

## RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

These rules (sometimes referred to as "rules" or "tariff", which are subject to amendment, shall be applicable to all common and contract carriage by this Carrier, except to the extent (1) prohibited by law, or (2) expressly agreed to otherwise by this Carrier and its Shipper/Customer in writing by specific negative reference hereto.

Carrier is not bound to transport property in any particular vehicle, in time for any particular market or markets, other than to transport the merchandise with reasonable dispatch.

All authorities are over Irregular Routes, except as otherwise provided herein

## SCOPE OF OPERATIONS AND LIABILITY - OPERATING AUTHORITY

As a regulated motor carrier, this Carrier's operations are governed by its various operating authorities, a listing of which Carrier will provide upon request. Unless otherwise compelled by law, Carrier shall not be responsible for claims or losses occurring or arising outside of Carrier's operating authority (e.g. in Mexico, Latin America or South America), nor for claims or losses involving interlining or connecting carriers, cartage services, freight brokers, customs brokers, lumpers, agents or any other person or transportation company other than this Carrier itself. This Carrier's joint participation in any shipment, rate or other aspect of transportation shall not create any agency, partnership or similar relationship or liability with respect to any shipment, claim or loss.

APPL	JCATI(	ON

# **DEFINITIONS GENERAL**

Except as otherwise provided in tariffs making reference to this tariff, or as otherwise provided herein, the following terms shall be given the meaning provided:

BUSINESS HOURS:	Those hours during which persons in the community or trade generally keep their stores, offices, plants, etc. open for the transaction of business to all concerned.
CHARGES:	Accessorial and line-haul charges.
FLATBED:	A semi-trailer with a load-carrying bed or platform of not less than 48 feet in length.
LOAD:	The amount of freight transported or to be transported on a vehicle at one time.
PER LOADED MILE:	All miles from point of origin of a shipment to point of final destination of all or any portion of a shipment.

For explanation of abbreviations and reference marks, see last page of tariff.

# RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

#### APPLICATION

# **DEFINITIONS GENERAL** (cont'd)

Except as otherwise provided in tariffs making reference to this tariff, or as otherwise provided herein, the following terms shall be given the meaning provided:

PER TON MILE	2,000 pounds of freight transported one (1) mile
PER TON	Weight of 2,000 pounds
PER VEHICLE	The quantity of freight tendered on a shipment that safely, properly, and lawfully can be
USED:	transported on one vehicle as one load and at one time.
POINTS IN THE	All points within the contiguous United States, except points in Alaska or Hawaii.
UNITED STATES:	
SHIPMENT:	A quantity of freight received from one shipper, at one point of origin, or from places within a
	single plant, at one time, for one consignee at one destination and covered by one bill of lading
	or written shipping order, for transportation in one vehicle, unless otherwise provided.
VEHICLE:	A semi-trailer 48 feet in length, 8-9 feet in width not exceeding 5 feet from ground or road level
II .	

## ACCEPTANCE OF FREIGHT -- RESTRICTIONS GOVERNING

Carrier is not obligated 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.

## **APPLICATION OF RATES**

Except as otherwise specifically provided, when there are conflicting rates in effect on a shipment, the provisions specifically established for the payer (See Note A) of the freight bill will take precedence over and will apply to the exclusion of any other rate. This rule applies also in those cases when the excluded provisions would have produced lower charges.

EXAMPLE 1: On third party payer bills, the rate established for the third party payer will supersede the

application of the consignor's or consignee's rate.

EXAMPLE 2: On prepaid shipments, the consignor's rate will supersede the application of the consignee's. EXAMPLE 3: On collect shipments, the consignee's rate supersedes the application of the consignor's rate.

After a shipment has been delivered, changes in the payment terms of the bill in order to obtain lower charges will not be accepted.

All rates are in U.S. funds, except where otherwise provided.

Note A: The payer is the party designated by the shipper, at the time of shipment, that is liable for the freight charges.

## APPLICATION OF RATES – LOAD CONFIRMATION SHEETS

In the event Customer elects to use load confirmation sheets or other similar shipping documentation ("documents") for the purposes of arranging transportation services to be provided by the Carrier, such documents shall be solely for the purpose of establishing the identity of the shipper, consignee, receiver, customer, pick-up and delivery appointments, and any other additional services required. Rates and/or charges applicable for such transportation services shall be those currently existing in Carrier's contracts and/or tariffs. Exceptions must be pre-approved in writing by an authorized representative of the Carrier prior to the date of the shipment.

For explanation of abbreviations and reference marks, see last page of tariff.

#### RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

# APPLICATION

## APPLICATION OF RATES – DECLARED VALUE / CONDITIONS OF ACCEPTANCE

Carrier's rates are premised upon declared shipment values of not more than \$100,000 per truckload of new cargo (\$10,000 per truckload of used or reconditioned cargo or product), and Carrier's acceptance of shipments for transportation is conditioned upon such declared values. Regardless of the transportation rate charged for any shipment, Carrier's liability shall not exceed the foregoing declared and agreed values not shall Carrier's liability be greater than as set forth in this section and Customer shall be barred from claiming or collecting damages exceeding the above-mentioned agreed and declared values, unless Carrier has expressly agreed in advance to accept shipments of greater value in a writing signed by Carrier's president or vice president. Absent such a prior signed agreement, Carrier's liability shall not exceed the foregoing declared and agreed values regardless of the transportation rate charge for any shipment.

# APPLICATION OF RATES- HAZARDOUS WASTE OR SUBSTANCES, AND RADIOACTIVE WASTE MATERIALS

Carrier will not transport shipments of hazardous waste, hazardous materials or substances for disposal, or radioactive waste material. Shipper shall be responsible for draining all fluids from machinery before loading. Shipper shall be responsible for any related clean up costs, lost productivity, and driver detention in the event fluids are not properly and completely drained.

# ARBITRARY CHARGE - NEW YORK, DISTRICT OF COLUMBIA

On shipments originating at, destined to or through Long Island, NY; Staten Island NY; Manhattan, NY; Queens, NY; Bronx, NY; or the District of Columbia (DC), a charge of \$850.00 shall be assessed, in addition to all other applicable charges. Applies to three-digit Zip Codes: NY (100-104; 110-119); DC (200; 202-205)

## **ADVANCING CHARGES**

No charges of any description will be advanced to shippers, owners, consignees, their warehousemen, or agents, except inbound freight and handling charges, cartage charges, storage charges, or other transportation charges, and only when reshipping document or bill of lading is endorsed by the shipper guaranteeing all advance charges.

# NO AGENT OF CONSIGNEE OR CONSIGNOR

Property destined to, or taken from, a station, wharf, landing or other place at which there is no regularly appointed representative or agent of the shipper or consignee, due to act or omission of shipper or consignee (except in case of Carriers' negligence), shall be received from or delivered to such stations, wharves, landings or other places at owner's risk until such trailers are attached to and after they are detached from power units. Where Carrier is directed to deliver property transported by motor vehicle at a particular location where consignee or consignee's agent is not regularly located, the risk after delivery shall be that of the owner.

# **BILL OF LADING -- STRAIGHT BILL**

A shipping receipt, bill of lading or comparable documentation in a generally accepted form will be issued for each shipment, but the absence or loss of such shipping documentation, in and of itself, shall not relieve either party of its obligations or responsibilities hereunder with respect to any shipment. If and to the extent that standard-form bills of lading, etc., are employed by the parties as shipping documentation for individual shipments, the pre-printed and/or referenced standardized terms and conditions of such bills of lading/documentation shall have no application to the parties' shipments to the extent they contradict or otherwise conflict with these rules.

For explanation of abbreviations and reference marks, see last page of tariff.

MELTON TRUCK LINES, INC.
RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF
APPLICATION
ATLICATION
BILL OF LADING STRAIGHT BILL (cont'd)
Common carriage shipments are governed by applicable mandatory law regarding common carriage and, except to the extent they
contradict or otherwise conflict with these rules, also by the contract terms and conditions of the "Uniform Straight Bill of Lading." The pre-printed and/or standardized terms and conditions of the bill of lading or other shipping documents shall be inapplicable to contract carriage to the extent they contradict or otherwise conflict with these rules.
Except as otherwise provided, the name and address of only one shipper and one consignee and only one destination 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 state, the name of the county must be shown.
For shipments to or from Mexico, the customs broker shall clearly be listed as the consignee. In the event the bill of lading issued is a "through bill of lading," it is understood that in no way will Carrier be responsible for or accept responsibility for loss or damage which:
<ol> <li>Southbound Mexico loads – is not noted on the BOL before the broker takes possession of the trailer.</li> <li>Northbound Mexico loads – is noted on the BOL before Carrier is given possession of the trailer.</li> </ol>
BILL OF LADING ORDER BILL
Carrier will not accept for transportation shipments tendered on Order Notify Bills of Lading or Sight Draft Bills of Lading.
For explanation of abbreviations and reference marks, see last page of tariff.
EFFECTIVE: January 1, 2021

#### RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

#### APPLICATION

#### **CARGO LIABILITY**

This Carrier's quoted transportation rates and acceptance of shipments is conditioned and premised upon the declared and assumed values set forth herein which shall represent the Carrier's maximum possible liability regarding any shipment, and also upon the further liability limitations set forth herein which, to the extent applicable and not expressly prohibited by mandatory governing law, shall further govern and limit the Carrier's liability.

The Carrier's liability is limited only to that portion of any transportation directly handled by this Carrier and occurring within the U.S.A. and/or Canada. Any transportation or billing arrangements made by this Carrier regarding a shipper's freight transportation outside the U.S.A. and/or Canada (including but not limited to any quotation of through rates for transportation into or out of Mexico) are made by this Carrier solely as an accommodation and convenience to the shipper, but shall not create any liability with respect to any claim or loss arising or occurring outside of the U.S.A. and/or Canada.

Furthermore, with respect to interline or multimodal shipments originating or ending outside the U.S.A. and/or Canada, Carrier's liability shall be further limited to collision damage to the cargo while being transported by Carrier within the boundaries of the U.S.A. and/or Canada, and all other or liability claims (including but not limited to weather damage, internal damage from bumping/shaking, theft, shortage, Mexican damage, etc.) shall <u>not</u> be Carrier's responsibility. Carrier is not liable whatsoever for cargo loss or damage in Mexico under a through and/or international Bill of Lading or otherwise. If this geographical liability limitation is ineffective for any reason, then Carrier's liability will be limited to the lesser of (1) five U.S. cents per pound (\$0.05/lb.) or (2) the current standard liability limitation under Mexican law for uninsured goods for which no higher valuation has been declared, with claims for such Mexican losses to be asserted within the time limits provided under Mexican law.

The Carrier shall be liable only for loss, damage or failure of performance in accordance with 49 U.S.C. § 14706, other applicable laws or the terms of any applicable agreement. In no event shall the Carrier be liable for incidental, consequential, indirect or similar special damages, nor for claims excluded from carrier liability under the Uniform Straight Bill of Lading. The Carrier also shall not be responsible for the acts or omissions of lumpers, cartage agents, customs brokers, Mexican interline carrier or other third parties who may be involved in the handling or transportation of cargo.

Subject to the declared value limitations herein, the measure of loss for cargo damage, loss or injury or delay occurring in the U.S.A. and/or Canada while in this Carrier's custody or possession or subject to this Carrier's control shall be the lesser of: (1) the shipper's cost of damaged cargo or (2) the damaged cargo's fair market value, less any reasonable salvage value in either case.

For explanation of abbreviations and reference marks, see last page of tariff.

## RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

## APPLICATION

# CARGO LIABILITY - GLASS BREAKAGE

Carrier will not be liable for glass breakage when:

- 1. The breakage does not originate directly above a wedge or movable foot, or
- 2. The breakage originates inside a pack the face of which
  - a. is not directly against the trailer frame, or
  - b. is not directly underneath and in contact with the trailer straps.

## CLAIM PROCEDURES - APPLICABILITY OF REGULATIONS

Shipper shall notify Carrier in writing within twenty-four (24) hours of discovery of any cargo damage leading to a claim. Procedurally, all freight and cargo claims shall be handled in accordance with the freight and cargo claim procedures of the Uniform Straight Bill of Lading and the federal freight claim regulations (currently 49 CFR 370 *et seq.*) in effect on the date of the event leading to the claim and shall be governed by the time limitations thereunder.

## PROCEDURES FOR REPORTING CONCEALED DAMAGE

When damage to contents of a shipping container is discovered by the consignee which could not have been determined at time of delivery, it must be reported by the consignee to the delivering carrier upon discovery and a request for inspection by the Carrier's representative made. Consignee shall notify the delivering Carrier of any loss or damage within fifteen days of delivery date of the shipment. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail. If more than fifteen (15) days pass between date of delivery of shipment by Carrier and date of report of loss or damage, and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the Carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by Carrier. While awaiting inspection by Carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered.

# OVERCHARGE AND UNDERCHARGE CLAIM PROCEDURES

Overcharge and undercharge claims shall be governed by the I.C.C. Termination Act of 1995.

# **COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**

Unless otherwise agreed in writing, collect on delivery (C.O.D.) shipments will be accepted only subject to the following provisions and charges:

For explanation of abbreviations and reference marks, see last page of tariff.

#### RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

## **APPLICATION**

# COLLECT ON DELIVERY (C.O.D.) SHIPMENTS (cont'd)

Unless otherwise agreed in writing, collect on delivery (C.O.D.) shipments will be accepted only subject to the following provisions and charges:

- (a) Prior to tender of the shipment to the Carrier, shipper or owner must give written notice to the Carrier, that a C.O.D. shipment will be made. The notice must specify origin, destination, name of consignee and amount of C.O.D.
- (b) Shipments must be tendered on uniform straight bill of lading forms. Only one C.O.D. amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on bill of lading and shipping order. There must also be shown on bill of lading and shipping order in the space provided for this purpose or in the lower left hand corner of space provided for description of articles, special marks and exceptions, the following information:

Collect on delivery \$		and remit	remit to:	
		S	Street	
		(	City	
Sta	te	7	Zip	
C. O. D. Charge to be paid by:	Shipper ( )	Consignee	( )	

- (c) C.O.D. provisions must apply to the entire shipment. Shipments will not be accepted on a partial C.O.D. basis.
- (d) If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order, copy of the bill of lading and the shipping order must show the following information: "Attached invoice (or invoices) to accompany shipment to destination".
  - (e) C.O.D. 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.
  - (f) C.O.D. shipments will not be accepted with the privilege of examination or bearing instructions to make partial delivery.
- (g) Only certified check, money order or bank cashier's check will be accepted in payment of C.O.D. amounts and the charge for collecting and remitting to the amount of the bills for C.O.D. shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading and shipping order.
- (h) When consignor, in writing or by endorsement on bill of lading and shipping order, authorizes the Carrier to accept consignee's check made payable to the consignor on C.O.D. shipments, the Carrier shall not be liable in any case, including in the case of acceptance of the wrong form of payment or of a form of payment in violation of these rules, except for the exercise of due care and diligence in securing and forwarding such check in whatever form to the consignor, and the charge for collecting and remitting must not be included in the check or money order made payable to the consignor. In all cases, Shipper bears the risk of non-payment and forgery. Carrier's liability for damages resulting from the collection of C.O.D. charges shall not exceed the C.O.D. surcharge.
  - (i) All C.O.D. shipments will incur a surcharge of no less than \$150 per load.

For explanation of abbreviations and reference marks, see last page of tariff.

# RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

## APPLICATION

#### CUSTOMS OR IN-BOND FREIGHT

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

- (A) 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 order.
- (B) Each package must be plainly marked, labeled, or tagged by consignor to show "IN-BOND".
- (C) Shipments moving under Melton Truck Lines, Inc. United States Customs Bond will be subject to a charge of \$235.00 per vehicle used to transport the shipment. The charge is to cover special handling, and will be in addition to all other lawful charges.
- (D) 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 the following:
  - 1. DISTANCE RATES -- The rate 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.
  - 2. 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 105% of the short-line mileage, the distance rate will apply.

## DETENTION OF VEHICLE AND OVERNIGHT AND WEEKEND LAYOVERS

#### **SECTION 1 – DETENTION OF VEHICLES**

Except as otherwise specifically provided, Carrier will allow two (2) hours to load and two (2) hours to unload each shipment. When not due to disability, fault or negligence on the part of the Carrier, the loading or unloading of freight is delayed and Carrier's equipment is detained at or on the premises of consignor or consignee or at the place designated by consignor or consignee for receipt or delivery of freight, the following provisions will apply:

When loading or unloading of freight is delayed beyond free time authorized herein, a charge of \$150.00 per hour, billed in 15 minute increments, will be assessed from expiration of free time until equipment is released by the consignor or consignee. The maximum detention charge in a 24-hour period is \$850. Shipper is accountable for detention occurring at origin and destination.

Telephone, Email, or Fax notification regarding loading/unloading detention warnings or advisements are sent as a courtesy only and not a requirement on behalf of Carrier and as such is not a prerequisite to collection of detention charges. Customer, Shipper, Broker who contracts the load with Carrier is responsible for payment of loading/unloading detention charges.

Time consumed in loading or unloading freight shall be computed from time of arrival or scheduled loading time until departure of the vehicle, including waiting time in reaching or leaving the loading or unloading location, and will be subject to the following conditions:

- (1) Arrival of Carrier's vehicle at origin or destination will constitute tender of the vehicle for loading or unloading unless consignor or consignee specifies, in writing a particular time or method of shipment, prior to arrival of the vehicle at origin or destination.
- (2) When vehicle is placed for loading or unloading after 3:00 p.m., free time will be computed beginning at 8:00 a.m. the next day. Detention charges will accrue for each succeeding day between the hours of 8:00 a.m. and 6:00 p.m.

For explanation of abbreviations and reference marks, see last page of tariff.

# RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

## APPLICATION

# DETENTION OF VEHICLE AND OVERNIGHT AND WEEKEND LAYOVERS (cont'd)

# **SECTION 2 – OVERNIGHT LAYOVERS**

Detention charge, as provided herein, will NOT accrue between the hours of 6:00 p.m. and 8:00 a.m., nor on Sundays, nor on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, unless placement is made at these specific times or any of these specific days at the request of consignor or consignee.

(a) When Carrier's vehicle arrives at point of loading, unloading, stop-off and/or final destination between 8:00 a.m. and 6:00 p.m. on a day between Monday and Friday, inclusive, or on Saturday or Sunday if so requested by shipper or consignee and the shipper or consignee cannot complete loading and/or unloading on the date of arrival, the time the vehicle is detained between 8:00 a.m. and 6:00 p.m., or the time the driver is released if later that 6:00 p.m. will be charged for according to the provisions of Section 1 herein. If the vehicle (tractor or trailer) is detained until 8:00 a.m. the following morning at such point or in the vicinity thereof and the driver is not required to remain on duty, Section 1 will not apply from 6:00 p.m. until 8:00 a.m. the following morning and in lieu thereof, the following charges will apply to such overnight layover.

For a single driver operation......\$ 750.00 For a two-man sleeper team operation......\$ 1,500.00

(b) If the vehicle (tractor and trailer) is further detained, charges outlined above or in Section 3, as applicable, will apply if the vehicle had just arrived, except that no free time as provided in Section 1 will be allowed

# **SECTION 3 – WEEKEND LAYOVERS**

(a) When Carrier's vehicle arrives at point of loading, unloading, stop-off, and/or final destination between 8:00 a.m. an 6:00 p.m. on a Friday and the shipper or consignee cannot complete loading and/or unloading on the date of arrival, the time the vehicle is detained between 8:00 a.m. and 6:00 p.m., or the time the driver is released if later that 6:00 p.m. will be charged for according to the provisions of Section 1 herein. If the vehicle (tractor and trailer) is detained over the weekend until 8:00 a.m. Monday at such point or in the vicinity thereof and the driver is not required to remain on duty, Section 1 will not apply from 6:00 p.m. on Friday, or the time the driver was released if later than 6:00 p.m. until 8:00 a.m. on Monday morning and in lieu thereof, the following charges will apply to such weekend layover:

(b) If the vehicle (tractor and trailer) is further detained, charges outlines in Section 2 above will apply, except free time as provided in Section 1 will not be allowed.

NOTE 1: When loading or unloading is performed between the hours of 6:00 p.m. and 8:00 a.m. at the request of the consignor or consignee, time shall be computed while loading or unloading is being performed.

For explanation of abbreviations and reference marks, see last page of tariff.

#### RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

## APPLICATION

## DETENTION OF VEHICLES AND OVERNIGHT AND WEEKEND LAYOVERS (cont'd)

NOTE 2: When Carrier's vehicle arrives at point of loading, unloading, stop-off and/or final destination at time other than between 8:00 a.m. and 6:00 p.m. and when due to compliance with shipper and/or consignee instructions, a layover is required to complete loading and/or unloading, charge for detention time after 6:00 p.m. as provided in Sections 2 and 3 herein, whichever applies, will be applicable.

NOTE 3: If, in lieu of charges provided in Sections 2 and 3 herein, shipper or consignee elects to place said freight in a public warehouse or other storage, all lawful charges for handling and delivery of said freight will be advanced for collection from the shipper or consignee.

#### SECTION 4 - BORDER CROSSINGS (MEXICO - U.S.A.)

(Truck OR Trailer OR Other Equipment detained after delivery to Forwarder/Broker)

Southbound and Northbound Crossing Through Borders Laredo, Texas and El Paso, Texas:

There will be a grace period of 3 calendar days after the delivery of the trailer to the border to allow for the trailer to cross the Mexico – U.S.A. border. After the expiration of 3 free days, the following charges will apply. Detention charges will accrue 7 days a week including holidays:

 $1^{st} - 3^{rd}$  detention day \$100 per day \$200 per day 7<sup>th</sup> – until equipment unloaded\* \$300 per day

Southbound and Northbound Crossing Through All Borders EXEPT Laredo, Texas and El Paso, Texas:

Free time/Grace Period \*\*\*24 Hours
After Expiration of Free Time \$850 Per Day

\*\*\*Customer is allowed 24 free hours from the time the trailer is reported to the customs broker for customs clearance and delivery to final destination in Mexico. After expiration of the allowed 24 free hours the detention charge of \$150.00 per hour, up to a maximum of \$850.00 per 24 hour period will be charged per trailer. (time may be extended to the legal transit time to final destination in Mexico if it exceeds 24 hours.)

Telephone, Email, or Fax notification regarding border detention warnings or advisements are sent as a courtesy only and not a requirement on behalf of Carrier and as such is not a prerequisite to collection of detention charges. Customer, Shipper, Broker who contracts the load with Carrier is responsible for payment of border detention charges.

\*After the 14<sup>th</sup> day of detention, Carrier reserves the right to unload and warehouse the cargo. At such time, Carrier's liability and responsibility becomes that of a "warehouseman." The Shipper reserves the right at any time to arrange for the unloading and storage of the cargo at their own expense. The Shipper/Customer reserves the right at any time to arrange for the unloading and storage of merchandise at their own expense. A full day of detention will be charged on the day the trailer is unloaded or crossed. Before the trailer will be unloaded or allowed to cross the border, detention charges must be paid in full or prior arrangements must have been made. **This applies to ALL BORDER CROSSINGS.** 

# **DISTANCES -- MILEAGE GOVERNING PUBLICATION**

- 1. Mileage rates named in this Carrier's tariffs will be governed by the current Household Goods Carrier Guide (as determined by the Rand McNally Milemaker [TM] System), and freight charges will be based thereon. Should Customer elect to use a freight mileage system other than that specified above, no adjustments in charges will be made by Carrier or Customer if difference is \$10.00 or less per shipment.
  - (A) Where the Shipper, or consignee, requests transportation of the shipment over a route longer than the shortest route, the distance over the longer route will be used.
  - (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 for other reasons requiring Carrier to detour, the distance over the shortest practical route over which the truck can be moved, origin to destination, will be used to determine the rate.
- 2. Mileages stated on rate pages are for informational purposes only and are subject to change at the time of billing based upon the current Household Goods Carrier Guide.

## EXPEDITED SERVICE, RELAY OR TEAM REQUEST

The charge for "Team Service", "Relay Service" or "Expedited Service" shall be quoted only on individual basis.

For explanation of abbreviations and reference marks, see last page of tariff..

#### RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

#### APPLICATION

## EXPORT TRAFFIC TO MEXICO

Except as otherwise agreed or provided, shipments originated by the Carrier from points in the United States and/or Canada destined to points in Mexico shall be assessed the applicable rate and charges, at the time of shipment, from point of origin to the appropriate Mexico/United States border gateway point only. Any contrary billing arrangement, or any quotation of through rates or other transportation arrangements made by Carrier regarding shipper's freight transportation outside the U.S.A. and/or Canada are made only as an accommodation and convenience to the Shipper, and Carrier's cargo liability shall remain limited only to that portion of any transportation directly performed by the Carrier and occurring within the U.S.A. and/or Canada.

## FORCE MAJEURE/IMPRACTICABLE OPERATIONS

Nothing in this tariff shall be construed as binding on the part of the Carrier to accept shipments for delivery at destination to which, because of conditions of roadways, streets, alleys, or premises, it is impracticable to operate Carrier's vehicles or to require 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 destinations 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.

Any failure of performance by the Carrier shall be excused, and the Carrier's obligations shall be temporarily suspended, to the extent that the Carrier's performance is prevented, delayed or impaired by reason of acts of God, acts of a public authority, acts of a public enemy, fire, flood, adverse weather or road conditions, labor strike or discord, civil commotion or riot or other disorder, closing of the public highways, or other contingencies, whether similar or dissimilar to those named, beyond the Carriers' reasonable control.

## HAZMAT SURCHARGE

When Carrier hauls a shipment of hazardous materials (class 3, 8 or 9), Customer will be charged a \$325.00 hazmat surcharge.

#### LOADING -- UNLOADING

- (A) Except as otherwise agreed in writing, loading of freight shall be performed by the Shipper, and unloading of the freight 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, winches, pallet jacks, or forklifts, 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.

# MINIMUM CHARGE PER SHIPMENT

Except as otherwise provided, all provisions, rates, charges, tariffs, and contracts governed by the provisions of this tariff shall be subject to a minimum truckload charge of \$850.00.

For explanation of abbreviations and reference marks, see last page of tariff.

# RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

# APPLICATION

# **FUEL ADJUSTMENT**

A fuel adjustment, based upon the national average on diesel fuel, reported each Monday by the Department of Energy ("DOE"), will apply on all line-haul freight charges. The surcharge will be expressed in terms of cents per mile, according to the following scale. In the event the DOE national average fuel price exceeds the amount shown in the scale, the fuel surcharge will continue to increase at the rate of .01 cents for every .045 cent increase in the DOE national average fuel price. You may monitor the national average on diesel fuel by calling the DOE at (202) 586-6966 or going to <a href="https://www.eia.doe.gov">www.eia.doe.gov</a>.

DFP = Diesel Fuel Price SC = Surcharge

Dit - Dieser der Frice 00 - Surcharge							
DFP	SC	D	FP	SC	D)	FP	SC
\$1.1000 \$1.1450		\$2.7651	\$2.8100	\$0.38	\$4.4301	\$4.4750	\$0.75
\$1.1451 \$1.1900		\$2.8101	\$2.8550	\$0.39	\$4.4751	\$4.5200	\$0.76
\$1.1901 \$1.2350		\$2.8551	\$2.9000	\$0.40	\$4.5201	\$4.5650	\$0.77
\$1.2351 \$1.2800		\$2.9001	\$2.9450	\$0.41	\$4.5651	\$4.6100	\$0.78
\$1.2801 \$1.3250		\$2.9451	\$2.9900	\$0.42	\$4.6101	\$4.6550	\$0.79
\$1.3251 \$1.3700		\$2.9901	\$3.0350	\$0.43	\$4.6551	\$4.7000	\$0.80
\$1.3701 \$1.4150		\$3.0351	\$3.0800	\$0.44	\$4.7001	\$4.7450	\$0.81
\$1.4151 \$1.4600	\$0.08	\$3.0801	\$3.1250	\$0.45	\$4.7451	\$4.7900	\$0.82
\$1.4601 \$1.5050	\$0.09	\$3.1251	\$3.1700	\$0.46	\$4.7901	\$4.8350	\$0.83
\$1.5051 \$1.5500	\$0.10	\$3.1701	\$3.2150	\$0.47	\$4.8351	\$4.8800	\$0.84
\$1.5501 \$1.5950	\$0.11	\$3.2151	\$3.2600	\$0.48	\$4.8801	\$4.9250	\$0.85
\$1.5951 \$1.6400		\$3.2601	\$3.3050	\$0.49	\$4.9251	\$4.9700	\$0.86
\$1.6401 \$1.6850	\$0.13	\$3.3051	\$3.3500	\$0.50	\$4.9701	\$5.0150	\$0.87
\$1.6851 \$1.7300		\$3.3501	\$3.3950	\$0.51	\$5.0151	\$5.0600	\$0.88
\$1.7301 \$1.7750	\$0.15	\$3.3951	\$3.4400	\$0.52	\$5.0601	\$5.1050	\$0.89
\$1.7751 \$1.8200	\$0.16	\$3.4401	\$3.4850	\$0.53	\$5.1051	\$5.1500	\$0.90
\$1.8201 \$1.8650	\$0.17	\$3.4851	\$3.5300	\$0.54	\$5.1501	\$5.1950	\$0.91
\$1.8651 \$1.9100	\$0.18	\$3.5301	\$3.5750	\$0.55	\$5.1951	\$5.2400	\$0.92
\$1.9101 \$1.9550		\$3.5751	\$3.6200	\$0.56	\$5.2401	\$5.2850	\$0.93
\$1.9551 \$2.0000	\$0.20	\$3.6201	\$3.6650	\$0.57	\$5.2851	\$5.3300	\$0.94
\$2.0001 \$2.0450	\$0.21	\$3.6651	\$3.7100	\$0.58	\$5.3301	\$5.3750	\$0.95
\$2.0451 \$2.0900	\$0.22	\$3.7101	\$3.7550	\$0.59	\$5.3751	\$5.4200	\$0.96
\$2.0901 \$2.1350		\$3.7551	\$3.8000	\$0.60	\$5.4201	\$5.4650	\$0.97
\$2.1351 \$2.1800		\$3.8001	\$3.8450	\$0.61	\$5.4651	\$5.5100	\$0.98
\$2.1801 \$2.2250	\$0.25	\$3.8451	\$3.8900	\$0.62	\$5.5101	\$5.5550	\$0.99
\$2.2251 \$2.2700		\$3.8901	\$3.9350	\$0.63	\$5.5551	\$5.6000	\$1.00
\$2.2701 \$2.3150		\$3.9351	\$3.9800	\$0.64	\$5.6001	\$5.6450	\$1.01
\$2.3151 \$2.3600		\$3.9801	\$4.0250	\$0.65	\$5.6451	\$5.6900	\$1.02
\$2.3601 \$2.4050		\$4.0251	\$4.0700	\$0.66	\$5.6901	\$5.7350	\$1.03
\$2.4051 \$2.4500		\$4.0701	\$4.1150	\$0.67	\$5.7351	\$5.7800	\$1.04
\$2.4501 \$2.4950		\$4.1151	\$4.1600	\$0.68	\$5.7801	\$5.8250	\$1.05
\$2.4951 \$2.5400		\$4.1601	\$4.2050	\$0.69	\$5.8251	\$5.8700	\$1.06
\$2.5401 \$2.5850		\$4.2051	\$4.2500	\$0.70	\$5.8701	\$5.9150	\$1.07
\$2.5851 \$2.6300		\$4.2501	\$4.2950	\$0.71	\$5.9151	\$5.9600	\$1.08
\$2.6301 \$2.6750		\$4.2951	\$4.3400	\$0.72	\$5.9601	\$6.0050	\$1.09
\$2.6751 \$2.7200		\$4.3401	\$4.3850	\$0.73	\$6.0051	\$6.0500	\$1.10
\$2.7201 \$2.7650	\$0.37	\$4.3851	\$4.4300	\$0.74	\$6.0501	\$6.0950	\$1.11

For explanation of abbreviations and reference marks, see last page of tariff.

#### RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

#### APPLICATION

#### **PACKING**

All articles tendered for shipment must be prepared and packed by the Shipper in such a manner as to insure the safe transportation of such articles by the Carrier through the exercise of reasonable care. Carrier reserves the right to refuse the tender of shipments which, in its opinion, are not prepared or packaged as required by law or are prepared or packaged in such a manner that they cannot, through the exercise of reasonable care, be transported from origin to destination of the shipment without damage.

Shipments must be properly prepared by the shipper so as to afford reasonable protection of the articles being shipped. Containers must be used when necessary by Shipper to afford reasonable and proper protection of contents. Shipping containers must be made of materials which will afford safe handling, reasonable and proper protection of contents and protection against damage to other goods. Interior packaging devices must be provided where such interior packaging devices are necessary to afford adequate protection against damage to the contents of a container. Articles, or article and necessary interior packaging devices must reasonably occupy the full cubic capacity of the outer shipping container. In the absence of any packing provisions in the description for an article, such article may be accepted by Carrier in any form in which tendered. The Carrier shall have the right to perform necessary recovering at owner's or Shipper's expense except when necessitated by Carrier's negligence. 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.

SHIPPER is responsible for selecting and utilizing adequate packaging and desiccant material to ensure that the product is protected against condensation or atmospheric humidity accumulation, loss or staining during the course of transportation. Packaging shall be sufficient to withstand the normal wear and tear of the transportation, tarping and untarping processes, and CARRIER shall not be responsible for any condensation loss unless it can be shown that there was a failure to tarp as requested, or that its tarps were compromised such as to expose the product to external water, spraying or outside road debris. Once the product is placed on its equipment for Transportation, the CARRIER shall ensure that proper handling is used and that the contents of SHIPPER's packages are adequately secured, tarped (if requested) and padded as necessary to prevent damage from tarps or securement equipment for the selected transportation mean(s). In circumstances where Carrier has properly tarped and secured a given load, any loss or damage arising from condensation shall be deemed the responsibility of the Shipper. This is in consideration that all packaging and desiccant materials are of the Shipper's choice. However, this is notwithstanding when it can be shown that there was a breach of the requested tarping, such as to expose the product to external water, spraying or condensation damaging the product.

#### PAYMENT/COLLECTION OF CHARGES

Unless proper and satisfactory credit arrangements have been made, all transportation and other lawful charges shall be due and payable before surrender and delivery of property to the consignee or owner thereof. All charges must be paid within fifteen (15) days from the receipt of Carrier's invoice. Shipper shall remain liable for all freight and other lawful charges notwithstanding any contrary "Section 7" stipulation or signature on the face of any bill of lading or other shipping document unless Carrier expressly agrees to move freight on a collect basis and has established credit with consignee prior to shipment being loaded.

In the event that the Shipper, consignor, consignee, or any other third party involved in the movement fails to pay for any property transported by the Carrier for the shipper within thirty (30) days of the date of billing, the Carrier may deem it necessary to retain the services of a collection agency and/or legal counsel to collect any outstanding indebtedness. In the event of such, the liable party (*i.e.*, Shipper, consignor, consignee, or third party) will be responsible for payment of all collection expenses and legal fees incurred by the Carrier in attempting to collect the outstanding indebtedness and interest at the highest legal rate on past due accounts.

## SPECIAL PERMITS AND CHARGES

Rates and charges do not include fees or charges made under state, federal, dominion, provincial or municipal laws or regulations for special permits required because of the height, length, width or weight of any load or for any other reason. The charges for such permits shall be in addition to all other applicable rates and charges and will be shown separately on the freight bill. On request of the party paying the freight charges, the original of such permits or proof of securing such permits will be furnished. When the special permit specifies the route of travel that shall be used in transporting the shipment, all tolls or fees paid by the Carrier for the use of bridges, ferries, tunnels, or highways shall be in addition to all other applicable charges. (NOTES 1 and 2)

NOTE 1: Additional charges assessed by regulatory bodies because shipment is over-weight will be collected in addition to all other charges applicable to shipment.

NOTE 2: When a special permit or bond is required by the appropriate regulation of any City, County or Municipal Agency and Carrier obtains such special permit or bond prior to the performance of transportation service, the cost thereof, including telephone or telegraph expenses incurred in securing such permits, shall be in addition to all other applicable charges. The charge for the special permit and/or bond will be shown separately on the freight bill, and the original copy of such permit will be delivered to the party paying on the freight charges.

For explanation of abbreviations and reference marks, see last page of tariff.

#### RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

## APPLICATION

## **OVERSIZE CHARGES**

#### **OVERWIDTH SHIPMENTS:**

NOTE 1: Rates in cents per loaded mile

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

Width exceeding 8 feet, 6 inches, but not exceeding 10 feet

.40 cents per mile

Width exceeding 10 feet but not exceeding 12 feet

.50 cents per mile

#### **OVERLENGTH SHIPMENTS:**

NOTE 1: Rates in cents per loaded mile

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

Length over 53 feet but not exceeding 56 feet Length over 56 feet but not exceeding 60 feet .35 cents per mile

.50 cents per mile

**Stepdeck:** Length over 41 feet 6 inches but not exceeding

.50 cents per mile

46 feet 6 inches

## **OVERHEIGHT SHIPMENTS:**

NOTE 1: Rates in cents per loaded mile

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

Height exceeding 8 feet 6 inches but not exceeding 9 feet

.40 cents per mile

**Stepdeck:** Height exceeding 10 feet but not exceeding

.50 cents per mile

10 feet six inches

## **OVERWEIGHT SHIPMENTS:**

NOTE 1: Quoted on individual basis.

NOTE 2: When a shipment contains more than one type of over-dimensional freight, the shipment will be charged on the basis of whichever over-dimension results in the greatest charge.

NOTE 3: The charges herein are in addition to, and not substitution for, any applicable permit charges herein.

## PICK UP AND DELIVERY

Unless expressly agreed otherwise in advance, Carrier's rates include, as to any shipment, only one pickup and one delivery, and to not include any packing, unpacking, loading or unloading service by Carrier.

#### PREPAYMENT OR GUARANTEE OF CHARGES

All charges must be prepaid or guaranteed on any shipment which, in the judgment of the Carrier, at point of origin or diversion would not, at forced sale, realize the total amount of charges due at destination.

Freight on which prepayment is required may, on approval of the Carrier, be forwarded on a collect basis on the guarantee of the Shipper that all charges will be paid.

For explanation of abbreviations and reference marks, see last page of tariff.

#### RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

## **APPLICATION**

# **QUOTES**

Quotes are for informational purposes only. The correct and applicable rates and charges for a movement shall be those rates and charges individually determined or contractually established in writing prior to the shipment.

In cases of contract carriage, if the Shipper tenders or causes to be tendered to Carrier, and Carrier accepts and transports, any shipment subject to a contract without the rates or charges therefore having first properly been made a part of the contract, the rates and charges for such shipment shall be subject to Carrier's matrix price schedule.

# PRIMACY OF CONTRACT OR INDIVIDUALLY DETERMINED RATE

Line-haul, ancillary and other rates which have been individually determined in writing between this Carrier and a shipper or other customer, under contract or otherwise, shall prevail over any conflicting method provided by this tariff for determining such rates. This tariff's provisions for determining line-haul rates and other charges shall be determinative only in the absence of an individually determined rate for such transportation or service.

## **RE-CONSIGNMENT OR DIVERSION**

Shipments transported under the provisions of this tariff may be re-consigned or diverted subject to the following conditions:

- (A) The term "re-consignment or diversion" means any one of the following:
  - (1) A change in the name or address of consignor or consignee.
  - (2) A change in the destination.
  - (3) Any other instructions given by consignor, consignee, or owner necessary to effect change in delivery.
- (B) A request for re-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 by other means.
- (C) When a re-consignment or diversion order is received by Carrier, a reasonable effort will be made to locate the shipment and to effect the requested change. However, Carrier will not be responsible for failure to effect such a change.
- (D) A charge of \$125 + contract rate per loaded mile plus fuel surcharge to new destination will be made for each diversion or re-consignment in addition to all other applicable charges.
- (E) When rate to be applied on shipment's accorded re-consignment or diversion point is higher than the rate from point of origin to final destination, such higher rate will apply. Any other charges caused by the diversion or reconsignment, including detention charges, also shall be paid.

For explanation of abbreviations and reference marks, see last page of tariff.

## RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

#### APPLICATION

# REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, OR OTHER PROVISIONS

Where reference is made to a tariff, item, note, rule, or other provision, such reference will include all successive issues of said tariffs, items, notes, rules, or other provisions.

# **RELEASED VALUE**

Except as set forth below, all shipments are deemed released (and the Carrier's maximum liability as limited) to a maximum value not exceeding \$100,000.00, unless the Customer declares a lesser value on the bill of lading or other shipping documentation, in which case Carrier's liability shall not exceed said lesser value declared by the customer.

If a Customer so requests, the Carrier may accept and transport shipments worth more than \$100,000, up to an absolute maximum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00). However, it shall be the Customer's responsibility to properly obtain the Carrier's prior signed consent and to pay appropriate excess valuation charges (see below) to compensate Carrier for such increased cargo risk; otherwise, the Carrier's liability shall remain as limited under the preceding paragraph.

Excess valuation charges will be negotiated on a per shipment basis. In any event, all shipments shall remain subject to the cargo liability provisions herein.

# RELEASED VALUE - USED CARGO - FAILURE TO NOTIFY

Shipments of used cargo are to be properly disclosed and approved in advance by the Carrier. Absent the Carrier's prior signed agreement to a greater value to the stipulated liability limitations herein, shipments of used machinery or cargo are deemed released (and the Carrier's maximum liability is limited) as follows:

- A) Shipments properly disclosed to Carrier 50 cents per pound (.50/LB) up to a maximum of \$ 10,000 per truck or trailer load; or
- B) Shipments not properly disclosed to Carrier used cargo shipments which do not have the Carrier's prior written approval will be deemed released to a value of 5 cents per pound (.05/LB) of damaged cargo or an amount equal to the Carrier's shipping charges for transporting such a load, whichever is less.

# REFUSED AND RETURNED SHIPMENTS

Except when due to Carrier's negligence, if a shipment is refused by consignee at destination and upon Shipper's instructions such shipment is returned to Shipper at origin point, such shipment is subject to applicable transportation charges for the return movement and all other lawful charges.

For explanation of abbreviations and reference marks, see last page of tariff.

#### RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

## APPLICATION

#### SHIPPING INSTRUCTIONS

The Shipper, owner, or consignee shall, at the time of delivery of property for transportation, furnish the Carrier with the correct address (including street number, if any) to which the property is to be delivered, and designate a suitable and proper person to receive and give receipt for said property when delivered.

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

#### TRAILER POOL -- RESPONSIBILITY

If the Carrier establishes or participates in a trailer pool at the request or for the benefit of a shipper or other customer, such customer shall be responsible for all damages or losses relating to the Carrier's equipment or cargo while in the trailer pool or otherwise on such customer's property or in such customer's custody or control, except for accidents caused by the negligent driving of Carrier's drivers, employees or agents.

## TWIC (TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL)

If the shipper, consignee or port requires a driver to have a TWIC (Transportation Worker Identification Credential) for pick up or delivery, the Customer will be charged a \$35.00 fee per load.

## REQUESTED DEADHEAD MILES

When requested by the Customer by notation on bill of lading to deadhead a truck to pick up a load of freight from either a terminal facility or the outlying area, a charge of \$1.40 per mile will be charged from point of origin to point of pickup.

# SPECIAL SERVICES - ESCORT VEHICLES AND/OR FLAGPERSON

When a flagperson or escort vehicle is requested by the Shipper or required by a regulatory agency, or in the Carrier's opinion, the shipment cannot be safely transported without the use of a flagperson and/or escort vehicle, such flagperson and/or escort vehicle may be furnished subject to Shipper's obligation for all applicable costs or charges.

# TARP CHARGE

When requested by the Shipper, shipments not involving Mexican transportation (*i.e.*, Domestic and/or Canada) will be tarped at a charge of \$100.00 per load. Shipments destined to or originating in Mexico will be tarped at a charge of \$125.00 per load when requested by Shipper.

# SPECIALIZED EQUIPMENT – DROP DECK TRAILERS

Required stepdeck trailers will move at the flatbed rate plus an additional \$0.15 per mile.

For explanation of abbreviations and reference marks, see last page of tariff.

## RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

#### **APPLICATION**

## STOPPING IN TRANSIT TO PARTIALLY LOAD OR UNLOAD

Except as otherwise expressly agreed, shipments subject to truckload rates at truckload minimum weights, or actual weight if greater, or subject to truckload rates at maximum truckload weights, may be stopped in transit at origin, intermediate points, or destination, subject to the following conditions, further subject to the provisions of either Part A or Part B herein.

- (A) The bill of lading and shipping order shall show in the space provided therefore, the name of only one consignee and one delivery address.
- (B) The names of places or addresses at which vehicles are to be stopped for completion of loading or partial unloading shall be shown either in the body of the bill of lading and shipping order or in a separate paper which shall be issued with and be considered as part of the shipping documents.
- (C) Except as otherwise provided in individual rate items or individual tariffs making reference to this tariff, the charge for each additional stop, exclusive of initial pickup or final delivery, shall be \$125.00 for the first stop; \$200.00 for the second stop; \$300.00 for the third stop; \$450.00 for the fourth stop and stops in excess of four, in addition to all other applicable charges.
- (D) The substitution of other property for that originally loaded or the exchange of contents of the load in any manner is prohibited. Partial unloading will be permitted only at points beyond that at which the last stop for loading is made, and partial or completion of loading of a shipment will not be permitted after it has been partially unloaded.
- (C) Stopping in transit for partial unloading will not be permitted on shipments consigned "C.O.D.".

# PART A: APPLICABLE WHERE RATES ARE PROVIDED IN CENTS PER LOADED MILE

- 1. On shipments stopped for partial loading or unloading, charges shall be determined on the basis of the truckload maximum weight at the rate per loaded mile applicable from point of origin of shipment to point of final destination of shipment, via stop off point or points.
- 2. "Via stop off point" means via the actual route of movement of Carrier's vehicle, subject to shipping instructions issued by shipper on the bill of lading or shipping document tendered to Carrier with shipment.

## PART B: APPLICABLE WHERE RATES ARE PROVIDED IN DOLLARS AND CENTS PER VEHICLE USED

On shipments stopped for partial loading or unloading, charges shall be determined on the basis of the truckload maximum weight at the rate per vehicle applicable from point of origin of shipment to point of final destination of shipment, via stop off point or points. Also, shipments stopped at points not directly intermediate between origin and destination shall be subject to an additional charge of \$1.50 per mile for all distance exceeding the shortest route from origin direct to destination.

For explanation of abbreviations and reference marks, see last page of tariff.

#### RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

#### APPLICATION

#### STORAGE

When by reason of an act or an omission of consignor, consignee, or owner and through no material 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, a charge of \$650.00 per day will apply. (See Note 1)
- 2. Any fraction of a day will be counted as a day.
- 3. Charges on the held shipment will begin at 7:00 a.m. of the first business day after notice of arrival has been given. Charges will end at 7:00 a.m. on day in 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(a) of the Bill of Lading Contract Terms and Conditions.
- 4. When after shipment arrives at destination, consignee requests that it be held in storage at Carrier's terminal facilities, a charge of \$1.50 per mile will be assessed from destination to storage point and back to destination, subject to a minimum charge of \$650.00 per vehicle required.

The charges named in this paragraph are in addition to those named in Paragraph 1.

Note 1: 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 the tariff. Storage facilities herein preferred 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.

## TERMINAL CHARGES AT PORTS

Rates do not include the costs of loading, unloading, handling, wharfage, or other terminal charges at ports of entry as assessed by steamship, barge, or wharf companies. When such charges are assessed, they will be collected in addition to all other applicable charges.

# TOLL, BRIDGE, FERRY OR TUNNEL CHARGES

- (a) Carrier will pay, as incurred, all toll road, bridge, ferry and/or tunnel charges which are incurred in the handling of any shipment and will advance such charges for collection from the party responsible for payment of the freight charges.
- (b) Upon request, evidence of payment of such charges shall be furnished to the party responsible for payment of the freight charges.
- (c) Charges shall be calculated in accordance with ALK PC Miler Tolls.

## REWEIGH CHARGE

A charge of \$400 per load shall be assessed for all in shipments in which a reweigh is necessary or mandated.

For explanation of abbreviations and reference marks, see last page of tariff.

# RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

# APPLICATION

# EQUIPMENT FURNISHED BUT NOT USED

- A. When Carrier is requested to furnish trucking equipment at a designated point and such equipment is furnished but not used, through no fault of the Carrier, or if, after arrival of Carrier's equipment at the point of loading designated by the Shipper, Shipper fails to tender a shipment for transportation or informs the Carrier that the shipment will not be tendered, a charge will be made as provided in paragraph (C) for each unit of trucking equipment ordered.
- B. Charges for detention as provided in herein also shall be applicable in connection with equipment ordered, but not used.
- C. Charges: \$850.00 per truck per twenty-four (24) hour period including weekends and holidays.

TABLE OF COMMON ABBREVIATIONS OF U.S. STATES					
ABBREVIATION	EXPLANATION	ABBREVIATION	EXPLANATION		
AL	Alabama	MT	Montana		
AK	Alaska	NE			
AZ	Arizona	NV	Nevada		
AR		NH	New Hampshire		
CA	California	NJ	New Jersey		
CO	Colorado	NM			
CT	Connecticut	NY	New York		
DE	Delaware	NC			
DC	District of Columbia	ND			
FL	Florida	OH	Ohio		
GA	Georgia	OK	Oklahoma		
НІ		OR			
ID		PA			
IL	Illinois	RI	Rhode Island		
IN		SC	South Carolina		
IA		SD			
KS	Kansas	TN	Tennessee		
KY	Kentucky	TX			
LA	Louisiana	UT	Utah		
ME	Maine	VT	Vermont		
MD	Maryland	VA	Virginia		
MA		WA			
MI	Michigan	WV			
MN	Minnesota	WI	Wisconsin		
MS		WY	Wyoming		
MO	Missouri				
For explanation of abbreviations and reference marks, see last page of tariff					

For explanation of abbreviations and reference marks, see last page of tariff.

# RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF

# APPLICATION

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

COMMON ABBREVIATIONS OR REFERENCE MARKS	EXPLAN	ATION			
C.O.D.	Collect on Delivery				
CONT'D	Continued				
CWT	Cents per Hundred Weight				
CY	County				
d/b/a	Doing Business As				
HGCB	Household Goods Carriers' Bure	Household Goods Carriers' Bureau, Agent			
Hwy	Highway				
ICC/I.C.C.	Interstate Commerce Commissio	n			
INC.	Incorporated				
M	Denotes Weight in thousand pou	nds as indicated			
MC	Motor Carrier				
MIN	Minimum				
MW	Minimum Weight in Pounds				
NA	Not Applicable				
No	Number				
NOI	Not otherwise more specifically described herein				
ST	Saint or Street				
TL	Truckload				
U.S.A. / U.S.	United States of America				
VIZ	Namely				
VOL	Volume				
WT	Weight				
\$	U. S. Dollars				
TABLE OF COMMON ABBREVIATIONS	TABLE OF COMMON ABBREVIATIONS OF				
OF <u>CANADIAN PROVINCES</u>	MEXICAN STATES				
ABAlberta	AG Aguascalientes	MX Mexico			
BCBritish Columbia	BJ Baja California	NA Nayarit			
MBManitoba	BS Baja California Sur	NL Nuevo Leon			
NBNew Brunswick NSNova Scotia	CH Coahuila CI Chihuahua	OXOaxaca PU Puebla			
ONOntario	CL Colima	QUQueretaro			
PQQuebec	CP Campeche	QRQuintanta Roo			
SKSaskatchewan	CS Chiapas	SISinaloa			
	DF Distrito Federal	SLSan Luis Potosi			
	DG Durango	SO Sonora			
	GR Guerrero	TA Tobasco			
	GT Guanajuato	TL Tlaxcala			
	HG Hidalgo	TM Tamaulipas			
	JA Jalisco	VE Veracruz			
	MC Michoacan	YUYucatan			
EFFECTIVE: January 1, 2021	MRMorelos	ZA Zacatecas			