

# TRX TRUCKING, INC.

## General Rating and Rules Tariff

August 1, 2008



The Following is TRX, Inc.'s General Rating and Rules Tariff. This tariff includes our general and terminal service rules, charges, fuel surcharge, and general liability limits. This tariff, and any successive issues, is applicable to all freight received by TRX, Inc. except otherwise provided.

Please note that all shipments accepted for transport are subject to the terms and conditions of this tariff, or any subsequent tariff revisions, in effect on the date that the shipment is tendered for movement.

This rules tariff replaces all prior rules tariffs and supersedes and negates any claimed oral or written contract, promise, representation, or understanding between the parties, except to the extent of a written contract signed by an authorized representative of TRX, Inc.

As business changes, from time to time, we may update, change, or modify this rules tariff and this rules tariff is subject to change without notice. A copy of our most current rules tariff is available upon request.

**Effective Date: AUGUST 1, 2008**

## **General Provisions**

### **ACCESSORIES**

The term accessories refer to any additional or miscellaneous charges in addition to the charges that are paid for the transport of a shipment. These charges are the responsibility of the party paying the original freight charges unless agreed to prior to the acceptance of the shipment by Reserve Transportation Services, Inc.

### **ADVANCING CHARGES/FEES**

1. Unless otherwise instructed by Shipper or Consignee, carrier may advance or pay charges for loading/unloading, storage, scaling fees, trans-loading or consolidation, demurrage, detention, or any other accrued lawful charges. Such advancements or payments, together with the charges accruing under this item, shall be assessed against the party against whom the freight charges on the shipment involved are assessed unless otherwise agreed to.
2. Billing under this item may be made either at the time of billing of the freight charges, if the advancements or payments are then known, or by subsequent billing as necessary. Charges specified in this rule must be entered on billing in such manner as to accurately describe their exact character.
3. A handling charge of 10% will be added on any shipments where TRX, Inc. has advanced charges for the benefit of the shipper, consignee, or equipment owner.

### **ARTICLES OF VALUE**

Articles of value accepted for transportation shall be subject to a maximum liability, for loss and damage, of \$ 100,000.00 per shipment regardless if loss or damage occurs from negligence. Customer may request additional coverage provided the request is in writing and Customer agrees to pay any additional charges and fees. If a shipment with a value over \$100,000 is inadvertently accepted without release or written request for additional coverage then carrier's liability will be limited to \$100,000.

### **BILL OF LADING - TERMS AND CONDITIONS**

Unless otherwise agreed to in writing in advance of a move, all terms, rates and conditions shall be those as indicated on the Standard Truckload Bill of Lading in effect on the date the shipment was tendered to the carrier. Only authorized officials of the carrier are authorized to agree to alternate terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. Drivers employed or hired by the carrier are

not authorized officials of the carrier. Where a Bill of Lading, other than the Standard Truckload Bill of Lading, issued by the shipper is signed for by the carrier's driver, that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. Use of an unauthorized Bill of Lading by the shipper will not constitute an implied acceptance by the carrier if the terms and conditions conflict with the terms of this rules tariff.

1. When a party, other than the Consignor or Consignee, on the Bill of Lading and Shipping Order is responsible for paying the freight charges, the name and address of such third party must be placed on the Bill of Lading and Shipping Order by the Consignor at time of shipment.

2. When Consignor requests carrier to bill a third party, payment of the charges must be guaranteed by the Consignor if the third party fails to pay such charges within 90 days.

## **BROKERAGE**

Carrier reserves the right to broker freight to qualified common carriers as subcontractors to provide part or all of the services required to complete a pick up or delivery of a shipment.

## **CHASSIS**

1. When requested by the Consignor, Consignee, or equipment owner Carrier will provide chassis for the transport of a shipment. Charges for rental shall be at the rates designated in the Carrier's Rate Book. These rates are in addition to any other applicable charges including the positioning of a chassis to pick up a container.

2. When requested by the Consignor, Consignee, or equipment owner, Carrier will provide chains and binders to secure stacks of chassis for the safe transport to destination.

Charges for chains and binders shall be at the rates designated in the Carrier's Rate Book. These rates are in addition to any other applicable transportation charges.

## **CLAIMS – LOSS OR DAMANGE**

1. Carrier will not be responsible for any claims for shortages unless seal integrity is breached while in the possession of Carrier.

2. All shipments are subject to Shippers weight, load, and count. At no time will Carrier be responsible for the count of the shipment. It will be the responsibility of the shipper to affix seal and record the number to bill of lading.

3. Carrier will not be responsible for any damage caused to a shipment by the failure of a shipper to properly block, brace or load shipment.

It is the responsibility of the shipper to properly block, brace and load shipment to withstand the rigors of transportation. If during the transportation of shipment, due to no fault of Carrier, the load shifts due to improper block, brace, or loading of the shipment the shipper is solely responsible for all charges and damages and will hold Carrier harmless for any loss.

4. Claims for loss, damage, delay, and processing of salvage to any shipment will be processed as per 49 U.S.C. 14706, 49CFR Sec.370.11 and 49CFR Sec. 1005.6 and its successors.
5. Shipper must file any claim for loss, damage, or delay in writing within six (6) months from the date of delivery of a shipment.
6. Cargo claims must include all relevant supporting documents including but not limited to, a claim letter, supporting documentation of loss, original bill of lading, delivery receipt, packing lists, seal numbers, salvage documentation, and any shipper or consignee invoices.
7. The customer responsible for payment of freight charges is not permitted to offset any part of the freight charges by the value of any outstanding loss and damage, overcharge or over-collected claims.

## **CONSEQUENTIAL DAMAGES**

In no event will carrier be liable for any special or consequential damages arising from delay in delivery, loss, or damage to cargo. Carrier makes no guarantees or warranties concerning delivery time. Any prior or contemporaneous representations regarding delivery schedules are acknowledged not to be binding on either party. Carrier's liability for loss or damage to any and all part of a shipment shall not exceed the actual amount of the physical loss or damage to the cargo.

## **DEFINITIONS**

**"BACKHAUL"**...Refers to a movement which permits a trucker to return to his home base with either a load or empty hooked to his truck.

**"Bill of Lading"**...Refers to a document, which when signed verifies the receipt of goods and contract of carriage as defined in 49CFR Sec.373.101 and its successors.

**"BUSINESS DAY"**...Each day, Monday thru Friday, excluding Holidays.

**"BUSINESS HOURS"**...The times during which operations are generally conducted by the carrier at the point where the service is performed.

**"CARRIER", "CONSIGNOR" or "CONSIGNEE"**... Will include the authorized representatives or agents of such Carrier, Consignor or Consignee. In this Tariff the "term" CARRIER represents Reserve Transportation Services, Inc.

**"CHASSIS"**...Refers to a vehicle on which a container is transported. There are different types and sizes available to handle the various sizes of a container.

**"CLAIM"**...Refers to (a) A demand made upon a transportation company for payment, due to loss or damage of freight alleged to have occurred while shipment was in possession of

carrier. (b) A demand upon a transportation company for refund of an overcharges from the erroneous application of rates, weights, and assessment of freight charges

**"CONSIGNEE TO UNLOAD THE SHIPMENT"**... The Consignee will perform the complete service of unloading the freight from the position in which it was transported on the carrier's vehicle.

**"CONSIGNOR TO LOAD THE SHIPMENT"**... The Consignor will perform the complete service of loading the freight on to the carrier's vehicle. 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.

**"CONTAINER"**...Refers to a vehicle specifically designed to carry freight with the ability to move with or without a chassis so that it can be conveyed with various modes of transportation.

**"C.Y."**... Refers to a Container Yard where containers are stored.

**"DEMURRAGE"**...Refers to storage charges due on a container or trailer at a rail yard, Pier, or C.Y.

**"DOMESTIC TRAFFIC"**...Refers to any freight originating and terminating in the U.S.

**"DROP"**...Refers to a move whereby the equipment is left at a facility to either load or unload the freight. Once complete the carrier is notified that the unit is ready for subsequent disposition.

**"DEVERSION"**... A change in the name of the Consignor or Consignee. A change in the place of delivery within original destination point. A change in the destination point. Relinquishment of shipment at point of origin. Instructions received by the originating carrier prior to receipt of shipment.

**"EIR"**... Equipment Interchange Receipt A document used to interchange equipment between carriers.

**"EMPTY"**...Refers to a container or trailer that is being repositioned, terminated, or stored without any freight.

**"Flip"**... Refers to the movement of a container by a specialized machine that physically "lifts" the container from one place to move to another (for example from a rail car to a chassis).

**"HOLIDAY"**...Any day generally observed as a holiday by the carrier, at the point where the service is performed, including, but not restricted to:

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When the holiday falls on Sunday, the following Monday will be considered a holiday.

**“INTERMEDIARIES”**...Refers to IMC’s Freight Forwarders, 3PL’s Brokers which are agents of the beneficial owner of the cargo that is under transport.

**“INTERNATIONAL TRAFFIC”**...Refers to any freight with one of the legs originating or terminating in a Country other than the U.S.

**“LESS THAN TRUCKLOAD (LTL)”**... A quantity of freight less than that required for the application of a truckload rate. The historical definition for LTL freight is shipments under 10,000 pounds.

**“LIFT”**...Refers to the movement of a container by a specialized machine that physically “lifts” the container from one place to move to another (for example from a rail car to a chassis).

**“LOADING”**... The complete service of loading the freight on to the carrier’s vehicle, including the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. This further includes furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment including notification of readiness for any dropped equipment.

**“MOVE”**...Refers to all of the legs necessary to complete a shipment.

**“PALLET”**... Includes Pallets, Platforms, Shipping Racks, or Skids, with or without standing sides or ends, but without tops.

**“PER DIEM”**...Refers to the daily use charge for the use of any equipment after the allotted free time. Per Diem is calculated from the date the equipment is picked up until the date the equipment is terminated at a place designated or authorized by the equipment owner.

**“PLACE”**....A particular street address or other designation of a factory, store, warehouse, place of business or private residence at a "Point", including only contiguous property which shall not be deemed separate if intersected only by a public street or thoroughfare.

**“POINT”**...A particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.

**“PREMISES”**...The entire property at or near the physical facilities of the Consignor, Consignee or other designated shipper or receiver of the shipment.

**“PRE-NOTE”**...an order for service from a customer that is for pick-up or delivery sometime in the near future.

**"PRIVATE RESIDENCE"**... Applies to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of services, products or merchandise to the walk-in public during normal business hours.

**"SHIPMENT"**...Refers to a quantity of goods received from a shipper usually on a work order, bill of lading, or shipping instructions that is picked up from or delivered to a consignee at a specified delivery point or destination.

**"SITE"**...A particular platform or specific location for loading or unloading at a "Place".

**"SPOTTED"**...Refers to a move similar to a drop. However, equipment may be spotted at a designated area by the shipper/consignee for subsequent loading or unloading.

**"TERMINATION"**...Refers to the end leg of a move.

**"THIRD PARTY"**...Refers to companies that are neither the shipper nor consignee but may be involved in arranging transportation and assumes the responsibility for the payment of freight charges. Third Parties will have the same responsibilities as those which are referred to herein as shipper or consignee when involved in arranging transportation services.

**"TRAILER"**... A vehicle designed without motive power, to be drawn by another vehicle.

**"TRI-AXLE CHASSIS"**...Refers to a special use 20' chassis that when extended can legally handle heavier loads.

**"TRUCK(S)"**...A motor-powered vehicle with the engine and load-carrying body mounted on the same chassis; or consisting of a combination of a single tractor and Container or trailer, and used on the highways in the transportation of property.

**"TRUCKLOAD (TL)"**... A quantity of freight that is required to fill a container or trailer; the historical definition for TL freight is shipments over 10,000 pounds.

**"UNLOADING"**... includes:

- a. The complete service of unloading the freight from the position in which it was transported on the carrier's vehicle.
- b. Surrender of the Bill of Lading to the carrier on shipments billed "To Order;"
- c. Payment of lawful charges to the carrier when required prior to delivery of the shipment;
- d. Notification to the carrier that vehicle is unloaded; and
- e. Signing of the delivery receipt.

## DETENTION

This applies when the carrier's driver and power unit is delayed or detained either on the premises of the Consignor or Consignee, or as close thereto as conditions will permit, subject to the following provisions:

1. Detention begins after the expiration of free time, as stated in Carrier's rate book.
2. Detention charges will be assessed to the party responsible for the payment of the original freight charges. If prior arrangements have been made to charge a third party for any detention charges and the detention charges are not paid within 60 days from date of invoice then the charges will be re-invoiced to the party responsible for the payment of the original freight charges.
3. When vehicle is both unloaded and reloaded each transaction will be treated independently of the other.
4. Loading or unloading at more than one site within the continuous private property shall constitute one vehicle stop.
5. Computation of time shall begin upon notification by the driver to the responsible representative of the Consignor or Consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the driver of a signed Bill of Lading or receipt for delivery.
6. Computations of time are subject to and are to be made within the normal business day at the designated premises at place of pick up or delivery.
7. When the carrier is permitted to work before or after the normal day such working time shall also be included.
8. If the carrier's vehicle arrives prior to scheduled arrival time, time shall start at the original scheduled appointment time or the actual time loading/unloading commenced, whichever is earlier.
9. A record of the following information will be maintained by carrier and kept available at all times:
  - a. Name and address of Consignor, Consignee or other party at whose place of business vehicle is loaded / unloaded.
  - b. Identification of vehicles tendered for loading or unloading.
  - c. Date and time of notification of the arrival of the vehicle for loading/unloading.
  - d. Date and time loading or unloading begins.
  - e. Date and time loading or unloading is completed.
  - f. Date and time vehicle is released for departure by Consignor, Consignee or by other party, at place of pickup or delivery after loading or unloading is completed.
10. In the event that the Consignor or Consignee refuses to sign acknowledging the date and time the loading or unloading began and ended the driver will note "Refused to Sign" on the documents and the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges.

## **DETERMINING MILEAGE**

Mileages will be computed using the latest version of PC Miler, issued by ALK & Associates.

1. Except as otherwise provided, distances computed between origin and destination shall be the most practical route provided therein.
2. Where the Shipper or Consignee requests transportation of the shipment over a particular route longer than the most practical route the mileage over the longer route will be used.
3. If operation over the most practical or specified route is not feasible because of operating hazards, load limitations of the highway, or bridges, underpasses or other highway limitations, the mileage computed over the actual route of movement of the shipment will apply.
4. When shipments move under special permits, as required by or obtained from a Municipal, State or Federal Regulatory Body or Commission which specify the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the route specified in the special permit.
5. Any fraction in miles greater than one-half (1/2) will be increased to the nearest whole number.

## **DIVERSION**

A request for the Diversion of a shipment will be subject to the following conditions and charges:

### **1. CONDITIONS:**

- a. Requests for a diversion must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container as authority to reship, return or re-consign a shipment.
- b. Carrier will make diligent effort to execute the request for diversion, but will not be responsible if such service is not affected.
- c. All charges applicable to the shipment, whether accrued or accruing, must be paid or guaranteed to the satisfaction of the carrier before the diversion will be made.

### **2. Charges:**

- a. If diversion is requested before an attempt at delivery is made then the shipment will be rated by the published tariff rates to the new point of delivery and no additional charges for diversion will be calculated.
- b. If diversion is requested while in route the Charges will be published tariff rates to and from re-consignment Point, but not less than the published rate from the original point of origin to ultimate destination.

## **DROPPED EQUIPEMENT**

Except as otherwise provided, upon reasonable request of Consignor, Consignee or others designated by them and subject to the provisions contained herein, carrier will deliver and unhook the power unit from the vehicle (equipment) at the premises of the consignor, consignee, or any others designated by them for the purpose of loading/unloading.

1. Charges for dropped equipment are in the Carrier's Rate Book.
2. Carrier's responsibility for safeguarding shipments terminates when vehicle is dropped at or on the site designated by the consignee.
3. Carrier's responsibility for safeguarding shipments begins when vehicle (equipment) is picked up and is under the care and custody of the carrier.
4. Carrier will not attempt to pick up vehicles (equipment) until notification of availability is given to carrier.
5. In the event that Carrier is required to have a container lifted from a customer provided chassis and a live lift cannot be completed, through no fault of the carrier, if the carrier is instructed by the facility to drop the customer's chassis the carrier will not assume any responsibility for loss, damage, or misuse of the customer's chassis.
6. In the event that Carrier is required to have a container lifted from a chassis and a live lift cannot be completed, through no fault of the carrier, if the carrier is instructed by the facility to return at a later date than the consignee, consignor, shipper of record, or equipment owner will be responsible for a re-delivery charge, as outlined in the Carrier's Rate Book, to return with the equipment for a live lift.

## **FUEL SURCHARGE**

### **APPLICATION OF SURCHARGE**

1. All charges for line haul transportation resulting from rates and/or charges, named in this publication and amendments thereto, are hereby or will on their effective dates be increased as provided below, for the period these provisions are in effect.
2. In applying the provisions of this item, first determine the applicable line haul charge. The line haul charge so determined will be further subject to the surcharge provided herein.
3. The proceeds from this fuel related increase(s) will be passed along to the individuals or entities actually bearing the burden of the increased fuel costs.
4. The term "LINE HAUL CHARGES" referred to herein applies to all charges other than accessorial charges.
5. The net line haul charge will be subject to a fuel surcharge as provided below.
6. The amount of the fuel surcharge will be determined by using the U. S. Department of Energy National U.S. Average Diesel Fuel Price Index. The current On-highway Diesel Price may be obtained by calling 1-202-586-8800 (24 hours per day) or on the Internet at: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>
7. The U. S. National Average On-highway Diesel Price announced each Monday will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the succeeding WEDNESDAY based on the above referenced U. S. D.O.E. On-highway Diesel Price.

## TRX, INC. FUEL SURCHARGE SCHEDULE

<b>From</b>	<b>To</b>	<b>Surcharge</b>	<b>From</b>	<b>To</b>	<b>Surcharge</b>
1.20	1.269	1%			31%
1.27	1.339	2%			32%
1.34	1.409	3%			33%
1.41	1.479	4%			34%
1.48	1.549	5%			35%
1.55	1.619	6%			36%
1.62	1.689	7%			37%
1.69	1.759	8%			38%
1.76	1.829	9%			39%
1.83	1.899	10%			40%
1.90	1.969	11%			41%
1.97	2.039	12%			42%
2.04	2.109	13%			43%
2.11	2.189	14%			44%
2.19	2.249	15%			45%
2.25	2.319	16%			46%
2.32	2.389	17%			47%
2.39	2.449	18%			48%
2.45	2.529	19%			49%
2.53	2.599	20%			50%
2.60	2.669	21%			51%
2.67	2.739	22%			52%
2.74	2.809	23%			53%
2.81	2.879	24%			54%
2.88	2.949	25%			55%
2.95	3.109	26%			56%
3.11	3.179	27%			57%
3.18	3.249	28%			58%
3.25	3.319	29%			59%
3.32	3.389	30%			60%

8. Fractions of less than one-half cent will be dropped; fractions of one-half cent or greater will be increased to the next whole cent.

### HAZARDOUS MATERIALS

Shipments of HAZARDOUS MATERIALS as defined by Department of Transportation Regulations, including 49 CFR Parts 100 thru 180, will be accepted for transportation in carrier's vehicle, subject to the following provisions:

1. A Handling charge of 20% or \$75.00, whichever is higher, per shipment, will be charged in addition to all other applicable charges.

2. Upon receipt of shipment customer must provide the carrier a bill of lading that is legible, accurate, and complete with all proper Hazmat information, including an emergency response number. Customer must also ensure that the shipment is properly placarded once loaded and that placards are removed once equipment is unloaded.

## **IMPRACTICABLE OPERATIONS**

Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

1. The conditions of roads, streets, driveways, alleys or approaches thereto.
2. Inadequate loading or unloading facilities.
3. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.
4. The condition of the consignor, consignee, or equipment owner's equipment, or if a shift in cargo occurs which makes the transport of the shipment unsafe or illegal to operate.
5. Chassis that are improperly blocked, stacked, or banded together.

Carrier will resume the movement of the cargo provided that the consignee, consignor, or equipment owner has corrected the condition which caused the unsafe or illegal condition or has guaranteed to pay any charges that Carrier may incur to correct said defect or condition.

## **LABOR**

1. When requested by the Consignor or Consignee, labor will be furnished by the carrier for loading or unloading. At each location where labor is used, the charges shall be at the rates designated in the Carrier's Rate Book.

Labor charges are in addition to any other applicable charges including detention charges for the power unit.

2. Time shall be computed from the time the labor arrives at the place of pickup or delivery until loading or unloading is completed. Labor will not be furnished unless requested by Consignor or Consignee.

3. All shipments are subject to shipper load and count and consignee unload and count. Carrier will not be responsible for shortage claims when driver labor is provided for load/unloading.

4. The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

## **LOADING - UNLOADING**

Rates subject to provisions that Consignor is to load and/or Consignee is to unload the shipment are subject to the following additional provisions:

1. At time of shipment a notation must be made on the Bill of Lading and Shipping Order that Consignor is to load and/or Consignee is to unload the shipment.
2. The complete loading and/or unloading service of the freight, including the count thereof, must be performed by the Shipper and/or Consignee at his expense without any assistance from the carrier. The carrier's employee and power unit are 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.
3. The complete loading service includes the counting and loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports, not constituting a shipping carrier, container or package, or a part of the vehicle, when required to protect and make shipments secure for transportation must be furnished and installed by the Shipper.
  - (A). the complete unloading service means that the Consignee must remove the freight from the position in which it is transported in or on the carrier's vehicle.
4. In the event the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading.

## **PER DIEM**

Per Diem charges apply when equipment is delayed or detained either on the premises of the Consignor or Consignee, or as close thereto as conditions will permit, subject to the following provisions:

- 1. Carrier Owned Equipment.** Carrier will allow 48 hours free time for loading/unloading on any owned equipment. A charge will be assessed, per the Carrier's Rate Book, on any equipment after the expiration of free time. Charges will cease upon notification of availability to Carrier.
- 2. Rail or Intermodal Equipment Providers.** Free time on any rail or third party owned equipment shall be date of interchange plus 48 hours from the time the equipment is placed at the facility of the consignee/consignor. A charge will be assessed, per the Carrier's Rate Book, on any equipment after the expiration of free time. Charges will cease upon interchange to an authorized designated facility. Carrier reserves the right to affect interchange within reasonable time usually within two (2) days of notification of availability. This is not a guarantee of service and charges will accrue and consignee, consignor, or third party responsible for the freight charges will be responsible for all charges until the physical date of interchange.
- 3. Steamship Owned Equipment – International Shipments.** Free time on any Steamship owned equipment will be day of interchange plus 48 hours. The exception to this will be in cases where consignee has contractual agreements with the Steamship Line for additional free time. A charge will be assessed, per the Carrier's Rate Book, on any equipment after the expiration of free time. Charges will cease upon interchange to a

facility designated by the equipment owner or any other authorized representative. Carrier reserves the right to affect interchange within reasonable time usually within two (2) days of notification of availability. This is not a guarantee of service and charges will accrue and consignee, consignor, or third party responsible for the freight charges will be responsible for all charges until the physical date of interchange.

**4. Steamship Owned Equipment – Domestic Shipments.** Free time on any steamship equipment used in domestic service will be 48 hours from the time the equipment is placed at the facility of the consignee/consignor. A charge will be assessed, per the Carrier's Rate Book, on any equipment after the expiration of free time. Charges will cease upon interchange to a facility designated by equipment owner or to a rail facility for shipment disposition. Carrier reserves the right to affect interchange within reasonable time usually within two (2) days of notification of availability. This is not a guarantee of service and charges will accrue and consignee, consignor, or third party responsible for the freight charges will be responsible for all charges until the physical date of interchange.

**5. Notification of Availability.** Consignor/consignee must notify Carrier by E-mail or fax when loading/unloading is complete and the equipment is available for pickup. Carrier will accept notification of availability over the phone only as a backup to a fax or e-mail.

- a. Per Diem charges will be assessed against the consignor in the case loading spotted units or the consignee in the case of unloading spotted units irrespective of whether charges are prepaid or collect.
- b. When because of a strike by its employees it becomes impossible for consignor, consignee, or other party designated by them to make available for movement by Carrier any equipment detained on their premises OR because of an existing condition which prohibits or impedes the ability of Carrier to pick up equipment at the premises or designated site the notification of availability will be when Carrier receives in writing the date the strike or other prohibitive conditions no longer exists.
- c. When at the request of the consignor, consignee, or others designated by them, a shipment is picked up and stored at Carrier's facility for a future delivery schedule or to avoid storage/demurrage charges, Per Diem charges will begin on the date of the actual interchange.
- d. Carrier, for the purpose of substantiating charges, will only provide interchanges and/or bill of lading with invoice.
- e. If there are multiple units at a consignee/consignor Carrier will make every effort to pick up the oldest equipment first but will not offer any a reduction in charges for our inability to do so.

## **PAYMENT OF CHARGES**

1. Invoices for all applicable charges are expected to be paid, in U.S. fund, within 15 days from the date of issue.

- a. A service charge of 1.5% will be charged to any invoice not paid after a thirty (30) calendar day period from the date of invoice.
- b. A service charge of 2.0% will be charged to any invoice not paid after a sixty (60) calendar day period from the date of invoice.

- c. Any invoice that remains unpaid after sixty (60) days is subject to legal action and/or collection with an outside agency.
2. In the event it becomes necessary to employ the use of an attorney and/or collection agency to collect all applicable charges such as freight, accessorial, or any other accrued lawful charges, an amount equal to 35% of the outstanding balance or \$500.00, whichever is greater, shall be assessed in addition to applicable charges.
3. Any forms, or copies of forms, that are to be submitted with any secondary copies of Freight Bills or statements of charges, for the purpose of collections, will be subject to a \$25.00 charge for providing such service.
4. Any secondary proof of delivery that is necessary will be subject to a \$25.00 charge for each copy provided.
5. Customers may not "short pay" charges, deduct or off set charges from any freight bill unless authorized in writing prior to the deduction
6. When a check is issued for payment of a carrier's freight bill, or to cover charges for any other lawfully applicable service performed by the carrier, and the check is returned unpaid due to insufficient funds, or stop payment order, or any other reason, an additional service charge of \$50.00 will be assessed to the party issuing the check.
7. Carrier will accept shipments that are "COLLECT" and in cases where the shipper of record requests that a portion of the charges be billed to a third party under the following conditions:
  - a. The shipper of record has established credit with Carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within 120 days from the date of shipment.
  - b. Carrier will only accept Collect on Delivery (COD) shipments if the shipper so advises in advance of the carriage and payment is made by Certified Check.

## **PREARRANGED APPOINTMENTS FOR LOADING OR UNLOADING**

Except as otherwise provided, upon reasonable request of Consignor, Consignee or others designated by them and subject to the provisions contained herein, carrier will, without additional charge prearrange appointments for arrival of equipment for loading or unloading shipments.

1. If Carrier is unable to maintain prearranged appointment then an alternative appointment must be arranged and agreed to by consignee, consignor, or responsible third party. If such an agreement cannot be reached then Carrier will allow a 15 minute extension in free time for every 15 minutes that the vehicle is delayed from the original scheduled arrival time with a maximum 60 minute extension for loading or unloading.
2. Prearranged appointments 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 consignor, consignee, or third party responsible for freight charges shall be responsible for all per diem, storage, or demurrage if the mutually agreed to appointment

for loading or unloading is beyond the expiration of any applicable free time. This includes instances where a unit may sit at the carrier's facility, rail, CY, or other designated pier or terminal until time of delivery for any prearranged appointment.

4. Notwithstanding prior provisions of this item, Carrier is not bound to transport a shipment by a particular appointment or in time for a particular market, but is responsible for transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier. The carrier offers no guarantee of pick up, transport or delivery other than reasonable dispatch and does not offer reduction or cancellation of freight or other charges in the event of the alleged late pick up, transport or delivery.

5. Carrier is not liable for alternate transportation costs, direct or indirect expenses, exemplary, special, or consequential damages arising out of any delays to the shipment while in carrier's control unless carrier is advised in writing of any potential expenses, penalties, or additional costs for any transportation delays prior to the acceptance of the shipment.

## **REFUSED OR UNDELIVERABLE FREIGHT / EQUIPMENT**

1. If freight cannot be delivered because of the Consignee's refusal or inability to accept it, the carrier will contact Consignor as promptly as possible for disposition. If freight is returned undelivered to carrier's facility then shipment will be subject to applicable storage, detention, and redelivery charges. On undelivered shipments, disposition instructions printed on the Bill of Lading, Shipping Order, Shipping Label or Container, or disposition instructions issued prior to tender of delivery will not be accepted as an authority to reship, return or re-consign a shipment, or to limit storage liability.

2. 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 was not delivered as instructed. If, because of this error or omission, on the part of the Consignor, the freight becomes subject to storage charges the Consignor will be responsible for those storage charges until the carrier can reschedule delivery and pick up shipment for the delivery appointment.

3. If the freight cannot be delivered because of the consignee, shipper, third party, or equipment owner has not provided rail, CY, pier, depot, or other such terminal correct documentation such as rail billing, guarantee of charges, release number, redelivery number or any other documentation necessary to return the equipment and the equipment is returned to the carrier's facility then equipment will be subject to applicable storage, detention, and redelivery charges.

4. All Redelivery charges are outlined in the Carrier's Rate Book.

## **SCALING OF EQUIPMENT**

The carrier will verify the weight of any shipment upon request by either the consignor, or consignee, or shipper of record.

1. Such verification will only be made while in the custody of the carrier and will be performed at either a certified public scale or on the scales of the consignee/consignor.

2. A shipment charge of \$75.00 will be assessed for each time a shipment is scaled, in addition to the scale fees charged by the public scale unless the scale is on the property of the consignee/consignor then no additional charges will apply.
3. This charge is to be paid by the party requesting the service.

## **SHIPPER POOLS**

Except as otherwise provided, upon reasonable request of Consignor, Consignee or others designated by them and subject to the provisions contained herein, carrier will establish a pool of equipment at a designated site or facility for the purpose of loading/unloading.

1. The initial number of units required will be delivered to pool by carrier as instructed by consignee, consignor, or equipment owner.
2. For the purpose of rating the first and last units will be billed as round trip moves to cover carrier's expense of bobtailing power unit back to home terminal or to shipper's pool to recover loaded or empty equipment.
3. Once pool is established, upon notification of availability, carrier will deliver another unit to the pool then pick up the unit that is available.
4. If the carrier is requested to deliver additional equipment for the pool and there is no available equipment for return then a shipment will be billed as a round trip shipment.
5. Per Diem will be applicable in accordance with the provisions of this tariff.

## **STOPOFFS**

A single shipment may be stopped for partial loading or partial unloading, subject to the following provisions:

1. After initial pickup stop at origin, and prior to final delivery stop at destination, shipment may be stopped for the purpose of picking up or delivering component parts of a single shipment at origin, at point's en route to destination or at destination.
2. Pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or at intermediate stop off points within continuous private property at the place of the party receiving the service. Continuous private property may be intersected by no more than one public street or thoroughfare.
3. The point of origin will be the initial place of interchange. The greatest mileage between this point and the furthest point of loading/unloading will determine the base rate.
4. The miles for the entire trip will then be calculated and the miles used to calculate the base rate will be subtracted leaving the out of route miles.  
The rate will be the base rate plus a mileage rate of \$1.65 for any out of route miles plus a stop off charge of \$75.00 per stop off.
5. If a stop off is in the same commercial zone a flat rate of \$25.00 will be charged for any out of route miles in addition to the \$75.00 stop off charge.
6. Free time for loading/unloading will be the same as any other shipment with the same origin/destination and will cumulative for all stops.

## **STORAGE AND DEMURRAGE CHARGES**

The carrier will not accept any responsibility for storage or demurrage charges unless done so in writing. The carrier must identify the date that the responsibility begins, location, equipment number, and dollar amount that the carrier is responsible for. This rule applies even if carrier is notified by a delivering carrier or facility of the arrival of the load or equipment and the carrier has no prior delivery instructions, bill of lading, or work order from the Consignor.

If in the event the carrier fails to pick up the shipment and the shipment goes into storage, the shipment shall be subject to a maximum liability of two (2) days storage. If storage charges begin on a Friday then carrier will be responsible for no more than a maximum liability of four (4) days storage.

## **SUNDAYS OR HOLIDAY DELIVERY**

1. When Consignor or Consignee requests carrier pickup, deliver, interchange or transfer of shipments between carriers on Sundays or Holidays, such service may be rendered, subject to a \$100.00 per shipment charge which shall be in addition to all other lawfully applicable charges.
2. Carrier is not obligated to furnish pick up or delivery service on Sundays or Holidays.
3. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pick up or delivery will be made.
4. The term "HOLIDAY" means: Christmas Day; Independence Day; Labor Day; New Year's Day; Thanksgiving Day; or any day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday. If a delivery date is specified on the Bill of Lading or the Shipping Order and it is a Sunday or Holiday, such document must also indicate that the date is in fact a Sunday or a Holiday.

## **VEHICLE FURNISHED, BUT NOT USED**

1. When a carrier is requested to dispatch a vehicle and such vehicle is furnished but not used, due to no fault of the carrier, a charge will be assessed against the party making such request. The charges will be assessed as follows:
  - a. Shipments less than 200 miles.....Published Tariff Rate
  - b. Shipments over 200 miles...1.65 mile all miles
2. Upon arrival of the vehicle with power unit, the Consignor will have free time of 60 minutes to inform carrier the vehicle will not be used. If carrier is detained beyond 60 minutes, an additional charge of 18.75 per fifteen (15) minutes or fraction thereof will be assessed, in addition to other applicable charges provided herein.

## **WEIGHT LIMITS**

Carrier will not knowingly accept any shipment where the gross weight or axle weight exceeds the legal limits or weight laws of any jurisdiction through which the shipment must move.

If during the pick up of a shipment either at a shipper, rail, pier, CY, DMT, or any other point so designated when it is not possible to determine the weight of the vehicle, the driver will use the weight stated on the bill of lading, waybill, or interchange as a means to determine the weight of a shipment. Should the driver suspect that the shipment is overweight, the driver will take the shipment to the nearest certified public scale to weigh. If the load is over the legal gross or axle weights allowed the consignor, consignee, or shipper of record will be responsible for disposition and will assume any additional charges that the carrier may incur while in possession of the shipment.

At no time will Carrier become responsible for any overweight charges or fines on shipments unless shipment is scaled and moved without consent of shipper.

## **YARD STORAGE**

Upon the request of a customer the carrier will at times dray pending shipments to an off site facility or storage yard to provide the customer with storage rates lower than that of the rails, pier or any other such facility. While at the storage yard the Carrier will not accept any liability for any per diem that may be chargeable and the customer agrees to accept any per diem charges that the carrier may receive.