QUALITY CARRIERS, INC.

RATE AND POLICY GUIDE

QLYC 100

COVERING:
RULES, CHARGES, IN CONNECTION WITH RATE PUBLICATIONS

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This Guide is available on the www.qualitycarriers.com website, under the “About Us” tab in the “Important Documents” Section or by using the link qualitycarriers.com/about-us/important-documents.

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ARTICLE 1

ITEM 1.01 APPLICABILITY OF RATE AND POLICY GUIDE

The provisions of this Rate and Policy Guide, as amended, shall apply to motor carrier services provided by Quality Carriers, Inc. (may be referred to hereinafter as "Carrier") in interstate, intrastate and/or foreign commerce between points in the United States (except Alaska and Hawaii); between points in the United States (except Alaska and Hawaii) and points in Canada; and between points in the United States (except Alaska and Hawaii) and points in Mexico, except that the provisions of this Rate and Policy Guide shall not apply to any services or transportation provided pursuant to a separate schedule, contract or instrument that has been signed by an authorized representative of Carrier ("Transportation Agreement") unless this Rate and Policy Guide is referenced therein, or unless such Transportation Agreement contains no applicable rate, in which case, the rates (including accessorial charges) and provisions of this Rate and Policy Guide will govern. This Rate and Policy Guide applies to any entity requesting services by Carrier, or receiving the benefit of Carrier's services, including, without limitation, any party responsible for Carrier's charges as a third-party or "bill to" payor.

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

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.

Nothing in this Rate and Policy Guide shall be construed as making it binding upon 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 this Rate and Policy Guide, 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. Any applicable service guarantees are rendered null and void in the event any of the foregoing is experienced.

Carrier shall not be liable for any failure to perform, including failure to timely perform, services under this Rate and Policy Guide where such failure is wholly or partially due to a situation of force majeure including, but not limited to, an Act of God, war, fire, weather, explosion, riot, civil commotion, an act of terrorism, a restriction by a government or other authority, strike, lock outs, failure of supplier, breakage of equipment, 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 1.02 DEFINITIONS OF TERMS

COLLECT SHIPMENT

A collect shipment is one on which a consignor tenders pursuant to a bill of lading marked "collect."

CONSIGNEE

The person to whom delivery of goods is to be made.

CONSIGNOR

The person named in the bill of lading as the person from whom goods have been received for shipment.

CONTINUOUS MOVEMENT SHIPMENT

A shipment consisting of goods intended for delivery at two or more separate consecutive stop-offs tendered by one or more consignors on one bill of lading for transportation in one unit. The loads must be tendered to Carrier simultaneously and accepted by Carrier simultaneously.

LINEHAUL CHARGES

Base shipment charges applicable to the actual transportation, to which accessorial and/or additional charges applicable to the shipment, if any, are added.

PALLET

The term “Pallet” includes skids or platforms on which products are loaded.

PREPAID SHIPMENT

A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor, are to be paid by the consignor. Unless otherwise indicated, all shipments will be deemed to be prepaid shipments.

RECEIVER

Unless otherwise defined is to be considered as a synonym for “Consignee”.

ROUND TRIP

The term “Round Trip” as used herein and in tariffs governed hereby means the movement of a loaded vehicle from origin to destination and return to origin.

ROUTE OF CONTINUOUS MOVEMENT

The aggregate number of miles traversed by the unit in connection with a continuous movement shipment, as determined by the use of the governing Mileage Guide, commencing at the Carrier’s terminal from which the unit was initially dispatched for the continuous movement shipment and ending with return thereto following the unloading of the last load of such continuous movement shipment, will be computed as follows:

1. The miles traversed between Carrier’s terminal and the point of origin of the initial load; plus
2. The mileage traversed between origin and destination of each load of such continuous movement shipment; plus
3. The mileage, if any, traversed between the destination of any load and the origin of the next consecutive load; plus
4. The mileage traversed between the point of destination of the last load and the Carrier’s terminal; plus
5. All additional mileage traversed incidental to any of the mileage specified in Subparagraphs (1), (2), (3), (4), hereof, for purposes of internal cleaning of semi-trailer, weighing, detours necessitated by highway restrictions or weight limitation, or by compliance with statute or lawful regulation of any government.

SHIPMENT

The term “Shipment” as used herein shall be considered to mean freight loaded on one vehicle on one day by one shipper covered by one bill of lading and consigned to one consignee at one destination, except as otherwise provided.

SHIPPER

Unless otherwise defined is to be considered as a synonym for “Consignor” and shall also include any entity responsible for requesting that Carrier provide services governed by this Rate and Policy Guide, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.

TON

The term “Ton” as used hereinin shall be considered to mean a ton consisting of 2,000 pounds, except as otherwise provided.

YOU

The term “you” refers to any entity responsible for requesting that Carrier provide services governed by this Rate and Policy Guide, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.

ARTICLE 2

ITEM 2.01 APPLICATION OF RATES – MILEAGE

Distance or mileage commodity rates may be used only when no commodity rates (other than distance commodity rates) have been published to apply from and to the same points over the same route.

ITEM 2.02 APPLICATION OF RATES – COLLECT SHIPMENTS

All rates in schedules, contracts or any other instruments governed by (or referencing) this Rate and Policy Guide will be subject to this Item, unless otherwise specified in an applicable written transportation agreement signed by you and Carrier (“Transportation Agreement”). When a shipment is transported on a “collect basis,” the appropriate rate in the responsible party’s schedule or contract will apply. Otherwise, Carrier’s applicable tariff rates will apply on the shipment.

ITEM 2.03 APPLICATION OF ACCESSORIAL CHARGES

Accessorial charges, unless otherwise specified in an applicable Transportation Agreement, will be applicable only to shipments where the linehaul charge is taken from the same schedule, contract or instrument, unless otherwise specified.

ITEM 2.04 APPLICATION OF MILEAGES (METHOD OF DETERMINING MILES)

Except as otherwise provided, where rates and charges make references based on practical miles applicable to the type of shipment (hazmat routing or nonhazmat routing). Such mileage will be determined by reference to the most recent version of Rand McNally MileMaker that has been adopted for use by Carrier.

NOTE: When State, federal or Municipal regulations prohibit the transportation of the commodity via any bridge, ferry, or tunnel, on the shortest practical route, the ratemaking mileage will be computed over the next shortest practical route.

ITEM 2.05 BILLS OF LADING – COMMODITY DESCRIPTIONS

Each shipment subject to this Rate and Policy Guide shall be governed by the terms and conditions of Carrier's bill of lading, a copy of which may be provided upon request, and any bill of lading, receipt, or other shipment documentation provided by any Shipper, consignor, consignee, broker, forwarder, or other carrier shall act as a receipt only notwithstanding any language therein to the contrary or which purports to waive the provisions of this Rate and Policy Guide.

Each person who offers a commodity for transportation shall accurately describe the commodity and associated information (e.g., weight, dimensions, etc.) on the shipping paper, bill of lading and/or shipping order by such commodity word description. Each person who offers a hazardous material for transportation shall furnish the Carrier with the proper hazardous material description and its hazard class and shall describe the hazardous material on the shipping paper, bill of lading and/or shipping order by such proper hazardous material description and hazardous class in the manner required by Part 172, Subpart C of the Department of Transportation Regulations governing the transportation of the Hazardous Materials by motor, rail and water. When the commodity word description differs from the hazardous materials description and its hazard class, both descriptions shall be shown on the shipping order, bill of lading and/or shipping order, provided the commodity word description is not inconsistent with the required hazardous material description. The hazardous material description and its hazard class must be shown first and the commodity word description shown last.

ITEM 2.06 ADDITIONAL COSTS

Whenever Carrier incurs additional costs due to specific source requirements, the party responsible for payment of freight charges with respect to the shipment giving rise to such costs shall be invoiced at 100% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

ARTICLE 3

ITEM 3.01 CARGO CLAIMS – LIMITATION OF LIABILITY

A) CARRIER'S LIABILITY FOR LOSS, DAMAGE, INJURY OR DELAY TO CARGO 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, AS MODIFIED IN THIS RATE AND POLICY GUIDE, 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 $50,000 PER TRAILER OR CONVEYANCE.

B) CARRIER IS NOT BOUND TO TRANSPORT A SHIPMENT BY A PARTICULAR APPOINTMENT SCHEDULE, OR IN TIME FOR A PARTICULAR MARKET, BUT IS RESPONSIBLE TO TRANSPORT A SHIPMENT WITH REASONABLE DISPATCH. CARRIER WILL NOT BE LIABLE FOR LATE DELIVERIES OR UNKEPT APPOINTMENTS WHEN SUCH LATE DELIVERY OR UNKEPT APPOINTMENT IS BEYOND CARRIER'S DUTY OF REASONABLE DISPATCH. IN NO EVENT SHALL A TIME QUOTATION BE CONSIDERED A GUARANTEE OF DELIVERY TIME.

C) THE FOLLOWING PROVISIONS MUST BE COMPLIED WITH IN ORDER TO EFFECTIVELY DECLARE A VALUE IN EXCESS OF $50,000:

I. CARRIER MUST BE NOTIFIED BY CONTACTING THE VICE PRESIDENT PRICING, AT (800) 282-2031, AT THE TIME IT AGREES TO TRANSPORT CARGO, THAT A VALUE IN EXCESS OF $50,000 (BUT IN ANY EVENT, NOT EXCEEDING

$250,000) WILL BE DECLARED, AND THE AMOUNT THAT WILL BE DECLARED. THE DECLARED VALUE SHALL BE VALID (MEANING CARRIER'S $50,000 LIMITATION OF LIABILITY SHALL APPLY) UNLESS CARRIER HAS AGREED IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE TO ACCEPT THE CARGO AT THE EXCESS DECLARED VALUE. CARRIER'S DRIVER IS NOT AN AUTHORIZED REPRESENTATIVE OF CARRIER FOR PURPOSES OF THIS PROVISION; AND

II. **THE DECLARED VALUE MUST BE CLEARLY STATED AS SUCH ON THE FACE OF THE BILL OF LADING; AND**

III. **A CHARGE OF $3.00 PER $100 OF DECLARED VALUE IN EXCESS OF $50,000, IN ADDITION TO ALL OTHER CHARGES, SHALL BE ASSESSED. IN ORDER TO RECOVER ON AN EXCESS VALUATION CLAIM, ALL APPLICABLE FEES MUST HAVE BEEN REMITTED TO CARRIER IN A TIMELY MANNER.**

D) **DECLARED VALUES IN EXCESS OF $250,000 SHALL NOT BE ACCEPTED, AND IN THE EVENT SHIPPER DECLARES A VALUE IN EXCESS OF $250,000 AND CARRIER INADVERTENTLY ACCEPTS SUCH SHIPMENT, CARRIER'S LIABILITY SHALL CONTINUE TO BE LIMITED TO $50,000 PER TRAILER OR CONVEYANCE.**

E) **IN NO EVENT SHALL CARRIER'S LIABILITY EXCEED THE LESSER OF THE ACTUAL COST OF PRODUCTION TO THE PRODUCER OF THE CARGO OR THE DECLARED VALUE.**

F) **REGARDLESS OF COMMODITY SHIPPED OR VALUATION, ALL TRANSPORTATION CHARGES MUST BE PAID IN FULL BEFORE ANY SETTLEMENT FOR A CARGO CLAIM 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.**

G) **THE VALUATION AS DETERMINED BY THE PROVISIONS OF THIS ITEM SHALL BE THE MAXIMUM LIABILITY IN CONNECTION WITH 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 ARE ASSUMED BY THE SHIPPER.**

H) **A BROKEN SEAL SHALL NOT BE GROUNDS FOR REJECTION OF A LOAD NOR FOR IMPOSITION OF ANY LIABILITY ON CARRIER.**

I) **THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO ANY SHIPMENT MOVING TO, FROM OR WITHIN MEXICO, EXCEPT TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION DETERMINES THAT CARMACK COMPULSORILY APPLIES BY ITS OWN TERMS TO ANY SUCH SHIPMENTS AS A MATTER OF LAW, CARRIER WILL HAVE NO LIABILITY WITH RESPECT TO CLAIMS FOR CARGO LOSS, DAMAGE OR DELAY OCCURRING OR ARISING WITHIN MEXICO. IT SHALL BE ASSUMED THAT ANY LOSS, DAMAGE, INJURY OR DELAY OCCURRING TO ANY SHIPMENT MOVING TO, FROM OR WITHIN MEXICO OCCURRED IN MEXICO UNLESS THE CLAIMANT CAN PROVE OTHERWISE BY CLEAR AND CONVINCING EVIDENCE. IF IT IS DETERMINED BY A COURT OF COMPETENT JURISDICTION THAT CARMACK COMPULSORILY APPLIES, CARRIER'S LIABILITY FOR SUCH CLAIMS WILL NOT EXCEED THAT IMPOSED BY MEXICAN LAW UNLESS EXCESS VALUE IS DECLARED. FOR SHIPMENTS MOVING TO, FROM OR WITHIN MEXICO, THE MAXIMUM DECLARED VALUE IS $0.50 PER POUND PER PACKAGE OR $5,000**

PER TRAILER OR CONVEYANCE, WHICHEVER IS LESS. PROCEDURES AND COSTS FOR DECLARING VALUE AS SET FORTH ABOVE MUST BE COMPLIED WITH; REQUESTS FOR VALUATION IN EXCESS OF THE FOREGOING WILL NOT BE HONORED.

ITEM 3.02 CARGO CLAIMS - FILING

a) Claims in writing required. Claims for loss, damage, or injury to or delay of 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, damage, injury or delay 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. A claim: (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 Carrier 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,” Carrier 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, damage, injury or delay 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 has 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 the Carrier upon discovery, but in any event, within fifteen (15) days of delivery, and a request for inspection by Carrier’s representative made by consignee. Notice of loss, damage, injury or delay and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier.

   It shall be the obligation of the consignee to offer reasonable evidence to the Carrier’s representative when inspection is made that loss, damage or injury 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 the Carrier to the claimant that the 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 3.03 CARGO CLAIMS - INVESTIGATION

Each claim for loss, damage, injury or delay 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 original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and

the value of the claim. For shipments or any parts 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 3.04 CARGO CLAIMS - PROCESSING

Carrier, when having received written claim for loss, damage, or injury to or delay of 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 the 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 3.05 CARGO CLAIMS - 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 of delivery to the owner, consignee, or person entitled to receive such property, the Carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will, or by the employment of a competent salvage agent, undertake to sell or dispose of such property. The Carrier will only dispose of the property in a manner that will reasonably protect the best interests of all persons having an interest therein. The 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. The 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 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 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, the 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.

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 shipment for sale at a public auction and the 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 3.06 CARGO CLAIMS - ACKNOWLEDGMENT OF CLAIMS AND PROCESSING

Carrier will, upon receipt in writing of a proper claim in the manner and form described herein, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the Carrier unless the 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 the Carrier's written acknowledgment of receipt to the claimant.

ARTICLE 4

ITEM 4.01 CLAIMS FOR OVERCHARGE, UNDERCHARGE, DUPLICATE PAYMENT OR UNIDENTIFIED 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 may be made on the basis of the excess amount over the applicable rates and charges.

c) "Unidentified Payment" means a payment, including an overpayment, 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 Carrier for the refund of an Overcharge, Duplicate Payment, or Unidentified Payment.

e) "Undercharge" means charges for transportation services which are less than those applicable thereto.

f) To the extent permissible by applicable law, all rights and remedies pursuant to 49 U.S.C. § 14101(b) are waived to the extent they are inconsistent or conflict with the Overcharge, Duplicate Payment or Unidentified Payment provisions in this Rate and Policy Guide. Unless specifically prohibited by applicable law, Carrier reserves the right to assess dormancy charges of 1.5% per month (18% per annum) on any Overcharge, Duplicate Payment, or Unidentified Payment which remains unclaimed for more than 180 days from the date of the invoice or payment, as applicable.

ITEM 4.02 FILING, DOCUMENTING, AND PROCESSING OVERCHARGE, DUPLICATE PAYMENT, OR UNIDENTIFIED PAYMENT CLAIMS

A claim for Overcharge, Duplicate Payment, or Unidentified Payment must be made in writing, supported by proper documentation, and submitted to Carrier, requesting an adjustment within 180 days of the date the invoice date or payment reflecting the Overcharge, Duplicate Payment, or Unidentified Payment was issued or made or the claim is waived and all rights to such amounts revert to Carrier. Claims shall include sufficient information to allow Carrier to conduct an investigation and pay or decline the claim within 180 days of its receipt of the claim. 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 and payment information, along with all other documents or data in the possession of the claimant which substantiates the basis for the claim. Carrier shall provide timely disposition of each timely and properly submitted claim. The expiration of the 180-day period to submit claims for Overcharge, Duplicate Payment, or Unidentified Payment shall be a complete and absolute defense to any such claim and action at law.

To the extent a claim has not already been made, the claims process outlined herein shall apply to all motor carrier services provided under this Rate and Policy Guide or a previous version.

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 4.03 OVERCHARGE, DUPLICATE PAYMENT, OR UNIDENTIFIED PAYMENT CLAIMS RECORDS

The Carrier shall at the time a timely and properly submitted claim for Overcharge, Duplicate Payment, or Unidentified Payment 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, the 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.

ITEM 4.04 PAYMENT OF TRANSPORTATION CHARGES

If credit is extended for the payment of transportation charges, transportation charges shall be due and owing within the following time periods:

i. Freight charges - 30 calendar days from the date of the freight bill

ii. Accessorial charges (e.g. trailer spotting, tank wash, detention) – 30 calendar days from the date of the miscellaneous bill

iii. Additional charges for freight transportation and related services (e.g. balance due bills) – 30 calendar days from the date of bill for additional charges

NOTE: Errors discovered in bills by customers should be corrected by them and paid accordingly. Payment of all bills, including those corrected by customers, must be made within the credit period. Payment of bills alleged to be incorrect will not prejudice customer's claims, filed within the statutory period, for refund of overcharges. A party receiving a bill for which it believes it is not responsible must notify the Carrier within the credit terms of such belief, stating the grounds therefor.

Payment of an amount less than stated on a Carrier's invoice will be considered as payment on account and not as payment in full, not withstanding any notation to the contrary as payment on the payor's remittance. Acceptance by Carrier of the lesser amount will not constitute an accord and satisfaction. The payor will be advised of any remaining balance deemed due after application of the remitted funds.

Finance Charges
Unless specifically prohibited by applicable law, Carrier may assess finance charges of 1.5% per month (18% per annum) on unpaid bills for freight and miscellaneous charges which are past the credit period. Customers with past due amounts may receive a finance charge invoice each month. Finance charges may be assessed on delinquent bills for freight or miscellaneous charges as of the end of the month reduced by amounts in good faith dispute and any payments received by month end but not posted.

For payment by check only, payment should be remitted to:

US FUNDS
Quality Carriers, Inc.
4910 Paysphere Circle
Chicago, IL 60674
USA

CANADIAN FUNDS
Quality Carriers, Inc.
PO Box 11239, Downtown Station
Montreal, Quebec H3C 5G9
Canada

For payment by credit cards:

Any Customer paying by credit card certifies that it is an authorized user of the credit card presented and authorizes Carrier to charge the credit card presented for Carrier's services. Customer further certifies that that it will not dispute payments to Carrier with the credit card company so long as said payments are for services provided by Carrier to Customer according to general industry standards.

ITEM 4.05 RESPONSIBILITY FOR CHARGES

a) When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, such party's name and address must appear in the body of the bill of lading and shipping order at time of original tender and such documents shall indicate that such party is so responsible.

b) Shipments subject to the provisions of this Item will be accepted only when the consignor has established credit with Carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit regulations of Carrier and this Rate and Policy Guide. Tender of a collect or third party pay shipment by consignor shall be deemed consignor's guarantee of payment.

c) Any party receiving the benefit of Carrier's services, whether a consignor, consignee, broker, forwarder, third-party payor or any other party shall remain liable to Carrier for payment of Carrier's charges.

ITEM 4.06 LIEN RIGHTS

Carrier shall have a possessory lien on shipments and any proceeds therefrom in its dominion and control for the payment of any amounts due and owing to Carrier. In addition, to the extent permitted by applicable law, Carrier shall retain a general lien with respect to any charges due and owing to Carrier on all freight tendered to Carrier for transportation charges, any applicable storage charges and any charges advanced regardless of whether the services giving rise to such charges were provided with respect to freight in Carrier's possession at the time the lien is asserted, or were provided with respect to freight already released or delivered. Failure to pay lawfully billed charges may result in a lien being placed on future shipments, including charges for storage and security.

ITEM 4.07 COD SHIPMENTS

No COD shipments will be accepted under the provisions of this Rate and Policy Guide. In the event a COD shipment is inadvertently accepted, Carrier shall have no liability for COD payments that default in whole or in part, including but not limited to, defaults due to lack of funds; credit exceeding established limits; remission of payment in improper form; or erroneous, forged, counterfeit, stolen, or fraudulent checks, drafts, currency, credit cards or vouchers.

ITEM 4.08 CARRIER'S INSURANCE

Carrier shall have and maintain, or shall be qualified as a self-insured with respect to, the following coverages and minimum limits:

i. Worker's Compensation and Employer's Liability Insurance as prescribed by applicable law;
ii. Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance of not less than $1,000,000.00 (or $5,000,000.00 if transporting hazardous materials) combined single limit per occurrence;
iii. Automobile Liability (Bodily Injury and Proper Damage) Insurance of not less than $1,000,000.00 combined single limit per occurrence, on all owned, non-owned, and hired vehicles; and
iv. Cargo Insurance of $50,000.00 per occurrence.

ITEM 4.09 CHARGES FOR EMPTY DEADHEAD MILEAGE ON CONTINUOUS TRIP MOVEMENTS

Except as otherwise provided herein, rates applying only on continuous trip movements include the charge for empty deadhead mileage from the destination of the outbound load to the origin of the inbound load.

ITEM 4.10 FUEL SURCHARGE

The Fuel Index is issued by the DOE on Monday afternoon each week and will become effective the next day (Tuesday) and remain in effect through the following Monday. If Monday is a bank holiday then the fuel will be reported on Tuesday afternoon and will become effective that same day (Tuesday) and remain in effect through the following Monday.

A fuel surcharge shall be applied as a percentage, from the table below, to all line haul rates, minimums and any situation where a tractor movement rate applies i.e. Spotting, Re-delivery or Dead-head not associated with line haul etc. The fuel surcharge will be based on the fuel index on the pickup or initial tractor movement date.

The term "line haul" means the charge for over-the-road transportation of a given commodity or product exclusive of any accessorials; provided these charges are not embedded or rolled into the rate. Any accessorial or surcharge rolled into a line haul rate will then be considered a part of line haul and will be subject to the fuel surcharge application.

Fuel Surcharge application shall be based on the following geographic rules:

New England Diesel Fuel Index, as reported weekly by the Department of Energy at http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp, should be used for shipments between the following States and Canadian Provinces: CT, DE, ME, MA, NH, NJ, NY, OH, PA, RI, VT, WV, ON and PQ. *This index shall only be used when the origin and destination are within the above mentioned states.*

West Coast Diesel Fuel Index, as reported weekly by the Department of Energy at http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp, should be used for shipments originating in CA,OR and WA. *This index shall only apply to loads originating out of CA, OR, or WA.*

National Diesel Fuel Index, as reported weekly by the Department of Energy at http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp, should be used for shipments not governed by the New England and West Coast Diesel Fuel Indexes.

Geographic Application Examples

i. Bridgeport, NJ to Montreal, PQ – Apply New England because both the origin and destination are within the New England scope.

ii. Bridgeport, NJ to Tampa, FL – Apply National because only one point is within the New England scope.

iii. Bridgeport, NJ to Richmond, CA – Apply National because only one point is governed by the New England and although CA is a point, it's not the origin.

iv. Richmond, CA to Bridgeport, NJ – Apply West Coast because shipment originates in CA.

v. Tampa, FL to Houston, TX – Apply National because it falls outside of the New England and West Coast scope.

Diesel Fuel Index		Fuel Surcharge		Diesel Fuel Index		Fuel Surcharge		Diesel Fuel Index		Fuel Surcharge
$1.180	or less	0.0%		$2.461	$2.500	16.5%		$3.781	$3.820	33.0%
$1.181	$1.220	0.5%		$2.501	$2.540	17.0%		$3.821	$3.860	33.5%
$1.221	$1.260	1.0%		$2.541	$2.580	17.5%		$3.861	$3.900	34.0%
$1.261	$1.300	1.5%		$2.581	$2.620	18.0%		$3.901	$3.940	34.5%
$1.301	$1.340	2.0%		$2.621	$2.660	18.5%		$3.941	$3.980	35.0%
$1.341	$1.380	2.5%		$2.661	$2.700	19.0%		$3.981	$4.020	35.5%
$1.381	$1.420	3.0%		$2.701	$2.740	19.5%		$4.021	$4.060	36.0%
$1.421	$1.460	3.5%		$2.741	$2.780	20.0%		$4.061	$4.100	36.5%
$1.461	$1.500	4.0%		$2.781	$2.820	20.5%		$4.101	$4.140	37.0%
$1.501	$1.540	4.5%		$2.821	$2.860	21.0%		$4.141	$4.180	37.5%
$1.541	$1.580	5.0%		$2.861	$2.900	21.5%		$4.181	$4.220	38.0%
$1.581	$1.620	5.5%		$2.901	$2.940	22.0%		$4.221	$4.260	38.5%
$1.621	$1.660	6.0%		$2.941	$2.980	22.5%		$4.261	$4.300	39.0%
$1.661	$1.700	6.5%		$2.981	$3.020	23.0%		$4.301	$4.340	39.5%
$1.701	$1.740	7.0%		$3.021	$3.060	23.5%		$4.341	$4.380	40.0%
$1.741	$1.780	7.5%		$3.061	$3.100	24.0%		$4.381	$4.420	40.5%
$1.781	$1.820	8.0%		$3.101	$3.140	24.5%		$4.421	$4.460	41.0%
$1.821	$1.860	8.5%		$3.141	$3.180	25.0%		$4.461	$4.500	41.5%
$1.861	$1.900	9.0%		$3.181	$3.220	25.5%		$4.501	$4.540	42.0%
$1.901	$1.940	9.5%		$3.221	$3.260	26.0%		$4.541	$4.580	42.5%
$1.941	$1.980	10.0%		$3.261	$3.300	26.5%		$4.581	$4.620	43.0%
$1.981	$2.020	10.5%		$3.301	$3.340	27.0%		$4.621	$4.660	43.5%
$2.021	$2.060	11.0%		$3.341	$3.380	27.5%		$4.661	$4.700	44.0%
$2.061	$2.100	11.5%		$3.381	$3.420	28.0%		$4.701	$4.740	44.5%
$2.101	$2.140	12.0%		$3.421	$3.460	28.5%		$4.741	$4.780	45.0%
$2.141	$2.180	12.5%		$3.461	$3.500	29.0%		$4.781	$4.820	45.5%
$2.181	$2.220	13.0%		$3.501	$3.540	29.5%		$4.821	$4.860	46.0%
$2.221	$2.260	13.5%		$3.541	$3.580	30.0%		$4.861	$4.900	46.5%
$2.261	$2.300	14.0%		$3.581	$3.620	30.5%		$4.901	$4.940	47.0%
$2.301	$2.340	14.5%		$3.621	$3.660	31.0%		$4.941	$4.980	47.5%
$2.341	$2.380	15.0%		$3.661	$3.700	31.5%		$4.981	$5.020	48.0%
$2.381	$2.420	15.5%		$3.701	$3.740	32.0%		$5.021	$5.060	48.5%
$2.421	$2.460	16.0%		$3.741	$3.780	32.5%		$5.061	And up	See note*

*The fuel surcharge will increase $0.5% for each .040 cents per gallon over $5.060.

ITEM 4.11 CLEANING AND WASTE DISPOSAL (TANK)

When Carrier is requested to furnish tank vehicle for the transportation of the liquid and dry commodities specifically listed below, which because of their inherent nature, require cleaning and waste disposal before the tank vehicle so used can be returned to service, the charges set forth below shall be assessed on the initial loading. If scraping of the tank is required in order to remove all residue, an additional charge of **$120.00** per hour, or fraction thereof, shall be assessed in addition to the cleaning charge provided herein. These charges, expressed in dollars per cleaning, are in addition to all other lawful charges assessed against the shipment. The charges shall not be made on subsequent loading of the same tank vehicle so long as said tank vehicle remains continuously in the exclusive use of the same consignor to transport the same commodity, unless such consignor requests that the tank vehicle by cleaned after delivery of any of these loadings, in which case the applicable charges shall be applied on the next loading of these commodities following such requested cleaning. When two or more commodities named on this Item are shipped at one time in a compartmented semi trailer, the applicable cleaning charge will be the highest applicable charge on any commodity in the semi trailer.

Product Class	Price
General Commodities	$325.00
Latex Commodities	$350.00
Acrylates	$375.00
Resins	$375.00
Products Requiring Kosher Wash	$450.00
All Other Commodities	Actual Cost

ITEM 4.12 CLEANING (TANK) AND DISPOSAL OF WASTE FROM COMPARTMENTED TANK VEHICLES

When it is requested, and/or the loading requires, that a multi-compartmented (2 or more) tank vehicle be used, in addition to all other applicable charges, a cleaning / disposal charge of **$75.00** for each compartment (over and above one compartment) will apply.

NOT APPLICABLE:

i. Where cleaning is not actually performed at the expense of the Carrier
ii. When the Carrier, for its convenience, provides a compartmented tank vehicle in lieu of a single compartment tank vehicle.

ITEM 4.13 HEEL DISPOSAL (Liquid and Dry Commodities)

Carrier requires inspection of interior of tanks, after unloading by consignee and removal of all remains of the commodity adhering to the inner surface of tank. Where any quantity is allowed to remain in tank, Carrier will have same removed, and charges set forth ITEM 4.11 and ITEM 4.12 shall apply. Carrier will dispose of it by whatever means available and consignee and/or shipper will forfeit any claims to salvage. If upon completion of a shipment, product heel remains in the Carrier's tank, requiring draining and proper disposal before cleaning, a charge of **$35.00** per gallon for each gallon of heel will apply. This charge will be in addition to all other applicable charges and is to be paid by the consignee.

ITEM 4.14 DETENTION

Section 1 General Provisions

a) Except as otherwise specifically provided, when not attributable to the Carrier, the loading or unloading of freight is delayed and the Carrier's vehicle is detained at or on the premises of the consignor or consignee or at a place designated by either the consignor or consignee for the service requested, the provisions of this Item are applicable.

b) Free time for each vehicle will be as provided in Section 3 of this Item. After the expiration of free time, charges will be assessed as provided in Section 3 herein.
c) Unless otherwise instructed by the party responsible for payment of the line haul charges, detention charges due the Carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether line haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the bill of lading contract, the charges will be assessed against the shipment (Notes A and B).

NOTE A: Not applicable on stop-offs for loading or unloading as set forth in ITEM 9.05. On stop-offs for loading or unloading as set forth in ITEM 9.05, the detention charges at all stop-offs, as well as the final delivery, must be prepaid.

NOTE B: When shipments are consigned to waste disposal facilities, unloading detention charges due the Carrier will be assessed against the party responsible for the line haul freight charges.

Section 2 Computation of Time

Time will be computed from the time the vehicle arrives on premises until the time when necessary shipping documents have been executed, and the vehicle is ready to leave the premises.

Section 3 Free Time

a) Except as otherwise provided in paragraph (b), free time for loading and unloading operation is as follows:

	FREE TIME (IN HOURS)	
PRODUCTS	LOADING OPERATIONS	UNLOADING OPERATIONS
All Commodities	2	2

NOTE: Free hours are assessed individually by each category and are **NOT** cumulative.

b) When, through no fault of the Carrier, vehicles are detained at the United States/Canadian International Boundary or United States/Mexican International Boundary, charges will be assessed after the expiration of one (1) hour free time.

Section 4 Charges

Except as provided in exceptions below, the following charges will be assessed when delay of vehicle exceeds free time provided in Section 3.

Detention on Weekdays (excluding holidays)	The Charge Is
For each 15 minutes, or fraction thereof	$25.00

Detention On Saturdays, Sundays or Holidays (Note A)	The Charge Is
For each 15 minute, or fraction thereof	$30.00

ITEM 4.15 DETOUR ROUTE

When the route from origin to destination normally used by the Carrier is closed due to conditions beyond the control of the Carrier, and Carrier is required to use a longer route, the normally applicable rate will apply. In addition to the addition to the normally applicable rate a charge of **$2.40** per mile will be assessed for all in excess of the normally applicable mileage (see ITEM 2.04).

ITEM 4.16 BLIND AND DOUBLE-BLIND SHIPMENTS

Additional charges will be assessed for all blind or double-blind shipments. Blind shipments will be assessed a charge of $200 per shipment. Double-blind shipments will be assessed a charge of $350 per shipment.

ARTICLE 5

ITEM 5.01 DRUMMING (TERMS AND CONDITIONS)

Drumming shipments will only be accepted under the following terms:

i. Carrier to provide drumming nozzle.
ii. Carrier personnel to remain in close proximity of truck to monitor equipment.
iii. Customer provides personnel to perform actual filling of drums or totes.
iv. All drums and/or totes to be handled by customer personnel.

ITEM 5.02 EQUIPMENT – REQUEST FOR SPECIAL LINED OR RUBBER-LINED TANK

When rubber or special lined tank is requested by the shipper or is required to transport the commodity, an additional equipment leasing charge must be negotiated with Carrier's Equipment Department prior to acceptance of the shipment, which may be reached at (800) 282-2031.

ITEM 5.03 EQUIPMENT – HOSE

When hose is required or requested to affect either pick-up or delivery, or both, of a single shipment, either two or three-inch hose (not both), inside diameter, will be provided, if available, subject to the following conditions and charges.

a) Two lengths of hose will be provided without additional charge in connection with shipments of commodities other than Acid in MC-310, MC-311, or MC-312 tanks.
b) One length of hose will be provided without charge in connection with shipments of Acid in MC-310, MC-311, or MC-312 tanks.
c) Lengths of hose shall be calculated on the basis of the number required from the Carrier's discharge point (pump, blower, etc.) to the point of intake.
d) Charges for hose provided, whether used or not, in addition to the lengths of hose stated in Paragraphs (a) and (b) above are as follows:

HOSE TYPE	CHARGES – LENGTHS OF HOSE
Hose (2" Std)	$35.00
Hose (2" Stainless Steel)	$35.00
Hose (2" Teflon Lined)	$80.00
Hose (3" Std)	$45.00
Hose (3" Stainless Steel)	$100.00
Hose (3" Teflon Lines)	$100.00

When necessary for the Carrier to dispatch a service truck to either origin or destination to provide extra hose, an additional charge of **$75.00** per hour, or fraction thereof, from the time the vehicle leaves the terminal until it returns thereto, will be charged subject to a minimum of **$500.00**.

ITEM 5.04 EQUIPMENT – PUMPING OR AIR FACILITIES, NOZZLES AND METERS

When equipment listed below is required, or requested prior to movement of the shipment, such equipment, if available, will be furnished by Carrier subject to the charges and provisions stated below. These charges will be assessed one (1) time for each shipment regardless of the number of stop-offs required for either partial loading or unloading.

EQUIPMENT ORDERED	CHARGES
Pump (other than stainless steel or boat deliveries	$50.00
Pump (stainless steel)	$75.00
Pump (boat deliveries)	$80.00
Air Blower	$50.00
Air Compressor	$50.00
Nozzles (other than stainless-steel)	$65.00

Nozzles (stainless steel)	$85.00
Meter Equipment	$65.00

ITEM 5.05 EQUIPMENT – DRY BULK - VACUUM LOADING SYSTEM

a) APPLICATION

This Item provides charges for the use of specialized vacuum tractor(s) and/or trailer(s) when used to transfer dry bulk commodities from silos, storage bins, boxes, trailers, railcars, etc.

b) HOSE CHARGE

See ITEM 5.03 herein

c) VACUUM TRAILER AND TRAC-VAC SERVICE WITHOUT HIGHWAY SHIPMENT FOLLOWING

Charge **$90.00** (Note A), **$145.00** (Note B) per hour, or fraction thereof, for all hours spent at job site, subject to a minimum of 6 hours per day. Applicable empty-mileage/deadhead charges will apply plus actual cost of any toll and trailer cleaning charges.

Note A: Monday through Saturday charge
Note B: Sunday and Holiday Charge

d) CANCELLATION OF VACUUM TRAILER SERVICE ORDERS

See ITEM 9.07 for cancellation charge.

If the truck had been dispatched and is en route or, upon arrival is cancelled, the following charges will apply in addition to all other charges:

i. **$2.40** per mile from terminal of dispatch and return thereto. Actual cost of all tolls for bridges, tunnels, ferries and toll roads.
ii. **$350.00** cleaning charge if product is loaded or circulated through trailer and then removed.

e) EXTRA HELP

When a helper is requested or required to assist in vacuum service, a charge of **$60.00** per hour or fraction thereof, will apply, hours to be computed from time of departure from terminal of origin to time returned thereto.

ITEM 5.06 EQUIPMENT – VAPOR RECOVERY SYSTEM

Except as otherwise provided, Carrier will, upon request of the consignor or consignee, furnish, if available, a tank vehicle equipped with a vapor recovery system (closed loop system). A charge of **$150.00** shall be applicable on each shipment for which tank vehicle so equipped is ordered and provided.

ITEM 5.07 EQUIPMENT – NITROGEN PURGE

When a customer requires or if otherwise necessary that the trailer be purged with a positive Nitrogen environment a fee of **$300.00** would be applicable for each “charging” of the trailer environment.

ARTICLE 6

ITEM 6.01 EXTRA LABOR – (TEAM DRIVERS)

When the Carrier is required to supply a two-man sleeper team to meet a scheduled delivery or when a two-man sleeper team is requested by a shipper an additional charge of **$0.45** per mile shall apply. In either event, the shipper shall be notified that the provisions of this Item are applicable. For purposes of this Item, miles shall be calculated over the actual route of movement using the Rand McNally Practical Mile function from the initial origin point of the shipment to the final destination.

ITEM 6.02 HAZARDOUS WASTE TRANSPORTATION FEE - PENNSYLVANIA (Applicable only from, to or through Pennsylvania)

a) The transportation of hazardous waste (except as provided in Paragraph 2) shall be subject to an additional of **$3.00 per ton**, in addition to all other applicable charges (Note A).

b) The transportation of hazardous waste to or from a recycler shall be subject to an additional charge of **$1.50 per ton** in addition to all other applicable charges (Note B).

Note A: For purposes of computing the fee, each shipment requiring the use of a hazardous waste manifest, to or from a Pennsylvania hazardous waste facility, or between two Pennsylvania hazardous waste facilities, shall be considered a discrete transportation activity and subject to the charges shown above.

Note B: The term “recycler” shown in Paragraph 2 above shall mean any verified recycling process which uses, reuses or reclaims hazardous waste or which generates hazardous waste as a by-product of the recycling process.

ITEM 6.03 MEXICAN FEES AND DEMURRAGE CHARGES

In addition to any charges that may apply, including without limitation, charges set forth in ITEM 4.14, the following charges will apply to shipments to or from Mexico.

i. Southbound through Mexico Border Crossing Point for furtherance to Mexico (loaded trailers)

Crossing fee Laredo, TX	$475.00
Crossing fee Brownville, TX	$500.00
All other crossing locations	$500.00
Terminal Fee per shipment	$150.00

ii. Northbound through Mexico Border Crossing Point for furtherance to the US

Crossing fee Laredo, TX	$475.00
Crossing fee Brownsville, TX	$500.00
All other crossing locations	$500.00

iii. Trailer Demurrage

Free Time - 48 hours for border crossing, 24 hours for unloading.
All additional days are $165.00 per day.

Note: Time starts when loaded trailer arrives at the border and is reported to the broker, and continues until the trailer is returned to the Mexico side of the border.

iv. Driver Detention Charge while loading or unloading in Mexico

Driver free time for loading or unloading is 12 hours. Additional time is charged at the rate of $500 for each 24-hour period.

v. Demurrage for each Tractor/Driver combination at the following Border crossing sites:

Arizona	California	Texas
Bisbee, AZ	Calexico, CA	Del Rio, TX
Nogales, AZ	Otay Mesa, CA	Eagle Pass, TX
		El Paso, TX

Free time – 2 hours on arrival at Broker's yard site in the U.S.
Charge: $100.00 per hour or faction thereof (applies from 8AM to 5PM daily until the unit is returned to the U.S.)
Overnight Layover: $500.00

vi. Additional Charges

In Bond Shipment Charge	$200.00
Detention Inside Customs (per hour, 1 hour free)	$100.00

Notes:

A. Fees based on standard DOT 307-407 equipment.
B. Customer is responsible for unloading.
C. Cargo is not insured while in Mexico.

ITEM 6.04 CANADIAN BORDER CROSSING

a) Crossing Fee into Canada northbound through any port of entry : $225.00
Crossing fee only applies if crossing a loaded conveyance
Crossing Fee contains two hours free time to cRoss border, any additional time will be billed at the detention rate detailed in ITEM 4.14.

b) Crossing Fee into US Southbound through any port of entry: $225.00
Crossing fee only applies if crossing a loaded conveyance
Crossing Fee contains two hours free time to cross border, any additional time will be billed at the detention rate detailed in ITEM 4.14.

ITEM 6.05 NEW YORK CITY DELIVERY FEE

All deliveries into and all loads originating from any one of the 5 New York City Boroughs or Long Island will be subject to a $300.00 congestion fee.

ARTICLE 7

ITEM 7.01 LOADING AND UNLOADING

a) The Carrier at the rates named herein will deliver vehicles to the plant of the shipper. The actual loading will be performed by the shipper.
b) On bulk shipments, the Carrier will perform the unloading service.
c) On bag shipments, the Carrier will place the vehicle for unloading at the place designated by the consignee and consignee will accept delivery from tailgate of vehicle.
d) Docks and warehouses at point of delivery shall be so located as to afford free access to vehicle and be served by highways capable of supporting the weight of loaded vehicles without danger of damage to vehicles, cargo or other property.

ITEM 7.02 LOADING – ADVANCE

When at the shipper's or consignee's request, a vehicle does not proceed immediately to destination after completion of loading, a charge of **$200.00** will be made for each period of 24 hours, or fraction thereof, that vehicle loaded trailer is required to be so held (which charge is in addition to any applicable detention charges or any other relevant charges); provided, however that if the shipment is destined to a point more than 200 miles from the point of origin, the computation of such charges will commence following the expiration of 12 hours free time. Under this Item, the computation of time will begin when the loaded vehicle arrives at the location where it is to be held

and shall continue until such time as the loaded vehicle shall proceed toward its destination (Note A). If, in the performance of the advance loading service, Carrier is required to travel any miles in excess of the miles which would have been traveled if Carrier's vehicle had proceeded immediately to destination, the excess miles, in additional to all other applicable charges, will be subject to charges as follows:

i.	Applies on days other than Saturdays, Sundays and Holidays	**$2.40** per mile
ii.	Applies on Saturdays, Sundays, and Holidays	**$2.80** per mile

Note A: The time on Sundays will be excluded from the computation of time.

ITEM 7.03 LOADING AND UNLOADING – EVACUATION OF POWER VEHICLE

a) When a shipment is handled by a two-man sleeper team operation and when the shipper or consignee requires both drivers to evacuate the Carrier's unit while loading or unloading is being performed, an additional charge of **$15.00** per each 15 minute period or fraction thereof, will be assessed for the second driver. Time to be computed from the time the Carrier's equipment arrives at the loading or unloading site until the time the Carrier's equipment is ready to depart from the premises. Charges set forth herein will be in addition to all other applicable charges and shall be paid by the party requesting this service.

b) When a shipment is handled by a two-man sleeper team operation, only one driver will assist in the loading and/or unloading of Carrier's equipment; except that when shipper or consignee so requests, the second driver will also assist in loading or unloading operations. Under these conditions, an additional charge of **$15.00** per each 15-minute period, or fraction thereof, will be assessed for the time the second driver assists in such loading and/or unloading. These charges will be in addition to all other applicable freight charges and shall be paid by the party requesting this service.

ITEM 7.04 MINIMUM CHARGES

Except as otherwise provided herein, the linehaul charges for a given load, not including any accessorial or other applicable charges, shall not be less than **$500.00**.

ITEM 7.05 OVERNIGHT – LAYOVER AND WEEKEND LAYOVERS

a) OVERNIGHT LAYOVERS

When Carrier's vehicle arrives at point of loading, unloading, stop-off and/or final destination between 8:00AM and 5:00PM on a day between Monday and Friday, inclusive, or on Saturday or Sunday if so requested by shipper or consignee and the shipper or consignee cannot complete loading and/or unloading on the date of arrival, the time the vehicle is detained between 8:00AM and 5:00PM, or the time the driver is released if later than 5:00PM, will be treated pursuant to the detention rules herein (see ITEM 4.14). If the vehicle (tractor and trailer) is detained until 8:00AM the following morning at such point or in the vicinity thereof and the driver is not required to remain on duty, ITEM 4.14will not apply from 5:00PM, or the time the driver was released if later than 5:00PM, until 8:00AM the following morning and in lieu thereof, the following charges will apply to such overnight layover:

i.	For a single-driver operation	$500.00
ii.	For a two-man sleeper team operation	$750.00

If the vehicle (tractor and trailer) is further detained, charges outlined above or in Paragraph 2 below, as applicable, will apply the same as if the vehicle had just arrived, except that no free time as provided in ITEM 4.14will be allowed.

b) WEEKEND LAYOVERS

When Carrier's vehicle arrives at point of loading, unloading, stop-off and/or final destination between 8:00 AM. and 5:00 PM. on a Friday, and the shipper or consignee cannot complete loading on the day of arrival, the time the vehicle is detained between 8:00 AM. and 5:00 PM, or the time the driver is released if later than 5:00 PM will be treated pursuant to the detention rules herein (see ITEM 4.14). If the vehicle (tractor and trailer) is detained over the weekend until 8:00AM Monday at such point, or in the vicinity thereof, and the driver is not required to remain on duty, ITEM 4.14 will not apply from 5:00PM on Friday, or at the time the driver was released if later than 5:00PM, until 8:00AM Monday morning and in lieu thereof, the following charges will apply to such weekend layover.

i.	For a single-driver operation	$1500.00
ii.	For a two-man sleeper team operation	$3000.00

If the vehicle (tractor and trailer) is further detained, charges outlined above or in paragraph 1 above will apply the same as if the vehicle had just arrived, except that no free time as provided in ITEM 4.14 will be allowed.

When Carrier's vehicle arrives at point of loading, unloading, stop-off and/or final destination other than between 8:00AM and 5:00PM and when due to compliance with shipper and/or consignee instructions, a layover is required to complete loading or unloading, charges for detention time after 5:00PM as provided in Paragraph (a) or (b) above, whichever applies, will be applicable.

ITEM 7.06 PALLETIZED SHIPMENTS

Rates applicable herein will also apply to commodities loaded on shipper-owned pallets.

ITEM 7.07 PICK-UP OR DELIVERY SERVICE AT PIERS OR RAIL FACILITIES

When a container is picked up or delivered to a pier with or without a linehaul, a charge of **$2.40** per mile, subject to a minimum charge of **$350.00** (see exceptions) shall be assessed for each pick-up or delivery to the pier. Two hours free time will be allowed to pick-up or deliver containers. Time in excess of free time will be subject to the detention charges provided in ITEM 4.14and shall be assessed to the party responsible for payment of the domestic freight charges.

EXCEPTIONS: Ports in New York **$500.00 minimum charge**

ITEM 7.08 PICK-UP AND DELIVERY UNDER LABOR DISTURBANCE CONDITIONS

a) If, because of picketing or any other condition due to labor disputes, the Carrier is not permitted to enter the plant for pick-up, or if the Carrier or its driver refuses to do so because such entry may, within the exercise of reasonable discretion, be unsafe, it shall be considered as a canceled order and the provisions of ITEM 9.07shall apply.

b) If, due to labor disputes, the Carrier is not permitted to enter the premises of the consignee for delivery of a shipment, or if the Carrier or its driver refuses to do so because such entry may, within the exercise of reasonable discretion, be unsafe, the load shall be considered as undeliverable and the provisions of ITEM 8.30 shall apply.

c) If Carrier, in Carrier's sole discretion, agrees to perform pick-up or delivery at a facility where there is a labor disturbance, personnel, if available, will be provided by Carrier subject to the following additional charges per person:

i. $0.75 per mile for all miles traveled
ii. $300.00 per 24-hour period, or fraction thereof, for food and lodging.
iii. $100.00 per hour, or fraction thereof, subject to a minimum charge of $500.00

iv. Actual expenses for guard service at a Carrier's terminal will be billed to the shipper when, at the discretion of the Carrier, it becomes necessary to hire such outside service.

d) Charges under the provisions of this Item shall run from the time of departure from the point of dispatch until return thereto. Charges under this Item shall be paid by the party placing with the Carrier the written request for service subject to this Item. The charges under this Item shall be in addition to all other lawful charges.

e) Shipper and/or consignee agrees to indemnify, protect and hold harmless the Carrier from and against any and all liability, loss, damage, or expense, cause of action, suits, claims and judgment, including reasonable legal judgment, including reasonable legal expenses which may arise or grow out of any injury to or death of persons or damage to property of Carrier (real or personal, and wherever located), which liability may arise because of Carrier's assistance in providing equipment to the shipper or consignee under this Item.

ITEM 7.09 PICK-UP OR DELIVERY SERVICE – SUNDAY OR HOLIDAYS

When a shipper or consignee requires pick-up, delivery, spotting or movement any part of which occurs on 'Sundays or Holidays', charges computed as follows will be applicable in addition to all other lawful charges:

i. an additional **40%** of the linehaul charges in tariffs governed hereby, subject to a minimum additional charge of **$200.00** and a maximum additional charge of **$400.00** per unit, per man, per day.
ii. The following, or the days on which they are celebrated, shall be deemed Holidays

New Years Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

The following, or the days on which they are celebrated, shall be deemed Holidays on traffic to or from points in Canada

Boxing Day	Dominion Day
Civic Day	Queens Birthday (Victoria Day)
Day Before Christmas	Remembrance Day
Christmas Day	Thanksgiving
New Year's Day	Labour Day

iii. For purposes of this Item, whenever a Holiday occurs on Sunday, it shall be observed on the succeeding Monday.

ITEM 7.10 PREPAYMENT

Unless assurance of payment satisfactory to the Carrier is made in advance of shipment, all charges on the shipment must be prepaid. (See Exception)

Exception: Shipments consigned for export into Mexico must be prepaid by the shipper. Prepayments will include responsibility by the shipper for linehaul, detention, storage, stop-off, pumping and other legally published charges, which may accrue at the origin, destination, designated border crossing or transfer point.

ARTICLE 8

ITEM 8.01 RECONSIGNMENT OR DIVERSION

Shipments may be diverted or reconsigned in transit or at billed destination, subject to the following provisions:

i. The term “diversion or reconsignment” means a change in the name of the consignee and/or destination address of the shipment, or any other instructions given to the Carrier requiring a change in billing or carriage necessary to effect delivery or involving an additional movement of equipment.

ii. The charge for diversion or reconsignment as defined in this Item will be **$100.00** for each diversion or reconsignment in addition to all other applicable charges, including, without limitation, mileage charges.

iii. On shipments diverted or consigned to a place of unloading not within the corporate limits of municipality to which the shipment was originally consigned, the applicable rate shall be determined from mileage tables in tariffs referring hereto, based on the mileage from point of origin to final destination over the route of actual movement, computed in accordance with the applicable mileage guide and will apply in addition to the charge provided in paragraph (b) above.

iv. Freight charges must be prepaid and will be computed on the actual number of pounds or gallons loaded, subject to the minimum load requirements as provided herein.

v. Time consumed waiting for orders, will be considered part of unloading time and charges will be assessed as provided in ITEM 4.14 (Detention).

ITEM 8.02 REDELIVERY OF SHIPMENT

When, for reasons not attributable to Carrier’s fault, a shipment cannot be delivered and the Carrier is requested to hold a shipment in the trailer at the Carrier’s terminal or any other point, and then redeliver the shipment to the original destination, a charge of **$2.40** per running mile subject to a **$500.00** minimum charge, shall apply for the redelivery. The rate in effect for the original shipment will apply. All charges from the Item will be for the account of the party requesting the redelivery. These charges will be in addition to all other applicable charges.

ITEM 8.03 RETURNED, UNDELIVERED, REJECTED OR REFUSED SHIPMENTS

Except as otherwise provided herein, if, for reasons not attributable to Carrier’s fault, a shipment is rejected wholly or in part by consignee at the time when the shipment is offered for unloading by the Carrier, but before the actual unloading occurs at the destination, it or the part rejected may be returned to point of origin upon order of the shipper or consignee. Upon rejection, Carrier must contact shipper for instructions before trailer is moved. Except as otherwise provided herein, the rate for return movement of rejected shipments will be **$2.40** per mile from destination to original origin, subject to a minimum charge of **$500.00**. Time consumed waiting for orders, under this Item, will be considered part of the unloading time and detention charges will be assessed as provided in ITEM 4.14 (Detention). When, for reasons not attributable to Carrier’s fault, a shipment is rejected wholly or in part by consignee after the shipment is unloaded at destination, it or part rejected may be returned to point of origin upon order of shipper or consignee. The rate for return movement of such rejected shipment will be the rate in effect on the date of return movement from original origin to destination. Shipments moving under the provisions of this rule will be determined to be a prepaid shipment regardless of the terms set forth on the shipper bill of lading. All charges, including accessorial charges resulting from the movement under this rule will be billed to the shipper.

ITEM 8.04 RETURN LOADS

a) When a shipment is tendered to the Carrier, and at the same time, Carrier is requested to transport a return load in conjunction with the initial outbound movement, the following conditions will apply:

i. Bill of Lading – outbound load – The bill of lading shall identify the consignor and the consignee of the return load and the location of each, the destination of the return load must be the same point as the origin of the outbound load or in the same business district, as defined by 49 CFR § 390.5; or destination of outbound load must be the same point as origin of return load or in the same business district, as defined by 49 CFR § 390.5.
ii. Bill of Lading – return load – The bill of lading shall identify the consignor and the consignee of the outbound load, and the location of each. This bill of lading shall include a statement that the return load is available for immediate loading and is handled in accordance with the provisions of ITEM 8.40.

b) When a shipment is tendered to Carrier, and at the same time, Carrier is requested to transport a return load in conjunction with the initial outbound movement, the following conditions and charges will apply:

i. Charges – Under the provisions of this Item, the outbound movement will be subject to the applicable tariff rate. The rate applying on the return load shall be computed on the basis of 85 percent (85%) of the applicable published mileage table rate from origin to destination of the return load.
ii. Payment of Charges – Either the consignor or consignee of the initial outbound movement shall pay all applicable charges for both the outbound and return loads.
iii. Empty Mileage – Empty mileage between the destination of the outbound load and the origin of the return load or between the destination of the return load and the origin of the outbound load, will be subject to a charge of **$2.40** per mile to be added to all other applicable charges to be paid by the party responsible for the total charges.
iv. Tank Cleaning – The bill of lading issued to cover the initial outbound load shall include a statement by the consignor electing the application of the following provisions:
    (a) The tank furnished is suitable for the transportation of the return load of a compatible product for transportation in the same tank vehicle or
    (b) The tank will be cleaned by the consignor or consignee at their expense. Where the consignor or consignee cleans the tank, a maximum of two hours free time will be allowed in addition to the provisions of ITEM 4.14 and ITEM 7.05 or
    (c) Charges for cleaning procedure shall be as shown in the attached cleaning guidelines.

ITEM 8.05 SHIPMENTS TRANSPORTED IN OTHER THAN CARRIER-PROVIDED TRAILER

When a shipment is transported in other than a Carrier-provided trailer, a rate of **$2.40** per mile will be assessed for all mileage involved when the Carrier provides any of the following additional services:

i. Send tractor to point of pick-up.
ii. Pick-up trailer at any point other than designated loading point.
iii. Deliver trailer to destination other than destination of shipment.
iv. Send tractor back to terminal after final spotting.

This Item shall not be construed as obligating the Carrier to furnish such service. Charges shall be paid by the party responsible for the linehaul charges.

ITEM 8.06 RETURN OF CONTAINERS / EXCESS MILES

a) On shipments loaded from the pier to an inland destination, rates herein include return of the empty container to other than pier of pick-up, the normal linehaul charge will apply, plus an excess mileage charge computed in the following manner:
i. Determine the one-way tariff mileage and multiply by two to determine the round-trip tariff miles.
ii. Determine the actual miles traveled from pick-up pier to delivery point to which container is returned to Carrier’s originating terminal.

iii. The difference between the round-trip tariff miles and the actual miles traveled shall be billed at **$2.40** per mile. This charge is in addition to all other applicable charges

b) When, at the request of the consignor or consignee, the Carrier is required to travel miles (see Note A) in excess of twice the one-way tariff miles, the normal linehaul charge will apply, plus an excess mileage charge computed in the following manner:

iv. Determine the one-way tariff mileage and multiply by two to determine the round-trip tariff miles.

v. Determine the actual miles traveled from the Carrier's originating terminal over the actual route of movement and return to the originating terminal.

vi. The difference between the round-trip tariff miles and the actual miles traveled shall be billed at **$2.40** per mile. This charge is in addition to all other applicable charges.

Note A: Miles include all miles traveled from the Carrier's originating terminal and return thereto over the actual route of movement.

ARTICLE 9

ITEM 9.01 SPECIAL SERVICES – ACCESSORIAL OR EMERGENCY RESPONSE

These charges apply in the event that Carrier responds to an emergency, requiring the use of Carrier's equipment or services.

Accessorial or Emergency service will be provided, if practical. Such service will be charged for as follows:

i. For services performed on Sundays or Holidays as defined in ITEM 7.09, the following rates apply:

Tractor and trailer	**$120.00** per hour
Tractor only	**$100.00** per hour
Service truck	**$90.00** per hour

Charges are stated in dollars and cents per hour, or fraction thereof, subject, except as otherwise provided, to a minimum of **8** hours

ii. For services performed on days other than those provided in ITEM 7.09, the following rates apply:

Tractor and trailer	**$100.00** per hour
Tractor only	**$90.00** per hour
Service truck	**$80.00** per hour

Charges are stated in dollars and cents per hour, or fraction thereof, subject, except as otherwise provided, to a minimum of **8** hours

Time shall begin when the Carrier's equipment leaves Carrier's terminal and continue until equipment is returned to the Carrier's terminal from which dispatched. Any delay directly attributable to the Carrier will be subtracted from the total time. Time of equipment departure and arrival at the terminal will be indicated on the bill of lading and freight bill of each shipment.

ITEM 9.02 SPECIAL SERVICES – HEATING-IN-TRANSIT

a) Except as otherwise provided, Carrier will, upon request of consignor or consignee, furnish, if available tank vehicle equipped with a controlled heating-in-transit system. A charge of **$200.00** shall be applicable on each shipment for which a tank vehicle so equipped is ordered and provided.

b) When a shipment is transported in a shipper-provided tank vehicle containing a heating system utilizing tractor-supplied heat, Carrier will, upon request of such shipper, furnished if available, a tractor equipped to supply heat to the shipper-provided trailer. A charge of **$200.00** shall be applicable on each shipment for which a tractor so equipped is ordered and provided.

c) Charges set forth in this Item shall be in addition to all other lawful charges assessed against the shipment.

ITEM 9.03 SPECIAL SERVICES – HEATING

When, upon request of shipper or consignee, a shipment is stopped in transit for the purpose of heating the lading by steam or any other means, the Carrier will charge for the following:

First hour, or fraction thereof	**$100.00**
Each additional fifteen minutes, or fraction thereof	**$25.00**

Carrier will apply heat for the length of time prescribed by the shipper or consignee. Heating time will be deemed to start at the time the heat is applied to the lading and shall end when the heat is removed. It shall be the responsibility of the shipper or consignee to make arrangements for the use of steam and other heating facilities at its own expense, although Carrier will, if requested, attempt to locate such facilities and make arrangements for their use provided, however, that the shipper or consignee shall agree to be responsible for any expense incurred for the use of such facilities.

Time consumed by heating at shipper's site of pick-up and/or consignee's site of delivery shall be considered as loading and/or unloading time and shall be charged for as provided in ITEM 4.14.

ITEM 9.04 SPOTTING SEMITRAILERS OR EXCLUSIVE USE OF VEHICLES

SECTION 1 SPOTTING

a) Except as otherwise provided, when for a shipper's or consignee's convenience, a semi-trailer and/or tank is spotted at either the facility of the shipper or consignee, or any site either may designate, a charge of **$200.00** per vehicle plus the charges herein for accessorial equipment, will be made for each 24-hour period, or fraction thereof, and will apply in addition to all other lawful charges. Except with respect to intermodal shipments as addressed below, in no event will shipper or consignee allow any equipment provided by Carrier be operated or transported over public roads by any entity other than Carrier. One half-hour free time will be allowed for each piece of equipment, except that when equipment is spotted for unloading of a linehaul shipment, the free time provided in ITEM 4.14 will be allowed. One half-hour free time will be allowed for each pick-up of equipment resulting from spotting, except that when the equipment is picked up for transport of a linehaul shipment, the free time provided in ITEM 4.14 will be allowed.
b) When, in connection with such spotting, it becomes necessary to move tractors without semi trailers, the following charges will be assessed covering the movement of such tractors:
c) When, the spotting is requested for either loading or unloading of a shipment, a charge of **$2.40** per mile will be charged for the miles traveled from the Carrier's terminal from which the equipment was dispatched to the loading and/or unloading site and return, subject to a minimum charge of **$150.00** each way (see exception below)
d) When the spotting is requested for any other purpose and no load is transported subject to a linehaul (Note D) charge, the spotting charge shall be **$200.00** for each 24-hour period or fraction thereof, plus a charge of **$2.40** per mile will be charged for every mile traveled between Carrier's terminal from which the tractor was dispatched and the site of the spotting operation subject to a minimum charge of **$150.00** each way. An additional charge, as per ITEM 4.14, will be applicable for interior cleaning of any tank vehicle upon its return to the Carrier.
e) Carrier will spot trailer for loading, unloading and/or storage at the shipper's and/or consignee's designated location with the further consideration that shipper and/or consignee, as the case may be, will reimburse Carrier for all damage sustained to spotted equipment while in shipper's and/or consignee's possession.
f) When the vehicle spotted is a chassis only, the charge shall be **$110.00** per 24-hour period, or fraction thereof.
g) When the Carrier's trailer is used in the transportation of shipments in intermodal service (service a part which is performed by a non-motor carrier), all miles traveled by the Carrier's trailer on its own wheels while in the control of the said "non-motor carrier" will be charged for a rate of **$0.50** per mile. Mileage shall be determined by the shipper and furnished to the Carrier for its use in billing the shipper.

SECTION 2 EXCLUSIVE USE (Notes A, B, C, D, and E)

When, upon request of a shipper or consignee, a semi trailer is engaged exclusively in its service for a period of not fewer than ninety days, a charge of **$200.00** per day per vehicle, will be assessed when such equipment is not in use during a 24-hour period.

Note A: The provisions of Section 1 and 2 of this Item do not alternate (see Note D) during each thirty day period, the charge in Section 1, paragraph (c) shall apply.

Note B: To obtain a semi trailer under the provisions of Section 2 of this Item, the request to the Carrier must be in writing and must be received in advance of placing the semi trailer.

Note C: The cost of repairing damage to the semi trailer while in the spotting or exclusive use service, and attributable to he who had the semi trailer in the service, will be determined by the Carrier and billed to he who had the semi trailer in the service, and in addition to the applicable 24-hour charge, will be billed for all periods of 24 hours, or fraction thereof, to he who had the trailer in service for the 24-hour periods during which the semi trailer leaves the service, awaits repair, is repaired and returned to service or during the time the semi trailer is taken out of service and is sold.

Note D As used in this Item, the term “linehaul” rate or charge means the rate or charge for over-the-road transportation of a given commodity.

Note E An additional charge as published in ITEM 4.14 will be applicable for interior cleaning of the tank vehicle upon its return to the Carrier.

ITEM 9.05 STOP-OFFS – PARTIAL LOADING OR UNLOADING

a) Except as otherwise provided, shipments in bulk only may be stopped in transit enroute between original point of origin and final point of destination to complete loading or to partially unload, or both.
b) Shipments stopped in transhe sit to complete loading may be made by only one shipper. Shipments stopped in transit to partially unload may be delivered to two or more consignees at two or more destinations or two or more consignees within the corporate limits of any one city or town.
c) Shipments loaded or unloading, as the case may be, at two or more points within the corporate limits of the same city or town shall be considered as being stopped in transit for partial loading or unloading under the provisions of this Item.
d) If a shipper wishes a shipment partially loaded at more than one place of loading and/or partially discharged at more than one place of unloading, a charge of **$125.00** per stop will be made for each pick-up and/or delivery, in addition to the applicable rate from point of origin to final destination over the route of movement. A shipment shall not be stopped for partial unloading prior to the completion of all stops on such shipment for loading. Substitution of freight is prohibited.
e) On stops for partial loading and/or unloading, as described above, one-half hour free time will be allowed on each loading or unloading point. Time consumed waiting for orders will be considered part of the loading and/or unloading time. Total free time allowable under provisions of this paragraph shall not be less than that applicable under the provisions of ITEM 4.14 (Detention).
f) The term “loading stop” is hereby defined to include any stop made pursuant to instructions by the shipper for the purpose of loading, regardless of whether or not any loading is performed. The term “delivery stop” is hereby defined to include any stop made pursuant to instructions by the shipper for the purpose of delivery of any part of the lading regardless of whether or not any delivery is made, or for the purpose of delivering proceeds of collections to the shipper or his agent.

Note A Service as described in this Item will not be provided on shipments, which require the use of MC-310, MC-311, or MC-312 tank vehicles.

Note B The provisions of this Item will have application to specific or general commodity rates only when the stop-off point or points are on the most direct highway route between origin and final destination.

Note C When stop-off service is requested on movements at points not on the direct highway route, apply mileage table rates published in the applicable rate tariff. Rates will be based on the actual mileage over the route of movement.

Note D Shipments on which specific or general commodity rates apply will be stopped-off for partial loading and/or unloading only when the linehaul charges on the shipments are $500.00 or more.

ITEM 9.06 TOLL CHARGES

Rates do not include charges for the use of toll roads, bridges, ferries, or tunnels. When toll road facilities are used, the charge will be paid by the Carrier and shown on the freight bill as advance charges. Toll charges shall be billed as determined by Rand McNally/PC Miler toll software, or equivelant tolling authority. A receipt will not be necessary to support toll charges. Such charges are to be in addition to the rate and all other shipment related charges.

ITEM 9.07 TRUCK ORDERED NOT USED (TONU)

When an order is placed for transportation service and later cancelled within 48 hours of the scheduled loading time, a Truck Ordered Not Used charge of **$500.00** will be charged, plus **$2.40** per mile traveled.

In addition, the vehicle shall be subject to detention charges as specified in ITEM 4.14 (Detention), except that no free time will be allowed. If such cancellation takes place on a Sunday or Holiday as described in the Sunday and Holiday rule, the minimum charge as set forth in in ITEM 7.09 (Sunday and Holiday Rule) shall apply in addition to the charges set forth above. When loading has begun prior to cancellation, a charge as shown in ITEM 4.11 will be made to cover cleaning of said vehicle.

EXCEPTIONS:

i. Except as otherwise provided, when the vehicle ordered is subsequently canceled for shipment of the commodity for which the vehicle was specifically ordered, but such ordered vehicle is used immediately at the same shipping point, the provisions of this Item shall not apply.

ii. On shipments subject to the provisions of ITEM 8.40 (Return Loads) when a tractor-trailer unit has been dispatched for pick-up of the secondary movement and such secondary movement is canceled upon orders from consignor or consignee, a charge of **$2.40** per mile traveled will apply subject to a minimum charge of **$500.00** from and or to points or original destinations.

ITEM 9.08 WEIGHING AND WEIGHTS (CHARGE FOR WEIGHING VEHICLE)

Unless otherwise provided, freight charges shall be, at shipper's option, based on one of the following methods of weight determination:

i. The description of the commodity and the weight of the shipment shall be shown by shipper on the shipping order or bill of lading; or

ii. The shipper shall show on shipping order or bill of lading the actual gallons loaded and the specific gravity at temperature loaded, or

iii. The shipper shall show on shipping order or bill of lading the actual gallons loaded and the weight per gallon at temperature loaded.

In the absence of elections of one of the foregoing methods, where a vehicle is weighed on public scale, at the request of shipper or consignee, a charge of **$40.00** shall be assessed for each service (Note A) plus $**2.40** per mile deemed out of route, in addition to the applicable rate on the shipment.

Time consumed in weighing vehicle, before or after loading, or both, at the point of shipment, shall be considered as part of time for loading and subject to charges and provisions as set forth in ITEM 4.14 (Detention).

Time consumed in weighing vehicle, before or after loading, or both, at the point of shipment, shall be considered as time for unloading and subject to charges and other provisions set forth in ITEM 4.14 (Detention).

Note A The word “service” as used in this Item shall be considered to mean weighing of the vehicle empty and loaded.

ITEM 9.09 INTERLINE / INTERCHANGE

Nothing in this Rate and Policy Guide shall be deemed to prohibit or in any way limit Carrier from engaging in interline or interchange operations in order to provide requested services. Any such interline and/or interchange service otherwise subject to this Rate and Policy Guide shall be governed by this Rate and Policy Guide as if performed solely by Carrier.

ARTICLE 10

ITEM 10.01 LIABILITIES AND WARRANTIES DISCLAIMED

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 REMOTE, SPECIAL, INCIDENTAL, ECONOMIC, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCOME, EVEN IF CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

CARRIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR ANY TRANSPORTATION AND/OR RELATED SERVICES PROVIDED.

WITH RESPECT TO ANY ACCESSORIAL SERVICES PERFORMED, CARRIER SHALL NOT BE LIABLE FOR ANY ACTIONS OF ANY THIRD PARTY USED IN THE PERFORMANCE OF SUCH SERVICES NOT UNDER THE DIRECTION OR CONTROL OF CARRIER FOR THE PERFORMANCE OF SUCH SERVICES.

ITEM 10.02 INDEMNITY AND HOLD HARMLESS

SHIPPER WILL HOLD HARMLESS, DEFEND AND INDEMNIFY CARRIER FROM ANY AND ALL ALLEGATIONS, LOSS, FINES, PENALTIES, CLAIMS, DAMAGES OR AMOUNTS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES (COLLECTIVELY, “CLAIMS”) TO THE EXTENT ARISING FROM, RELATED TO, OR CAUSED BY SHIPPER’S NEGLIGENT OR OTHERWISE WRONGFUL CONDUCT, INCLUDING, WITHOUT LIMITATION, FAILURE TO COMPLY WITH THE TERMS OF THIS RATE AND POLICY GUIDE. SHIPPER WILL FURTHER HOLD HARMLESS, DEFEND AND INDEMNIFY CARRIER FROM ANY CLAIMS MADE BY ANY EMPLOYEE, AGENT, CONTRACTOR OR REPRESENTATIVE OF SHIPPER DIRECTLY OR INDIRECTLY ALLEGING AN EMPLOYMENT RELATIONSHIP WITH CARRIER FOR ANY PURPOSES WHATSOEVER.

ITEM 10.03 DISPUTE RESOLUTION

THE EXCLUSIVE VENUE FOR ANY ACTION ARISING FROM, OR RELATING TO, CARRIER’S SERVICES UNDER THIS RATE AND POLICY GUIDE SHALL BE HILLSBOROUGH COUNTY, FLORIDA AND THE STATE OR FEDERAL COURTS LOCATED THEREIN. SHIPPER HEREBY IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS, AND WAIVES ANY ARGUMENT OR DEFENSE TO THE CONTRARY.

EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING FROM, OR RELATING TO, CARRIER'S SERVICES UNDER THIS RATE AND POLICY GUIDE.