



TTHY100

TSI Trucking, LLC

ICC MC 430708

RULES AND REGULATIONS TARIFF

Applicable on Inter/Intrastate Commerce

Covered by Tariffs in participation with this Rules Tariff as such may provide

For reference to governing publications, see item 100 herein

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ISSUED BY

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THE PROVISION PUBLISHED HEREIN, IF EFFECTIVE, WILL NOT RESULT IN AN EFFECT ON
THE QUALITY OF THE HUMAN ENVIRONMENT

TABLE OF CONTENTS

| SUBJECT | ITEM | PAGE |
|---|------|-------|
| Abbreviations, explanations of | 3000 | 18 |
| Abitrary charge. New York Citv | 170 | 4 |
| Arrival notice and undelivered freight | 140 | 3 |
| Charges, pavment of | 499 | 5 |
| Claims, applicability of regulations | 410 | 4 |
| Classification, of commodities | 420 | 4,5 |
| Collect on deliverv (COD shipments") | 430 | 5 |
| Convention Center Deliveries | 540 | 8 |
| Customs or in bond shipments | 480 | 5 |
| Detention of vehicles with power units | 500 | 6 |
| Detention of vehicles without power units | 510 | 6 |
| Detention of vehicles less than truckload | 520 | 6,7,8 |
| Equipment, additional | 890 | 16 |
| Fuel surcharge program | 162 | 3 |
| Governing publications | 100 | 3 |
| Hazardous Material Surcharge | 827 | 15 |
| Hydraulic tailgate | 890 | 16 |
| Impracticable operations | 570 | 9 |
| Inside deliverv | 575 | 10 |
| Island ferrv charge | 572 | 9 |
| Labor, extra man fhourlv) | 890 | 16 |
| Liability not assumed | 822 | 13 |
| Limits of Liabilityv | 810 | 11,12 |
| Non-commercial service | 530 | 8 |
| Over dimension freight | 670 | 10 |
| Pick up and deliverv service | 750 | 10 |
| Pick up and deliverv service holidays | 756 | 10,11 |
| Protective service | 820 | 12,13 |
| Quotations of estimated charges | 825 | 13 |
| Redeliverv, re consignment, or diversion | 830 | 15,16 |
| Returned undelivered shipments | 860 | 16 |
| Special labor and services | 890 | 16 |
| Sort/segregate charges | 555 | 9 |
| Stop offs | 900 | 16,17 |
| Storage | 910 | 17 |
| Terms and Conditions | 826 | 14,15 |
| Time Sensitive | 550 | 8,9 |
| Vehicles furnished but not used | 985 | 18 |

ITEM 100

GOVERNING PUBLICATIONS

This Tariff is governed, except as other wise provided herein by the following described tariffs, and by revisions, amendments, or successive issues thereof.

| <u>TITLE</u> | <u>TARIFF DESIGNATION</u> |
|---|---------------------------|
| National Motor Freight Classification | NMF 100 |
| National Motor Freight Traffic Association, Agent | |
| Household Goods Mileage | HGB 100 |
| Household Goods Carrier Bureau, Agent | |

ITEM 140

ARRIVAL NOTICE AND UNDELIVERED FREIGHT

Actual tender of delivery at consignee's place constitute the notice of the arrival of a shipment except mat for shipment requesting notification prior to delivery, notice of arrival shall be assessed a charge of 15.00

ITEM 162

FUEL SURCHARGE PROGRAM

The amount of fuel surcharge will increase and decrease as the New England average is determined by the United States Department of Energy.

| <u>FUEL COST fPER GALLONS</u> | <u>SURCHARGE</u> |
|-------------------------------|------------------|
| <110 | 0 |
| 110-115 CENTS | 0.5 PERCENT |
| 1151-120 | 1.0 |
| 1201-125 | 1.5 |
| 1251-130 | 2.0 |
| 1301-135 | 2.5 |
| 1351-140 | 3.0 |
| 1401-145 | 3.5 |
| 1451-150 | 4.0 |
| 1501-155 | 4.5 |
| 1551-160 | 5.0 |

For prices above 1.60 : For every five (5) cent increase, the fuel surcharge increases 0.5% DOE Energy information Administration National Energy information center (202) 586-6966

ITEM 170

NEW YORK CITY ARBITRARY CHARGE

New York City arbitrary applies to all shipments with the destination/origin zip of 100-102 a charge of \$50.00 will be assessed above and beyond the applicable freight charge.

ITEM 410

CLAIMS APPLICABILITY OR DEDUCTIBLE

A claims for loss or damage, to cargo shall not be voluntarily paid by the carrier unless filed in writing within nine (9) months of the date of delivery with the receiving or delivering carrier, or carrier issuing the bill of lading or receipt, or carrier on whose line the alleged loss, damaged occurred. Claims for concealed damage must be submitted to carrier on whose line the alleged damage occurred no later than (5) days from the date of delivery.

All persons involved with a shipment shall fully mitigate loss, damaged claims on equitable basis, and will be subject to the following restrictions:

1. Claims or suits for less than \$100.00 shall not be filed and no claim shall be paid if the net pay amount is less than \$100.00.

(OR)

2. It is mutually agreed that \$100.00 will be deducted from the net claim.

ITEM 420

CLASSIFICATION OF COMMODITIES-EXCEPTIONS TO THE NMFC

All rates and charges in this tariff and tariffs referring hereto are governed by the National Motor Classification, except as follows:

The density for the classes of freight in column A are restricted to the minimum density in pounds per cubic feet as shown in the corresponding row in column B.

| Column A | Column B |
|--------------------|--|
| Class | Minimum Density (in pounds per cubic feet) |
| 300 | 1 |
| 250 | 2 |
| 150 | 4 |
| 125 | 6 |
| 100 | 8 |
| 92.5 | 10 |
| 85 | 12 |
| <i>1Q&11.5</i> | 15 |

When commodities classified by the National Motor Classification exceed the minimum pounds per cubic foot listed in Column B (above), the commodity shall be assigned the classification shown above which corresponds to the actual density. Example, if a commodity is classified as class 70 such as bakery goods, noi and the density of the specific product is 11 pounds per cubic foot, carrier shall adjust the classification to a class 92.5.

ITEM 430

COLLECT ON DELIVERY (COD SHIPMENTS)

The charges of the destination carrier for collecting and remitting the amount of each COD bill to be collected for shipments consigned COD as prescribed herein will be as follows:

| <u>When the amount to be collected is:</u> | <u>Charge:</u> |
|---|----------------|
| Up to \$500.00 | \$25.00 |
| \$401.00..... up to..... \$750.00..... | \$26.59 |
| \$751.00..... up to..... \$1,000.00..... | \$33.22 |
| (Over \$1,000.00 at a rate of \$33.22 per \$1,000.00) | |

ITEM 480

CUSTOM OR IN BOND SHIPMENTS

In addition to all other legally applicable charges, shipments moving in the United States customs bond will be subject to the following charges in cents per hundred pounds.

| <u>When the weight of the shipment is:</u> | <u>the charge will be:</u> | <u>Minimum charge:</u> |
|--|----------------------------|------------------------|
| lto 11,9* ?9 pounds | 117 | \$25.00 |
| 12,000 to ?9 pounds | 101 | \$25.00 |
| 20,000 to ?9 pounds | 77 | \$25.00 |
| 36.000 and over | 71 | \$25.00 |

ITEM 499

PAYMENT OF CHARGES

Payment of freight charges shall be made within Thirty (30) days. A finance charge of 1 1/2 %per month or fraction thereof shall be imposed on unpaid invoices after Sixty (60) days. Any applicable discount allowance will be withdrawn on unpaid invoices after Sixty (60) days. In the event of nonpayment, the carrier shall be entitled to all reasonable cost of collection including, but not limited to, certified mail cost, special handling, collection agency fees, attorney's fees and court cost in addition to the charges specified in this item. No freight claim or other claim shall be processed against a shipment until all

applicable freight charges are paid in full.

ITEM 500

DETENTION- VEHICLES WITH POWER UNITS

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

1. Free time shall be two (2) hours from the time the driver arrives at the point of pickup or delivery.
2. The charge for vehicle beyond free time shall be \$20.20 for each fifteen (15) minute period or fraction thereof, subject to a minimum of \$75.00.

ITEM 510

DETENTION - VEHICLES WITHOUT POWER UNITS SPOTTING OF TRAILERS

After the expiration of 24 hours free time, charges for detaining a trailer will be assessed as follows:

When the delay per vehicle beyond free time is: _____ The charge for the vehicle will be:

For each of the first and second Twenty-four (24)

Hours Periods or fractions thereof (Saturdays, Sundays,

And holidays excluded).....\$50.00

For each of the third and fourth Twenty-four (24)

Hour Periods or fractions thereof (Saturdays, Sundays

and holidays excluded).....\$65.00

For the fifth and each succeeding in Twenty-four (24)

Hour Periods or fractions thereof (Saturdays, Sundays

And Holidays excluded)..... \$75.00

ITEM 520

DETENTION- VEHICLES PICKING UP OR DELIVERING SHIPMENTS SUBJECT TO LESS-
THAN-TRUCKLOAD OR ANY QUANTITY WEIGHTS

SECTION A- On shipments subject to less-than-truckload or any quantity rates and when due to no disability, fault or negligence on the part of the carrier, the loading or unloading of the freight is delayed beyond the free time authorized in section B, the assessment of charges will be made as follows:

1. Charges for detention time at point of origin or in effecting delivery at docks, piers

- wharves or steamship terminals shall be assessed to and collected from the shipper.
2. Charges for detention time at point of destination or in effecting pick ups at docks, piers, or steamship terminals shall be assessed to and collected from the consignee.
 3. When more than one shipment is received from or delivered to a dock, pier, wharf, or steamship terminal on one or more vehicles at one time and a delay cannot be allocated to a specific shipment, the charge for detention time, if any, on such pick up or delivery will be distributed on a pro-rata basis, by weight to all of the shipments comprising the pick up or delivery.

SECTION B - Free time per vehicle shall begin at the time the driver notifies the consignor or consignee, or party entitled to load unload, that the vehicle is available for loading or unloading or upon time of scheduled appointment. Free time for either service will be as follows:

1. Fifteen (15) minutes of free time will be allowed per stop, regardless of the number of shipments constituting the pickup or delivery.
2. In the event the driver's lunch period occurs after the driver notifies the consignor or consignee, or party entitled to load or unload that the vehicle is available for loading or unloading, is completed, such lunch period, not to exceed one (1) hour, will be in addition to the free time designated herein.
3. Fifteen (15) minutes of free time will be allowed for the loading of each weight unit of freight (or any portion thereof) in accordance with its class rating as provided in the National Motor Freight Classification (see item 100) or in this tariff, whichever is applicable as indicated below, regardless of the number of shipments constituting the pick up or delivery.
4. Maximum allotted free time not to exceed 120 minutes regardless of the NMFC.

| Freight Class | Weight Unit Per Fifteen (15) Minute Period |
|----------------|--|
| 50-55 | 2,000 |
| 60-65 | 1,500 |
| 70-77 | 1,000 |
| 85-92 | 500 |
| 100 | 300 |
| Multiple Class | 1,000 |

SECTION C - Computation of detention time and charges:

1. Where pick up or delivery time exceeds the free time computed as provided in section B, such excess time shall be considered detention time.

2. Except as provided the charge for detention shall be \$20.50 per fifteen (15) minute period or fraction thereof.

SECTION D - A record of time consumed in loading or unloading must be maintained and kept available for inspection at all times. In the case of delivery, mis information may be shown on carriers' delivery receipt or other appropriate time record, in the case of pick up, an appropriate time record must accompany customer's shipping order. In either case, driver's time record shall become a permanent part of such delivery receipt or freight bill.

SECTION E - Where through no fault of the carrier, the unloading of the entire shipment is not accompanied during the business hours of the consignee on the day of the initial tender, and the freight is again tendered for delivery, both the detention charges provided for in this item and the redelivery charges provided for in this tariff will be assessed.

ITEM 530

NON COMMERCIAL PICK UP/ DELIVERY SERVICE

When either a pick up /delivery service is requested to be performed in an area zoned other than commercial the following additional charges are to apply along with any other applicable accessorial:

- a) Construction site delivery \$35.00
- b) School zone delivery \$35.00
- c) Residential/farm delivery \$35.00

ITEM 540

CONVENTION CENTER DELIVERIES

When a customer request a delivery to or from a Convention center, a \$250.00 surcharged will be assess in addition to the regular freight rate, for deliveries mat are made Monday thru Friday. Weekend and holiday services to or from a convention center will be subject to the regular freight rate plus a \$250.00 surcharge with a minimum of \$650.00.

ITEM 550

TIME SENSITIVE DELIVERY CHARGES

When a delivery is requested to deliver for a specific time, it will be subject to the additional charges outlined below. Time specific deliveries must be conveyed either by phone, fax or via e-mail to operations personnel. Confirmation of such request must be confirmed, otherwise the carrier will not be held responsible for the lack of performance.

| <u>Delivery by :</u> | <u>Additional Fee (not including the regular freight charges)</u> |
|----------------------|---|
| 7 AM | \$150.00 |
| 9 AM | \$75.00 |
| 10:30 AM | \$55.00 |
| NOON | \$40.00 |

ITEM 555

SORT AND SEGREGATE CHARGES

When a delivery requires the sorting and segregation of product it will be subject to an additional charge of \$.25 per carton and a minimum additional charge of \$37.00

ITEM 570

IMPRACTICABLE OPERATIONS

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

1. the condition 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 disturbance as tending to create reasonable apprehension of danger to persons or property.
 - When the above conditions one or two restrict the pick up or delivery from being performed, they shipment is subject to redelivery/attempted pick up charges to another facilities that will accommodate the vehicle.

ITEM 572

ISLAND FERRY CHARGE

Island Locations - Non Accessible

Shipments originating from or destined to Island locations not accessible by direct road access will be subject to the following rating procedure.

TSI will be responsible for delivery to the designated main land dock, airport, or steamship facility.

TSI will rate shipments to the designated dock, airport, or steamship facility. The cost of furthering service will be added to the TSI freight billing. These charges are determined by the continuing service provider and subject to their tariffs. (Steamship or air service provider)

A copy of the most updated tariff is available upon request.

ITEM 575

INSIDE DELIVERY

When delivery is to be performed inside customer's place of business at omer man loading or unloading dock, the following charges shall apply:

Ground level 4.75 cwt Minimum charge\$48.00

*Inside deliveries can be performed to levels other man ground when elevators access is available. Under no circumstances will inside delivery be performed when stairs need to be negotiated.

ITEM 670

OVER DIMENSION FREIGHT

When less than truckload shipments of articles exceeding eight (8) feet in length are tendered to carrier, they will be subject to the following additional applicable charge:

8>10..... \$45.00
11>14\$55.00
15>18\$75.00
19>22\$105.00
Beyond 22 Call for quote

ITEM 750

PICK UP AND DELIVERY SERVICE

Unless otherwise provided, the rates published herein include pick up and delivery of freight. "Pick up" refers to the service of the carrier in calling for and receiving of freight and issuing receipts therefore at shipper's platform, doorway or any other place directly accessible to trucks. "Delivery" refers to the service of the carrier in delivery freight and taking receipt thereof at any platform, doorway or any omer place, designated by the consignee, when directly accessible to trucks.

Nothing in this tariff shall require the carrier to collect and or deliver freight at places where it is impracticable or unsafe to operate vehicles.

Pick up and delivery service will be performed at all points within the limits of all cities, towns or villages from, to or between which rates apply.

ITEM 756

**PICK UP AND DELIVERY SERVICE PERFORMED ON SATURDAYS,
SUNDAYS OR HOLIDAYS**

The following charges will be assessed when a consignor or consignee request a pick up or delivery of

freight on Saturdays, Sundays or holidays. The charges in this item will be in addition to all other lawful charges. Charges to begin upon notification of availability of equipment and shall end upon completion of loading and/or unloading.

(A) Except as otherwise specifically provided, whenever in this tariff making reference hereto, the word holiday is used, the following days will be considered holidays:

| | | |
|-------------------------|------------------|---------------|
| New Year's Day | Labor Day | Veteran's Day |
| Memorial Day | President's Day | Columbus Day |
| 4 th of July | Thanksgiving Day | Christmas Day |

(B) On Saturdays, Sundays or holidays, charge of \$92.00 per man-hour or fraction thereof, subject to a minimum of \$400.00 per man.

ITEM 810

LIMITS OF LIABILITY

- A. Excessive value shall be any value per pound in excess of the maximum class as outlined in this item. Carrier liability will not exceed the maximum class value, unless a higher-class value is declared and a greater charge paid to the carrier at the rate of \$5.00 per \$100.00 value in excess of the maximum value. The maximum highest declared value shall not exceed \$5,000. Shipments containing items of extraordinary intrinsic value, such as furs, precious gems and works of art, are limited to a maximum declared value of \$100.00. When multiple packages are placed on a single bill of lading but the shipper has not specified the declared value of each individual package, the declared value for each individual package will be determined by dividing the total declared value on the bill of lading by the number of packages indicated on the bill of lading.
- B. No discount will be allowed on freight charges for any shipment with a value in excess of \$5.00 per pound or a value in excess of the carrier's maximum value per pound.
- C. Carrier liability may be at invoiced value, fair market value, declared value or maximum class value per pound but will not exceed maximum class value per pound. Claims will be based on per item or article basis; liability will not be determined on the weight of the entire shipment nor the entire weight of the commodity in question.
- D. This item will apply on any form of rate received by the shipper. However, if the rate received is a mileage rate, flat rate, spot price or contract rate, the carriers' liability will be based on the maximum value of a class 55 shipments, subject to paragraph C.
- E. If the shipment moves with a FAK class rate, the carriers' liability will be the same as that of the class reduction. For example, a class 125 reduced to a class 70, the carrier's liability would be the maximum value of a class 70 subject to paragraph C.

- F. If a shipment value is not declared at the time of pick up, the carriers' liability will not exceed the limits set at class 70.
- G. These limits of liability do not supersede those specified on customers profile or proposal and apply only where omitted from such profile or proposal.
- H. For product that is shipped in fiberboard, plastic or any drum other than steel, carriers' liability will be limited to a maximum of \$500.00 per unit for damage or loss claims.
- I. For product shipped in open crates where side panels or tops are omitted and product is exposed, carriers' liability will be limited to a maximum of \$500.00 per unit for damage or loss claim.
- J. In the event of loss or damage to any shipment, carriers' maximum liability for loss or damage shall not exceed \$5,000 per shipment or \$10,000 per incident and in no instance shall liability be greater than the actual value of loss or damage articles less salvage.
- K. The carrier will assume no liability for loss of broken glass or damage caused by broken glass when said glass is internally packaged, or free standing within a unit. Carrier is exempt from any loss and/or damage claim involving glass or glass objects.

| <u>CLASS</u> | <u>MAXIMUM VALUE PER POUND</u> |
|--------------|---|
| 50 | \$.99 |
| 55 | \$1.49 |
| 60 | \$1.99 |
| 65 | \$2.49 |
| 70 | \$2.99 |
| 77.5 | \$3.49 |
| 85 | \$3.99 |
| 92.5 | \$4.49 |
| 100 | \$5.00 |
| >100 | Multiple of 100 value (i.e. class 250: 2.5 x 5.00=\$12.501bs) |

ITEM 820

PROTECTIVE SERVICES

When protective service against cold (referred to herein as "heater service") is requested by shipper, consignee or owner, such services will be provided at a charge of \$3.50 per one hundred pounds, subject to a minimum charge of \$35.00 per shipment, contingent upon availability of suitable equipment and facilities, subject to the following provisions:

- 1. When heater service is required for the proper protection of a shipment, shipper, consignee or owner shall notify the carrier in advance of shipment by telephone, e-mail or fax.

2. Bills of lading and shipping orders must be endorsed "heater service required" and/or "protected from freezing". It must be placed in an apparent and conspicuous position on the bill of lading.
3. The provisions of Item 830 of this tariff be (redelivery, reconsignment or diversion) and Item 900 (stop-off) will not be applicable on shipments, which are subject to mis rule.
4. Heater service will be made available, as provided above, on shipments moving under the provisions of Item 470 of this tariff.
5. Carriers reserve the right to refuse to accept shipments requiring heater service when outside temperature at point of origin at time of tender of shipment is below zero degrees Fahrenheit.

ITEM 822**LIABILITY NOT ASSUMED**

The carrier is not liable for loss, delay, miss-delivery, or non-delivery not caused by its own negligence or any loss, damage, delay, miss-delivery or non-delivery caused by:

1. The act, default or omission of the shipper, consignee or consignor;
2. The nature of the shipment or defect or inherent vice thereof;
3. Improper or insufficient packaging, securing, or addressing of the package;
4. Acts of god; perils of the air; public enemies; public authorities acting with actual or apparent authority; authority of law; riots, strikes or other local disputes; civil commotion; weather conditions' or mechanical delays of the trucks or aircrafts.

ITEM 825**QUOTATIONS OF ESTIMATED CHARGES**

When carrier has furnished, either orally or in writing, an estimate of tariff charges, such estimate will be given on the basis of effective tariff provisions as applies to those facts concerning shipments which are made know to carrier.

Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges, which is not binding either on carrier or on shipper. If actual render of freight is other man what was represented in a quote, the quote becomes void and applicable rate predicated on actual tender.

All transportation charges on a shipment will be assessed on the basis of tariff provisions legally in effect at time of shipment as applied to commodity shipped and transportation related services performed in connection therewith.

ITEM 826

TERMS AND CONDITIONS

1. Unless otherwise agreed to by the parties in writing, the terms and conditions of the National Motor Freight Classification (NMF 0100) Uniform Straight Bill of Lading in effect on the date the shipment shall apply, subject to this Bill of Lading Tariff TTHY 100 and TSI pricing schedules, terms, conditions and rules, which are subject to modification unless agreed by all parties in writing.
2. Carrier shall not be liable for any failure to perform any of its respective obligations under the Bill of Lading or for loss, damage or delay to any of the goods described in the Bill of Lading when caused by an act of God, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of customs officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of Shipper, Consignee, or owner of the goods, or any cause that is beyond Carriers control.
3. The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of shipment. Nothing in this Bill of Lading shall limit the right of the Carrier to require the prepayment of guarantee of the freight charges at the time of shipment and or prior to delivery.
4. The Shipper and Consignee shall be liable jointly and severally, to pay and indemnify and hold Carrier harmless from all claims, fines penalties, damages, costs, attorney fess, court cost, or other sums that may be incurred, suffered or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.
5. Carrier shall have a lien on the shipment for all sums due payable to Carrier. In the event of nonpayment, or partial payment of any sums payable to Carrier, the shipment may be held by Carrier and be subject to storage and or disposed of at a private or public sale, without notice to Shipper and or Consignee and with no liability to Carrier. Carrier shall be paid all sums due and payable to Carrier out of the proceeds of such sale, including storage charges. The Shipper and or Consignee continue to be liable for the balance of any unpaid charges payable on account of the shipment.
6. Carrier shall provide, on or by request of the Shipper, a written or electronic copy of the rate, classification, rules and practices upon which any rate agreed to between the Shipper and Carrier may have been based.
7. All payments due hereunder shall be made within 15 calendar days of the date of invoice. Payment of charges not received within 15 calendar days of the date of invoice, or within a time period agreed to by both parties in writing, will be considered a late payment and will or shall be subject to a 1.5 percent per month added to all outstanding amounts when either of the following conditions occur:

1. When Carrier has notified debtor of the assignment or intent to assign the freight bill or bills to a professional service for collection, or to file a claim in court of law for collection: or
2. When Carrier has advised debtor in writing of intent to apply the late fee of 1.5 percent per month.

In addition , upon any of the aforementioned conditions occurring, any and all allowances, exceptions, commodity rates and other provisions which result in the total charges due to the Carrier of less than the non-discounted charges due from Tariff TTHY 100 class rates in effect on the date of the shipment, shall be discontinued and no longer apply.

1. Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Shipper must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges .Shipper shall not have the right to withhold or offset the payment of charges for any reason, including, but not limited to, claims for damaged or lost products or goods.
2. Carrier is not bound to transport property by any particular schedule or in time for any particular market, or in any manner other than with reasonable dispatch.

ITEM 827**HAZARDOUS MATERIALS SURCHARGE**

Any shipment tendered by carrier, which is deemed hazardous in nature and subject to guidelines imposed by FMCSR 383.141, is subject to a \$15.00 surcharge above and beyond the applicable freight charge.

ITEM 830**REDELIVERY, RECONSIGNMENT, DIVERSION**

When a shipment is tendered for delivery and through no fault of the carrier, the delivery cannot be accomplished, the shipper will be notified and no further attempt to deliver the freight will be made except upon request. Each additional tender of final delivery will be subject to the following provisions:

- A. Each additional tender of final delivery at consignee's place will be subject to the applicable tariff rate designating the carriers nearest terminal as the pick up point and the consignee's facility as the destination.
- B. If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the

shipment at carriers' premises, a charge of \$5.00 per one hundred pounds will be made subject to a minimum charge of \$48.00.

- C. All charges accruing under the provisions of this item must be paid or guaranteed to the satisfaction of the carrier by the party requesting redelivery before the shipment is redelivered.

ITEM 860

RETURNED UNDELIVERED FREIGHT

Undelivered shipments mat is returned to the shipper will be subject to applicable rates and charges based on the following:

- A. From the new origin (original destination of the outbound shipment).
- B. To the new destination (original origin of the outbound shipment).

ITEM 890

SPECIAL LABOR AND SERVICE

When additional help and or equipment is supplied by the carrier, or when carrier furnished additional help and or equipment upon request of the consignor or consignee for the loading or unloading of freight of any nature, the following charges will be assessed in addition to all other normal and accrued freight charges applicable:

| | | |
|---|------------------------|---------------------------|
| Hydraulic Tailgate | \$3.00 cwt | minimum charge \$48.00 |
| Additional Labor (whs or general) | \$38.00 per hour | six hour minimum charge |
| Extra equipment..... | \$98.00 per hour | eight hour minimum charge |

ITEM 900

STOPOFFS

A shipment moving on one bill of lading or shipping order from one consignor at one point of origin at one time consigned to one consignee at one destination may be stopped off in transit at any point or place for the purpose of partial loading or unloading, subject to the following provisions:

- A. Stop off will only be permitted at points within the scope of carrier's operations.
- B. The bill of ladings or shipping order must show the point or points at which the shipment is to be stopped for partial loading or unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of the party form or to whom each portion is to be received or delivered. If pickup or delivery is made at two or more different addresses or locations in the same point, each pick up or delivery will be

considered a separate stop in the application of this rule.

- C. Charges on shipments moving under this rule shall be determined on this basis of the mileage from origin to destination via the stop off points.
- D. The charge for each stop, exclusive of the original stop for loading and exclusive of the last stop for unloading shall be \$150.00
- E. Stopping in transit for partial loading or unloading will not be permitted on shipments consigned to "COD", "TO ORDER", "ORDER NOTIFY", or to be delivered only on shipper's written order, or when accompanied by any instructions from the consignor requiring the surrender or presentation of the bill of lading, a written order, or any other document as condition precedent to deliver at stop off point.
- F. The carrier's agent at the stop off point, or if there be no such agent at such point, the driver of the vehicle, shall obtain in writing, a statement such as a notation on the freight bill of the quantity, description and weight of the portion of the shipment loaded or unloaded at the stop off point or points.

ITEM 910

STORAGE

Freight held in carrier's possession because of an act or omission of the consignor, consignee or owner, or for customer clearance or inspection, and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions:

- A. Storage charges on freight awaiting line haul transportation which has a specific delivery date (other than next day delivery) noted on the bill of lading will begin at 7:00 am, the day after freight is received by the carrier.
- B. Storage charges on undelivered freight will begin at 7:00 am; the first business day after notice of arrival has been given. No charges under this item will be made when actual tender of delivery is made within twenty-four (24) hours after such notice of arrival has been given.
- C. Storage charges on freight stored in carrier's possession will be assessed a charge of \$1.50 per one hundred pounds or fraction thereof, subject to the following minimum and maximum charges.

Minimum charge per shipment per each twenty-four (24) hour period..... \$35.00

Maximum charge per shipment/vehicle:

First twenty-four(24) hour period, or fraction thereof..... \$75.00

Second twenty-four (24) hour period or fraction thereof..... \$100.00

Third/Succeeding twenty-four hour period \$125.00

ITEM 985**VEHICLES FURNISHED BUT NOT USED**

When carrier, upon receipt of a request to pick up a shipment, has dispatched a vehicle for such purposes and, due to no disability, fault, or negligence on the part of the carrier, the shipment is not tendered or the vehicle is not used, a charge of \$98.00 per hour or fraction thereof per vehicle. From the time the vehicle is dispatched from its last destination and returned to subsequent dispatched destination subject to a minimum charge of \$50.00 will be assessed against the consignor making such request.

ITEM 3000**EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS**

| | |
|---------|---------------------------------|
| (N) | New |
| (R) | Reduction |
| (A) | Addition |
| (C) | Change |
| CWT | per one hundred pounds |
| ICC | Interstate Commerce Commission |
| LTL | less than truckload |
| MC | Motor Carrier |
| MIN CHG | minimum charge |
| MINWT | minimum weight |
| NO. | Number |
| NOI | not otherwise indicated |
| NOIBN | not otherwise indicated by name |
| TL | truckload |
| VIZ | namely |
| VMW | volume minimum weight |
| VOL. | Volume |