

ATLAS TRUCKING CO., LLC.

ALQK 100-A

TITLE PAGE

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ATLAS TRUCKING CO., LLC

**MC 370661
USDOT 840597**

**FREIGHT RULES AND
REGULATIONS**

June 1, 2008

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JUNE 1, 2008

ATLAS TRUCKING CO., LLC

APPLICATION OF TARIFF

This tariff contains rules, rates and charges for shipments moving under all shipments handled by Atlas Trucking Co., LLC. A copy of this tariff is available to the Purchaser of CARRIER'S services upon request. The rules and regulations contained herein shall apply for all shipments unless a written contract is executed between an officer of CARRIER and the Purchaser of CARRIER'S services, which contains terms and conditions contrary to the provisions of this tariff.

ITEM 100. GOVERNING TARIFFS

This tariff is governed except as otherwise provided herein, by the following publications or successive issues thereof:

Classification, governing STB NMF 100

Mileage Guide Prophecy Mileage Guide

Definitions:

"CARRIER" shall mean Atlas Trucking Co., LLC as well as its agents, subcontractors, officers and assigns.

"PURCHASER OF CARRIER'S SERVICES" shall mean the individual and/or entity that contracts with CARRIER for motor CARRIER services, and/or agrees to pay CARRIER for motor CARRIER services.

101. ARRIVAL NOTICE

A. Actual tender of delivery at the consignee's location constitutes the notice of the arrival of a shipment.

B. If the shipment is not actually tendered for delivery, notice of arrival will be given to the PURCHASER OF CARRIER'S SERVICES not later than the next business day following the arrival of the shipment.

a. The notice will be given by telephone, mail or computer. The notice, however transmitted, will specify the point of origin, the consignor, the commodity and weight of the shipment.

C. Unless otherwise agreed to in writing, CARRIER does not agree to complete delivery to any named consignee by any specific timetable. Transportation and delivery by CARRIER will be performed with reasonable dispatch as conditions and circumstances allow.

102. BILL OF LADING

A. All shipments handled by CARRIER are governed by the Uniform Straight Bill of Lading Terms and Conditions shown in the National Motor Freight Classifications modified by the rules, regulations and charges published in this Freight Rules Tariff. No deviation from these standard terms and conditions will be applicable in connection with shipments handled by CARRIER except upon written agreement signed by an officer of CARRIER. Terms and conditions of preprinted bills of lading tendered to CARRIER by either the Purchaser of CARRIER'S services or other third party at the time of shipment and signed by CARRIER'S driver or dock worker will not apply except upon written agreement of an officer of CARRIER. CARRIER will accept all bills of lading so tendered by the Purchaser of CARRIER'S services at the time of shipment subject to the terms and conditions shown herein and as modified in this Freight Rules Tariff.

103. GENERAL APPLICATION OF RATES

A. Line-haul charges from or to points where direct service is authorized by CARRIER'S certificates will not apply from or to points not directly accessible to truck service because of weight, size or hazardous material restrictions, or because of geographical location. For such points, line haul charges will apply to the point of transfer to other transportation for delivery only. Additional transportation and delivery charges will apply (see Item 112).

B. Rates published "for the Account of" will apply only when freight charges are paid by the named account. Rates published "From the Facilities of" apply when freight originates at that specific location, without regard to the party responsible for payment.

104. CAPACITY LOADS

A. A separate Bill of Lading and Shipping Order must be used for each shipment and in no case may a single truckload shipment exceed the carrying capacity of the vehicle.

B. Each and every standard truck bearing a capacity load of freight will be assessed freight charges based on the actual weight or the applicable truckload minimum weight, but not less than 44,000 pounds, whichever is greater and at the applicable truckload rate.

C. The term "Capacity Load" of freight shall be considered to mean:

a. The quantity of freight which, in the manner loaded, so fills a standard vehicle that no additional articles in shipping form tendered can be loaded in or on the vehicle; or

b. The quantity of freight which because of unusual shape or dimensions or because of necessity for segregation or separation from other freight requires the entire capacity of standard vehicle; or

c. That quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitations of state or regulatory bodies.

105. FREIGHT LOSS AND DAMAGE CLAIMS

A. Subject to the provisions of these Freight Rules and Regulations, CARRIER shall be liable only to the Purchaser of its services for losses incurred due to freight loss, damage, or delay, in accordance with the provisions of the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. 14706.

B. As a condition precedent for filing suit and any recovery, claims for freight loss, damage, or delay must be filed in writing by the Purchaser of CARRIER'S services with the CARRIER within nine months of the date of delivery, or date of scheduled delivery, whichever date is earlier. Claims must conform with the requirements of 49 U.S.C. 14706, must identify the shipment involved, must assert liability for a specified amount of money and must be supported by copies of the bill of lading and delivery receipt.

C. Claims for concealed freight loss or damage must be reported to the CARRIER within 48 hours after delivery, and CARRIER must have an opportunity to inspect such shipments within 48 hours after receiving such a request.

D. CARRIER has extended to the Purchaser of its services a discounted freight rate in exchange for the Purchaser of its services agreeing to limit CARRIER'S liability for freight loss, damage or delay to no more than \$100,000 per shipment, regardless of the quantity or quality of freight.

E. CARRIER also offers to the Purchaser of its services the right and ability to hold CARRIER liable under 49 U.S.C 14706 for the full value of any and all freight hauled by CARRIER, in exchange for a higher freight rate, subject to the following conditions:

(i) At least 7 business days prior to the releasing the freight for transportation, the Purchaser of CARRIER'S services must request in writing via telecopy that CARRIER transport specifically identified freight subject to full liability for the value of the freight. Within three business days thereafter, CARRIER will provide the Purchaser of its services with a freight rate for the transportation of the identified and valued freight; and

(ii) At least 2 business days prior to releasing the freight, the Purchaser of CARRIER'S services must acknowledge and accept in writing via telecopy the freight rate offered by CARRIER pursuant to paragraph (i); and

(iii) The purchaser of CARRIER'S services must place the following notation on the bill of lading: "This shipment subject to full liability under 49 U.S.C. 14706."

(iv) Failure to comply with all the fore stated conditions will be deemed a waiver of any request for CARRIER'S full liability.

F. CARRIER does not agree under any circumstances to be liable for special or consequential damages arising from freight loss, damage or delay, regardless of notice.

G. CARRIER will not be liable for freight loss, damage or delay caused by: the acts or omissions of any other party or their agents; failure to comply with CARRIER'S loading instructions; illegal acts; weather conditions; riots; labor strikes; public unrest; or when the freight is not in CARRIER'S exclusive possession.

106. COLLECT ON DELIVERY (C.O.D.) SHIPMENTS

This service is not provided. As such, CARRIER will not be liable for collecting any COD charges even if the bill of lading is designated as a COD delivery.

107. COLLECTION OF CHARGES

A. When a party other than the PURCHASER OF CARRIER'S SERVICES is as shown on the Bill of Lading and Shipping Order, and other than a bank or freight payment plan, is responsible for paying the freight charges, such party's name and address must be clearly shown in the body of the Bill of Lading and Shipping Order at the time of original tender.

B. Shipments subject to the provisions of this item will be accepted only when the Consignor has established credit with the CARRIER and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time allowed under the credit policy of the company.

C. The non-recourse provisions of Section 7 of the Bill of Lading contract will be null and void on shipments tendered under the provisions of this item.

108. CONTROL OF VEHICLE

A. Except as otherwise provided in EXCLUSIVE USE OF VEHICLE, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported and the CARRIER has control of the vehicle with the unrestricted right to

- a. Select the vehicle for the transportation of a shipment.
- b. Transfer the shipment to another vehicle.
- c. Load other freight on the same vehicle.
- d. Remove locks or seals applied to the vehicle.
- e. Utilize the services of another CARRIER to handle all or part of the shipment.

109. CORRECTED BILLS OF LADING

Corrected bills of lading and corrected shipping orders, which change the terms or conditions of the shipment, will be accepted only under mutual consent. The published tariff charge applicable under the original terms of the shipment will apply.

110. COUNTY RATES APPLICATION

When portions of a city are located in more than one county, the county in which the main post office is located shall be used.

111. CUSTOMS OR IN BOND FREIGHT

A. Shipments moving under United States customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purposes of this provision and subject to a \$150.00 per shipment charge.

B. Line haul charges on shipments requiring the U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from points of U.S. Customs clearance to the final destination. No beyond line haul charges will apply when the final destination is located within the terminal service area of the points of U.S. Customs Clearance.

C. Import freight moving in Bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in Bond.

D. Shipments moving under U.S. Customs Bond will not be allowed to stop in transit or split pick up or split delivery.

E. Detention charges, if any will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs inspection will constitute tender of shipment for delivery.

F. Each IT permit (Immediate Transportation Permit) issued for movement of an In Bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply to shipments upon which charges are based on 20,000 pounds or more moving in Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.

G. Shipments tendered in a vehicle sealed by or at the instructions of the consignor or as required by competent authority, will be considered as fully loaded or loaded to capacity. On shipments cleared in route by U.S. Customs, and movement beyond such clearance does not require a seal. Normal rates and charges shall apply to the beyond point.

112. DETENTION WITH POWER GENERAL PROVISIONS

A. When due to no fault, negligence or disability of the CARRIER, if the loading or unloading of freight is delayed beyond the free time of 2 hours a charge for detention will be billed to the party that is responsible for the payment of freight charges.

B. If the consignee requires notification before delivery for a stated period of time and unloading is delayed due to the PURCHASER OF CARRIER'S SERVICES failure to notate the Bill of Lading and Shipping Order with that requirement, the PURCHASER OF CARRIER'S SERVICES will be held responsible for detention charges, and the non-recourse clause in the Bill of Lading contract will not apply.

C. Where disputes arise about detention, CARRIER may not deliver the shipment to the consignee until all accrued detention charges are guaranteed to the satisfaction of the CARRIER.

113. DETENTION WITH POWER, COMPUTATION OF TIME

A. Time consumed in loading or unloading shall commence from the time of arrival of the CARRIER'S vehicle and the presentation to the responsible party at the site that is available to load or unload and shall cease upon a signature being given the CARRIER by the PURCHASER OF CARRIER'S SERVICES upon completion of unloading, or the signing by the CARRIER'S representative of the Bill of Lading and Shipping Order on pickup.

B. Where loading or unloading is performed on a pre-arranged schedule, and CARRIER'S vehicle arrives prior to the scheduled time, time shall run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

C. Where loading or unloading is to be performed on a pre-arranged schedule, and the CARRIER for any reason is unable to maintain such schedule, such mutually agreed alternative arrival time shall be used, provided such extended free time does not exceed two hours delay beyond the originally scheduled arrival time.

D. When CARRIER'S employee interrupts loading or unloading to take any normal non-working periods, such time will be excluded from free time or detention time, if free time has been exceeded.

a. Two hours free time shall be allowed for each vehicle, loading and/or unloading.

114. DETENTION, WITH POWER, CHARGES

A. When delay per vehicle beyond free time takes place the charge will be:

a. \$45.00 for each 60 minutes or fraction thereof

b. Minimum Charge \$45.00

c. Maximum Charge for each 24 hour period \$800.00

B. If shipment remains undelivered through no fault of CARRIER, and vehicle is remanded to CARRIER'S control, storage charges will begin when detention charges end.

115. DETENTION, VEHICLES WITHOUT POWER, GENERAL PROVISIONS

A. This rule applies when CARRIER'S vehicles without power units are delayed or detained on the premises of PURCHASER OF CARRIER'S SERVICES, or on other premises designated by them, or as close thereto as conditions will permit.

- a. Requests by the PURCHASER OF CARRIER'S SERVICES for spotting or placing trailers must be made in writing in advance of the date of shipment and must be in CARRIERS possession at time of shipment.
- b. CARRIER will not move the trailer until such time as it has received notification that loading or unloading has been completed and the trailer is available for pick up. The PURCHASER OF CARRIER'S SERVICES, or other designated party may move the spotted trailer with its own power units, at its own expense and risk for the purpose of loading or unloading. Any damage to CARRIER'S trailer while at the PURCHASER OF CARRIER'S SERVICES' designated premises will be the PURCHASER OF CARRIER'S SERVICES' responsibility.
- c. Loading or unloading will be performed by the PURCHASER OF CARRIER'S SERVICES, or other party designated by them. When CARRIER'S representative assists in loading, unloading or in checking the freight; the detention provisions governing vehicle with power units will apply. In the case of spotting for loading, the Bill of Lading must show "Shipper Load and Count".
- d. CARRIER responsibility for safeguarding shipments loaded on or in trailers spotted under the provisions of this item shall begin when loading has been completed and the CARRIER takes possession.
- e. CARRIER responsibility for safeguarding shipments unloaded from trailers spotted shall cease when the trailer is spotted at or on the site designated by PURCHASER OF CARRIER'S SERVICES.
- f. Detention will be assessed against the party who will pay the freight charges.
- g. Nothing in this provision shall require a CARRIER to pickup or deliver spotted trailers at hours other than CARRIER'S normal business hours. This shall not be construed as a restriction on CARRIER'S ability to pickup or deliver spotted trailers at hours other than its' normal business hours.

116. DISPUTE RESOLUTION

These Freight Rules and Regulations shall be deemed to have been drawn in accordance with the statutes and laws of the State of Michigan and in the event of any disagreement or dispute, the internal laws of the State shall apply.

117. EXCLUSIVE USE OF VEHICLE

- A. When the exclusive use of a vehicle is provided by the CARRIER at the request of the PURCHASER OF CARRIER'S SERVICES, the following provisions will apply:
- a. The request must be given in writing or placed on the Bill of Lading and Shipping Order.
 - b. Charges are to be paid or guaranteed by the party requesting the services and non-recourse stipulation on the Bill of Lading will not apply.
 - c. Charges for this service will be a minimum charge of 150% of the freight charges based on the actual weight or the applicable truckload charge based on 44,000 pounds (full truckload) whichever is greater.

118. CONSENT TO JURISDICTION

Unless the CARRIER and PURCHASER OF CARRIER'S SERVICES have previously agreed in writing to proceed otherwise, the CARRIER and the PURCHASER OF CARRIER'S SERVICES consent to the exclusive personal jurisdiction of the State and Federal Courts of Michigan for filing all civil actions arising out of the transportation services performed, or to be performed by CARRIER.

119. HAZARDOUS MATERIALS

- A. Shipments of hazardous materials WILL NOT be accepted.

120. MILEAGE COMPUTATION

A. Mileage shall be computed from the point of loading to the points of unloading by the practical direct highway miles, and shall be calculated by those miles shown in the Prophesy Mileage & routing guide.

B. EXCEPTIONS

a. When stopping in transit to load or unload part of the load, the mileage to be used to determine the charges is the aggregate of the mileage from the origin point of the shipment to the final destination via the stop-off points. Mileage required by the order of loading or unloading and as specified on the Bill of Lading shall be used to determine the applicable charges.

If after receipt of the shipment by the CARRIER and while in route, the PURCHASER OF CARRIER'S SERVICES requests stopping in transit in a different order of unloading or loading than as received and specified on the bill of lading, the aggregate mileage of the new route of movement shall apply.

a. If the route of movement by because of being overweight or over dimension, the closing or prohibition of use of bridges, tunnels, or highway sections requires a longer route by the Public Authority, charges based on mileage of the required longer route shall apply.

a. CANADIAN CROSSING: In the absence of the PURCHASER OF CARRIER'S SERVICES routing on shipping order, border-crossing point will be selected by CARRIER.

121. NEW YORK CITY CHARGES

Shipments originating at or destined to New York, NY (points in the Boroughs of Bronx, Brooklyn, Kings, Manhattan and Queens) and points in Nassau and Suffolk Counties, an additional \$350.00 per shipment will be charged in addition to all other lawfully published charges.

122. ORAL CONTRACT DISCLAIMER

Except as otherwise provided in this provision, all shipments tendered to CARRIER will be transported subject to the rates, rules and regulations provided in this Freight Rules Tariff or any addendum or subsequent revisions thereto. Such tariff rates, rules and regulations may not be negated or superseded by any claimed oral contract, promise, representation, or understanding between the parties. Rates, rules and regulations negotiated with the PURCHASER OF CARRIER'S SERVICES which are not contained in this Freight Rules Tariff will become effective only upon the execution of a written contract between the officers of CARRIER and the Purchaser of CARRIER'S services containing such rates, rules and regulations.

123. PACKAGING & LABELING BY THE SHIPPER

All shipments must be packaged securely and properly labeled, and accompanied by a bill of lading completed by the PURCHASER OF CARRIER'S SERVICES. CARRIER shall not be responsible for any loss, damage, penalty or fine that may be caused by the shipper's failure to properly package and label the shipment, or from the shipper's failure to provide CARRIER with the complete and accurate bill of lading.

124. PERMIT SERVICES

Permit, escort services arranged by the company will be charged with a 20% service fee add on to compensate for the administration cost of securing and acquiring required permits.

125. SPECIAL EQUIPMENT

Subject to the availability of the equipment, if requested by the PURCHASER OF CARRIER'S SERVICES, special equipment will be furnished subject to a twenty (\$0.20) cent per mile per vehicle used charge or 125% of the cost of renting the special equipment, whichever is greater. Such charges which will be in addition to the otherwise applicable truckload rate.

126. TARP CHARGE

When Tarp service is required, additional charges may apply as follows.

- a. Regular Flat-bed \$100.00 per tarping
- b. Over-dimensional \$200.00 per tarping

127. TEMPERATURE CONTROL

CARRIER assumes no responsibility for articles or commodities that require protection from either heat or cold. Any shipment requiring temperature control will be accepted at the PURCHASER OF CARRIER'S SERVICES own risk.

128. UNDELIVERED FREIGHT

A. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the CARRIER cannot locate the consignee's facility, or if the freight cannot be transported because of an error or omission on the part of the consignor, the CARRIER will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefore.

B. On undelivered shipments, disposition instructions issued prior to tender of delivery will not be accepted as authority to re-ship or return a shipment or to limit storage liability.

C. Undelivered shipments will be subject to storage and or detention charges.

129. EXPEDITED SERVICE

A. This provision applies when a specific request is made by the PURCHASER OF CARRIER'S SERVICES for expedited service in addition to the normal service of the CARRIER to meet specific pickup or delivery schedules.

B. If multiple trucks are required to ship the product the charge will be applied to each truck use.

C. When a shipment is tendered under this item the bill of lading and shipping order must be endorsed "EXPEDITED SERVICE REQUESTED" and the PURCHASER OF CARRIER'S SERVICES guarantees all freight charges.

D. The charges shall be computed subject to a minimum of 135% of the truckload line haul charges, to a maximum of 600 miles per day for a single driver unit or for 1,200 miles per day for a team of two drivers. Relay equipment may be substituted in route if single driver units are used.

130. RENOTIFICATION CHARGE

When the CARRIER has fully complied with the shipping and delivery instructions and through the fault of the consignee, CARRIER is unable to tender delivery as scheduled, there will be a renotification charge, in addition to all other applicable charges, of \$50.00.

131. SHIPMENTS TENDERED IN EXCESS OF MAXIMUM WEIGHT/CHANGES

Shipments in excess of a stated maximum weight will be rated at the truckload or volume provisions applicable, and weights in excess shall be rated as a separate shipment.

132. SHIPMENTS TENDERED IN EXCESS OF MAXIMUM WEIGHT RESTRICTIONS PREARRANGED WITH CARRIER

A. Excess weight will be rated as follows:

(1) First determine the line haul charges that would apply at the stated maximum weight.

(2) Divide the line haul charges by the stated maximum weight expressed as a hundredweight.

(3) Result is a rate in cents per hundredweight to be applied to the excess weight over the stated maximum in the rate item.

(4) Charges for the excess weight may not be less than the applicable minimum charge for less than truckload.

(5) Charges for excess weight shall be in addition to all other applicable charges.

B. No vehicle may be loaded in excess of that quantity of freight which can be transported from origin to destination in or on such vehicle because of weight or size limitations of federal, state or municipal laws or regulations.

133. USED COMMODITIES

A. Shipments of any used commodity (not manufactured by the shipper; previously owned and shipping for re-use or as a result of re-sale) will be released at a value not to exceed ten (10) cents per pound per package. CARRIER'S liability, if any, for any loss or damage to such shipment, regardless of the cause of the loss or damage, shall not exceed this released value.

B. If the PURCHASER OF CARRIER'S SERVICES requests that CARRIER be liable for loss, damage or delay of commodity at a value exceeding ten (10) cents per pound, the PURCHASER OF CARRIER'S SERVICES must comply with all conditions and procedures specified in Section 105 (E) of these Freight Rules and Regulations.

134. OVER DIMENSION FREIGHT, ESCORT CAR AND FLAGMAN CHARGES

A. Arrangements for transporting shipments that contain articles, any of which exceed one or more of the following dimensions.

(1) Nine (9) feet in height.

(2) Eight (8) feet, Six (6) inches in width.

(3) Forty-five (45), (48) or (53) feet in length or any distance beyond the floor of the trailer.

B. Such shipments that are accepted will be subject to a minimum weight of 44M or actual weight and freight charges will be assessed at 150% of the applicable rate.

C. When the weight of the articles exceed Federal, State or Municipal weight regulations, freight charges will be assessed in accordance with the weight of the article and the percentage of the applicable rate as follows:

(1) Up to 75,000 pounds 150%

(2) 75,001 pounds to 125,000 pounds 200%

(3) 125,001 pounds or over 225%

D. When the weight of the articles requires the use of specialized trailers, said equipment will be brought empty to the shipping location at the request of the PURCHASER OF CARRIER'S SERVICES for an additional charge of \$1.40 per mile from the equipment's terminal of origin to the shipping point. For the purpose of this item, specialized equipment will be defined as flatbed or removable side trailers with five or more axles. If the nature of the specialized equipment, in order to comply with Federal, State or Municipal regulation, require use of special highway permits to facilitate the empty movement of the equipment from terminal or origin to the shipping point, then CARRIER will secure permits as an agent for the PURCHASER OF CARRIER'S SERVICES and assess charges equal to the cost of each permit. Permits secured for the empty movement of equipment will not be subject to an additional service charge.

E. Where regulations or laws of any Federal, State or Municipal government or any subdivision thereof, require use of special highway permits and/or the pilot cars or escort service, CARRIER will, upon request of the PURCHASER OF CARRIER'S SERVICES, and as agent for them, engage third person to perform this service. All charges of the third person must be paid by the PURCHASER OF CARRIER'S SERVICES and are in addition to all other lawful charges in the rules and regulations. Such charges may be advanced by the CARRIER and billed to the Purchaser of CARRIER'S services at actual cost of the service plus a 20% service charge. These charges shall be in addition to all other applicable charges and shall be shown separately on the freight bill.

F. Shipments requiring over-weight bonds or over-dimensional permits, the actual cost plus a 20 percent service charge of the bond or permit for each state or city shall be added to the freight bill subject to a minimum charge of \$55.00 for each bond or permit. When the permit specifies route of the movement that shall be used in transporting the shipment, all tolls or fees paid by CARRIER for the use of bridges, ferries, tunnels or highway shall be in addition to all other applicable charges and shall be shown separately on the freight bill.

G. When upon request of the PURCHASER OF CARRIER'S SERVICES or if required by Federal, State, or Municipal regulations or laws, the shipment must be transported via specified accessible route, the mileage, for the purpose of determine the rate applicable, shall be computed via such route.

135. SPECIALIZED TRAILER CHARGE

A. Shipments that contain articles not exceeding 8'6" high, but for which single drop-frame or dropdeck equipment is required by the Purchaser of CARRIER'S services and furnished by the CARRIER will be charged for at 150% of the truckload rate based on the highest minimum weight in the rate item, or the actual weight if greater, but not less than 44,000 pounds.

B. When double drop frame or drop deck equipment is furnished, the charge will be 175% of the truckload rate.

136. PALLETS, PLATFORMS, OR SKIDS

A. Any request or provisions noted on the bill of lading or shipping order at the time of movement requesting the return of these shipping devices shall be deemed to be for informational purposes only, and it will not be binding upon the CARRIER to accomplish or comply with such request or provisions to complete the contract of carriage on the shipment.

B. Weight and space for pallets, platforms, skids, packaging will be considered, for rating purposes, as a part of the shipment. These items will be assessed at the rate applicable to the articles being transported.

137. PALLET EXCHANGE

Service not provided. CARRIER will not be responsible for any pallet exchange or return.

138. PICK-UP OR DELIVERY SERVICE SATURDAY, SUNDAY OR HOLIDAY

A. When the PURCHASER OF CARRIER'S SERVICES requests CARRIER to pick up or deliver freight on Saturday, Sunday or Holiday, such service shall be subject to an additional charge.

(1) \$200.00 Saturday

(2) \$300.00 Sunday or Holiday

B. The CARRIER is not obligated to furnish pickup or delivery service on Saturday, Sunday or Holiday..

D. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the CARRIER before pickup or delivery will be made.

139. PAYMENT OF FREIGHT CHARGES

A. When payment is extended as provided in 49 CFR Part 377 and the payer of the freight charges fails to make payment in 30 days, the following can be assessed on each unpaid freight bill, in addition to all other lawful freight and accessorial charges as provided in the Rules and Regulations.

(1) A charge of 50% of the unpaid balance, minimum charge \$100.00 plus the reimbursement for all collection and legal costs, including reasonable attorney fees.

B. This item is only applicable to the nonpayment of original, separate and independent freight bills and does not apply to the aggregate "balance due" claims sought for a collection on any past shipments by a bankruptcy trustee, or any other person or agent.

C. This item shall not apply to instances of clerical or ministerial error such as non-receipt of CARRIER'S freight bill, or the Purchaser of CARRIER'S services payment check lost in the mail, or a CARRIER mailing the freight bill to the wrong address.

D. This item shall not apply in any way to a charge for transportation service if the CARRIER'S bill of lading independently provides that the PURCHASER OF CARRIER'S SERVICES is liable for fees incurred by the CARRIER in collection of freight charges on that transportation service.

E. The PURCHASER OF CARRIER'S SERVICES shall be liable, jointly and severally, for all unpaid charges on account of a shipment pursuant to the Bill of Lading Contract, tariff or contract between the parties under which the shipment moved; and, to pay and/or indemnify CARRIER for all claims, fines, penalties, damages, costs and other sums, including attorneys' fees, which may be incurred by CARRIER by reason of any violation of the shipment contract/tariff or any other default of the PURCHASER OF CARRIER'S SERVICES or their agents. Under this paragraph, CARRIER is entitled to recover all of his costs, including attorneys' fees, of collecting delinquent freight bills.

F. The PURCHASER OF CARRIER'S SERVICES may not submit a valid claim under Section 105 for freight loss, damage or delay until the purchaser has paid all outstanding freight charges due and owing to CARRIER.

140. PREPAYMENT OR GUARANTEE OF CHARGES

A. Unless otherwise provided, shipments will be accepted subject to the following provisions:

(1) 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. Notwithstanding the consignor's primary payment responsibility, both consignor and the consignee are liable for payment of the CARRIER'S freight charges under the theory that both the consignor and the consignee

receive the benefit of the CARRIER'S services. Thus, if the consignor does not pay the charges within the CARRIER'S payment terms, for any reason, including insolvency, the charges may be reversed to the consignee and become the consignee's responsibility for payment.

(2) A "COLLECT SHIPMENT" shipment is one in which the charges for transportation services, including accessorial services, are rendered at the request of the consignee or requested by the consignor for the consignee, are to be paid by the consignee. Notwithstanding the consignee's primary payment responsibility, both consignor and the consignee are liable for payment of the CARRIER'S freight charges under the theory that both the consignor and the consignee received the benefit of the CARRIER'S services. Thus, if the consignee does not pay the charges within the CARRIER'S payment terms, for any reason, including insolvency, the charges may be reversed to the consignor and become the consignor's responsibility for payment.

(3) A "THIRD PARTY PAYOR SHIPMENT" is one for which the charges for transportation services, including accessorial services, are rendered at the request of the consignor and/or the consignee are to be paid for by a third party. Third parties are often firms such as logistics companies (3PL's), brokers or other intermediaries who provide services of/to consignors and/or the consignees, but who have no contractual relationship with a CARRIER.

Notwithstanding a third party's primary payment responsibility, both consignor and the consignee remain liable for payment of the CARRIER'S freight charges under the theory that all parties receive the benefit of the CARRIER'S services. Thus, if the third party does not pay the charges within the CARRIER'S payment terms for any reason, including insolvency, the charges may be reversed to the consignor or the consignee or both in succession if either fails to pay. It is a recognized risk to consignors and the consignee dealing with third parties that, should the third party fail to pay a valid freight bill, the consignors and the consignees remain liable for payment to the CARRIER. This is the case even if the consignor or the Purchaser of CARRIER'S services has already forwarded payment to the third party and the third party fails to pay the CARRIER.

(4) If, in the judgment of the CARRIER picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.

(5) If a shipment is required to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the CARRIER picking up the shipment at origin and the consignor guarantees to pay the charges if the Purchaser of CARRIER'S services fails to do so within the time allowed under the credit policy. Such a shipment will not be accepted as a collect shipment if the consignor executes Section 7 of the Bill of Lading.

141. PROHIBITED OR RESTRICTED ARTICLES

A. The following property will not be accepted for shipment nor as premiums accompanying other articles:

Bank Bills Museum Exhibits or Articles of Antiquity

Coins, Monetary Notes

Currency Original Works of Art

Deeds Postage Stamps

Drafts Precious Stones

Letters Revenue Stamps

Valuable papers

B. Articles of extraordinary value will not be accepted for shipment or as premiums accompanying other articles.

C. CARRIER is not obligated to receive freight, liable to impregnate or otherwise damage other freight or CARRIER'S equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment", or may, for lack of suitable equipment, be refused.

D. CARRIER shall not be liable for any loss or damage to any prohibited or restricted articles should the consignor tender such articles to CARRIER in contradiction of this provision. The PURCHASER OF CARRIER'S SERVICES agrees to defend, indemnify and reimburse CARRIER for any physical harm, damage or liability that may result in any way from the transportation of any prohibited or restricted article as identified above.

142. INSURANCE COVERAGE

Insurance Certificates will be provided at PURCHASER OF CARRIER'S SERVICES request. The certificate will include all General Liability, Automobile Liability, Motor Truck Cargo and certain other coverage where necessary. At the Purchaser of CARRIER'S services request, they will be shown as a certificate holder.

143. LIABILITY ASSUMPTION AND LIMITS

A. Excess Valuation Coverage, Single Load.

Articles of extraordinary value, as defined below, will be accepted for shipment or as premiums accompanying other articles, providing the PURCHASER OF CARRIER'S SERVICES requests excess liability assumption as provided. Articles tendered with an invoice value exceeding \$100,000 or \$10.00 per pound per package, whichever is less, will be considered to be of extraordinary value. Such articles will not be accepted for transportation unless the PURCHASER OF CARRIER'S SERVICES requests excess

liability assumption. Articles inadvertently accepted with an invoice value exceeding \$100,000, but without excess coverage, will be considered to have been released by the PURCHASER OF CARRIER'S SERVICES at \$10.00 per pound per package.

1. In the event of loss of and or damage to any shipment, CARRIER'S liability will not exceed the maximum liability of \$100,000.00 per incident unless the PURCHASER OF CARRIER'S SERVICES has requested excess liability coverage prior to shipment.

2. If the PURCHASER OF CARRIER'S SERVICES desires to tender a shipment requiring CARRIER liability in excess of \$100,000.00, the PURCHASER OF CARRIER'S SERVICES must indicate in writing on the bill of lading at the time of shipment the total dollar amount of excess coverage requested. The maximum excess liability is \$900,000 per shipment, for a total of \$1,000,000.00.

3. CARRIER will assess an additional charge of \$150.00 for every \$100,000.00 in value up to a maximum of \$900,000.00 in additional coverage. Minimum charge of \$150.00. Such charge is in addition to the freight charges otherwise accruing to the shipment. Charges are to be paid by the party responsible for payment of the otherwise applicable freight charges.

B. Excess Valuation Coverage, Blanket Coverage.

1. Blanket Certificates for liability assumption above Standard Limits will be provided under conditions that will allow for a surcharge for the payment of the additional coverage.

2. The issuance of the certificate will be by the Chief Executive Officer and will be subject to review for commodity identification, volume of business and other factors that may impact the level of coverage.

C. Additional Liability Assumption

1. Named Insured Certificates will be approved by the Chief Executive Officer.

The request will be reviewed to assess the commodity, the volume of business and the type of risk involved in the business. A surcharge will be assessed against the account depending on the type of exposure the coverage brings.

144. RECONSIGNMENT OR DIVERSION

A. Definitions of Reconsignment or Diversion: For the purpose of this rule, the terms "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

1. A change in the name of the consignor or consignee.

2. A change in the place of delivery within the original destination point.

3. A change in the destination point.

4. Relinquishment of a shipment at point of origin.

B. Conditions:

1. Requests for reconsignment must be made in writing or confirmed in writing. The CARRIER must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.

2. CARRIER will make a diligent effort to execute a request for reconsignment but will not be responsible if such service is not effected.

3. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the CARRIER before reconsignment will be made.
4. Only entire shipments, not portions of shipments may be reconsigned.
5. An order for reconsignment of a shipment moving under uniform bills of lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed or exchange.

C. Charges:

1. If a reconsignment occurs prior to tender of delivery the charge will be \$25.00 plus 125% of the original quoted rate to the reconsignment point. Minimum charge \$100.00.
2. If a reconsignment occurs after tender of delivery the charge will be \$250.00 plus 125% of the original quoted rate to the reconsignment point. Minimum charge \$250.00.

D. Where request is made by the Purchaser of CARRIER'S services, before a shipment has left CARRIER'S terminal at point of origin for return of a shipment to the original place of shipment, or delivery thereof to another CARRIER at point of origin, or relinquish possession to the Purchaser of CARRIER'S services or another CARRIER at CARRIER'S terminal, such service will be subject to a charge of \$150.00 per shipment.

145. REDELIVERY

A. When a shipment is tendered for delivery and through no fault of the CARRIER such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions.

1. If one or more additional tenders or final delivery of the shipment are made a minimum charge of \$250.00 per vehicle will be made for each such tender and for the final delivery
2. All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of the CARRIER, by the party or parties requesting redelivery before the shipment is redelivered.

146. SORTING AND SEGREGATING

A. Upon instructions of the PURCHASER OF CARRIER'S SERVICES, CARRIER will sort or segregate freight into individual lots and place such segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the PURCHASER OF CARRIER'S SERVICES for receipt of freight within or adjacent to the vehicle. The charge for this service shall be \$1.50 per 100 pounds; subject to a minimum charge of \$250.00 per shipment which shall be in addition to all other charges assessed and the Purchaser of CARRIER'S services or party requesting the service should be responsible for payment of the charge..

147. STOP-OFF CHARGES

A. Shipments subject to truckload rates and truckload minimum weights, received from one shipper at one point at one time for one consignee at one destination and covered by one bill of lading, may be stopped for partial loading and or partial unloading, subject to the following provisions:

1. Each stop-off is limited to one placement of the truck.
2. Stop-offs for partial loading or partial unloading will not be permitted on shipments moving "In Bond" or where Section 7 of the bill of lading has been executed.
3. The substitution of freight for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.
4. All of the component parts of a shipment must be loaded and in transit before any stop is made for partial unloading.

B. Each stop for either partial loading or partial unloading, but not both on the same shipment, will be subject to a stop-off charge of \$75.00 per stop, excluding the stops for initial pick-up and final delivery.

C. A vehicle transfer charge of \$55.00 will be assessed for each transfer of a vehicle from one loading or unloading site to another.

D. Line-haul charges will be determined as follows:

1. Shipments will be rated as if the entire shipment moved from each place where any portion of the shipment is picked up to each place where any portion of the shipment is delivered and the highest of such charges will apply to the entire shipment. In determining charges, apply rates in effect on date of shipment from point of origin.

2. Point to Point Rates (Specific Commodity Rates): If the total distance from initial origin to final destination via the stop-off point or points exceeds 105% of the shortest route mileage from initial origin to final destination, or if the route movement, by virtue of the content of hazardous materials, or because of over-weight or over-dimension, or the closing or prohibition of use of bridges, tunnels, or highway section by any public authority, that distance in excess of 105% will be charged at \$2.00 per mile, but total freight charges to be not less than provided in D1. above.

3. Distance Commodity Rates: Charges on shipments stopped for completion of loading or partial unloading shall be assessed on the basis of the applicable truckload rate and minimum weight (or actual weight if greater). The mileage to be used to determine the charge is the mileage from the original point via the stop-off points determined via the order of stop-off(s) as loaded for delivery by the Purchaser of CARRIER'S services. The greatest mileage between any point of loading and any point of unloading will determine initial origin and final destination.

E. Conditions:

1. Consignor must prepay all charges and only one freight bill will be issued for the entire shipment. However, charges may be collected when they are guaranteed by the consignor and so noted on the bill of lading at the time of shipment. All charges to be collected from the consignee at final destination.

2. When bill of lading requires stop-off to unload a component part of the shipment and CARRIER is unable during business hours to effect delivery of such freight at the point of place of stop-off, that undelivered portion of such shipment shall then be subject to rules and regulations governing unclaimed freight, storage and delivery of freight, to the extent that services are applicable.

3. Except where shipment consists of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each piece or package in any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by the consignor in such manner that each lot of freight intended for delivery at a particular point or place of stop-off will be readily distinguishable from all other freight in the shipment.

4. For CARRIER'S convenience, any portion of the shipment may be picked up, transported, or delivered, in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.

5. Arrangements for any stop-off service provided in this item must be made with the CARRIER before shipment, or any portion thereof, is tendered for transportation.

6. The entire portion of shipment to be picked up must be available for pickup at time of tender.

7. The PURCHASER OF CARRIER'S SERVICES must tender the part lots in the order required by the CARRIER.

8. The party or parties authorized and designated by the PURCHASER OF CARRIER'S SERVICES to accept or tender freight at a point or place of stop-off may be the same or other than the billed PURCHASER OF CARRIER'S SERVICES.

9. The bill of lading shall designate the following:

(a) Stop-off point or points and places.

(b) The weight, quantities, marking and description of articles to be loaded or unloaded.

(c) The name and address of the party authorized to tender freight or to accept freight for unloading at point or place of stop-off.

148. STORAGE

A. Freight held in CARRIER'S possession by reason of an act or an omission of the PURCHASER OF CARRIER'S SERVICES, or owner, or for customs, clearance or inspection and through no fault of the CARRIER, will be considered stored immediately and will be subject to the following provisions.

1. Storage charges on freight awaiting line haul transportation or on undelivered freight after arrival notice has been given, will begin the day freight is received by the CARRIER for storage.

2. Freight placed on company equipment and not moving will be considered to be in storage.

3. Freight stored in CARRIER'S possession will be assessed the following charges.
- (a) \$25.00 per hour, 24 hours per day, 7 days per week, minimum charge \$250.00.
 - (b) Storage charges under this item will end when CARRIER is enabled to deliver or transport the freight as a result of action by the Purchaser of CARRIER'S services, consignor owner or customs official.
 - (c) When CARRIER does place the freight in a public warehouse, a minimum charge of \$150.00 will be made in addition to the applicable warehouse charges, and CARRIER shall have no further liability with respect to any loss or damage to the cargo placed in storage.

149. TEAM DRIVER

When requested by the PURCHASER OF CARRIER'S SERVICES, an extra driver will be furnished at the rate of \$1.00 cents per mile in addition to all other published charges. The bill of lading must bear the notation "Team Driver Requested".

150. TENDERED AS A TRUCKLOAD

- A. All shipments tendered to CARRIER will be considered as truckload unless otherwise specified and approved.
- B. Shipments will be accepted only on a prepaid basis unless otherwise specified and approved.

151. TENDERED AS LESS-THAN-TRUCKLOAD

- A. Shipments tendered as Less-than-truckload will require special pricing.
- B. Shipment moving under this provision will be accepted either on a prepaid basis or collect basis if Section 7 of the Bill of Lading is not executed.

152. UNNAMED POINTS OR TERMINAL AREA

- A. Rules and regulation, published in this tariff, will apply from and to points named in this tariff, as well as from and to places within the limits specified below:
 - 1. If the point of origin or destination is an unincorporated community, all places within two and one-half miles by air line of the post office of the same name in such unincorporated community if the community has a population of less than 2,500; within four miles if it has a population of 2,500 but less than 25,000; and within five and one-half miles if it has a population of 25,000 or more.
 - 2. If the point of origin or destination is an incorporated community at any place within the corporate limits, and places as defined. With population of less than 2,555 at any place not more than two miles from the base municipality. With population of 2,500 or more but less than 25,000 at any place not more than three miles from the base municipality. With population of 25,000 or more but less than 100,000 at any place not more than four miles from the base municipality. With population of 100,000 or more at any place not more than five miles from the base municipality.
 - 3. Population figures to be used are those determined by the latest US Census Bureau Census, as shown in the standard Rand McNally.

153. UNSAFE OPERATION

A. Nothing in this tariff shall be construed as making it binding on the part of the CARRIER to receive freight for destination to which, on account of conditions of roads, it is impracticable to operate trucks, or to make deliveries at location at destination stations to which location, account of condition of streets or roadways it is impracticable to operate trucks. In such latter cases notice shall be given the Purchaser of CARRIER'S services and delivery made at terminal depot, or at other practicable location.

154. VEHICLES FURNISHED BUT NOT USED.

A. When CARRIER upon receipt of a request to pick-up a shipment and CARRIER has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of the CARRIER, the vehicle is not used, a charge of \$225.00 per vehicle will be assessed against the consignor making such request.

B. When a CARRIER is requested to deadhead a vehicle to a point of origin designated by the PURCHASER OF CARRIER'S SERVICES and such vehicle is furnished and not used due to no fault of the CARRIER, a charge for each vehicle of \$1.65 per mile subject to a minimum charge of \$250.00 will be assessed against the party making such request. The mileage will be computed from the trucks last known location. Mileage to be determined by use of HBG Mileage Guide 13 ICC HGB 100-B, supplements thereto or reissues thereof.

C. Upon arrival of the vehicle with power unit, the consignor will have free time of 60 minutes to inform CARRIER the vehicle will not be used. If CARRIER is detained beyond 60 minutes, a charge of \$125.00 per hour or fraction thereof per vehicle will be assessed in addition to other applicable charges provided herein.

155. WEIGHT VERIFICATION

CARRIER will verify the weight of any shipment upon request by the PURCHASER OF CARRIER'S SERVICES. Such verification will only be made while in the custody of the CARRIER. A charge of \$50.00 per shipment or per vehicle will be made for furnishing such verification. This charge is to be paid by the party requesting the service.

156. WEIGHTS – GROSS WEIGHTS

A. Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.

B. All and any packaging, dunnage or securement material will be included in the weight of the shipment.

C. Materials required to secure a shipment beyond the normal truck equipment of tarps, straps and chains and the Purchaser of CARRIER'S services will provide load locks.

D. If additional materials are required to be provided by the CARRIER the cost of that material will be reimbursed a rate of 130% of purchase price plus \$25.00 per hour labor for the time required to acquire the material.

E. When the bill of lading does not accurately reflect the gross weight of a shipment, the CARRIER can adjust the gross weight to reflect the actual shipment weight. Such adjustments must be supported by certified scale tickets and charges as applicable to the increased gross weight will be applied.

F. When the CARRIER is detained at any federal, state or local government facility due to overweight, and the bill of lading does not accurately reflect the gross weight of the shipment, the Purchaser of CARRIER'S services will be liable for the cost of any citations issued to the CARRIER as a result, plus the costs associated with the repositioning or unloading of the shipment to facilitate achieving legal weight.

(1) When CARRIER is required to dispatch a second unit to assist in repositioning or unloading of a shipment, the charge for this service will be \$2.00 per mile, with mileage computed from the point of dispatch to the location of the federal, state or local facility where the original equipment is detained, subject to a minimum charge of \$250.00.

(2) The labor charge for the repositioning or unloading of such a shipment shall be at the rate of \$25.00 per hour or fraction thereof, per man and shall apply in addition to charges assessed in paragraph F (1) above.

(3) Excess materials not able to be retained as part of the original shipment as a result of federal, state or local weight restrictions, shall be transported at a flat rate of \$2.00 per mile with a minimum charge of a\$550.00.