

Extreme Transfer, Inc.

MC# 1043474

TARIFF GOVERNING RULES, REGULATIONS AND SCOPE OF OPERATIONS

APPLICABLE ON SHIPMENTS
BETWEEN POINTS IN THE UNITED
STATES, CANADA, and MEXICO
and INTERMODAL SHIPMENTS

This Tariff Applies on International, Interstate, and Intrastate Traffic.

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Issued by:

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125 Paseo Dr.
Mooresville, NC 28117

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PREFACE

The information contained herein or subsequently added, and any rates or charges contained herein, and/or rates and information in computerized data format, are the sole property of Carrier.

The transfer of electronic transmission, in whole or in part, requires prior approval of Carrier.

All rates and quotations are subject to periodic revisions, increases, and restructuring. Carrier will make reasonable efforts to advise the user of record of any rate or information change, however, it is the user's responsibility to determine the current status of all previously received rates, quotations and information.

SECTION 1 – GENERAL TERMS

ITEM 100

BILLS OF LADING

The terms and conditions of the Standard Truckload Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only. Any terms, conditions and provisions of such bill of lading shall be subject and subordinate to the terms, conditions and provisions of this tariff and, in the event of a conflict between the terms, conditions and provisions of such bill of lading and this tariff, the terms, conditions and provisions of this tariff shall govern. Where a Bill of Lading issued by the shipper is signed for by Extreme Transfer Inc.'s driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the entity to which to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by Carrier. Carrier drivers are not authorized to accept freight for which Section 7 is executed or to bind the company for other types of nonrecourse language.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Date:											
STANDARD TRUCKLOAD BILL OF LADING Page _____											
SHIP FROM					Bill of Lading Number: _____ <div style="text-align: center; font-size: 1.2em; margin-top: 20px;">BAR CODE SPACE</div>						
Name: _____											
Address: _____											
City/State/Zip: _____											
SID#: _____ FOB: _____											
SHIP TO					CARRIER NAME: _____ Trailer number: _____ Seal number(s): _____ SCAC: _____ Pro number: _____ <div style="text-align: center; font-size: 1.2em; margin-top: 20px;">BAR CODE SPACE</div>						
Name: _____ Location #: _____											
Address: _____											
City/State/Zip: _____ CID#: _____ FOB: _____											
THIRD PARTY FREIGHT CHARGES BILL TO:					<div style="text-align: center; font-size: 1.2em; margin-top: 20px;">BAR CODE SPACE</div> Freight Charge Terms: <i>(freight charges are prepaid unless marked otherwise)</i> Prepaid _____ Collect _____ 3rd Party _____ Master Bill of Lading: with attached underlying Bills of Lading <div style="text-align: right; font-size: 0.8em;">(check)</div>						
Name: _____											
Address: _____											
City/State/Zip: _____											
SPECIAL INSTRUCTIONS:											
CUSTOMER ORDER INFORMATION											
CUSTOMER ORDER NUMBER		# PKGS		WEIGHT		PALLET/SKID (CIRCLE ONE)		ADDITIONAL SHIPPER INFO			
						Y N					
						Y N					
						Y N					
						Y N					
						Y N					
GRAND TOTAL											
CARRIER INFORMATION											
HANDLING UNIT		PACKAGE		WEIGHT		H.M. (X)		COMMODITY DESCRIPTION			
QTY	TYPE	QTY	TYPE					Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care.			
								TOTAL			
RECEIVING STAMP SPACE											
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____." NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. §14706(c)(1)(A) and (B).						COD Amount: \$ _____ Fee Terms: Collect: ____ Prepaid: ____ Customer check acceptable: ____					
SHIPPER SIGNATURE / DATE This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.						Trailer Loaded: By Shipper _____ By Driver _____		Freight Counted: By Shipper _____ By Driver/pallets said to contain _____ By Driver/Pieces _____		CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. <i>Property described above is received in apparent good order, except as noted.</i>	

STANDARD TRUCKLOAD BILL OF LADING CONTRACT TERMS AND CONDITIONS

§ 1. (a) The carrier or party in possession of all or any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, or resulting from a defect or vice in the property.

§ 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

§ 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine months after delivery of the property or in the case of failure to make delivery within 9 months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. Provided, That the carrier reimburse the claimant for the premium paid thereon.

§ 4. (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be stored in a public or licensed warehouse at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

§ 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

§ 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

§ 7. (a) The consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the bill of lading the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

(b) Consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

§ 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

§ 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.

(b) If all or any part of said property is carried by water, and the loss is carried by water and loss, damage, or injury to said property occurs while it is in the custody of the carrier by water, the liability of such carrier shall be determined by the applicable bill of lading and under laws and regulations applicable to transportation by water.

ITEM 103**MEDIATION AND LITIGATION**

To the extent not governed by federal law, the terms of this Tariff will be governed by the law of the State of North Carolina. In the event of any dispute pursuant or related to, or arising out of, this Agreement or transaction, including but not limited to the effect of any term, covenant or provision, the parties will make a good faith effort to resolve such dispute through mediation. In the event of any dispute pursuant or related to, or arising out of, this Tariff or transaction, including but not limited to the effect of any term, covenant or provision, any litigation must be filed in the state or federal courts embracing Iredell County, North Carolina, and the parties waive any objections to the jurisdiction of such courts and to venue in such courts.

ITEM 105**BILLS OF LADING, CONTRACTS AND AUTHORITY OF COMPANY PERSONNEL**

ONLY Carrier officials or personnel expressly authorized to do so by Carrier have authority to enter into agreements; alter existing agreements; approve rates or pricing; approve deviations from published, contractual, or agreed rates or pricing; approve adjustments to freight bills or invoices; or take any other action to bind Carrier to contractual terms and conditions. Expressly authorized officials are Carrier personnel with the title of Vice President, or any higher title. Terminal managers, drivers, sales personnel, and other personnel without the title of Vice President, or any higher title are not authorized personnel.

The terms of pricing agreements (tariffs) or contracts issued, agreed to, or published by the Carrier authorized personnel supersede any and all verbal or other agreements made by unauthorized or authorized personnel and may not be modified except by written amendment approved by an authorized official.

The terms of this Tariff may be modified or waived only as set forth in this Item 105. Any deviation from the terms of this Tariff or failure to enforce the terms of this Tariff shall not constitute a waiver of the right to enforce such terms in the future, nor shall any course of dealing or course of performance thereby arise.

Where a Bill of Lading issued by the shipper is signed for by Carrier's driver or other unauthorized person(s), that signature acknowledges only receipt of the freight and identifies the entity to which to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by Carrier. Carrier drivers are not authorized to accept freight for which Section 7 is executed or to bind the company for other types of nonrecourse language.

ITEM 110**BROKERAGE AUTHORITY**

Carrier has authority to operate as a freight broker and reserves the right to provide transportation service through as a broker rather than acting as motor carrier. In the event Extreme Transfer, Inc. chooses to handle the shipment as a broker, Extreme Transfer, Inc.'s liability and obligations shall be as a broker and not a carrier. In the event that Extreme Transfer, Inc. acts as a broker and is listed on the bill of lading as the carrier, this is for convenience only and is not intended to indicate that it is the carrier.

ITEM 115**SUBSEQUENT VERSIONS OF THIS TARIFF**

When this tariff is amended, all shipments accepted by Carrier after the amendment are subject to the revision. The current tariff is available by request or at the Carrier's website at www.extremetransfer.com.

ITEM 120**INTERPRETATION OF THIS TARIFF**

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Official of Carrier (see Item 105). This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment will apply to the shipment.

ITEM 125**GOVERNING PUBLICATIONS**

This tariff is governed, except as otherwise provided herein, by the following described publications, and by supplements thereto or successive reissues thereof. (Note A).

KIND OF TARIFF	ISSUING AGENT	SERIES
Mileage Guides	PC Miler by ALK	PC Miler
Rules	Extreme Transfer, Inc.	Carrier Tariff

Note A – When an item is published in this tariff covering the same service as an item published in a tariff mentioned in this item, such item published herein, to the extent of its application, will apply in lieu of the items published in tariff's mentioned in this item.

ITEM 130**INTERSTATE VS. INTRASTATE**

The rules set forth in this Tariff shall apply to all shipments handled by Carrier regardless of the origin or destination.

ITEM 135**MILEAGE GUIDE**

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Shipper utilizing the most recent edition of the following mileage guide:

PC Miler Practical (Latest Revision)

(a) Where the shipper or consignee request transportation of the shipment over a particular route longer than the shortest practical truck route, the mileage over the longer specified route will be used in determining charges.

(b) If operation over the shortest practical or specified route is not feasible because of operating hazards, load limitations of the highways or bridges, underpasses or other highway limitations, the mileage computed over the shortest route over which the vehicle transporting the shipment can move will be used in determining the charges.

(c) When special permits are required for overdimension and/or overweight lading, the applicable mileage will be that computed in accordance with permit requirements on routes specified therein.

ITEM 140

NON APPLICATION OF TARIFF

Where Carrier has published a specific tariff for a shipper, the terms of that pricing/tariff shall apply in lieu of this tariff. Carrier reserves the right to cancel any tariff or schedule not utilized within 30 days of the effective date.

ITEM 145

NOTICE AND AMENDMENTS

Upon written request, Carrier will provide its customers and shippers with copies of all applicable rules and rates. Rules and accessorial charges are available on Carrier's web site at www.extremetransfer.com.

ITEM 150

OPERATING AUTHORITY

Carrier has 48 state irregular route authorities within the United States. Copies of the operating certificate are available upon request.

ITEM 155

PARTICIPATING CARRIERS

Motor carriers party to this tariff are shown below:

SCAC	Carrier Name And MC Number
EXMN	Extreme Transfer, Inc. MC 1043474

ITEM 160**RATES AND SCHEDULES**

The rules published herein are applicable to all shipments transported by Carrier or its Participating Carriers unless expressly waived in a signed bilateral contract pursuant to 49 U.S.C. 14101(b). Rates and schedules may be published in rate catalogues, on a shipper specific basis or pursuant to a spot market rate quotation.

ITEM 165**REGULATED VS. EXEMPT**

The rules set forth in this Circular shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. Liability for loss, damage and delay shall be governed by 49 U.S.C. §14706 (the Carmack Amendment) or, where applicable, by the Carriage of Goods by Seas Act (COGSA).

ITEM 170**WAIVER**

Carrier's failure to enforce the terms of this Tariff shall not be a waiver of Carrier's rights to do so in the future.

ITEM 175**CONSENT TO JURISDICTION**

Unless Carrier and the purchaser of Carrier's services have previously agreed in writing to proceed otherwise, Carrier and the purchaser of Carrier's services consent to the exclusive personal jurisdiction of the State and Federal Courts embracing Iredell County, North Carolina for filing all civil actions arising out of the transportation services performed, or to be performed by Carrier.

SECTION 2 - OPERATIONS

ITEM 200

APPLICATION OF CIRCULAR

Each provision of this Tariff shall apply to each transportation agreement entered into by Carrier unless expressly waived in a signed, written agreement.

ITEM 205

APPOINTMENTS/PICKUP & DELIVERY TIMES

Pick-ups and deliveries will be during customer's normal business hours. Appointments will be made at no charge. Carrier will not be liable for late deliveries or un-kept appointments. Consignee shall facilitate prompt unloading in the event of missed appointments.

ITEM 210

COMMODITY LIMITATIONS

Carrier does not provide service related to transportation of jewelry, objects of art, currency, documents, and items of unusual value or rare metals. Unless otherwise indicated herein or agreed to by contract, Carrier does not provide temperature controlled service. Shipper may not attempt, through internal packaging or otherwise, to ship temperature sensitive freight through Carrier. This includes packing freight in containers or dry ice or any other attempt to transform non refrigerated service into temperature controlled service.

ITEM 215

CONVENIENCE INTERLINING

In order to provide the most efficient, economical service to the shipping public, Carrier will utilize the service of the other named carriers participating in this tariff to achieve the transportation service required for tendered shipment, EXCEPT if bills of lading covering tendered shipments are noted by shippers that "convenience interlining not applicable," convenience interlining will not be utilized. Interchange of freight of service will be at points common to the authorized service of Carrier. Shipments accorded "convenience interlining" will move on the bill of lading of Carrier, which will assume responsibility for the lading, and such shipments will be charged for service performed exclusively by Carrier.

ITEM 220**DROPPED TRAILERS**

Carrier may, for the convenience of its customers, drop trailers at a designated location. Carrier's customer assumes responsibility for loss of or damage to such trailers until such time as Carrier accepts the freight tendered on the dropped trailer. Carrier has no liability for loss or damage to freight on a dropped trailer until such time as Carrier's driver accepts such freight.

ITEM 225**HAZARDOUS MATERIAL SHIPMENTS**

Over-the-road shipments of hazardous materials, wastes or substances will be subject to the following requirements:

- A. Shipper must provide Carrier at least 48 hours prior notice before providing any load information (i.e. Shipper, origin, consignee, and destination).
- B. Shipments which are delayed at any time due to restrictions by Shipper, its agent, consignee, or any government body will be subject to a delay charge of \$750.00 per 24 hour period or fraction thereof. Charges will begin to accrue when the load is delayed and will cease when the load is cleared for transport.
- C. Each hazardous materials load must be properly noted on the bill of lading. There will be a charge of \$250.00 per shipment.
- D. When special permits are required by law, the cost of such permits shall be paid by the party paying the freight charges.

Shipper shall pay all costs associated with the cleanup of Shipper's material when such cleanup is the result of Shipper's negligence. Such causes may include, but are not limited to, package failure, improper loading/securement, exceeding package outage/pullage limits, leaking packaging, overweight loading, etc.

ITEM 230**IMPORT & EXPORT FREIGHT – CANADA/MEXICO**

Limitation of Carrier's Liability for Proper Customs Clearance. Carrier assumes no responsibility for insuring or otherwise providing for clearance of merchandise through or inspection by Canadian or Mexican Customs. Carrier does not represent and specifically disclaims any knowledge or expertise in proper customs clearance and inspection matters. Carrier is not responsible for the acts or omission of any Customs Agent or its affiliated Freight Forwarder that may be selected for the purpose of clearing shipper's merchandise through Customs. Carrier will serve merely as a liaison between Shipper and the Customs Agent (and the Customs Agent's Freight Forwarder) at shipper's request and only as a convenience to shipper. Carrier or party in possession will not be liable for loss, damage, deterioration of the freight or delay in delivery due to the duration of the period required by customs clearance or inspection.

ITEM 235**IMPRACTICAL OPERATIONS**

Nothing in this rule circular requires Carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of Carrier to operate vehicles because of:

- (A) The condition of roads, streets, driveways, or alleys;
 - (B) Inadequate loading or unloading facilities; or
 - (C) Riots, Acts of God, fire, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.
-

ITEM 240**INDEMNITY**

Carrier and shipper will each indemnify, defend and hold the other harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits and expenses ("Costs") resulting from personal injury, property damage (other than cargo), or violation of the law caused by their respective negligent or wanton acts or omissions.

ITEM 245**INTERMODAL SHIPMENTS**

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

ITEM 250**ON-HAND SHIPMENTS**

From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of Carrier is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Carrier: (a) shall place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) may offer the lading for public sale if disposition instructions are not given by Shipper within ten (10) days of Carrier's initial notification to Shipper. In the case of perishable lading, Carrier may dispose of the lading at a time and in a manner Carrier deems appropriate. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier will use any commercially reasonable steps to abide by such instructions. Shipper will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so.

ITEM 260**PACKAGING REQUIREMENTS**

Where packaging requirements are not otherwise provided by tariff or contract, the packaging requirements that are the custom and standard in the industry that are sufficient to withstand the rigors of ground transportation will apply. Where packaging requirements are provided in this tariff, rates provided therewith will apply only when the article or articles are packaged in accordance with such packing requirements, provided, however, that rates subject to such packaging requirements will apply also when the article or articles so packed as required are placed on pallets.

ITEM 262**PACKING OR PACKAGING, BLOCKING, RACKS, STANDARDS OR SUPPORTS**

Any temporary blocking, flooring or lining, racks, pallets, standards, stakes or similar bracing, dunnage or support or other commonly used items not constituting a part of the truck when required to protect and make freight secure for shipment, will be furnished and installed at the expense of the Shipper unless Carrier has agreed to supply said equipment free of charge. The weight of this equipment will be considered part of the shipment.

ITEM 265**PICKUP & DELIVERY SERVICE**

The rate names herein include pickup or delivery at all points within the limits of the cities, towns, villages and other points from and to which rates apply, but each shipment will include only one pickup and one delivery.

ITEM 270**RIGHT TO OPEN/INSPECT**

Carrier reserves the right to open/inspect any freight which has been accepted for shipment, including loads that have been sealed.

ITEM 273**SERVICE STANDARDS**

Carrier does not offer guaranteed service on any shipments. On all shipments, freight will be delivered upon reasonable dispatch. Appointment times and notations such as "must deliver by" on the bill of lading are insufficient to alter the reasonable dispatch standard.

ITEM 275**SHIPPER LOAD & COUNT**

All shipments shall be loaded by the consignor and unloaded by the consignee. Carrier's drivers are instructed to sign bills of lading as shipper load and count or "SLC". Inadvertent omission of this notation will not result

in a presumption of Carrier liability for shortage or damage (in the absence of upset or accident) where the driver was either not present or not allowed to observe the loading and unloading.

ITEM 280

SUBSTITUTED SERVICE

For its operating convenience, Carrier reserves the right to hire other carriers as qualified subcontractors to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties and obligations owed to Shipper by this circular, bill of lading, and/or contract will be provided.

ITEM 285

TERRITORIAL SCOPE

Carrier is authorized by the Federal Motor Carrier Safety Administration (FMCSA) under MC # 1043474:

“To operate as a common carrier, by motor vehicle . . .”

ITEM 290

WEIGHTS

1. Minimum weights shown herein apply to each vehicle used.
 2. Maximum weight per vehicle shall be 45,500 lbs.
 3. Weights include pallets or other shipping materials.
-

ITEM 293

EQUIPMENT

- (1) No Shipper or receiver will have the right to the exclusive use of equipment. Note: Carrier will determine the utility of its equipment in relation to the customer's need.
 - (2) Carrier's equipment is controlled and operated by Carrier's employees and owner operators only. Any other use or operation, without specific written authorization is expressly prohibited.
-

ITEM 295

CONSTRUCTION OR JOB SITE DELIVERY

- 1) Delivery to a construction site, when there is no representative of the consignee present to receipt for the shipment, will be made under the following conditions:

The consignor shall endorse on the bill of lading at the time the shipment is received by the carrier a stipulation reading as follows:

"The carrier is hereby authorized to deliver this shipment at the destination shown without obtaining a receipt from the consignee or a representative of the consignee, for delivery of the shipment."

- 2) In the event that no prior arrangements have been made and the carrier is unable to locate someone at the construction site to receipt for the shipment, carrier will attempt to secure authorization from the consignor based on the stipulation previously discussed herein. In the event carrier is unsuccessful obtaining this authorization from the consignor, carrier shall exercise the provisions of Item 250.
-

ITEM 297

FOOD SAFETY PROTOCOL

For shipments subject to the Food Safety Modernization Act (“Act”) and associated regulations, Shipper or Broker must inform Extreme Transfer, Inc., in writing, of applicable transportation protocols. An authorized official of Extreme Transfer, Inc. (See Item 105) must agree to the protocols. Protocols provided in a bill of lading or other shipping document are not sufficient to trigger’s Extreme Transfer, Inc.’s obligations under the Act. If Shipper or Broker fails to comply with these requirements, Extreme Transfer, Inc. will be unable to comply with its responsibilities under the Act and shall not be liable for loss or damage to shipments resulting therefrom. Shipper or Broker will defend, indemnify, and hold Extreme Transfer, Inc. harmless for claims arising from Shipper’s or Broker’s failure to comply with the requirements of this item.

SECTION 3 – ACCESSORIAL CHARGES

ITEM 300

ADDITIONAL CHARGES – SAME DAY DELIVERY

On shipments requiring delivery the same calendar day as that of pick up charges will be 125% of the normal linehaul rate.

ITEM 305

CUSTOMER REQUESTED DEADHEAD

\$1.90 per mile from point of dispatch to the loading location will be charged.

ITEM 310

FUEL SURCHARGE

Unless otherwise agreed to, the following fuel surcharge will apply between Carrier and shipper:

FUEL SURCHARGE SCHEDULE AND AGREEMENT

Fuel Surcharges shall be determined weekly using average self-service pump prices for the first Monday of each week from the DOE U.S. Average Retail Diesel Price Index.

The Fuel Surcharge is based on a cents per mile basis and will run from the first Monday of each week.

DOE Fuel Index Range			Truckload Fuel Surcharge Cents Per Mile	DOE Fuel Index Range			Truckload Fuel Surcharge Cents Per Mile
\$1.090	to	\$1.114	\$0.000	\$2.290	to	\$2.314	\$0.240
\$1.115	to	\$1.139	\$0.005	\$2.315	to	\$2.339	\$0.245
\$1.140	to	\$1.164	\$0.010	\$2.340	to	\$2.364	\$0.250
\$1.165	to	\$1.189	\$0.015	\$2.365	to	\$2.389	\$0.255
\$1.190	to	\$1.214	\$0.020	\$2.390	to	\$2.414	\$0.260
\$1.215	to	\$1.239	\$0.025	\$2.415	to	\$2.439	\$0.265
\$1.240	to	\$1.264	\$0.030	\$2.440	to	\$2.464	\$0.270
\$1.265	to	\$1.289	\$0.035	\$2.465	to	\$2.489	\$0.275
\$1.290	to	\$1.314	\$0.040	\$2.490	to	\$2.514	\$0.280
\$1.315	to	\$1.339	\$0.045	\$2.515	to	\$2.539	\$0.285
\$1.340	to	\$1.364	\$0.050	\$2.540	to	\$2.564	\$0.290
\$1.365	to	\$1.389	\$0.055	\$2.565	to	\$2.589	\$0.295
\$1.390	to	\$1.414	\$0.060	\$2.590	to	\$2.614	\$0.300
\$1.415	to	\$1.439	\$0.065	\$2.615	to	\$2.639	\$0.305
\$1.440	to	\$1.464	\$0.070	\$2.640	to	\$2.664	\$0.310
\$1.465	to	\$1.489	\$0.075	\$2.665	to	\$2.689	\$0.315
\$1.490	to	\$1.514	\$0.080	\$2.690	to	\$2.714	\$0.320
\$1.515	to	\$1.539	\$0.085	\$2.715	to	\$2.739	\$0.325
\$1.540	to	\$1.564	\$0.090	\$2.740	to	\$2.764	\$0.330
\$1.565	to	\$1.589	\$0.095	\$2.765	to	\$2.789	\$0.335
\$1.590	to	\$1.614	\$0.100	\$2.790	to	\$2.814	\$0.340

\$1.615	to	\$1.639	\$0.105	\$2.815	to	\$2.839	\$0.345
\$1.640	to	\$1.664	\$0.110	\$2.840	to	\$2.864	\$0.350
\$1.665	to	\$1.689	\$0.115	\$2.865	to	\$2.889	\$0.355
\$1.690	to	\$1.714	\$0.120	\$2.890	to	\$2.914	\$0.360
\$1.715	to	\$1.739	\$0.125	\$2.915	to	\$2.939	\$0.365
\$1.740	to	\$1.764	\$0.130	\$2.940	to	\$2.964	\$0.370
\$1.765	to	\$1.789	\$0.135	\$2.965	to	\$2.989	\$0.375
\$1.790	to	\$1.814	\$0.140	\$2.990	to	\$3.014	\$0.380
\$1.815	to	\$1.839	\$0.145	\$3.015	to	\$3.039	\$0.385
\$1.840	to	\$1.864	\$0.150	\$3.040	to	\$3.064	\$0.390
\$1.865	to	\$1.889	\$0.155	\$3.065	to	\$3.089	\$0.395
\$1.890	to	\$1.914	\$0.160	\$3.090	to	\$3.114	\$0.400
\$1.915	to	\$1.939	\$0.165	\$3.115	to	\$3.139	\$0.405
\$1.940	to	\$1.964	\$0.170	\$3.140	to	\$3.164	\$0.410
\$1.965	to	\$1.989	\$0.175	\$3.165	to	\$3.189	\$0.415
\$1.990	to	\$2.014	\$0.180	\$3.190	to	\$3.214	\$0.420
\$2.015	to	\$2.039	\$0.185	\$3.215	to	\$3.239	\$0.425
\$2.040	to	\$2.064	\$0.190	\$3.240	to	\$3.264	\$0.430
\$2.065	to	\$2.089	\$0.195	\$3.265	to	\$3.289	\$0.435
\$2.090	to	\$2.114	\$0.200	\$3.290	to	\$3.314	\$0.440
\$2.115	to	\$2.139	\$0.205	\$3.315	to	\$3.339	\$0.445
\$2.140	to	\$2.164	\$0.210	\$3.340	to	\$3.364	\$0.450
\$2.165	to	\$2.189	\$0.215	\$3.365	to	\$3.389	\$0.455
\$2.190	to	\$2.214	\$0.220	\$3.390	to	\$3.414	\$0.460
\$2.215	to	\$2.239	\$0.225	\$3.415	to	\$3.439	\$0.465
\$2.240	to	\$2.264	\$0.230	\$3.440	to	\$3.464	\$0.470
\$2.265	to	\$2.289	\$0.235	\$3.465	to	\$3.489	\$0.475
				\$3.490	to	\$3.514	\$0.480

*****To calculate surcharge at a fuel index above \$3.514, add \$.005 to the surcharge for each \$.025 increase in the index***

ITEM 315 AFTER HOURS PICKUPS AND DELIVERIES BY SPECIAL REQUEST

On shipments requiring pickups and deliveries on weekends, holidays, and after hours by special request for the charges will be 125% of the normal linehaul rate. In addition, detention as otherwise provided herein shall apply between the time of arrival and loading or unloading and/or the time of subsequent dispatch.

ITEM 320 APPLICATION OF ACCESSORIAL CHARGES

In addition to the line haul or base rate for any shipment and unless otherwise agreed in writing, the following accessorial charges shall apply and shall be reflected on the Carrier's invoice for service rendered.

ITEM 325 COLLECT ON DELIVERY (COD) SHIPMENTS

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

1. Carrier must be notified at least 24 hours prior to tender of the shipment that it is "COD".
2. The letters "COD" or "Collect on Delivery" must be shown in large, bold print on the shipping document immediately before the name of the consignee.

3. Unless otherwise specified on the shipping document, only bank cashier's check, certified check or money order will be accepted. Carrier will accept payment only as an agent of the shipper, and carrier's responsibility is limited to the exercise of due diligence in forwarding payment to shipper.
4. Subject to a minimum charge of \$25.00 or the charge will be computed at the ratio that \$25.00 bears to \$1000.00.
5. In the event the Shipper or Consignor fails to follow the procedures of this Item with regard to "COD" shipments, Carrier shall have no liability for the failure to collect the proper payment.
6. In the event Carrier fails to collect payment, Carrier's maximum liability shall be as if the freight were lost in transit pursuant to Section 4.

ITEM 330**DETENTION - VEHICLE WITH POWER UNITS**

Vehicle with Power Units – When through no fault of the carrier, its vehicle is delayed or detained at place of loading or unloading, the following will apply:

1. **One (1) Hours** free time will be allowed to load and **One (1) Hours** free time will be allowed to unload each van trailer.
2. Time will be computed from arrival until departure of the vehicle, including waiting time in reaching or leaving the loading or unloading site.
3. Unless otherwise agreed to, free time will begin at appointment time.
4. After the first hour of free time, a charge will be calculated at \$35.00 for every fifteen minutes or fraction thereof for detention beyond free time.
5. If Carrier misses its appointment time by more than thirty minutes, then 15 minutes of free time will be added for each 15 minutes or fraction thereof that carrier is late, not counting the hours during which consignee is closed.

ITEM 335**DETENTION - VEHICLE WITHOUT POWER UNITS**

Vehicle without Power Units – When carrier places a trailer to be loaded or unloaded or held at an intermediate point the following will apply:

1. **Free time of Seventy-Two (72) hours will apply for loaded trailers at Shipper/Consignee. When free time has expired, a Storage charge of \$25.00 per day shall apply including weekends and holidays.**

ITEM 340**LAYOVER PROVISION**

When, due to no fault of the carrier, driver and vehicle are required to layover to wait for loading or unloading of a shipment, a charge of \$140.00 per hour plus motel costs will be charged to the party responsible for the layover.

ITEM 345**LIABILITY FOR ACCESSORIAL CHARGES**

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

ITEM 350**LOADING AND UNLOADING**

Charges do not include loading and unloading. When requested to do so, the driver or loading contractor will load or unload, or assist in loading or unloading. Charges for such service will be an amount equal to the total charges billed to Carrier by the loading contractor subject to a minimum charge of \$100.00. The party responsible for payment of linehaul charges is responsible for paying of loading and/or unloading charges.

ITEM 355**LOADING AND UNLOADING UPON ARRIVAL**

In the absence of an agreement with respect to an appointed time of pickup or delivery, consignor shall load and consignee shall unload carrier's equipment within the allotted free time provided herein upon arrival if, during ordinary business days, as set forth herein. If carrier arrives before or after business hours as defined herein, free time begins at the commencement of the next business day.

ITEM 360**OVERLOAD – OVERWEIGHT**

Loading with Power/Driver – When due to no fault of the carrier, a shipment exceeds the legal gross weight limit allowed by state regulations, a charge of **\$1.90** per mile from the nearest scale back to the shipper's facility will apply. Customer will then have two hours of free time to correct the weight problem, after which an additional charge of \$60.00 per hour will be assessed for detaining the vehicle up to a maximum time allotment of 8 hours.

Loading without Power/Driver – When due to no fault of the carrier, a shipment exceeds the legal axle and/or gross weight allowed by state regulations, a charge of **\$1.90** per mile from the nearest scale back to the shipper's facility will apply. Customer will then have two hours of free time to correct the problem, after which an additional charge of \$60.00 per hour will be assessed for detaining the vehicle up to a maximum allotment time of 8 hours.

ITEM 365**PALLET EXCHANGE**

Not available

ITEM 370**PERISHABLE COMMODITIES**

- (a) The furnishing of protective service, as provided herein, does not undertake to overcome the inherent tendency of perishable goods to deteriorate or decay, but merely to retard such deterioration or decay. This may be accomplished by reasonable protective service of the kind and extent requested by the shipper, performed without negligence.
- (b) When perishable freight is delivered to the consignee by this carrier, the consignee must check freight to determine quantity being received and condition insofar as it is possible to determine by close, careful observation. The consignee must also take product temperatures of the goods being delivered. If shortage, damage or out-of-line temperatures are found to exist, then a notation applicable to the discrepancy will be so noted by the consignee on the carrier's copy of the delivery receipt. When offering a shipment for

delivery, if any portion of the shipment bears any indication of having been pilfered, a joint inventory of contents shall be made by Carrier's driver and the consignee, and the results of inventory so noted on Carrier's copy of the delivery receipt.

- (c) Where perishable commodities are transported, the carrier will not entertain any claims unless the carrier is notified within 24 hours from the time of delivery. In no case shall the carrier be responsible for damage to products when the carrier accepts a shipment, or portion of a shipment, as a unit (i.e. master cases, palletized shipments, etc.), when damage is not outwardly detectable by the carrier at the time of loading.

ITEM 373**RECONSIGNMENT**

Shipments may be reconsigned subject to the following:

1. Carrier will make a diligent effort to effect reconsignment but assumes no liability if it is unable to do so.
2. The reconsignment charge will be **\$1.90** per additional mile, subject to a minimum charge of \$150.00.
3. When the reconsignment is to a point other than the original destination, rates will be assessed based on the mileage from origin to final destination via the point of diversion.

ITEM 375**REDELIVERY**

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

1. When carrier is notified that the shipment will be accepted within 24 hours of the first tender, and is accepted within that time, the redelivery charge will be **\$1.90** per mile for additional miles, subject to a minimum charge of \$150.00.
2. When carrier is notified that the shipment will not be accepted within 24 hours of the first tender, or if it is not accepted within 24 hours of the first tender, the redelivery charge will be **\$1.90** per mile for the distance to carriers nearest terminal and return, subject to a minimum charge of \$150.00.
3. Charges provided in this item will be in addition to all other applicable charges, including charges for delay or detention of vehicles.

ITEM 380**ROUND TRIP RATES**

1. Must be booked as a round trip on the original tender and so noted on the original bill of lading;
2. Must be reloaded at its mid-point within ____ hours;
3. Must be no other stops in transit;
4. Detention charges are in effect for the entire trip;
5. No stop-off charges are assessed but fuel surcharges apply to the entire trip (origin to destination x 2)

ITEM 385**STOPPING IN TRANSIT**

Shipments may be stopped in transit to complete loading or for partial unloading subject to the following:

1. The shipment must be covered by one shipping document naming a single shipper and origin and a single consignee and destination.
2. The shipping document must show the point (s) at which stops are to be made with a complete description of the kind and quantity of freight to be loaded or unloaded at each stop.
3. All stops for loading must be completed before the first stop for unloading.
 - a. No substitutions or exchange of freight may be made at stop-off points.
4. When stop-off(s) are required on shipments subject to rates stated in dollars per vehicle used, the rate will be calculated as follows:
 - a. Divide the per vehicle used by charge by the miles from origin to destination to obtain the base rate per mile.
 - b. Multiply the base rate per mile obtained in Paragraph 4-1 above by the total miles from origin via stop-off(s) to final destination. Additional charges for each stop to complete loading or for partial unloading, exclusive of stops at origin and final destination, shall be:
 - i. \$125.00 for the first stop;
 - ii. \$225.00 for the second stop;
 - iii. \$425.00 for the third stop;
 - iv. \$425.00 for each stop in excess of three.
5. Except as shown in Paragraph 4 above, rates will be assessed based on the mileage – via each stop-off point. Additional charges for each stop to complete loading or for partial unloading, exclusive of stops at origin and final destination, shall be:
 - i. \$125.00 for the first stop;
 - ii. \$225.00 for the second stop;
 - iii. \$425.00 for the third stop;
 - iv. \$425.00 for each stop in excess of three.
6. All charges for shipments subject to the provisions of this item must be PREPAID.

ITEM 390**TEAM SERVICE**

Charge shall be an additional ten percent (10%) of the line-haul charges.

ITEM 395**VEHICLE FURNISHED BUT NOT USED**

Where the carrier is requested to dispatch a vehicle to a point of origin designated by the shipper, or other designated party, and such vehicle is dispatched but is not used due to no fault of the carrier, a charge of \$300.00 per vehicle may be assessed. Additionally, a charge of **\$1.90** per mile to next pick-up point will be assessed.

ITEM 397**LODGING AND MEALS**

A per diem charge of \$150 shall be assessed to party responsible for paying the freight charges for lodging and meals for all loads.

ITEM 399**ESCORTS, FLAGPERSON, AND/OR PILOT CARS**

When a flagperson, escort vehicle, or pilot car (all terms hereafter referred to as "Escort") is requested by the shipper or required by a regulatory agency, or if in the carrier's opinion the shipment cannot be safely transported without the use of an escort, carrier will make the necessary arrangements to secure an escort. The total fee or charge made by escort service shall be assessed subject to a minimum assessment of \$1.75 per mile per escort and further subject to a daily minimum charge of \$350.00 per escort. (See Note A). Multiple escorts may be required for a shipment, depending on the type of service provided.

Note A: If the shipper or owner of the freight elects to furnish the escort(s), the charges contained herein will not apply.

SECTION 4 – FREIGHT CLAIMS

ITEM 400

ALTERNATIVE RATES AVAILABLE

Shippers may obtain rates for shipments with higher released values (limitations of liability) than those indicated in this Section by contacting Carrier's Pricing Manager by calling 704-696-1614. Any such alternative rate shall be reflected by the insertion of the higher released value and specially assigned identification number on the bill of lading at the time of pick-up.

ITEM 405

CLAIMS LIABILITY

Liability for claims shall be governed by 49 USC § 14706. Carrier shall not be liable to the owner of property for damage, loss or delay caused by (1) an act of default of the shipper, owner or consignee, or their agents; (2) an Act of God, (3) the public enemy, (4) act of the public authority; (5) inherent vice of the goods (6) freezing or spoiling of any perishable goods or property. Claims involving intrastate shipments and shipments of exempt commodities shall be subject to this Section. Liability shall be limited to actual loss to the goods. Transportation costs shall not be considered part of the claim if the claim is for invoice value of the goods.

ITEM 410

CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 and the STBOL) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in interstate or foreign commerce.

- (A) Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (B) Carrier shall, at the time each claim is received, create a separate file and assign thereto a specific unique claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved at the time such claim is received, carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in carrier's written acknowledgment of receipt to the claimant.
- (C) Claims in writing are required within nine (9) months from the date of delivery or from the time when delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (D) of this Item with carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract carriage, and all rules circular provisions applicable thereto. Claims for concealed damages must be submitted to carrier within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- (D) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the

provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between carrier and shipper.

- (E) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.
- (F) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as "\$100 more or less," carrier shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (D) above.
- (G) Each claim filed against carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. Unless perishable commodities are involved, the shipper or consignee in possession shall afford carrier five (5) days to inspect any damaged shipment prior to dispensation.
- (H) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.
- (I) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipments shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.
- (J) Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by carrier; provided, however that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, carrier shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon.

ITEM 415**CLAIMS LOSS & DAMAGE – ACCEPTANCE OF GOODS**

The consignee must accept the goods upon delivery unless they are determined to be totally worthless.

ITEM 420**CLAIMS LOSS & DAMAGE – CLEAR DELIVERY**

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.

ITEM 425**CLAIMS LOSS & DAMAGE – SALVAGE**

- (A) Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest thereon. Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filled thereon.
 - (B) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
 - (C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.
 - (D) To the extent that the Shipper asserts that the goods should be destroyed, Carrier remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.
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ITEM 430**DISPOSITION OF OVERAGE**

Consignee shall accept overages in fulfillment of its duty to mitigate damages. Overages will be returned to the consignee or shipper by carrier upon request in return for payment of carrier's applicable freight charges. In the event consignor and consignee decline to accept overages and mitigate damages, carrier shall treat any overage as salvage and after notice shall sell same in accordance with the bill of lading contract and the terms of this circular. The proceeds of any such sale less carrier's freight and storage charges shall be remitted to the person or persons lawfully entitled to receive same. Carrier shall not be liable for any difference between the sales price of overage and the destination market value where the shipper and consignee decline to mitigate damages.

ITEM 435**INADVERTANCE CLAUSE**

If a shipper declares a value exceeding \$2.50, per pound per article or \$100,000.00, per truckload, without insertion of the corresponding specially assigned identification number (Item 400), the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value of \$2.50 per pound per article or \$100,000.00 per truckload, whichever is less, and the shipment will move subject to such limitation of liability.

ITEM 440**RELEASED VALUE DECLARATION**

Unless otherwise agreed to in writing, Carrier's cargo liability is limited to a maximum of \$2.50 per pound or \$100,000 per trailer load, whichever is less. In the event weight is relevant to the determination, only the portion of the freight lost or damaged is to be considered in the calculations.

ITEM 445**RELEASED VALUATION/USED GOODS**

Unless otherwise agreed in writing, all used goods is released to a maximum evaluation of \$.25 per pound per article. Any goods that are other than new are deemed used (refurbished, reconditioned).

ITEM 450**RELEASED VALUATION/MEXICO AND CANADA**

The Carmack Amendment and the above provisions relating to domestic transportation will apply to shipments while within the physical borders of the United States and within the jurisdiction of the Secretary of Transportation. While a shipment is outside the borders of the United States, the Carmack Amendment shall not apply. Carrier shall have no liability for delay, loss or damage when it is not in physical possession of the freight. G&P Trucking shall have no liability either for itself or for any Mexican Carrier involved in the shipment, for loss, damage or delay which occur within Mexico To the extent liability cannot be excluded completely, the released rates shall be as set forth below:

- a. Canada - Carrier's maximum liability will be the lesser of \$2.00 per pound per package or any limitation provided for by Canadian or provincial law for loss occurring in Canada.
- b. Mexico- Carrier's maximum liability will be the lesser of \$.50 per pound per package or any limitation provided for by Mexican federal or state law for loss occurring in Mexico.

Losses of uncertain location shall be presumed to occur outside the United States.

ITEM 455**SEALED TRAILERS**

In the event Carrier takes possession of a sealed trailer, delivery of the trailer with seal in-tact (absent evidence of tampering with the trailer, doors, or hinges) conclusively defeats any claim of a shortage. Claims for an absent or missing seal may only be asserted by the Shipper if the Shipper has adequate procedures in place for verifying that the seal was in place when the trailer left origin and only when there is proof of actual damage to the goods, verified by testing or other procedures. Carrier shall have no liability for cargo loss, damage or shortage where any seal is removed by order of any law enforcement or governmental authority.

ITEM 460**SHORTAGE**

Carrier will not be responsible for shortage on shipments that are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing material is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of bins, pallets, platforms or skids on such shipments.

ITEM 465**SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES**

Carrier shall not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay. Additionally, Carrier shall not be liable for attorney's fees of the Shipper.

ITEM 470**SPOTTED EQUIPMENT**

Carrier responsibility for cargo begins when Carrier picks up a shipment from the Shipper's dock, or in the case of spotted equipment, when Carrier takes physical possession of the loaded trailer. Carrier's responsibility ends when the shipment is delivered or in the case of spotted equipment, when the loaded trailer is placed in the consignee's premises for its unloading convenience.

SECTION 5 – FREIGHT CHARGES

ITEM 500

COLLECTION AND PAYMENT OF CHARGES

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered. Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them **net thirty (30) days from date of the invoice** or as otherwise agreed to with shipper in writing from the presentation of the freight bill.

ITEM 520

INTEREST & FEES ON PAST DUE ACCOUNTS

Carrier will assess one and one-half percent (1½%) per month on past due indebtedness for collection, handling, late fees and interest. In the event carrier deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, shipper shall pay attorney's fees in the amount of \$300.00 or twenty-five percent (25%), whichever is greater.

ITEM 530

INVOICES

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this circular.

ITEM 540

JURISDICTION AND VENUE OF COLLECTION SUIT

All action or proceedings instituted by Carrier for the collection of freight charges owed by the shipper, consignor, consignee or third party involved in the movement who has failed to pay such charges within 30 days of presentation of the freight bill, where the Carrier initiates a lawsuit, such suit shall be brought in a state or federal court of competent jurisdiction in **Iredell County, North Carolina**, or where the debtor resides (at the option of Carrier). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.

ITEM 550

LIEN FOR FREIGHT CHARGES

Carrier shall have a possessory lien on shipments in its dominion and control for the payment of current and past due freight charges. Shipper's goods will be held and sold pursuant to the Carrier Lien provisions of the Uniform Commercial Code. Carrier reserves the right to convert any shipment to a collect shipment.

ITEM 560

PAYMENT WITHOUT OFFSET

Shipper, Consignor and/or Consignee, or its broker or agent, shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Tariff and shipper, consignor, or consignee shall not deprive Carrier of the claims process by unilateral deduction of claims from payment of freight charges due.

ITEM 570**PRIORITY OF FREIGHT CHARGE OBLIGATION**

When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for freight charges inclusive of the carrier's rates, the following rules shall apply:

1. The intermediary will segregate money due owing to carrier from other accounts.
2. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Carrier preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the STBOL (see Item 100) is signed, and to the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with to Section 7 of the STBOL.

ITEM 580**THIRD PARTY BILLING**

Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payments of freight charges is not received pursuant to third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipments up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a non-recourse provision of the bill of lading.

ITEM 580**UNDERCHARGE/OVERCHARGE CLAIMS**

Any claim for overcharges of freight bills must be submitted within 180 days of shipment date and must be submitted by the responsible party of the freight charges. Any claim for undercharges of freight bills must be submitted by the carrier to the payor of the freight charges within 180 days of the shipment date.

SECTION 6 – INTERMODAL SHIPMENTS

ITEM 600

APPLICABILITY

This Section applies to all movements on intermodal equipment governed by the Uniform Intermodal Interchange Agreement or any substantially similar organization or arrangement. Unless otherwise stated in this Section, the provisions of the remainder of this Tariff continue to apply.

ITEM 610

ARRIVAL NOTICE

1. Actual tender of delivery at consignee's place constitutes notice of the arrival of a shipment.
 2. 2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment:
 - (a) The notice will be given by telephone, if convenient and practicable; otherwise by mail or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
 - (b) If the consignee's address is unknown to Carrier, the notice will be mailed to him at the post office serving the point of destination shown on the Bill of Lading.
 - (c) (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by, the addressee) at 8:00 A.M. on the first business day after it was mailed.
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ITEM 615

CLAIMS FOR OCEAN FREIGHT

1. Section 4 is amended for freight subject to an ocean bill of lading.
2. Freight moving under an ocean bill of lading shall be governed under the Carriage of Goods by Seas Act. Freight shall be considered moving under an ocean bill of lading if the bill of lading is a through bill of lading, regardless of whether carrier issues a separate shipping document.
3. The released rate on ocean freight is the lesser of \$500 per package or actual loss.
4. The number of packages shall be determined by the number stated on the bill of lading under the column designated "packages." If no number is designated, or if "1" is the number of packages, the container itself shall be the package.

ITEM 620**CUSTOMS – OCEAN FREIGHT**

1. Line haul charges on shipments requiring United States Customs Clearance at a point other than the final destination, will be assessed on the basis of rates applicable from points of origin to the point of United States Customs Clearance and from the point of United States Customs Clearance to the final destination, subject to a minimum charge of \$100.00.
2. Freight moving In Bond may not be included in the same shipment on the same Bill of Lading and Shipping Order with freight not moving In Bond.
3. Shipments awaiting Customs Clearance will be subject to the Detentions and Charges as provided in Items 330, 350 and 650 and such charges, if any, will be paid by the party responsible for the line haul freight charges.

ITEM 630**HUBBING CONTAINERS**

When containers must be stored on carrier's yard before being turned in to the port, a minimum dray charge of \$75.00 for the first 48 hours or fraction thereof will apply. If containers are stored on carrier's yard for a period of more than 48 hours an additional charge of \$35.00 per day or fraction thereof will apply. These charges apply when container cannot be terminated at the port due to Shipper related causes, which include but are not limited to loading container before port can receive it, rolled bookings, verification, etc.

ITEM 640**LOADING AND UNLOADING CONTAINER**

Except as otherwise provided herein, the complete loading and/or unloading service, as the case may be, of the shipment including the count hereof must be performed by the shipper or consignee at his expense, without any assistance from Carrier. Carrier's employee and power unit are to be released while loading and/or unloading is performed. At Carrier's option, Carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.

1. The complete loading service includes the loading of the shipment into or on the container or trailer and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
2. The complete unloading service means that the consignee must remove the shipment from the position in which it is transported in or on the container or trailer. The consignee will be responsible for removal of all packing materials, dunnage, blocking, bracing, nails and excess product or waste, etc. or will be subject to a \$100.00 cleanout fee.

ITEM 650**PER DIEM / DETENTION / DEMMURAGE**

Carrier will comply with all Equipment Interchange Agreements in accordance with UIIA provisions. However, all chassis/container use and per diem charges incurred will be assessed to customer to include an additional 10% administration fee or \$10.00 per box, whichever is more. All per diem charges will be assessed to customer at termination of equipment back to provider. The charges will be calculated based on free time agreement between customer and steamship line. If customer does not provide details of customer's free time agreement with steamship line then standard free time will apply based on the interchange agreement between the steamship line and carrier. Charges for per diem will be determined by either the interchange agreement between carrier and steamship line or customer agreement with steamship line. Interchange charges will apply in the absence of customer/steamship Line agreement. Computation of time to begin at Out-gate from the port or off port depot and end at In-gate to port or off port depot. Free time will then be applied to total time in the computation of per diem charges.

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

Upon reasonable request of consignor, consignee, or others designated by them and subject to the provisions contained herein, carriers will, without additional charge, prearrange schedules for the arrival of vehicles, for loading or unloading shipments governed by Items 330, 350, 610, and 650.

1. Request for prearranged scheduling may be oral or in writing.
2. Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.
3. The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in applicable tariff.

ITEM 670**TERMINAL CHARGES AT PORT/RAILHEAD**

Unless otherwise provided, the rates and charges published in this tariff do not include tollage, wharfage, usage, loading or unloading charges, or any other port terminal charges at piers, wharves, dockside terminals or warehouses, and carriers will not absorb said charges.

ITEM 680**UNDELIVERED FREIGHT**

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because Carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, Carrier will make a diligent effort to notify the consignor promptly that the freight is being stored and the reason therefor.
2. Undelivered shipments will be subject to Storage.
3. On undelivered shipments, disposition instructions printed on the Bill of Lading, shipping label or container will not be accepted as authority to reship, return or reconsign a shipment or to limit
4. Carrier may elect to handle undelivered freight pursuant to the terms of this Tariff governing On Hand Freight.

SECTION 7 – OVERDIMENSIONAL FREIGHT

ITEM 700

OVERDIMENSIONAL FREIGHT

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

1. Arrangements for transporting freight provided above must be made with the carrier before the shipment or any portion thereof is tendered for transportation.
2. Such shipments will be subject to a charge of 10% of the line haul revenue subject to a \$75.00 minimum charge. Carrier is only responsible for overweight up to the maximum weight listed on the permit of each state. Initially, Carrier will pay all fines. The party responsible for the freight charges is responsible for reimbursement to carrier of any fines incurred for any kind of overweight (axle weights, gross weights, bridge laws, etc) based on the permit for each state plus a \$35.00 administration fee for each overweight citation incurred.

ITEM 710

PERMITS

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

1. The purchase cost of such permits and all other expenses necessary to secure such permits and all bridge, ferry, highway, tunnel or other public charges of like nature which are incurred in the handling of any such shipment, which would not normally be required on shipments not requiring permits will be paid by the carrier and collected as follows: (a) When a shipment requires more than one vehicle, charges provided herein DO NOT apply to vehicles which do not contain articles or commodities requiring such permits. (b) A charge of the permit, plus a Ten (10) percent Service Fee, subject to a \$10.00 minimum for each permit required will be assessed in addition to line haul charges.
2. Any shipment which, due to size, shape or weight, requires a flagman to accompany the vehicle, the following rates shall apply: Escort vehicle, or pilot car (all terms hereafter referred to as "Escort") as requested by the shipper or required by a regulatory agency, or if in the carrier's opinion the shipment cannot be safely transported without the use of an escort, carrier will be assessed subject to a minimum assessment of \$1.75 per mile per escort and further subject to a daily minimum charge of \$350.00 per escort. (See Note A). Multiple escorts may be required for a shipment, depending on the type of service provided.

NOTE A--Time will be computed from time flagman reports for duty at point and time designated by shipper or party requesting movement of the shipment, until released, but not to exceed 16 hours in any one day.