ORIGINAL **Tariff No. 100-B**

TITLE PAGE

MAVERICK TRANSPORTATION, LLC (“Carrier”)

RULES / ACCESSORIALS TARIFF

TRUCKLOAD SERVICE

RULES, REGULATIONS AND CLAIMS PROCEDURES
FOR MOTOR CARRIER SERVICES

BETWEEN

POINTS IN NORTH AMERICA (EXCEPT MEXICO)

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

ISSUED March 19, 2018 REVISED November 12, 2025

ISSUED BY
John Culp
President

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Item 10: APPLICATION OF TARIFF AND BILL OF LADING

The provisions of this Tariff, as amended, shall apply to services provided by Carrier in interstate, intrastate and/or foreign commerce between points in North America, except that the provisions of this Tariff shall not apply to any services or transportation provided in Mexico. The provisions of this Tariff may be waived in a written agreement signed by Carrier and a Customer. For purposes of this Tariff, the term “Customer” shall mean any entity responsible for requesting that Carrier provide services governed by this Tariff, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services.

Unless expressly disclaimed by a written agreement signed by Carrier and Customer, this Tariff shall apply to all services provided by Carrier that are otherwise within the scope of this Tariff (including services performed pursuant to a short form rate confirmation or “spot” move agreement which such agreement does not specifically disclaim the provisions of this Tariff) and the terms and conditions of Carrier’s standard bill of lading shall apply notwithstanding the use of any other bill of lading or shipping document. If there is a conflict between the terms and conditions of this Tariff and the terms and conditions on any air bill, manifest, label, bill of lading, or other transit documentation, the terms and conditions of this Tariff, as amended, modified, changed, or supplemented, will control.

Item 20: MILEAGE

Mileage shall be calculated using the most current version of Rand McNally (Shortest Miles)

Item 30: NOTICE AND AMENDMENTS

Upon written request, Carrier will provide a Customer with copies of all applicable rules circulars and rates.

When this Tariff is amended by revised pages, the cancellation of prior pages will be effected by means of this item. A revised page will not show a cancellation notice for the prior version. A revised page takes effect at 12:01 A.M. Eastern Time as of the Effective Date shown thereon, and cancels any and all uncancelled revised or original pages, or uncancelled portions thereof.

Item 100: RATES AND SCHEDULES

Rates and schedules may be published in rate catalogues or sheets, on a shipper specific basis or pursuant to a spot market rate quotation. Rates and service quotations are good faith estimates based upon information provided to Carrier, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of this Tariff.

Item 110: PAYMENT

Absent a written waiver by Carrier or contractual specification to the contrary, all freight transportation and related charges are due and payable within fifteen (15) days of delivery of shipment, or in the event of a cancelled move, within fifteen (15) days of the date of the scheduled delivery.

Item 120: DELINQUENT ACCOUNTS

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

Item 130: ADDITIONAL COSTS

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

Item 140: LIEN RIGHTS

Carrier shall have a possessory lien on shipments and any proceeds therefrom in its dominion and control for the payment of any amounts due and owing to carrier. In addition, to the extent permitted by applicable law, Carrier will have a general lien on any goods that have come or will come into its possession, and on any proceeds thereof, for any and all charges due and owing to carrier regardless of whether those charges related to the goods or proceeds against which the general lien is enforced.

Item 200: APPLICATION OF ACCESSORIAL CHARGES

In addition to line haul or base transportation rates, unless otherwise agreed in writing, the accessorial charges and fees set forth herein or otherwise agreed upon by Carrier and Customer shall govern.

Item 210: LOADING AND UNLOADING

Rates in this Tariff contemplate loading of cargo by the consignor and unloading by the consignee, except that if the Customer, consignor or consignee requests that Carrier furnish outside labor to load or unload, all charges for such outside labor will be passed through to Customer, who will be billed of actual time of outside labor. If the driver or any other Carrier personnel is requested to assist with loading and/or unloading, a charge of $100.00 per hour, or fraction thereof, will be assessed in addition to all other applicable charges.

Item 220: DETENTION

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

Type of Equipment	Total "Free Time" Allowance for Loading and Unloading Combined	Charge per each 15 minutes or fraction thereof in excess of "Free Time"
Trailer Only	24 hours free	$75.00 per day
Trailer With Power	2 hours free	$25.00

b) Time per vehicle shall begin upon notification by driver to the consignor or consignee that the vehicle is available for loading or unloading, and end upon completion of loading or unloading and receipt by driver of a signed bill of lading or delivery receipt.

c) When shipments are stopped for either partial loading or partial unloading service, or both, one hour free time for each stop will be added to the total "Free Time" allowed.

Item 230: FUEL SURCHARGE

Absent Carrier's written waiver, a fuel surcharge shall be applied. The calculated fuel cost is determined using the U.S. Absent Carrier's written waiver, a fuel surcharge shall be applied. The calculated fuel cost is determined using the U.S. Department of Energy's Energy Information Administration U.S. National Average On-Highway diesel fuel price published each week. Adjustments, if any, in surcharges will be made effective for shipments picked up the calendar day following the calendar day of publication of each week's price. The surcharge shall be applied and utilize the criteria established hereing regardless of whether shipments are entirely within the U.S., involve the U.S. and Canada, or entirely within Canada. Fuel surcharges will be applied to any/all mileage related charges, and should prices rise to $5.05/gallon or above, Carrier will implement an extended surcharge.

Cost Of Fuel Fuel Range (Dollars Per Gallon)	Tractor Surcharge (Cents Per Mile)
$ 1.100 $ 1.149	$ -
$ 1.150 $ 1.199	$ 0.016
$ 1.200 $ 1.249	$ 0.027
$ 1.250 $ 1.299	$ 0.037
$ 1.300 $ 1.349	$ 0.048
$ 1.350 $ 1.399	$ 0.058
$ 1.400 $ 1.449	$ 0.069
$ 1.450 $ 1.499	$ 0.080
$ 1.500 $ 1.549	$ 0.090
$ 1.550 $ 1.599	$ 0.101
$ 1.600 $ 1.649	$ 0.111
$ 1.650 $ 1.699	$ 0.122
$ 1.700 $ 1.749	$ 0.133
$ 1.750 $ 1.799	$ 0.143
$ 1.800 $ 1.849	$ 0.154
$ 1.850 $ 1.899	$ 0.164
$ 1.900 $ 1.949	$ 0.175
$ 1.950 $ 1.999	$ 0.186
$ 2.000 $ 2.049	$ 0.196
$ 2.050 $ 2.099	$ 0.207

Cost Of Fuel Fuel Range (Dollars Per Gallon)	Tractor Surcharge (Cents Per Mile)
$ 2.100 $ 2.149	$ 0.217
$ 2.150 $ 2.199	$ 0.228
$ 2.200 $ 2.249	$ 0.239
$ 2.250 $ 2.299	$ 0.249
$ 2.300 $ 2.349	$ 0.260
$ 2.350 $ 2.399	$ 0.270
$ 2.400 $ 2.449	$ 0.281
$ 2.450 $ 2.499	$ 0.292
$ 2.500 $ 2.549	$ 0.302
$ 2.550 $ 2.599	$ 0.313
$ 2.600 $ 2.649	$ 0.323
$ 2.650 $ 2.699	$ 0.334
$ 2.700 $ 2.749	$ 0.345
$ 2.750 $ 2.799	$ 0.355
$ 2.800 $ 2.849	$ 0.366
$ 2.850 $ 2.899	$ 0.376
$ 2.900 $ 2.949	$ 0.387
$ 2.950 $ 2.999	$ 0.398
$ 3.000 $ 3.049	$ 0.408
$ 3.050 $ 3.099	$ 0.419

Cost Of Fuel Fuel Range (Dollars Per Gallon)	Tractor Surcharge (Cents Per Mile)	Cost Of Fuel Fuel Range (Dollars Per Gallon)	Tractor Surcharge (Cents Per Mile)
$ 3.100 $ 3.149	$ 0.429	$ 4.100 $ 4.149	$ 0.645
$ 3.150 $ 3.199	$ 0.440	$ 4.150 $ 4.199	$ 0.656
$ 3.200 $ 3.249	$ 0.451	$ 4.200 $ 4.249	$ 0.667
$ 3.250 $ 3.299	$ 0.461	$ 4.250 $ 4.299	$ 0.678
$ 3.300 $ 3.349	$ 0.472	$ 4.300 $ 4.349	$ 0.689
$ 3.350 $ 3.399	$ 0.482	$ 4.350 $ 4.399	$ 0.700
$ 3.400 $ 3.449	$ 0.493	$ 4.400 $ 4.449	$ 0.711
$ 3.450 $ 3.499	$ 0.504	$ 4.450 $ 4.499	$ 0.722
$ 3.500 $ 3.549	$ 0.514	$ 4.500 $ 4.549	$ 0.733
$ 3.550 $ 3.599	$ 0.525	$ 4.550 $ 4.599	$ 0.744
$ 3.600 $ 3.649	$ 0.535	$ 4.600 $ 4.649	$ 0.755
$ 3.650 $ 3.699	$ 0.546	$ 4.650 $ 4.699	$ 0.766
$ 3.700 $ 3.749	$ 0.557	$ 4.700 $ 4.749	$ 0.777
$ 3.750 $ 3.799	$ 0.568	$ 4.750 $ 4.799	$ 0.788
$ 3.800 $ 3.849	$ 0.579	$ 4.800 $ 4.849	$ 0.799
$ 3.850 $ 3.899	$ 0.590	$ 4.850 $ 4.899	$ 0.810
$ 3.900 $ 3.949	$ 0.601	$ 4.900 $ 4.949	$ 0.821
$ 3.950 $ 3.999	$ 0.612	$ 4.950 $ 4.999	$ 0.832
$ 4.000 $ 4.049	$ 0.623	$ 5.000 $ 5.049	$ 0.843

Item 240: SPECIAL PERMITS OR FEES

Any fees paid to any Federal, State or Municipal Government or Canadian Authority, or any subdivision thereof for special permits as may be required in connection with such movement will be added at a cost plus 10% of such cost.

Item 250: TOLLS

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

Item 260: TRANS-BORDER FEE: CANADA
A fee of $100.00 will be charged on all shipments that a) pick up in the U.S. and deliver in Canada,

b) pick up in Canada and deliver in the U.S., c) pick up in the U.S. and trip-through Canada making delivery in the U.S., and d) pick up in Canada and trip-through the U.S. making delivery in Canada. No such fee will be charged for intra-Canada moves.

Item 270: VEHICLE FURNISHED BUT NOT USED

When an order is canceled after a vehicle has already been dispatched with pickup orders, fees will be charged at the applicable one-way rate based on the type of equipment ordered for all miles from the point of dispatch to point of pickup times the applicable rate per mile, and subject to a minimum charge of $500.00.

Item 300: CARRIER LIABILITY AND RELEASED VALUE

a) Carrier's liability for loss, damage, or destruction to cargo transported shall be that of a motor carrier as set forth in the Carmack Amendment currently codified at 49 U.S.C. § 14706 (Carmack), as amended from time to time, regardless of whether transport is interstate or intrastate, or involves foreign commerce. Unless a higher value is declared by the shipper in accordance with the provisions herein and the additional freight charges applicable to such declaration have been paid, Carrier's liability for loss or damage as to any shipment shall not exceed $100,000 per trailer or conveyance.

b) Declaring values in excess of $100,000.
   i. Carrier must be notified at the time it agrees to transport cargo that a value in excess of $100,000 (but in any event, not exceeding $250,000.00) will be declared, and the amount that will be declared. The released value shall be valid (meaning Carrier's $100,000 limitation of liability shall apply) unless Carrier has agreed in writing signed by an authorized representative to accept the cargo at the declared value. In order request such additional liability, the shipper, consignor, broker, or consignee must contact Carrier at (501) 955-1251 and make such request. If Carrier agrees to accept the additional liability, Carrier will provide a signed rate confirmation sheet acknowledging Carrier's acceptance of increased liability and reflecting additional charges as set forth below. Carrier's driver is not an authorized representative of Carrier for purposes of this provision, meaning that declaration of value on the bill of lading at the time of tender, without complying with the remaining provisions of this Item, is an insufficient method of declaring value.
   ii. The declared value must be clearly stated as such on the face of the bill of lading. iii. A charge of $500.00, in addition to all other charges, shall be assessed.
   iv. Declared values in excess of $250,000.00 shall not be accepted, and in the event shipper attempts to declare a value in excess of $250,000.00 per trailer or conveyance, Carrier's liability shall continue to be limited to $100,000 per trailer or conveyance.

c) In no event shall Carrier's liability exceed the lesser of the actual value of the cargo or the declared value.

d) Used or Reconditioned Equipment The foregoing notwithstanding, Carrier's cargo liability on used or reconditioned equipment is limited to the lesser of the cost of repair, cost to replace, actual value, released value or declared value. In any event, Carrier cargo liability for such goods is limited to $5.00 per pound per item up to $100,000.00 per trailer or conveyance unless excess value is declared and obtained in accordance with the foregoing provisions. Regardless of valuation, Carrier's liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit, and will not be liable for any claims of diminished value or any other value not specifically set forth herein. The charge will be $1000.00 for declared over $100,000.00 with a maximum limit of $250,000.00 valuation permissible. Shipments which unknowingly involve used or reconditioned equipment will still be governed by these terms regardless of other terms arranged. Freight will be considered reconditioned freight if it has been in previous service and was later reconditioned, regardless of the percentage or value of the new, unused, or reconditioned parts added during the reconditioning processes.

e) The value of shipments involving documents (including checks, bonds, stock certificates, or any other negotiable or non-negotiable instrument), records and data records, without limitation as to the type, including but not limited to electronic or paper hard copy, shall be limited to the value of the actual media upon which it is contained. Further, no costs, expenses, or claims of any nature will be assumed or accepted which is associated with the replication, duplication or recreation of lost data or documentation. For example, in the case of paper documents the value shall be limited to the value of the paper.

f) Regardless of commodity shipped or valuation, all transportation charges must be paid in full before any settlement for a claim for loss or damage will be made. No payor or other party with an interest in a shipment may deduct or offset any cargo loss, damage, or delay claims from any freight charges owed to Carrier. Carrier reserves the right, at its sole discretion, to either credit an account or provide an actual refund for any sums determined to be owed by Carrier.

g) The valuation as determined by the provisions of this item shall be the maximum liability in connection with a shipment of the specific cargo, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper’s responsibility to prove actual damages. Exposure to and risk of any loss in excess of the released value provisions or declared value provisions as provided for in this item is assumed by the shipper.

Item 310: FILING OF CARGO CLAIMS

a) Claims in writing required. Claims for loss, damage or injury to cargo must be filed in writing, as provided in subparagraph (b) below, and as otherwise may be required by law, the terms of the bill of lading, the Shipper Agreement, and all tariff provisions applicable hereto.

b) Minimum filing requirements. A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date delivery should have been made: (1) containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, or injury, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

c) Documents not constituting claims. Notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents will not be considered by Carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

d) Claims filed for uncertain amounts. Whenever a claim is presented against Carrier for an uncertain amount, such as “$100 more or less,” Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.

e) Concealed damage claims. When damage to contents of a shipping container is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to Carrier upon discovery and a request for inspection by Carrier's representative made by consignee. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier. If more than fifteen (15) days pass between date of delivery of shipment by Carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it shall be the obligation of the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier. While awaiting inspection by Carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

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

Item 320: INVESTIGATIONS OF CARGO CLAIMS

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

Carrier reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim. Regardless of the foregoing, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct.

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

Item 330: ACKNOWLEDGMENT OF CLAIMS

Carrier will, upon receipt in writing of a proper claim in the manner and required, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by Carrier unless Carrier will have paid or declined such claim in writing within 30 days of the receipt thereof. Carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim as filed, may have revealed.

Item 350: PROCESSING OF SALVAGE

Whenever baggage or material, goods, or other property transported by Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon.

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

Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, Carrier will record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

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

Item 400: CLAIMS FOR OVERCHARGE, UNDERCHARGE OR DUPLICATE PAYMENT

a) "Overcharge" means an overcharge as defined in Section 49 U.S.C. § 14704(b). It also includes duplicate payments and unidentified payments as hereinafter defined when a dispute exists between the parties concerning such charges.

b) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.

c) "Unidentified payment" means a payment which a carrier has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.

d) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.

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

Item 410: FILING, DOCUMENTING, AND PROCESSING CLAIMS

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

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

Item 420: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES OR DUPLICATE PAYMENTS NOT SUPPORTED BY CLAIMS

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

Item 500: LIABILITIES NOT ASSUMED

CARRIER SHALL NOT BE LIABLE, REGARDLESS OF THE ACTUAL OR ALLEGED NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF CARRIER, ITS EMPLOYEES, CONTRACTORS, OR UTILIZED INDIVIDUALS OR BUSINESS ENTITIES, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, REGARDLESS OF WHETHER CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

Item 510: COD SHIPMENTS

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

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

b) The following, with the words "Collect on Delivery" must appear prominently and legibly on the bill of lading:

COLLECT ON DELIVERY $___________ and remit to:
Name:______________________________________
Address: ____________________________________

c) Only one COD amount may be shown and may not be subject to change dependent upon time or condition of payment.

d) The charge for collecting and remitting the amount of each COD bill will be 1.5% of the COD amount, subject to a minimum charge of $25.00 per shipment.

e) Carrier's responsibility for C.O.D. payment is limited to the exercise of reasonable care and diligence in forwarding the check or money order to the consignor, or to such other party as may be designated by the consignor as the payee, within 15 business days after receipt by Carrier.

f) Carrier assumes no liability whatsoever for COD payments that default, without exception or limitation, for any reason whatsoever, including but not limited to those that default due to a lack of funds, credit exceeding established limits, erroneous, forged, counterfeit, stolen or fraudulent checks, drafts, currency, credit card or voucher.

Item 520: FORCE MAJEURE EVENTS

Carrier shall not be liable for any failure to perform, including failure to timely perform, services under this tariff where such failure is wholly or partially due to an Act of God, War, Fire, Weather, Explosion, Riot, Civil Commotion, Act of Terrorism, Restriction by Government or other Authority, Strikes, Lock Outs, Failure of Suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control, or which could not be reasonably anticipated by Carrier.

Item 530: APPOINTMENTS

Carrier agrees to accept, transport and deliver a shipment in accordance with safe and legal practices. It is the intent of Carrier to meet the reasonable delivery expectations of a shipment upon acceptance of such shipment. In no event shall a time quotation be considered a guarantee of delivery time.

Item 540: IMPRACTICABLE OPERATIONS

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

Item 550: LIMITATION OF SIZE AND WEIGHT

The obligation to accept articles for shipment shall be subject to capacity, type of vehicle, facilities, equipment, and to requirements of law or ordinances limiting to or regulating the transportation of property or use of vehicles or facilities. In those circumstances where the lading exceeds legal weight restrictions requiring special permits, or the commodity being transported is over dimensional and requires special permits, Carrier is not obligated to accept any such shipments, but may agree to do so in exchange for increased freight charges which shall be evidenced on a rate confirmation sheet prepared by Carrier and signed by both Carrier and Shipper prior to acceptance of shipment.

Item 560: WARRANTIES

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

Item 570: NON-WAIVER

Failure by Carrier to apply or enforce the provisions of its Tariff(s), service guides, standard operating procedures, terms and conditions, or requirements shall not be considered a waiver of its ability to enforce application of such on any past, current, or future transportation services provided.

Item 580: PACKAGING, MARKING AND PAPERWORK

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

Item 610: PIER DELIVERIES

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

Item 620: RECONSIGNMENT OR DIVERSION

Shipments may be diverted or reconsigned upon instructions from Customer, and Carrier’s applicable prevailing Tariff mileage rates from point of original destination to reconsignment destination will be applied and added to the original shipment mileage charges.

Item 630: REDELIVERY

When a shipment is consigned to businesses, warehouses and other generally recognized receiving locations, and the Carrier vehicle is capable of making delivery and through no fault of Carrier such delivery cannot be accomplished, applicable detention charges will be assessed, with credit for any applicable free-time given, until delivery is made, subject to a maximum of ten (10) hours detention per calendar day, regardless of whether or not Carrier’s vehicle remains on the consignee premises or departs from said premises while waiting (a) to deliver on the consignees next regularly scheduled business day or (b) to deliver at a re-designated time as instructed by a consignee representative. If redelivery is to a location other than original consignee location, detention charges will accrue as provided for herein until carrier receives instruction to deliver to a new consignee location. An additional charge based upon mileage and vehicle furnished will also be assessed for all miles from the original consignee location to the newly designated consignee location, provided however, that if redelivery is to a location within the confines of the same plant, compound or facility grounds, no additional mileage charges shall apply but in lieu thereof a stop-off charge of $75.00 shall be assessed.

Item 640: RETURN, REJECTED AND DAMAGED SHIPMENTS

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

Item 650: SPECIALIZED SERVICES AND/OR EQUIPMENT

Upon request, Carrier may provide the following services and/or equipment. Carrier will not be responsible to provide special and/or extra equipment or perform accessorial services if not specifically requested to do so prior to the tender of the shipment. If prior arrangements for specialized services and/or equipment are not made with the carrier, carrier reserves the right to refuse such shipment. Customer may however, at its own risk, choose to unload the shipment and wait for the required equipment to be furnished. Requests for special equipment and/or services must be noted on all shipping orders, bills of lading, and/or electronic media. The following charges shall be in addition to all other lawful transportation and related charges.

NY Metro Surcharge		Applicable on freight delivering to zips 100-104, 110-119
	$ 600.00	For legal weight and dimensional shipments
	$ 700.00	For overweight and overdimensional shipments
Tarp Charge	$ 75.00	Per legal dimension load on flatbed or stepdeck trailer. Fee will apply on all loads requested to by partially or fully tarped.
	$ 100.00	Per load if at the request of the shipper or consignee a load has to be untarped and then re-tarped

Item 660: STOP-OFF IN TRANSIT: LOADING / UNLOADING

a) Shipments may be stopped in transit for the purpose of partial loading and/or unloading. One (1) hour additional free time will be given for each such in transit stop.

b) The rate to be assessed shall be the rate applicable from point of origin to point of final destination (See Note).

c) The initial pickup stop and the final delivery stop are not subject to stop-off charges. For all other stops for partial loading or unloading, the charge shall be $150.00 for first stop, $200 for second stop and $250 for third stop, $300 for fourth stop and increasing by $100.00 for each additional stop.

d) On shipments where the charges are collect or prepaid but not a combination of both, and shipper or consignee requests separate billing per stop-off, the carrier will divide the total applicable revenue of such shipment by the number of stops, and the result will be the charges for each billed stop.

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

Item 670: STORAGE RIGHTS

On refused, rejected or other shipments where Carrier is unable to deliver a shipment or part of a shipment to its intended final destination, Carrier's liability as a warehouseman shall begin immediately upon receipt of such cargo at a warehouse owned or operated by Carrier. At its sole option, Carrier may deposit the cargo in a public warehouse or storage facility under the consignee's, and/or shipper's name so that storage fees do not accrue against Carrier.

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

Item 700: SHIPPER BILL OF LADING / AIRWAY BILLS / PAPERWORK

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

Item 710: SUBCONTRACTING RIGHTS

When Carrier transports a shipment over any portion of the route thereof on a vehicle operating under Carrier's for-hire motor carrier authority, Carrier shall be deemed to be operating pursuant to its for-hire motor carrier operating authority. When necessary to honor service commitments, or otherwise meet customer expectations, Carrier may, in its sole discretion, arrange for the entire transportation to be performed by third party carriers and/or logistics providers, in which case, Carrier will be operating pursuant to its property broker authority. In such cases, services will continue to be governed by the provisions of this Tariff. The foregoing notwithstanding, if Carrier tenders a shipment to its affiliated brokerage entity, Maverick Logistics, LLC, then all such services will be governed by the provisions of the Rules and Accessorial Tariff maintained by Maverick Logistics, LLC and available at www.maverickusa.com and not by the provisions of this Tariff.

Item 720: VEHICLE USED TO TRANSPORT CUSTOMER TRAILER

All such moves are considered to be round-trip moves, even if the Customer trailer is only transported one-way. As Carrier is requested or required to provide power to transport a Customer trailer, charges will be $2.00 per mile with a minimum charge of $700.

Item 730: GOVERNING LAW AND JURISDICTION

This agreement shall by governed by and construed in accordance with the law of the State of Arkansas. The parties hereby submit to the exclusive jurisdiction of the federal and state courts in the State of Arkansas located in Pulaski County in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.