

**FLEETWOOD TRANSPORTATION SERVICES, INC.**  
**("Carrier")**

**RULES/ACCESSORIALS TARIFF  
APPLICABLE TO TRUCKLOAD SERVICES  
BETWEEN POINTS IN NORTH AMERICA**

ALL FEES, SUMS & VALUATIONS STATED IN U.S. DOLLARS

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ISSUED BY  
Fleetwood Transportation Services, Inc.  
P.O. Box 430  
Diboll, Texas 75941-0430  
Dennis Berryhill, President/COO

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**Item 10: APPLICATION OF TARIFF**

The provisions of this Tariff, as amended, shall apply to Truckload services provided by Fleetwood Transportation Services, Inc. (hereinafter "Carrier") in interstate, intrastate and/or foreign commerce between points in North America, except that the provisions of this Tariff shall not apply to any services or transportation otherwise provided pursuant to written transportation agreements between Carrier and a shipper ("Shipper Agreement").

If there is a conflict between the terms and conditions of this tariff and the terms and conditions on any manifest, label, bill of lading, or other transit documentation, the terms and conditions of this tariff, as amended, modified, changed, or supplemented, will control.

Rates and service quotations are good faith estimates based upon information provided to us, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of this tariff.

This Tariff shall govern handling of General Commodities, except commodities in bulk and Household Goods and those commodities injurious or contaminating to other lading. Carrier reserves the right, at its sole discretion, to refuse to transport certain commodities if it is believed that in the performance of transporting said cargo there is a possibility of harm or damage to persons, property, equipment, the environment, or the cargo itself.

Commodities that Carrier will not transport include, but are not limited to, fireworks, hazardous waste, refuse, cash currency.

**Item 20: MILEAGE**

Mileage shall be calculated using **PC miler v. 23.1 practical miles.**

**Item 200: ADDITIONAL COSTS**

Whenever Carrier incurs costs due to customer requirements, the customer shall be invoiced at 110% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

**Item 300: INVESTIGATIONS OF CARGO CLAIMS**

Each claim for loss or damage to cargo filed against Carrier in the manner prescribed herein will be promptly and thoroughly investigated.

Carrier reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim. Regardless of the foregoing, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the

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original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct.

For shipments or any part thereof which are not delivered, Carrier reserves the right to require certification from the claimant that the missing cargo has not been received from any other source.

**Item 320: PROCESSING OF CARGO CLAIMS**

Carrier, when having received written claim for loss or damage to baggage or for loss, damage, injury or delay to property transported will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 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 the receipt thereof, Carrier will at that time, and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and it will retain a copy of such advice to the claimant in its claim file thereon.

**Item 340: PROCESSING OF SALVAGE**

Whenever baggage or material, goods, or other 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 whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will 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 also will 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 filed thereon.

Whenever disposition of salvage material or goods will be made directly to an agent or employees of a 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, that Carrier's salvage records will fully reflect the particulars of each transaction or relationship, or both as the case may be.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, Carrier will 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.

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If Carrier does not receive disposition instructions within forty-eight (48) hours of sending its initial notice, Carrier may, in its sole discretion, attempt to issue a second and final confirmed notification. Such second notice shall advise that if Carrier does not receive disposition instructions within ten (10) days of that notification, Carrier may offer the shipments for sale at a public auction and Carrier has the right to offer the shipment for sale. If Carrier determines in its sole discretion that the potential for recovery will be prejudiced by such second notice period (e.g., where the goods to be salvaged are perishable), Carrier may shorten the second notice period or forego the second notice altogether. The amount of sale will be applied to the costs of the sale and Carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership.

**Item 360: FILING OF CARGO CLAIMS**

- a) Claims in writing required. Claims for loss, damage, injury, or delay to cargo must be filed in writing, as provided in subparagraph (b) below, and as otherwise may be required by law, the terms of the bill of lading, the Shipper Agreement, and all tariff provisions applicable hereto.
- b) Minimum filing requirements. A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date delivery should have been made (1) containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
- c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents will not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- d) Claims filed for uncertain amounts. Whenever a claim is presented against Carrier for an uncertain amount, such as "\$100 more or less," the Carrier against whom such claim is filed will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.
- e) Concealed damage claims. When damage to contents of a shipping container is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to Carrier upon discovery and a request for inspection by the Carrier's representative made by consignee. Notice of loss or damage and request for

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inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier.

If more than fifteen (15) days pass between date of delivery of shipment by Carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it shall be the obligation of the consignee to offer reasonable evidence to the Carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by Carrier. While awaiting inspection by Carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

- f) Institution of Suits. Suit for loss, damage, injury or delay shall be instituted against Carrier no later than two years and one day from the day when written notice is given by Carrier to the claimant that Carrier has disallowed all or any part of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.

**Item 380: ACKNOWLEDGMENT OF CLAIMS**

Carrier will, 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 30 days after the date of its receipt by Carrier unless Carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. Carrier will 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.

Carrier will, at the time each claim is received, create a separate file and assign thereto a successive 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 will cause the date of the receipt to be recorded on the face of the claim document, and the date of receipt will also appear in Carrier's written acknowledgment of receipt to the claimant.

**Item 400: CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT**

- a) "Overcharge" means an overcharge as defined in Section 49 &U.S.C. § 14704(b). It also includes duplicate payments as hereinafter defined when a dispute exists between the parties concerning such charges.
- b) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.

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- c) "Unidentified payment" means a payment which Carrier has received but which Carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
- d) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.
- e) "Undercharge" means charges for transportation services which are less than those applicable thereto.
- f) All claims shall be filed in accordance with the provisions of Item 360.

**Item 420: FILING, DOCUMENTING, AND PROCESSING CLAIMS**

Claims for overcharge or duplicate payment shall be accompanied by sufficient information to allow the carriers to conduct an investigation and pay or decline the claim within 180 days of the date of the invoice. Claims shall include the name of the claimant, its file number and the amount of the refund sought to be recovered and shall be accompanied by the original freight bill along with all other documents or data in the possession of the claimant which substantiates the basis for the claim. Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by applicable payment information.

If either party disputes the other party's claim for either "Overcharge," "Duplicate Payment" or "Undercharge," the disputing party has 180 days from the date of the invoice to file in writing with the Surface Transportation Board, a request for the determination of the applicability or reasonableness of the claim as provided for under the Interstate Commerce Commission Termination Act.

In the event Carrier invoices the shipper, receiver or its authorized agent for charges for transportation services which are less than those applicable to such services, Carrier shall file an undercharge claim within 180 days of the date of the original invoice to the party responsible for payment of the freight charges. Carrier shall provide the amount of the undercharge sought to be recovered and such claim shall be accompanied by a copy of the original freight bill and a corrected freight bill along with all other documents or data substantiating Carrier's claim.

**Item 440: CLAIMS RECORDS**

Carrier shall at the time a claim is received create a separate file and assign it a successive 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 such claim. At the time such claim is received, Carrier shall cause the date of receipt to be recorded on the face of the claim and all records and correspondence with respect to the claim, including the acknowledgement of receipt to the claimant.

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**Item 450: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR  
DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS**

If Carrier is not provided sufficient information with which to properly apply a payment, Carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, Carrier may treat the unidentified payment as a payment of freight charges owing to it. Following the 90-day period, the regular claims procedure shall be applicable.

**Item 460: LIABILITY LIMITED**

- a) This Item 460 shall not apply to shipments moving from or to points in Mexico.
- b) Carrier's liability for loss or damage shall be that of a common carrier as set forth in the Carmack Amendment currently codified at 49 U.S.C. § 14706 (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate. Unless a higher value is declared by the shipper in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, Carrier's liability for loss, damage, or delay as to any shipment shall not exceed \$100,000 per shipment.
- c) Declaring values in excess of \$100,000.
  - i. Carrier must be notified at the time it agrees to transport cargo that has a value in excess of \$100,000 (but in any event, not exceeding \$200,000) will be declared, and also the amount that will be declared. The declared value shall be valid (meaning Carrier's \$100,000 limitation of liability shall apply) unless Carrier has agreed in writing signed by a corporate officer to accept the cargo at the declared value.
  - ii. The declared value must be clearly stated as such on the face of the bill of lading.
  - iii. A charge of \$0.50 per \$100 of declared value in excess of \$100,000, in addition to all other charges, shall be assessed.
  - iv. Declared values in excess of \$200,000 shall not be accepted, and in the event shipper attempts to declare a value in excess of \$200,000, Carrier's liability shall continue to be limited to \$100,000 per shipment.
- d) In no event shall Carrier's liability exceed the lesser of the actual value of the cargo or the declared value.
- e) Used or Reconditioned Equipment The foregoing notwithstanding, Carrier's cargo liability on used or reconditioned equipment is limited to the lesser of the cost of repair, cost to replace, actual value, released value or declared value. In any event, Carrier cargo liability for such goods is limited to \$5.00 per pound per item up to \$100,000 per shipment unless excess value is declared and obtained in accordance with the foregoing provisions. Regardless of valuation, Carrier's liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit, and will not be

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liable for any claims of diminished value or any other value not specifically set forth herein. The charge will be \$0.50 per \$100.00 of value declared over \$100,000 with a limit of \$200,000 valuation permissible. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused, or reconditioned parts added during the reconditioning processes.

- f) The value of shipments involving documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value shall be limited to the value of the paper. The foregoing shall apply regardless of declarations made or documentation on any shipment paperwork.
- g) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.
- h) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the shipper.
- i) On shipments that have had a previous move or where any portion of a shipment is not able to be directly inspected due to packaging, wrapping, sealing, and/or otherwise consisting of "containerized" cargo, no opportunity to declare excess value for cargo to cargo shall be offered, provided, inferred or implied.
- j) On shipments which pick up at a warehouse or manufacturing location where any shipment or portion thereof is not able to be directly inspected by Carrier due to packaging, wrapping, sealing, and/or otherwise consisting of "containerized" cargo, Carrier's cargo liability is limited to visual surface damage to the package or container only and no liability for damage to contents shall be offered, provided, inferred or implied.
- k) Carrier shall have no liability for cargo loss or damage regarding shipments that are sealed outside of the presence of Carrier personnel, including Carrier's driver, where such loss or damage is caused by improper loading or failure to block or brace. This provision applies regardless of the presence or absence of a "shipper load and count" or similar designation

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on the bill of lading or other shipment documentation. A broken seal shall not be grounds for rejection of a load.

**ITEM 470: LIABILITY FOR SHIPMENTS OUTSIDE THE U.S.**

For shipments requiring customs clearance, the shipper, consignee, third party, broker and/or Agent is responsible for complying with all applicable domestic and international treaties, laws, government regulations, orders or requirements including but not limited to customs and import laws and regulations of any country to, from, through or over which the shipment may be carried and agrees to furnish such information and complete such documents as are necessary to comply with such treaties, laws, regulations, orders or requirements. Under no circumstances will Carrier be liable for failure to comply with such provisions.

**Item 500: DELINQUENT ACCOUNTS**

Payments received more than 30 days after the date of Carrier's bill will be assessed a late payment fee equal to 1.5% of the total freight bill for each 30-day period or portion thereof, from the date of Carrier's freight bill until the date the payment is received, in addition to all other charges. In any action to recover unpaid freight bills from delinquent accounts, Carrier shall be entitled to interest, reimbursement for reasonable attorney's fees, court costs and any related fees associated with the collection or attempted collection of past due bills.

**Item 520: RESPONSIBILITY FOR CHARGES**

On those shipments where Carrier is to bill freight charges on a freight collect basis, or to a third-party payor, in the event such charges are not paid within 30 days of initial billing, Carrier shall submit a freight bill directly to the consignor for which the consignor shall be liable for payment. Consignor shall be liable to make payment to Carrier for services rendered on behalf of the consignor notwithstanding any provision on the applicable bill of lading or other shipment documentation.

**Item 540: COD SHIPMENTS**

Unless otherwise provided, Collect-On-Delivery (COD) shipments will be accepted by Carrier subject to the following provisions and charges:

- a) Notification of a COD shipment must be given at time order is telephoned in or otherwise first communicated to Carrier. Carrier assumes no liability for the form of tender accepted.

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b) The following, with the words "Collect on Delivery" in boldface type or red ink must appear prominently and legibly on the bill of lading:

COLLECT ON DELIVERY \$\_\_\_\_\_ and remit to:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

- c) Only one COD amount may be shown and may not be subject to change dependent upon time or condition of payment.
- d) The charge for collecting and remitting the amount of each COD bill will be 1.5% of the COD amount, subject to a minimum charge of \$25.00 per shipment.
- e) Carrier's responsibility for C.O.D. payment is limited to the exercise of reasonable care and diligence in forwarding the check or money order to the consignor, or to such other party as may be designated by the consignor as the payee, within 15 business days after receipt by Carrier.
- f) Carrier assumes no liability whatsoever for COD payments that default, without exception or limitation, for any reason whatsoever, including but not limited to those that default due to a lack of funds, credit exceeding established limits, erroneous, forged, counterfeit, stolen or fraudulent checks, drafts, currency, credit card or voucher.

**Item 560: PAYMENT**

Absent a written waiver by Carrier or contractual specification to the contrary, all freight transportation and related charges are due and payable within fifteen (15) days of delivery of shipment, or in the event of a cancelled move, within fifteen (15) days of the date of the scheduled delivery. All payments to Carrier for services governed by this Tariff shall be made in the normal course of the payor's business.

**Item 570: LIABILITIES NOT ASSUMED**

Carrier shall not be liable, regardless of the actual or alleged negligence or other wrongful conduct of Carrier, its employees, contractors, or utilized individuals or business entities, for any special, incidental, economic, or consequential damages, including but not limited to loss of profits or income, Carrier had knowledge that such damages might be incurred.

**Item 580: DETENTION**

a) When Carrier's vehicles are delayed or detained at premises of consignor or consignee, or other places designated by consignor or consignee for loading or unloading, the following charges will be assessed which will be in addition to all other lawful transportation charges.

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| Type of Equipment  | Total "Free Time"<br>Allowance for Loading and<br>Unloading <u>Combined</u> | Charge <u>per each 15</u><br><u>minutes or fraction</u><br><u>thereof</u><br>in excess of "Free Time" |
|--------------------|---|---|
| Trailer Only       | 1 DAY   | \$0.25  |
| Trailer With Power | 2 HOURS   | \$20.00   |

- b) Time per vehicle shall begin upon notification by driver to the consignor or consignee that the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by driver of a signed bill of lading or delivery receipt.
- c) When shipments move under a prepaid basis, the detention charge will be billed to the consignor regardless of whether the consignor, the consignee, or a third party was responsible for the detention of the vehicle. When shipments move under a collect basis, the detention charges will be billed to the consignee regardless of whether the consignor, the consignee, or a third party was responsible for the detention of the vehicle. When a third party was established as the bill-to party for the shipment, the detention charges will be billed to the third party regardless of whether a consignor, a consignee, or a third party was responsible for the detention of the vehicle.
- d) When shipments are stopped for either partial loading or partial unloading service, or both, one hour free time for each stop will be added to the total "Free Time" allowed.

**Item 590: OVERNIGHT LAYOVER**

If after arriving at the point of loading or unloading Carrier is required by the Consignor, Consignee, or agent thereof, to load or unload the following day causing an overnight layover, then the charges set forth in this Item shall apply as opposed to detention charges, except that detention charges shall be assessed in addition to layover charges and in accordance with this tariff from the time of Carrier's arrival until Carrier is notified of such overnight layover. Weekend layover charges shall apply to any layover from either Friday or Saturday until Monday.

Overnight Layover  
\$150.00 PER NIGHT

Weekend Layover  
\$300.00 per night

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**Item 600: CARRIER BILL OF LADING**

No modifications to Carrier Bill of Lading and/or any applicable tariff item will be permitted or enforceable except upon prior written agreement signed by a corporate Officer or Director, or representative of the Legal Department of Carrier.

**Item 610: SHIPPER BILL OF LADING / PAPERWORK**

Bills of Lading and/or paperwork provided by a shipper, broker, forwarder, other carrier, intermediary, or other documents not issued by Carrier, shall act solely as "receipts" for the transfer of custody of cargo only. All terms and conditions of transport shall be pursuant to Carrier's Bill of Lading and applicable tariffs in effect when service is provided.

**Item 620: FORCE MAJEURE EVENTS**

Carrier shall have no liability for damage, loss, delay or any other failure to perform services under this tariff where such damage, loss, failure or delay in performance is wholly or partially due to an Act of God, war, fire, weather, explosion, riot, civil commotion, act of terrorism, restriction by government or other authority, strikes, lock outs, failure of suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control, or which could not be reasonably anticipated by Carrier.

**Item 640: FUEL SURCHARGE**

Absent Carrier's written waiver, a fuel surcharge shall be applied. The calculated fuel cost is determined using the U.S. Department of Energy's Energy Information Administration U.S. National Average On-Highway diesel fuel price published each week.

Adjustments, if any, in surcharges will be made effective for shipments picked up the calendar day following the calendar day of publication of each week's price. The surcharge shall be applied and utilize the criteria established herein regardless of whether shipments are entirely within the U.S., involve the U.S. and Canada, or entirely within Canada. Fuel surcharges will be applied to any/all mileage related charges, and should prices rise to \$6.00/gallon or above, Carrier reserves the right to implement an extended surcharge.

|                          |                    |
|--------------------------|--------------------|
| <u>Week Price/Gallon</u> | <u>Surcharge</u>   |
| \$1.225                  | 10.2% of Line Haul |

For every \$0.05 increase in price of fuel per gallon will increase the percentage of Line Haul surcharge by 1 percentage point.  
Example: \$1.275 equals 11.2% of Line Haul  
Example: \$1.325 equals 12.2% of Line Haul

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**Item 660: APPOINTMENTS**

All standard service time quotations are good faith estimates and Carrier will use its commercially reasonable efforts to keep delivery or pick-up appointments. In no event shall a time quotation be considered a guarantee of delivery time.

**Item 680: IMPRACTICABLE OPERATIONS**

Carrier is not obligated to accept shipments for which it does not have available or suitable equipment, or to perform services for which provisions have not been made herein.

Nothing in this tariff shall be construed as making it binding upon this Carrier to accept freight from or make delivery to locations to which it is impracticable to operate vehicles, inclusive of performing pickup or delivery services, because of conditions of alleys or streets, because of riots or strikes, conditions typically referred to as Acts of God or Force Majeure events, inclusive of Force Majeure events as defined in that item of this tariff, local, state, or federal regulations restricting or prohibiting certain vehicle types, commodities, services, or if perceived to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, Carrier reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur.

**Item 700: LIEN RIGHTS**

Carrier shall retain lien rights on freight for transportation charges, any applicable storage charges and any charges advanced. Failure to pay lawfully billed charges may result in a lien being placed on future shipments, including charges for storage and security.

**Item 720: LIMITATION OF SIZE AND WEIGHT**

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of laws or ordinances limiting or regulating the transportation of property or the use of vehicles or facilities.

**Item 740: NON-WAIVER**

Failure by Carrier to apply or enforce the provisions of its tariff(s), service guides, standard operating procedures, terms & conditions, or requirements shall not be considered a waiver of

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its ability to enforce application of such on any past, current or future transportation services provided.

**Item 760: NY GEOGRAPHIC SERVICE FEE**

A minimum service fee of \$250.00 shall be assessed on any shipment with a pickup, a delivery, or a physical stop-off involving the zip codes of: 100, 101, 102, 103, 104, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119. If a pickup, delivery, and/or a stop-off (or any combination of the foregoing) are involved, the fee will only be charged once.

**Item 770: PIER DELIVERIES**

Carrier expenses incurred for pickup or delivery service on shipments involving piers, docks, pier terminals, transit sheds, or wharves, including the loading and/or unloading charges of the longshoremen, stevedores, public loaders, gate passes and all other applicable charges, the charge will be actual costs, plus 30%, subject to a \$100 minimum. Detention will be applied normally.

**Item 780: OVER-DIMENSIONAL SHIPMENTS [**

Shipments requiring oversize or overweight permits will be accepted in the sole discretion of Carrier only, and shall be subject to all applicable charges, plus 30% of the freight charges.

**Item 800: PACKAGING, MARKING AND PAPERWORK**

The "shipper," not Carrier, is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

**Item 820: RECONSIGNMENT OR DIVERSION**

Shipments may be diverted or reconsigned upon instructions from the shipper, consignee or owner, and Carrier's applicable prevailing tariff mileage rates from point of original destination to reconsignment destination will be applied and added to the original shipment mileage charges.

**Item 840: REDELIVERY**

When a shipment is consigned to businesses, warehouses and other generally recognized receiving locations, and Carrier vehicle is capable of making delivery and through no fault of Carrier such delivery cannot be accomplished, applicable detention charges will be assessed,

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with credit for any applicable free-time given, until delivery is made, subject to a maximum of ten (10) hours detention per calendar day, regardless of whether or not carriers vehicle remains on the consignee premises or departs from said premises while waiting (a) to deliver on the consignees next regularly scheduled business day or (b) to deliver at a re-designated time as instructed by a consignee representative. If redelivery is to a location other than original consignee location, detention charges will accrue as provided for herein until Carrier receives instruction to deliver to a new consignee location. An additional charge based upon mileage and vehicle furnished will also be assessed for all miles from the original consignee location to the newly designated consignee location, provided however, that if redelivery is to a location within the confines of the same plant, compound or facility grounds, no additional mileage charges shall apply but in lieu thereof a stop-off charge of \$100.00 shall be assessed.

**Item 860: RETURNED, REJECTED AND DAMAGED SHIPMENTS**

On shipments or portions thereof which are returned (refused), rejected or damaged, Carrier will return such shipments or portions thereof upon request of the shipper or owner back to the original point of origin and charges will be assessed at the mileage rates shown in carriers applicable tariffs (in effect on the date of the return shipment) with mileage calculated from delivery point to point of original pickup. Return charges will be in addition to all charges applicable for the original shipment prior to the requested return.

**Item 880: STOP-OFF IN TRANSIT: LOADING / UNLOADING**

- a) Shipments may be stopped in transit for the purpose of partial loading and/or unloading. One (1) hour additional free time will be given for each such in transit stop.
- b) The rate to be assessed shall be the rate applicable from point of origin to point of final destination (See Note).
- c) The initial pickup stop and the final delivery stop are not subject to stop-off charges. For all other stops for partial loading or unloading, the charge shall be \$100.00 per stop.
- d) On shipments where the charges are collect or prepaid but not a combination of both, and shipper or consignee requests separate billing per stop-off, Carrier will divide the total applicable revenue of such shipment by the number of stops, and the result will be the charges for each billed stop.

**NOTE:** When rates are based on mileage, the rate to be applied shall be the rate applicable for the total mileage of the shipment calculated from the original point of origin to point of final destination via all stop-off points.

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**Item 900: STORAGE RIGHTS**

On refused, rejected or other shipments where Carrier is unable to deliver a shipment or part of a shipment, to its intended final destination, Carrier shall be entitled to recover any and all costs in any way associated with the storage of any cargo. At its sole option, Carrier may deposit the cargo in a public warehouse or storage facility under the consignee's, and/or shipper's name so that storage fees do not accrue against Carrier.

Carrier liability for loss or damage to cargo is eliminated once cargo is deposited.

**Item 940: SUBCONTRACTING RIGHTS**

When necessary to honor service commitments, Carrier may, at its sole discretion, utilize the services of other carrier's or modes of transportation. Carrier's liability to its customer will not change unless agreed upon in writing by Carrier and its customer.

**Item 960: TOLLS**

In concert with mileage calculations using, a companion tolls calculation will be used to determine toll charges. Toll charges will be assessed in addition to any and all other lawful transportation and related charges.

**Item 980: TRANS-BORDER FEE: CANADA**

A minimum service fee of \$150.00 will be charged on all shipments that a) pick up in the U.S. and deliver in Canada, b) pick up in Canada and deliver in the U.S., c) pick up in the U.S. and trip-through Canada making delivery in the U.S., and d) pick up in Canada and trip-through the U.S. making delivery in Canada. No such fee will be charged for intra-Canadian moves.

**Item 1000: VEHICLE FURNISHED BUT NOT USED**

(a) When an order is canceled after a vehicle has already been dispatched with pickup orders, fees will be charged at the applicable one-way rate based on the type of equipment ordered for all miles from the point of dispatch to point of pickup times the applicable rate per mile, and subject to a minimum charge of \$250.00.

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**Item 1020: VEHICLE USED TO TRANSPORT CUSTOMER TRAILER**

All such moves are considered to be round-trip moves, even if the customer trailer is only transported one-way. As Carrier is requested or required to provide power to transport a customer trailer, charges will be 100% of the applicable one-way mileage (outbound) rate.

**Item 1100: WAIVER OF CLASS ACTION PARTICIPATION**

Carrier accepts all shipments with the understanding that any shipper, consignee, paying agent, owner of the goods, or any other entity or individual with an interest in a shipment, agrees not to be a participant in any class action against Carrier, and waives any right to be involved with such an activity.

**Item 1200: WARRANTIES**

Carrier makes no warranties, implied or other, for any transportation and/or related services provided.

**Item 1220: INDEMNITY**

Shipper, consignor, or consignee (individually, the "Indemnitor") shall each individually defend, indemnify, and hold Carrier, its agents, employees, officers, directors, and owners harmless from and against all claims, liability, loss, costs, fines, penalties, expenses (including reasonable attorneys' fees), judgments, or demands (collectively, "Claims") suffered, or claimed to have been suffered, by any person or persons (including Carrier) related to services performed under this Tariff and arising out of (1) the negligence or other wrongful conduct of the Indemnitors, or (2) the violation of any applicable law or regulation by the Indemnitor or any agent or employee thereof.

**Item 1240: DISPUTE RESOLUTION**

In the event of any dispute related to Carrier's services under this Tariff, shipper shall submit to the exclusive venue in and jurisdiction of the state and federal courts located in the state of Texas and hereby waives any defenses based on lack of personal jurisdiction. Shipper hereby waives any rights and remedies contained in Part B Subtitle IV of title 49 of the U.S. Code to the extent such rights and remedies conflict with the provisions of this Tariff.

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