

# **LINKEX, INC.**

**MC 926082**

**MC 442995**

## **TARIFF GOVERNING RULES, REGULATIONS AND SCOPE OF OPERATIONS**

APPLICABLE ON SHIPMENTS  
BETWEEN POINTS IN THE UNITED  
STATES, CANADA, and MEXICO  
and INTERMODAL SHIPMENTS

**This Tariff Applies on International, Interstate, and Intrastate Traffic.**

**EFFECTIVE: April 1, 2018**

Issued by:

David Miller, Vice President/General Manager  
3535 North Houston School Rd., STE 200  
Lancaster, TX 75134

## SECTION 1 – GENERAL TERMS

### ITEM 100

### DEFINITIONS

1. Except as provided in ITEM 900, the term **“shipment”** means a lot of freight tendered by a shipper to a carrier at one place at one time for delivery to one consignee at one destination on one bill of lading.

2. The term **“point”** means a particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.

3. The term **“place”** means a particular street, address or other designation of the factory, store, warehouse, place of business or private residence at a “point.”

4. The term **“site”** means a particular platform or specific location for loading or unloading at a “place.”

5. The term **“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.

6. The term **“business day”** means each day, Monday thru Friday, excluding birthdays.

7. The term **“holiday”** means any day designated as a full holiday (not ½ day) nationally, by Federal or State Statute or by local proclamation. When the holiday falls on Sunday, the following Monday will be considered a “holiday.”

8. The term **“carrier”, “consignor”** or **“consignee”** include the authorized representatives or agents of such “carrier”, “consignor” or “consignee.”

9. The term **“Consignor or to load the shipment”** means the consignor will perform the complete service of loading the freight in or on the carrier’s truck and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished by and at the expense of the consignor.

10. The term **“Consignee to unload the shipment”** means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carriers’ truck.

11. The term **“ton-mile”** means a measurement of the freight transportation performed by the carrier on a given shipment, the total of which consists of the sum of the products obtained by multiplying the aggregate weight of the shipment in tons by the number of miles for which it is transported. As a measure of weight, a ton is 2,000 lbs.

NOTE A – The **“place”** shall include only contiguous property which shall not be deemed separated if intersected only by a public street or thoroughfare.

### ITEM 102

### BILLS OF LADING

The terms and conditions of the Standard Truckload Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only.

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## STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS

§ 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, or the act or default of the shipper or owner, or for natural shrinkage. 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, or resulting from a defect or vice in the property.

§ 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 by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

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

(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 filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder 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 avoid the policies or contracts of insurance. Provided, That the carrier reimburse the claimant for the premium paid thereon.

§ 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be stored in a public or licensed warehouse at the 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 receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction 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, 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, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

§ 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 indorsed hereon.

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

§ 7. (a) The consignor or consignee 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 the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has 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.

§ 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 value or otherwise, or 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.

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

(b) If all or any part of said property is carried by water, and the loss is carried by water 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.

**ITEM 105**                    **BILLS OF LADING, CONTRACTS AND AUTHORITY OF COMPANY PERSONNEL**

ONLY Carrier officials or personnel authorized to do so by the Carrier are empowered to enter into agreements or alter existing agreements. Authorized officials are Carrier personnel with the title of Vice President or higher. Terminal managers are not authorized personnel. Drivers employed or hired by Carrier are among those excluded from the category of authorized carrier personnel. Where a Bill of Lading issued by the shipper is signed for by the Carrier's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the entity to which to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by Carrier. Carrier drivers are not authorized to accept freight for which Section 7 is executed or to bind the company for other types of nonrecourse language.

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**ITEM 110**    **BROKERAGE AUTHORITY**

Linkex, Inc. has freight brokerage authority from the FMCSA, MC 442995. Carrier reserves the right to provide transportation service through its brokerage, rather than acting as motor carrier. In the event Carrier chooses to handle the shipment as a broker, Carrier's liability and obligations shall be as a broker and not a carrier. In the event that the broker is listed on the bill of lading as the carrier, this is for convenience only and is not intended to indicate that the broker is the carrier.

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**ITEM 115**    **SUBSEQUENT VERIONS OF THIS TARIFF**

When this tariff is amended, all shipments accepted by Carrier after the amendment are subject to the revision. The current tariff is available by request or at the Carrier's website.

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**ITEM 120**    **INTERPRETATION OF THIS TARIFF**

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Official of Carrier (see Item 105). This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment shall apply to the shipment.

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**ITEM 125**    **GOVERNING PUBLICATIONS**

This tariff is governed, except as otherwise provided herein, by the following described publications, and by supplements thereto or successive reissues thereof.

<b>KIND OF TARIFF</b>	<b>ISSUING AGENT</b>	<b>SERIES</b>
Mileage Guides	Household Goods Carriers Bureau, Agent	ICC HHG 100
	PC Miler by ALK	PC Miler
Rules	LinkEx, Inc.	Carrier Tariff

Note A – When an item is published in this tariff covering the same service as an item published in a tariff mentioned in this item, such item published herein, to the extent of its application, will apply in lieu of the items published in tariff's mentioned in this item.

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**ITEM 130**

**INTERSTATE VS. INTRASTATE**

The rules set forth in this Circular shall apply to all shipments handled by Carrier regardless of the origin or destination.

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**ITEM 135**

**MILEAGE GUIDE**

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Shipper utilizing the most recent edition of the following mileage guide:

**PC Miler Practical (Latest Revision)**

**Mileage on shipments stopped in transit for partial loading and/or partial unloading will be determined by calculating the mileage from origin to final destination via the point or points at which vehicle is stopped for partial loading or unloading.**

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**ITEM 140**

**NON APPLICATION OF TARIFF**

Where Carrier has published a specific tariff for a shipper, the terms of that pricing/tariff shall apply in lieu of this tariff.

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**ITEM 145****NOTICE AND AMENDMENTS**

Upon written request, Carrier will provide its customers and shippers with copies of all applicable rules and rates. Rules and accessorial charges are available on Carrier's web site.

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**ITEM 150****OPERATING AUTHORITY**

Carrier has 48 state irregular route authorities within the United States. Copies of the operating certificate are available upon request.

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**ITEM 155****PARTICIPATING CARRIERS**

Motor carriers party to this tariff are shown below:

<b>SCAC</b>	<b>Carrier Name And MC Number</b>	
<b>SMOO</b>	LinkEx, Inc.	MC 926082

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**ITEM 160****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.

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**ITEM 165****REGULATED VS. EXEMPT**

The rules set forth in this Circular shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by 49 U.S.C. § 14706 (the Carmack Amendment), or, where applicable, the Carriage of Goods by Seas Act (COGSA).

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**ITEM 170****WAIVER**

Carrier's failure to enforce the terms of this Tariff shall not be a waiver of the Carrier's rights to do so in the future.

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**ITEM 175****CONSENT TO JURISDICTION**

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Unless the Carrier and purchaser of carrier's services have previously agreed in writing to proceed otherwise, the Carrier and the purchaser of carrier's services consent to the exclusive personal jurisdiction of the State and Federal Courts applicable to Lancaster, Texas for filing all civil actions arising out of the transportation services performed, or to be performed by Carrier. To the extent not inconsistent with federal statutes, regulations, or common law, this Circular, all other contractual agreements between Carrier and the purchaser of carrier's services, and all rights, duties, and obligations between Carrier and the purchaser of carrier's services shall be governed by the law of the State of Texas, without regard to its choice of law provisions.

## SECTION 2- OPERATIONS

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### ITEM 200

#### APPLICATION OF CIRCULAR

Each provision of this rule circular shall apply to each transportation agreement entered into by carrier unless expressly waived in a signed, written agreement.

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### ITEM 205

#### APPOINTMENTS/PICKUP & DELIVERY TIMES

Pick-ups and deliveries shall be during customer's normal business hours. Appointments shall be made at no charge. Carrier shall not be liable for late deliveries or un-kept appointments. Consignee shall facilitate prompt unloading in the event of missed appointments.

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### ITEM 210

#### COMMODITY LIMITATIONS

Carrier does not provide service related to transportation of jewelry, objects of art, currency, documents, and items of unusual value or rare metals. Unless otherwise indicated herein or agreed to by contract, Carrier does not provide temperature controlled service. Shipper may not attempt, through internal packaging or otherwise, to ship temperature sensitive freight through Carrier. This includes packing freight in containers or dry ice or any other attempt to transform non refrigerated service into temperature controlled service.

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### ITEM 215

#### CONVENIENCE INTERLINING

In order to provide the most efficient, economical service to the shipping public, Carrier will utilize the service of the other named carriers participating in this tariff to achieve the transportation service required for tendered shipment, EXCEPT if bills of lading covering tendered shipments are noted by shippers that "convenience interlining not applicable", convenience interlining will not be utilized. Interchange of freight of service will be at points common to the authorized service of Carrier. Shipments accorded "convenience interlining" shall move on the bill of lading of Carrier, who shall assume responsibility for the lading, and such shipments shall be charged for service performed exclusively by Carrier.

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### ITEM 220

#### DROPPED TRAILERS

Carrier may, for the convenience of its customers, drop trailers at a designated location. Carrier's customer assumes responsibility for loss of damage to such trailers until such time as Carrier accepts the freight tendered on the dropped trailer. Carrier has no liability for loss or damage to freight on a dropped trailer until such time as Carrier's driver accepts such freight.

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**ITEM 225****HAZ-MAT SHIPMENTS**

All loads requiring the Carrier's driver to have a current Haz-Mat endorsement will be subject to a surcharge of \$100.00 per load. This surcharge will be added as a separate line item to the freight bill.

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**ITEM 230****IMPORT & EXPORT FREIGHT – CANADA/MEXICO**

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 Canadian or Mexican Customs. Carrier does not represent and specifically disclaims any knowledge or expertise in proper customs clearance and inspection matters. Carrier is not responsible for the acts or omission of any 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 Customs Agent (and the Customs Agent's 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.

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**ITEM 235****IMPRACTICAL OPERATIONS**

Nothing in this rule circular shall require the carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier to operate vehicles because of:

- (A) The condition of roads, streets, driveways, or alleys;
  - (B) Inadequate loading or unloading facilities; or  
Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.
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**ITEM 240****INDEMNITY**

Carrier and shipper will each indemnify, defend and hold the other harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits and expenses ("Costs") resulting from personal injury, property damage (other than cargo), or violation of the law caused by their respective negligent or wanton acts or omissions.

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**ITEM 245****INTERMODAL SHIPMENTS**

Carrier does participate in the Uniform Intermodal Interchange Agreement (UIIA). See Section 6 for rules applicable to Intermodal Shipments.

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**ITEM 250****ON-HAND SHIPMENTS**

From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of Carrier is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or

suitable place or to store the lading properly. Carrier shall (a) place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) if disposition instructions are not given by Shipper within ten (10) days of Carrier's initial notification to Shipper, Carrier may offer the lading for public sale. In the case of perishable lading, Carrier may dispose of the lading at a time and in a manner Carrier deems appropriate. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier shall use any commercially reasonable steps to abide with such instructions. Shipper will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so.

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**ITEM 260****PACKAGING REQUIREMENTS**

Where packing requirements are not otherwise provided by tariff or contract, the packaging requirements of NMFC will apply. Where packing requirements are provided in this tariff, rates provided therewith will apply only when the article or articles are packed in accordance with such packing requirements, except that rates subject to such packaging requirements will apply also when the article or articles so packed as required are placed on pallets.

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**ITEM 262****PACKING OR PACKAGING, BLOCKING, RACKS, STANDARDS OR SUPPORTS**

Any temporary blocking, flooring or lining, racks, pallets, standards, stakes or similar bracing, dunnage or support or other commonly used items not constituting a part of the truck when required to protect and make freight secure for shipment, will be furnished and installed at the expense of the shipper unless Carrier has agreed to supply said equipment free of charge. The weight of this equipment shall be considered part of the shipment.

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**ITEM 265****PICKUP & DELIVERY SERVICE**

The rates names herein include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

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**ITEM 270****RIGHT TO OPEN/INSPECT**

Carrier reserves the right to open/inspect any freight which has been accepted for shipment, including loads that have been sealed.

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**ITEM 273****SERVICE STANDARDS**

Unless Guaranteed Service is requested and agreed to by an authorized agent of Carrier (See Item 105), freight shall be delivered upon reasonable dispatch. Appointment times and notations such as "must deliver by" on the bill of lading are insufficient to alter the reasonable dispatch standard unless Guaranteed Service is requested and agreed to. To request Guaranteed Service and for terms and conditions, call Carrier Pricing Department at \_\_\_\_\_.

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**ITEM 275****SHIPPER LOAD & COUNT**

All shipments shall be loaded by the consignor and unloaded by the consignee. Carrier's drivers are instructed to sign bills of lading as shipper load and count or "SLC". Inadvertent omission of this notation shall not result in a presumption of carrier liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

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**ITEM 280****SUBSTITUTED SERVICE**

For its operating convenience, carrier reserves a right to hire other carriers qualified subcontractors to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to shipper by this circular, bill of lading, and/or contract will be provided.

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**ITEM 285****TERRITORIAL SCOPE**

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC 926082: "To operate as a common carrier, by motor vehicle."

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**ITEM 290****WEIGHTS**

1. Minimum weights shown herein apply to each vehicle used.
2. Maximum weight per vehicle shall be 45,500 lbs.
3. Weights include pallets or other shipping materials.

## SECTION 3 – RATES AND ASSESSORIAL CHARGES

### ITEM 300 ADDITIONAL CHARGES – SAME DAY DELIVERY

On shipments requiring delivery the same calendar day as that of pick up charges will be 125% of the normal linehaul rate.

### ITEM 302 APPLICATION OF CERTAIN RATES

1. Rates, rules and commodity columns published in this guide apply for the account of carrier to the extent authorized.

2. Except as otherwise provided, volume or truckload rates apply only when a volume or truckload of freight is shipped from one point (or places within plant of one shipper) in one day by one shipper, on one bill of lading, for delivery to one consignee at one destination. When a volume or truckload rate is used, charges will be assessed at the volume or truckload minimum weight or actual weight, whichever is greater.

3. Except as otherwise provided, when a number of different articles for which rates are provided when in straight volume or truckload shipments, are shipped at one time by one consignor to one consignee at one destination on one bill of lading, each commodity will be charged for at its actual gross weight at the straight volume or truckload rate applicable to that article. The volume or truckload minimum weight will be the highest provided for any article in the mixed shipment and any deficit in minimum weight will be charged for at the highest volume or truckload rate applicable to any article in the mixed shipment.

4. If a lower charge results from the application of a specific volume or truckload mixture, then under the provisions of Paragraph 3, such lower charge will apply.

5. Subject to the provisions of Paragraphs 3 and 4, when the aggregate charge upon the entire shipment is made lower by considering the articles as if they were divided into two or more separate volume or truckload shipments, the shipment will be charged for accordingly.

NOTE A – The provisions of this item will also apply on volume or truckload shipments accorded stop-in transit privileges where such privileges are authorized.

### ITEM 305 CUSTOMER REQUESTED DEADHEAD

\$1.45 per mile from point of dispatch to the loading location will be charged.

### ITEM 310 FUEL SURCHARGE

Unless otherwise agreed to, the following fuel surcharge will apply between Carrier and shipper:

#### **FUEL SURCHARGE SCHEDULE AND AGREEMENT**

Fuel Surcharges shall be determined weekly using average self-service pump prices for the first Monday of each week from the DOE U.S. Average Retail Diesel Price Index.

The Fuel Surcharge is based on a cents per mile basis and will run from the first Monday of each week.

DOE Fuel <u>Index Range</u>	Truckload Fuel Surcharge <u>Cents Per Mile</u>	DOE Fuel <u>Index Range</u>	Truckload Fuel Surcharge <u>Cents Per Mile</u>
\$1.090 to \$1.114	\$0.000	\$2.290 to \$2.314	\$0.240
\$1.115 to \$1.139	\$0.005	\$2.315 to \$2.339	\$0.245
\$1.140 to \$1.164	\$0.010	\$2.340 to \$2.364	\$0.250
\$1.165 to \$1.189	\$0.015	\$2.365 to \$2.389	\$0.255

\$1.190	to	\$1.214	\$0.020	\$2.390	to	\$2.414	\$0.260
\$1.215	to	\$1.239	\$0.025	\$2.415	to	\$2.439	\$0.265
\$1.240	to	\$1.264	\$0.030	\$2.440	to	\$2.464	\$0.270
\$1.265	to	\$1.289	\$0.035	\$2.465	to	\$2.489	\$0.275
\$1.290	to	\$1.314	\$0.040	\$2.490	to	\$2.514	\$0.280
\$1.315	to	\$1.339	\$0.045	\$2.515	to	\$2.539	\$0.285
\$1.340	to	\$1.364	\$0.050	\$2.540	to	\$2.564	\$0.290
\$1.365	to	\$1.389	\$0.055	\$2.565	to	\$2.589	\$0.295
\$1.390	to	\$1.414	\$0.060	\$2.590	to	\$2.614	\$0.300
\$1.415	to	\$1.439	\$0.065	\$2.615	to	\$2.639	\$0.305
\$1.440	to	\$1.464	\$0.070	\$2.640	to	\$2.664	\$0.310
\$1.465	to	\$1.489	\$0.075	\$2.665	to	\$2.689	\$0.315
\$1.490	to	\$1.514	\$0.080	\$2.690	to	\$2.714	\$0.320
\$1.515	to	\$1.539	\$0.085	\$2.715	to	\$2.739	\$0.325
\$1.540	to	\$1.564	\$0.090	\$2.740	to	\$2.764	\$0.330
\$1.565	to	\$1.589	\$0.095	\$2.765	to	\$2.789	\$0.335
\$1.590	to	\$1.614	\$0.100	\$2.790	to	\$2.814	\$0.340
\$1.615	to	\$1.639	\$0.105	\$2.815	to	\$2.839	\$0.345
\$1.640	to	\$1.664	\$0.110	\$2.840	to	\$2.864	\$0.350
\$1.665	to	\$1.689	\$0.115	\$2.865	to	\$2.889	\$0.355
\$1.690	to	\$1.714	\$0.120	\$2.890	to	\$2.914	\$0.360
\$1.715	to	\$1.739	\$0.125	\$2.915	to	\$2.939	\$0.365
\$1.740	to	\$1.764	\$0.130	\$2.940	to	\$2.964	\$0.370
\$1.765	to	\$1.789	\$0.135	\$2.965	to	\$2.989	\$0.375
\$1.790	to	\$1.814	\$0.140	\$2.990	to	\$3.014	\$0.380
\$1.815	to	\$1.839	\$0.145	\$3.015	to	\$3.039	\$0.385
\$1.840	to	\$1.864	\$0.150	\$3.040	to	\$3.064	\$0.390
\$1.865	to	\$1.889	\$0.155	\$3.065	to	\$3.089	\$0.395
\$1.890	to	\$1.914	\$0.160	\$3.090	to	\$3.114	\$0.400
\$1.915	to	\$1.939	\$0.165	\$3.115	to	\$3.139	\$0.405
\$1.940	to	\$1.964	\$0.170	\$3.140	to	\$3.164	\$0.410
\$1.965	to	\$1.989	\$0.175	\$3.165	to	\$3.189	\$0.415
\$1.990	to	\$2.014	\$0.180	\$3.190	to	\$3.214	\$0.420
\$2.015	to	\$2.039	\$0.185	\$3.215	to	\$3.239	\$0.425
\$2.040	to	\$2.064	\$0.190	\$3.240	to	\$3.264	\$0.430
\$2.065	to	\$2.089	\$0.195	\$3.265	to	\$3.289	\$0.435
\$2.090	to	\$2.114	\$0.200	\$3.290	to	\$3.314	\$0.440
\$2.115	to	\$2.139	\$0.205	\$3.315	to	\$3.339	\$0.445
\$2.140	to	\$2.164	\$0.210	\$3.340	to	\$3.364	\$0.450
\$2.165	to	\$2.189	\$0.215	\$3.365	to	\$3.389	\$0.455
\$2.190	to	\$2.214	\$0.220	\$3.390	to	\$3.414	\$0.460
\$2.215	to	\$2.239	\$0.225	\$3.415	to	\$3.439	\$0.465
\$2.240	to	\$2.264	\$0.230	\$3.440	to	\$3.464	\$0.470
\$2.265	to	\$2.289	\$0.235	\$3.465	to	\$3.489	\$0.475
				\$3.490	to	\$3.514	\$0.480

***\*\*To calculate surcharge at a fuel index above \$3.514, add \$.005 to the surcharge for each \$.025 increase in the index***

**ITEM 315**

**AFTER HOURS PICKUPS AND DELIVERIES BY SPECIAL REQUEST**

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On shipments requiring pickups and deliveries on weekends, holidays, and after hours by special request for the charges will be 125% of the normal linehaul rate. In addition, detention as otherwise provided herein shall apply between the time of arrival and loading or unloading and/or the time of subsequent dispatch.

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**ITEM 317**

**ALTERATION—RATES AND WEIGHTS**

- (a) Where different rates on the same article or articles, based on different minimum weights are provided, the lowest charge obtainable under the different rates, and minimum weight applicable thereto (or actual weight if greater) will be applied.
- (b) In no case shall be the charge for any shipment be greater than the charge for a greater weight of the same commodity, from and to the same points via the same routes.

**ITEM 320**

**APPLICATION OF ACCESSORIAL CHARGES**

In addition to the line haul or base rate for any shipment and unless otherwise agreed in writing, the following accessorial charges shall apply and shall be reflected on the Carrier's invoice for service rendered.

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**ITEM 325**

**COLLECT ON DELIVERY (COD) SHIPMENTS**

Collect on delivery (COD) shipments will be accepted subject to the following:

- 1. Carrier must be notified at least 24 hours prior to tender of the shipment that it is "COD".
- 2. The letters "COD" or "Collect on Delivery" must be shown in large, bold print on the shipping document immediately before the name of the consignee.
- 3. Unless otherwise specified on the shipping document, only bank cashier's check, certified check or money order will be accepted. Carrier will accept payment only as an agent of the shipper, and carrier's responsibility is limited to the exercise of due diligence in forwarding payment to shipper.
- 4. Subject to a minimum charge of \$25.00 or the charge will be computed at the ratio that \$25.00 bears to \$1000.00.
- 5. In the event the Shipper of Consignor fails to follow the procedures of this Item with regard to "COD" shipments, Carrier shall have no liability for the failure to collect the proper payment
- 6. In the event Carrier fails to collect payment, Carrier's maximum liability shall be as if the freight were lost in transit pursuant to Section 4.

**ITEM 327**

**CONTROL OR EXCLUSIVE USE OF VEHICLE**

**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 in which it is to be transported. The carrier has control of the vehicle and the restricted right to:

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

**SECTION 2 – EXCLUSIVE USE OF VEHICLE**

- (a) When exclusive use of Carrier's equipment is requested or demanded by the shipper or consignee to meet the needs of special conditions, charges thereon will be computed as the applicable rate and minimum weight thereto, but not less than a minimum charge based on 44,000 pounds at the applicable rate for each vehicle used.
- (b) When the shipper or the carrier by instructions of the shipper, affixes the shipment to or in the carrier's vehicle by means of a numbered seal and such seal number appears on the bill of lading of shipping instructions, such shipment will be given exclusive use of the vehicle subject to the provisions of Paragraph (a) of this item.

(c) Subject to availability of equipment, exclusive use of the vehicle shall be provided when the bill of lading or other written instructions bears the statement that exclusive use is required or requested, and such service will not be provided unless the bill of lading is so annotated or other written instructions are provided.

**ITEM 330**

**DETENTION - VEHICLE WITH POWER UNITS**

**Vehicle with Power Units** – When through no fault of the carrier, its vehicle is delayed or detained at place of loading or unloading, the following will apply:

1. **Two (2) Hours** free time will be allowed to load and **Two (2) Hours** free time will be allowed to unload each van trailer.
2. Time will be computed from arrival until departure of the vehicle, including waiting time in reaching or leaving the loading or unloading site.
3. Unless otherwise agreed to, free time will begin when vehicle arrives within one hour of its scheduled appointment time.
4. A charge of \$60.00 per hour or fraction thereof will be assessed for the first hour of delay or detention beyond free time; after one hour the charge will be calculated at \$15.00 for every fifteen minutes or fraction thereof. Maximum charge is \$600.00.
5. If Carrier misses its appointment time by more than one hour, free time will be extended by three hours, not counting the hours during which consignee is closed.
6. If free time is exceeded, the driver upon leaving the plant where the vehicle has been loaded or unloaded, will request a plant representative to sign a detention form showing the date and time of arrival, the date and time loading or unloading was completed and the reason for such delay. Should the customer representative refuse to sign the detention form, the driver will note that fact on the form. A copy of the detention form will accompany all bills for demurrage rendered by the carrier as proof of delay.

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**ITEM 335**

**DETENTION - VEHICLE WITHOUT POWER UNITS**

Subject to availability of equipment, upon customer request carrier will spot tank trailers at customer facility for use as temporary storage. Charges for such service will be as follows:

- (a) The charge for use of carrier trailers will be covered by letter agreement between the parties, including a charge for the cleaning of carrier equipment upon release by customer. Carrier reserves the right to remove the trailer(s) if needed for revenue service. Charges in paragraphs (b) and (c) shall be in addition to the use charges.
- (b) If the equipment to be spotted at customer's facility is used to transport a revenue load to effect placement, no additional linehaul charge will be assessed. If carrier must move the equipment empty to customer's facility a charge of \$1.45 per mile, minimum \$145.00, will be assessed from carrier's terminal to the customer location and return.
- (c) A charge of \$1.45 per mile is applicable for the bobtail roundtrip miles from Carrier terminal to customer's plant location and return when carrier picks up a dropped trailer, subject to a minimum charge of \$145.00. Distances shall be determined as provided in ITEM 510.

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**ITEM 336**

**DETENTION FOR REFRIGERATED CARGO IN CONTAINERS**

Except as otherwise provided herein, when due to no disability, fault, or negligence on the part of the carrier, loading or unloading is delayed and carrier's equipment is detained at the sit of loading or unloading, the following rules will apply:

- (a) Free time for loading or unloading shall be as follows: Three hours for loading and three hours for unloading
- (b) Loading or unloading time will run from the carrier's vehicle arrives at site of loading or unloading until such time all connections have been removed, necessary shipping and receiving documents have been executed and the vehicle is released for departure.
- (c) Time consumed in excess of free time for loading or unloading will be charged for at the rate of \$75 per hour or fraction thereof, subject to a maximum charge of \$650 in any twenty-four hour period.
- (d) If free time is exceeded, the driver, upon leaving the plant where the vehicle has been loaded or unloaded, will request a plant representative to sign a detention form showing the date and time of arrival, the date and time loading or unloading was completed and the reason for such delay. Should the customer representative refuse to sign the detention form, the driver will note that fact on the form. A copy of the detention form will accompany all bills for demurrage rendered by the carrier as proof of delay.

**ITEM 337**

**ESCORT VEHICLE WITH DRIVER**

Carrier will provide one motor vehicle and one driver for each trailer transported at rates provided in this guide. When additional motor vehicles are requested, such additional motor vehicles shall be furnished by the carrier at a charge of fifty-five (55) cents per mile per vehicle, and an additional charge of seventy (70) cents per mile per man for the driver or drivers. Aggregate charges for such additional motor vehicles and/or driver or drivers, are not to exceed one hundred twenty-five (125) center per mile per vehicle.

**ITEM 338**

**HOURLY CHARGE**

Upon agreement between the carrier and the customer, the carrier will furnish a tractor and trailer at a charge of \$75.00 per hour or fraction thereof. A two-hour minimum will apply, and all charges will be subject to carrier's fuel surcharge provision.

**ITEM 339**

**HOURLY CHARGE LOWBOY AND TRACTOR**

Upon agreement between carrier and customer, the carrier will furnish a tractor and lowboy trailer at a charge of \$130 per hour or fraction thereof. If required, customer will be charged cost of permit, plus \$5 administrative fee. A two-hour minimum will apply. No fuel surcharge will apply to lowboy moves.

**ITEM 340**

**LAYOVER PROVISION**

When, due to no fault of the carrier, driver and vehicle are required to layover to wait for loading or unloading of a shipment, a charge of \$60.00 per hour plus motel costs will be charged to the party responsible for the layover.

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**ITEM 345**

**LIABILITY FOR ACCESSORIAL CHARGES**

Carrier reserves the right to bill and collect accessorial charges from the consignor or consignee which incurred those charges.

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**ITEM 350**

**LOADING AND UNLOADING**

(a) Except as otherwise provided herein, rates named in this guide do not include loading or unloading of the shipment. Shipper may perform such loading and consignee such unloading. All freight so loaded by the shipper shall be properly packed and braced by the shipper to protect against damage during the course of normal transportation. Carrier will not be responsible for any damage to a shipment at origin, destination, or enroute which is directly caused by improper, careless or inefficient preparation for shipment, or loading or unloading by shipper or consignee.

(b) When the consignor or consignee is unable to or elects not to perform the loading or unloading, service, and upon request of consignor or consignee, the carrier, at its option, will secure the services of a contractor for their performance only on the condition that a contract specifying fully the service to be performed and the charges agreed upon is duly executed. Such services will be charged to the requesting party.

(c) Upon the request of shipper, carrier will transfer non-hazardous product from railcars owned or leased by the shipper or consignee, into carrier's tank trailers for a charge of \$5.00 per 2,000 pounds, provided the railcars are properly staged. Each individual transfer is subject to a minimum weight of 44,000 pounds. Detention charges will apply as indicated in this guide.

(d) Upon the request of shipper, carrier will transfer hazardous materials from railcars owned or leased by the shipper or consignee into carrier's tank trailers for a charge of \$7.00 per 2,000 pounds, provided the railcars are properly staged. Each individual transfer is subject to a minimum weight of 44,000 pounds. Detention charges will apply as indicated in this guide.

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**ITEM 355****LOADING AND UNLOADING UPON ARRIVAL**

In the absence of an agreement with respect to an appointed time of pickup or delivery, consignor shall load and consignee shall unload carrier's equipment within the allotted free time provided herein upon arrival if, during ordinary business days, as set forth herein. If carrier arrives before or after business hours as defined herein, free time begins at the commencement of the next business day.

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**ITEM 360****OVERLOAD – OVERWEIGHT**

**Loading with Power/Driver** – When due to no fault of the carrier, a shipment exceeds the legal gross weight limit allowed by state regulations, a charge of **\$1.45** per mile from the nearest scale back to the shipper's facility will apply. Customer will then have two hours of free time to correct the weight problem, after which an additional charge of \$60.00 per hour will be assessed for detaining the vehicle up to a maximum allotment of 8 hours.

**Loading without Power/Driver** – When due to no fault of the carrier, a shipment exceeds the legal axle and/or gross weight allowed by state regulations, a charge of **\$1.45** per mile from the nearest scale back to the shipper's facility will apply. Customer will then have two hours of free time to correct the problem, after which an additional charge of \$60.00 per hour will be assessed for detaining the vehicle up to a maximum allotment time of 8 hours.

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**ITEM 362**

**OVERDIMENSION AND OVERWEIGHT**

**PART 1 – OVERWIDTH SHIPMENTS**

On shipments which contain articles of one piece or unit of dimensions indicated herein, charges shall be as follows:

WIDTH		PERCENTAGE OF APPLICABLE RATE
EXCEEDING	BUT NOT EXCEEDING	
10 Feet	12 Feet	125
12 Feet	14 Feet	250
14 Feet		300

**PART 2 – OVER LENGTH SHIPMENTS**

On shipments which contain articles of one piece or unit of dimension indicated herein, charges shall be as follow:

LENGTH		PERCENTAGE OF APPLICABLE RATE
EXCEEDING	BUT NOT EXCEEDING	
45 Feet	55 Feet	110
55 Feet	65 Feet	115
65 Feet	75 Feet	125
75 Feet	100 Feet	150
100 Feet		200

**PART 3 – OVERWEIGHT SHIPMENTS**

On shipments which contain particles of one piece or unit of dimensions indicated herein, charges shall be as follows:

Where height of shipment as loaded in or on the vehicle is 15 PERCENTAGE OF APPLICABLE RATE  
 Feet or more measured from ground level . . . . . 200

**ITEM 365**

**PALLET EXCHANGE**

**Not available**

**ITEM 367**

**PARTICULAR ROUTES**

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Where the shipper or consignee requests transportation of shipment over a particular route longer than the practical route, or if operation over the most practical route is not feasible because of operating conditions, hazards, load limitation of the highway bridges, underpasses or other highway limitations, the computation of highway distances will be made over the actual route of movement and determined as follows:

- (a) **RESTRICTIONS, COMMODITY RATES:** When shipments would be subject to specific commodity rates in Section 1 and become involved in a situation requiring the handling of shipments via circuitous routes, the rates published in Section 1 will not apply. If operation over the most practical route is not permitted,

due to the limitation in carrier's operating authority, the mileage computed over the most practical route authorized in carriers certificate will apply.

- (b) SPECIAL PAPERS: When shipments move under special permits as required by or obtained from a Municipal or State Regulatory body, which specified the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the route specified in the special permit.
- (c) BILL OF LADING NOTATION: When shippers or consignees request a shipment move over a particular route longer than the most practical route, notation must be made on the bill of lading or shipping order by the shipper to that effect.

NOTE A – Mileage will be determined as provided in PC Miler 20 and all other versions hereinafter and shall be the practical route provided therein.

#### ITEM 370

#### RECONSIGNMENT

1.

Shipments transported under the provisions of this guide may be reconsigned or diverted, subject to the following conditions:

- (a) The term "consignment or diversion" means any one of the following:
  - 1. A change in the name and address of consignor or consignee.
  - 2. A change in the destination.
  - 3. Any other instructions given by consignor, consignee or owner necessary to effect changes in delivery.
- (b) A request for consignment or diversion must be made or confirmed in writing, and proof of ownership must be established by surrender of the original bill of lading or any other means.
- (c) When a consignment or diversion order is received by a carrier, a diligent effort will be made to locate the shipment and to effect the requested change, but carrier will not be responsible for failure to effect such change.
- (d) A charge of \$60.00 will be made for each shipment reconsigned or diverted under these rules.
- (e) The rates to be applied on shipments accorded consignment or diversion privileges are the rates in effect on the date of the shipment, and charges shall be determined on the basis of the distance from origin to final destination via the consignment or diversion points.

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#### ITEM 375

#### REDELIVERY

1.  
2.

When delivery of a shipment is tendered to consignee, as specified in the bill of lading or as otherwise directed, in advance of delivery, by consignor or consignee, and through no fault or negligence of carrier, delivery cannot be accomplished, but must be made at a later time or date, requiring return of shipment to carrier's terminal, and a subsequent re-delivery, carrier will be compensated at the rate of 145 cents per round trip mile, to and from its terminal, subject to a minimum of \$145.00 in addition to all other charges.

Where carrier's route of movement requires traversing toll bridges or ferries or when the use of toll roads reduces mileage to the extent of lowering the total re-delivery charges, under this rule, such tolls will be for the account of consignee.

For each 24 hour period that the load is held in the carrier's vehicle, starting from time shipment is originally tendered for delivery, there will be a \$50 charge for use of the trailer. This charge will not apply if delivery is accomplished within 12 hours of original tender of delivery.

Free time, as provided in Item 330, will be computed and allowed only once on a shipment, subject to this rule, after which normal detention charges will apply.

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**ITEM 380**

**ROUND TRIP RATES**

1. Must be booked as a round trip on the original tender and so noted on the original bill of lading;
  2. Must be reloaded at its mid-point within 2 hours;
  3. Must be no other stops in transit;
  4. Detention charges are in effect for the entire trip;
  5. No stop-off charges are assessed but fuel surcharges apply to the entire trip (origin to destination x 2)
- 

**ITEM 385**

**STOPPING IN TRANSIT**

Shipments may be stopped in transit to complete loading or for partial unloading subject to the following:

1. The shipment must be covered by one shipping document naming a single shipper and origin and a single consignee and destination.
  2. The shipping document must show the point (s) at which stops are to be made with a complete description of the kind and quantity of freight to be loaded or unloaded at each stop.
  3. All stops for loading must be completed before the first stop for unloading.
    - a. No substitutions or exchange of freight may be made at stop-off points.
  4. When stop-off(s) are required on shipments subject to rates stated in dollars per vehicle used, the rate will be calculated as follows:
    - a. Divide the per vehicle used by charge by the miles from origin to destination to obtain the base rate per mile.
    - b. Multiply the base rate per mile obtained in Paragraph 4-1 above by the total miles from origin via stop-off(s) to final destination. Additional charges for each stop to complete loading or for partial unloading, exclusive of stops at origin and final destination, shall be:
      - i. \$125.00 for the first stop;
      - ii. \$225.00 for the second stop;
      - iii. \$425.00 for the third stop;
      - iv. \$425.00 for each stop in excess of three.
  5. Except as shown in Paragraph 4 above, rates will be assessed based on the mileage – via each stop-off point. Additional charges for each stop to complete loading or for partial unloading, exclusive of stops at origin and final destination, shall be:
    - i. \$125.00 for the first stop;
    - ii. \$225.00 for the second stop;
    - iii. \$425.00 for the third stop;
    - iv. \$425.00 for each stop in excess of three.
  6. All charges for shipments subject to the provisions of this item must be PREPAID.
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**ITEM 390**

**TEAM SERVICE**

Charge shall be an additional ten percent (10%) of the line-haul charges.

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**ITEM 395**

**VEHICLE FURNISHED BUT NOT USED**

Where the carrier is requested to dispatch a vehicle to a point of origin designated by the shipper, or other designated party, and such vehicle is dispatched but is not used due to no fault of the carrier, a charge of \$300.00 per vehicle may be assessed. Additionally, a charge of **\$1.45** per mile to next pick-up point will be assessed.

WEIGHING VEHICLES—CHARGE FOR

Where a vehicle is weighed on a public scale at the request of shipper or consignee, a charge of \$25.00 shall be assessed for each service (see NOTE A), in addition to the applicable charges on the shipment.

NOTE A – The word “service” as used in this rule shall be considered to mean weighing the vehicle empty and loaded.

WEIGHTS—GROSS WEIGHTS AND DUNNAGE

Where a volume or truckload minimum weight is specified in this guide in connection with a rate on a given commodity, at least that amount of that commodity must be tendered as one shipment and loaded in or on one vehicle in order to apply that rate.

Where more than one vehicle is required to transport a shipment, each vehicle will be subject to the volume or truckload minimum weight shown.

Charges shall be computed on gross weight of shipments, including the weight of temporary flooring, blocking, racks, standards, stakes or similar bracing, dunnage or supports.

Any temporary blocking, flooring, or lining, racks, standards, strips, stakes or similar bracing, dunnage, or supports not a part of the vehicle, when required to protect shipments for transportation, must be furnished and installed by the shipper except that such materials as may be furnished by the shipper maybe installed by the carrier at a charge for labor necessary for such installation at the rate of \$25.00 per hour or fraction thereof, for each man.

WEIGHT LAWS

The publication within this guide of any TL min. wt. does not authorize any departure from the provisions of the weight laws of any state.

A weight published herein is applicable in connection with any TL min. wt. and will apply on when equipment necessary to comply with the weight laws of any state is provided by the carrier for the transportation of the TL shipment.

## SECTION 4 – FREIGHT CLAIMS

### ITEM 400

#### ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher released values (limitations of liability) than those indicated in this Section by contacting Carrier's Pricing Manager by calling Carrier. Any such alternative rate shall be reflected by the insertion of the higher released value and specially assigned identification number on the bill of lading at the time of pick-up.

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### ITEM 405

#### CLAIMS LIABILITY

Liability for claims shall be governed by 49 USC § 14706. Carrier shall not be liable to the owner of property for damage, loss or delay caused by (1) an act of default of the shipper, owner or consignee, or their agents; (2) an Act of God, (3) the public enemy, (4) act of the public authority; (5) inherent vice of the goods (6) freezing or spoiling of any perishable goods or property. Claims involving intrastate shipments and shipments of exempt commodities shall be subject to this Section. Liability shall be limited to actual loss to the goods. Transportation costs shall not be considered part of the claim if the claim is for invoice value of the goods.

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### ITEM 410

#### CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 and the STBOL) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

- (A) 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 thirty (30) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (B) Carrier shall, at the time each claim is received, create a separate file and assign thereto a specific unique 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 acknowledgment 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, 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 carrier's written acknowledgment of receipt to the claimant.
- (C) Claims in writing are required within nine (9) months from the date of delivery or from the time when delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (D) of this Item with carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract carriage, and all rules circular provisions applicable thereto. Claims for concealed damages must be submitted to carrier within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- (D) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier and

shipper 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 claims 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 contract of carriage or applicable contract between carrier and shipper. Any communication from the claimant that fails to meet these minimum filing requirements shall not constitute a valid claim.

- (E) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.
- (F) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as "\$100 more or less," carrier 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 (D) above.
- (G) Each claim filed against 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. Unless perishable commodities are involved, the shipper or consignee in possession shall afford carrier five (5) days to inspect any damaged shipment prior to dispensation.
- (H) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the 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, carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.
- (I) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipments 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.
- (J) Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by carrier; provided, however that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, carrier shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon. Any communication from Carrier that does not agree to pay the claim in full as submitted by the claimant shall be deemed a denial of the claim as submitted.

**ITEM 415**

**CLAIMS LOSS & DAMAGE – ACCEPTANCE OF GOODS**

The consignee must accept the goods upon delivery unless they are determined to be totally worthless.

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**ITEM 420****CLAIMS LOSS & DAMAGE – CLEAR DELIVERY**

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.

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**ITEM 425****CLAIMS LOSS & DAMAGE – SALVAGE**

- (A) Whenever property transported by carrier 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, carrier, after giving due notice, wherever 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 competent salvage agent. 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 thereon. 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. Carrier shall also 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 filled thereon.
  - (B) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
  - (C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the 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 receive the same.
  - (D) To the extent that the Shipper asserts that the goods should be destroyed, Carrier remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.
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**ITEM 430****DISPOSITION OF OVERAGE**

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by carrier upon request in return for payment of carrier's applicable freight charges. In the event consignor and consignee decline to accept overages and mitigate damages, carrier shall treat any overage as salvage and after notice shall sell same in accordance with the bill of lading contract and the terms of this circular. The proceeds of any such sale less carrier's freight and storage charges shall be remitted to the person or persons lawfully entitled to receive same. Carrier shall not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

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**ITEM 435****INADVERTANCE CLAUSE**

If a shipper declares a value exceeding \$2.50, per pound per article or \$100,000.00, per truckload, without insertion of the corresponding specially assigned identification number (Item 400), the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value of \$2.50 per pound per article or \$100,000.00 per truckload, whichever is less, and the shipment will move subject to such limitation of liability.

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**ITEM 440****RELEASED VALUE DECLARATION**

Unless otherwise agreed to in writing, Carrier's cargo liability is limited to a maximum of (1) any limitation contained in any tariff, circular, bill of lading, or contract applicable to the shipment, (2) \$2.50 per pound, or (3) \$100,000 per trailer load, whichever is least. In the event weight is relevant to the determination, only the portion of the freight lost or damaged is to be considered in the calculations.

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**ITEM 445****RELEASED VALUATION/USED GOODS**

Unless otherwise agreed in writing, all used goods are released to a maximum evaluation of \$.25 per pound per article. Any goods that are other than new are deemed used (e.g., refurbished, reconditioned, display or demonstration models).

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**ITEM 450****RELEASED VALUATION/MEXICO AND CANADA**

The Carmack Amendment and the above provisions relating to domestic transportation will apply to shipments while within the physical borders of the United States and within the jurisdiction of the Secretary of Transportation. While a shipment is outside the borders of the United States, the Carmack Amendment shall not apply. Carrier shall have no liability for delay, loss or damage when it is not in physical possession of the freight. To the extent liability cannot be excluded completely, the released rates shall be as set forth below:

- a. Canada - Carrier's maximum liability will be the lesser of \$2.00 per pound per package or any limitation provided for by Canadian or provincial law for loss occurring in Canada.
- b. Mexico - Carrier's maximum liability will be the lesser of \$.10 per pound per package or any limitation provided for by Mexican federal or state law for loss occurring in Mexico.

Losses of uncertain location shall be presumed to occur outside the United States.

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**ITEM 455****SEALED TRAILERS**

In the event Carrier takes possession of a sealed trailer, delivery of the trailer with seal in-tact (absent evidence of tampering with the trailer, doors, or hinges) conclusively defeats any claim of a shortage. Claims for an absent or missing seal may only be asserted by the Shipper if the Shipper has adequate procedures in place for verifying that the seal was in place when the trailer left origin and only when there is proof of actual damage to the goods, verified by testing or other procedures. Carrier shall have no liability for cargo loss, damage or shortage where any seal is removed by order of any law enforcement or governmental authority.

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**ITEM 460****SHORTAGE**

Carrier will not be responsible for shortage on shipments that 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.

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**ITEM 465****SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES**

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. Additionally, Carrier shall not be liable for attorney's fees of the Shipper.

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**ITEM 470****SPOTTED EQUIPMENT**

Carrier responsibility for cargo begins when Carrier picks up a shipment from the Shipper's dock, 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.

## SECTION 5 – FREIGHT CHARGES

### ITEM 500

#### COLLECTION AND PAYMENT OF CHARGES

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered. Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them **net thirty (30) days from date of the invoice** or as otherwise agreed to with shipper in writing from the presentation of the freight bill.

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### ITEM 520

#### INTEREST & FEES ON PAST DUE ACCOUNTS

Carrier will assess one and one-half percent (1½%) per month on past due indebtedness for collection, handling, late fees and interest. In the event carrier deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, shipper shall pay attorney's fees and costs. Additionally, if carrier has afforded discounts to the payor of freight charges, carrier has the right to revoke all discounts and to collect the full, published rates when timely payment has not been made.

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### ITEM 530

#### INVOICES

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this circular.

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### ITEM 540

#### JURISDICTION AND VENUE OF COLLECTION SUIT

All action or proceedings instituted by Carrier for the collection of freight charges owed by the shipper, consignor, consignee or third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, where the Carrier initiates a lawsuit, such suit shall be brought in a state or federal court of competent jurisdiction embracing Lancaster, Texas, or where the debtor resides (at the option of Carrier). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.

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### ITEM 550

#### LIEN FOR FREIGHT CHARGES

Carrier shall have a possessory lien on shipments in its dominion and control for the payment of current and past due freight charges. Shipper's goods will be held and sold pursuant to the Carrier Lien provisions of the Uniform Commercial Code. Carrier reserves the right to convert any shipment to a collect shipment.

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### ITEM 560

#### PAYMENT WITHOUT OFFSET

Shipper, Consignor and/or Consignee, or its broker or agent, 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 shipper, consignor, or consignee shall not deprive Carrier of the claims process by unilateral deduction of claims from payment of freight charges due.

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**ITEM 570****PRIORITY OF FREIGHT CHARGE OBLIGATION**

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

1. The intermediary will segregate money due owing to carrier from other accounts.
2. 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.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Carrier preserves recourse for payment of all freight charges to the consignor or shipper, unless Section 7 of the STBOL (see Item 100) is signed. When Section 7 of the STBOL is signed, Carrier reserves the right to collect freight charges from the consignee.

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**ITEM 580****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 consignor on prepaid shipments or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the shipper, consignor, or consignee will be accepted provided recourse to the shipper or consignor is reserved with the carrier picking the shipments 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. Any such shipment will not be accepted if the consignor executes a non-recourse (Section 7) provision of the bill of lading. If such a shipment is inadvertently accepted, the execution of the non-recourse (Section 7) provision of the bill of lading shall be invalid, and the shipment shall be considered prepaid, with the shipper or consignor remaining liable for payment of freight charges.

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**ITEM 580****UNDERCHARGE/OVERCHARGE CLAIMS**

Any claim for overcharges of freight bills must be submitted within 180 days of shipment date and must be submitted by the responsible party of the freight charges. Any claim for undercharges of freight bills must be submitted by the carrier to the payor of the freight charges within 180 days of the shipment date.

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## SECTION 6 – INTERMODAL SHIPMENTS

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### ITEM 600

#### APPLICABILITY

This Section applies to all movements on intermodal equipment governed by the Uniform Intermodal Interchange Agreement or any substantially similar organization or arrangement. Unless otherwise stated in this Section, the provisions of the remainder of this Tariff continue to apply.

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### ITEM 610

#### ARRIVAL NOTICE

1. Actual tender of delivery at consignee's place constitutes notice of the arrival of a shipment.
  2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment:
    - (a) The notice will be given by telephone, if convenient and practicable; otherwise by mail or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
    - (b) If the consignee's address is unknown to the carrier, the notice will be mailed to him at the post office serving the point of destination shown on the Bill of Lading.
    - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by, the addressee) at 8:00 A.M. on the first business day after it was mailed.
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### ITEM 615

#### CLAIMS FOR OCEAN FREIGHT

1. Section 4 is amended for freight subject to an ocean bill of lading.
  2. Freight moving under an ocean bill of lading shall be governed under the Carriage of Goods by Seas Act. Freight shall be considered moving under an ocean bill of lading if the bill of lading is a through bill of lading, regardless of whether carrier issues a separate shipping document for any inland transportation.
  3. The released rate on ocean freight is the least of any limitation contained in any applicable tariff, circular, or contract, \$500 per package, or actual loss.
  4. The number of packages shall be determined by the number stated on the bill of lading under the column designated "packages" or "pieces." If no number is designated, or if "1" is the number of packages or pieces, the container itself shall be the package.
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### ITEM 620

#### CUSTOMS – OCEAN FREIGHT

1. Line haul charges on shipments requiring United States Customs Clearance at a point other than the final destination, will be assessed on the basis of rates applicable from points of origin to the point of United States Customs Clearance and from the point of United States Customs Clearance to the final destination, subject to a minimum charge of \$100.00.
2. Freight moving In Bond may not be included in the same shipment on the same Bill of Lading and Shipping Order with freight not moving In Bond.

3. Shipments awaiting Customs Clearance will be subject to the Detentions and Charges as provided in Items 330, 350 and 650 and such charges, if any, will be paid by the party responsible for the line haul freight charges.

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**ITEM 630**

**HUBBING CONTAINERS**

When containers must be stored on carrier's yard before being turned in to the port, a minimum dray charge of \$75.00 for the first 48 hours or fraction thereof will apply. If containers are stored on carrier's yard for a period of more than 48 hours an additional charge of \$35.00 per day or fraction thereof will apply. These charges apply when container cannot be terminated at the port due to Shipper related causes, which include but are not limited to loading container before port can receive it, rolled bookings, verification, etc.

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**ITEM 640**

**LOADING AND UNLOADING CONTAINER**

Except as otherwise provided herein, the complete loading and/or unloading service, as the case may be, of the shipment including the count hereof must be performed by the shipper or consignee at his expense, without any assistance from the carrier. The carrier's employee and power unit is to be released while loading and/or unloading is performed. At carrier's option, the carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.

1. The complete loading service includes the loading of the shipment into or on the container or trailer and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.

2. The complete unloading service means that the consignee must remove the shipment from the position in which it is transported in or on the container or trailer. The consignee will be responsible for removal of all packing materials, dunnage, blocking, bracing, nails and excess product or waste, etc. or will be subject to a \$100.00 cleanout fee.

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**ITEM 650**

**PER DIEM / DETENTION / DEMMURAGE**

Carrier will comply with all Equipment Interchange Agreements in accordance with UIIA provisions. However, all chassis/container use and per diem charges incurred will be assessed to customer to include an additional 10% administration fee or \$10.00 per box, whichever is more. All per diem charges will be assessed to customer at termination of equipment back to provider. The charges will be calculated based on free time agreement between customer and steamship line. If customer does not provide details of customer's free time agreement with steamship line then standard free time will apply based on the interchange agreement between the steamship line and carrier. Charges for per diem will be determined by either the interchange agreement between carrier and steamship line or customer agreement with steamship line. Interchange charges will apply in the absence of customer/steamship Line agreement. Computation of time to begin at Out-gate from the port or off port depot and end at In-gate to port or off port depot. Free time will then be applied to total time in the computation of per diem charges.

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**ITEM 660**

**PREARRANGED SCHEDULING OF VEHICLE  
ARRIVAL FOR LOADING AND UNLOADING**

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Upon reasonable request of consignor, consignee, or others designated by them and subject to the provisions contained herein, carriers will, without additional charge, prearrange schedules for the arrival of vehicles, for loading or unloading shipments governed by Items 330, 350, 610, and 650.

1. Request for prearranged scheduling may be oral or in writing.

2. Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.

3. The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in applicable tariff.

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**ITEM 670****TERMINAL CHARGES AT PORT/RAILHEAD**

Unless otherwise provided, the rates and charges published in this tariff do not include tollage, wharfage, usage, loading or unloading charges, or any other port terminal charges at piers, wharves, dockside terminals or warehouses, and carriers will not absorb said charges.

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**ITEM 680****UNDELIVERED FREIGHT**

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier can not locate the consignee, or if freight can not be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is being stored and the reason therefor.

2. Undelivered shipments will be subject to Storage.

3. On undelivered shipments, disposition instructions printed on the Bill of Lading, shipping label or container will not be accepted as authority to reship, return or reconsign a shipment or to limit.

4. Carrier may elect to handle undelivered freight pursuant to the terms of Item 250.

5. Shipments of freight which are refused by the consignee or which through no fault of the carrier cannot be delivered at destination, may at direction of consignor or owner be returned at one-half the rate applying the reverse direction. PROVIDED, that the full amount of freight charges in both directions shall have been paid or guaranteed by owners.

## SECTION 7 – OVERDIMENSIONAL FREIGHT

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### ITEM 700

### OVERDIMENSIONAL FREIGHT

SEE ITEM 362.

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### ITEM 710

### PERMITS

- (a) When a shipment of any kind, which due to unusual size, shape or weight, requires special permits from the State Highway Department, Departments of Cities, Counties or Municipalities, the cost of such permits will be charged to the shipper or party requesting movement of the shipment, by whom the freight charges are to be paid. When such permits are required, the cost of obtaining these permits shall be charged to the shipper or party requesting movement of the shipment, subject to a minimum charge of \$40.00.
- (b) When a shipment of any kind, which due to unusual size, shape or weight, requires a flagman or flagmen to accompany the vehicle, rates in Paragraphs (1) and (2) will be charged to the shipper or party requesting movement of the shipment, subject to a minimum charge of \$40.00.
  - (1) For each flagman, accompanying and transported in the vehicle in or on which the shipment is being transported, a charge of \$20.00 per hour (See NOTE A) will be made.
  - (2) For each flagman as escort in a vehicle other than the vehicle in or on which the shipment is being transported, a charge of \$20.00 per hour (See NOTE B) per such other vehicle, with flagmen will be made.
- (c) The carrier will advance all expenses (including telephone and telegraph tolls) necessary to secure such licenses or permits, or will pay as incurred, all bridge, ferry, highway tunnel or other public charges of like nature, which are incurred in the handling of any such shipment which would not normally be required on shipments not requiring permits. All such expenses or charges shall be in addition to other charges provided in this guide and shall be collected from the shipper or party requesting movement of the shipment. Except for the minimum charge of \$40.00 in Paragraph (a) and the flagman charges in Paragraph (b), evidence of payment of such other charges shall be furnished to shipper or party requesting movement of the shipment upon request.

**NOTE A** – Time will be computed from time flagman reports for duty at point and time designated by shipper or party requesting movement of the shipment, until released, but not to exceed 16 hours in any one day.

**NOTE B** – Time will be computed from time vehicle with flagman leaves carrier's terminal nearest point of origin until return to such terminal, but not to exceed 14 hours in any one day.