

**Marathon 200**

**MARATHON TRANSPORT, INC.  
(MC-320050)**



**TARIFF**

**CONTAINS RULES, REGULATIONS, AND CHARGES  
APPLYING TO  
ALL SHIPMENTS BETWEEN ALL POINTS  
TENDERED TO  
OR  
TRANSPORTED BY  
MARATHON TRANSPORT, INC.**

**Issued by:  
David Hartman  
Vice President  
100 Industry Drive  
Pittsburgh, PA 15275**

**ITEM**

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## CONTACT INFORMATION

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### DEPARTMENTAL DIRECTORY- ALL DEPARTMENTS CAN BE REACHED BY CALLING 412.490.6020

DISPATCH	EXT. 1
SAFETY	EXT. 3
OVERDIMENSION PERMITS	EXT. 4
CREDIT/ ACCOUNTS RECEIVABLE	EXT. 5
BILLING	EXT. 5
AFTER-HOURS, EMERGENCY CONTACT	888.278.0623
CARRIER WEBSITE	<a href="http://www.theTII.com">www.theTII.com</a>

## **SECTION I- RULES**

### **ITEM 100                    DEFINITIONS**

When used herein, the term “Carrier” shall apply to the carrier whose name is shown on the title page of this tariff.

When used herein, the term “Shipper” shall also mean “Consignor”, or the party that has hired the Carrier.

All monetary amounts referenced herein are in U. S. Funds.

When used herein, the term “normal business hours” means

7:00 am to 4:00 pm Mondays to Fridays, inclusive.

8:00 am to 12:00 Noon Saturdays.

National Holidays and legal holidays in the state of destination are excluded.

National Holidays are defined as New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

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### **ITEM 110                    APPLICATION**

To the extent that subject matter is not specifically addressed in a written agreement with Carrier, then the rules and provisions of this tariff will apply.

The rules and rates herein apply to all shipments handled by Carrier, whether on Carrier’s trailer or via “towaway” service, in which Carrier is supplying a tractor and a driver to transport a loaded or empty trailer or other towable shipment owned by customer.

The rules and rates herein apply to all shipments regardless of whether they are subject to the jurisdiction of the Federal Motor Carrier Administration.

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### **ITEM 120                    NON-WAIVER**

Failure by Carrier to apply or enforce the provisions or charges herein for any particular shipment or shipments shall not be considered a waiver of its ability to enforce application of such provisions or charges on any past, current, or future services provided.

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**ITEM 130                    DISPUTE RESOLUTION**

In the event that a dispute can not be resolved voluntarily between or among Carrier, shipper, consignee, or owner any goods subject to such dispute, any civil action for, arising from, or related to such transportation services must be filed solely in the Common Pleas Court of Allegheny County, Pennsylvania, and the shipper, consignee, or owner hereby consents to the exclusive jurisdiction of such court for any such action.

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**ITEM 140                    CANCELLATION OF ORIGINAL AND REVISED PAGES**

From time to time, Carrier may amend various provisions of this tariff. Revisions may be made without prior notice, but will not apply to any shipments already in route at the time of the revision.

Revisions will be made by the reissuance of entire pages. Revisions will be issued in numerical order, and each revision will immediately cancel the prior issue of that page.

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**ITEM 150                    MILEAGES**

All mileages will be calculated using PC Miler, issued by ALK Associates, most current version. Mileages will be computed using the “practical route” option.

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**ITEM 160                    BILL OF LADING- TERMS AND CONDITONS**

1. Application. Every shipment moved by Carrier shall be subject to the terms and conditions shown herein, with the exception of shipments moving via a Government Bill of Lading. Shipper agrees that all property tendered to Carrier is subject to these terms and conditions.
2. Carrier Liability.
  - a. Carrier shall be liable as at law as a motor carrier for any loss or damage to the property transported except as specified herein.
  - b. Carrier is not bound to transport said property by any particular schedule, or in time for any particular market, except than with reasonable dispatch.
  - c. Carrier shall not be liable for any loss of, damage to, or delay in the delivery of the property caused by an act of God; the public enemy; the authority of law; strikes; riots; the inherent vice of the goods; quarantine; embargo; or any act, default, negligence, or omission of the shipper or owner of the goods.
  - d. Carrier shall not be liable for any loss of, damage to, or delay in the delivery of the property which are attributable to any defect or vice in the property.
  - e. Carrier’s maximum liability shall be as stated in its tariff, which is available to the public on carrier’s website, which can be found at [www.thetii.com](http://www.thetii.com). Carrier’s tariff

- may include a limit per pound as well as a limit per shipment. Higher limits are available- see tariff for complete details.
- f. Carrier shall be entitled to receive the full benefit of any insurance that may have applied on or to any property being transported in the event that Carrier is liable for loss of or damage to the property, provided, however, that Carrier shall be required to reimburse the claimant for the premium of any such insurance, for one year, to a maximum of the amount of the claim.
  - g. If property shipped is used or reconditioned, Carrier shall only be liable for upset damage.
  - h. Carrier shall not be liable for any special, consequential, indirect, or incidental damages.
3. Method of Transportation.
    - a. If necessary to effect delivery or for Carrier's convenience, Carrier may utilize the services of other motor carriers or transportation providers via any route deemed prudent by Carrier.
    - b. If the property is carried by water during transit, and any loss or damage occurs while the property is in the custody of the carrier providing the water carriage, the liability of such carrier shall be determined by that carrier's Bill of Lading and by the laws and regulations applicable to transportation by water.
  4. Hazardous Goods Shipments. Shipper shall bear full liability for, and shall indemnify Carrier from, all losses, damages, fines or expenses attributable to the shipment of hazardous or dangerous goods or explosives without giving twenty four (24) hours prior written notice to Carrier of the nature and details of such goods. In the event that such goods are placed on Carrier's vehicle without prior written notice, Carrier has the option of placing any such goods in a warehouse at the shipper or owner's expense or risk, or the goods may be disposed of without compensation to the owner of the goods.
  5. Weights- Accuracy of. Shipper is responsible for the accuracy of the weight provided to Carrier on the Bill of Lading. Shipper shall indemnify Carrier for the cost of any fines incurred by Carrier that are attributable to inaccurate weights on the Bill of Lading. In the event that Carrier's truck is detained by any governmental authority for being overweight, and the proximate cause of that overweight condition is inaccuracy of the Bill of Lading weight, shipper shall be responsible for all costs incurred by Carrier. Such costs may include but are not limited to fines or citations; charges paid to unload part of the shipment to enable Carrier's vehicle to proceed; storage charges to hold the portion of the shipment that was removed; and the cost to ship the freight that was unloaded to its final destination. Carrier may, at its option, require shipper to recover the freight that was offloaded and arrange for its transportation to final destination, which action will not affect shipper's obligation to reimburse Carrier for costs as detailed above.
  6. Section 7 Endorsements. This Bill of Lading does not allow for Section 7 endorsements by the shipper. The shipper shall be liable for the freight charges and all other lawful charges on all property tendered to Carrier. Shipper may designate that Carrier should collect its freight charges from the receiver or any other party by indicating same on the face of the Bill of Lading. In such cases, carrier is entitled to require payment of freight charges before making delivery. However, Carrier's failure to require payment prior to

delivery does not alleviate shipper of its responsibility for payment of the freight charges in the event the designated payer does not make payment to Carrier.

7. Responsibility for Property.
  - a. Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination has been duly sent or given, and after placement of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vessel, vehicle, car, depot, warehouse or place of business of the Carrier, subject to the tariff charge for storage and to Carrier's responsibility as warehouseman, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the point of delivery or at other available point, then in other available storage facility, 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. In the event consignee cannot be found at address given for delivery, notice of the placing of the goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the Bill of Lading for notification, showing that such property has been warehoused.
  - b. Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, upon tender of delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, Carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the Carrier; PROVIDED, that the Carrier shall have first mailed, sent or given to the shipper notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the Bill of Lading if disposition is not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; PROVIDED, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed, was mailed, sent or given.
  - c. Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier in its discretion, to prevent deterioration or further deterioration, may sell the same to the best advantage at private or public sale: PROVIDED, that if time serves for notification to the shipper or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.
  - d. Where the procedure provided for in the two paragraphs preceding is not possible, it is agreed that nothing contained in those 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, advertising, sale, and other necessary expense and of caring for and maintaining the property, if proper care of same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.
8. Alterations to the Bill of Lading. Alterations, additions, or deletions of any portions of this Bill of Lading must be authorized by Carrier, in writing, from any of the individuals named on the Contacts page of its published tariff, or by any other Officer of the Carrier's corporation. Carrier's drivers or driver helpers are not authorized to accept or to make changes to the Bill of Lading, nor to bind Carrier to non-conforming or alternative Bills of Lading or terms, and their signatures attesting to any such changes shall be of no force or effect.

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**ITEM 170 BILL OF LADING- CORRECTED**

Corrected Bills of Lading to change the freight payment terms from Prepaid to Collect will not be accepted after the shipment has been delivered. A corrected Bill of Lading to change the freight payment terms from Prepaid to Collect will not be accepted if Section 7 or any other non-recourse clause of the corrected Bill of Lading has been signed by the shipper. Carrier does not accept Section 7 endorsements.

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**ITEM 180 FREIGHT INVOICES- DOCUMENTS**

Carrier shall comply with reasonable requests of shipper or the payer of the freight charges relating to documents required to accompany Carrier's invoice, provided such requests are made prior to the shipment being made. Carrier utilizes an imaging/scanning system, and will provide imaged copies of such documents. Carrier will not provide original documents under any circumstances.

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**ITEM 190 DELIVERY SERVICE- WITHOUT RECEIPT**

When carrier is required or requested to deliver at a location at which there is no one present to sign for the delivery, Carrier's driver shall sign for the delivery, that delivery notation shall be binding, and Carrier's responsibility for the cargo shall cease upon delivery being made.

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**ITEM 200                    MAXIMUM VALUE LIMITATION**

Carrier's maximum liability for cargo loss or damage will be one hundred thousand dollars (\$100,000.00) per truckload shipment, or the value per lb. per article as stated below, whichever is less.

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**ITEM 210                    RELEASED VALUE LIMITATION**

All shipments transported by Carrier are subject to a released value of \$1.50 per pound, except as otherwise provided herein. Carrier's liability for shipments of used or reconditioned goods shall be ten cents (\$.10) per pound.

Carrier will accept shipments of greater value per pound, if arrangements are made with an officer of the Carrier or with any persons listed on the Contacts page herein, and acknowledged in writing by that person. Carrier will advise of the surcharge for the additional insurance coverage, and such charges must be agreed to in writing by the customer requesting the additional insurance in order for the coverage to be effective.

The released value shall be deemed to relate separately to the net weight of each shipping package or the weight of each loose article not enclosed in a package, and not to the shipment as a whole. In case of loss or damage to a portion of the contents of a shipping package, the amount recoverable will be the released value per pound multiplied by the net weight of the package, but not more than the actual loss or damage.

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**ITEM 220                    CUSTOMS CLEARANCE**

Carrier assumes no liability for insuring or otherwise providing for clearance of goods through or clearance of goods by Canadian or Mexican Customs. Carrier does not claim any expertise in Customs clearance matters, and does not hold itself out to provide this service. Shippers are advised to obtain the services of a qualified Customs Broker for all international shipments.

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**ITEM 230                    MEXICO- SHIPMENTS TO OR FROM**

It is understood that Mexican carriers do not typically carry cargo insurance, and that loss of and damage to cargo is more common in Mexico than in the United States or Canada. Shippers, consignees and owners of goods travelling to or from Mexico are strongly encouraged to obtain their own cargo insurance from a Mexican insurance company for loss of or damage to shipments while in Mexico.

Carrier shall have no liability for claims for loss, damage or delay for shipments to or from Mexico unless it can be proven that such loss, damage or delay occurred outside of Mexico. Loss

or damage to cargo moving to or from Mexico shall be presumed to have occurred in Mexico absent clear and convincing evidence to the contrary. Claimant shall bear the burden of producing such clear and convincing evidence.

If Carrier is determined to be liable for loss, damage or delay occurring within Mexico, Carrier's liability is limited to ten cents (\$.10) per pound times the weight of the item lost, damaged, or delayed.

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**ITEM 240                      IMPRACTICABLE OPERATIONS**

- a) In no case shall Carrier be required to perform pick up or delivery service at any location from or to which it is impracticable to operate vehicle because of:
  - 1) The condition of the 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.
- b) When request by shipper, consignee or owner, or shipment requires that Carrier's equipment leave improved street or highway, for the purpose of loading or unloading by shipper, consignee, or owner, any damage done to carrier's equipment resulting from such loading, unloading, towing, pushing or winching shall be the expense of the shipper, consignee, or owner, whichever makes the request.
- c) On shipments picked up or delivered at places not located on improved highways or streets, Carrier will not be responsible for damages to the cargo where the damage occurred during the portion of the trip that was not on improved highways or streets. Carrier will not be responsible for damage to ground surface, building, vegetation or other property.

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**ITEM 250                      LOADING OR UNLOADING**

Except as otherwise provided, loading of freight on the Carrier's vehicle(s) shall be performed by the shipper, and unloading of the freight from the Carrier's vehicles shall be performed by the consignee.

Pick-up and delivery service by Carrier does not include the performance of inside collection or delivery where such location is not directly accessible to highway vehicles operated by Carrier.

When special equipment is necessary to perform the loading or unloading, it shall be supplied by the shipper or consignee together with a person for the operation thereof.

If, for the benefit of and at the request of shipper or consignee, an additional person(s) is required for loading or unloading, the additional person(s) shall be furnished by the shipper or the consignee.

When an expense is incurred by the Carrier at the point of origin for loading of shipment on carrier's vehicle, or at any one or more of the delivery points for unloading of shipment from Carrier's vehicle, a charge shall be assessed on the shipment equal to the amount of the charge assessed against the Carrier.

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**ITEM 260                      PROHIBITED COMMODITIES**

Carrier shall not accept shipments of live animals, cash, precious metals, copper, nickel, onions, watermelons, consumer electronics, loose household goods not crated or packaged, jet engines, consumer electronics, tobacco products, firearms, alcoholic beverages other than beer, jewels or jewelry, documents, artifacts, artwork, or furs. In the event Carrier is given any such prohibited commodities, Carrier shall have no liability for loss of, theft of, or damage to those commodities.

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**ITEM 270                      PACKAGING – PACKING REQUIREMENTS**

- A. All articles must be so prepared or packed as to insure safe transportation with ordinary care on the part of the Carrier. The Carrier will refuse to handle any article not in such condition or so prepared for shipment as to render transportation thereof reasonably safe and practicable.
- B. When articles are subject to damage arising from atmospheric conditions, the shipper must provide ample protection against such damage (exclusive of tarpaulins or coverings to Carrier's vehicle(s)) and Carrier reserves the right to refuse to accept for transportation any article not so protected.
- C. Except as otherwise provided in Item 290 (EXCLUSIVE USE OF VEHICLE), each truck must be loaded as compactly as loading conditions will permit.

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**ITEM 280                      CONSEQUENTIAL DAMAGES**

Carrier will not be liable for special, incidental, indirect, or consequential damages (including without limitation crane charges, labor charges, forklift charges, late delivery charges except as specified herein, changes in the market price of the shipment, loss of sale, lost profits, loss of customer goodwill, or lost business opportunities) or punitive and/or exemplary damages incurred or suffered by shipper, consignee, owner, or any other party. This limitation shall apply regardless of whether the Carrier had knowledge that such charges might be incurred. Carrier will only be responsible for the actual value of the cargo being transported subject to Carrier's limits of liability.

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**ITEM 290 EXCLUSIVE USE OF VEHICLE/ EXPEDITED SERVICE**

Shipper may request the exclusive use of Carrier's vehicle for any shipment, at a rate agreed to between the shipper and the Carrier. The Bill of Lading must indicate these terms. However, any such arrangement does not guarantee that the Carrier will not transport any other shipper's property on or in the same trailer at the same time. Carrier's charges shall not be decreased in this event.

Unless the shipper has contracted with Carrier to provide team drivers subject to the additional charges herein, it is understood that Carrier is providing service via single driver, subject the provisions of the U. S. Dept. of Transportation hours of service regulations and limited by the driver's available hours.

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**ITEM 300 SPOTTED EQUIPMENT**

When Carrier has spotted trailers at a shipper's location, Carrier's responsibility for cargo begins when Carrier takes physical possession of its loaded trailer. Carrier's responsibility ends when the shipment is delivered, or in the case of spotted equipment at a consignee's location, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

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**ITEM 310 CARGO CLAIMS FOR LOSS OR DAMAGE**

The provisions of this item shall apply to all shipments handled by Carrier in intrastate, interstate, or foreign commerce.

**Limitations of Carrier Liability**

Carrier shall not be liable for property loss, damage or delay caused by an act of default by the shipper, owner, or consignee; the inherent vice of the goods; an act of God, the public enemy, authority of law, quarantine, embargo, riot, or strike.

**Carrier Responsibility**

Carrier's responsibility begins when the cargo has been loaded in or on the Carrier's trailer to the satisfaction of Carrier's driver, and ceases when Carrier has presented the shipment to the consignee and nothing further remains for Carrier to do prior to consignee unloading the shipment. Carrier is not liable for cargo damage due to shipper's loading of the freight or to consignee's unloading of the freight.

**Special and Consequential Damages**

Carrier will not be liable for special, incidental, indirect, or consequential damages (including without limitation crane charges, labor charges, forklift charges, late delivery charges except as specified herein, changes in the market price of the shipment, loss of sale, lost profits, loss of customer goodwill, or lost business opportunities) or punitive and/or exemplary damages incurred

or suffered by shipper, consignee, owner, or any other party. This limitation shall apply regardless of whether the Carrier had knowledge that such charges might be incurred. Carrier will only be responsible for the actual value of the cargo being transported subject to Carrier's limits of liability.

### **Late Delivery Claims**

Carrier is not bound to deliver shipments by any particular schedule, or in time for any particular market, and is not liable for late delivery charges or missed appointment charges unless agreed to in writing prior to the acceptance of the shipment by an officer of Carrier. There will be an additional charge of \$.50 per mile for this service, with a minimum charge of \$200.00, and Carrier's maximum liability for any such late deliveries shall be limited to \$2,500.00 per shipment.

### **Notations at Time of Delivery**

Carrier will not accept any responsibility for damage, shortage, etc. notation by consignee on a delivery receipt or bill of lading without approval of the general office in Pittsburgh, PA.

### **Concealed Damage**

When damage to contents of a shipping container is discovered by the consignee which could not have reasonably been determined at the time of delivery it must be reported to the Carrier within ten (10) days of delivery, in writing or by electronic communications, and a request for inspection by Carrier should be made at that time. If more than ten days pass between the date of delivery and the date of report of loss or damage to Carrier, the consignee or claimant have the burden of proof to establish that damage was incurred during transportation by Carrier.

### **Duty to Mitigate**

The claimant has the duty to mitigate claims, and to exercise reasonable diligence in mitigating damages. Claimant may not reject or refuse any shipment due to damage of a portion of the shipment. Claimant or its customer must receive the shipment, accept the portions that are not damaged, and mitigate Carrier's losses with regards to the portion of the shipment that is damaged. Neither claimant nor its customer may refuse to receive a shipment unless that shipment is "practically worthless".

### **Filing of claims**

A claim for loss or damage to cargo shall not be voluntarily paid by Carrier unless filed in writing with Carrier within the specified time limits or as otherwise may be required by law, the terms of the Bill of Lading, or other contract of carriage.

Claims must be received by Carrier within nine (9) months of delivery or, in the case of lost or undelivered shipments, within nine (9) months from the date delivery should have been made.

A written or electronic communication (when agreed to by the Carrier and shipper or receiver involved) from a claimant, filed with Carrier within the time limits specified (1) containing facts sufficient to identify the shipment (or shipments) of property, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or

determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims; provided, however, that where claims are electronically handled, procedures are established to ensure reasonable carrier access to supporting documents.

Carrier reserves the right to require any and all other documentation it reasonably deems necessary, in its sole discretion, to investigate any claim. This may include invoices from claimant to its customers for damaged or lost shipments; invoices from vendors of claimant for parts or labor to repair damaged shipments; work and/or pay records to substantiate claims for labor; and copies of invoices or statements for travel costs.

**Documents not constituting claims**

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, shall, standing alone, not be considered as sufficient to comply with the minimum claim filing requirements specified herein.

**Claims filed for uncertain amounts**

Whenever a claim is presented against Carrier for an uncertain amount, such as “\$100.00 more or less”, the Carrier shall determine the condition of the shipment involved at the time of delivery, 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 this section.

**Processing Fees**

Carrier shall not be liable for administrative fees or processing fees levied by claimant for the filing of claims, and shall not be required to pay such fees.

**Acknowledgment of claims.**

Carrier shall, upon receipt of a proper claim in the manner and form described herein, acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of its receipt by the Carrier. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required to process the claim as its preliminary examination of the claim, as filed, may have revealed.

**Disposition of claims.**

Carrier shall pay, decline, or make a firm compromise settlement offer in writing or electronically to the claimant within 120 days after receipt of the claim; provided, however, that if the claim cannot be processed and disposed of within 120 days after the receipt thereof, Carrier shall at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing or electronically of the status of the claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such advice to the claimant in its claim file thereon.

When settling a claim for loss or damage for a shipment of new goods, Carrier shall use the invoice costs of the lost or damaged item to determine the cost basis. When settling a claim for loss or damage for a shipment of used goods, Carrier shall use the replacement value as a base to apply a depreciation factor to arrive at the current actual value of the lost or damaged item; Provided, that where an item cannot be replaced or no suitable replacement is obtainable, the proper measure of damages shall be the original costs, augmented by a factor derived from a consumer price index, and adjusted downward by a factor depreciation over average useful life.

### **Suits for disallowed claims**

Suits against carrier must be instituted no later than two years and one day from the day when written notice is given by Carrier that Carrier has disallowed all or any part of the claim.

### **Processing of salvage**

When visible or open damage to a shipment has been established by notation having been given at time of delivery or concealed damage established by inspection report, it is the duty of the consignee to retain damaged merchandise and shipping container until carrier desires to take possession of merchandise as salvage. If Carrier's investigation conclusively reflects carrier liability, Carrier will take possession of the damaged merchandise as soon as possible and in any event, within sixty (60) days from date of shipment was noted damaged on the Carrier's delivery receipt or from date of inspection report, if damage was concealed. If Carrier does not take possession of the damaged merchandise within the time prescribed above, consignee must contact delivering Carrier and request removal of goods from his premises within fifteen (15) days from the date of such communication. The above applies only when the Carrier and the consignee agree that the Carrier will handle disposition of the salvage, and does not in any manner affect the legal duty that the consignee, when there is substantial value in the salvage, must accept and handle it in manner as to mitigate the Carrier's loss as much as possible. If there is doubt of Carrier liability, the Carrier will so advise consignee; in which event the consignee must hold the merchandise until liability of Carrier is determined, or may dispose of it so as to mitigate the damage, and may file claim for such damage. Carrier will remove the damaged goods within the fifteen (15) day period or advise consignee that Carrier liability is in doubt and that damaged merchandise is to be retained by the consignee until Carrier has completed investigation of claim.

Whenever material, goods, or other property transported by Carrier subject to the provisions herein contained is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, the Carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein.



### **Offsets for Freight Claims**

Claimants may not deduct or offset any cargo loss or damage claims from freight charges owed to Carrier, either on the shipment involved in the loss or damage claim or on any other shipments. Carrier reserves the right, in its sole discretion, to either credit an account or provide an actual refund for any sums determined by Carrier to be owed.

### **Shipments to or from Mexico**

It is understood that Mexican carriers do not typically carry cargo insurance, and that loss of and damage to cargo is more common in Mexico than in the United States or Canada. Shippers, consignees and owners of goods travelling to or from Mexico are strongly encouraged to obtain their own cargo insurance from a Mexican insurance company for loss of or damage to shipments while in Mexico.

Carrier shall have no liability for claims for loss, damage or delay for shipments to or from Mexico unless it can be proven that such loss, damage or delay occurred outside of Mexico. Loss or damage to cargo moving to or from Mexico shall be presumed to have occurred in Mexico absent clear and convincing evidence to the contrary. Claimant shall bear the burden of producing such clear and convincing evidence.

If Carrier is determined to be liable for loss, damage or delay occurring within Mexico, Carrier's liability is limited to ten cents (\$.10) per pound times the weight of the item lost, damaged, or delayed.

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## **ITEM 320                      FREIGHT CHARGES- PAYMENT OF CHARGES**

Carrier is under no obligation to extend credit to any party. Absent a written waiver by Carrier or contractual specification to the contrary, all freight transportation and related charges are due and payable within thirty (30) days of the date of invoice, or in the event of a cancelled move, within thirty (30) days of the date of the invoice.

If the customer has NOT paid in full the freight bill presented within the credit period specified above, a charge of 1-1/2% (one and one half percent) of the unpaid balance of the freight bill shall be assessed, which charge shall be in addition to all other applicable freight charges. Thereafter a charge of 1-1/2% (one and one half percent) of the unpaid balance of the freight bill shall be assessed for each additional calendar month, or fraction thereof, the freight bill remains unpaid, which charge shall be in addition to all other applicable charges.

In the event it becomes necessary to employ the services of a collections agency and/or attorney for the collection of freight charges, an amount equal to 35% of the outstanding freight charges, or \$250.00, whichever is greater, shall be assessed in addition to the applicable freight and interest charges.

If legal action is necessary against debtor for failure to make payment of legal freight charges, the debtor will be responsible for court fees in addition to the costs specified above.

Carrier hereby reserves the right to hold shipments for any customer with past-due (as defined above) invoices, pending receipt of payment in a form acceptable to Carrier for all past-due invoices and for the shipment being held. Only upon receipt of such funds will Carrier release held shipment(s) for delivery.

Customer 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 under Item 310, "Cargo Claims for Loss or Damage".

Whenever Carrier incurs costs due to customer requirements, the customer shall be invoiced at 115% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

Customer may elect to pay freight charges via a credit card. If a credit card is used for payment, carrier will assess an additional five percent (5%) credit card administration fee.

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**ITEM 330                      FREIGHT CHARGES- COLLECTION ON DELIVERY**

If the Carrier cannot extend credit to a customer, the Carrier may agree to accept shipments on the basis of "Collection on Delivery". In these cases, the following apply:

- (a) All arrangements for Collection on Delivery must be agreed to prior to the Carrier picking up any freight from the Shipper.
- (b) A company check is not considered acceptable means for Collection on Delivery.
- (c) The method of payment must be pre-arranged prior to loading the customers' freight. Secure forms of payment include wire transfer, money orders, a cashier's check made out to the Carrier, credit card (Visa or MasterCard only), or any other means accepted by Carrier prior to loading the freight.
- (d) For Collection on Delivery arrangements, the Carrier will not unload the customer's freight without receipt of the agreed acceptable means of collection from the Consignee or Shipper.
- (e) If the Carrier does not receive payment at the time of delivery, the Carrier will take possession of the freight until such time the customer pays the Carrier. The Carrier shall have a possession lien on shipments where funds are not received from the customer. In addition, to the extent permitted by law, Carrier will have a general lien on any goods that have come or will come into its possession, and on any proceeds thereof, for any and all charges due and owing to the Carrier regardless of whether those charges are related to the goods or proceeds against which the general lien is being enforced.

- (f) The customer will be responsible for any warehousing or storage fees that the Carrier incurs while the freight is in the Carrier's possession as a result of not receiving collection on delivery. Whenever Carrier incurs costs for warehousing or storage, the customer shall be invoiced at 115% of all costs incurred.

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**ITEM 340                      FREIGHT CHARGES- THIRD PARTY BILLING**

On shipments tendered to Carrier by property broker or other third-party intermediary, Carrier will invoice such party for its freight charges. Carrier reserves the right to invoice the shipper of the goods in the event full payment of its freight charges is not received in the terms specified herein pursuant to third-party billing, and Carrier reserves the right to invoice the receiver of the goods of freight collect shipments in the event full payment of its freight charges is not received in the terms provided herein pursuant to third-party billing. In this case, the shipper and consignee guarantee to pay Carrier's charges.

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**ITEM 350                      FREIGHT CHARGES- OVERPAYMENTS**

If Carrier receives an overpayment or a duplicate payment for any shipment, Carrier shall apply any such overpayment amounts to any other outstanding invoices or balances due invoiced to the same company that made the overpayment or duplicate payment. Carrier shall also be entitled to apply such funds to outstanding invoices or balances due owed to any affiliates of Carrier. If there are no such outstanding payments due to Carrier or its affiliates, Carrier shall refund the overpayment or duplicate payment within a reasonable period of time.

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**ITEM 360                      LIEN RIGHTS**

Carrier shall have a possessory lien on shipments and any proceeds therefrom in its dominion and control for the payment of any amounts due and owing to the Carrier. In addition, and to the extent permitted by law, Carrier will have a general lien on any goods that have come or will come into its possession, and any proceeds thereof, for any and all charges due and owing to Carrier regardless of whether those charges are related to the goods or proceeds against which the general lien is enforced.

## **SECTION II- ACCESSORIAL CHARGES**

### **ITEM 500 NEW YORK ARBITRARY CHARGE**

Shipments destined wholly or in part to New York, NY (including all points in the boroughs of Bronx, Brooklyn, Manhattan, Queens, Richmond, and Staten Island), and to points in Nassau and Suffolk Counties, NY, will be subject to an additional charge of \$200.00 per vehicle used. The purpose of this charge is to enable Carrier to defray the costs of bridge tolls, turnpike tolls, and lost productivity due to congestion.

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### **ITEM 510 CANADIAN TOLL, CUSTOMS, AND BORDER CLEARANCE FEES**

This item applies on shipments originating in or destined to Canada, and on shipments moving between points in the United States but which are transported through Canada to minimize the mileage on the shipment. Bridge tolls, customs fees, border clearance fees, fees for cross-border security services, and any other charges directly related to the shipment or vehicle crossing the international border shall be in addition to all other charges, and shall be assessed at Carrier's actual costs for such fees and expenses.

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### **ITEM 520 INSURANCE SURCHARGE**

If Carrier is required to supply auto liability insurance (also known as "Public Liability and Property Damage Insurance") in an amount greater than \$1,000,000, Carrier will assess an additional insurance surcharge. When rates for such excess insurance have not been agreed to in writing, the Insurance Surcharge shall be five percent (5%) of the invoice amount, subject to a \$200.00 minimum charge per shipment.

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### **ITEM 530 FUEL SURCHARGE**

All shipments moved by carrier are subject to a fuel surcharge.

The fuel surcharge shall be assessed on a cents per mile basis for loaded miles. The surcharge shall be effective any time the national average diesel fuel price exceeds \$1.20 per gallon as reported by the Department of Energy. The surcharge is subject to change each Monday, based on the national average price for diesel fuel for the previous week. The fuel surcharge shall be calculated as follows:

(National Average Price for Diesel Fuel - \$1.20 per gallon)/ 5.0 MPG

Surcharges will be rounded to the nearest one cent per mile. Surcharges ending in .50 cents per mile will be rounded up to the next higher cents per mile number.

As an example, if the price of diesel fuel was \$3.49 the previous week, the fuel surcharge will be calculated as  $(\$3.49 - \$1.20) \div 5.0 = \$0.458$  per mile, and will be charged as \$.46 per mile.

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**ITEM 540 TEAM DRIVER**

When requested by shipper or consignee for the transportation of a shipment, Carrier will furnish, when available, an extra driver. Charges shall be assessed on the basis of the applicable rate plus a charge of fifty cents (\$.50) per mile from point of origin to destination subject to a minimum charge of \$150.00 per any 24 hour period or fraction thereof, per extra driver.

Charges herein are applicable in addition to all other charges otherwise provided in this tariff.

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**ITEM 550 SATURDAY, SUNDAY AND HOLIDAY SERVICE**

When Carrier is requested by shipper, consignee, or third-party bill-to customer to pick-up or deliver on a Saturday, Sunday, or National Holiday, an additional charge of \$275.00 will apply for each such pick-up or delivery.

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**ITEM 560 TARP CHARGE**

When Carrier is requested to fully tarp a shipment with a height of four (4) feet or greater, an additional charge of \$150.00 shall apply.

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**ITEM 570 EMPTY MOVEMENT**

When a shipper specifically orders Carrier to dead-head an empty trailer (Note A) to a specified point, a charge of \$2.25 per empty mile, subject to a minimum charge of \$250.00 shall apply. The shipper must make its request in writing making reference to this item or to \$2.25 per empty mile.

NOTE A: For the purpose of this item the term empty trailer shall include equipment of any kind, including trucks, trailers, jeeps or dollies.

NOTE B: Fuel surcharge shall not apply to rates for empty movements.

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**ITEM 580 REEFER (MECHANICAL REFRIGERATION) CHARGE**

Except as otherwise specifically provided, rates do not include the cost of protection from heat and/or cold. When such protective service is directed or required by the shipper or consignee, carrier will provide said service at a charge of twenty five cents (\$.25) per loaded mile, subject to a minimum charge of \$100.00 per shipment. Bill of Lading must state "Protective Service Required" and the desired temperature to be maintained.

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**ITEM 590 STRINGING OF PIPES, POLES, RAILS, ETC.**

Stringing of pipeline or poleline material, steel rail, guide rail, etc. will be provided by Carrier at a charge of \$75.00 per hour, in addition to all other applicable charges. Any additional labor or equipment required to accomplish unloading will be borne by the party responsible for paying the freight charges. Time will commence when the truck arrives, during normal business hours at the designated original unloading point or other designated place, which point or place shall be shown on the Bill of Lading. Time will terminate when the last piece is unloaded.

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**ITEM 600 WEIGHING SERVICE**

When carrier is requested to weigh a shipment enroute or at destination a charge of \$50.00 will be assessed for each weighing service and such charge will be in addition to all other applicable charges.

NOTE: The term "weighing service" means weighing of the vehicle empty (or partially empty) and/or loaded (or partially loaded).

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**ITEM 610 REDELIVERY**

When through no fault of the carrier, a shipment cannot be delivered after tender of delivery or reasonable effort to effect delivery is first made during business hours (Note A) and a redelivery is made at a later date on shipper's or consignee's request, an additional charge of \$500.00 will apply. When the driver is required to lay over for a period of time exceeding 24 hours an additional charge of \$500.00 will apply for each additional 24 hour period or fraction thereof.

Note A: Where consignee maintains more than one receiving point at destination and the shipping instructions do not specify at which receiving point the shipment is to be tendered, it shall be optional with the Carrier to tender the shipment for delivery at any receiving point at the billed destination.

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**ITEM 620 TRUCK ORDERED, NOT USED**

When shipper, consignee or other party orders a vehicle to be dispatched to a designated point for loading and such equipment is furnished but not used (through no fault of carrier), a charge of \$1.95 per mile will be assessed for each mile from the original point of dispatch to the designated point for loading and thence return to the original point of dispatch, subject to a minimum charge of \$350.00.

Charges will be assessed against party responsible (shipper, consignee, or other party) for having ordered the unused vehicle.

Detention charges (see Item 640) apply in addition to charges herein.

If a shipment has not been tendered to carrier within five (5) hours from time of arrival, vehicles shall be deemed to be released and charges will be assessed as provided above.

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**ITEM 630 STOP-OFF FOR PARTIAL LOADING OR UNLOADING**

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

1. If the trailer is completely emptied at any stop-off point(s), the provisions of this item will not apply. In such cases, each segment of the trip before and after the trailer being emptied will be charged as separate shipments, at the rates herein.
2. Mileage shall be calculated via all intermediate stop-off points. Should shipper, consignee, or bill-to customer request that shipment be routed in any order other than the shortest possible routing, Carrier will be entitled to invoice for the mileage routed via customer request.
3. The charge for the first 3 stop-offs per shipment shall be \$75.00 each; additional stop-offs will be charged at \$95.00 each.
4. All charges must be billed to one party. If Carrier is required to bill any additional parties on a stop-off load, there will be an additional charge of \$95.00 added to each such additional billing.
5. Stops enroute to re-tag or re-mark any freight will be treated as if freight had been loaded or unloaded, and shall be assessed a stop-off charge as indicated herein.

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**ITEM 640 DETENTION**

This item applies when carrier's vehicles with power units are delayed or detained on the premises of shipper, consignee or on other premises designated by them or as close thereto as conditions will permit, subject to the following provisions:

The detention charges due the carrier will be assessed against the shipper in the case of loading and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be responsible for any accrued detention.

Nothing in this item shall require a carrier to pick up or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pick up and delivery schedules at hours other than its normal business hours.

The time per vehicle shall begin upon notification by carrier's driver or agent to a responsible representative of shipper, consignee or other designated party at the premises of pick up or delivery of the arrival of the vehicle for loading or unloading. Upon such notification the responsible representative of shipper, consignee or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refuses to enter the time, then carrier's driver or agent will enter the time and it will be binding upon each party.

Time shall end upon completion of loading or unloading except as provided for in this section. Upon such completion a responsible representative of shipper, consignee or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's driver or agent will enter the time and it will be binding.

Computations of time are subject to and are to be made within the normal business hours at the designated place of pick up or delivery. If Carrier is permitted to work beyond this period, such working time shall also be included. If Carrier can not complete loading or unloading process on the day of arrival, and is requested to return on any day in the future, charges for Redelivery, as specified in Item 610 shall also apply. In such cases, there will be no free time allowance on the day Carrier returns to complete loading or unloading.

Each shipper and consignee shall be given two (2) hours Free Time in which to complete the loading or unloading of a truckload shipment, or one (1) hour in which to load or unload a stop-off shipment. Detention of vehicles beyond Free Time will be charged at the rates as shown below:

<u>Equipment</u>	<u>Charge per hour or fraction thereof</u>
Tractor (power unit only)	\$ 75.00
Tractor and Trailer, up to 6 axles total	\$100.00
Tractor and Trailer, 7-8 axles total	\$125.00
Tractor and Trailer, 9 or more axles total	\$200.00
Escort Vehicles for overdimension shipments	\$ 40.00

Trailers without tractors- Carrier does not normally separate its trailers from its power units. In the event that Carrier is asked to drop its trailer for the convenience of the shipper or consignee, the above rates will apply for the first four (4) hours of applicable detention time, and will be reduced ten percent (10%) for every hour thereafter.



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**ITEM 650 COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**

Carrier does not hold itself out to provide a Collect on Delivery service for the benefit of the shipper or the owner of the cargo. Carrier's drivers are not authorized to accept shipments which require the driver to collect funds in any form for the payment of the goods as a condition of delivery. If a C.O.D shipment is inadvertently accepted and delivered by Carrier without obtaining payment for the goods or if payment is stopped on any checks, the sole recourse of the shipper or the owner of the goods shall be to the consignee. Carrier is not responsible for lost, stolen, or NSF (Non Sufficient Funds) checks.

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**ITEM 660 DIVERSION IN TRANSIT**

When Carrier is requested to change the place of delivery before it has presented a shipment to the original consignee, it will make a diligent effort to execute such request, but will not be responsible if such service is not performed. Diversion of a portion of a shipment is prohibited. If diversion is effected, the charges to be applied shall be the higher of the rate per mile to the original destination or to the ultimate destination. Mileage shall be calculated from origin, to the point where Carrier's driver is notified of the diversion, to the final delivery destination. In addition, there will be a charge of \$75.00 for Diversion in Transit. Shipments diverted under the provisions of this rule will be subject to all other charges established by Carrier and/or provided in this tariff.

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**ITEM 670 RECONSIGNMENT**

When Carrier is requested to change the place of delivery after it has already presented a shipment to the original consignee named on the Bill of Lading, it will attempt to execute such request, but will not be responsible if such service can not be effected. If accepted, all charges accruing to the shipment must be paid or guaranteed to the satisfaction of Carrier before reconsignment will be made. Charges for this service are as shown below:

1. If new destination is within 5 miles of original destination, there will be a charge of \$95.00. If shipment was presented to original consignee during normal business hours, and delivery to new consignee can not be effected the same day due to no fault of carrier, the redelivery charges, as specified in Item 610 shall also apply. Detention charges, as detailed in Item 640, shall also be assessed from time of arrival at original consignee until time when the order for reconsignment is given.
2. If new destination is more than 5 miles, but no more than 50 miles from original destination, there will be a charge of \$95.00 plus \$2.50 per mile from original consignee to new destination. If shipment was presented to original consignee during normal business hours, and delivery to new consignee can not be effected the same day due to no fault of carrier, the redelivery charges, as specified in Item 610, shall also apply. Detention charges, as detailed in Item 640, shall also be assessed from time of arrival at original consignee until the shipment is unloaded.

3. If new destination is more than 50 miles from original destination, charges will be assessed as if Carrier were taking a new shipment, at the rates specified in Section III of this tariff. The minimum charge will be \$495.00. Detention charges, as specified in Item 640, shall also be assessed from time of arrival at original consignee until the shipment is unloaded. There will be no charge for redelivery if Carrier is able to deliver the following calendar day. If Carrier is unable to deliver the following calendar day, through no fault of Carrier, then redelivery charges as specified in Item 610 shall also apply.

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**ITEM 680                      STORAGE CHARGES**

- a. Property not received by the party required to receive it within the free time allowed herein after notice of the arrival of the property at destination has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, vehicle, public warehouse or place of business of the Carrier, subject to a charge for storage and subject to Carrier's limited liability as warehouseman. Any such cargo shall be subject to a lien for all freight and other lawful charges, including charges for storage. In the event consignee cannot be found at address given for delivery, notice of the placing of the goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the Bill of Lading for notification, indicating that such cargo has been placed into a warehouse.
- b. Carrier shall assess freight charges for any shipment placed into storage under the provisions of this item from the point of attempted delivery to the location of the storage location, at the rates specified in Section III herein, subject to a minimum charge of \$400.00.
- c. If Carrier is directed to return the shipment to the point of origin, Carrier shall assess freight charges from the point of attempted delivery to the location of the shipper, at the rates specified in Section III herein, which will be in addition to the original freight charges from point of origin to point of attempted delivery.
- d. Storage charges will begin on the day that the shipment is placed into storage, will continue until the shipment has been collected from storage, and must be paid prior to release of the cargo from storage.
- e. Charges for storage at a public warehouse or any other facility not owned or controlled by Carrier shall be at Carrier's actual costs for storage, including the charge to offload and re-load freight. Carrier shall use its best efforts to ensure that such charges are reasonable and customary, but can not guarantee that it has done so at the lowest possible price.
- f. Charges for storage at any facility owned or controlled by Carrier shall be assessed at these rates:

Off-Loading charge, maximum weight of any single piece 10,000 lbs. or less	\$150.00
Re-Loading charge, maximum weight of any single piece 10,000 lbs. or less	\$150.00
Off-Loading charge, maximum weight	

of any single piece 10,000 lbs. or greater	\$150.00
Re-Loading charge, maximum weight of any single piece 10,000 lbs. or greater	\$150.00
Storage charge, per month or fraction thereof, inside storage	\$250.00
Storage charge, per month or fraction thereof, outside storage	\$125.00

**ITEM 690 OVERDIMENSION/OVERWEIGHT CHARGES**

Shipment on articles exceeding 50 feet in length, 8 feet 6 inches in width or 8 feet 6 inches in height will be charged as follows:

<b>WIDTH</b>		
<b>OVER</b>	<b>NOT OVER</b>	<b>% OF APPLICABLE RATE TO BE CHARGED SHALL BE</b>
8' 6"	9'	120%
9'	10'	130%
10'	12'	145%
12'	14'	175%
14'	15'	200%
15'		300%

<b>HEIGHT</b>		
<b>OVER</b>	<b>NOT OVER</b>	<b>% OF APPLICABLE RATE TO BE CHARGED SHALL BE</b>
8' 6"	10'	120%
10'	12'	160%
12'	13'	180%
13'	14'	225%

<b>LENGTH</b>		
<b>OVER</b>	<b>NOT OVER</b>	<b>% OF APPLICABLE RATE TO BE CHARGED SHALL BE</b>
50'	55'	125%
55'	65'	150%
65'	70'	175%
70'	75'	200%

#### Additional Charges

1. If a shipment is overdimension in more than one dimension, e.g., overwidth and overheight, the shipment will be charged on the basis of the dimension which results in the greater charge, plus an additional charge of 15% of the above-stated charge. Example: A shipment is 11' wide, 9' high and legal length, with a base rate of \$4.25 per mile. This shipment will be rated as  $\$4.25 \times 145\% \times 115\% = \$7.09$  per mile.
2. Shipments loaded on any Carrier vehicle which place the truck over 80,000 lbs. in GVW (Gross Vehicle Weight) will be assessed an additional 2% of the otherwise applicable rate for each 1,000 lbs. or fraction thereof in excess of 80,000 lbs.
3. When customer requests a lower trailer than is actually needed to legally transport a shipment within height limitations, e.g., to accommodate a low door or to lower the center of gravity of a shipment, Carrier shall be entitled to charge for the maximum height shipment that such trailer could legally transport within height limits.

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#### **ITEM 700**

#### **PERMITS AND ESCORTS- OVERDIMENSION SHIPMENTS**

1. When, due to the size or weight of a shipment, a survey of the route is required by any governmental agency or to ensure safe transit in Carrier's discretion, Carrier will perform such services at the expense of the shipper or the owner of the goods. If shipper or owner refuses to agree to such survey, carrier will not be obligated to perform the transportation and costs for special hauling permits shall be the responsibility of the owner of the goods. Charges for surveys shall be on the basis of the mileage travelled by the survey vehicle from point of origin to point of destination, which may include some circuitous miles. Carrier will assess the actual charges it has paid for such services to the party paying the freight charges for the line-haul transportation. These charges are subject to a minimum charge of \$350.00 per any 24-hour period or fraction thereof; a per-diem charge of \$85.00 for each night spent away from the terminal per survey vehicle; and a charge of \$200.00 per day for any days when survey vehicle can not travel for any reason.
2. When Carrier is required to order special hauling permits because of the dimension or weight, Carrier will assess the charges for such permits to the party paying the freight charges for the line-haul transportation. Such charges may include a fee of up to \$30.00 per state for a permit service to obtain these permits for Carrier, or up to \$75.00 per state for shipments classified as "super loads" by the state(s).
3. When Carrier is required to order escorts or flagmen because of the dimension or weight of a shipment, Carrier will assess the actual charges it has paid for such services to the party paying the freight charges for the line-haul transportation. These charges are subject to a minimum charge of \$350.00 per any 24-hour period or fraction thereof; a per-diem charge of \$85.00 for each night spent away from the terminal per escort vehicle or flag person; and a charge of \$200.00 per day for any days when Carrier can not travel for any reason. The provisions of this item apply to any type of required escort, including commercial escorts, police escorts, and bucket-truck service.

4. When, at the request of Carrier or of any governmental or regulatory agency, an overdimension or overweight shipment is routed via ferries, toll bridges, toll roads, and/or toll tunnels, any charges shall be assessed to the party paying the freight charges for the line-haul transportation.

## SECTION III- RATES

### ITEM 800 RATES- APPLICATION

Where rates have not been established with Carrier in a written agreement, then the rates shown herein will apply.

Rates herein apply on any quantity of freight tendered to Carrier. Lower rates for “less than truckload (LTL)” shipments are only available if agreed to in writing by Carrier prior to a shipment being made.

Rates herein apply on shipments moving between all points in the 48 contiguous United States, and between points in the 48 contiguous United States on one hand and points in Canada on the other hand.

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### ITEM 810 RATES- LEGAL DIMENSION AND LEGAL WEIGHTS

The rates to be assessed by Carrier for shipments of any acceptable commodities are as shown below:

<u>LOADED MILES</u>	<u>RATE, PER MILE</u>
0-500	\$5.25
501-1000	\$4.75
Over 1000	\$4.25

#### NOTES

1. Minimum Charge- \$800.00 per shipment moving between points in the United States; \$950.00 per shipment moving between points in the United States on one hand on points in Canada on the other hand.
2. Shipments that are overdimension or overweight shall be subject to additional charges as specified in Section II of this tariff.