

TNAS RULES TARIFF 300

TRANS AMERICAN TRUCKING SERVICE INC

FREIGHT & WAREHOUSE

RULES TARIFF TNAS 300 CANCELS 100B -PUBLISHED BY: R M MCGRAW, PRESIDENT

MC 149576 DOT 229132

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ITEM 100-This tariff is governed by the National Freight Classification tariff NMF 100 and Phophesy

Mileage version 8212.

ITEM-110-CUSTOM/INBOND SHIPMENTS.

ON In bond shipments, a charge of \$200.00 (two hundred dollars) will be assessed in

Addition to all other charges.

ITEM-115-IMPORT – EXPORT TRAFFIC.

These charges are in addition to all other applicable charges.

(A) Between points in NJ, when shipments originate or destined to NJ piers. Minimum

Charge \$375.00 (three hundred seventy five dollars).

(B) From points in NJ & NY, when shipments originate or destined to NY piers: Minimum charge \$650.00, (six hundred fifty dollars).

(C) From NY piers to points in NJ & NY. Minimum charge \$650.00 (six hundred fifty dollars).

ITEM-120-FILING OF CLAIMS

(A) Claims in writing required.

A claim for loss, damage or delay to cargo will not be voluntarily paid by carrier Unless filed in writing, as provided in subparagraph (b) below, with carrier issuing The bill of lading, warehouse receipt, or delivery receipt within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill Of lading or other contract of carriage, and all tariff provisions applicable thereto. Provided further, all prepaid shipments are paid in full by the consignor, and Collect shipments are paid in full by the consignee.

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ITEM-120 (cont)

(B) Minimum filing requirement.

A communication in writing from a claimant, filed with proper carrier within the Time limits specified in the bill of lading or contract of transportation or warehousing, and (1) containing facts sufficient to identify the cargo or property involved, (2) asserting liability for alleged loss, damage, or delay, and (3) making claims for payment of a specified determinable amount of money, will be considered as sufficient compliance with the provision for filing claims embraced in the bill of lading or other contracts for carriage or warehousing.

Documents not constituting claims.

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents or inspections reports issued by shippers, receivers or third parties, whether the extent of the loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carrier or warehouse as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

Claims filed for uncertain amounts.

Whenever a claim is presented against a carrier for an uncertain amount, such as "\$100.00" more or less, the carrier for against whom such a claim is filed will determine the condition of the cargo or shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible.

It will not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing and for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.

ITEM-125-ACKNOWLEDGMENT OF CLAIMS

The carrier will, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing 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. The carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim as filed, may have revealed.

The carrier will at the time each claim 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, its possession, the shipping order and delivery receipt, if any covering the shipment involved. At the time such claim is received the carrier will cause the date of 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.

ITEM-130-INVESTIGATION OF CLAIMS

(a) Prompt investigation required.

Each claim filed against a carrier in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.

(b) Supporting documents.

When a necessary part of an investigation, each claim must be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an exact copy made there from, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices and values, with the trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that, where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price the property involved has not been sold, or where the property has been transferred at the bookkeeping values only, the carrier will, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and to certify the correctness thereof in writing.

(c) Verification of loss.

A prerequisite to the voluntary payment by a carrier of a claim for loss of an entire package or entire shipment will be the securing by it of a certified statement in writing from the consignee of the shipment from any other source.

ITEM-135- DISPOSITION OF CLAIMS.

Each carrier which receives a written claim for loss or damage to cargo or property or for delay will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by carrier; provided, however, that after the receipt thereof, the 60 day period while the claim remains pending, advise the claimant in writing of the stature 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-140-PROCESSING OF SALVAGE.

Whenever cargo or material, goods or other property transported or warehoused by carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice, whenever practicable to do so, to the owner or other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. The carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The carrier will make an itemized record sufficient to identify the property involved., and claim, if any filed thereon. The carrier will assign to each lot of such property a successive lot number and note that lot number on its record of shipment, warehouse receipt and claim, if any claim is filed thereon.

Whenever disposition of salvage material or goods will be made directly to an agent or employee of a carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carriers salvage records will fully reflect the particulars of each such transaction or relationship, or both, as the case may be.

Upon receipt of a claim on a shipment or storage property on which salvage has been processed in the manner herein before described, the carrier will record in 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 same.

ITEM- 145-DAMAGED SEA OR SHIPPER OWNED CONTAINERS, INCLUDING NATURAL DISASTERS.

Carrier assumes no responsibility for demurrage on any container or contents received in damaged condition when noted below:

The following form will be sent in writing via mail, fax, or email to the owner/shipper of the subject damage container or contents.

"The container # _____, carrier/warehouse took possession of on date _____, has damaged noted by pier/or has visible damage upon opening at carriers facility.

Prior to Trans American Trucking Service, Export Packing Warehouse proceeding with any further work, we are offering you the option to have a surveyor examine the damage or to release Trans American or its subsidiaries from any liability concerning this property.

Please sign on the appropriate line and return to: fax: 908-755-5842, email: safety@transamer.com, or postal, fed ex, ups to Trans American, 115 Saint Nicholas Ave, S. Plainfield, NJ 07080

I hereby release Trans American Trucking Service Inc. from any liability concerning this container or contents therein.

By _____, print

Owner/Agent _____

_____ signature

I wish to have the container/contents examined by a representative of our choosing.

By _____ print

Owner/Agent _____

_____ signature

Date _____

Please be advised that any delay resulting in demurrage of the container is shipper/owner's responsibility.

Claims Department

ITEM-150-COLLECTION OF CHARGES.

- (a) Carrier will not deliver or relinquish possession of any property transported or stored by it until charges for all rates, negotiated or contract, thereon have been paid in full by payments of cash, money order, bank check, credit card, or wire transfer, except where other satisfactory arrangements have been made between the carrier, consignor, or consignee in accordance with the state, and federal rules and regulations in effect at the time of shipment.
- (b) Nothing herein shall limit the right of the carrier to require at the time of shipment, the prepayment in part or in full, or guarantee of the charges.
- (c) All lawful charges are guaranteed by the shipper/ owner of the property.
- (d) Credit may be extended up to 15 days from the billing date in accordance with EX PARTE NO. MC-1. After 15 days a late charge of 2 ½ % per month of the unpaid balance will be assessed in addition to all other charges.
- (e) All invoices for due freight charges not paid from the billing date of the original invoice will, at the discretion of the carrier, be entered for collection. At such time as such unpaid invoice is entered for collection as provided by this rule, the payor of the freight charges will receive written notification that the additional charges provided by this rule will apply. The term "entered for collection" shall mean the assignment of the unpaid invoice to a commercial collection agency, the initiation of the unpaid invoice of litigation to collect any amounts due carrier by an attorney selected by carrier, or any collection efforts initiated by carrier with employees or agents of the carrier. The following charges will apply to all freight bills entered for collection. In the event an unpaid invoice is assigned to a commercial collection agency and the balance owed is collected prior to any court action by that collection agency a penalty charge of 35% of the unpaid amount, inclusive of any accrued interest charges will be added to the unpaid balance. In the event an unpaid invoice is assigned to a commercial collections agency or the carrier initiates court action and the balance owed is collected subsequent to the initiation of any court action by that collection agency or carrier a penalty charge of 50% of the unpaid amount inclusive of any accrued interest charges, will be added to the unpaid balance.
- (f) When freight charges for a contract or negotiated rate are not paid in full within 30 days of the billing date, the rates will be assessed a penalty of 25%, in addition to all other charges.

ITEM-155-COMMERCIAL ZONES.

Rates and charges named herein apply from, to or between all points including the commercial zones for all such points.

ITEM-160-DETENTION AND LAYOVER OF VEHICLES.

- (a) These rules apply when carriers vehicles, including tractor, trailer, escort cars, flagmen & all accessory vehicles and persons are delayed at the premises of the shipper, consignor, consignee or other places designated by same, subject to the following provisions:
 - 1. This rule applies when vehicles, and personnel are delayed or detained at the place of pick-up or delivery, and only when such delay is attributable to the consignor, consignee, or others designated by them.
 - 2. When detention charges are attributable to others who are not parties to the bill of lading , the party responsible for the payment of the freight bill will be responsible in full for all and any accrued detention time.
- (b) Free time for all shipments shall be two (2) hours commencing with the notification by the driver to the responsible representative of the consignor or consignee at the place of pick-up or delivery of the arrival of the vehicle/s for loading or unloading, as the case may be , either on the premises or as close thereto as conditions will allow, detention time will end upon completion of the loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery as the case may be.
- (c) The minimum charge per hour after the expiration of free time shall be charged at the rate of \$100.00 (one hundred dollars) per hour or fraction thereof per tractor/trailer combination for non-permit (legal shipments) and \$150.00.(one hundred fifty dollars) per hour or fraction thereof per tractor/trailer combination, in addition to any addition over-dimensional permits and associated costs. Maximum charge for any 24 hour period will be \$2400.00 (twenty four hundred dollars).
- (d) After the expiration of free time as shown in section b, the following charges will be assessed on equipment requiring special equipment:

| Capacity of trailer | rate per hour |
|---------------------|---------------|
| 40-50 tons | \$100,00 |
| 51-60 tons | \$150.00 |
| 61-75 tons | \$200.00 |
| 76-100 tons | \$300.00 |
| 101-150 tons | \$500.00 |
| 151-200 tons | \$800.00 |

- (e) All detention charges will include Saturdays, Sundays, and Holidays.

- (f) When due to circumstances beyond control of carrier layover of equipment is required the following charges will apply in addition to all other charges:
- (1) Legal loads: \$450.00 (four hundred fifty dollars) per day/night layover.
 - (2) Over dimensional loads: width to 12' wide. \$750.00 (seven hundred fifty dollars) per day/night, plus the cost of any additional permits that may expire and be re-ordered. In excess of 12' wide and or 14' overall height \$850.00 (eight hundred fifty dollars) per day/night in addition to additional permits ordered.
 - (3) Escort/flagmen: \$225.00 (two hundred dollars) per day/night in addition to all other charges.
- (g) Appointment pick-up/ delivery scheduled by shipper/receiver: \$450.00 flat rate in addition to all other applicable charges in section 160.

ITEM-165-DISTANCES.

Except as otherwise provided in this tariff, distances shall be computed according to mileage guide, "Prophecy version 8212", and any supplements or successive issues thereto, between points of origin and destination of the shipment, subject to paragraphs (a) through (d) below:

- (a) For distances from or to points not covered by the mileage program referred to above, the actual mileage via the shortest practicable route will be used, except that the mileage program will be used for such portion of the distance as may be provided herein or ascertainable there-from.
- (b) Where consignee or consignor request transportation of a shipment over a longer route than the shortest available regularly traveled highway route, the mileage via the route of movement will be used as provided herein.
- (c) When shipments move under special permits as required by or obtained from a municipal, state, federal agency or commission, which specifies the route to be traveled by the motor vehicle, the mileage to be used will be the mileage via the specified in the special permit/s, as ascertained by the mileage program above.

ITEM-170-PICKUP OR DELIVERY SERVICE.

- (a) Except as otherwise provided, the rates named in this tariff include pickup and delivery service to all points within the limits of the cities, towns, villages and other points from and to which the rates apply, and as to include any shipment, only one pickup, and only one delivery.

- (b) Saturday and Sunday pickup and delivery as requested by shipper, consignee, or other party, will be provided at a minimum charge of \$850.00 (eight hundred fifty dollars) per day, in addition to all other charges.
- (c) If a pick up or delivery sight is deemed not safe for access of carriers equipment, payor of the freight must remedy the sight at no cost to carrier. Detention and layover terms apply in addition to all other charges.
- (d) All shipments will be shipper load, consignee unload.

ITEM-175-PROTECTION OF COOLING SYSTEMS AND BATTERIES.

Anti-freeze protection for shipments and warehousing must be supplied by the shipper or his agent, carrier will assume no responsibility for any damage caused by freezing. Carrier will not be responsible for damages caused by leaking braked fluid, battery units, cooling systems, or any other liquids.

ITEM-180-CONTROL, EXCLUSIVE USE, AND EXPEDITED SERVICE OF VEHICLES.

When a consignee or consignor request exclusive use or expedited service of a vehicle the following provisions will apply:

- (1) Charges will apply to each vehicle used to transport a shipment.
- (2) The request must be given in writing or placed on the bill of lading and shipping order, or when shipping instructions prohibit the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
- (3) Charges are to be paid by or guaranteed by the party requesting the service and the non-recourse stipulation on the bill of lading may not be executed.
- (4) The charges for the above services will be by negotiated rates for each shipment tendered.
- (5) Does not apply for the US Department of Defense, except when no other exclusive use rates are published in individual tenders.

ITEM-185-EXTRA DRIVER

When a shipper or consignee or their designated agent specifies that a two man team (extra driver) is required on a specific shipment, and additional charge of \$2.00 (two dollars) per mile will be assessed in addition to all other charges. Detention of the vehicle will result in an additional charge of \$75.00 (seventy five dollars) per hour, per driver with no free time allowance, including Saturdays, Sundays, and Holidays.

ITEM-190-AIR RIDE EQUIPMENT.

When air ride equipment is requested and furnished for a shipment, the charges will be as follows: in addition to all other charges:

Air ride tractor --- .40 cents per mile

Air ride trailer ---.40 cents per mile

Minimum charge: \$200.00 (two hundred dollars)

ITEM-195-RECONSIGNMENT OR DIVERSION.

Shipments transported under the rules and regulations of this tariff may be diverted or re-consigned , subject to the following , rules, regulations, and charges:

- (a) The terms “diversion” or “re-consignment” mean:
 - (1) A change in the name of the consignor or consignee.
 - (2) A change in the destination.
 - (3) Any instructions given by consignor, consignee, owner, or their agent, necessary to effect delivery or requiring an addition to or change in billing or additional movement of the motor vehicle or both.
- (b) A request for diversion or re-consignment must be made in writing or confirmed in writing and the original bill of lading must be surrendered or proof of ownership established by other means.
- (c) When an order under these rules is received by the carrier, diligent effort will be made to located the shipment and effect the change desired while in the carriers possession, but as such the carrier will not be responsible for failure to effect the change ordered unless such failure is due to the error or negligence of its employees.
- (d) A charge of \$200.00 (two hundred dollars) will be made for each such shipment diverted or re-consigned under these rules, in addition, any additional mileage, detention time, layover time, and if over-dimensional, permit costs will be charged in addition to all other charges.

ITEM-200-EQUIPMENT MODIFYING.

If it is necessary to modify or change equipment to handle a shipment or shipments, the cost to do such modifications as well as the cost of returning the equipment to its original status and condition, will be borne by the party requesting the modification, as the case maybe.

ITEM-205-COD SHIPMENTS.

Any shipment which is “COD” where a check, money order, or cash is to be picked up from the consignee for the shipper for the cost of the commodity where the carrier is supplying a special service to the shipper there will be a charge of 1% (one per cent) of the total amount for that special service to be paid by the requestor of the service., in addition to all other charges.

ITEM-210-SHIPPER LOAD-CONSIGNEE UNLOAD.

All rates and charges are based upon shipper load, consignee unload. Where driver or company is required to assist in the loading or unloading of a shipment a charge of \$100.00

(one hundred dollars) per hour, minimum 4 (four hours) charge to be assessed in addition to all other charges.

ITEM-215-ESCORTS, FLAGMAN, HELPERS.

Charges for the following services are as follows:

ESCORTS-----\$2.50 (two dollars and fifty cents) per mile per vehicle. Min. charge per vehicle \$550.00 (five hundred fifty dollars).

FLAGMAN----\$500.00 (five hundred dollars) per day or fraction thereof. Min charge \$500.00 (five hundred dollars) per flagman.

HELPERS-----\$250.00 (two hundred fifty dollars) per day or fraction thereof. Min charge \$250.00 (two hundred fifty dollars) per helper.

Note A. Charges for detention of equipment due to conditions beyond the control of the Carrier including Saturdays, Sundays, or Holidays:

Escorts: \$30.00 (thirty dollars) per hour or fraction thereof per vehicle.

Flagmen: \$25.00 (twenty five dollars) per hour each or fraction thereof.

Helpers: \$20.00 (twenty dollars) per hour each or fraction thereof.

Note B. When detention of equipment causes overnight layover an additional charge of \$225.00 (two hundred twenty five dollars) per night will be included in the

Detention charges, per escort, flagman, or helper, including Saturdays, Sundays, and Holidays.

ITEM-220-UNSAFE OPERATIONS.

(A) Nothing in this tariff shall be construed to obligate the carrier to accept for transportation any freight which, due to size or weight or both size and weight, cannot be handled safely in or on its equipment or any freight originating or destined to points involving movements over streets or highways, the condition of which would make the operation of the equipment unsafe or hazardous.

(B) When because of road, highway, or structures thereon conditions or lack of suitable access roads to or from a pickup or delivery point, carrier is required to or deems necessary to

modify or improve the roadway or structures thereon to provide suitable and safe passage of the equipment, all costs will be back charged to the payor of the freight charges all costs, plus a 20% (twenty per cent) handling charge by carrier to cover all costs to accomplish a pick up or delivery.

(C)

ITEM-225-VEHICLE FURNISHED BUT NOT USED.

(A) When carrier is requested to furnish equipment at a designated point and such equipment is furnished but not used (through no fault of the carrier), a charge of \$1.50 cents per mile (one hundred fifty cents) per terminal will be made for the distance traveled from the carriers point of dispatch to the designated point plus return mileage to the point of dispatch origin, subject to a minimum charge of \$300.00 (three hundred dollars), per vehicle not used. In addition, if carrier was required to procure special permits and charges were advanced by carrier to obtain such special permits and licenses, all such expense and charges will be collected from the consignor or consignee as provided in this tariff.

(B) If after arrival of carriers vehicle or vehicles at the place of loading designated by the consignor, consignor fails to tend a shipment for the transportation, or informs the carrier that shipment will not be tendered, a charge of any waiting time after 1 hour (one hour) will be charged at: \$100.00 (one hundred dollars) per hour or fraction thereof for any type of equipment with a maximum charge of \$2400.00 (twenty four hundred dollars) in each twenty four hour period.

ITEM-230-WEIGHTS- GROSS WEIGHTS AND DUNNAGE.

Rates and charges will be computed on the gross weight of the shipment,

Including the weight of the temporary flooring, blocking, racks, standards, stakes, or similar bracing, dunnage, or supports. Carrier reserves the right to weight shipments where facilities for weighing are available at the point of origin, en routed or at destination. Scale tickets shall show gross, tare, and net weights. If facilities are not available, the shipper shall furnish the carrier with a statement, in writing, indicating the gross weight of the shipment tendered. Such statement shall be evidence of the weight of the shipment.

Unless otherwise provided for in individual items of specific tariffs on shipments in excess of the maximum truck load weight, charges will be assessed on the basis of the "cwt" rates derived by dividing the gross freight charges accruing on the maximum allowable weight, by the "cwt".

When carrier is requested to secure a certified public scale weight ticket for any shipment or vehicle(s), a charge of \$100.00 (one hundred dollars) per weight ticket for reweighing obtained in addition to the fee assessed to the carrier by the weighmaster for the use of the certified public scale, fee for each ticket, empty or loaded, to be paid by requestor of the weighing.

When freight is loaded in "Less than truckload" or "truckload" quantities onto carriers equipment, in conformity with the packing requirements, and is loaded on pallets, carrier "WILL NOT BE RESPONSIBLE FOR" the interchange, return, loss, damage, and/or cost of repair or replacement of said pallets.

ITEM-235-SPECIAL SERVICES- SHOWS AND EXHIBITIONS.

When any shipment is shipped from or to an exhibition hall, show, or display, a surcharge of 20% (twenty percent) will be added to the negotiated rate in addition to all other charges.

ITEM-240-SPECIAL SERVICES- CONSTANT SURVEILLANCE SERVICE.

Shipments which bill of lading require constant surveillance service will be subject to a charge of \$1.00 (one dollar) per mile, and subject to ITEM 215 of this tariff, in addition to all other charges.

ITEM-245-SURVEYING: ROUTES AND EQUIPMENT.

When it is necessary for carrier to conduct a survey for movement of a shipment or determine whether a shipment will be movable on highway routes, upon request of the owner, shipper, a negotiated price will be quoted in writing to the owner/ shipper, any additional charges accrued during the process of surveying will be charged according to other items in this tariff.

ITEM-250-SHIPMENTS DESTINED TO OR ORIGINATING AT PIERS, DOCKS, OR WAREHOUSES.\

When carrier is requested to, or required to make payment of:

Charges due the pier of terminal operator on cargo while in the possession of the pier, terminal operator, or warehouseman, charges for the wharf usage or top wharfage, loading or unloading charges to longshoreman, stevedores, and public loaders, such charges so paid or advanced by carrier plus a service charge of 15% (fifteen per cent) of the amount so paid or advanced by the carrier shall be added to the freight bill and shall be in addition to all other lawfully applicable charges.

ITEM-255-WAREHOUSE RECEIPTS. RELEASED VALUES.

Articles accepted by Trans American Trucking Service, Inc., into its warehousing, storage or transfer facilities will be governed by the Uniform Commercial Code, item 7-205 as to limitations for lost /damaged property, as follows:

"Upon receipt of property into the warehouse/storage facility the warehouseman will issue a "warehouse receipt" to the parties entering into the warehouse agreement, this receipt will be sent to those the "bailor", parties, via mail, fax, email, fed ex, ups, or any other accepted mail

type service. Whether those parties acknowledge the receipt of same has no bearing on the warehouseman's duty to have sent the receipt."

The limitation of liability of the warehouseperson as to each package/article is limited to the actual value of each package, but not to exceed five times the amount of the base monthly storage per package/article stored. Unless the warehouseman is specifically notified by the bailor of a higher valuation per package/article; in which event increased rates may be charged, and an excess insurance rider can be obtained and charged to the bailor. Such notification shall be in writing and send by registered mail, email, fax or other accepted electronic device, or in person within a reasonable time after receipt of the warehouse receipt. The sole effect of a declaration of higher value, and the payment of the extra charges shall be to increase the maximum liability of the warehouseperson per package/article up to the amount of the actual value per package, thereby in no case shall the liability be extended to include any profit or loss.

ITEM-260-REQUEST FOR QUOTES-ESTIMATES.

1. RFQ/estimates valid for thirty (30) days from issuance.
2. Unless arrangements are made prior to loading, all transport charges are to be paid via wire transfer upon delivery, if credit is awarded, payment is due within 15 days of the date of the invoice. Late charges in accordance with Item 150 of this tariff.
3. The estimate is based upon the dimensions and weights provided by the customer.
4. The shipper and the consignee are to assist in the assembly and disassembly of the equipment when needed.
5. This estimate may not include charges for city and county permits or costs associated with the requirements imposed by local officials.
6. This estimate is contingent upon securing permits from all proper government agencies.
7. The shipper and consignee are responsible to provide a clear and direct access to and from the job site.
8. It is the responsibility of the shipper, contractor, or consignee to post any bond required for this move on any city, or state highway. The cost is not included in this estimate.
9. This estimate does not include the loading of cargo onto carrier's equipment at origin, or unloading at destination, including pier lift, crane, or demurrage charges.
10. The shipper will be required to supply proper blocking and bracing for this shipment.
11. This quote reflects an estimate based upon the center of gravity of the piece being evenly distributed, if not the customer must provide a drawing to reflect the actual center of gravity for trailer and deck adjustments.
12. Unless other- wise noted this estimate does not include a route survey.
13. This estimate does not include engineering or bridge study fees, which if required, will be billed at cost plus 15% (fifteen per cent).
14. Depending on the size and weight of the shipment, please allow a minimum of 30 (thirty) days advance notice to organize equipment and secure the necessary permits. Some states require a minimum of 6-8 weeks to issue a permit.

15. The shipper will be required to provide documentation to support letters when needed. Carrier will provide assistance.
16. This estimate does not include fees associated with Railroad Crossing Right or Ways. (Ex. Flagmen) if required these fees will be billed at cost plus 15% (fifteen per cent).
17. This estimate does not include utilities, bucket trucks, or movement of obstructions. If required these fees will be billed at cost plus 15% (fifteen per cent).
18. This quote does not include any detention or layover time. Two hours free time are allowed for loading and unloading, all additional fees and charges to be billed in as state in item 60 of carriers rules tariff #300.
19. On shipments originating at piers or warehouses, all quotes are for loading onto carriers flat bed equipment, if chassis are required, additional costs will be added to quote.

ITEM-265-FUEL SURCHARGES.

All fuel surcharges as dictated by the federal agencies will be charged at the actual date of each individual shipment. Current up to date charges are posted every Monday and can be accessed at:

www.eia.gov/petroleum/gas/diesel/

ITEM-270-TARPING

All tarping charges will be quoted in RFQ, when requested by shipper, if the event tarping is required upon loading shipment without notice, charges will be \$150.00 (one hundred fifty dollars) per hour Minimum charge \$250.00 (two hundred fifty dollars).

ITEM-275-SEA CONTAINER LOADING UNLOADING CHARGES & DETENTION.

- (a) All transloading charges for sea containers and shipper owned containers will be as per original quote pending inspection of the cargo upon receipt at carrier's facility. All charges are subject to change upon freight exceeding original quote, shipper to be notified in writing of the quote adjustment.
- (b) When sea containers or shipper owned containers go into demurrage through no fault of the carrier, because of unreasonable notice or other miscommunications, shipper will be responsible to pay the charges to the steamship lines or stevedoring companies causing the demurrage, shipper will be responsible for paying carrier for trips to the piers that when arriving the containers are not available. Detention time to be billed as per item 160 of this tariff.

ITEM-280-OFFSITE SKIDDING AND PACKAGING PROJECTS.

When carrier is required by shipper to provide a crew to travel to offsite to skid, pack, disassemble or otherwise handle a project, the cost will be covered by a negotiated charge, to

include: travel time, delay time, overtime, overnight costs, and any other cost to carrier to complete the project.

ITEM-295-RELEASED VALULATION.

- (A) Unless a greater value is declared by the shipper and stated on the bill of lading, the carrier's liability for any loss of damage to any article or package, subject to the base rate herein, shall not exceed \$125,000.00 per shipment.
- (B) When shipper tenders a shipment and declares the value to exceed \$125,000.00 such shipment will be accepted, when value is declared prior to actual loading of the shipment, subject to the following charges:

| RELEASED VALUATION | BASE RATE |
|--|--|
| When release to a value not Exceeding \$125,000.00 per Shipment. | Base Rate |
| When released to a value Exceeding \$125,000.00 but Not exceeding \$500,000.00 Per shipment. | 1. Base Rate Cost, plus 20%, (twenty percent) |

- (C) Shipments exceeding \$500,000.00 in value will not be accepted for transport without a written excess insurance binder issued by the carrier's insurance company or a written release by shipper or shippers insurance company stating that carrier does not have cargo coverage in excess of \$500,000.00, and shipper assumes all cargo liabilities in excess of \$500,000.00. Unless shipper elects to have carrier secure an excess policy, Shipper will be charged @actual cost of excess policy plus a 20% (twenty percent) handling fee, or a negotiated charge.
- (D) The released value shall be deemed to be the gross value of the entire shipment. In case of loss or damage to a portion of the shipment , the amount recoverable will be released value per ton multiplied by the gross weight of the damage portion but not more than the actual value of the loss or damage, not to exceed \$125,000.00.
- (E) The release value must be entered on the shipping order and bill of lading in the following form: "The agreed or declared value of the property is hereby agreed specifically stated by the shipper is not exceeding _____ per ton of 2,000 pounds".

ITEM-295-(cont.)

RELEASED VALUATION

Where any shipment is made subject to this item, rate provided apply only when such article is released to a value not exceeding 135 cents per hundred weight for each distribution package. (Subject to Note 1)

NOTE 1. The value declared in writing by the shipper or agreed upon in writing as the released value of the property, as the case may be, must be entered on the shipping order and bill of lading as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding 135 cents per hundred weight for each distribution package".

Carrier's maximum liability in the event of loss damage will be determined separately for each distribution package lost or damaged by multiplying the weight of such distribution package by 135 cents per hundred pounds or fraction thereof. In no case will the carrier's liability exceed the actual value of the property lost or damaged.

The term "Distribution Package" means any primary shipping package authorized by the provisions of this or any individual tariff or classification items making reference hereto.

When a number of distribution packages have been unitized, strapped, or otherwise fastened together, or contained on pallets, platforms or skids, or have been over-packed in an additional complying package, the carrier's maximum liability will be determined by separately multiplying the release value time the weight of each individual distribution package lost or damaged and no on the basis of the weight on pallets, platforms, or skids, or over-packed in an additional complying package. Where a distribution package contains articles which have released value rates or ratings and articles which do not, the carrier's maximum liability is to be determine by multiplying the total weight of the distribution package by the released value.

If the shipper fails or declines to execute the above statement, or designated the value exceeding 135 cents per hundred pounds per for each distribution package, shipment will not be accepted for transportation at the rates and charges subject hereto.

Rates and charges published elsewhere in this tariff, or in other lawfully filed tariffs will apply.

When the foregoing statement is properly executed, the rates or charges subject hereto will take precedence over all rate or charges not subject to released value, provided the released rates or charges do not result, the released value will be deemed not to have been executed and rates and charges will have no application.

NOTE 2. For released value for warehousing , storage, and transloading see ITEM255.

NOTE 3. Item 295 applies and supersedes any and all written and oral agreements between carrier and broker/s and shippers. Any value in excess of \$125,000.00 (One Hundred Twenty Five Thousand Dollars) must be declared in advance and on the bill of lading.

ITEM-300-STOPPING IN TRANSIT FOR PARTIAL LOADING OR UNLOADING.

A shipment tendered on one bill of lading from one consignor, at one point of origin, at one time, consigned to one consignee, at one destination, may be stopped in transit at any point or place for the purpose of completing loading or partial unloading , subject to the provisions of paragraphs (a) through (j) following:

- (a) The bill of lading must show the point, or points at which the shipment is to be stopped to complete loading and/or partial unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point or points and the name and address of the party from whom each portion is to be received or to whom each portion is to be delivered. If delivery is made to two or three different addresses or locations in the same point,) city, town, or villages, each delivery will be considered a separate stop in the application of this rule.
- (b) The charge for each stop to complete loading or to partially unload exclusive of the stop at final destination, shall be \$150.00 (one hundred fifty dollars) per stop, which charge shall be in addition to all other applicable charges.
- (c) In no case shall more than (3) stops to be permitted in transit, considering each partial loading and each partial unloading as a separate stop.
- (d) The provisions of this rule do not apply at point of origin or at point of destination, and neither the loading point at origin, nor the unloading at destination shall be considered stops in applying this rule.
- (e) The applicable rate on the shipments shall be at the rate in effect on the date of shipment for the mileage from the initial point of origin to final destination, via stop-in-transit point or points.
- (f) When vehicle is delayed or prevented from loading and /or unloading at a stop off point or points for a period in excess of two (2) hours , charges shall be assessed according to the provisions outline in ITEM- 160- of this tariff.
- (g) The weight on which charges are assessed shall be the weight at the point of origin plus the weight of any freight loaded in transit, subject to a minimum weight of the item governing the movement.
- (h) Stop-off to complete loading will not be permitted on a shipment which has already been stopped to partially unload.
- (i) On shipments stopped in transit under provisions of this item, all freight charges must e prepaid or guaranteed in writing by shipper.

- (j) Stopping in transit for partial unloading will not be permitted on shipments when:
In bulk, Consigned "C.O.D", "to order", "order notify", or to be delivered only on shipper's written order, or when accompanied by instructions from the consignor requiring the surrender or presentation of the bill of lading, a written order, or any other document as a condition precedent to delivery at stop off point, or Moving charges collect.