fuel consumption" is the act of burning fuel at any point during a shipment or service provided by the Carrier. This includes fuel consumption by truck type, winch, gin pole, passenger vehicles, Escort vehicles, and forklifts.
- (u) Per Truck Used or Per Vehicle Used indicates that in the application of rates, the lading transported on each piece of carriers' equipment shall be treated as a separate shipment subject to the minimum weight provided in connection with the applicable rate.

NOTE A the "place" shall include only contiguous property which shall not be deemed separated if intersected only by a public street or thoroughfare.

For explanation of abbreviations and references, see last page of tariff.

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RULES AND GENERAL PROVISIONS

ITEM 270

DEFINITION OF SHIPMENT LTL TL

- (a) A Shipment is a quantity of freight tendered for transportation by one Shipper at one point on one day, on one Bill of Lading or written Shipping Order, and loaded on one vehicle, for delivery to one Consignee at one destination, except as otherwise provided herein.
- (b) A "less than truckload" (LTL) rate is a rate other than "truckload" (TL) rate applying on an article or articles for which a "truckload" rate is provided.
 - (1) The "less than truckload" (LTL) rates cover shipments in quantities less than the minimum weight specified for truckload shipments.
 - (2) LTL is defined as a piece or unit under 15,000 lbs. and less than 15 feet in length and requires pickup within two (2) days after notification and delivery within 10 working days after notification. (See NOTES A and B)
- (c) Except as otherwise provided, a truckload rate is a rate in connection with which a truckload minimum weight is provided. A truckload rate applies only when a volume of freight is shipped from one point in one day on one vehicle by one Shipper on one Bill of Lading for delivery to one Consignee at one destination.
- (d) When a less than truckload shipment is tendered to the Carrier and the Bill of Lading is marked or stamped "Tendered as a Truckload", the applicable truckload rate and minimum weight will apply and they will not alternate with LTL rates. When shipment is tendered to Carrier under Bill of Lading marked or stamped "Tendered as a Truckload" and shipment has begun its movement to destination, a corrected Bill of Lading will not be accepted to remove the truckload application.
- NOTE A The rates per mile will be based on either the actual weight or lineal length of trailer space used, whichever produces the higher rate.
- NOTE B Not applicable on the following:
 - (1) Over dimensional shipments.
 - (2) Shipments exceeding 10 feet in height.
 - (3) Exclusive use of vehicle.
 - (4) Shipments requiring special equipment.
 - (5) Shipments requiring expedited service.
 - (6) Shipments requiring stopping in transit privileges.

(change) ITEM 280

DEFINITION OF FORCE MAJEURE

Either party shall be excused from rendering its contractual obligations under the Bill of Lading or other contract for transportation if it is prevented or delayed in such performance by the following conditions of excuse for non-performance that are unforeseeable: (1) inclement weather and natural phenomena, including without limitation, storms, floods, hurricanes, landslides, earthquakes and Acts of God; (2) fires or explosions; (3) wars, civil disturbances, riots, acts of terrorism, insurrections, acts of the public enemy and sabotage; (4) transportation disasters, whether by sea, rail, air or land; (5) lockouts, strikes or other labor disputes that are not due to the breach of a labor agreement by the affected party; (6) actions or failures to act of a governmental authority, including changes in laws or codes not reasonably foreseeable; (7) traffic congestion or road closure caused by accident, inclement weather, construction or other causes; or (8) any other cause beyond such affected party's reasonable control.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

RULES AND GENERAL PROVISIONS

ITEM 290

DELIVERY AND PICK UPS SERVICE

- (a) Unless otherwise specifically provided, rates include one pickup of a shipment at a point of origin and one delivery of a shipment at destination at all points directly accessible to Carrier's vehicle within the terminal areas of cities or villages and at other points from and to which rates apply.
- (b) The term "Pickup" as used herein refers to the service involved in calling for and positioning vehicle for loading of freight on motor vehicle from a platform, railroad freight car, or other facilities directly accessible to highway vehicle.
- (c) The term "Delivery" as used herein refers to the service involved in positioning of vehicle for unloading of freight from motor freight vehicle to a platform, railroad freight car, or other facilities directly accessible to highway vehicle.

ITEM 300

DISTANCES, METHOD OF DETERMINING (See NOTE A)

Except as otherwise provided in paragraphs (a), (b), (c) and (d) the mileage on all shipments will be subject to the direct mileage as determined by PC Miler (ALK Associates, LLC) current version practical miles, including revisions, changes or reissues thereto:

- (a) When the dimensions of an article in the shipment exceed 48' in length or 8'6" in width or 13'6" in overall height measured from the ground to the top of the article after loaded, or those shipments otherwise requiring permits, the mileage to be used in determining the rate and charges shall be the distance via the route of travel over which the shipment is required to move.
- (b) Where the Shipper or Consignee requests transportation of the shipment over a particular route, longer than the shortest route, the distance over the longer route will be used. Specific commodity rates (other than distance commodity rates) will not apply on permitted loads.
- (c) When due to act of God, public enemy, riots or insurrections, highways are impassable and/or when bridges, ferries, tunnels or roads are closed by governmental authorities for rebuilding, repair or frost laws, or for other reasons requiring Carrier to detour, the distance over the shortest route over which the truck can be moved origin to destination will be used to determine the rate.
- (d) Mileages will be based on the National Route Mileage as determined in PC Miler on shipments of the following commodities: Radioactive Materials; Equipment contaminated with Radioactive Materials; Empty shipping containers for Radioactive Materials; Hazardous Waste; Explosive Waste; Equipment contaminated with Hazardous or Explosive Waste; Contaminated empty shipping containers for Hazardous or Explosive Waste; Industrial Waste, other than scrap; Non-Hazardous Waste moving on a Non-Hazardous Manifest or Bill of Lading; Waste products for Recycling or Reclamation or Disposal.
- (e) Mileages will be based on the Practical Route Mileage as determined in PC Miler on shipments of Explosives.

Note A: Mileage applicable to Hazardous Materials shipments, as defined by D.O.T. regulations, which require movement over specified routes will be calculated over the required route of movement.

For explanation of abbreviations and references, see last page of tariff.

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RULES AND GENERAL PROVISIONS

(change) ITEM 310

FRACTIONS, DISPOSITION OF

- (A) In the disposition of fractions of cents, the following rule must be observed:
 - 1. Fractions of less than 1/2 (.5) Omit
 - 2. Fractions of 1 I 2 (. 5) or greater Increase to the next whole unit
- (B) In the disposition of fractions of hours, the following rule must be observed:
 - 1. All fractions will be rounded up to the next full hour, or quarter hour, as applicable Per vehicle or unit
- (C) In the disposition of miles, the following rule must be observed:
 - 1. All miles will be rounded up to the next highest whole mile increment.
 - 2. Example 222.3 miles will be rounded to 223 miles

ITEM 320

GOVERNING TARIFFS

This tariff is governed, except as otherwise provided herein, by the following described tariffs and by supplements or loose leaf amendments thereto or successive issues thereof:

- 1) Code of Federal Regulations, Title 49 for rules and regulations governing the transportation of hazardous materials and motor carrier safety regulations and related material as found in 49 CFR.
- 2) Mileage Guide ALK PC Miler.

For explanation of abbreviations and references, see last page of tariff.

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ISSUED BY:

RULES AND GENERAL PROVISIONS

(change) ITEM 350

HAZARDOUS MATERIALS PROVISION INVOLVING EXPLOSIVES AND OTHER DANGEROUS ARTICLES

Shipper accepts all U.S. Department of Transportation requirements governing placarding of hazardous material. Unless otherwise noted, rates published by Carrier do not include services for hazardous materials handling.

- 1 Compliance with Packaging Requirements: The packaging of explosives and other dangerous or hazardous articles or material must comply with rules and regulations as prescribed by the DOT pursuant to the Hazardous Material Transportation (HMTA) as amended and codified in 49 U.S.C. 5101 et seq., the Pipeline and Hazardous Materials Safety Administration (PHMSA), the Federal Motor Carrier Safety Administration (FMSCA) and by the Code of Federal Regulations, Title 49, governing hazardous materials except as otherwise provided herein. A container designated with a `DOT Specification Number' must meet the DOT's specifications for that numbered container as set forth in 49 CFR 173 and 178 and published in the governing hazardous materials tariff. Shipments packaged in reused and non-reusable containers will not be accepted for transportation.
- 2 Transportation of Explosives and Dangerous or Hazardous Articles or Materials: Unless otherwise provided, carrier may accept shipments of explosives, hazardous wastes, hazardous substances, or radioactive articles or materials including radioactive waste, for transportation in accordance with the following transportation regulations of the DOT, PHMSA, FMCSA, EPA, and MRC, subject to the following provisions:
- (a) Hazardous wastes or hazardous substances for disposal, subject to the provisions of 49 CFR 171.3 and 172.205; or radioactive waste will not be subject to the following requirements:
- (1) A notice of not less than 48 hours must be given by the shipper to the carrier before tender of shipment information, including the name of shipper, origin, consignee, and destination.
- (2) The carrier will determine before acceptance of the shipment if consignee will accept the shipment when tendered for delivery. Only upon advice from consignee that the shipment will be accepted, will carrier accept shipment at the origin point. If consignee advises that shipment will not be accepted, the carrier will attempt to determine if and when it would be accepted at destination and advise shipper.
- (3) Shipments must be prepaid except when shipped by the U.S. Government on a Government Commercial Bill of Lading (GBL)
- (4) Shipments which are delayed in transit directly or indirectly due to restrictions imposed by the shipper or consignee or which, because of the nature of such shipments, are delayed in transit by regulation imposed by any state, federal or other governmental agency, will be subject to delay-in-transit equal to 200% of charges provided in Item 1750 (delay in transit requirement shall be considered as shipper request for storage at carrier facilities en route). Such charges begin at time shipment is delayed and continue until such time as transportation can be resumed or shipment delivered to consignee. Payment of charges assessed under this provision will be the responsibility of the party remitting the line-haul charges. When such charges are assessed, carrier shall maintain a record of all shipment delays, including arrival and departure times at locations where delays occur, and the name of the party or regulatory agency authorizing or necessitating such delays.

(Concluded on following page)

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

RULES AND GENERAL PROVISIONS

(change) ITEM 350 (Concluded)

HAZARDOUS MATERIALS PROVISION INVOLVING EXPLOSIVES AND OTHER DANGEROUS ARTICLES

- (5) Except as authorized by the DOT in 49 CFR 173.28, hazardous waste is to be packaged in new or reconditioned DOT specification containers. Articles or equipment containing or contaminated with polychlorinated byphenyl (PCB) destined to temporary storage sites or authorized disposal facilities must comply with all DOT and EPA regulations and the articles or equipment must be properly prepared by shipper for transportation.
- (b) Where required by federal, state, or local regulations, carrier will prepare route plans which set forth the authorized or designated route to be utilized in transporting shipments of hazardous material wastes or substances, or radioactive articles or materials, including radioactive waste, from the initial origin to destination. The authorized or designated route should be the shortest available route over the highways approved by the appropriate federal, state or local agency for such transportation. Distance rates or charges shall be based on the distance via such authorized or designated routes. Specific commodity rates (rates other than distance commodity rates) will not apply if the required route of movement via such authorized or designated route exceeds 115% of the shortline distance as defined in Item 300.
- (c) When special permits authorizing the transportation of specific shipments of hazardous materials, wastes, or substances, or radioactive articles or materials are required by federal, state, or local regulations, the cost of acquiring such permits, including telephone, telegraph, delivery and/or other expenses incurred by the carrier in their procurement will be the responsibility of the party remitting the line-haul charges (in addition to actual permit cost, subject to a minimum procurement charge of \$50.00 per permit).
- 3 Recouping of Defective or Leaking Containers: When drums and/or containers are found to be defective or leaking through no fault of the carrier, and the necessary equipment and/or supplies, overpack drums or containers, and all necessary labor will be provided to complete transportation of the shipment. All charges for obtaining the equipment and/or supplies, application of an overpack drum or container and any necessary labor plus any and all actual damages proximately caused by defective or leaking containers and drums will be assessed against the consignor and will be in addition to all other applicable tariff charges.
- 4 Control and Exclusive Use of Vehicle: Any notation of the bill of lading which in any way limits or denies carrier access to the vehicle in which shipment is loaded shall be deemed by carrier to require `Exclusive Use of Vehicle' service in accordance with the provisions of Item 1460.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

RULES AND GENERAL PROVISIONS

ITEM 360

IMPORT AND EXPORT FREIGHT

Limitation of Carrier's Liability for Proper Customs Clearance. Carrier assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by Mexican or Canadian Customs. Carrier does not represent and specifically disclaims any knowledge or expertise 1n proper customs clearance and inspection matters. Carrier is not responsible for the acts or omissions of the Mexican or the Canadian Customs Agent or its affiliated Freight Forwarder that may be selected for the purpose of clearing Shipper's merchandise through Customs. Carrier will serve merely as a liaison between Shipper and the Mexican or Canadian Customs Agent (and the Customs Agents' Freight Forwarder) at Shipper's request and only as a convenience to Shipper. Carrier or party in possession shall not be liable for loss, damage, deterioration of the freight or delay in delivery due to the duration of the period required by customs clearance or inspection.

ITEM 370

IMPRACTICAL OPERATIONS

Nothing in this tariff shall be construed as binding on the part of the carrier to accept shipments for delivery at destinations to which, because of the conditions of roadways, streets, alleys or premises, it is impracticable to operate carrier's vehicles or to repair delivery to locations at destinations where it is impracticable to operate carrier's vehicles. In such cases delivery will be made at the nearest point or location to the billed destination to which it is practicable to operate carrier's vehicle. Carrier will notify consignee of its inability to make delivery at the billed destination and also advise the consignee of the point or location where delivery has been made.

ITEM 380

INTERMODAL SHIPMENTS

Carrier does participate in the Uniform Intermodal Interchange Agreement (UIIA).

ITEM 390

LTL RATES - EXCEPTIONS TO

If consignor requests that a Less-Than-Truckload (LTL) shipment be transported as a Truckload (TL) shipment, or if the bill of lading carries a notation reading `Tendered as a Truckload' or words of similar import, such shipments will be transported as a truckload shipment, and will be rated as a truckload shipment.

For explanation of abbreviations and references, see last page of tariff.

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RULES AND GENERAL PROVISIONS

ITEM 410

RATES AND SCHEDULES

The rules published herein are applicable to all shipments transported by Carrier unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b). Rates and schedules may be published in rate catalogues, on a Shipper specific basis or pursuant to a spot market rate quotation. The rules set forth in this Tariff shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. The rules set forth in this Tariff shall apply to all shipments handled by Carrier regardless of the origin or destination.

ITEM 420

SCHEDULING PREARRANGED

Upon reasonable request of Consignor, Consignee, or others designated by them, the Carrier will enter into a schedule for the placing of a vehicle for loading or unloading at premises of Consignor, Consignee, or other premises designated by them. The time for placing of the vehicle must be during the Carrier's normal business hours. Such arrangement may be made by telephone (at Consignor's or Consignee's expense) and must be confirmed in writing. It shall include the time (day and hour) and location at which vehicle is to be placed for loading or unloading.

ITEM 430

SELECTION OF HAZARDOUS WASTE DISPOSAL SITES

Carrier does not select or recommend the selection of any hazardous waste treatment, storage, or disposal facilities, or recycling facilities. Carrier offers its services as a transporter of hazardous wastes, for hire to the general public. The proper identification and permitting of hazardous wastes and the selection of disposal facilities is the sole responsibility of the shipper/consignee or its designee.

For explanation of abbreviations and references, see last page of tariff.

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RULES AND GENERAL PROVISIONS

ITEM 440

SUBSTITUTION OF EQUIPMENT

In the event an intermediate or delivering carrier uses a vehicle of different size or capacity or uses a different number of vehicles than furnished by the originating carrier for a shipment or a lot of freight, the size or capacity of each vehicle and the number thereof, furnished by the originating carrier will govern the application of this tariff from origin to destination of the shipment or lot of freight.

ITEM 450

TERRITORIAL SCOPE

(A) Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) to operate as a common carrier, by motor vehicle, in interstate or foreign commerce and in intrastate commerce, over irregular routes, transporting:

General Commodities (except Household Goods), including Oilfield Equipment between points in the U.S. (except AK and HI)

(B) Carrier is also authorized and holds intrastate and extra-provincial certificates of authority in various states in the United States and provinces in Canada.

For explanation of abbreviations and references, see last page of tariff.

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EQUIPMENT

ITEM 620

CONTRACT SERVICES

When a shipment is tendered and contract services (i.e.: mobile crane, dragline crawler crane, bulldozer, etc.) are required or requested by the Shipper, Carrier will, based upon availability, furnish such equipment/services subject to a charge based cost plus 25%, unless otherwise stated in this Tariff.

ITEM 630

EQUIPMENT- AIR RIDE (See NOTE B)

When requested by the shipper or consignee, air-ride equipment as defined in NOTE A will be furnished, subject to the availability of equipment and subject to the following charges in addition to all other applicable charges:

Equipment	Cents Per Mile Added Charge	Minimum Charge
AIR RIDE TRACTOR	15	\$50.00
AIR RIDE TRAILER	15	\$50.00
AIR RIDE TRACTOR TRAILER COMBINATION	25	\$75.00

NOTE A The term "Air Ride Equipment" shall be construed to mean a tractor, trailer and/or tractor trailer combination equipped with air suspension or comparable soft or easy ride suspension.

When Carrier is requested to furnish Air Ride Equipment, the Bill of Lading or Shipping Instructions shall be annotated:

"Air Ride Tractor requested"," Air Ride Trailer requested" or "Air Ride Tractor Trailer combination requested", by Consignor. Bills of Lading or Shipping Instructions on such shipments shall be signed by a person authorized to make such request or by a person authorized to sign Bills of Lading on such shipments.

NOTE B - Shipments requiring air ride equipment will be subject to a minimum charge based on the applicable rate subject to the applicable Minimum Weight but not less than 24M per air-ride tractor, trailer, or tractor/trailer combination required.

ITEM 640

EQUIPMENT-AMBER FLASHING LIGHT

Whenever an amber flashing light is used in lieu of an escort vehicle on an over dimensional shipment (over length, over width or over height), the charge for said service shall be \$75.00 per shipment.

For explanation of abbreviations and references, see last page of tariff.

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EQUIPMENT

ITEM 650

EQUIPMENT-EXTENDABLE FLATBED TRAILERS

When a shipment is tendered and an extendable flatbed trailer is required or requested, such an extendable flatbed trailer will be furnished, when available, and the shipment will be transported on an extendable flatbed trailer, where the distance from the ground to the deck height does not exceed 60 inches, at an additional charge of 125% of the applicable rate or minimum charge, whichever is greater, subject to a 40,000 lb. minimum.

ITEM 660

EQUIPMENT-EXTENDABLE SINGLE DROP FRAME TRAILERS

When a shipment is tendered and an extendable single drop frame trailer is required or requested, such an extendable single drop frame trailer will be furnished, when available, and the shipment will be transported on an extendable single drop frame trailer, where the distance from the ground to the deck height does not exceed 42 inches, at an additional charge of 130% of the applicable rate or minimum charge, whichever is greater, subject to a 40,000 lb. minimum.

ITEM 670

EQUIPMENT-LOWBOY OR DOUBLE DROP FRAME TRAILERS

When freight is tendered that is of such dimension or bulk it cannot be properly or safely transported without the use of lowboy or double drop frame trailers, or when such equipment is requested by the Shipper or consignee, it will be furnished and assessed as additional 150% of the applicable rate for a lowboy, double drop, double drop extendable, or RGN, subject to a minimum charge \$1,200.00. Rates are subject to a 40,000 lb. minimum if a Tandem Tractor is required or requested. Rates are subject to a 28,000 lb. minimum if a Single Axle Tractor or Mini Float is required or requested. Each trailer used shall be treated as a separate shipment in assessing freight charges.

A lowboy or double drop trailer is a semi-trailer with two or more axles and wheels attached, with the lowest portion of the load carrying bed or platform of solid or closed construction not more than thirty (30) inches above the ground or street level.

ITEM 680

EQUIPMENT - TWIST-LOCK

When trailers equipped with (twist-lock) locking devices, used in lieu of chains or straps, are used for the transportation of customer owned or controlled sea-land containers or mil-van containers, the charge will be 50 cents per mile, subject to a minimum charge of \$200.00, in addition to all other applicable charges.

For explanation of abbreviations and references, see last page of tariff.

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EQUIPMENT

(change) ITEM 690

EQUIPMENT - VAN TYPE TRAILERS

When a carrier is requested by shipper or consignee to furnish a van-type trailer, such equipment will be furnished and charges on the shipment transported shall be subject to the following charges:

- (a) Shipments requiring open top vans, logistic side rails or floor D-rings will be subject to the applicable rate, but not less than \$4.50 per mile, in addition to all other applicable charges.
- (b) Vans with lift-gates will be provided at a charge of 45 cents per mile, minimum \$100.00, in addition to all other applicable charges.

ITEM 700

ESCORTS, FLAGMEN AND/OR PILOT CARS

ESCORTS, FLAGMEN AND/OR PILOT CARS is defined as when a flagman, escort or pilot car (all terms hereafter referred to as "escort") is requested by the Shipper or required by regulatory agency, or if in the Carrier's opinion the shipment cannot be safely transported without use of an escort.

When an escort is requested by Shipper or consignee or their agents or is required by state or municipal authority to accompany any load, and the Carrier furnishes such escort car, a charge per round-trip vehicle mile as provided herein, shall be made for such service. Distance on which the mileage charge is to be computed shall be that from Carrier's terminal nearest to the point where the escort is required, thence to the point where the escort is no longer required and then returning to Carrier's same terminal. All escorts must be approved by the Carrier's Safety department.

The Carrier will make arrangements to secure an escort from a state or municipal authority or a company specializing in such service.

Escort Service charges are paid for each escort at the rate of \$2.85 per mile with an applicable Minimum Charge of \$450.00 per escort car. In addition, Carrier is authorized to charge one overnight layover charge of \$450.00 per escort for every 400 loaded miles, except for a Super Load (See NOTE A), for which the layover charge of \$450.00 per escort is for every 200 loaded miles.

NOTE A – Each state regulatory agency has different guide lines based on gross weights and/or dimensions that are used in order to determine whether or not a shipment as a "Super Load".

For explanation of abbreviations and references, see last page of tariff.

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ISSUED BY:

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SECTION 600

EQUIPMENT

ITEM 710

TRAILER MOUNTED UNITS

- (A) The rates published in Item 840 of this Tariff apply when tractor only is used on the movement of machinery and equipment mounted and installed on pneumatic-tired trailers or semi-trailers owned and furnished by the Shipper. Rates are subject to a 40,000 lb. minimum if a Tandem Tractor is required or requested. Rates are subject to a 28,000 lb. minimum if a Single Axle Tractor or Mini Float is required or requested.
- (B) The trailer or semi-trailer must be in safe condition, on its own wheels, and conform to all insurance and federal and state safety regulations. The Carrier is not responsible for making these determinations. If requested by the Carrier, Shipper will furnish proof of insurance.
- (C) Time lost due to mechanical failure or deficiency of the trailer or semi-trailer, not caused by the Carrier, will be considered detention time and charged for at the hourly rates for use of trucks in Item 840.

ITEM 720

USE OF PROPER EQUIPMENT

It will be left to the Carrier's judgment as to what type of vehicle is better suited for the shipment in order to give the best service and protection on the highway (such as standard semi trailers or low boy trailers) on articles that are over height, width, length, and/or bulk.

For explanation of abbreviations and references, see last page of tariff.

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ISSUED BY:

HOURLY RATES

(change) ITEM 810

- HOURLY RATES DETENTION OF EQUIPMENT WITH POWER UNIT (See NOTE A, B, C and D)

 (a) Except as otherwise provided two (2) hours (See NOTE B) free time shall be allowed for loading at origin and two (2) hours (See NOTE B) shall be allowed for unloading at destination of any vehicle, such free time shall begin from the time the vehicle arrives for loading or unloading. Two (2) hours free time shall be allowed at any stop-in-transit point for partial loading or partial unloading.

 (b) When Carrier's equipment, driver, accessorial vehicles or additional personnel are detained for reasons other than loading or unloading at origin, destination, or any point enroute, due to any act or failure to act of Shipper, Receiver or Owner, for reasons other than for loading or unloading, for a period in excess of one hour after arrival of equipment and driver at point of detention, the charges for detention of equipment and driver and accessorial vehicles and additional personnel will be as provided in Paragraph (c) of this Item.

 (c) For each additional hour or fraction thereof per vehicle after the expiration of free time:

 (1) On shipments having five (5) axles or less (Tractor and Trailer combination), the charge will be \$150.00 per hour (or fraction thereof) ("Hour"), per vehicle.

 (2) On shipments having six (6) to ten (10) axles (Tractor and Trailer combination), the charge will be \$150.00 per Hour, per power unit, plus an additional charge of \$25.00 per Hour, per axle.

 (3) On shipments having eleven (11) to fourteen (14) axles (Tractor and Trailer combination), the charge will be \$150.00 per Hour, per power unit plus an additional charge of \$35.00 per Hour, per axle.

 (4) On shipments exceeding fourteen (14) axles (Tractor(s) and Trailer combination), the charge will be \$150 per Hour, per power unit plus an additional charge of \$40 per Hour, per axle.

 (d) Strike interference charge:

(d) Strike interference charge

- When, because of a strike of its employees, it is impossible for Consignor, Consignee, or other party designated by them to make available for movement by Carrier any partially loaded or empty trailer detained on their premises, the detention of equipment without power unit charges and provisions stated in Item 205 will be applied
- NOTE A All time between 5:00 P.M. and **6:00 A.M.** will be free time and Saturdays, Sundays and National Holidays, via: New Year's Day, Independence Day (July 4), Memorial Day, Labor Day, Thanksgiving Day or Christmas Day will also be free time, unless designated time or date for pick-up or delivery is within the excepted period.
- NOTE B When Carrier places vehicle for Shipper's loading in advance of the time requested by Shipper, free time shall begin at the time scheduled for placing vehicle for loading or at the time loading actually begins, whichever is sooner. Also, when vehicle arrives on or before the designated time for pick-up, if the vehicle is not loaded and released by 5:00 P.M. on the day such loading commences the initial free time as specified in Paragraph (a) will be deemed to have expired.
- Note C Before detention time begins, the customer being invoiced will be notified and informed of the charges about to occur.

NOTE D -Shipments requiring two drivers are subject to an additional \$20.00 per hour.

For explanation of abbreviations and references, see last page of tariff.

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SECTION 800 HOURLY RATES

ITEM 820

DETENTION OF EQUIPMENT WITHOUT POWER UNITS

When, at Shipper or Consignee request, Carrier places a trailer without Power Unit at origin, or if the Consignee receipt for a shipment at destination and shipment is left on Carrier's equipment, the following per day charges will apply:

(a) On trailers having less than three (3) axles:

 for each of the first (1st) through fourth (4th) 24-hour periods or fraction thereof (excluding Saturdays, Sundays and holidays), a charge of \$150.00 per day.
 For the fifth (5th) and each succeeding 24-hour period or fraction thereof (including Saturday, Sundays and holidays) a charge of \$175.00 per day.

- (b) On trailers having three (3) axles to five (5) axles:
 i. for each of the first (1st) through fourth (4th) 24-hour periods or fraction thereof (including Saturdays, Sundays and holidays), a charge of \$150.00 per day plus an additional charge of \$50.00 per day,
 - per axle.
 For the fifth (5th) and each succeeding 24-hour period or fraction thereof (including Saturday, Sundays and holidays) a charge of \$175.00 per day, plus an additional charge of \$50.00 per day, ii. per axle.

- (c) On trailers having six (6) axles to eleven (11) axles:
 i. for each of the first (1st) through fourth (4th) 24-hour periods or fraction thereof (including Saturdays, Sundays and holidays), a charge of \$150.00 per day plus an additional charge of \$150.00 per day,
 - per axle. For the fifth (5th) and each succeeding 24-hour period or fraction thereof (including Saturday, Sundays and holidays) a charge of \$175.00 per day, plus an additional charge of \$150.00 per day, ii per axle.

- (d) On trailers having more than **eleven (11) axles**:
 i. for each of the first (1st) through fourth (4th) 24-hour periods or fraction thereof (including Saturdays, Sundays and holidays), a charge of \$150.00 per day plus an additional charge of \$250.00 per day,
- per axle. For the fifth (5th) and each succeeding 24-hour period or fraction thereof (including Saturday, Sundays and holidays) a charge of \$175.00 per day, plus an additional charge of \$250.00 per day, ii.

Plus a charge of 150 cents per mile for Power Unit per vehicle from the origin or destination to the Carrier's nearest terminal and return to the origin or destination, subject to a minimum charge of \$500.00 per Power Unit. The detention charges due the Carrier will be assessed against the Consignor in the case of loading, and

Against the Consignee in the case of unloading, irrespective of whether the line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges.

ITEM 830 HOURLY RATES FOR ADDITIONAL STEERING UNITS Without Power Hourly Rate Additional steering unit consisting of an apparatus or dolly, without power, capable of being \$100.00 steered independently of the power unit pulling the equipment and operator With Power Additional steering unit consisting of a tractor or other self-powered steering unit \$175.00 independent of the power unit pulling the equipment and operator Note: Above rates subject to a four (4) hour minimum charge. For explanation of abbreviations and references, see last page of tariff. **ISSUED: July 1, 2019** EFFECTIVE: July 1, 2019

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HOURLY RATES

(change) ITEM 840

HOURLY RATES FOR EQUIPMENT

Hourly rates apply for the following services from the time of departure from Carrier's terminal, or nearest location, until it returns.

Exception: When assigned to second revenue service, charges for first service shall terminate and begin for the second service when assigned to the second service. No charge will be made during which service is stopped because of mechanical failure, or meal and rest stops for Carrier's personnel. Rates are stated in dollars and cents per hour, or fractional part thereof as stated in Item 310, per vehicle or unit.

- 1. Loading/unloading commodities requiring use of extra persons or additional lift equipment.
- 2. Furnishing equipment for towing of vehicles.
- 3. Furnishing extra labor.
- 4. Setting up or dismantling rigs.
- 5. Skidding of derricks or machinery.
- 6. Constructing or improving roads to expedite movement of Carrier's vehicles.
- 7. Furnishing extra persons, escort cars, other equipment or flagmen for special permit moves.
- 8. The use of specialty equipment in cases where rates or charges are not otherwise set forth in this Tariff.
- 9. Movement of Carrier's trucks onto barges, from the time vehicles are made available for placement on barges until they are returned and on shore at the point of departure.

Equipment Type	Hourly Rate	Minimum Hour Charge
Hot Shot	\$100.00	4 Hours
One Ton	\$100.00	4 Hours
Two Ton / Mini Float	\$150.00	4 Hours
Single Axle	\$100.00	4 Hours
Tandem	\$175.00	4 Hours
Winch (0-15 Ton)	\$150.00	2 Hours
Winch (above 15 Ton)	\$175.00	2 Hours

Note: Hourly rates listed above apply to the use of truck and/or trailer.

For explanation of abbreviations and references, see last page of tariff.

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HOURLY RATES

(change) ITEM 850

HOURLY RATE FOR EXTRA LABOR

When extra labor is requested by the Shipper or consignee and is so specified on the bill of lading, the charge for furnishing such labor shall be as set forth below per hour or fraction thereof, per laborer.

Personnel	Hourly Rate
Laborer	\$95.00

Note: Above hourly rate subject to a four (4) hour minimum charge.

ITEM 860

HOURLY RATES FOR FORK LIFT WITH OPERATOR AND SWAMPER

Manufacturer's Rated Lifting Capacity Rate	Hourly Rate
Less than or over 10,000 pounds	\$150.00
Extra Labor in Conjunction With Fork Lift	
Swamper	\$95.00

Note: Above rates subject to a four (4) hour minimum charge.

ITEM 870

HOURLY RATES FOR POLE TRUCKS AND SWAMPERS

Hourly rates apply for the following services from the time of departure from Carrier's terminal, or nearest location, until it returns, subject to a four (4) hour minimum charge.

Exception: When assigned to second revenue service, charges for first service shall terminate and begin for the second service when assigned to the second service. No charge will be made during which service is stopped because of mechanical failure, or meal and rest stops for Carrier's personnel.

Truck with Driver/Description of Truck	Hourly Rate
One Ton Pole Truck	\$95.00
Two Ton Pole Truck	\$125.00
Five Ton Pole Truck	\$175.00
Ten Ton Pole Truck	\$225.00
Fifteen Ton Pole Truck	\$275.00
Twenty Ton Pole Truck	\$300.00
Thirty Tone Pole Truck	\$350.00
Swamper in Conjunction with Pole Truck	
Swamper	\$95.00

For explanation of abbreviations and references, see last page of tariff.

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HOURLY RATES

ITEM 880

HOURLY RATE FOR REPOSITIONING

If origin of the shipment exceeds twenty (20) miles from the closest Carrier terminal, the applicable hourly rate set forth in Item 840 will be assessed to the shipment.

Note: Above rate is subject to a two (2) hour minimum charge.

ITEM 890

HOURLY RATE FOR STRINGING OF PIPE

When Carrier's truck and/or trailer is requested by the customer to be used for pipeline stringing operations at a location or right of way, the following rate will apply in addition to the applicable transportation rate of the pipe to this location or right of way as published in this Tariff.

Activity	Hourly Rate
Stringing of Pipe	\$95.00

Note 1: Rate applies to Mini Floats, Single Axles, and Tandems.

Note 2: Above rate subject to a two (2) hour minimum charge with no free time allowed.

ITEM 900

HOURLY RATE FOR SUPERVISOR

When supervision of any operation is requested by the Shipper or consignee and is so specified on the bill of lading, the charge for furnishing such supervision shall be as set forth below per hour or fraction thereof, per supervisor.

Personnel	Hourly Rate (See NOTE A)
Supervisor	\$125.00
Plus \$1.00 per mile for travel miles from dispatch origin to destination set by the Shipper or consignee	

NOTE A – Subject to a Minimum Charge of \$325.00 per Supervisor.

For explanation of abbreviations and references, see last page of tariff.

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RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

ITEM 1020

OVER-DIMENSIONAL SHIPMENTS (Length – Width – Height)

OVER DIMENSION CHARGE:

It shall be the Shipper's responsibility to notify the Carrier on the Shipping Document or Bill of Lading by marking the bill "Over-Dimensional Shipment", or other language clearly identifying the shipment as over-dimensional.

The following charges will be applied in addition to all other applicable rates and charges, on each vehicle, on which the lading exceeds one or more of the following:

Eight feet, six inches in width or thirteen feet, six inches in height (when measured from ground after loaded).

OVERHEIGHT:

<u>Over</u>	<u>Up To</u>	Percentage of Applicable Rate
13'6"	14'	120
14'	14'6"	140
14'	15'	160
15'	16'	200
16'		300

OVERWIDTH:

<u>Over</u>	<u>Up To</u>	Percentage of Applicable Rate
8'6"	9'	115
9'	10'	125
10'	12'	150
12'	14'	175
14'		250

(Concluded on following page)

For explanation of abbreviations and references, see last page of tariff.

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RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

ITEM 1020 (Concluded)

OVER-DIMENSIONAL SHIPMENTS (Length – Width – Height)

OVER DIMENSION CHARGE: (Concluded)

OVERLENGTH:

<u>Over</u>	<u>Up To</u>	Percentage of Applicable Rate
45'	50'	115
50'	55'	125
55'	60'	150
60'	65'	175
65'		250

When the shipment or portion thereof, is over width, over height, and over length, and falls into two or more of the above categories, the highest charge of the three shall apply.

- (a) On over-dimensional shipments, the permit charge per Item 1030 and Item 1040 or the actual cost by the state or municipal authorities, whichever is higher, shall apply to the point of origin, or to the stop off(s) or to final destination by each state or municipal authorities. Shipments moving under special permits required by state or municipal authorities, which permits specify the route to be traveled, the mileage will be computed via the route of movement.
 - (b) Truckload minimum on over-dimensional shipments should not be less than 30,000 pounds.

For explanation of abbreviations and references, see last page of tariff.

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SECTION 1000 RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

ITEM 1030

PERMITS OVERDIMENSIONAL - SPECIAL (See NOTES A and B)
(OVERDIMENSIONAL - Length, Width or Height - See below)
(OVERWEIGHT - See Item 1050)

When a single Special Permit and/or Bond is required by appropriate regulations of any city, county, state or municipal agency and Carrier obtains such special permit and/or bond to perform the transportation service, the cost per state is that as shown below or actual cost of the permit, whichever is greater. Any additional permit required by any city, county, state or municipal agency will be billed at actual cost, plus administration fees in securing such permit, and Overweight Shipments are subject to the additional permits fees as published in ITEM 1050; these charges shall be assessed in addition to all other tariff charges.

OVER DIMENSIONAL - Length, Width or Height - PER STATE PERMIT CHARGE

STATE	CHARGE	STATE	CHARGE	STATE	CHARGE	STATE	CHARGE	STATE	CHARGE
AB	\$95.00	IA	\$52.00	MN	\$52.00	NS	\$95.00	SD	\$52.00
AL	\$52.00	ID	\$52.00	MO	\$52.00	NV	\$52.00	SK	\$95.00
AR	\$52.00	IL	\$52.00	MS	\$52.00	NY	\$57.00	TN	\$57.00
AZ	\$52.00	IN	\$52.00	MT	\$52.00	ОН	\$92.00	TX	\$77.50
BC	\$95.00	KS	\$52.00	NB	\$95.00	OK	\$59.00	UT	\$77.00
CA	\$52.00	KY	\$77.00	NC	\$57.00	ON	\$95.00	VA	\$52.00
CO	\$52.00	LA	\$52.00	ND	\$52.00	OR	\$52.00	VT	\$52.00
CT	\$52.00	MA*	\$97.00	NE	\$52.00	PA	\$54.00	WA	\$52.00
DC	\$98.00	MB	\$95.00	NF	\$95.00	PE	\$95.00	WI	\$52.00
DE	\$52.00	MD	\$62.00	NH	\$52.00	QC	\$95.00	WV	\$52.00
FL	\$52.00	ME	\$52.00	NJ	\$52.00	RI	\$52.00	WY	\$52.00
GA	\$52.00	MI	\$67.00	NM	\$52.00	SC	\$52.00		

• Note: MA 15 Ft. and wider permit \$395.00

NOTE A - ALL STATES ARE SUBJECT TO CITY AND COUNTY PERMITS WITHOUT NOTICE NOTE B - Canadian Provinces may require city and county permits at their discretion.

For explanation of abbreviations and references, see last page of tariff.

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SECTION 1000 RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

(change) ITEM 1040

PERMITS OVERDIMENSIONAL - SPECIAL (See NOTES A and B)
(OVERDIMENSIONAL - Length, Width or Height - See below)
(OVERWEIGHT - See Item 1050)

When a single Special Permit and/or Bond is required by appropriate regulations of any city, county, state or municipal agency and Carrier obtains such special permit and/or bond to perform the transportation service, the cost per state is that as shown below or actual cost of the permit, whichever is greater. Any additional permit required by any city, county, state or municipal agency will be billed at actual cost, plus administration fees in securing such permit, and Overweight Shipments are subject to the additional permits fees as published in ITEM 1050; these charges shall be assessed in addition to all other tariff charges.

OVER DIMENSIONAL – Length, Width or Height PER PERMIT CHARGE FOR A COUNTY and/or A CITY PERMIT

State	City/County	Charge	State	City/County	Charge
ΑZ	Phoenix	\$52.00	NY	Sullivan	\$52.00
CA	All Cities and Counties	\$52.00 each	OK	Broken Arrow	\$75.00
DC	City of DC	\$98.00	PA	Philadelphia	\$98.00
IL	Chicago	\$65.00	TX	Beaumont	\$98.00
IL	Cook County	\$98.00	VA	Chesapeake	\$98.00
IL	Wayne County	\$50.00	VA	Franklin	\$98.00
IL	Winnebago County	\$152.00	VA	Hampton	\$98.00
IN	Washtenaw	\$50.00	VA	Newport News	\$98.00
LA	New Orleans	\$92.00	VA	Norfolk	\$98.00
MD	Baltimore	\$77.00	VA	Portsmouth	\$98.00
MI	Detroit	\$223.00	VA	Suffolk	\$98.00
MI	McComb	\$71.00	VA	Suffolk County	\$98.00
MI	Wayne County	\$52.00	VA	Virginia Beach	\$98.00
NM	Albuquerque	\$52.00	WA	Seattle	\$52.00
NY	New York City	\$87.00	WI	Milwaukee	\$320.00

NOTE A - ALL STATES ARE SUBJECT TO CITY AND COUNTY PERMITS WITHOUT NOTICE NOTE B - Canadian Provinces may require city and county permits at their discretion.

For explanation of abbreviations and references, see last page of tariff.

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SECTION 1000 RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

(change) ITEM 1050

PERMITS OVERWEIGHT SHIPMENTS (See NOTES A, B, C, D, E, F, G and H)

Any shipments which requires an overweight permit shall be assessed in addition to all other applicable charges, an excess weight charge for each state transported from, to, or through as shown in this item:

			- , ,							
ST	OVER WEIGHT PER VEHICLE USED	ST	OVER WEIGHT PER VEHICLE USED							
AL	\$50.00 up to 115M Gross \$85.00 over 115M up to 125M Gross \$135.00 over 125M up to 150M Gross	ID	\$65.00 up to 110M Gross \$70.00 over 110M up to 120M Gross \$140.00 over 120M							
	\$165.00 over 150M Gross	IL	\$50.00 plus 6 cents per ton mile	on						
	\$50.00 plus a charge per ton, or		weight in excess of 80M Gross							
	fraction thereof, for weight in excess		\$65.00 plus a charge in cents per	mile:						
	of 80M Gross		35 cents 80M to 108M Gross							
AR	0 - 100 miles \$8.00	IN	60 cents 108M to 120M Gross							
	101 - 150 miles\$10.00		60 cents plus \$40 120M to 150M 100 cents plus \$40 150M to 2001							
	151 - 200 miles . \$12.00	KS	\$50.00							
	201 - 250 miles . \$14.00	KY	\$92.00							
	over 250 miles \$16.00	LA	Charge in dollars per Truck Used							
AZ	\$85.00		Gross							
CA	\$175.00		Weight	Weight Distance (in miles)						
	\$50.00 up to 118M Gross		(In Pounds) NOT OVER OVER					OVER		
CO	\$85.00 over 118M up to 140M Gross	LA	to 100M	50	100	150	200	over 200		
	\$125.00 over 140M Gross		over 100M to 108M	65	80	100	115	135		
CT			over 108M to 120M	85	130	170	215	255		
CI	\$50.00	_	0vei 108Wi to 120Wi	65	150	170	213	233		

For explanation of abbreviations and references, see last page of tariff.

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ICC BHAV 101-C

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DE	\$50.00 plus \$5,00 per each 8M, or		over 132M to 152M	125	205	285	365	450			
	fraction thereof over 80M Gross		over 152M to 172M	155	260	370	480	570			
FL	See Item 1070		over 172M to 192M	190	330	475	620	765			
	\$50.00 up to 150M Gross		over 192M to 212M	225	400	580	760	940			
GA	\$175.00 over 150M up to 180M Gross		over 212M up to 254M - \$65.00 plus 30 cents per ton mile	260	470	685	900	1115			
	\$565.00 over 180M Gross		of weight in excess of 80M plus	a fee for s	structura	l evaluati	ion				
IA	\$65.00		over 254M - \$65.00 plus 50 cents per ton mile of weight in excess of 80M plus a fee for structural evaluation (See NOTE E)								

(Continued on following page)

For explanation of abbreviations and references, see last page of tariff.

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${\tt SECTION~1000} \\ {\tt RATES~BY~EQUIPMENT~\&~COMMODITY~(INTRASTATE~AND~INTERSTATE)} \\$

(change) ITEM 1050(Continued)

PERMITS OVERWEIGHT SHIPMENTS (See NOTES A, B, C, D, E, F, G and H)

Any shipments which requires an overweight permit shall be assessed in addition to all other applicable charges, an excess weight charge for each state transported from, to, or through as shown in this item:

ST	OVER WEIGHT PER VEHICLE USED	ST	OVER WEIGHT PER VEHICLE USED
MA	\$65.00	МО	\$50.00 plus \$15.00 for each 10M or
	up to 120M Gross - \$55.00 plus \$8.00 per ton or fraction	WIO	Fraction thereof over 80M Gross
	thereof over 80M Gross	MS	\$50.00 plus 5 cents per mile for each
	120M to 150M Gross - On Interstate Highways		1,000 lbs or fraction thereof in excess of 80M Gross
	\$8.00 per ton over 80M Gross		\$50.00 plus \$4.00 per 5M or fraction
) MD	over 150M Engineering Survey fee required, plus \$8.00 per	MT	thereof over 80M Gross, per 25 mile increments or fraction thereof.
MD	ton over 80M Gross over 120M off Interstate Highway	NC	\$55.00 (See NOTE F)
	Engineering Survey fee required, plus \$8.00 per ton over 80M Gross (NOTE Loads Delivering or Picked Up in Baltimore require a Baltimore City Permit)	ND	\$50.00 plus \$5.00 per ton in excess of 80M Gross
ME	\$175.00	NE	\$65.00
MI	\$97.00		
	\$50.00 plus a charge in cents per mile:		\$50.00 - up to 105M Gross
	30 cents 100M Gross	NH	\$84.00 - over 115M up to 120M Gross
	35 cents over 100M to 105M Gross		\$94.00 - over 120M, plus \$2.00 per
MN	40 cents over 105M to 115M Gross		1M over 120M Gross
	45 cents over 115M to 120M Gross		\$50.00 - up to 100M Gross
	50 cents over 120M to 125M Gross		\$75.00 - over 100M up to 105M Gross
	55 cents over 125M to 135M Gross	NJ	\$85.00 - over 105M up to 110M Gross
	60 cents over 135M to 145M Gross		\$135.00 - over 110M up to 115M Gross
	85 cents over 145M Gross		\$205.00 - over 115M Gross

(Continued on following page)

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

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SECTION 1000 RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

(change) ITEM 1050(Continued)

PERMITS OVERWEIGHT SHIPMENTS (See NOTES A, B, C, D, E, F, G and H)

Any shipments which requires an overweight permit shall be assessed in addition to all other applicable charges, an excess weight charge for each state transported from, to, or through as shown in this item:

ST	OVER WEIGH	T PER VEHI	CLE USED	ST	OVER WEIGHT PER VEHICLE USED
				b-PA	\$54.00 up to 80,000# and less than 14 ft. wide \$123.00 up to 80,000# and greater than 14 ft. wide
				SC	\$50.00 (See NOTE G)
NM	\$50.00 plus 3 cents per ton mile on weight in excess of 86M Gross			\$50.00 plus 2 cents per ton mile on weight in excess of 80M Gross	
NV	\$50.00		SD	\$65.00 plus 4 cents per ton mile on weight in excess	
NY	\$80.00			of 80M Gross on shipments requiring 8 axles or	
ОН	\$88.00 plus .06	\$88.00 plus .06 ton a mile over 80,000			more
	\$50.00 plus \$5.00 per 1M, or fraction			TN	\$59.40 plus 5 cents per ton mile on weight in excess of 80M Gross
OK	thereof over 80M Gross. Shipments				
	16' wide or mor	re are subject	to an		\$275 - up to 120M Gross
	additional charge of \$275.00		TX	\$340- over 120M to 160M Gross	
	Gross Weight	less than	Over		\$415- over 160M to 200M Gross
	not over	150 miles	150 miles		\$490- over 200M to 250M Gross
	105M	\$55.00	\$65.00	UT	\$50.00 up to 125M Gross
OR	115M	\$70.00	\$105.00		Over 125M See Item 1060 for Charges
	125M	\$75.00	\$120.00	VA	\$50.00 plus \$4.00 Structure Fee and overweight stated below on addendum.
	145M	\$98.00	\$180.00		Minimum Charge of \$50.00
	over 145M	\$110.00	\$210.00		

(Continued on following page)

b – The city of Philadelphia, PA requires a permit is at \$84.00 for up to 200,999 lbs gross, over 200,999 lbs gross a permit is at \$220.00 plus \$0.04 per ton mile.

For explanation of abbreviations and references, see last page of tariff.

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SECTION 1000 RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

(change) ITEM 1050(Continued)

PERMITS OVERWEIGHT SHIPMENTS (See NOTES A, B, C, D, E, F, G and H)

Any shipments which requires an overweight permit shall be assessed in addition to all other applicable charges, an excess weight charge for each state transported from, to, or through as shown in this item:

ST	OVER WEIGHT PER VEHICLE USED	ST	OVER WEIGHT PER VEHICLE USED	
VT	\$50.00 Shipments 100' L x 15' W x 14' H or Larger permit charge will be \$450.00	WV	\$50.00 plus 4 cents per ton mile or fraction thereof in excess of 80M Gross	
WA	\$50.00 plus a charge in cents per mile: 21 cents up to 100M Gross 35 cents over 100M up to 105M Gross 49 cents over 105M up to 110M Gross 63 cents over 110M up to 115M Gross 84 cents over 115M up to 120M Gross 105 cents over 120M up to 130M Gross 126 cents over 130M up to 140M Gross 147 cents over 140M up to 145M Gross 165 cents over 145M up to 160M Gross 203 cents over 160M up to 170M Gross	WI	50 - up to 100M Gross 70.00 - over 100M up to 110M Gross 80.00 - over 110M up to 120M Gross 90.00 - over 120M up to 130M Gross 100.00 - over 130M up to 150M Gross 110.00 - over 150M up to 160M Gross 120.00 - over 160M up to 165M Gross 120.00 - over 165M Gross plus \$12.00 per 10M or fraction thereof over 165M Gross	
	238 cents over 170M up to 180M Gross 280 cents over 180M up to 200M Gross 290 cents over 200M up to 210M Gross 300 cents over 210M Gross		\$50.00 plus 6 cents per ton mile on weight in excess of 80M Gros on shipments requiring up to 7 axles. Shipments requiring more th 7 axles will be charged on weight in excess of 100M total gross. In addition to these charges, tractor & trailer exceeding 75' in length 15' feet in height or width will be subject to an additional charge of cents per mile per foot or fraction thereof over these dimensions.	

- NOTE A (1) Per Ton mile means 2M of freight transported for one mile.
 - (2) Per ton means a weight of 2M
 - (3) When computing charges per ton, weights resulting in a fraction of a ton will be computed at the next higher ton.

NOTE B – Charges provided "per mile", "per ton mile", or "per mile traveled", shall be assessed only on one-way distance through the states traveled and such distance shall be computed via the routes specified in this permit. NOTE C – A truckload shipment which requires an overnight permit and which also is subject to Item 1030 (Over Dimension Length, Width and/or Height) will be subject to this item when charge computed from Item 1030 (Over Dimension – Length, Width and/or Height – Permit). When the amount charge by a state for an overweight permit exceeds the amount specified in this item, the actual cost of the permit will apply.

NOTE D – Provisions of this NOTE Canceled see item 1785

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

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(Concluded on following page)

SECTION 1000

RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

(change) ITEM 1050(Concluded)

PERMITS OVERWEIGHT SHIPMENTS (See NOTES A, B, C, D, E, F, G and H)

NOTE E—The Structural Evaluation Fee for the state of LA shall be charged per structure as follows:

\$ 400 – treated lumber, concrete slab, and precast concrete slab bridges

\$1000 - truss, continuous span, and moveable bridges and for all Mississippi River Bridges

\$1000 – all other structures

NOTE F—If over 132,000 lbs. in NC permit charges listed below:

Fee: \$100.00 application fee.

\$12.00 for over width

\$12.00 for over length

\$12.00 for over width

\$12.00 for over weight

\$3.00 per 1,000 lbs over 132,000 lbs.

NOTE G – If over 130,000 lbs in SC permit charge listed below:

Fee: \$100.00 application fee

\$30.00 permit charge

\$3.00 per 1,000 over 130,000 lbs.

NOTE H – Gross Weight defined – as the weight of all components making up a shipment, trailer, tractor, axles, product, riggers, dunnage, etc...

STATE OF MARYLAND PERMIT FEES

90,000 LBS.	45 TONS	\$ 30.00
92,000 LBS.	46 TONS	\$ 35.00
94,000 LBS.	47 TONS	\$ 40.00
96,000 LBS.	48 TONS	\$ 45.00

For explanation of abbreviations and references, see last page of tariff.

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98,000 LBS.	49 TONS	\$ 50.00	
100,000LBS.	50 TONS	\$ 55.00	
102,000LBS.	51 TONS	\$ 60.00	
104,000LBS.	52 TONS	\$ 65.00	
106,000LBS.	53 TONS	\$ 70.00	
108,000LBS.	54 TONS	\$ 75.00	
110,000LBS.	55 TONS	\$ 80.00	
112,000LBS.	56 TONS	\$ 85.00	
114,000LBS.	57 TONS	\$ 90.00	
116,000LBS.	58 TONS	\$ 95.00	
118,000LBS.	59 TONS	\$100.00	
120,000LBS.	60 TONS	\$105.00	
122,000LBS.	61 TONS	\$110.00	
124,000LBS.	62 TONS	\$115.00	
126,000LBS.	63 TONS	\$120.00	
128,000LBS.	64 TONS	\$125.00	
130,000LBS.	65 TONS	\$130.00	
132,000LBS.	66 TONS	\$135.00	
134,000LBS.	67 TONS	\$140.00	
136,000LBS.	68 TONS	\$145.00	
138,000LBS.	69 TONS	\$150.00	
140,000LBS.	70 TONS	\$155.00	
142,000LBS.	71 TONS	\$160.00	
144,000LBS.	72 TONS	\$165.00	
146,000LBS.	73 TONS	\$170.00	
148,000LBS.	74 TONS	\$175.00	
150,000LBS.	75 TONS	\$180.00	

For explanation of abbreviations and references, see last page of tariff.

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VA Addendum Below:

Single-Trip Hauling Permits

	Current	Fees	Recomn Addition		Sample Total Fees (Based on a 180-mile round trip)	
Vehicle Gross Weight	Administrative Charge (DMV)	Temporary Registration (DMV)	Per-Mile Fee For Damage (VDOT)	Flat Fee For Damage (VDOT)	Current Fees Only	Current Fees Plus Additional Fees
115,000 lbs or less, non- superload	\$20	\$0.10/mile	\$0.20/mile	\$0	\$38	\$74
115,000 lbs or less, superload	\$30	\$0.10/mile	\$0.20/mile	\$0	\$48	\$84
115,001 to 150,000 lbs	\$30	\$0.10/mile	\$0.20/mile	\$50	\$48	\$134
150,001 to 200,000 lbs	\$30	\$0.10/mile	\$0.20/mile	\$160	\$48	\$244
200,001 to 500,000 lbs	\$30	\$0.10/mile	\$0.20/mile	\$250	\$48	\$334
500,001 lbs or more	\$30	\$0.10/mile	\$0.20/mile	\$1,420	\$48	\$1,504

Overload Permits

Eliminate permits authorizing one percent, two percent, three percent, and four percent overloads and change fee for the five percent overload permit from \$200 to \$250.

For explanation of abbreviations and references, see last page of tariff.

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SECTION 1000 RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

ITEM 1060

UTAH – OVERWEIGHT IN EXCESS OF 125,000 LBS.

NON – DIVISIBLE FEE TABLE 125,000 POUNDS PLUS

							MILE	S					
Weight	50	100	150	200	250	300	350	400	450	500	550	600	650
125,000	\$65	\$65	\$70	\$90	\$110	\$140	\$160	\$180	\$200	\$230	\$250	\$270	\$290
150,000	\$65	\$70	\$110	\$140	\$180	\$210	\$250	\$280	\$320	\$350	\$390	\$420	\$450
175,000	\$65	\$100	\$140	\$190	\$240	\$290	\$330	\$380	\$430	\$450	\$450	\$450	
200,000	\$65	\$120	\$150	\$240	\$300	\$360	\$420	\$450	\$450				
225,000	\$70	\$150	\$220	\$290	\$360	\$440	\$450						
250,000	\$90	\$170	\$260	\$340	\$430	\$450							
275,000	\$100	\$200	\$290	\$390	\$450								
300,000	\$110	\$220	\$330	\$440									
325,000	\$120	\$250	\$370	\$450									
350,000	\$140	\$270	\$410										
375,000	\$150	\$300	\$440										
400,000	\$160	\$320	\$450										
425,000	\$170	\$350											
450,000	\$190	\$340											
475,000	\$200	\$400											
500,000	\$210	\$420											
525,000	\$220	\$450											
550,000	\$240												
575,000	\$250												
600,000	\$260												
625,000	\$270												
650,000	\$290												
675,000	\$300												
700,000	\$310												
725,000	\$320												
750,000	\$340												
775,000	\$350												
800,000	\$360												
825,000	\$370												
850,000	\$390												
875,000	\$400												
900,000	\$410												
925,000	\$420												
950,000	\$440												
975,000	\$450												

For explanation of abbreviations and references, see last page of tariff.

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SECTION 1000 RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

ITEM 1070

STATE OF FLORIDA - OVERWEIGHT

Department of Transportation Single Trip Permit Fee by Weight Class and Trip Length Weight Class

Miles	95,000	112,000	122,000	132,000	142,000	152,000	162,000	172,000
25	\$11	\$12	\$13	\$13	\$14	\$15	\$16	\$17
50	\$17	\$20	\$22	\$23	\$25	\$26	\$27	\$29
75	\$24	\$28	\$31	\$32	\$35	\$38	\$39	\$42
100	\$31	\$36	\$40	\$42	\$46	\$49	\$51	\$55
125	\$38	\$44	\$49	\$51	\$56	\$60	\$63	\$68
150	\$44	\$52	\$58	\$61	\$67	\$71	\$74	\$80
175	\$51	\$60	\$67	\$70	\$77	\$83	\$86	\$93
200	\$58	\$68	\$76	\$80	\$88	\$94	\$98	\$106
225	\$65	\$76	\$85	\$89	\$98	\$105	\$110	\$119
250	\$71	\$84	\$94	\$99	\$109	\$116	\$121	\$131
275	\$78	\$92	\$103	\$108	\$119	\$128	\$133	\$144
300	\$85	\$100	\$112	\$118	\$130	\$139	\$145	\$157
325	\$92	\$108	\$121	\$127	\$140	\$150	\$157	\$170
350	\$98	\$116	\$130	\$137	\$151	\$161	\$168	\$182
375	\$105	\$124	\$139	\$146	\$161	\$173	\$180	\$195
400	\$112	\$132	\$148	\$156	\$172	\$184	\$192	\$208
425	\$119	\$140	\$157	\$165	\$182	\$195	\$204	\$221
450	\$125	\$148	\$166	\$175	\$193	\$206	\$215	\$233
475	\$132	\$156	\$175	\$184	\$203	\$218	\$227	\$246
500	\$139	\$164	\$184	\$194	\$214	\$229	\$239	\$259
525	\$146	\$172	\$193	\$203	\$224	\$240	\$251	\$272
550	\$152	\$180	\$202	\$213	\$235	\$251	\$262	\$284
575	\$159	\$188	\$211	\$222	\$245	\$263	\$274	\$297
600	\$166	\$196	\$220	\$232	\$256	\$274	\$286	\$310
625	\$173	\$204	\$229	\$241	\$266	\$285	\$298	\$323
650	\$179	\$212	\$238	\$251	\$277	\$296	\$309	\$335

NOTE: Fee rounded up to next whole dollar	TRIP PERMIT	MULTI-TRIP				
(1) OVERDIMENSION	5 Days	12 Months				
(a) *Straight Trucks and Semi-truck-tractor-trailer						
Up to 12 Feet Wide, or up to 13 Feet 6 Inches High or up to 85 Feet Long	\$5.00	\$20.00				
Up to 14 Feet Wide, or up to 14 Feet 6 Inches High or up to 95 Feet Long	\$15.00	\$150.00				
Up to 14 Feet Wide, or up to 18 Feet High or up to 120 Feet Long	\$25.00	\$250.00				
Over 14 Feet Wide, or over 18 Feet High or over 120 Feet Long	\$25.00	NOT ISSUED				
(b) Qualifying Semi-trailers of Legal Width, Height and Weight, Which						
Exceed 53 feet in Length (Movement Allowed All Days and All Hours)	\$10.00	\$30.00				
(c) Overlength Semi-trailer with Greater than 41 Feet Kingpin Setting (Legal						
Width, Height and Weight)	\$10.00	\$30.00				
* - SPECIFIED ROUTES ONLY - When applicable, the specified routes shall be on the permit						

For explanation of abbreviations and references, see last page of tariff.

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RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

ITEM 1080

PERMITS, SPECIAL - EXPLOSIVE SHIPMENTS

- (1) When state laws make necessary the obtaining of weight or size permits or escort service, the provisions named in Items 700, 1020 and 1030 will apply.
- (2) When county or municipal laws make necessary the obtaining of permits or escort service not covered in (1) above, the actual cost of same plus 15% will be assessed, except as provided in (4) below, in addition to all other applicable charges.
- (3) When any excess mileage is caused by state or municipal laws, charges will be assessed at the applicable rate, including excess miles.
- (4) The following escort charges will apply on all shipments of explosives, Classes A, B, or C

 New Orleans, LA
 \$190.00

 New York, NY (Item 1560)
 \$250.00

 Philadelphia, PA
 \$250.00

(5) Shipments of Class A, B, or C explosives originating at or destined to Wilmington, NC are subject to a charge of \$230.00.

ITEM 1090

PERMITS ORDERED IN ADVANCE OF MOVEMENT

When a Carrier is requested to furnish equipment at a designated point, and based on information supplied by the party ordering such equipment, the shipment will require special permits from State, County or Municipal Regulatory Bodies for the movement thereof, such permits may at the option of the Carrier, be purchased in advance of the movement and purchased on the basis of information supplied by the party ordering such equipment, subject to the following provisions:

- (a) If after arrival of Carrier's equipment at the place designated by the Shipper, Shipper fails to tender a shipment (through no fault of the Carrier), Carrier will charge the Shipper the total amount of such permits purchased, plus \$20.00 for each separate permit purchased to cover the cost of procuring such permits. Such charges will be in addition to all other applicable tariff charges.
- (b) If after arrival of Carrier's equipment at the place of loading, it is discovered that the shipment does not require special permits (through no fault of the Carrier), permits purchased on the basis of information supplied will be charged to the party paying the freight charges plus \$20.00 for each permit purchased to cover the cost of securing the permit. Such charges will be in addition to all over applicable tariff charges.
- (c) If after arrival of the Carrier's equipment at the place of loading, it is discovered that the weight and/or dimensions and/or originally scheduled destination or other information pertinent to the purchase of permits is not in accordance with information supplied in advance of the movement (through no fault of the Carrier) and permits must be reordered and/or revised, Carrier will charge the amount and/or additional amount of each permit, plus \$20.00 for each revised permit and/or each additional permit purchased. Such charges will be in addition to all other applicable tariff charges.

For explanation of abbreviations and references, see last page of tariff.

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ISSUED BY:

RATES BY EQUIPMENT & COMMODITY (INTRASTATE AND INTERSTATE)

(change) ITEM 1100

SPECIAL HAULING PERMIT RESTRICTIONS OR SPECIAL REQUEST -SHIPMENTS DELAYED OR HELD DUE TO PERMIT RESTRICTIONS

Except as otherwise provided herein, whenever carrier is requested or required to supply equipment for transportation of shipments of unusual size or weight which require special hauling permits and such permits
forbid or restrict the movement of carrier's vehicle on Saturdays, Sundays or holidays, each vehicle stopped or held in compliance with such permit restrictions shall be subject to the following charges:
(1) Loaded trailers
For the purpose of this rule, a day shall be any period of 24 hours. All charges provided in this rule shall be in addition to all other applicable charges.
For explanation of abbreviations and references, see last page of tariff

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ISSUED BY:

FUEL SURCHARGE

(change) ITEM 1220

FUEL SURCHARGE

All shipments shall be subject to a fuel surcharge, in addition to all other rates and charges, calculated by multiplying the billed mileage by the surcharge percentage shown below:

Fuel Price Ind	ex (NOTE A) in Cents per Gallon	Surcharge Percent
000.0- 169.9		0.0%
170.0 - 174.9		3.0%
175.0 - 179.9		3.5%
180.0 - 184.9		4.0%
185.0 - 189.9		4.5%
190.0 - 194.9		5.0%
195.0 - 199.9		5.5%
200.0 - 204.9		6.0%
205.0 and ove	r	6.0% plus 0.5% for each 5¢ (or
		Fraction thereof) that the index
		Exceeds 200.0 cents per gallon

This surcharge shall also apply on all miles billed under:

- Equipment Ordered but not used
- Excess Mileage Charges
- Redelivery Service
- Refused or Rejected Shipments
- Movement of empty Equipment
- All Chargeable Deadhead and Bobtail Miles

The Fuel Surcharge shall be shown as a separate entry (not part of the rate) on the freight bill.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1420

ADMINISTRATIVE FEE

At customer request, carrier will provide one (1) copy each of the bill of lading and proof of delivery. Customers requiring additional attachments will be charged an administrative fee of \$25.00 per freight bill.

(change) ITEM 1430

BORDER CROSSING CANADA CHARGE

On shipments originating or destined to Canada a charge \$250.00 per load will apply in additional to all other applicable charges.

Shipments originating more than 100 miles from the U.S. Border crossing point will be subject to a charge of \$1.50 per mile for all miles in excess of the 100 miles from the U.S. border to the loading point.

Shipments destined to points outside of the boarders of the United States shall be subject to a charge of \$1.50 per mile for all miles from the furthest destination point back to the U.S. border crossing point.

Shipments crossing a bridge moving between Canada and the United States will be subject to an additional charge of \$150.00 per shipment to cover the cost of bridge crossing.

(change) ITEM 1440

BORDER CROSSING MEXICO CHARGE

Shipments originating in, or destined to, Mexico are subject to the following arbitrary charges:

Trailer Charge \$300.00 per flatbed, drop-frame, or van trailer

Chains & Binders \$25.00 each OverPack Drum \$100.00 each Straps & Winches \$20.00 each

Forty -eight (48) hours free time will be allowed for customs clearance at the US-Mexican Border crossing point. Trailers detained beyond this time will be assessed the following charges for each day or fraction thereof beyond the free time:

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1460

CONTROL AND EXCLUSIVE USE OF VEHICLE

The term "vehicle" or "freight carrying vehicle", as used in this Item, means a truck or semi-trailer, but not a truck and trailer combination.

SECTION 1 CONTROL OF VEHICLE

Except as provided in Section 2 of this Item, no shipment is entitled to the Exclusive Use of the vehicle to which it is to be transported. The Carrier has control of the vehicle and the unrestricted right to:

- (a) Select the vehicle or vehicles for the transportation of a shipment.
- (b) Transfer the shipment to other vehicles.
- (c) To load other freight in the same vehicle with any shipment.

SECTION 2

EXCLUSIVE USE OF VEHICLE

Upon demand by the Consignor or Consignee or third party, if responsible for payment of freight charges, the Exclusive Use of freight carrying vehicle will be assigned to the transportation of a shipment, subject to the following conditions:

- (a) Only one freight carrying vehicle per shipment will be furnished. If freight is tendered in a quantity which will exceed the loading limits of the vehicle furnished, the excess will be made into a second shipment requiring a second Bill of Lading. In such instances, unless a demand for the Exclusive Use of another vehicle is made the second shipment will be transported under the provisions of Section 1 in this Item.
- (b) The order must be given in writing, attached and referred to, or inserted on the Bill of Lading and Shipping Order, in substantially the following form:

Exclusive Us	se of venicle d	iemanaea.	
Seal number	(if any)	applied.	
Charges are	agreed to and	will be paid or	
guaranteed by	<i>I</i>		
	Cianat	1180	

- (c) The vehicle will be devoted exclusively to the transportation of the shipment, without transfer of lading and without breaking of seals, if any have been applied, except in cases of emergency, when the shipment is given the Exclusive Use of the vehicle to which it is transferred. Stopping in transit for partial loading or unloading will not be permitted on shipments moving under provisions of Section 2 of this Item.
- (d) The Consignor may not execute the non-recourse stipulation on the Bill of Lading and, to this extent, Section 7 of the Contract Terms and Conditions of the Bill of Lading will not apply.
- (e) Charges on shipments moving under the provisions of Section 2 of this Item shall be computed at 125% of the applicable truckload rate and truckload minimum weight, or when rate is stated in cents per mile.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

(change) ITEM 1470

CUSTOMS OR IN BOND FREIGHT (NOTES A)

IN-BOND Shipments are subject to the following provisions and charges:

- (a) Shipments must be tendered on uniform straight bills of lading. The words 'IN-BOND' must be stamped, typed or written on all such bills of lading and shipping orders immediately before the name of the Consignee. The words 'IN-BOND' must be stamped, typed or written in the body of such bills of lading and shipping orders.
- (b) Each package must be plainly marked, labeled or tagged by the Consignor to show 'IN-BOND'.
- (c) Shipments moving under Customs Bond will be subject to a charge of \$200.00 per vehicle used to transport the shipment. The charge is to cover special handling, which charge will be in addition to all other lawful charges.
 - (a) Line haul charges on shipments requiring customs clearance at a point other than the final destination will be assessed on the basis of the following:

DISTANCE RATES - The rates to apply when distance commodity rates are used is the rate applicable for the total distance from origin to final destination via the clearance point.

RATES OTHER THAN DISTANCE RATES - The rate to apply when rates other than distance rates are used is the rate from the point of origin to destination or from or to a point at which the shipment is stopped for customs clearance, whichever produces the greatest charge. In addition, if the distance from origin to final destination via the customs clearance point exceeds 110% of the short-line mileage, rates other than distance rates will not apply.

NOTE A - LTL rates and Stop-In-Transit privileges will not apply on shipments moving under Customs Bond.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1480

EQUIPMENT- EMPTY MOVEMENT OF EQUIPMENT (See NOTE B)

A Shipper specifically requests to deadhead equipment immediately to a point of pickup. All deadhead miles traveled from point of dispatch to point of origin will be charge per (NOTE A) per number of axles per vehicle. Charges for deadhead miles shall be approved in advance by Shipper. For any Carrier equipment requiring to be permitted for empty movement, Shipper shall also be accessed the permit costs incurred per Item 340 or actual cost, whichever is greater.

NOTE A --

Axles	To	Description	Rate Per Deadhead Mile	Minimum Charge
0	5	Axles (Tractor and Trailer combination)	1.50	\$ 750.00
6	7	Axles (Tractor and Trailer combination)	1.85	\$ 900.00
8	9	Axles (Tractor and Trailer combination)	2.15	\$ 1,000.00
10	10	Axles (Tractor and Trailer combination)	2.45	\$ 1,500.00
11	12	Axles (Tractor and Trailer combination)	2.80	\$ 2,000.00
13	13	Axles (Tractor and Trailer combination)	3.25	\$ 2,500.00
14	and Over	Axles (Tractor and Trailer combination)	3.70	\$ 5,500.00

NOTE B – If the equipment is not used, subject to the additional charges published in Item 1790.

ITEM 1490

EXPEDITED SERVICE

When Expedited Service is requested or required by means of a written Bill of Lading annotation such as "Expedited Service Requested", the following charges will apply:

- (a) Charges on shipments moving under the provisions of this Item shall be computed at 150% of the applicable truckload rate and truckload minimum weight, or when rate is stated in cents per mile, applicable via route of movement.
- (b) When the request to perform Expedited Service includes the service of an extra driver, a charge of 50 cents per loaded mile will apply in addition to all other applicable charges; including paragraph (a). The request for the services of extra driver(s) must be given to the Carrier in writing or noted on Bill of Lading.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

(change) ITEM 1500

EXTRA DRIVER (See NOTES A and B)

When requested by Shipper or Consignee and so indicated on Bill of Lading or in other writing, an Extra Driver will be furnished on shipments moving 500 miles or more for an additional charge of fifty (50) cents per mile. Such charge shall apply in addition to the transportation and all other applicable charges and is to be assessed on the basis of the mileage applicable from origin to destination on the shipment involved. When an Extra Driver is requested, charges on the shipment involved shall be assessed on the basis of the applicable rate, subject to a minimum weight of not less than 24,000 pounds for each vehicle used.

Request for an extra driver may be shown on the bill of lading or shipping instructions and the provisions of this item are applicable only in those instances in which an extra driver is requested and furnished.

When two drivers are requested on any overweight or over dimensional shipment for which the travel hours are restricted by federal or state law, the following additional charge will apply per vehicle: \$550.00 per 24 hour day, or fraction thereof, starting with the hour the vehicle has to stop the first day and ending with the delivery of the shipment.

NOTE A - When an extra driver is requested by the Shipper or Consignee, the provisions of this Item and the charges provided herein are applicable when the Carrier operates the transporting vehicle from origin to destination with two drivers or when the Carrier operates the transporting vehicle, through the substitution, addition, and/or relief of drivers, from the origin to destination in substantially the same service as could have been performed by two drivers regardless of whether two drivers are or are not on the transporting vehicle for the entire movement, origin to destination.

NOTE B - When the bill of lading contains wording that the shipment will be kept under visible surveillance at all times or has instructions that the cargo 'shall not be left unattended' (prior to delivery) the extra driver charge shall be \$1.00 per mile.

ITEM 1510

FERRY CHARGES

When a ferry is required to effect pick-up or delivery of a shipment, the Carrier will pay the ferry charge incurred in ferrying its vehicle in both the loaded and empty movement. Such charges shall be in addition to the charges otherwise provided in this tariff and shall be collected from the Shipper or party requesting movement of the shipment. Evidence of payment shall be furnished to the Shipper or party requesting movement of the shipment upon request, subject to the provisions of **Item 2320**.

(change) ITEM 1520

GPS OR IVMS FEE

Certain of Carrier's trucks have GPS or IVMS tracking systems. This is an additional safety and reporting tool for Shippers. A **minimum** charge of \$125.00 will be assessed on all shipments that involve hazardous commodities, are over dimensional/weight, passenger or otherwise required to have on-board tracking systems by the Shipper or consignee.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1530

HOLIDAY AND OTHER THAN NORMAL BUSINESS HOURS PICKUP OR DELIVERY

Holidays as referred to in this Tariff are: New Year's Day, Good Friday, the Saturday and Sunday following Good Friday, Mother's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Days authorized by the U.S. Congress as holidays will be observed rather than the actual calendar day of the holiday when applicable.

When at shipper or consignee request, pickup or delivery is required on weekends, holidays, or between the hours of 5:00pm and 8:00 am, a charge of \$50.00 per hour, subject to a minimum charge based on truck type: a Hot Shot will be charged of \$150.00 and all other truck types will be \$250.00. This charge shall apply in addition to all other applicable charges.

ITEM 1540

LIMITED LIABILITY FOR DELAYS FOR PICKUP OR DELIVERY

The Limited Liability for Delays for Pickup or Delivery provisions named herein concerning damages claimed due to delays in scheduled pickups and/or deliveries.

- (1) Liability for damages due to delay shall be limited to an amount not to exceed \$200.00 per shipment, unless a guaranteed pickup or delivery time is agreed upon.
- (2) If a guaranteed pickup or delivery time is requested and agreed upon, the agreement must be confirmed in writing by both parties prior to shipment and noted on the Bill of Lading, using language substantially similar to the following:

GUARANTEED ARRIVAL TIME				
Date:				
Time:				
Penalty: \$	/hour			

Penalty charges must be stated in U.S. Dollars per hour and shall be based upon use of equipment of no greater lifting capacity than necessary to load or unload the cargo onto the Carrier's equipment, and not upon equipment of greater lifting capacity.

- (3) An additional charge of \$250.00 per shipment or twenty-five percent (25%) of the total penalty charge specified as provided in paragraph 2 above, whichever is greater, shall be assessed for entering into a commitment to perform under a guaranteed pickup or delivery time.
- (4) In no event shall Carrier assume responsibility for damages attributed to delays due to circumstances beyond Carrier's control such as but not limited to, delays caused by weather conditions, mechanical failure, illness or injury to driver, traffic congestion, highway detours or reroutings, compliance with legal requirements and strikes.
- (5) Notwithstanding anything to the contrary above, in no event shall Carrier be liable for any damage resulting from loss of use, profit, or business, or for any special, indirect, incidental, or consequential damages, whether arising from an action of contract, tort, or other legal theory. Carrier's liability for damages for and cause, whatsoever, and regardless of the form of action (in contract or tort), shall be limited solely to the amount of freight charges of the shipment which is the basis of such claim.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1550

LOADING AND UNLOADING

- (a) Except as otherwise provided, loading of freight on the truck shall be performed by the Shipper, and unloading of the freight from the truck shall be performed by the Consignee.
- (b) When special equipment that is not a part of the trucking equipment operated in the service of the Carrier, such as cranes, hoists or winches, is necessary to perform the loading or unloading service, it shall be supplied by the Consignor or Consignee together with personnel for operation thereof.
- (c) If additional personnel are required for loading or unloading, the additional personnel will be furnished by the Consignor or Consignee. However, Carrier at its option, if requested by Shipper or Consignee, may provide personnel, if available, to perform or assist in the loading or unloading service at a charge of \$50.00 per hour per person, with a minimum of three (3) hours per person per shipment.
- (d) Carrier, for its own convenience, may elect to operate self-propelled vehicles with or without attachments from Shipper's facilities, platform or rail flat cars, to the Carrier's local facility.
- (e) Drivers and helpers are not authorized to perform, direct, control, or assist in any way in the loading and unloading of freight, whether self-propelled or otherwise. Drivers and helpers are authorized only to advise shippers of where to place freight on trailers to achieve legal axle weight distribution. Any actual loading or unloading of freight shall be at the sole direction and control of the shipper or consignee, and in case said driver or helper shall for all purposes be considered a borrowed employee, agent or servant of the shipper or consignee, who shall be solely responsible for the actions of injury to said driver or helper.
- (f) Any damage sustained in the loading or unloading of freight, by the Consignor or Consignee, in or on the Carriers' vehicle, will be the responsibility of the Consignor or Consignee, whichever is applicable.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

(change) ITEM 1560

NEW YORK, NY, LONG ISLAND, NY OR POINTS IN NASSAU AND SUFFOLK COUNTIES, NJ ADDITIONAL SHIPPING CHARGES

Shipments originating at or destined wholly or in part to New York, NY (entire Boroughs of Bronx, Brooklyn, Manhattan, Queens and Richmond), Long Island, NY, or points in Nassau and Suffolk Counties, NJ, shall be subject to the following charges:

- a) On legal shipments an additional charge of \$350.00 shall be applied to each such shipment.
- b) On Over Dimensional Shipments and Over Weight Shipments, an additional charge of \$450.00 shall be applied to each such shipment.

I-84 NY Bridge Charge - \$300.00 on all over dimensional and overweight loads
I-84 Thruway Charge - \$300.00 on all Over Dimensional loads over 15' Wide and/or 16' High

ITEM 1565

OVERNIGHT HOLDING

The following additional charge per night, by truck type, will be assessed when a load (when the distance from point of origin to point of destination is under 150 miles) is scheduled for pick up at origin, but cannot be delivered to the consignee according to the normal transit time, causing the load to be staged overnight, then later delivered according the scheduled delivery time:

Equipment	Charge
Hot Shot	\$150.00
One Ton	\$250.00
Mini Float	\$350.00
Single Axle	\$500.00

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1570

PACKING REQUIREMENTS AND DUNNAGE

PACKING REOUIREMENTS:

All articles tendered for shipment must be prepared and packed by the shipper in such manner as to insure the safe transportation of such articles by the carrier through the exercise of reasonable care.

Hazardous materials shall be shipped per the requirements of ATA 111 series Hazardous Materials Tariff and carrier shall not be held liable for inadvertent acceptance of shipments not properly classified, described, packaged, marked and labeled.

DUNNAGE: (NOTE A)

The rates in tariffs governed hereby do not include the costs for any materials used as temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the transporting vehicle, when required to protect and make shipments secure for transportation.

At the request of shipper, carrier will, based upon availability, arrange to purchase wooden timbers for bracing, blocking, or other loading requirements and will pay the cost thereof as an advance charge to be paid by the shipper or consignee plus a service charge of \$50.00 in addition to all other applicable charges.

NOTE A - Provisions do not include labor for the installation of wooden timbers. Any extra labor required by the shipper or consignee will be performed by the shipper or consignee. Rates for return of timbers from destination will be those lawfully on file.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1580

PICKUP AND DELIVERY UNDER LABOR DISTURBANCE CONDITIONS

- (a) During the time the normal operations of a shipper's plant are interrupted by labor disturbances, accompanied by violence or imminent threat thereof, carrier may dispatch equipment to pick up shipments. If the equipment is not permitted 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 canceled order.
- (b) If the carrier is not permitted to enter the premises of the consignee at the point of destination for delivery of a shipment due to labor disputes, accompanied by violence or imminent threat thereof, the load shall be considered as undeliverable and the provisions of Item 1620 shall apply.
- (c) No carrier equipment shall attempt to enter or leave a property at which there is in existence a labor disturbance 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 subject to the following charges per man:
 - (1) \$2.85 per mile for all miles traveled
 - (2) \$125.00 per 24-hour period, or fraction thereof, for food and lodging
 - (3) \$85.00 per hour, or fraction thereof, subject to a minimum of \$150.00 per load
- (d) Charges under 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 agrees to indemnify, protect and hold harmless the carrier from and against any and all liability, loss, damage or expense, cause of action, suits, claim and judgment, including reasonable legal expenses which may arise or grow out of any injury to or death of persons or damage to property of carrier (real or personal where-so-ever located) which liability may arise because of carrier's assistance in providing equipment to the shipper or consignee under this item.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1590

PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING

Upon reasonable request of consignor, consignee or others designated by them and subject to the provisions contained herein, carrier will prearrange schedules for arrival of vehicles for loading or unloading shipments.

A charge of \$50.00 will apply when prearranged schedules for unloading are made at the following points or places:

Bayonne, NJ New Cumberland AD, PA Seattle, WA (Pacific Northwest)

Charleston, SC (Port of)

Crane, IN

New Orleans, LA (Gulf Out Port)

Norfolk, VA

Yorktown, VA

Ft. Hood, TX Oakland, CA

Mobile, AL (Out Port) Seal Beach NWS, CA

ITEM 1600

PRELODGING

- (1) When prelodging of shipping documents is required by the consignee, the following conditions will apply: PRELODGING. Prelodging is the hand delivery of shipping documents by the delivering carrier 24 hours or more prior to the delivery of a shipment or shipments, to a location designated by the consignee. The shipping documents will be contained in an envelope marked with the permit number, date and time of delivery, and the delivering carrier's name.
- (2) Invoices submitted to the consignee for payment of prelodge charges will be cross-referenced as to Bill of Lading Number, carrier's PRO or COMP number, permit number, and the date the prelodge service was provided.
- (3) Charges. When required by consignee, the charge for prelodging shall be \$250.00 per delivery vehicle.

ITEM 1610

RECONSIGNMENT OR DIVERSION

Shipments may be diverted or reconsigned in transit or at time of arrival at billed destination, subject to the following rules, regulations, and charges:

- (a) The terms "Diversion" or "Reconsignment" means a change in the name of Consignee and/or a change in the destination on part or all of the shipment, requiring an addition to or change in billing necessary to effect delivery, or an additional movement of the truck or both.
- (b) Diversion or Reconsignment instructions must be confirmed in writing and proof of ownership established.
- (c) A charge of \$125.00 per vehicle prior to shipment moving and \$125.00 per vehicle after vehicle leaves origin point will be made for Diversion or Reconsignment in addition to all other applicable charges.
- (d) Freight charges on Reconsigned or Diverted shipments will be assessed on the basis of the through rate applicable, as of date of shipment, from point of origin to original point of destination, plus a charge of 175 cents per mile or applicable through rate, if higher, or excess mileage from original destination to reconsigned point.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1620

REFUSED OR REJECTED AND RETURNED SHIPMENTS

Shipments which have been tendered for delivery at the point designated on the bill of lading which are refused or rejected through no fault of the carrier and are ordered returned by consignee or consignor, may at direction of Consignor or Owner be returned in the reverse direction back to original origin at the same rate applicable to original destination, subject to the rates in effect on the date of the returned load: PROVIDED, that the full amount of freight charges in both directions shall have been paid or guaranteed by Owners.

(change) ITEM 1630

SHIPMENTS ON TOUR (See NOTE C)

- (a) One or more articles making up a shipment for display, demonstration, or experiment at one or more points, which shipment requires the exclusive use of a vehicle to transport and which requires the reloading and moving of such article or articles to another point or points for display, demonstration, or experiment, or termination of the tour, shall constitute a shipment on tour.
- (b) Transportation charges for a shipment on tour shall be the charge from point of origin to the first stopping point; from that stopping point to the next stopping point; and then in like manner from each stopping point to the next stopping point, and from the final stopping point to destination, at the rate and charges published herein. Each separate line-haul movement of the shipment on tour must be rated and charged separately.
- (c) When so ordered by Shipper, a vehicle may be placed on stand-by status (See NOTE A) while the shipment is being displayed, demonstrated or experimented with, for which a stand-by charge as set forth in paragraph (d) hereof shall be made.
- (d) Stand-by charges shall be \$750.00 per day (See NOTE B). A day is deemed as a period of 24 hours commencing at 12:01 a.m. and includes Saturdays, Sundays and Holidays. A portion of one day shall be charged for as one day.
- NOTE A Stand-by status shall commence on the day of arrival at display, demonstration or experimental site and shall terminate on the day of departure from the display, demonstration or experimental site. The day of arrival is defined as that period of time from 12:01 a.m. to 5:00 p.m. If shipment arrives after 5:00 p.m., the day of arrival shall commence at 12:01 a.m. of the following calendar day.
- NOTE B Except that the stand-by charge for day of arrival and day of departure shall be \$200.00 for each day.
- NOTE C Freight charges on shipments on tour shall be computed at the applicable truckload rates subject to a minimum charge computed at 30,000 pounds, applicable via the route of movement.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1640

SIDEBOARD KITS

When the Carrier is requested by the Shipper or consignee to secure a load by the use of sideboard kits during any portion of the transportation and Carrier provides these sideboard kits, the following charges will be assessed in addition to the base rate:

Equipment	Charge
One Ton	\$250.00
Mini Float, Single Axle or Tandem	\$350.00

ITEM 1650

SPECIAL SERVICES - CONVOY SHIPMENTS

When at the request of the shipper or consignee, two or more vehicles are traveling in a convoy, the following shall apply:

All accessorial charges accruing for the account of one or more vehicles in the convoy shall apply against each vehicle in the convoy to the extent that such accessorial charges are applicable. The charges for over dimension or overweight lading shall be applied only against the vehicles requiring such permits. The miles to apply to each vehicle are the miles applicable to the largest over dimension or overweight shipment in the convoy.

(change) ITEM 1660

SPECIAL SERVICES - LOADING OR UNLOADING

If a truck is requested to be at origin or destination at a specific time to facilitate loading or unloading by crew and/or mechanical device, an additional charge of \$250.00 will be assessed.

Committing to a prearranged schedule shall not constitute special agreement to pick up or deliver at a "guaranteed' time and service will not be provided other than with reasonable dispatch, except as otherwise provided herein (see Item 1540). Free time for loading or unloading shall not begin until the later of either (a) prearranged time or (b) actual arrival of the vehicle; provided, however, if the vehicle arrives prior to the prearranged schedule, then free time shall begin at the time loading or unloading commences.

See Item 1540 for limitation of liability for delays in loading and/or unloading.

ITEM 1670

SPECIAL SERVICES - OVERPACK

All articles tendered for shipment must be prepared and packed by the shipper in such manner as to insure the safe transportation of such articles by the carrier through the exercise of reasonable care. When through no fault of the carrier, an Overpack (Salvage Drum) is required for the safe transportation of a hazardous commodity, a charge of \$250.00 per Overpack (drum) shall apply.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1680

SPECIAL SERVICES – PLACARDING

Any shipment of FAK (See Note A), requiring the carrier's trailer to be placarded will be subject to the applicable rate plus 30¢ per mile, subject to a minimum line-haul charge of 250 cents per mile.

NOTE A - Freight All Kinds or General Commodities as defined in Item 210, Paragraph (B)

(change) ITEM 1690

SPECIAL SERVICES - RESTRICTED SPEEDS

- (a) Where the shipper or title holder, because of the unusual character of the shipment, desires to restrict the carrier to speeds below normal operating speeds, he may do so by specifying this requirement on the bill of lading or by other specific written instructions to the carrier upon tendering the shipment to the carrier.
- (b) The carrier will comply with such restricted speeds insofar as possible, and the charges shown herein shall be assessed, in addition to all other applicable charges, when such restricted speeds are requested.

Restricted Speed Requested	<u>Increase per Mile rate</u>
20 miles per hour or less	300%
More than 20, but not more than 25 mph	200%
More than 25, but not more than 46 mph	135%
More than 46 miles per hour	125%

ITEM 1700

SPECIAL SERVICES - SHORING, BRIDGE OR CULVERT AND/OR OVERHEAD WIRES

- (a) Shipper, or owner of the goods being transported, shall be required to provide special facilities, equipment, qualified personnel, or permissions necessary for raising of overhead wires or removing or replacing obstructions as required for the passage of shipments 13'6" in height or 8' in width, or to provide shoring or reinforcing of bridges, culverts, or roadways where necessary to provide for the safe passage of the load and equipment. Any and all delay to carrier's equipment caused by the conditions named herein, or caused by the failure of the shipper to provide such necessary services when required, shall be charged for at the rate for detention of equipment named in Item 810 or Item 820, which shall be in addition to all other applicable charges. In applying the provision of Item 810 or Item 820, free time will not be allowed.
- (b) At the request of the shipper or owner of the goods, the carrier, acting as agent of the shipper, consignee or owner of the freight, will provide the services set out in Paragraph (a) of this item and will advance all expenses therefor, but all such expenses or charges shall be paid by the shipper or owner and shall be in addition to all other applicable charges.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

ACCESSORIAL SERVICES

(change) ITEM 1710

SPECIAL SERVICES - TEMPERATURE CONTROL (See NOTE A)

When carrier is required to maintain temperature control of a shipment, temperature will be maintained between 50 degrees F., and 100 degrees F., and will be subject to the following charges per temperature control trailer used. The charges named for this service will be applicable for either shipper or carrier owned temperature control trailers or for any self-contained temperature control compartment such as what is known as a PRSE unit or where monitoring of temperature is required and will be in addition to any other applicable charges. Temperature control will not be furnished on any minimum weight less than 40M per trailer.

NOTE A - Shipments moving in ocean containers requiring temperature control will not be accepted for transportation.

ITEM 1720

SPECIAL SERVICES - TOWING (NOTE A)

Charges of freight handled in towaway service shall be computed on entire weight of the shipment, which includes the weight of the trailer or chassis, subject to a minimum weight of not less than 40M, at the applicable rate, but not less than \$2.50 per mile. Any maintenance or servicing of such freight during transportation necessary for its preservation or operation shall be at the expense of the shipper, owner or consignee. Carrier shall advance charges for collection from shipper, owner or consignee, in addition to all other applicable charges, including Item 2320 (advancing charges) fees.

Time lost in transit, when due to mechanical or tire failure and through no fault of the carrier will be subject to a charge of \$85.00 per hour (or fraction thereof) subject to a maximum of 12 hours in any 24 hour period.

NOTE A - On towaway shipments:

- (a) When vehicles tendered for shipments are not equipped with lights, as required by any State, Federal, County or Municipality into, or through which the shipment must travel, it shall be the responsibility of the shipper, except as provided in paragraph (b), to equip the vehicle with lights to conform to regulations.
- (b) When trailers without lights conforming to applicable State or Federal regulations are tendered to carriers, temporary installation of lights to conform to such regulations will be made by carrier at a charge of \$250.00 per trailer.
- (c) NOTE A provisions do not alternate with Over-Dimension lights in Item 700 of this tariff.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

ITEM 1730

STAGING OF TRAILER FOR SHIPSIDE PICKUP OR DELIVERY

An additional charge of \$480.00 per trailer shall apply on any explosive shipment requiring staging and/or storage at any safe haven point en route to shipside delivery at any port(s), and shall be in addition to all other applicable rules including storage; and conversely shall apply on any shipment requiring pickup at shipside that entails staging or storage at a safe haven en route to the consignee.

ITEM 1740

STOPOFFS-TO PARTIALLY LOAD OR UNLOAD

Shipments tendered on one bill of lading or shipping order, from one consignor at one point of origin at one time and consigned to one consignee at the destination, may be stopped in transit at any point or place for the purpose of partial loading and/or unloading, subject to the following provisions:

- The bill of lading or shipping order must show the point or points at which the shipment is to be stopped
 for partial loading and/ or unloading, together with a complete description of the kind and quantity of
 freight to be loaded or unloaded at each point and the name and address of the party from whom each
 portion is to be delivered.
- 2. Shipment is subject to truckload rates and truckload minimum weights, or actual weight, whichever is greater.
- 3. All freight charges must be paid in full at one time by Consignor or Consignee.
- 4. Only one Bill of Lading shall be issued for the entire shipment.
- 5. The Bill of Lading shall show, in the space provided therefore, the name of only one Consignee and one delivery address, and only one Shipper and one Shipper's address.
- 6. The names of places or addresses at which vehicle is to be stopped for completion of loading and/or partial unloading shall be shown either in the body of the Bill of Lading or in separate papers which shall be attached to and considered a part of the shipping documents.
- 7. Stops in transit for either partial loading or unloading will be subject to additional charges, exclusive of the original pickup and final delivery.
- 8. Both loading and unloading at the same stop will be permitted. A shipment which has been stopped for partial unloading may be stopped for partial loading.

(Concluded on following page)

For explanation of abbreviations and references, see last page of tariff.

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ISSUED BY:

ACCESSORIAL SERVICES

ITEM 1740(Concluded)

STOPOFFS-TO PARTIALLY LOAD OR UNLOAD (Concluded)

- 9. On shipments stopped for partial loading and/or unloading, charges shall be assessed on the basis of minimum weight, or actual weight when greater, of the entire shipment, from the point where any portion of the shipment is unloaded, between which charges are applicable based on the short line mileage from origin to final destination, or to a stop off point, to whichever of such points the charges are higher.
- 10. Mileages on all stop offs shipments will be computed via route of movement.
- 11. All stopovers must be completed within the work day or available hours of service of Carrier's driver. If the completion of the stopovers requires more than one (1) day of work, each such extra day will be subject to Carrier's minimum rate, based on equipment type, plus applicable stopover charges.
- 12. Stopping in transit for partial loading or unloading will not be permitted for shipments:
 - a. When consigned 'C.O.D.', 'To Order', or 'Order Notify'
 - b. When shipment is to be delivered to the consignee without recourse on the consignor
 - c. When moving under U.S. Custom Bond
- 13. When pickup or delivery is required at more than one location in the terminal area of origin, or destination in connection with one truckload shipment, a charge of \$65.00 will be assessed for each pickup in excess of the first and for each delivery other than the last.
- 14. Pick-ups and deliveries will be allowed at points within the same state.
- 15. Shipments stopped in transit to partially load or unload subject to the following charges:

Stop-off	Dromedary Service	410 Container Service	Truckload minimum 40M
1st	\$40.00, minimum 3M	\$80.00, minimum 10M	\$100.00
2nd	\$40.00, minimum 4M	\$80.00, minimum 10M	\$100.00
3rd	not allowed	not allowed	\$150.00
4th	not allowed	not allowed	\$300.00
5th	not allowed	not allowed	\$300.00
over 5 stops	not allowed	not allowed	not allowed

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

(change) ITEM 1750

STORAGE (NOTE A)

When by reason or an act or an omission of consignor, consignee, or owner and through no fault of the carrier, a shipment must await transportation or delivery instructions and is held at the terminal of the carrier, the following applies:

1. When shipment is held in the carrier's possession, the following charge will apply per day per vehicle (Trailers qualifying for different charges i.e. Expandable lowboy, will be subject to the highest charge applicable):

Type of Trailer	Charge Per Day (or fraction thereof)
Lowboy	\$250.00
Expandable	\$300.00
3-Axle	\$350.00
4-6 Axle	\$750.00
7-12 Axle	\$2,000.00
over 12 Axle	\$3,700.00
Removable Gooseneck	\$300.00
All Trailers not listed above	\$125.00

- 2. Charges on the held shipment will begin at 7:00 am of the first business day after notice of arrival has been given. Charges will end at 7:00 am of the day on which:
- (a) Action is taken by the consignor, consignee, or owner which enables the carrier to transport or deliver the shipment, or
- (b) The carrier exercises the right to send the shipment to a public warehouse as provided in Section 4(1) of the Bill of lading Contract Terms and Conditions.
- 3. This item is not applicable when the provisions of Item 810 or Item 820 (Detention) apply.
- 4. When after shipment arrives at destination, consignee requests that it be held in storage at carrier's terminal facilities, or at another point agreed to between the shipper and carrier, a charge per mile identical to the line-haul rate per mile will be assessed from destination to storage point and back to destination, subject to a minimum charge of \$250.00 per vehicle required. When the consignee requests that a shipment which is en route be held in storage and carrier is able to accomplish without incurring additional miles, shipment will be subject to a minimum charge of \$250.00 per vehicle required
- 5. Charges named in this item will apply in addition to all other applicable charges.

NOTE A - Carrier's liability shall be that of a warehouseman during the period commodities are stored in carrier's storage facilities, subject to the provisions of this tariff. Storage facilities herein proffered are in open yard only, and storage carrier shall not be liable for rust or other deterioration due to natural causes and not due to negligence of the storage carrier acting as a warehouseman during the storage period.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

ACCESSORIAL SERVICES

(change) ITEM 1760

SURVEYING (NOTE A)

When, because of the unusual size or weight of a shipment, a survey of the route is required for the safety of the shipment, carrier will so notify the consignor or owner of the shipment. Upon written authorization of the shipper, the carrier will furnish a man, or men, and vehicle or vehicles to perform such survey service at a charge of \$1.85 per mile per vehicle, subject to a minimum charge of \$450.00 per day for each survey vehicle furnished and a charge of 50¢ per mile per man, subject to a minimum charge of \$250.00 per day for each man furnished. Such charges are to be assessed on the basis of the one way mileage applicable via the route followed by the survey vehicle(s). If shipper or owner refuses to agree to such survey, carrier will not be obligated to perform the transportation. Regardless of whether the transportation service is, or is not, performed by the surveying carrier, survey charges shall be considered earned and shall be paid according to the provisions of this rule.

The word `survey' means the dispatching of employee or employees of the carrier, along with vehicle or vehicles of the carrier to ascertain the route over which a shipment can or may be carried.

NOTE A - A carrier will perform survey of route service only when the necessary equipment and personnel are available, subject to the charges set forth above. When carrier equipment is not available, carrier will arrange for employment of equipment and personnel to perform these services and the cost thereof will be advanced to be paid by the consignor or consignee. The charges so billed shall be not less than the charges shown above. Charges named in this item will be in addition to all other applicable charges.

(change) ITEM 1770

TARPING OF SHIPMENTS (See NOTE A)

At the request of the Shipper, tarping of loads will be accomplished by Carrier when Shipper places a notation on Bill of Lading to the effect that tarping is requested. The charge as shown in NOTE B will be assessed for such service for each vehicle so tarped.

In those instances where a load requiring tarping involves stopoffs to complete loading and/or stop-offs to partially unload and untarp and retarping is required at the stop-off point or points the charge for untarping and retarping shall be 90% of the original tarp charge and will be assessed for each time the load is required to be untarped and tarped.

NOTE A -- Carrier will not be liable for damage when no tarp is requested or Carrier will not be liable for damage when such damage is attributable to a lack of tarp and no tarp is requested or tarp is rejected.

NOTE B – The applicable charge for tarping of a shipment will be as follows:

(1) Tarping Standard- 4 ft. tarp	00.00
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- (3) Tarping Each Additional Tarp After 3 \$ 100.00 PerTarp

8'6"- 11'6" Wide or 8'4" -10'4" High\$ 225.00

11'6"- 14' Wide or 10'4"- 12' High\$ 315.00

Over 14' Wide or over 12' High SPOT BID

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

ACCESSORIAL SERVICES

ITEM 1780

TERMINAL CHARGES AT PORTS

Rates do not include the cost of loading, unloading, handling, wrapping, or other terminal service charges at ports of entry or export as assessed by steamship, barge or wharf companies or their agents.

- (a) A charge of forty (40) cents per 100 pounds at the actual weight, minimum charge \$35.00 per vehicle required, shall be added to the applicable rates named on all shipments unloaded at such steamship or barge docks or wharves, except as provided in NOTE A.
- (b) Consignor, Consignee, or Owner of the shipment may, if it desires, prepay such charges directly to the steamship, barge, or wharf company, or his agent, in which case no charge for this service will be assessed by the Carrier. The Bill of Lading and Shipping Order must be noted to the effect prior to pickup and delivery by the Carrier at piers, docks or wharves.
- (c) Carrier will advance for collection from Shipper, Owner, or Consignee, lawful charges for storage of property in a public warehouse. The Bill of Lading and Shipping Order must be noted to the effect prior to pickup or delivery by the Carrier at piers, docks or wharves.

For detention of Carrier's equipment at steamship docks or wharves, apply charges provided in Item 810 or Item 820.

NOTE A - Any portions of a shipment that cannot be unloaded by its own power, weighing 10,000 pounds or more, shall be charged at the rate of forty-nine (49) cents per 100 pounds. In any case where actual terminal charges exceed forty (40) cents per 100 pounds or forty-nine (49) cents per 100 pounds, as the case may be, the minimum charge shall be the actual cost of such terminal charges.

ITEM 1785

TOLL—ROADS, BRIDGES, TUNNELS and OTHER FEE-BASED PASSAGE

When the route from origin to destination includes toll roads, bridges, tunnels, or other fee-based passage, Carrier shall pay the toll charges and assess such charges to the payer of the freight charges, in addition to all other applicable charges. Evidence of toll receipts shall be furnished to the party responsible for freight charges upon request.

For explanation of abbreviations and references, see last page of tariff.

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ACCESSORIAL SERVICES

(change) ITEM 1790

VEHICLE FURNISHED BUT NOT USED (See NOTE B)

(1) If, after arrival of Carrier's vehicle or vehicles at the place of loading designated by the Consignor, Consignor fails to tender a shipment for transportation, or informs the Carrier that shipment will not be tendered, a charge will be made for each vehicle ordered and not used as shown below and subject to the applicable rate per mile, as shown below, times the miles (See NOTE A):

Axles	То	Description	Rate Per Mile	Charge for each vehicle order and not used
0	5	Axles (Tractor and Trailer combination)	2.00	\$950.00
6	7	Axles (Tractor and Trailer combination)	2.25	\$1250.00
8	9	Axles (Tractor and Trailer combination)	3.25	\$2500.00
10	10	Axles (Tractor and Trailer combination)	3.75	\$2500.00
11	12	Axles (Tractor and Trailer combination)	4.50	\$3000.00
13	13	Axles (Tractor and Trailer combination)	4.50	\$3500.00
14	and Over	Axles (Tractor and Trailer combination)	5.50	\$6500.00

(2) If, after expiration of two (2) hours from the time of arrival of Carrier's vehicle, Consignor has not tendered a shipment for transportation or furnished Carrier with information respecting tender of shipment, Carrier's vehicle shall be considered to be released by Consignor and charges shall be assessed in above table.

NOTE A – Miles will be practical or permitted routed, whichever is the greater, calculated from place of designated loading to either (a) the closest terminal or (b) the next place of loading, whichever computes the shortest miles.

NOTE B – Where permits and escorts have been ordered, the Consignor shall be billed at actual cost.

ITEM 1800

WEIGHT

- (a) Except as otherwise provided, charges shall be computed on gross weight of articles shipped. The Shipper should show on Bill of Lading the actual gross weight.
- (b) Carrier reserves the right to weigh shipments where facilities for weighing are available at point of origin or enroute, or at destination. Scale tickets shall show gross and tare weight of vehicle. Net weight, if greater than the applicable minimum weight, is to be used in computing freight charges, except as otherwise specifically provided.
- (c) If the weight of the article or articles shipped cannot be determined as provided in paragraphs (a) and (b) above, the Shipper shall furnish the Carrier in writing with an itemized statement of the article or articles offered for shipment, together with the actual gross weights thereof, indicating that such weights are the actual weight of the article or articles described to the best of his knowledge and belief. Such statement must be signed by the Shipper.
- (d) The maximum weight per container or trailer shall not exceed the maximum legal weight by law established by the states through which operations are conducted.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

ISSUED BY:

HAZARDOUS MATERIALS AND DANGEROUS GOODS

ITEM 1810

HAZARDOUS MATERIALS

- (A) Hazardous materials will not be accepted for handling or transportation unless the shipping order, bill of lading or other shipping papers that portray such materials are properly described by name and are packed and marked properly. These materials must be in proper condition for transportation, and the Carrier should be advised thereof by Shipper or its agent.
- (B) The Shipper shall furnish Carrier with all placarding that is required by any local, county, parish, state or federal agency. Shipper shall be fully responsible and liable for all damages, injuries or other consequences caused by Shipper's failure to comply with the provisions of this Item.
- (C) The above described articles, the transportation of which is governed by U.S. Department of Transportation regulations 49 CFR Parts 171-179, 383, 386, and 390-397, will be subject to an additional charge of 125%. of the applicable transportation rate published herein.

Note: In the event of changes to government regulations due to unforeseen or other events, an additional increase in rates may be applied to all hazardous material shipments covered in this Item as determined by Carrier.

ITEM 1820

CLASS 1.4, 1.5, AND 1.6 EXPLOSIVES, RADIOACTIVE MATERIALS, HAZARDOUS WASTE (FOR RECYCLING ONLY), POISONOUS GASES, OR OTHER SUCH DANGEROUS ARTICLES

- (A) Class 1.4, 1.5, and 1.6 explosives, radioactive materials, hazardous waste (for recycling only), poisonous gases or other such dangerous articles will not be accepted for handling or transportation unless the shipping order, bill of lading, or other shipping papers that portray such articles are properly described by name and are packed and marked properly. These articles must be in proper condition for transportation and the Carrier should be advised thereof by Shipper or its agent.
- (B) The Shipper shall furnish Carrier with all placarding that is required by any local, county, parish, state, or federal agency. Shipper shall be fully responsible and liable for all damages, injuries, or other consequences caused by Shipper's failure to comply with the provisions of this Item.
- (C) The above described articles, the transportation of which is governed by U.S. Department of Transportation regulations 49 CFR Parts 171-179, 383, 386, and 390-397, will be subject to an additional charge of 50% of the applicable transportation rate published herein.

Note: In the event of changes to government regulations due to unforeseen or other events, an additional increase in rates may be applied to all hazardous material shipments covered in this Item as determined by Carrier. Table 3 - Accessorial Charges attached to this Tariff sets out a summary of certain of the applicable accessorial and hazardous material charges currently in effect for Carrier.

For explanation of abbreviations and references, see last page of tariff.

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PROTECTIVE SERVICE

(change) ITEM 1930

PROTECTIVE SERVICE - CONSTANT SURVEILLANCE SERVICE (CS)

Constant Surveillance Service (CS) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

- 1. <u>Definition and Requirements</u>. CS is a service that provides the following:
- a. Continuous responsibility for constant surveillance and custody of shipments in transit. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering, or sabotage, including insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.
- b. For the purposes of CS, unless otherwise stated herein, when not being driven, a vehicle must be attended at all times by a qualified representative of the carrier. A vehicle is 'attended' when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth or is within 100' of the vehicle and has the vehicle within his/her constant, unobstructed view. A qualified representative is a person employed by the carrier or the terminal involved in handling of shipments and who is designated by the carrier/terminal to attend the conveyance and who is aware of the sensitivity of material moving under CS, and who is knowledgeable of the safety, security and emergency procedures that must be followed; and who is authorized and has the means and capability to move the transportation conveyance.
 - c. For brief stops en route, ensure that the vehicle or shipment is attended.
- d. When circumstances require lengthy stops en route, carriers will ensure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven under 49CFR, or during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in full view and stay within 100' of the vehicle or shipment at all times, or the shipment must be secured in an adequately lighted area that is surrounded by at least a 6' chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal representative at all times. As an alternative, a shipment may be placed in a security cage. (See NOTE A, Item 1950).
- e. The trailer or conveyance containing the material upon which CS is requested must always be connected with the power unit (tractor) during shipment, except when stopped at a Department of Defense (DOD) contractor activity for loading/unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver maintains continuous surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of paragraph 1 (d); or, in emergencies, at a DOD safe haven or refuge location.
 - f. Carrier must be able to trace shipment in less than 24 hours.

(Concluded on following page)

For explanation of abbreviations and references, see last page of tariff.

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ISSUED BY:

PROTECTIVE SERVICE

(change) ITEM 1930 (Concluded)

PROTECTIVE SERVICE - CONSTANT SURVEILLANCE SERVICE (CS)

Constant Surveillance Service (CS) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges:

- 1. <u>Definition and Requirements</u>. CS is a service that provides the following: (Concluded)
- g. Carrier or his agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed upon desired delivery date.
 - h. Driver ID requirements (Item 1950, NOTE B)
 - i. Single line-haul preferred.
 - j. No trip lease or brokering
- k. The maintenance of a Signature and Tally Record (DD Form 1907) by the carrier is an integral part of CS. Both the shipper and the carrier shall comply with the requirements of Signature and Tally Record Service (ST) on all shipments for which CS is requested and provided. Drivers are required to sign the DD Form 1907 when they assume initial responsibility for the shipment.
- 1. Driver(s) moving shipments on which CS is requested will be instructed by the carrier on how to obtain DOD safe haven/refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in paragraphs 1.a. the 1.k. above.
 - m. The tractor moving a CS shipment must be equipped with a working mobile communications unit, such as a citizens band (cb) radio unit or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both drivers must be capable of using the unit to make contact.
- 2. <u>Annotation.</u> When CS is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading:
- 'DOD Constant Surveillance Service Requested. Signature and tally Record (DD Form 1907) furnished to carrier.'
- 3. <u>Charges</u>. In addition to all rates and charges for transportation, shipments for which CS is provided by carrier at shipper's request will be subject to the following charges which include constant and specific surveillance, and the maintenance of a signature and tally record:

Truckload Shipments 50¢ per mile, minimum \$250.00 Dromedary Containers 50¢ per mile, minimum \$250.00 410 Containers 50¢ per mile, minimum \$250.00

For explanation of abbreviations and references, see last page of tariff.

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ISSUED BY:

PROTECTIVE SERVICE

ITEM 1940

PROTECTIVE SERVICE - COOLING SYSTEMS AND BATTERIES - CARRIER'S LIABILITY

Anti-freeze protective for shipments must be supplied and installed by and at the expense of the shipper. Carrier will not be liable for any damages caused by freezing. Carrier will not accept responsibility for damage caused by freezing of batteries or cooling systems or damage caused by leaking brake fluids, battery units, cooling system solutions or other liquids.

ITEM 1950

PROTECTIVE SERVICE - DUAL DRIVER PROTECTIVE SERVICE (DD/DN)

Dual Driver Protective Service (DD) or Dual Driver Protective Service with National Agency Checks (DN) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges.

- 1. <u>Definition and Requirements.</u> DD and DN are services that provide the following:
- a. Continuous responsibility, attendance and surveillance of a shipment through the use of two (dual) qualified drivers in the same line-haul vehicle, and includes the maintenance of a signature and tally record. Such attendance and surveillance shall forestall all inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering, or sabotage. Also, insofar as humanly possible, safeguard against all manner of unusual circumstances, such as wreck, delay, flood, or violent disturbances.
- b. For the purposes of DD and DN, unless otherwise stated herein, when not being driven a vehicle must be attended at all times by a qualified representative of the carrier. A vehicle is `attended' when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth or is within 25' of the vehicle and has the vehicle within his/her constant, unobstructed view. A qualified representative is a person who is employed by the carrier or the terminal involved in handling of shipments, designated by the carrier/terminal to attend the conveyance, aware of the sensitivity of the material moving under DD and DN, knowledgeable of the safety, security, and emergency procedures that must be followed, and is authorized and has the means and capability to move the transportation conveyance.
 - c. For brief stops en route, carrier will ensure that the vehicle or shipment is attended.
- d. When circumstances require lengthy stops en route, carrier will insure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven under 49 CFR, or during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in view and stay within 25' of the vehicle or shipment at all times, or the shipment must be secured in an adequately lighted area that is surrounded by at least a 6' chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal employee at all times. Shipments under DN must be checked at least once every 30 minutes. As an alternative, a shipment may be placed in a security cage. (NOTES A and B)

(Continued on following page)

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

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PROTECTIVE SERVICE

ITEM 1950 (Continued)

PROTECTIVE SERVICE - DUAL DRIVER PROTECTIVE SERVICE (DD/DN)

Dual Driver Protective Service (DD) or Dual Driver Protective Service with National Agency Checks (DN) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges.

- 1. <u>Definition and Requirements.</u> DD and DN are services that provide the following: (Continued)
- e. The maintenance of a Signature and Tally Record by the carrier is an integral part of DD and DN. Both the shipper and the carrier shall comply with the requirements of Signature and Tally Record Service on all shipments for which DD or DN are requested and provided. (NOTE: Both drivers are required to sign the Signature and Tally Record (DD Form 1907) when they assume initial responsibility for the shipment.)
 - f. Single Line-Haul.
 - g. No trip lease authorized.
- h. The vehicle conveying the shipment upon which DD or DN is requested must remain connected with the power unit (tractor) during shipment except when stopped at a Department of Defense activity/contractor for loading/unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver(s) maintains continuous attendance and surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of (d); or, in emergencies, at a DOD safe haven or refuge location.
- i. Driver ID requirements. Carrier must insure drivers employed to handle sensitive shipments requiring DD or DN, carry a valid driver's license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the carrier named on the bill of lading.

For DN shipments, drivers will have a copy of the NAC verification with them and available for inspection at all times. The shipping activity is responsible for verifying the NAC prior to releasing a DN shipment to the drivers. If the driver cannot produce the verification letter, the shipping activity can verify the NAC through the carrier

- j. The tractor moving a DD or DN shipment must be equipped with a working mobile communications unit, such as a mobile citizens band (CB) radio unit or a mobile telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance and both drivers must be capable of using the unit to make contact.
 - k. Carrier must be able to track a shipment in less than 24 hours.
- l. Carrier or his agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed upon desired delivery date.

(Continued on following page)

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

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PROTECTIVE SERVICE

ITEM 1950 (Continued)

PROTECTIVE SERVICE - DUAL DRIVER PROTECTIVE SERVICE (DD/DN)

Dual Driver Protective Service (DD) or Dual Driver Protective Service with National Agency Checks (DN) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges.

- 1. <u>Definition and Requirements.</u> DD and DN are services that provide the following: (Concluded)
- m. Drivers moving shipments on which DD or DN is requested, will be instructed by the carrier on how to obtain DOD safe haven/refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in 1.a. through 1.l. above.
 - n. Exclusive use of vehicle or dromedary service.
- (1) Carriers providing DN are required to provide Exclusive Use of the Vehicle or dromedary as applicable.
- (2) Carriers providing DD are required to provide Exclusive Use of the Vehicle or dromedary only if specifically requested by shipper.

2. Annotation.

When DD or DN is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading:

`Dual Driver Protective service Requested. Signature and Tally Record (DD Form 1907) furnished to carrier.'
or

`Dual Driver Protective service with National Agency Checks Requested. Signature and Tally Record (DD Form 1907) furnished to carrier.

3. Carriers providing DN agree to permit a National Agency Check on all management and operational personnel involved. Management personnel includes: owners (including partnership where applicable), principal deputies, board members (where applicable), and company managers responsible for liaison with DOD operations. Operational personnel includes: drivers, handlers, terminal and security personnel hired permanently or temporarily by the company to protect the DOD cargo.

(Continued on following page)

For explanation of abbreviations and references, see last page of tariff.

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PROTECTIVE SERVICE

ITEM 1950 (Continued)

PROTECTIVE SERVICE - DUAL DRIVER PROTECTIVE SERVICE (DD/DN)

Dual Driver Protective Service (DD) or Dual Driver Protective Service with National Agency Checks (DN) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges.

4. Charges.

In addition to all rates and charges for transportation, shipments for which DD or DN is provided by carrier at shipper's request will be subject to the following charges from point of origin to final destination:

DD - Truckload Shipments -25¢ per mile, minimum \$150.00 Shipments in Dromedary Containers - 12¢ per mile, minimum \$80.00 Shipments in 410 Containers - 12¢ per mile, minimum \$120.00

DN - All Shipments - \$1.25 per mile, minimum \$500.00

These charges include the maintenance of a Signature and Tally Record and exclusive use of vehicle as applicable for DN, furnishing of dual drivers, a working mobile communication unit in the tractor and all other provisions/requirements shown above. Added charges for exclusive use of vehicle or dromedary service, as applicable for DD, may be attached only when exclusive use is requested by shipper.

When two drivers are requested on any over-weight or over-dimensional shipment, for which the travel hours are restricted by federal or state law, the following additional charges will apply per vehicle in addition to all other applicable charges: \$360.00 per 24 hour day, or fraction thereof, starting with the hour the vehicle has to stop the first day and ending with the delivery of the shipment.

NOTE A - Security Cage Standards

General: Security cages will be fabricated from commercial steel grating panels. Walls, doors, floors and ceiling must provide protection equivalent to the steel grating to preclude forced entry. Doors must have DOD approved padlocks (equivalent to American 200 series) and hasp systems and connecting hardware must be welded or otherwise secured to deter unauthorized entry.

Walls: Constructed of structural steel angle and expanded steel grating. Building walls also may be used which provide equivalent security to form sides. (Example: Double-course reinforced or filled concrete block.)

Floors: Made of asphalt or reinforced concrete or wood if reinforced with steel floor plating.

Ceiling: Same material as wall or floor. Minimum height - 8'. Frame - metal. Hinges - welded hinge pins. Locks - DOD approved (equivalent to American 200 series) security locks or hasps.

Connecting Devices: Welded, peened or otherwise installed so as to deter unauthorized entry.

Windows/Openings: Expanded steel grating, anchored in metal frame, secured in same manner as door. Alternative: As an alternative to a security cage, a CONEX, dromedary, or similar heavy container which is sealed and locked with a DOD approved (equivalent to American 200 series) lock may be used in building which are locked, guarded or alarmed. In lieu of locking the containers, they may be placed with doors against each other or against a substantive building wall.

(Concluded on following page)

For explanation of abbreviations and references, see last page of tariff.

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PROTECTIVE SERVICE

ITEM 1950 (Concluded)

PROTECTIVE SERVICE - DUAL DRIVER PROTECTIVE SERVICE (DD/DN)

Dual Driver Protective Service (DD) or Dual Driver Protective Service with National Agency Checks (DN) will be provided by the carrier upon request of the shipper, subject to the following definition, requirements and charges.

NOTE B - Terminal security standards

Carriers may utilize Closed Circuit Television (CCTV) in lieu of or to augment terminal security personnel if such use will provide the equivalent or enhanced observation of the shipment /area protected and/or entry/exit control points under the following conditions:

- a. SDDC prior written approval of each proposed CCTV utilization.
- b. The TV monitor will be continuously monitored when a shipment requiring protection is present in the terminal.
- c. Terminal/security personnel must be capable and available for immediate response to detached intrusions/incidents.
- d. CCTV guidelines contained in FM 19-30, Appendix L. apply.

DOD Driver Identification requirements:

- a. DOD requires all commercial drivers employed to handle shipments (both load and less-load) moving under a transportation protective service (PS,DD,DN,CS,MS,SM,SE) to carry adequate identification which verifies their affiliation with the carrier(s) named on the bill of lading. From documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading.
- b. Carriers providing a transportation protective service must ensure that their drivers handling such shipments carry a valid driver's license and medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph.
- c. For carriers cleared to handle SECRET shipments, the identification requirements have not changed, and are still in accordance with the Industrial security Manual (Para8, DOD 5220.22-M and Paragraph 11.A(10), Section 111, DOD 5220-22-C).

For explanation of abbreviations and references, see last page of tariff.

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SECTION 1900
PROTECTIVE SERVICE
ITEM 1960 PROTECTIVE SERVICE - MOTOR SURVEILLANCE SERVICE (MS)
1. <u>Definition</u> . Motor Surveillance Service (MS) is a service used in the motor movement of selected Department of Defense (DOD) items. The purpose of MS is to provide shippers with visibility of their shipments from point of origin to final destination.
2. Requirements. When MS is required on a shipment, the shipper shall notify the carrier in advance and annotate the bill of lading as follows: 'Motor Surveillance Service Requested. Carrier to call
3. <u>Charges.</u> In addition to all rates and charges for transportation, shipments on which MS is provided will be subject to a charge of 30¢ per mile when calls are required every 8 hours, or a charge of 15¢ per mile when calls are required every 12 hours. Either charge will be subject to a minimum charge of \$50.00 per shipment. Charges for Satellite Motor Surveillance Service will not apply when MS is requested by the shipper and furnished by the carrier.
ITEM 1970
PROTECTIVE SERVICE - PROTECTIVE SECURITY SERVICE (PS)
Carriers that have been cleared by the defense Investigative service and qualified by SDDC to transport SECRET shipments shall provide Protective Security Service (PS) upon request of shipper, subject to the following definition, requirements, and charges:
1. <u>Definition</u> . PS is a transportation protective service used for SECRET shipments which includes continuous attendance and surveillance of the shipment by qualified employees, the maintenance of signature and tally record and the use of two (dual) carrier drivers in the cab of the same vehicle who are cleared under the DOD Industrial Security Program. Such attendance and surveillance shall prevent all inspections (except those performed by governmental enforcement agencies in their line of duty), tampering, pilfering, or sabotage, including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood or violent disturbances.
2. <u>Requirements.</u> a. <u>Notification and Annotation</u> . When PS is required for a DOD shipment, the shipper shall notify the carrier in advance and annotate ' <i>Protective Security Service Requested. Signature and Tally Record (DD Form 1907) Furnished to Carrier'</i> on the bill of lading. Both drivers are required to sign the DD Form 1907 when they assume responsibility for the shipment.
b. Exclusive use of the vehicle or dromedary service as applicable
(Continued on following page)
For explanation of abbreviations and references, see last page of tariff.
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PROTECTIVE SERVICE

ITEM 1970 (Continued)

PROTECTIVE SERVICE - PROTECTIVE SECURITY SERVICE (PS) (Continued)

- c. The trailer or conveyance containing the material upon which PS is requested must always be connected with the power unit (tractor) during shipment except when stopped at a Department of Defense (DOD) activity for loading/unloading; at carrier terminal for servicing; or at a carrier designated point where the driver(s) maintains continuous attendance and surveillance over the shipment while disconnected.
- d. The tractor moving a PS shipment must contain a working mobile communications unit, such as a citizen band (CB) radio or a mobile communications unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and both drivers must be capable of using the unit to make contact.
- e. <u>Signature and Tally Record</u>. The maintenance of a signature and tally record by the carrier is an integral part of PS. Both the shipper and the carrier shall comply with the requirements of Signature and Tally Record Service on all shipments for which PS is requested and required.
- f. Driver ID requirements (Item 1950, NOTE B)
- g. Stops en route.
- 1. For brief stops en route, carriers will ensure that at least one of the drivers remains in the cab of the vehicle, or remains within 25' of the vehicle, provided the vehicle is within the driver's unobstructed view.
- 2. When circumstances require more lengthy stops en route, carriers shall ensure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven or, during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal employee must keep the shipment in view and stay within 25' of the vehicle or shipment at all times or the shipment must be secured in a fenced and lighted area under the general observation of a qualified carrier or terminal employee at all times. As an alternative, the material may be placed in a security cage (Item 1950, NOTE A).
- h. <u>Special Procedures</u>. If time or distance does not permit delivery during the same day of pickup, the special procedures outlined below will be followed by the carrier:
- 1. If the shipment remains in the transportation conveyance, at least one qualified carrier employee will maintain continuous attendance and surveillance of the shipment to prevent access by unauthorized persons.
- 2. When a SECRET shipment is unloaded from the vehicle during stopovers en route, it shall be under the constant surveillance of a cleared carrier representative or shall be placed in storage in a closed area, vault, or strong room as prescribed in the defense industrial security manual. In those cases in which SECRET shipments, such as a missile, may require outside storage, special protective measures shall be taken to include constant and continuous surveillance by at least one or more cleared carrier representatives. As an alternative, the material may be stored in a vault type structure approved by the Defense Investigative Service.

(Concluded on following page)

For explanation of abbreviations and references, see last page of tariff.

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PROTECTIVE SERVICE

ITEM 1970 (Concluded)

PROTECTIVE SERVICE - PROTECTIVE SECURITY SERVICE (PS) (Concluded)

3. <u>Charges.</u> In addition to all rates and charges for transportation, shipments for which PS is provided by carrier at shipper's request will be subject to a charge of \$1.75 per mile, minimum \$750.00 per vehicle or dromedary service, or 410 container service. These charges will include dual drivers, exclusive use of vehicle, constant attendance and surveillance, maintenance of a signature and tally record, and the furnishing of a CB radio unit/mobile communications unit. Added charges for Exclusive use will not apply.

When two drivers are requested on any overweight over overdimensional shipment, for which the travel hours are restricted by federal or state law, the following additional charges will apply per vehicle: \$360.00 per 24 hour day, or fraction thereof, starting with the hour the vehicle has to stop the first day and ending with the delivery of the shipment.

ITEM 1990

PROTECTIVE SECURITY SERVICE - SATELLITE MOTOR SURVEILLANCE SERVICE (SM)

PART A: Definitions.

- 1. Satellite Motor Surveillance Service (SM) is a service used in the commercial truck movement of selected material. The purpose of the service is to provide the Defense Transportation Tracking System (DTTS) with truck location reports, in transit truck status changes, and emergency situation notification.
- 2. The DTTS is a computer based system manned 24 hours a day and used to track the movement of munitions and other related hazardous material by commercial truck within the Continental United States.
- 3. An SM vendor is a commercial company employed by the carrier to assist in providing SM to the Government utilizing any technical means that meets the requirements set forth in this rules provision. Additionally, the service offered by the SM vendor must be approved by the Federal Communications Commissions (FCC).

PART B: Shipper Requirements.

When SM is required on a shipment, the shipper shall notify the carrier in advance (48 hours or more if possible) and annotate the bill of lading as follows:

'Satellite Motor Surveillance Service (SM) requested. In the event of SM system failure, driver must immediately notify the motor carrier dispatcher who will contact DTTS at 800-826-0794. Driver must subsequently provide DTTS a telephonic location/status report every 4 hours, with a final telephonic report upon delivery at destination.'

PART C: Carrier Charges.

- 1. In addition to all other charges for transportation, shipments on which SM is requested an provided will be subject to a charge of 24¢ per mile or a minimum charge of \$160.00 per vehicle or dromedary service.
- 2. Charges for Motor Surveillance Service and/or Security Escort Vehicle Service will not normally apply when SM is requested, unless specified by the shipper and furnished by the carrier.
- 3. Shipments requiring TRANSCOM service will be subject to a phone line link fee of \$180.00 per day (or fraction thereof). This charge shall apply in addition to the charges provided in PART C-1.

PART D - <u>SM Vendor/Carrier Requirements</u>. Vendors and carriers must collectively meet the general requirements of DOD MTRUP 1, Item 111.

For explanation of abbreviations and references, see last page of tariff.

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SECTION 1900 PROTECTIVE SERVICE

(change) ITEM 2000

PROTECTIVE SERVICE - SECURITY ESCORT VEHICLE SERVICE (SE)

Security Escort Vehicle Service (SE) is defined as a trail vehicle service designed to maintain discreet constant and specific surveillance of the cargo vehicle(s) transporting sensitive cargo and to provide emergency assistance when required, primarily by contacting appropriate state or local law enforcement agencies.

- 1. SE will be provided by the carrier upon request of the shipper, subject to the following requirements and charges:
- a. Carrier will provide an escort vehicle; an inconspicuous, unmarked automobile or van, or a freight vehicle such as tractor, tractor-trailer (flatbed or van) combination or straight bed truck with two unarmed licensed drivers in the escort vehicle to maintain constant and specific surveillance of the cargo vehicle(s) for which the service is requested. Under no circumstances will the escort vehicle be under the load while in escort service, i.e., the trailer or straight truck must be empty and doors sealed by the origin shipper and verified by the consignee. Where SE accompanies a movement(s) which requires Protective Security Service, the drivers will be cleared for SECRET under the DOD Industrial Security Program, per DOD 5220.22-M. Where SE accompanies a munitions shipment(s) (other than SECRET), the drivers will have a favorable National Agency Check through SDDC. Constant and specific surveillance of the cargo vehicle(s) is defined as occupying a position behind the cargo laden vehicle while maintaining a continuous view of that same vehicle(s). During en route stops, at least one of the escort vehicle drivers must remain in the escort vehicle or must be within approximately 10' of such vehicle and maintain a constant, unobstructed view of the cargo vehicle(s).
- b. In an on-road emergency, where feasible, the SE vehicle/driver may be used to move the freight or freight trailer(s) as authorized by a state or local law enforcement or rescue service official, a DOD transportation officer, or SDDC official.
- c. Carrier will instruct drivers of the escort vehicle to remain clear of a cargo vehicle(s) should it come under attack. In such instances, drivers will immediately contact the nearest state or local law enforcement agency, and record details about the attack. In the event of an accident, breakdown, natural disaster, or civil disturbance involving or affecting either vehicle, drivers will contact nearest state or local law enforcement agency for emergency assistance or as appropriate, escort the cargo vehicle(s) to a DOD refuge/safe haven.
- d. The security escort vehicle must contain a working citizens band radio or mobile communications unit capable of obtaining emergency assistance and assuring two-way communication between the cargo vehicle(s) and the security escort vehicle. Two-way communications will be kept to a minimum. The drivers of the security escort vehicle will neither discuss the nature of the shipment(s) nor reveal its origin and destination. Both security escort vehicle drivers must be trained in the operation and use of the mobile communications unit or citizens band radio, and be responsible for its proper maintenance and serviceability throughout the movement.
- e. The carrier will assure that drivers employed to escort shipments of sensitive cargo carry a valid state driver's license and a medical qualification card, employee record card, or similar document, one of which must contain the driver's photograph. Additionally, all carriers offering SE will issue all cleared drivers a consecutively numbered identification card in accordance with Paragraph 8, DOD 5220.22-M (Industrial Security Manual) and Paragraph 11a (10) of DOD 5220.22.C (Carrier Supplement to Industrial Security Manual). Driver's affiliation with the carrier and DOD security clearance will be verified by the origin shipper.

(Concluded on following page)

For explanation of abbreviations and references, see last page of tariff.

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PROTECTIVE SERVICE

(change) ITEM 2000(Concluded)

PROTECTIVE SERVICE - SECURITY ESCORT VEHICLE SERVICE (SE)

- 2. <u>Annotation</u>. Provisions apply when the bill of lading is annotated: *Security Escort Vehicle Service Requested.'*
- 3. <u>Charges.</u> In additional to all rates and charges for transportation, shipments for which SE is provided by carrier at shipper's request, carriers will provide an escort vehicle and 2 drivers subject to a charge of \$5.00 per mile, minimum \$2500.00 per escort vehicle from point of origin to point of destination. If the cargo vehicle(s) requiring the escort service requires permits from state or local authorities that dictate routes of movement, then mileage charges for the escort service will be computed over the required permit routes between point of origin and point of destination. Charges for SE will not apply when Satellite Motor Surveillance Service (SM) is requested by the shipper and provided by the carrier.

ITEM 2010

PROTECTIVE SERVICE - SPECIAL OR EXTRA EQUIPMENT OR PACKAGES

Carrier will not be responsible for special or extra equipment or packages not attached to shipment, unless specifically listed on bill of lading or shipping receipt, weight of such equipment to be separately listed but included in the gross weight of the shipment.

For explanation of abbreviations and references, see last page of tariff.

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SECTION 1900
PROTECTIVE SERVICE
ITEM 2020 SIGNATURE AND TALLY RECORD (ST)
Carriers shall provide Signature and Tally Record Service (ST) upon request of the consignor, subject to the following definition, requirements and charges:
1. <u>Definition.</u> ST is a service designed to provide continuous responsibility for the custody of shipments in transit. It requires a signature and tally record from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination.
2. Requirements. a. Shipper or his agent must place and sign the following annotation on the bill of lading: `Signature and Tally Record requested. DD Form 1907 furnished to carrier. DATE SIGNATURE TITLE
b. Form - DD Form 1907, Signature and Tally Record, provided by the shipper will be used as follows: (1) When ST is requested by the shipper and the Signature and Tally Record is furnished, carrier or his agent will require each person responsible for the shipment, such as the terminal manager, pickup, delivery and road drivers, and dock foreman, to personally sign the Signature and Tally Record and will secure signature in the space provided on the form from the consignee or his agent upon delivery.
(2) Driver(s) are required to sign the DD Form 1907 when they assume initial responsibility for the shipment.
(3) In terminal areas, the vehicle containing the ST shipment must be under the control of the last person signing the DD Form 1907.
(4) When ST is used with DD, DN, and PS, both drivers are required to sign when they assume responsibility for the shipment.
c. Tracing - Carrier must be able to trace a shipment in less than 24 hours upon request.
3. Charges. In addition to all rates and charges for transportation, shipments on which ST is provided at shipper's request will be subject to a charge of \$25.00 per shipment.
4. A separate charge for Signature and Tally Record Service will not be billed when a higher protective security service is charged, which includes the requirement for Signature and Tally Record.
For explanation of abbreviations and references, see last page of tariff.
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SECTION 2100 CLAIMS LIABILITY AND LIMITATIONS

ITEM 2130

RELEASED VALUE

- (1) All shipments governed by this tariff are subject to released valuation provisions named herein unless Carrier and Consignor/Shipper have specifically agreed otherwise in writing. Unless a higher value is declared on the bill of lading at time of shipment (see paragraphs 3 and 4 below), transportation service shall be based on a released value not exceeding \$2.50 (\$1.00 for used goods) per pound, per shipping package or loose article (see paragraph 2), subject to a maximum of \$100,000 per shipment. (NOTE B)
- (a) Applicable charges on any package, loose article, or entire shipment subject to a released value of \$2.50 (\$1.00 for used goods) per pound (subject to a maximum of \$100,000 per shipment) shall be the applicable line-haul charge (NOTE A), PLUS any other applicable accessorial charges provided in this publication or tariffs or contracts governed hereby.
- (b) Applicable charges on any package, loose article, or entire shipment which exceeds a released value of \$2.50 (\$1.00 for used goods) per pound (subject to a maximum of \$100,000 per shipment) shall be the applicable line-haul charge (NOTE A), PLUS an excess value charge of \$1.00 for each \$100.00 (or fraction thereof) by which the total released value of any package or loose article exceeds \$2.50 (\$1.00 for used goods) per pound on that package or loose article or \$100,000 per shipment, whichever is less (subject to a minimum excess value charge of \$150.00 per shipment), PLUS any other applicable accessorial charges provided in this publication of tariffs or contracts governed hereby.
- (2) The released value shall be deemed to relate separately to the gross weight of each shipping package or to the weight of each loose article, and not to the shipment as a whole, subject to a maximum of \$100,000 per entire shipment. In case of loss or damage to a portion of a shipment the maximum amount recoverable shall be the released value \$2.50 (\$1.00 for used goods) per pound multiplied by the actual gross weight of the article or package (not the billed weight), but not more than the actual loss or damage.
- (3) Declared valuations in excess of \$2.50 (\$1.00 for used goods) per pound or \$100,000 maximum per entire shipment must be specifically and prominently shown on shipping documents and either the terms 'DECLARED VALUE,' 'Released value not exceeding' or 'RVNX' may be used, followed by the total released value or released value per pound, in dollars and cents, together with the actual weight applicable to such released valuations.
- (4) Notwithstanding anything to the contrary above, on shipments moving within Mexico, Carrier shall have no liability during any portion of the movement within Mexico, in relation to the cargo or any component thereof, or to the selection of another carrier, and all conditions, responsibilities and warranties in relation thereto, whether expressed or implied, whether statutory, collateral hereto or otherwise, whether in relation to the fitness, description, state, quality or condition of the cargo, or any component thereof, are hereby excluded and extinguished. If this geographical liability limitation is judicially or otherwise determined to be ineffective or unenforceable for any reason whatsoever, then the release value and carrier's liability for loss or damage within Mexico shall be limited to the lesser of (1) five U.S. cents per pound (\$.05/lb.) or (2) the current standard limitation of liability under Mexican Law for uninsured goods for which no higher valuation has been declared (approximately \$.03/lb. in 2001), with claims for such losses to be asserted within the time limits required under Mexican law. In any event, any damage, loss, theft or injury to cargo being shipped to or from Mexico shall be presumed to have occurred in Mexico, and therefore be subject to the foregoing limitations, absent proof of an accident or hijacking in the United States memorialized by a police report, the recovery of loss or stolen freight within the United States, or notation of loss or damage on the carrier's bill of lading at the time of delivery at the applicable U.S. border-town.
- (5) Notwithstanding anything to the contrary above, in no event shall Carrier be liable for any damage resulting from loss of use, profit, or business, or for any special, indirect, incidental, or consequential damages, whether arising from an action in contract, tort, or other legal theory.
- NOTE A The term 'line-haul charge' as used herein means the applicable charge for the over-the-road transportation named in governed tariffs or contracts (including any applicable minimum charge). The term 'line-haul charge' does not include any other accessorial charges named in this publication or in tariffs or contracts governed hereby.
- NOTE B The excess value charges named herein shall be shown separately on the Carrier's freight bill, and not part of the line-haul revenue.

(EXAMPLE Release value exceeds \$100,000):

Shipper states on the Bill of Lading, "Shipment has a Declared a Value of \$300,000.00 and weight of shipment is 40,000lbs.

Excess Value Charge calculated is

- 1) 40,000 lbs times \$2.50 equals \$100,000 which is the released value
- 2) \$300,000 minus \$100,000 (released value) equals \$200,000 excess value
- 3) .01 times \$200,000 equals \$2,000.00 in excess valuation charges

For explanation of abbreviations and references, see last page of tariff.

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CLAIMS LIABILITY AND LIMITATIONS

ITEM 2150

PACKING OR PACKAGING - SHORTAGE

Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

ITEM 2170

SPECIAL AND CONSEQUENTIAL DAMAGES

- (A) Carrier shall not be liable for special, incidental. indirect or consequential damages (including without limitation, lost profits or business opportunity), or punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay regardless of whether Carrier was aware of the possibility of such damages.
- (B) Unless arranged or agreed upon in writing prior to shipment, Carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch, as that term is defined at common law.

ITEM 2180

SPOTIED EQUIPMENT

Carrier responsibility for cargo begins when Carrier picks up a shipment from the Shipper's premises, or in the case of spotted equipment, when Carrier takes physical possession of the loaded trailer. Carrier's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

For explanation of abbreviations and references, see last page of tariff.

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CLAIMS PROCESSING AND SALVAGE

ITEM 2220

CLAIMS - APPLICABILITY OF REGULATIONS (See NOTE A)

The regulations set forth in Items 2230 thru 2280 shall govern the processing of claims for loss, damage, injury or delay to property transported or accepted for transportation, in Interstate or Foreign Commerce, subject to the Termination of Interstate Commerce Act (TICA).

NOTE A -- Carrier will not be liable regarding structural defects on the commodities hauled.

ITEM 2230

CLAIMS - FILING OF

- (a) CLAIMS IN WRITING REQUIRED A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by a Carrier unless filed in writing, as provided in sub-paragraph (b) below, with the receiving or delivering Carrier, or Carrier issuing the Bill of Lading, or Carrier on whose line the alleged loss, damage, injury or delay occurred, within nine months after delivery of the shipment, or if unable to make delivery, within nine months after loss occurs or otherwise according to the Bill of Lading or other contract of carriage and all other Tariff or Schedule provisions applicable thereto.
- (b) MINIMUM FILING REQUIREMENTS A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the Bill of Lading or contract of carriage for transportation, and (1) containing facts sufficient to identify the shipment (or shipments) of 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 shall be considered as sufficient compliance with the provisions for filing claims embraced in the Bill of Lading or other contract of carriage.
- (c) DOCUMENTS NOT CONSTITUTING CLAIMS Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by Carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, shall, standing alone, not be considered by Carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- (d) CLAIMS FILED FOR UNCERTAIN AMOUNTS whenever a claim is presented against a proper Carrier for an uncertain amount, such as "\$100 more or less" the Carrier against whom such claim is filed shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (b) above.
- (e) OTHER CLAIMS If investigation of a claim develops that one or more other Carriers has been presented with a similar claim on the same shipment, the Carrier investigating such claim shall communicate with each such other Carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation, on the part of each claimant, of its title to the property involved or its rights with respect to such claim.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

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CLAIMS PROCESSING AND SALVAGE

ITEM 2240

CLAIMS - ACKNOWLEDGEMENT OF

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

The Carrier shall at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgement of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved. At the time such claim is received the Carrier shall cause the date of receipt to be recorded on the face of the claim document and the date of receipt shall also appear in the Carrier's written acknowledgement of receipt to the claimant.

ITEM 2250

CLAIMS - INVESTIGATION OF

- (a) PROMPT INVESTIGATION REQUIRED Each claim filed against a Carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.
- (b) SUPPORTING DOCUMENTS When as necessary part of an investigation, each claim shall be supported by the original Bill of Lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made there from, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance or deductions of any nature what so ever and the terms thereof, or depreciation reflected thereon. Provided, however, that where the property involved in a claim has not been invoiced to the Consignee shown on the Bill of Lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, the Carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.
- (c) VERIFICATION OF LOSS A prerequisite to the voluntary payment by a Carrier of a claim for loss of an entire package or an entire shipment shall be the securing by it of a certified statement in writing from the Consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.

(change) ITEM 2260

CLAIMS - DISPOSITION OF

Each Carrier subject to the Interstate Commerce **Commission Termination** Act which receives a written claim for loss, damage, injury or delay to property transported shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the Carrier. Provided, however, that if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the Carrier shall at that time and at the expiration of each succeeding 60 day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making a final disposition thereof, and it shall retain a copy of such advice to the claimant in its claim file thereon.

For explanation of abbreviations and references, see last page of tariff.

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CLAIMS PROCESSING AND SALVAGE

(change) ITEM 2270

CLAIMS - OVERCHARGE (See NOTE A)

Overcharge Claims shall be presented on standard form for presentation of Overcharge Claims and must be supported by the following documents:

- (a) Original paid freight (expense) bill.
- (b) Original invoice or certified copy when claim is based on weight or valuation or when shipment has been improperly described.
- (c) Original Bill of Lading, if not previously surrendered to Carrier when shipment was prepaid or when claim is based on misrouting or valuation.
 - (d) Weight certificate, or certified statement, when claim is based on weight.
 - (e) Other facts obtainable in proof of overcharge claimed.

NOTE A - Overcharge Claims in the amount of \$25.00 or less or on shipments rated "per mile" for mileages not exceeding **twenty five (25)** miles will not be processed.

ITEM 2280

CLAIMS - PROCESSING OF SALVAGE

Whenever material, goods or other property transported by a Carrier subject to the provisions herein contained is damaged or alleged to be 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, the 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, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest herein. The Carrier shall make an itemized record 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. The Carrier also shall assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a Carrier or through a salvage agent or company in which the Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that Carrier's salvage records shall fully reflect the particulars of each such 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 hereinbefore prescribed, the Carrier shall record in its claim file thereon and lot 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 have received the same.

For explanation of abbreviations and references, see last page of tariff.

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SECTION 2300

COLLECTION AND PAYMENT OF FREIGHT CHARGES

ITEM 2320

ADVANCING CHARGES

- (A) Carrier, acting as agent of the Shipper, Consignee and/or Owner of the freight, may advance for collection from Shipper, Consignee and/or Owner of cargo the lawful charges of connecting air, motor Carrier, rail and/or water Carriers as well as storage and/or other lawful charges for property stored in public warehouse and/or other storage, including but not limited to docks, piers, wharfs, stevedore charge and/or fees, in bond and/or custom house charges, as well as charges paid by Carrier for any reason for which service rendered incidental to the transportation of any shipment. The charge for advancing monies under this ITEM shall be 25% of the advance, subject to a minimum charge of \$200.00 per advance.
- (B) When dunnage (stripping, sills, etc.) is obtained from, or an accessorial service is furnished by a party other than the line haul carrier, the total fee or charge made by such party shall be advanced and shown on the freight bill as "Advanced Charges". A copy of the receipt issued for such material or service, shall accompany the freight bill to support the advanced charge(s). The charge for advancing monies under this ITEM shall be 25% of the advance, subject to a minimum charge of \$200.00 per advance.

ITEM 2330

ASSUMPTION OF JOINT AND SEVERAL LIABILITY BY SHIPPER AND CONSIGNEE

- (A) In consideration for transportation services performed by Carrier for the mutual benefit of the Shipper and consignee under the terms of this Tariff, both Shipper and consignee shall assume joint and several liability for all freight charges accrued with regard to such transportation. In the event that freight bills are not paid by either the Shipper or the consignee, payment for such charges may be sought from either party or both parties. Shipper and consignee shall have express notice of the existence of such joint and several liability through the service of a copy of this Tariff upon duly authorized representatives of the Shipper and consignee.
- (B) If the Carrier or any agent for the Carrier accepts a shipment with Section 7 of the Bill of Lading signed, the Carrier will be deemed to reject the Section 7 notation, and will refer to Paragraph {A} herein and reserves the right to exercise all recourse of the assumption of joint and several liability by Shipper and consignee. Likewise, if Carrier or any agent of Carrier accepts a shipment where the Bill of Lading is marked as a third-party billing shipment, the Carrier will be deemed to reject the notation, and will refer to Paragraph (A) herein and reserves the right to exercise all recourse of the assumption of joint and several liability by Shipper and consignee.

For explanation of abbreviations and references, see last page of tariff.

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COLLECTION AND PAYMENT OF FREIGHT CHARGES

(change) ITEM 2340

COLLECTION OF FREIGHT CHARGES

- (1) The Carrier will not deliver or relinquish possession of any property transported by it until all tariff and/or contract rates and charges have been paid in cash, money order or bank cashier's check, except where other arrangements have been made. The Carrier may also refuse to deliver and retain possession of other goods belonging to the debtor which come into the possession of the Carrier if at any time the Shipper, Consignor, Consignee, or any other third party involved in the movement has failed to pay the freight charges for any other property previously transported by the Carrier for such debtor. If, upon inspection, it is ascertained that the article or articles actually shipped are not those described in the bill of lading, the tariff charges must be paid upon the article or articles actually shipped.
- (2) Rates and charges are stated in lawful money of the United States. Payment of charges must be made in funds of the United States of America.
- (3) Freight charges are payable to Carrier at the following address, P.O. Box 569, McDonough, Georgia 30253 unless otherwise specified in writing by Carrier.

(change) ITEM 2350

COD SHIPMENTS

Carrier will collect on delivery to Consignee for all COD shipments, by Money Order, Certified Check, Cashier's Check, or Consignee's Company Check, (including electronic check), unless otherwise instructed by Shipper in writing and agreed to by Carrier, subject to the following provisions and charges:

- (a) COD shipments will not be accepted or receipted for when billed to one firm or person with instructions to collect charges from another firm or person.
- (b) COD shipments will not be accepted with the privilege of examination or trial, or bearing instructions to make partial delivery.
- (c) The amount of COD bills for COD shipments must be collected at the same time such shipments are delivered to the Consignee.
- (d) Charges for collecting and remitting the amount of each COD bill shall be as follows:
 - (1) A charge of \$200.00 will be made when the amount collected is not exceeding \$50,000.00.
 - (2) If the amount collected is in excess of \$50,000.00, a charge of \$200.00 will be made, plus an additional charge of \$5.00 for each additional \$1,000.00, or fraction thereof, collected on that amount which is in excess of \$50,000.00.
- (e) Carrier will, upon written request from the Consignor, change the status of a COD shipment by increasing, reducing or canceling the amount of the COD, subject to the following provisions:
 - (1) The request must be received by the Carrier in time to accomplish the change requested prior to the effecting delivery of the shipment.
 - (2) A charge of \$50.00 per shipment will be made for increasing, reducing or canceling the COD amount. Such charge will be in addition to the COD collection fee, if any, applicable to the shipment.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

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(f) All Checks (including Company Checks, Electronic Money Orders tendered in payment of COD shipment risk, including, but not limited to. Risk of nonpayment, be Company Checks, cashier's Checks, Certified Cinstruments, and Carrier shall not be liable upon any succession.	s will be accepted by the Carrier at Shipper's forgery, and risk of instruments purporting to Checks or Money Orders being fraudulent
(g) There must also be shown on the Bill of Lading and purpose, or by showing in the right hand side in the space p accepts no such responsibility unless the amount is here sp following information:	d Shipping Order, in the space provided for this rovided, "If Charges are to be C.O.D., the Carrier ecified and this section signed by Consignor" the
C. O. D. Amount	
(Signature of Consignor)	
For explanation of abbreviations and references, see last pa	age of tariff.
ISSUED: July 1, 2019	EFFECTIVE: July 1, 2019
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Asa Moseley, Director of Traffic., P. O. Bo	ox 569, McDonough, Ga. 30253

COLLECTION AND PAYMENT OF FREIGHT CHARGES

(change) ITEM 2360

EXTENSION OF CREDIT, LATE CHARGES AND FORUM SELECTION

- (1) All transportation charges must be paid prior to delivery of a shipment, unless credit has been extended by the Carrier. Decisions on whether to extend credit shall be at the Carrier's sole discretion.
- (2) When credit has been extended by the Carrier, all transportation charges shall be paid in full within <u>15</u> days of presentation by the Carrier of a freight bill, including Saturdays, Sundays and legal holidays. Time of mailing shall be deemed to be the time of 'presentation' of freight bills; time **of receipt of** payment by the Carrier in the form of acceptable checks, drafts or money orders, shall be deemed to be the time of collection of the transportation charges.
- (3) Payments not made within 30 days of presentation of the freight bill shall be subject to a service charge of an amount equal to 1.5% per month, or fraction thereof, of the outstanding balance. Pursuant to 49 C.F.R. §377.203, notice is given that the only purpose of the service charge is to prevent a Shipper (or other payor of transportation charges) from having free use of funds due the Carrier; that payment delays are not sanctioned; and that failure to pay within the authorized credit period will, despite the provision for service charges, continue to require the Carrier, before again extending credit, to determine in good faith whether the Shipper will comply with the credit regulations in the future.
- (4) In the event payment is not made within 30 days of presentation of the freight bill and the Carrier deems it necessary to retain the services of a collection agency and/or an attorney to collect any outstanding indebtedness, then the liable party (i.e. Shipper, Consignee, or third party) shall pay to Carrier a collection fee in the amount of 15% of said total unpaid charges or \$200.00 whichever is greater. In the event that above 15% of unpaid charges or \$200.00 amount is prohibited by a state, federal, or local statute or regulation, then the charge to be assessed will be reduced to the maximum rate not otherwise prohibited.
- (5) The Consignor, Consignee and any other third party involved in the movement of any property shall remain liable for the transportation charges incurred, with the sole exception being the non-recourse provisions of the bill of lading, if exercised by the Shipper. The Shipper, Consignor, Consignee and any other party involved with the shipment shall be jointly and severally liable for said charges, regardless of any agreement between them with the respect to the party which may be primarily responsible for the payment of freight charges incurred.
- (6) All actions or proceedings instituted by Carrier for the collection of freight charges owed by the Shipper, Consignor, Consignee, or any other third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, shall be brought in the State Court of Henry County, Georgia. Such parties consent and submit to the exclusive jurisdiction of the state courts located in Henry County, Georgia, and any cause of action or suit hereunder must be brought by the parties in the State Court of Henry County, Georgia. The parties will not raise, and hereby waive, any defenses based on the venue, inconvenience of the forum, lack of personal jurisdiction, sufficiency of service or process or the like in any cause of action or suit brought in the State Court of Henry County, Georgia.

For explanation of abbreviations and references, see last page of tariff.

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COLLECTION AND PAYMENT OF FREIGHT CHARGES

ITEM 2365

INVOICES

Carrier shall submit an invoice to the specified party. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this Tariff.

ITEM 2370

LIEN FOR FREIGHT CHARGES

In addition to any lien rights granted to Carrier by applicable law, Carrier shall have a general possessory lien on shipments in its dominion and control for the payment of freight charges past and present

ITEM 2380

NONSUFFICIENT FUNDS (NSF) CHECKS

When checks are returned by payer's bank for non-sufficient funds, the payer will be assessed \$150.00 or such greater amount as allowed under applicable state law in addition to all other applicable charges herein.

ITEM 2390

PAYMENT WITHOUT OFFSET

Consignor and/or Consignee shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Tariff and neither consignor nor consignee shall deprive Carrier of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due.

ITEM 2400

PRIORITY OF FREIGHT CHARGE OBLIGATION

When arrangements are made with intermediaries for transportation services provided by Carrier and the intermediary in tum bills the Shipper or beneficial owner of the goods for freight charges inclusive of Carrier's rates, the following rules shall apply:

- (a) The intermediary will segregate money due owing to Carrier from other accounts.
- (b) The intermediary will pay Carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to Carrier.
- (c) When the arranger of transportation is a Carrier or freight forwarder, a constructive interline trust shall apply.
- (d) When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R. §3 71 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.

In no event shall an accounts receivable pledge or encumbrance by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to Carrier.

For explanation of abbreviations and references, see last page of tariff.

ISSUED: July 1, 2019 EFFECTIVE: July 1, 2019

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COLLECTION AND PAYMENT OF FREIGHT CHARGES

ITEM 2410

THIRD PARTY BILLING

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the Shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the Shipper or the consignee in the event full payment of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor and consignee is preserved with the Carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations.

For explanation of abbreviations and references, see last page of tariff.

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CHECK SHEET OF TARIFF PAGES

All of the pages contained in this Tariff are listed consecutively by number and revision number. The pages of the Tariff, and Supplements to the Tariff, listed on this page, bear issued dates which are the same as, or are prior to, the issued date of this page. "0" in the revision column indicates an original page.

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10	0	36	0	61	0	86	0
11	0	37	0	62	0	87	0
12	0	38	0	63	0	88	0
13	0	39	0	64	0	89	0
14	0	40	0	65	0	90	0
15	0	41	0	66	0	91	0
16	0	42	0	67	0	92	0
17	0	43	0	68	0	93	0
18	0	44	0	69	0	94	0
19	0	45	0	70	0	95	0
20	0	46	0	71	0		
21	0	47	0	72	0		
22	0	48	0	73	0		
23	0	49	0	74	0		
24	0	50	0	75	0		
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SUPPLEMENTS IN EFFECT

None

- + Indicates pages revised this date.
- 0 Indicates original page.

For explanation of abbreviations and references, see last page of tariff.

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EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS FOR STANDARD USE THROUGHOUT THE TARIFF, AS AMENDED

ABBREVIATON	
OR	EXPLANATION
REFERENCE	
MARK	
(A)	Addition.
(C)	Change in wording resulting in neither increases nor reductions.
(I)	Increase.
(R).	Reduction.
Conc.	Concluded.
Cont.	Continued.
HGB.	Household Goods Carriers' Bureau.
SDDC	Surface Deployment and Distribution Command

For explanation of abbreviations and references, see last page of tariff.

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