

ROEHL TRANSPORT, INC.

**MC 127651
ICC ROEV 101-A**

**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: January 26th 2015

Issued by:

Richard Roehl, President
1916 E. 29th, PO Box 750
Marshfield, WI 54449-0750

SECTION 1 – GENERAL TERMS

ITEM 100

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.

ITEM 110 **BROKERAGE AUTHORITY**

Roehl Logistics, Inc. has freight brokerage authority from the FMCSA, MC311660. 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.

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 at www.roehl.net/tariff.pdf.

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.

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. (Note A).

KIND OF TARIFF	ISSUING AGENT	SERIES
Mileage Guides	Rand McNally MileMaker Practical	
Rules	Roehl Transport, 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.

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.

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:

Rand McNally MileMaker Practical

ITEM 140

NON APPLICATION OF TARIFF

Where Carrier has published a specific tariff or pricing for a shipper, this tariff shall be incorporated into any shipper-specific tariff/pricing, except that, where inconsistent, the terms of the shipper-specific tariff/pricing shall control.

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 at: www.roehltransport.com/tariff.

ITEM 150**OPERATING AUTHORITY**

Carrier has motor carrier authority within the United States and in Canada. Copies of the operating certificates are available upon request.

ITEM 155**PARTICIPATING CARRIERS**

Motor carriers party to this tariff are shown below:

SCAC	Carrier Name And MC Number
ROEV	Roehl Transport, Inc. MC 127651

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.

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).

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.

ITEM 175**CONSENT TO JURISDICTION**

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 encompassing Marshfield, Wisconsin 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 Wisconsin, without regard to its choice of law provisions.

ITEM 195**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. Liability for cargo claims is addressed in Section 4.

SECTION 2-OPERATIONS

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.

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.

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. Specific services are available through contact with the Roehl Refrigerated Division.

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.

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.

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
 - (C) 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 242**PACKAGING AND BRACING**

All freight loaded by the shipper shall be properly packed, braced and blocked on motor vehicle by the shipper to protect against damage during the course of normal transportation. Shipping devices which are necessary to protect and make shipments secure for transportation on motor vehicles must be furnished by shipper. Shippers failure to comply with the terms of this item shall relieve carrier of all liability for damage or injury to cargo resulting from improper packing and bracing.

ITEM 245**INTERMODAL SHIPMENTS**

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

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.

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.

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.

ITEM 265**PICKUP & DELIVERY SERVICE**

The rates described 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.

ITEM 267**PRECEDENCE OF RATES**

In the event multiple rates could be applicable to a particular shipment, the most specific rate in terms of geographic area shall apply. The following is the order of precedence:

1. 5+4 digit zip code
 2. 5 digit zip code
 3. City
 4. State
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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.

ITEM 273**SERVICE STANDARDS**

Unless Warranted 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 Warranted Service is requested and agreed to. To request Warranted Service and for terms and conditions, call Carrier Pricing Department at 715-591-3795 ext1077. Warranted Service results in a 20% surcharge to applicable tariff rate (\$350 minimum). Force Majeure (Item 235) applies to negate the liabilities of Carrier under this provision. Carrier's liability for service failure is limited to return of freight charges.

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.

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.

ITEM 285

TERRITORIAL SCOPE

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC 127651 to operate as a motor carrier, and is also authorized in Canada.

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, racks, blocks, dunnage, or other shipping materials.
4. Shipper should show gross weights on bill of lading.
5. Carrier reserves the right to check weight of shipments on truck scales and to apply actual gross weights so determined.

SECTION 3 – ASSESSORIAL CHARGES

ITEM 300 ARBITRARIES OR DIFFERENTIALS - CANADIAN TRANSIT MOVEMENTS

When consignor, consignee, or other party responsible for freight movement requests that carrier transit any portion of Canada on shipments that originate and final in the United States (and does not involve any stopoffs in Canada), an additional charge of \$175 shall be assessed in addition to all other applicable charges. In the event a United States to United States movement involves stopoffs in Canada, a charge of \$200 per stopoff will apply to the Canadian stopoffs.

ITEM 301 DETENTION NOTIFICATION PROCESS

Customers are eligible to receive an e-mail notification of potential detention issues 30 minutes prior to free time expiring. Customers not providing Carrier with e-mails for notification purposes, but who require notification, will be assessed a \$40 charge for this service.

ITEM 302 VAN LOADING/UNLOADING DETENTION – VEHICLES WITH POWER UNITS

\$75 per hour, calculated at \$1.25 per minute.

Free time - Live load/unload–

Carrier will provide one (1) hours free time to live load single origin shipments. Single destination Shipments will be provided one (1) hours free time to live unload. Multiple pickup or multiple destination shipments will be provided one (1) hour free time per stop, including the final, destination to live load/unload.

Free time - Trailer pool–

Carrier will provide one (1) hour free time past planned ready time or past planned delivery time for shipments loaded from or delivered to sites where trailer pools are utilized.

ITEM 303 FLATBED LOADING/UNLOADING DETENTION – VEHICLES WITH POWER UNITS

\$75 per hour, calculated at \$1.25 per minute.

Free time* - Live load/unload –

Carrier will provide one (1) hour free time to live load single origin shipments. Single destination shipments will be provided one (1) hours free time to live unload. Multiple pickup or destination shipments will be provided one (1) hour free time per stop, including the final destination, to live load/unload.

Free time* - Trailer pool –

Carrier will provide one (1) hour free time past planned ready time or past planned delivery time For shipments loaded from or delivered to sites where trailer pools are utilized.

* Time spent securing or removing securement devices and tarping or untarping, if required, are not considered part of the allowable free time.

ITEM 304 VAN / FLATBED TRAILER DETENTION – VEHICLES WITHOUT POWER UNITS

Sites without trailer pool -

When service is provided a one way charge of \$3.00 per mile for miles incurred from drop location to carrier's nearest expendable trailer pool will apply, in addition to \$50 per day while trailer is required at the drop location. Item 990 also applies.

Sites with trailer pools -

Twenty-four (24) hours will be provided to load or unload shipments. A charge of \$50 per 24-hour period will be charged for each subsequent 24-hour period, or fraction thereof, that the trailer is not available to Carrier.

ITEM 305

TRAILER USAGE

Once a trailer has been placed at a drop location, Carrier will not be obligated to move the trailer until such time as Carrier has received verification that trailer is ready for pickup (either loaded or unloaded).

Consignor, Consignee or Designated Party may shift the dropped trailer with its own power unit at its own expense and risk for the purpose of loading freight to be transported by Carrier or unloading freight delivered by Carrier.

Consignor, Consignee or Designated Party shall be responsible for all damages and losses to Carrier's trailer while not in Carrier's possession. In the event of total loss, including theft, Consignor, Consignee or Designated Party shall pay to Carrier the commercial value of the trailer at the time it was placed on Consignor's, Consignee's or Designated Party's premises or in their control.

ITEM 306

LAYOVER CHARGE

In the event any truck, through no fault of the driver, is required to layover to complete loading or unloading, the party responsible for the freight charges shall be charged an additional \$400 for the nighttime hours that the shipping location is closed.

ITEM 307**MAXIMUM DETENTION/LAYOVER CHARGE PER 24 HOUR PERIOD**

The maximum amount carrier will charge for any combination of detention and layover in a 24 hour period will be \$650.

ITEM 308**EXCESS DAY(S) CHARGE**

When a shipper schedules a shipment with stop-offs in transit which cannot be delivered the same day, due to delivery appointments or the distance between stops, an Excess Day(s) charge will be assessed in addition to all other applicable charges. Until empty, each day past the original delivery day will be charged at the rate indicated below. This rule will not apply if stops are 350 miles or further apart.

Charges: \$400 per day

ITEM 309**9:01 PM TO 5:29 AM APPOINTMENT UPCHARGE**

Any shipment requiring pick-up or delivery appointments between 9:01 PM and 11:59 PM will be charged an additional \$250.

Any shipment requiring pick-up or delivery appointments between 12:00 AM (midnight) and 5:29 AM will be charged an additional \$400.

ITEM 310**RETURNED, UNDELIVERED SHIPMENTS**

Refused Shipments or Shipments Re-routed Back to Origin While in Transit – If, upon arrival at the consignee, the shipment is refused, the following rate will apply to return the shipment to the point of origin: \$3.00 per mile less the mileage rate to the original consignee (destination) equals the return rate. For example, the outbound rate is \$1.65/mile; return rate is \$1.35 per mile (\$3.00 - \$1.65 = \$1.35). Shipper must approve the return of shipments. A minimum charge of \$600 will apply to this item. Items 520, 540 and 990 also apply

ITEM 311**VEHICLE FURNISHED, BUT NOT USED**

When carrier, upon receipt of a request to pick up a truckload shipment or to furnish a vehicle for the exclusive use of a consignor, has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the carrier, vehicle is not used, a charge will be assessed. For any load canceled 12-24 hours prior to pick up a charge of \$250 and within 12 hours of pickup a charge of \$400, will be assessed against the consignor making such request.

ITEM 312

DRIVER LOAD/UNLOAD

Carrier will utilize a third party service to load/unload a shipment. The third party charges plus a \$50 handling fee will be assessed.

In the event third party services are not available and Carrier's driver is required to load/unload a shipment, a charge of 80 cents per hundred pounds will apply, subject to a minimum charge of \$350. Carrier will not operate motorized equipment for loading or unloading.

At the end of free time, as stated in item 540, an additional charge of \$75 per hour, calculated at \$1.25 per minute will apply to any loading/unloading charges.

ITEM 313

WEEKEND AND HOLIDAY DELIVERY

A charge of \$300 will apply to shipments requiring Saturday delivery and \$200 to shipments requiring Sunday delivery.

A charge of \$750 will apply to shipments requiring delivery on the following holidays when tendered to Carrier with prior approval by Shipper only.

New Year's Day	Independence Day	Thanksgiving Day
	Christmas Day	
Memorial Day	Labor Day	Christmas Eve Day

ITEM 314

UPCHARGE ZONES

Any shipment involving the loading or unloading of freight in NY Zip Codes 100-104, 110-119 will be subject to an additional charge of \$600.

Any shipment involving the loading or unloading of freight in MA Zip Codes 025-026 will be subject to an additional charge of \$400.

Any shipment involving the loading or unloading of freight in FL Zip Codes 33001, 33036-33037, 33040-33043, 33045, 33050-33052 and 33070 will be subject to an additional charge of \$400.

ITEM 315

COMMERCIAL ZONES

This tariff shall abide by the following rule in interpreting commercial zone application for determination of rates: Unless a commercial zone is specifically named and/or described in Item 315 or subparts thereof, a rate named to any specified city, town, or village shall apply only to points with the city limits of such city, town, or village. In no case shall a rate to any specifically named city, town, or village be interpreted or understood to apply beyond the city limits of such city, town, or village unless specifically named in Item 315 or subparts thereof.

Except as otherwise provided, when rates are published from or to a headline point named below, the rates will also apply from or to all other points named in the same item.

CHICAGO, IL RATES

ILLINOIS	ILLINOIS	ILLINOIS	ILLINOIS
Abbott Park	Chicago Heights	Forest Lake	Horatio Gardens
Addison	Chicago Lawn	Forest Park	Indian Creek
Alpine	Chicago Midway Airpt	Forest View	Indian Head Park
Alsip	Chicago Ridge	Four Lakes	Ingalls Park
Aptakisic	Churchville	Foxcroft	Ingalton
Arbury Hills	Cicero	Fox River Estates	Inverness
Argo	Clarendon Hills	Fox River Grove	Irving Park
Arlington Heights	Cloverdale	Frankfort	Island Lake
Argonne	Country Club Hills	Franklin Park	Itasca
Arrowhead	Countryside	Fremont Center	Ivanhoe
Ashburn	Countryside Lake	Frontenac	Jefferson Park
Aurora	Crest Hill	Garfield Park	Joliet
Austin	Crestwood	Gary Gardens	Justice
Avondale	Crete	Geneva	Keeneyville
Bannockburn	Crystal Lawns	Gilmer	Kenilworth
Barrington	Cuba	Glencoe	Kildeer
Barrington Hills	Darien	Glendale Heights	Kitty Corner
Bartlett	Deerfield	Glen Ellyn	Knollwood
Batavia	Deer Park	Glen Ellyn Countryside	Lace
Bedford Park	Dellwood Highlands	Glen Ellyn Woods	LaGrange
Bellwood	Del Mar Woods	Glenview	LaGrange Park
Belmont	Des Plaines	Glenwood	Lake Barrington
Bensenville	Diamond Lake	Golfview Hills	Lake Bluff
Berkeley	Dixmoor	Goodings Grove	Lake Forest
Berwyn	Dolton	Grayslake	Lake Zurich
Bloomington	Downers Grove	Green Oaks	Lakemoor
Blue Island	Dunning	Gurnee	Lakeview
Bolingbrook	Eagle Lake	Hainesville	Lakewood (DuPage)
Brandywine	East Chicago Heights	Half Day	Lambert
Bridgeport	East Dundee	Hanover Park	Lansing
Bridgeview	East Hazelcrest	Harvey	Lawndale
Brighton Park	Echo Lake	Harwood Heights	Lemont
Broadview	Elgin	Hawthorne	Liberty Lake
Brookeridge	Elk Grove Village	Hazel Crest	Libertyville
Brookfield	Elmhurst	Hegewisch	Lily Cache
Buffalo Grove	Elmwood Park	Hickory Hills	Lincoln Estates
Burbank	Englewood	High Lake	Lincolnshire
Burnham	Eola	Highland Hills	Lincolnwood
Burr Ridge	Evanston	Highland Park	Lincolnwood Hills
Butterfield	Evergreen Park	Highwood	Lisle
Butterfield West	Fairfield	Hillside	Lockport
Calumet City	Fairmont	Hinsdale	Logan Square
Calumet Park	Farmingdale	Hodgkins	Lombard
Carol Stream	Flossmoor	Hoffman Estates	Long Grove
Carpentersville	Flossmoor Highlands	Holbrook	Longwood Manor
Chambord	Flowerfield	Hometown	Lynwood
Chicago	Ford Heights	Homewood	Lyons

CHICAGO, IL RATES

ILLINOIS	ILLINOIS	ILLINOIS	ILLINOIS
Markham	Olympia Fields	Spaulding	Worth
Marley	Ontarioville	Spencer	York Center
Marywood	Orchard Place	Steger	Yorkfield
Matteson	Orland Hills	Stickney	
Maywood	Orland Park	Stone Park	INDIANA
McCook	Oswego	Stoney Island	Ainsworth
McGaw Park	Palatine	Streamwood	Black Oak
McQueen (DuPage)	Palos Heights	Summit	Brunswick (Lake)
McQueen (Kane)	Palos Hills	Sunny Crest	Burns Harbor
Medina	Palos Park	Sutton	Chesterton
Melrose Park	Park City	Sylvan Lake	Crown Point
Merrionette Park	Park Forest	Techny	Deep River
Mettawa	Park Ridge	The Meadows	Dyer
Midlothian	Phoenix	Thornton	East Chicago
Moecheville	Plainfield	Timber Lake	East Gary
Mokena	Pleasant Hill	Tinley Park	Gary
Monee	Posen	Tower Lakes	Georgia Heights
Montgomery	Prairie View	Tri State Village	Green Acres
Mooseheart	Preston Heights	University Park	Griffith
Morgan Park	Prospect Heights	Valley View (DuPage)	Hammond
Morton Grove	Quintens Corners	Valley View (Kane)	Highland
Mount Greenwood	Ravinia Park	Vernon Hills	Hobart
Mount Prospect	Richton Park	Villa Park	Independence Hill
Mundelein	Ridgewood	Village Park	Indiana Harbor
Munger	Riverdale	Volo	Kreitsburg
Naperville	River Forest	Warrenhurst	Lake Hills
New Lenox	River Grove	Warrenville	Lake Station
Niles	Riverside	Wauconda	Liverpool
Normantown	Riverwoods	Waukegan	Lottville
Nordic Park	Robbins	Wayne	Meadowdale
Norridge	Rockdale	Westchester	Meadowland Estates
North Aurora	Rogers Park	West Chicago	Meadowland Manor
North Barrington	Rolling Meadows	West Dundee	Merrillville
North Chicago	Romeoville	Western Springs	Munster
North Glen Ellyn	Rondout	Westmont	New Chicago
North Lake	Roselle	Wheaton	New Elliot
North Riverside	Rosemont	Wheeling	Ogden Dunes
North Woods	St. Charles	White Pines	Portage
Northfield	Sauk Village	Wildwood (Cook)	Porter
Norwood Park	Schaumburg	Williams Park	Rexville
Northbrook	Schiller Park	Willowbrook	Ross
Novak Park	Shorewood	Willow Springs	St. John
Oak Brook	Skokie	Wilmette	Schererville
Oakbrook Terrace	Sleepy Hollow	Winfield	Shade Side
Oak Forest	South Barrington	Winnetka	South Haven
Oak Lawn	South Chicago	Wolfs	Wheeler
Oak Meadows	South Chicago Heights	Wood Dale	Whiting
O'Hare International Airport	South Elgin	Woodland Hills	Winthrop Harbor
	South Holland	Woodridge	

DETROIT, MI RATES

DETROIT, MI RATES		
MICHIGAN	MICHIGAN	MICHIGAN
Allen Park	Gibraltar	Pontiac
Auburn Heights	Grosse Pointe	Quakertown
Belleville	Grosse Pointe Farms	Redford Township
Berkeley	Grosse Pointe Park	River Rouge
Beverly Hills	Grosse Pointe Shores	Riverview
Bingham Farms	Grosse Pointe Woods	Romulus
Birmingham	Hamtramck	Roseville
Bloomfield Hills	Hazel Park	Royal Oak
Cady	Highland Park	Royal Oak Township
Center Line	Huntington Woods	St. Clair Shores
Clawson	Inkster	Sheldon
Dearborn	Keego Harbor	Southfield
Dearborn Heights	Lathrup Village	Southgate
Denton	Lincoln Park	Sterling Heights
Detroit	Livonia	Sylvan Lake
Detroit Arsenal	Madison Heights	Taylor
Detroit Metropolitan	Martinsville	Trenton
Wayne County Airport	Melvindale	Troy
East Detroit	Mt. Clemens	Utica
Ecorse	New Boston	Utica Heights
Eloise	North Farmington	Van Dyke
Farmington	Novi	Warren
Ferndale	Oak Park	Wayne
Flat Rock	Orchard Lake	Westland
Franklin	Pleasant Ridge	Willow
Frazer	Plymouth	Woodhaven
Garden City		Wyandotte

KANSAS CITY, MO RATES

KANSAS	KANSAS	MISSOURI	MISSOURI
Aubry	Sunflower	Gladstone	Oakwood Manor
Basehor	Sunflower Army	Glenaire	Oakwood Park
Bethel	Ammunition Plant	Grain Valley	Orrick
Bonner Springs	Tonganoxie	Grandview	Parkville
Countryside	Turner	Grayson	Peculiar
De Soto	US Naval Air	Greenwood	Platte City
Edwardsville	Station (Olathe)	Hampton	Platte Woods
Fairway	Welborn	Harrisonville	Pleasant Hill
Holliday	Westwood	Hickman Mills	Pleasant Valley
Industrial	Westwood Hills	Holmes Park	Prathersville
Airport	White Church	Holt	Randolph
Kansas City	Wilder	Houston Lake	Raymore
Lackmans	Wolcott	Independence	Raytown
Lake Quivira	Zarah	Kansas City	Red Bridge
Lansing		Kearney	Richards Gebaur AFB
Leavenworth	MISSOURI	Knobtown	Riverside
Leawood	Atherton	Lake City Army	Sibley
Lenexa	Avondale	Ammunition Plant	Smithville
Linwood	Belton	Lake Lotawana	Sugar Creek
Loring	Belvidere	Lake Tapawingo	Tarnsey Lakes
Merriam	Beverly	Lake Waukomis	Tiffany Springs
Mission	Birmingham	Lee's Summit	Tracy
Mission Hills	Blue Springs	Levasy	Trimble
Mission Woods	Buckner	Liberty	Unity Village
Morris	Camden Point	Linden	Vale
Muncie	Cement City	Linkville	Waldron
Nearman	Claycomo	Little Blue	Weatherby Lake
Olathe	Cleveland	Lone Jack	Weston
Overland Park	Courtney	Martin City	
Piper	Dallas	Mosby	
Pomeroy	Dearborn	Nashua	
Prairie Village	Dodson	North Kansas City	
Shawnee	East Independence	Northmoor	
South Park	Edgerton	Oaks	
Spring Hill	Excelsior Springs	Oak Grove	
Stanley	Farley	Oakview	
Stillwell	Ferrelview	Oakwood	

MINNEAPOLIS, MN RATES

MINNESOTA	MINNESOTA	MINNESOTA	MINNESOTA
Afton	Edina	Maple Grove	Rosemount
Andover	Excelsior	Maple Plain	Roseville
Anoka	Falcon Heights	Maplewood	St. Anthony
Apple Valley	Fridley	Medicine Lake	St. Louis Park
Arden Hills	Gem Lake	Medina	St. Mary's Point
Bayport	Golden Valley	Mendota	St. Paul
Birchwood	Greenwood	Mendota Heights	St. Paul Park
Blaine	Hamel	Minnetonka	Savage
Bloomington	Ham Lake	Minnetonka Beach	Shakopee
Brooklyn Center	Hastings	Mound	Shoreview
Brooklyn Park	Hilltop	Mounds View	Shorewood
Burnsville	Hopkins	New Brighton	South St. Paul
Centerville	Hugo	New Hope	Spring Lake Park
Champlin	Inver Grove Heights	Newport	Spring Park
Chanhassen	Lake Elmo	North Oaks	Stillwater
Chaska	Lakeland	North St. Paul	Sunfish Lake
Circle Pines	Lakeland Shores	Oakdale	Tonka Bay
Columbia Heights	Lake St. Croix Beach	Oak Park Heights	Vadnais Heights
Coon Rapids	Landfall	Orono	Wayzata
Corcoran	Lauderdale	Osseo	West St. Paul
Cottage Grove	Lexington	Pine Bend	White Bear Lake
Crystal	Lilydale	Pine Springs	Willernie
Dayton	Lino Lakes	Plymouth	Withrow
Deephaven	Little Canada	Prior Lake	Woodbury
Dellwood	Long Lake	Richfield	Woodland
Eagan	Loretto	Robbinsdale	
Eden Prairie	Mahtomedi	Rogers	

ST. LOUIS, MO RATES

ILLINOIS	ILLINOIS	MISSOURI	MISSOURI
Alton	Mont	Beverly Hills	Manchester
Belleville	Moro	Black Walnut	Maplewood
Bethalto	Nameoki	Blackjack	Maryland Heights
Bunkum	National City	Boschertown	Mattese
Cahokia	New Hanover	Breckenridge	Maxville
Carbon	Ogles	Hills	Meacham Park
Caseyville	Oldenburg	Brentwood	Mehlville
Centreville	Pearl Harbor	Bridgeton	Murphy
Clifton Terrace	Peters	Burke City	Normandy
Collinsville	Phelps	Carsonville	Oakland
Columbia	Poag	Chaminade	Oakville
Cottage Hills	Pontiac	Clayton	Olivette
Douglas	Pontoon Beach	Country Life Acres	Orchard Farm
Dupo	Prairie du Pont	Crestwood	Overland
East Alton	Prospect Park	Creve Coeur	Pattonville
East Carondelet	Ridge Prairie	Cross Keys	Peerless Park
East St. Louis	Heights	Des Peres	Pine Lawn
Edgemont	Roxana	Earth City	Portage des Sioux
Edwardsville	St. Thomas	Elm Point	Richmond Heights
Elsah	Shiloh	Fenton	Robertson
Fairmont City	Stallings	Ferguson	Rock Hill
Fairview Heights	Stolle	Fern Glen	St. Ann
Floraville	Swansea	Florissant	St. Charles
Fountain	Venice	Fort Bellefontaine	St. George
French Village	Wanda	Frontenac	St. Johns
Furman	Washington Park	Glendale	Sappington
Glen Carbon	Westview	Hazelwood	Shoveltown
Godfrey	Wilderman	High Ridge	Shrewsbury
Granite City	Wood River	Huntleigh	Simpson
Hartford		Imperial	Spanish Lake
Hollywood Heights	MISSOURI	Jefferson Barracks	Ten Brook
Imbs	Afton	Jennings	Twin Oaks
Lovejoy	Atheim	Keyes Summit	University City
Madison	Arnold	Kirkwood	Valley Park
Maryville	Ballwin	Ladue	Vigus
Merrimac	Bellefontaine	Le May	Webster Groves
Millstadt	Bellefontaine	Le May Station	Wellston
Mitchell	Neighbors	Loehr	West Alton
Monsanto	Berkeley	Machens	Winchester

CLEVELAND, OH RATES											
		OHIO				OHIO				OHIO	
		Bay Village				Highland Heights				Parma	
		Beachwood				Independence				Parma Heights	
		Bedford				Jaite				Pepper Pike	
		Bedford Heights				Lakewood				Richmond Heights	
		Berea				Linndale				River Edge	
		Bratenahl				Lyndhurst				Rocky River	
		Brecksville				Maple Heights				Seven Hills	
		Broadview Heights				Mayfield				Shaker Heights	
		Brooklyn				Mayfield Heights				Solon	
		Brooklyn Heights				Middleburg Heights				South Euclid	
		Brook Park				Moreland Hills				Strongsville	
		Chagrin Falls				Newburgh Heights				University Heights	
		Cleveland Heights				North Olmsted				Valley View	
		Cuyahoga Heights				North Randall				Walton Hills	
		East Cleveland				North Royalton				Warrensville Heights	
		Euclid				Oakwood				Westlake	
		Fairview Park				Olmsted				Westview	
		Garfield Heights				Olmsted Falls				Woodmere	
		Gayes Mills				Orange					
		Glenwillow				Parkview					
PITTSBURGH, PA RATES											
		PENNSYLVANIA				PENNSYLVANIA					
		Allegheny County				Butler County					

ITEM 316

STOP OFF CHARGES

The following provisions govern shipments accorded additional stops in transit to partially load or unload, except as otherwise specifically provided. The initial pickup and final delivery stops are not subject to stopoff charges.

Limitations:

- a. Stopoffs for partial loading or unloading will not be permitted on shipments moving "COD," "In Bond," "To Order," "Order Notify," "Order Care of," nor on which Section 7 of the bill of lading has been executed. Stopoffs are only allowed for prepaid freight.
- b. The substitution of freight for that originally loaded or any exchange of contents at a point or place of stopoff is prohibited.
- c. Stopoffs are not permitted for freight being moved on a hundred weight basis.
- d. When the rate applicable from point of origin to final destination is a specific rate stated in dollars per load, stopoffs are not permitted.

Shipping Instructions

- (a) Arrangements for any stopoff service must be made with carrier before shipment, or any portion thereof, is tendered for transportation.
- (b) The party or parties authorized and designated by the shipper to accept or tender freight at any point or place of stopoff may be the same or other than the billed consignee.
- (c) The bill of lading shall designate the following:
 - 1. Stopoff point or points and places.
 - 2. The weight, quantities, markings and description of articles to be loaded or unloaded, listed by pickup point.
 - 3. The name and address of the party authorized to tender freight or to accept freight for unloading at point of stopoff.

Delivering Instructions

The driver of the vehicle shall obtain in writing a statement such as a notation on the freight bill or delivery receipt of the quantity and description of the portion of the shipment unloaded at stopoff point or points.

Stopoff Charges

(a) Unless otherwise agreed, each stop for either partial loading or partial unloading will be subject to a stopoff charge as specified, with the exception of United States to United States moves with stopoffs in Canada. The stopoff charge in Item 300 will apply to Canadian stopoffs.

1st stop – \$100	3rd stop – \$200
2nd stop – \$150	4th stop or more – \$250

(b) Shipments requiring a dropoff of product and a pickup of product at the same location will be assessed an additional \$50 for that specific stop.

Line Haul Charges

Transportation charges will be assessed on the basis of actual weight of the entire shipment, but not less than the applicable minimum weight, and at the rate applicable from point of origin to final destination. When the rate applicable from point of origin to final destination is a distance rate, such distance rate in effect on the date of shipment, for the applicable distance from point of origin through the stopoff point or points to final destination shall be applied, unless the distance from point of origin to final destination through the stop off points exceeds the direct mileage from origin to destination by more than 15 percent. All miles in excess of 15 percent will be charged the applicable line haul rate or \$1.45 per mile, whichever is greater. Fuel surcharges (Item 990) apply.

ITEM 318**TOLLS**

When the shortest highway mileage from point of origin to final destination (or at the request of shipper, consignee or owner of property), require the transportation over Bridges, Ferries, Highways or Tunnels charging tolls or fees, such charges will be paid by carrier and cost will be billed to the parties responsible for the payment of freight charges and shown on the freight bill. Evidence of the payment of such charges will be furnished to the responsible party upon request.

ITEM 319**SCALING CHARGES**

Each time carrier is required to provide weight verification, in the form of scale tickets, a charge of \$20 per occurrence will apply.

ITEM 320**EXCESS WEIGHT CHARGE**

If carrier must return to origin to remove any excess weight or re-position weight to make a shipment legal, a flat charge of \$75 plus \$1.45 per mile from origin to weighing point and back to origin will be charged. Item 990 also applies.

ITEM 321**PROOF OF DELIVERY**

When a copy of the signed bill of lading, or other document, is required as a prerequisite to payment of the freight charges, carrier will provide required documentation at a charge of \$25 per occurrence. The party responsible for the freight charges will be invoiced for this service.

ITEM 322**COLLECT ON DELIVERY SHIPMENTS**

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

- (a) Collection must be made before shipment is delivered to consignee.
- (b) Collection will be made only by certified check, money order, or cashiers' check, unless otherwise provided by the shipper.
- (c) Carrier will remit COD collection directly to the consignor or other person designated by the consignor as payee promptly and within ten days after delivery of the COD shipment to the consignee.

- (d) The Shipper must notify Carrier of "COD" shipment at load tender and Carrier must agree in writing by a supervisor of the Carrier prior to load acceptance of agreement of "COD" shipment. In addition, the letters "COD" and the amount to be collected must be clearly shown in the space provided for this purpose on the bill of lading or shipping order; also name of payee if other than the consignor.
 - (e) The charge for collecting and remitting COD bills will be collected from the consignor unless the consignor instructs otherwise.
 - (f) The charge for collecting and remitting COD collections will be \$150
-

ITEM 323

SPECIAL SERVICES – TARP CHARGE

At the request of the Shipper, tarping of loads will be accomplished by Carrier when Shipper states on the bill of lading or load tender that tarping is required. A charge of \$85 will be assessed for this service with the following exceptions:

- Shipments of brick, concrete products, bagged aggregates, ores, rocks, or sands will be tarped at a charge of \$50.
 - Shipments of metal racking will be tarped at a charge of \$150.
 - Shipments of legal dimension machinery will be tarped at a charge of \$200.
 - Shipments of over dimension products will be tarped at a charge of \$250.
 - Shipments requiring un-tarping and re-tarping to service a drop and a pick at the same location will be assessed a tarp charge of \$125 in addition to all other applicable tarp charges.
- All shipments containing sharp edges must be sufficiently padded by shipper to protect tarps from damage.
-

ITEM 324

SPECIAL SERVICES – PLYWOOD SIDES

If the use of plywood sides is requested and provided, a charge of \$150 will apply. This service is limited to shipments originating in the MI zip codes 498-499 and WI.

NOTE: These are plywood sides only. Metal bows and tarps are not provided.

ITEM 325

SPECIAL SERVICES – POLE STAKES

If a shipment loaded on flatbed trailers requires the use of steel stakes, there will be an additional charge of \$125 for each such shipment. Pole stakes are available only for loads originating in MI zip codes 498-499 and WI.

ITEM 326

SPECIAL SERVICES – STEPDECK TRAILERS

Any shipment, where a stepdeck trailer was requested and provided, will be assessed an additional charge of 8 percent, subject to a \$125 minimum.

ITEM 327

SPECIAL SERVICES – TEAM RATES

If the party responsible for freight charges, requests and is provided a team (2 drivers) to haul a particular shipment, an additional charge of 10 percent will be assessed.

ITEM 328

SPECIAL SERVICES – HAZARDOUS MATERIALS

Hazardous Materials–

Shipments containing hazardous materials included in Table 2 of Placard Specs will be assessed an additional charge of 25 cents per mile, subject to a \$150 minimum charge.

The following hazardous materials will not be hauled: Class 1.1, 1.2, 1.3, 2.2 (unless under 1001 lbs.), 2.3, 4.3, 6.1, 7.0 and Class 3 combustible liquids in bulk. Hazardous materials in totes will not be hauled. Shipper must provide B/L and MSDS sheet prior to shipment acceptance.

ITEM 329

OVER DIMENSION FREIGHT

Any shipment containing an article which measures in excess of legal length, width or height, dimensions shall be multiplied by the respective percentage stated below to obtain the applicable rate (Example: If normal applicable rate for legal-sized load is 328, and shipment is over dimension of 9 ft. wide, applicable rate will be 125% of 328 or 410):

PERCENTAGE
EXCESS DIMENSION OF RATE
OVER LENGTH:

In excess of 48 feet, but not over 53 feet.....	125%
In excess of 53 feet, but not over 55 feet.....	140%
In excess of 55 feet, but not over 65 feet.....	180%
In excess of 65 feet.....	200%

OVER WIDTH:

In excess of 8 1/2 feet, but not over 10 feet.....	130%
In excess of 10 feet, but not over 12 feet.....	145%
In excess of 12 feet, but not over 14 feet.....	165%
In excess of 14 feet.....	200%

OVER HEIGHT:

Not more than 14 feet.....	130%
In excess of 14 feet.....	165%

Over height shipments shall be measured from the ground to the top of the article after loading.

When the vehicle exceeds more than one type of oversize legal dimension (over width, over length or over height), the dimension providing the highest charge shall apply.

Mileage charges will be based on actual miles traveled.

Charges incurred by carrier for over dimension permits, escort cars or flagmen, when required, shall be paid by shipper and shall be in addition to all other charges. Carrier shall add a 25% handling fee for obtaining these services.

ITEM 330

IN-BOND SHIPMENTS

On shipments where Carrier is named as the Bonded Carrier, a charge of \$150 per shipment will be assessed in addition to all other charges.

ITEM 331**TEMPERATURE CONTROL REQUIREMENTS**

Shipments requiring temperature protection must have the required temperature stated on the Bill of Lading by the Shipper. When no temperature is stated on the Bill of Lading, Carrier will contact Shipper prior to loading. In the event that trailer is loaded and the presented Bill of Lading does not have a stated temperature the Shipper will be required to provide a temperature setting on the Bill of Lading prior to the transport of the load. All time spent will be considered detention time. All time will be charged at \$20 per 15 minutes of delay time.

ITEM 332**EXTENDED REEFER UNIT USAGE**

When Shipper requests and Carrier provides a refrigerated trailer to be loaded but the Consignee is unable to schedule receipt of the load within normal transit times, allowing for weekends and holidays, an additional charge of \$75 per day beyond will be assessed. This will not be assessed if delivery is scheduled for Carrier's transit convenience or if required to comply with Federal Hours of Service Regulations.

ITEM 333**TRAILER WASHOUT FEE**

Washout after delivery, if required, will be assessed to the party responsible for payment of freight charges. This washout rate will be \$25.

ITEM 334**LIABILITY FOR ACCESSORIAL CHARGES**

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

ITEM 335**MINIMUM SHIPMENT CHARGE**

Except as otherwise provided in individual tariffs or items making reference to this tariff, rates stated in cents per loaded mile are subject to a minimum charge per shipment as follows:

\$600 per shipment, except if noted otherwise on another specific rate page related to this publication or as follows (for purposes of this accessorial charge, the states of CT,DC,DE,MA, MD,ME,NH,NJ,NY,PA,RI, or VT shall be defined as "Northeast States"):

- Between / Intra Northeast States will be \$775 per shipment.
- Outbound from Northeast States will be \$475 per shipment.
- Inbound to Northeast States, FL and Canada will be \$850 per shipment.
- Outbound from FL will be \$350 per shipment.
- Inbound to Chicago Commercial Zone and WI \$500.

ITEM 336**RECONSIGNMENT OR DIVERSION**

Shipments may be reconsigned subject to the following:

1. Carrier will make a diligent effort to effect reconsignment but assumes no liability if it is unable to do so.
2. The reconsignment charge will be the through rate from point of origin to final destination through point or points of reconsignment or diversion in effect on the date of shipment from point of origin, plus a charge of \$100 per reconsignment or diversion.
3. When the reconsignment is to a point other than the original destination, rates will be assessed based on the mileage from origin to final destination via the point of diversion.
4. When reconsignment is requested, any shipment for which freight charges are collect shall be converted to a prepaid shipment, and Shipper or party requesting reconsignment shall be responsible for payment of freight charges.
5. Any request for reconsignment or diversion must be confirmed in writing.
6. Item 990 applies to reconsignment charges.

ITEM 337**REDELIVERY**

When a shipment is tendered for delivery and, through no fault of carrier, delivery cannot be made, the following will apply:

1. When carrier is notified that the shipment will be accepted within 24 hours of the first tender, and is accepted within that time, the redelivery charge will be **\$1.45** per mile for additional miles, subject to a minimum charge of \$150.00.
2. When carrier is notified that the shipment will not be accepted within 24 hours of the first tender, or if it is not accepted within 24 hours of the first tender, the redelivery charge will be **\$1.45** per mile for the distance to carriers nearest terminal and return, subject to a minimum charge of \$150.00.
3. Charges provided in this item will be in addition to all other applicable charges, including charges for delay or detention of vehicles.
4. Item 990 applies to redelivery charges.

ITEM 337A**REFUSED SHIPMENTS OR SHIPMENTS RE-ROUTED BACK TO ORIGIN WHILE IN TRANSIT**

When a shipment is tendered for delivery and, through no fault of Carrier, delivery cannot be made and the shipment needs to be returned to the origin, the following will apply:

1. \$3.55 per mile less the mileage rate to the original consignee (destination) equals the return rate, in addition to a reconsignment charge. For example, the outbound rate is \$2.10/a mile; return rate is \$1.45/mile (3.55 - 2.10 = \$1.45). Shipper must approve the return of shipments. A minimum charge of \$600 will apply to this item.
2. Item 990 applies to Refused Shipment.

ITEM 338**DISTANCES**

Except as otherwise provided herein, distances will be computed according to the governing mileage guide, subject to the following provisions:

- (a) Where the shipper or consignee requests transportation of the shipment over a particular route longer than the shortest route over which the vehicle can operate, the mileage over the longer route will be used.
- (b) If operation over the shortest or specified route is not feasible because of operating hazards, load limitations of the highways or bridges, underpasses or other highway limitations, the mileage computed over the shortest route over which the vehicle transporting the shipment can move will be used in determining the charges.
- (c) When shipments move under special permits as required by or obtained from a municipal or state regulatory body or commission, which specifies the route to be traveled by the motor vehicle, the mileage to be used in determining the charges will be the mileage via the route specified in the special permit.

ITEM 400**ALTERNATIVE RATES AVAILABLE**

For shipments valued at \$100,000 or less, 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 (715) 591-3795 ext 1077. 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.

For shipments valued at \$100,001 to \$1 million, the following rates shall apply:

<u>VALUE OF SHIPMENT</u> <u>In Dollars</u>	<u>ADDITIONAL CHARGE</u> <u>In Cents Per Mile</u>	<u>SUBJECT TO A MINIMUM</u> <u>ADDITIONAL CHARGE OF</u>
100,001 - 150,000	.20	\$ 250
150,001 - 200,000	.25	300
200,001 - 250,000	.30	350
250,001 - 300,000	.35	400
300,001 - 350,000	.40	450
350,001 - 400,000	.50	500
400,001 - 450,000	.60	700
450,001 - 500,000	.70	900
500,001 - 550,000	.85	1,100
550,001 - 600,000	.95	1,300
600,001 - 650,000	1.05	1,500
650,001 - 700,000	1.15	1,700
700,001 - 750,000	1.30	1,900
750,001 - 800,000	1.40	2,100
800,001 - 850,000	1.60	2,300
850,001 - 900,000	1.70	2,500
900,001 - 950,000	1.80	2,700
950,001 - 1,000,000	1.95	2,900

Carrier does not accept shipments with declared values exceeding \$1 million. In the event such a shipment is inadvertently accepted, Carrier's liability shall be limited to the lowest limitation of liability applicable pursuant to this Tariff or \$1 million, whichever is lower.

In either event, Shipper must request such increased rates prior to the time of shipment, obtain Carrier's agreement to such rates, and affix the specially assigned identification number on the bill of lading at the time of pick-up. Shipper's indication of valuation of the shipment on the bill of lading shall not be effective to increase Carrier's liability if Shipper has not complied with the provisions of this Item 400.

In the event that Shipper does not request alternative rates in accordance with this Item 400, the Released Value provisions of this Section 4 shall apply.

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.

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 on an objective basis, and not relative to the consignee.

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.

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.

- (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 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.

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 and a service fee of \$50. 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.

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.

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, 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.

ITEM 445**RELEASED VALUATION/USED GOODS**

Unless otherwise agreed in writing, all used goods are released to a maximum evaluation of \$.10 per pound per article. Any goods that are other than new are deemed used (e.g., refurbished, reconditioned, display or demonstration models).

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 \$.50 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.

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.

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.

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.

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 fifteen (15) days from date of the invoice** or as otherwise agreed to with shipper in writing from the presentation of the freight bill.

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.

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.

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 in the federal and state courts encompassing Marshfield, **Wisconsin**, 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.

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.

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.

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.

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.

ITEM 590**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.

SECTION 6 – INTERMODAL SHIPMENTS

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.

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.

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.

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.

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.

ITEM 660**PREARRANGED SCHEDULING OF VEHICLE
ARRIVAL FOR LOADING AND UNLOADING**

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.

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.

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 cannot locate the consignee, or if freight cannot 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.

SECTION 7 – OVERDIMENSIONAL FREIGHT

ITEM 700

OVERDIMENSIONAL FREIGHT

Shipments which, because of their weight, dimensions or dangerous character, require procurement of Special Permits for transportation over streets or highways will be transported subject to the following conditions and minimum charges:

1. Arrangements for transporting freight provided above must be made with the carrier before the shipment or any portion thereof is tendered for transportation.
2. Such shipments will be subject to a charge of 10% of the line haul revenue subject to a \$75.00 minimum charge plus the actual cost of necessary and proper permits to transport through each state which carrier does not have a yearly permit. Carrier is only responsible for overweight up to the maximum weight listed on the permit of each state. Initially, Carrier will pay all fines. The party responsible for the freight charges is responsible for reimbursement to carrier of any fines incurred for any kind of overweight (axle weights, gross weights, bridge laws, etc) based on the permit for each state plus a \$35.00 administration fee for each overweight citation incurred.

ITEM 710

PERMITS

Any shipment which, due to size (height, width or length), shape or weight, requires special permits from the State Highway Department or Departments of States or Cities or Municipalities in which the shipment is being transported, will be subject to the following:

1. The purchase cost of such permits and all other expenses necessary to secure such permits and 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 will be paid by the carrier and collected as follows: (a) When a shipment requires more than one vehicle, charges provided herein DO NOT apply to vehicles which do not contain articles or commodities requiring such permits. (b) A charge of \$60.00, plus \$10.00 Service Fee, for each permit required will be assessed in addition to line haul charges.
2. Any shipment which, due to size, shape or weight, requires a flagman to accompany the vehicle, the rates in Paragraphs 2(a) and 2(b) below, will be charged to the shipper or party requesting movement of the freight: (a) For each flagman accompanying the vehicle in or on which the shipment is being transported, a charge of \$18.55 per hour (See NOTE A) will be made. (b) For each flagman as escort in a vehicle other than the vehicle in or on which the shipment is being transported, a charge of \$22.25 per hour (See NOTE B) per such other vehicle with flagman will be made.

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 16 hours in any one day.

ITEM 990 FUEL SURCHARGE

FUEL SURCHARGE CHART

All regular linehaul charges in ROEV 401, whether rates are per hundred wt. or per mile, are subject to a fuel surcharge calculated as follows:

DOE Fuel	FSC-Cents						
<u>Index Range</u>	<u>Per Mile</u>						
Up to 114.9	0.0	185.0 - 187.4	14.5	257.5 - 259.9	29.0	330.0 - 332.4	43.5
115.0 - 117.4	0.5	187.5 - 189.9	15.0	260.0 - 262.4	29.5	332.5 - 334.9	44.0
117.5 - 119.9	1.0	190.0 - 192.4	15.5	262.5 - 264.9	30.0	335.0 - 337.4	44.5
120.0 - 122.4	1.5	192.5 - 194.9	16.0	265.0 - 267.4	30.5	337.5 - 339.9	45.0
122.5 - 124.9	2.0	195.0 - 197.4	16.5	267.5 - 269.9	31.0	340.0 - 342.4	45.5
125.0 - 127.4	2.5	197.5 - 199.9	17.0	270.0 - 272.4	31.5	342.5 - 344.9	46.0
127.5 - 129.9	3.0	200.0 - 202.4	17.5	272.5 - 274.9	32.0	345.0 - 347.4	46.5
130.0 - 132.4	3.5	202.5 - 204.9	18.0	275.0 - 277.4	32.5	347.5 - 349.9	47.0
132.5 - 134.9	4.0	205.0 - 207.4	18.5	277.5 - 279.9	33.0	350.0 - 352.4	47.5
135.0 - 137.4	4.5	207.5 - 209.9	19.0	280.0 - 282.4	33.5	352.5 - 354.9	48.0
137.5 - 139.9	5.0	210.0 - 212.4	19.5	282.5 - 284.9	34.0	355.0 - 357.4	48.5
140.0 - 142.4	5.5	212.5 - 214.9	20.0	285.0 - 287.4	34.5	357.5 - 359.9	49.0
142.5 - 144.9	6.0	215.0 - 217.4	20.5	287.5 - 289.9	35.0	360.0 - 362.4	49.5
145.0 - 147.4	6.5	217.5 - 219.9	21.0	290.0 - 292.4	35.5	362.5 - 364.9	50
147.5 - 149.9	7.0	220.0 - 222.4	21.5	292.5 - 294.9	36.0	365.0 - 367.4	50.5
150.0 - 152.4	7.5	222.5 - 224.9	22.0	295.0 - 297.4	36.5	367.5 - 369.9	51.0
152.5 - 154.9	8.0	225.0 - 227.4	22.5	297.5 - 299.9	37.0	370.0 - 372.4	51.5
155.0 - 157.4	8.5	227.5 - 229.9	23.0	300.0 - 302.4	37.5	372.5 - 374.9	52.0
157.5 - 159.9	9.0	230.0 - 232.4	23.5	302.5 - 304.9	38.0	375.0 - 377.4	52.5
160.0 - 162.4	9.5	232.5 - 234.9	24.0	305.0 - 307.4	38.5	377.5 - 379.9	53.0
162.5 - 164.9	10.0	235.0 - 237.4	24.5	307.5 - 309.9	39.0	380.0 - 382.4	53.5
165.0 - 167.4	10.5	237.5 - 239.9	25.0	310.0 - 312.4	39.5	382.5 - 384.9	54.0
167.5 - 169.9	11.0	240.0 - 242.4	25.5	312.5 - 314.9	40.0	385.0 - 387.4	54.5
170.0 - 172.4	11.5	242.5 - 244.9	26.0	315.0 - 317.4	40.5	387.5 - 389.9	55.0
172.5 - 174.9	12.0	245.0 - 247.4	26.5	317.5 - 319.9	41.0	390.0 - 392.4	55.5
175.0 - 177.4	12.5	247.5 - 249.9	27.0	320.0 - 322.4	41.5	392.5 - 394.9	56.0
177.5 - 179.9	13.0	250.0 - 252.4	27.5	322.5 - 324.9	42.0	395.0 - 397.4	56.5
180.0 - 182.4	13.5	252.5 - 254.9	28.0	325.0 - 327.4	42.5	397.5 - 399.9	57.0
182.5 - 184.9	14.0	255.0 - 257.4	28.5	327.5 - 329.9	43.0	400.0 - 402.4	57.5

For shipments of less than 150 miles, double the applicable FSC shown above. Beyond 402.4 add an additional \$.005 per mile for every \$0.025/gallon increase in fuel prices.

1. The U.S. average diesel fuel price issued by the DOE each Monday or Tuesday will apply to Wednesday shipments.
2. The fuel surcharge will be shown as a separate line item on freight invoice.

ADDITIONAL SPECIFIC GEOGRAPHIC SURCHARGES WILL APPLY TO SHIPMENTS BETWEEN STATES AS LISTED IN ITEMS 991 AND 992.

Shipments moving between the states of AZ, CA, NV, OR, and WA are subject to an additional surcharge of 10 cents per mile.

Shipments moving between the states of CT, DE, DC, ME, MD, MA, NH, NJ, PA, RI, and VT are subject to an additional surcharge of 5 cents per mile.

West Coast Additional Surcharge

When the DOE West Coast PADD price exceeds the DOE U.S. Average price by more than 20 cents per gallon the **West Coast Table** will be used to apply an additional surcharge per shipment to:

Van shipments

to – AZ, CA (932-961), NV, OR, AND WA
 from – Points in the US, except AZ, CA, NV, OR, and WA

West Coast Table

Van shipments

Price difference

Shipment

		<u>per gallon</u>		<u>Surcharge</u>
from – CA (900-931)				
to – Points in the US, except AZ, CA, NV, OR, and WA	20.1	-	40.0	\$60.00
	40.1	-	60.0	\$100.00
<u>Flatbed/Curtainside shipments</u>	60.1	-	80.0	\$150.00
to – AZ, CA, NV, OR, and WA	80.1	-	100.0	\$200.00
from – Points in the US, except AZ, CA, NV, OR, and WA				