

Yoke

**YOKE GROUP LLC
(MC-56100)**

TARIFF

**RULES, REGULATIONS, AND CHARGES
APPLICABLE TO
ALL SHIPMENTS MOVING BETWEEN ANY POINTS
WHEN TENDERED TO
OR
TRANSPORTED BY
YOKE GROUP LLC**

**Issued by:
Josh Klebanoff
763 W 41ST STE G
Miami, FL 33140**

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SECTION I- RULES

ITEM 100 – DEFINITIONS

When used in this tariff, the term “Provider” refers to the company named on the title page that is responsible for performing or arranging the transportation of freight.

The term “Shipper” also refers to the “Consignor”, meaning the party that contracts with the Provider for transportation services.

All monetary amounts described in this tariff are stated in United States currency.

The phrase “normal business hours” means:

- 7:00 a.m. to 4:00 p.m., Monday through Friday
- 8:00 a.m. to 12:00 p.m. (Noon) on Saturdays

These hours exclude National Holidays and legally recognized holidays in the destination state.

For purposes of this tariff, National Holidays include:

New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ITEM 110 – APPLICATION

To the extent that any subject matter is not expressly addressed in a separate written agreement between the Shipper and the Provider, the rules and provisions of this tariff shall govern.

These rules and rates apply to all shipments handled by the Provider, including:

- Shipments moved on equipment owned or operated by the Provider, and
- Shipments moved under “towaway” arrangements in which the Provider supplies only a tractor and driver to move a customer-owned trailer or towable unit, whether loaded or empty.

The terms of this tariff apply to all shipments, regardless of whether transportation is conducted under the jurisdiction of the Federal Motor Carrier Safety Administration (FMCSA).

ITEM 120 – NON-WAIVER

The Provider's decision not to enforce, or to delay enforcement of, any rule, charge, or provision contained in this tariff with respect to a particular shipment or series of shipments shall not be interpreted as a waiver of the Provider's right to enforce that same rule, charge, or provision at any time—past, present, or future.

A single instance of leniency does not limit the Provider's ability to fully apply all tariff provisions on any subsequent shipment.

ITEM 130 – DISPUTE RESOLUTION

If a dispute arises that cannot be resolved voluntarily between the Provider, the Shipper, the Consignee, or the owner of any goods subject to this tariff, all civil claims relating to or arising from the transportation services shall be resolved exclusively through final and binding arbitration.

Arbitration shall:

- Be conducted in Miami-Dade County, Florida,
- Be administered by the American Arbitration Association, and
- Be governed by Florida law, together with any applicable federal laws, including with respect to interpretation, performance, and the resolution of disputes.

Each party shall be solely responsible for its own attorney's fees incurred in connection with any arbitration proceeding.

ITEM 140 – CANCELLATION OF ORIGINAL AND REVISED PAGES

The Provider may update or amend portions of this tariff from time to time.

Revisions may be issued without prior notice, but no revision will apply to any shipment that is already in transit at the time the change is made.

All revisions will be published through the reissuance of complete pages.

Each revised page will:

- Be assigned a new revision number in sequential order, and
- Automatically replace and void the prior version of that page upon issuance.

ITEM 150 – MILEAGES

All mileage calculations shall be determined using the most current version of PC*MILER, published by ALK Associates.

Mileage will be computed using the “practical route” setting unless otherwise agreed in writing.

These mileage determinations apply to all shipments governed by this tariff.

ITEM 160 – BILL OF LADING- TERMS AND CONDITIONS

Application

All shipments handled by the Provider are governed by the terms and conditions stated herein, except for shipments transported under a Government Bill of Lading, which will supersede these provisions. By tendering freight to the Provider, the Shipper agrees that all property is subject to the rules and obligations contained in this tariff.

Provider Liability

General Liability Standard

Except as otherwise provided in this tariff, the Provider shall be liable, in accordance with motor carrier law, for loss or damage to cargo occurring while the goods are in its custody.

No Guarantee of Schedule

The Provider does not guarantee transportation:

- By any specific schedule or timeline,
- For any particular market or delivery window,
- Except that the Provider shall transport shipments with reasonable dispatch.

Exclusions From Liability

The Provider shall not be responsible for loss, damage, or delay caused by:

- Acts of God

- Public enemies
- The exercise of legal or governmental authority
- Strikes, riots, civil unrest
- The inherent nature, defect, or vice of the goods
- Quarantine or embargo
- Any act, omission, negligence, or error of the Shipper, Consignor, or cargo owner

The Provider is also not liable for loss or damage attributable to any inherent defect in the property itself.

Limits of Liability

The Provider's maximum liability for loss, damage, or delay shall be governed by the limitations published in the Provider's tariff, available on its website. These limits may include:

- A per-pound limitation,
- A per-shipment maximum, or
- Other limitations explicitly stated in the tariff.

Higher levels of liability may be obtained only if the Shipper arranges such coverage with the Provider in writing prior to shipment and agrees to any related surcharges.

Used or Reconditioned Goods

For used or refurbished items, the Provider's liability is restricted solely to upset damage.

Exclusion of Consequential Damages

The Provider is not responsible for:

- Special
- Indirect
- Incidental
- Punitive
- Exemplary
- Or consequential losses

including (but not limited to):

- Market fluctuation losses
- Lost sales
- Missed appointments
- Lost profits
- Business interruption
- Customer penalties

- Removal, installation, or labor charges

Insurance Benefit

If cargo insurance held by the claimant covers the loss, the Provider is entitled to the benefit of such insurance, provided that:

- The Provider reimburses the claimant for up to one year of the insurance premium,
 - Not to exceed the amount of the claim.
-

Method of Transportation

To accomplish delivery or for its own operational convenience, the Provider may:

- Use the services of other motor carriers, contract carriers, or transportation providers,
- Move the shipment via any route it deems appropriate, including indirect routes.

If transportation involves carriage by water, the liability of the carrier performing the water segment shall be determined by:

- The terms of that water carrier's bill of lading, and
- Applicable laws and regulations governing waterborne transportation.

Hazardous or Dangerous Goods

The Shipper is fully responsible for identifying and disclosing hazardous, dangerous, or explosive materials. The Shipper must provide the Provider with written notice at least twenty-four (24) hours in advance specifying:

- The exact nature of the goods
- Any relevant handling requirements
- Any regulatory classifications

If such goods are tendered without prior written notice:

- The Provider may place the freight into storage at the Shipper's or owner's sole risk and expense, or
- Dispose of the goods as necessary, without obligation to compensate the owner.

The Shipper must indemnify and hold the Provider harmless from all losses, fines, penalties, damages, or expenses arising from the improper tender or nondisclosure of hazardous materials.

Accuracy of Weights

The Shipper is responsible for ensuring that the weight stated on the Bill of Lading is accurate. The Shipper must reimburse the Provider for all costs incurred due to incorrect weight declarations, including:

- Government fines and citations
- Costs required to offload a portion of the shipment
- Storage charges for freight removed to resolve overweight conditions
- Additional transportation charges to move freight removed from the Provider's vehicle

If a shipment must be partially offloaded to remedy an overweight condition, the Provider may require the Shipper to:

- Retrieve the offloaded portion, and
- Arrange alternative transportation

This obligation does not reduce the Shipper's responsibility to reimburse the Provider for all costs incurred.

Section 7 Endorsements & Payment Liability

The Provider does not accept Section 7 (non-recourse) endorsements.

Accordingly:

- The Shipper remains fully liable for all freight charges and lawful fees.
- The Shipper may designate another party to pay the charges by indicating that party on the face of the Bill of Lading.
- The Provider may require payment before delivery, but its decision not to do so does not release the Shipper from responsibility if the designated payer fails to pay.

The Provider may also pursue the receiver or any other responsible party, but this does not reduce the Shipper's underlying liability.

Responsibility for Property After Arrival or Tender

If the consignee does not receive the property:

- Within any free-time provided by law or tariff,
- After the Provider has issued notice of arrival, and

- After the Provider has tendered the shipment for delivery,

then the Provider may, at its option:

1. Retain the shipment on its vehicle, in a dock, warehouse, or facility, subject to
 - Storage charges, and
 - The Provider's liability as a warehouseman; or
2. Remove and store the property in a public or licensed warehouse at the owner's cost and risk.

In either case, the shipment remains subject to a lien for all freight and lawful charges, including:

- Storage fees
- Handling charges
- Any related expenses

If the consignee cannot be located at the delivery address:

- The Provider will mail notice of warehouse placement to the address listed for the consignee and any additional notification addresses appearing on the Bill of Lading.

Refused or Unclaimed Non-Perishable Shipments

If a non-perishable shipment is refused upon tender, or is not claimed within 15 days following notice of arrival:

- The Provider may sell the goods at public auction to the highest bidder.

Before the sale:

- The Provider must notify the Shipper that the shipment was refused or unclaimed and may be sold.
- The Provider must publish notice of the pending sale, describing the property and identifying the consignee, once per week for two consecutive weeks in a newspaper of general circulation in the place of sale.

At least 30 days must elapse between the date the Provider notifies the Shipper of refusal/non-claim and the date the first sale notice is published.

Proceeds from the sale will be applied to:

- Freight charges
- Storage fees
- Advertising costs
- Costs of handling, care, and sale

Any remaining balance will be paid to the owner.

Refused or Unclaimed Perishable Shipments

If a perishable shipment is refused or not promptly received:

- The Provider may sell the goods at private or public sale in a manner intended to prevent deterioration and protect all interested parties.

If time allows:

- The Provider will attempt to notify the Shipper or owner before the sale.

Where circumstances make such notice impracticable, the Provider may dispose of the shipment in any lawful manner necessary to mitigate loss.

Emergency Disposition

If the procedures described above for perishable and non-perishable goods cannot be reasonably performed under the circumstances, the Provider retains the right to dispose of the goods in any lawful manner, consistent with the preservation of value and the mitigation of loss.

Proceeds of Any Sale

If the Provider sells property under the authority described in this item:

1. The proceeds will first be applied toward:
 - Freight charges
 - Demurrage or detention charges

- Storage charges
- Advertising or notice costs
- Expenses of handling, preserving, transporting, or disposing of the goods
- Any other lawful charges incurred

2. Any remaining balance shall be paid to the owner of the goods.

This settlement process applies to all sales conducted pursuant to the tariff, whether for perishable or non-perishable items.

Alterations to the Bill of Lading

Any modification, deletion, or addition to a Bill of Lading must be authorized in writing by:

- An individual listed on the Provider's Contacts page in the published tariff, or
- A corporate officer of the Provider.

Important:

- Provider drivers and driver helpers are not authorized to accept or make changes to any Bill of Lading.
- Their signatures or acknowledgments on altered Bills of Lading do not bind the Provider and are considered void and without effect.
- Non-conforming Bills of Lading or terms not expressly approved in writing by the Provider are not enforceable.

ITEM 170 – BILL OF LADING- CORRECTED

Corrected Bills of Lading intended to change the freight payment terms from Prepaid to Collect will not be accepted after the shipment has been delivered.

A corrected Bill of Lading making this change will also not be accepted if:

- The Shipper has signed Section 7 (or any other non-recourse clause) on the corrected document.

The Provider does not accept Section 7 endorsements under any circumstances.

ITEM 180 – FREIGHT INVOICES- DOCUMENTS

The Provider will comply with reasonable requests from the Shipper, Consignee, or the party responsible for payment regarding any documentation that must accompany the Provider's invoice, provided that such requests are made before the shipment is tendered.

The Provider uses an electronic imaging and document-scanning system. Therefore:

- The Provider will supply imaged copies of requested documents.
- The Provider will not supply original hard-copy documents under any circumstances.

ITEM 190 – DELIVERY SERVICE- WITHOUT RECEIPT

When the Provider is instructed or required to make delivery at a location where no individual is present to sign for the freight:

- The Provider's driver will sign the delivery record on behalf of the consignee, and
- That notation shall serve as valid and binding proof of delivery, and
- The Provider's responsibility for the shipment ends once delivery is completed in this manner.

ITEM 200 MAXIMUM VALUE LIMITATION

The Provider's maximum liability for cargo loss or damage shall not exceed:

- One hundred thousand dollars (\$100,000.00) per truckload shipment,
or
- The applicable per-pound limitation described in this tariff,

whichever amount is lower.

This limitation applies to all shipments unless a higher value is expressly negotiated and confirmed in writing prior to tender, pursuant to the tariff's provisions on increased liability.

ITEM 210 – RELEASED VALUE LIMITATION

All shipments transported by the Provider are subject to a released value of \$1.50 per pound, unless otherwise specified in this tariff.

Shipments consisting of used or reconditioned goods are subject to a reduced released value of ten cents (\$0.10) per pound.

The Provider will accept shipments declared at a higher value only if:

1. The Shipper makes prior arrangements with
 - an officer of the Provider, or
 - an individual listed on the Contacts page of this tariff, and
2. The increased valuation and any related surcharge are agreed to in writing before the shipment is tendered.

The released value is applied per package (using the net weight of each shipping package) or per loose article when not packaged. For partial loss or damage within a package, the recoverable amount will be:

- The released value per pound multiplied by
- The net weight of the entire package, but not exceeding the actual amount of damage.

ITEM 220 – CUSTOMS CLEARANCE

The Provider does not assume responsibility for arranging, securing, or providing customs clearance for shipments entering or leaving Canada or Mexico. The Provider does not represent that it has expertise in customs procedures and does not offer customs brokerage services.

Shippers are advised to obtain the services of a qualified customs broker for all international shipments. The Provider shall bear no liability for delays, fines, costs, or losses arising from customs-related issues, including improper documentation, clearance delays, or regulatory requirements.

ITEM 230 – MEXICO- SHIPMENTS TO OR FROM

It is understood that motor carriers operating in Mexico typically do not maintain cargo insurance, and that the risk of cargo loss or damage within Mexico is substantially higher than in the United States or Canada. Shippers, consignees, and cargo owners moving freight to or from Mexico are strongly encouraged to obtain their own Mexican cargo insurance to cover loss or damage occurring while the shipment is within Mexico.

The Provider shall not be liable for any loss, damage, or delay involving a shipment moving to or from Mexico unless it can be demonstrated, by clear and convincing evidence, that the loss, damage, or delay occurred outside of Mexico. All cargo loss or damage involving a Mexico movement shall be presumed to have occurred in Mexico unless proven otherwise by the claimant.

If the Provider is found liable for loss, damage, or delay occurring within Mexico, the Provider's liability shall be limited to ten cents (\$0.10) per pound based on the weight of the item lost, damaged, or delayed.

ITEM 240 – IMPRACTICABLE OPERATIONS

The Provider is not required to perform pickup or delivery service at any location where it is impracticable to operate a vehicle due to:

1. The condition of roads, streets, driveways, alleys, or approaches.
2. Insufficient or inadequate loading or unloading facilities.
3. Riots, civil disturbances, acts of God, public enemies, legal authority, or any circumstance that creates a reasonable concern for the safety of persons or property.

When a Shipper, Consignee, or cargo owner requests service that requires the Provider's equipment to leave an improved road or highway for loading or unloading, any damage to the Provider's equipment arising from such movement, loading, unloading, towing, pushing, or winching shall be the responsibility of the requesting party.

For shipments picked up or delivered at locations not situated on improved roads or streets:

- The Provider is not liable for cargo damage occurring while the shipment is being transported on unimproved surfaces.
- The Provider is not responsible for damage to ground surfaces, buildings, landscaping, or any other property encountered during pickup or delivery.

ITEM 250 – LOADING OR UNLOADING

Except where otherwise stated in this tariff, the loading of freight onto the Provider's vehicle shall be performed by the Shipper, and the unloading of freight from the Provider's vehicle shall be performed by the Consignee.

The Provider's pickup and delivery service does not include inside collection or inside delivery when the location is not directly accessible to highway vehicles operated by the Provider.

If special equipment is required to load or unload a shipment, the Shipper or Consignee must supply both the necessary equipment and a qualified operator.

If additional personnel are needed to complete loading or unloading at the request or for the benefit of the Shipper or Consignee, those additional personnel shall also be furnished by the Shipper or Consignee.

When the Provider incurs expenses at the point of origin for loading, or at the delivery location for unloading, a charge will be assessed equal to the expenses charged to the Provider.

ITEM 260 – PROHIBITED COMMODITIES

The Provider will not accept shipments consisting of any of the following: live animals; cash; precious metals; copper; nickel; onions; watermelons; consumer electronics; loose or unpacked household goods; jet engines; tobacco products; firearms; alcoholic beverages other than beer; jewels or jewelry; documents; artifacts; artwork; or furs. If any such prohibited commodities are nevertheless tendered to the Provider, the Provider shall have no liability for the loss, theft, or damage of those goods.

ITEM 270 – PACKAGING – PACKING REQUIREMENTS

All articles tendered for transportation must be prepared or packed in a manner that allows them to be safely handled and moved using ordinary care by the Provider. The Provider may refuse to transport any article that is not in condition for reasonably safe and practical transportation.

If any article is susceptible to damage from exposure to normal atmospheric conditions, the Shipper is responsible for providing adequate protective packaging. This protection must be

supplied by the Shipper and may not rely on tarpaulins or coverings used on the Provider's vehicle.

Except as otherwise provided in Item 290 regarding exclusive use of vehicle, each shipment must be loaded as compactly as reasonably possible based on loading conditions.

ITEM 280 – CONSEQUENTIAL DAMAGES

The Provider shall not be liable for any special, incidental, indirect, or consequential damages. This includes, but is not limited to, crane or rigging expenses, labor costs, forklift charges, late delivery penalties unless expressly provided for in this tariff, changes in the market value of the goods, loss of sale, lost profits, loss of customer goodwill, or lost business opportunities. This limitation applies regardless of whether the Provider had prior knowledge that such damages might be incurred. The Provider's responsibility is limited solely to the actual value of the cargo being transported, subject to the limits of liability outlined in this tariff.

ITEM 290 – EXCLUSIVE USE OF VEHICLE/ EXPEDITED SERVICE

A Shipper may request the exclusive use of the Provider's vehicle for a shipment. Any such arrangement must be agreed to between the Shipper and the Provider, and the Bill of Lading must clearly indicate that exclusive use has been requested. However, an agreement for exclusive use does not guarantee that no other shipper's freight will be placed on or within the same trailer. If additional freight is transported in the trailer, the Provider's charges for exclusive use will not be reduced.

Unless the Shipper has specifically contracted for team drivers—subject to the additional charges described in this tariff—transportation will be performed using a single driver. All service is subject to the limitations of the U.S. Department of Transportation hours-of-service regulations and restricted by the driver's available hours.

ITEM 300 – SPOTTED EQUIPMENT

When the Provider places or "spots" a trailer at a Shipper's facility for loading, the Provider's responsibility for the cargo does not begin until the Provider takes physical possession of the loaded trailer. Likewise, the Provider's responsibility for the shipment ends when delivery is made, or, in the case of spotted equipment at a Consignee's location, when the loaded trailer is placed at the Consignee's premises for its unloading convenience.

ITEM 310 – CARGO CLAIMS FOR LOSS OR DAMAGE

This item applies to every shipment handled by the Provider in intrastate, interstate, or international commerce.

Limitations of Provider Liability

The Provider is not responsible for loss, damage, or delay caused by:

1. An act, omission, or default of the Shipper, owner, or Consignee.
2. The inherent nature, defect, or vice of the goods.
3. Acts of God, public enemies, lawful authorities, quarantines, embargoes, riots, or strikes.

Provider Responsibility

The Provider's responsibility for cargo begins when the goods are loaded into or onto the Provider's trailer in a manner acceptable to the Provider's driver. Responsibility ends when the shipment is tendered to the Consignee and no further action remains for the Provider before unloading.

The Provider is not liable for:

- Damage arising from the Shipper's loading of the freight, or
- Damage arising from the Consignee's unloading of the freight.

Special and Consequential Damages

The Provider shall not be liable for special, incidental, indirect, or consequential damages, including but not limited to:

- Crane or lifting charges
- Labor or installation costs
- Forklift fees
- Late delivery penalties (unless expressly agreed to in advance)
- Market value changes
- Loss of sales or profits
- Loss of customer goodwill
- Business interruption or opportunities

These exclusions apply regardless of whether the Provider was aware such damages might occur. The Provider's liability is limited to the actual value of the cargo, subject to the tariff's liability limits.

Late Delivery Claims

The Provider does not guarantee delivery:

- By a specific appointment time,
- According to a particular schedule,
- Or for any specific market or operational requirement.

The Provider is not liable for late delivery charges or missed appointment fees unless:

1. The Shipper and an officer of the Provider agree in writing before the shipment is accepted, and
2. The Shipper agrees to an additional charge of \$0.50 per mile, with a minimum of \$200.00.

The Provider's maximum liability for agreed late-delivery damages is \$2,500.00 per shipment.

Notations at Time of Delivery

Any notation made by the Consignee on a delivery receipt or Bill of Lading regarding shortage, damage, or other irregularities will not be accepted as binding upon the Provider unless approved by the Provider's general office in Miami, Florida.

Concealed Damage

If damage is discovered after delivery that could not reasonably have been detected at the time of delivery:

1. The Consignee must notify the Provider **in writing or electronically** within ten (10) days of delivery.
2. The Consignee should request an inspection by the Provider at that time.

If the report is made more than ten days after delivery, the burden of proof shifts to the Consignee or claimant to show that the damage occurred while the goods were in the Provider's possession.

Duty to Mitigate

The claimant must take reasonable measures to reduce or mitigate the extent of any loss or damage. A shipment may not be rejected or refused solely because a portion of it is damaged.

The Consignee or Shipper must:

- Accept delivery of undamaged freight, and
- Mitigate the Provider's loss concerning any damaged portion.

A shipment may only be refused if it is determined to be practically worthless.

Filing of Claims

A cargo claim will not be voluntarily paid by the Provider unless it is filed:

- In writing,
- Within the time limits set forth here, and
- In accordance with the Bill of Lading or any other applicable contract of carriage.

Claims must be **received by the Provider within nine (9) months** of:

- The date of delivery, or
- In the case of lost or undelivered goods, within nine (9) months from the date delivery should reasonably have been made.

A written or electronic communication constitutes a valid claim if it:

1. Identifies the shipment or shipments involved,
2. Asserts liability for loss, damage, injury, or delay, and
3. States a specific or reasonably determinable monetary amount.

If claims are handled electronically, procedures must allow reasonable access by the Provider to supporting documents.

The Provider may require any additional documentation it deems reasonably necessary to evaluate the claim, including but not limited to:

- Customer invoices for lost or damaged goods
- Vendor invoices for repair parts or labor
- Work or payroll records supporting labor-related charges
- Travel-related expense documentation

Documents That Do Not Constitute Claims

The following documents alone do not satisfy claim filing requirements:

- Bad order reports
- Inspection reports
- Notations of shortage or damage on delivery receipts
- Appraisal reports
- Freight bills containing irregularity notations

These documents may supplement a claim but do not replace the requirement for a formal written or electronic claim.

Claims Filed for Uncertain Amounts

If a claim is presented for an uncertain or estimated amount, such as “\$100 more or less,” the Provider will:

- Examine the shipment, if delivered,
- Determine the extent of loss or damage to the degree possible,

but will not voluntarily pay the claim until a final, specified amount has been submitted in accordance with this item.

Processing Fees

The Provider is not responsible for administrative fees, processing fees, or similar charges imposed by a claimant for the handling or submission of cargo claims. The Provider is not required to pay such fees under any circumstances.

Acknowledgment of Claims

Upon receiving a properly filed claim, the Provider will acknowledge receipt in writing or electronically within thirty (30) days. The acknowledgment will identify any additional documentation or information the Provider may require based on the initial examination of the claim.

Disposition of Claims

The Provider will:

- Pay,
- Decline, or
- Make a firm compromise offer

within one hundred twenty (120) days after receiving a proper claim.

If the claim cannot be resolved within 120 days, the Provider will advise the claimant in writing or electronically of:

- The claim’s status, and
- The reason for the delay.

Such updates will be provided every sixty (60) days until the claim is resolved. Copies of these communications will be retained in the Provider’s claim file.

Determining Settlement Amounts

When settling a claim for loss or damage involving **new goods**, the Provider will use the invoice cost of the lost or damaged item as the basis for settlement.

For **used goods**, settlement will be based on:

1. Replacement value,
2. Adjusted downward by an appropriate depreciation factor,
3. Resulting in the current actual value of the item.

If the item cannot be replaced or no reasonable replacement exists, the proper measure of damages shall be:

- The original cost of the item,
- Adjusted upward using a consumer price index factor,
- Then reduced by depreciation over the item's average useful life.

Time Limit for Filing Suit

Any lawsuit against the Provider for a claim that has been declined, in whole or in part, must be filed **no later than two years and one day** from the date the Provider issues written notice of disallowance. Failure to file suit within this period bars recovery.

Processing of Salvage

When visible or concealed damage is identified and noted properly:

1. The Consignee must retain the damaged goods and packaging until the Provider determines whether it will take possession of the salvage.
2. If the Provider's investigation confirms liability, it will remove the damaged goods as soon as possible, and no later than sixty (60) days after the damage was noted or reported.
3. If the Provider does not remove the goods within this time, the Consignee must contact the Provider and request removal within fifteen (15) days of that communication.

The above procedures apply only when the Provider and Consignee agree that the Provider will handle salvage disposition. These procedures do not eliminate the Consignee's legal duty to mitigate losses when salvage retains value.

If the Provider disputes liability, the Provider will notify the Consignee. In this situation, the Consignee must retain the goods pending completion of the investigation or may dispose of them in a manner that limits the loss, and then file a claim for any proven damage.

If liability is confirmed, the Provider will remove the salvage within the required timeframe or advise the Consignee to retain the salvage until the claim investigation is complete.

When property transported by the Provider is damaged or alleged to be damaged and is refused or not delivered, the Provider may, after reasonable notice to all interested parties, dispose of the property directly or through a salvage agent. Disposal must be conducted in a manner that fairly protects the interests of all parties.

Offsets for Freight Claims

A claimant may not deduct, offset, or withhold any portion of a cargo loss or damage claim from freight charges owed to the Provider. This prohibition applies whether the claim relates to:

- The shipment involved in the damage claim, or
- Any other shipment moved by the Provider.

The Provider retains sole discretion to determine whether any reimbursement will be issued as an account credit or as a direct refund.

Shipments to or From Mexico

Motor carriers operating in Mexico typically do not carry cargo insurance. As a result, loss or damage involving freight moving to or from Mexico is more common than in the United States or Canada. Shippers, consignees, and cargo owners moving freight into or out of Mexico are strongly encouraged to obtain separate cargo insurance from a Mexican insurer covering loss or damage occurring while the freight is in Mexico.

The Provider shall not be liable for loss, damage, or delay involving a Mexico movement unless the claimant provides clear and convincing evidence that the event occurred outside Mexico. All such losses are presumed to have occurred within Mexico unless proven otherwise by the claimant.

If the Provider is found liable for loss, damage, or delay occurring within Mexico, its liability will be limited to ten cents (\$0.10) per pound based on the weight of the item lost, damaged, or delayed.

ITEM 320 – FREIGHT CHARGES- PAYMENT OF CHARGES

The Provider is not obligated to extend credit to any party. Unless the Provider issues a written waiver or a written contract specifies otherwise, all freight transportation charges and related fees are due and payable within thirty (30) days from the invoice date. In the case of a cancelled move, charges are due within thirty (30) days from the invoice date associated with that cancellation.

If full payment is not received within the stated credit period:

1. A service charge of one and one-half percent (1.5%) of the unpaid balance will be assessed, in addition to all other applicable charges.
2. An additional one and one-half percent (1.5%) charge will apply for each subsequent calendar month, or fraction thereof, during which the balance remains unpaid.

If it becomes necessary for the Provider to employ a collection agency or attorney to recover outstanding freight charges, an additional fee equal to thirty-five percent (35%) of the outstanding amount, or two hundred fifty dollars (\$250.00), whichever is greater, will be charged in addition to all freight and interest charges.

If legal action is required to recover unpaid freight charges, the debtor shall be responsible for all court costs in addition to the charges outlined above.

The Provider reserves the right to withhold shipments from any customer with past-due invoices until the Provider receives payment, in a form acceptable to the Provider, for all past-due amounts as well as for any shipments being held.

Customers must pay all freight charges when due and may not withhold or offset payments for any reason, including claims for loss or damage. All such claims will be handled solely under Item 310.

Whenever the Provider incurs costs as a result of customer requirements, the customer shall be invoiced at 115 percent of all such costs, including fees, repairs, replacements, and any general expenses arising from those requirements.

If a customer elects to pay by credit card, the Provider will apply an additional administration fee of four percent (4%) to the total charges.

ITEM 330 – FREIGHT CHARGES- COLLECTION ON DELIVERY

If the Provider determines that credit cannot be extended to a customer, the Provider may agree to handle a shipment on a Collection on Delivery (C.O.D.) basis. When this occurs, the following rules apply:

1. All C.O.D. arrangements must be agreed to before the Provider picks up the Shipper's freight.
2. Company checks are not an acceptable method of payment for C.O.D. transactions.

3. The acceptable form of payment must be established in advance of loading. Acceptable forms include:
 - Wire transfer
 - Money order
 - Cashier's check made payable to the Provider
 - Credit card (limited to Visa or MasterCard)
 - Any other form approved by the Provider before loading
4. For C.O.D. shipments, the Provider will not unload the freight unless the agreed-upon form of payment is received from the Consignee or Shipper at the time of delivery.
5. If payment is not received at the time of delivery:
 - The Provider will take possession of the freight, and
 - The shipment will remain in the Provider's custody until payment is made.

The Provider shall have a possessory lien on the shipment for unpaid charges.

6. To the extent permitted by law, the Provider also holds a general lien on any goods in its possession—now or in the future—and on any proceeds thereof, for all amounts owed to the Provider, regardless of whether the charges relate to the specific goods being held.
7. The customer is responsible for all warehousing or storage charges incurred while the shipment remains in the Provider's possession due to non-payment. When such charges are incurred, the customer will be invoiced at 115 percent of the Provider's actual costs.

ITEM 340 – FREIGHT CHARGES- THIRD PARTY BILLING

When a shipment is tendered to the Provider by a property broker or any other third-party intermediary, the Provider will invoice that third party for its freight charges. However, if payment is not received within the terms specified in this tariff, the Provider reserves the right to invoice:

1. The Shipper, and
2. In the case of freight-collect shipments, the Consignee,

for any unpaid charges.

In such cases, both the Shipper and the Consignee guarantee payment of all lawful freight charges owed to the Provider, regardless of any agreements they may have with the intermediary.

ITEM 350 – FREIGHT CHARGES- OVERPAYMENTS

If the Provider receives an overpayment or duplicate payment for any shipment, the Provider may apply the overpaid amount to any outstanding invoices or balances owed by the same company that made the overpayment. The Provider may also apply such funds to outstanding balances owed by any of the Provider's affiliates.

If no outstanding balances exist, the Provider will refund the overpayment or duplicate payment within a reasonable period of time.

ITEM 360 – LIEN RIGHTS

The Provider holds a possessory lien on any shipment, and on any proceeds derived from that shipment, while the goods are in the Provider's custody, for the payment of all amounts due and owing to the Provider.

To the extent permitted by law, the Provider also holds a general lien on any goods that have come, or will come, into its possession, and on any proceeds from those goods, for all charges owed to the Provider. This applies regardless of whether the outstanding charges relate to the specific goods against which the lien is being enforced.

SECTION II- ACCESSORIAL CHARGES

ITEM 500 – NEW YORK ARBITRARY CHARGE

Shipments destined wholly or in part for New York, New York—including all points within the boroughs of Bronx, Brooklyn, Manhattan, Queens, Richmond, and Staten Island—and points in Nassau and Suffolk Counties, New York, are subject to an additional charge of \$200.00 per vehicle used. This charge is assessed to offset the increased expenses associated with bridge tolls, turnpike tolls, and productivity losses caused by congestion in these areas.

ITEM 510 – CANADIAN TOLL, CUSTOMS, AND BORDER CLEARANCE FEES

This item applies to shipments that originate in or are destined to Canada, as well as shipments moving between points within the United States that pass through Canada in order to reduce total mileage.

All bridge tolls, customs fees, border inspection or clearance charges, fees for cross-border security services, and any other expenses directly related to the vehicle or shipment crossing the international border shall be charged in addition to all other applicable freight charges. These fees will be billed to the customer at the Provider's actual cost.

ITEM 520 – INSURANCE SURCHARGE

All shipments transported by the Provider are subject to a two percent (2%) insurance surcharge, which is applied to the line-haul portion of the transportation charges.

If the Provider is required to furnish automobile liability insurance—also referred to as public liability and property damage insurance—in an amount greater than \$1,000,000, an additional insurance surcharge will apply. When no written agreement exists specifying the rates for such excess insurance, the surcharge will be calculated at five percent (5%) of the total invoice amount, subject to a minimum charge of \$200.00 per shipment.

ITEM 530 – FUEL SURCHARGE

All shipments handled by the Provider are subject to a fuel surcharge.

The surcharge is calculated on a cents-per-mile basis for loaded miles and applies whenever the national average diesel fuel price exceeds \$1.20 per gallon, as reported by the U.S. Department of Energy. The surcharge is subject to weekly adjustment each Monday, based on the national average diesel price for the prior week.

The fuel surcharge is calculated as:

$(\text{National Average Diesel Price} - \$1.20) \div 5.0 \text{ miles per gallon}$

The resulting figure will be rounded to the nearest full cent per mile. Amounts ending in 0.50 cents per mile will be rounded up to the next whole cent.

Example: If the national diesel price for the previous week is \$3.49 per gallon, the surcharge is calculated as:

$(\$3.49 - \$1.20) \div 5.0 = \$0.458$ per mile
Rounded to \$0.46 per mile.

ITEM 540 – TEAM DRIVER

When requested by the Shipper or Consignee, the Provider will furnish an additional driver, subject to availability. Charges for the extra driver will be assessed at the regular applicable rate plus an additional fifty cents (\$0.50) per mile from the point of origin to the final destination, with a minimum charge of \$150.00 for any 24-hour period or portion thereof, per extra driver.

These charges apply in addition to all other rates and fees provided in this tariff.

ITEM 550 – SATURDAY, SUNDAY AND HOLIDAY SERVICE

When the Provider is requested by the Shipper, Consignee, or third-party bill-to customer to perform a pickup or delivery on a Saturday, Sunday, or National Holiday, an additional charge of \$275.00 will apply for each such pickup or delivery.

ITEM 560 – TARP CHARGE

When the Shipper requests that the Provider fully tarp a shipment with a height of four (4) feet or greater, an additional charge of \$150.00 will be applied.

ITEM 570 – EMPTY MOVEMENT

When a Shipper specifically instructs the Provider to transport an empty trailer or other equipment to a designated location, a charge of \$2.25 per empty mile will apply, subject to a minimum charge of \$250.00. The Shipper must make its request in writing and reference either this item or the \$2.25 per mile rate.

For purposes of this item, the term “empty trailer” includes any type of equipment, such as trucks, trailers, jeeps, or dollies.

Fuel surcharge does not apply to empty movement charges.

ITEM 580 – REEFER (MECHANICAL REFRIGERATION) CHARGE

When the Provider supplies a trailer equipped with mechanical refrigeration (reefer) at the request of the Shipper, an additional charge of \$1.75 per mile will apply. This reefer charge applies to the entire distance traveled, from origin to destination, regardless of whether the refrigeration unit is actively running during any part of the trip.

In addition, a flat charge of \$125.00 will be assessed to cover startup, setup, and handling of the refrigerated equipment.

These refrigeration charges apply in addition to all other applicable tariff charges.

ITEM 590 STRINGING OF PIPES, POLES, RAILS, ETC.

The Provider will perform the stringing of pipeline materials, pole-line materials, steel rail, guide rail, or similar items at a charge of \$75.00 per hour, in addition to all other applicable transportation and accessorial charges.

Any additional labor or specialized equipment required to complete the unloading or stringing operation shall be the financial responsibility of the party responsible for paying the freight charges.

Time charges begin when the Provider's truck arrives during normal business hours at the designated unloading point or other specified location shown on the Bill of Lading. Time charges end when the final piece of material has been unloaded or positioned.

ITEM 600 – WEIGHING SERVICE

When the Provider is requested to weigh a shipment while en route or at destination, a charge of \$50.00 will be assessed for each weighing service performed. This charge is in addition to all other applicable transportation or accessorial charges.

The term "weighing service" includes weighing the vehicle when it is empty or partially empty, and/or weighing the vehicle when it is loaded or partially loaded.

ITEM 610 – REDELIVERY

When, through no fault of the Provider, a shipment cannot be delivered after the Provider tenders delivery or makes a reasonable effort to deliver during normal business hours (see Note A), and

redelivery is requested by the Shipper or Consignee for a later date, an additional charge of \$500.00 will apply for each redelivery attempt.

If the Provider's driver is required to remain in the area and lay over for more than 24 hours due to the inability to complete delivery, an additional charge of \$500.00 will apply for each additional 24-hour period or any fraction thereof.

Note A:

When the Consignee maintains more than one receiving point at destination and the shipping instructions do not specify which receiving point to use, the Provider may tender the shipment at any receiving point located at the billed destination.

ITEM 620 – TRUCK ORDERED, NOT USED

When the Shipper, Consignee, or any other party requests that a vehicle be dispatched to a designated loading point, and the Provider furnishes the equipment but it is not used through no fault of the Provider, a charge of \$1.95 per mile will apply. Mileage will be calculated from the point of original dispatch to the designated loading point and then back to the original point of dispatch. The minimum charge for this service is \$350.00.

ITEM 630 – STOP-OFF FOR PARTIAL LOADING OR UNLOADING

When a shipment requires one or more intermediate stops for partial loading or partial unloading, the Provider will perform such service under the following rules.

If the freight is completely removed from the Provider's trailer at any stop-off location, this item does not apply. In that case, each movement segment occurring before and after the point where the trailer is emptied will be treated and charged as separate shipments under the applicable tariff provisions.

Mileage will be calculated to include all intermediate stop-off points. If the Shipper, Consignee, or bill-to party instructs the Provider to follow a route other than the shortest practical route, mileage charges will be assessed based on the route requested.

The first three stop-offs will be charged at \$75.00 each. Every additional stop-off beyond the first three will be charged at \$95.00 per stop.

All freight charges for the shipment, including stop-off fees, must be billed to a single responsible party. If the Provider is directed to issue billing to more than one party for a stop-off shipment, a charge of \$95.00 will apply to each additional billing.

Any stop made for re-tagging, re-marking, or altering the identification of freight will be treated as a stop-off for loading or unloading and charged under this item.

ITEM 640 – DETENTION

This item applies whenever the Provider's vehicles, including power units, are delayed or detained at the premises of the shipper, the consignee, or any other location they designate, or as near as conditions reasonably permit. The following rules govern detention charges.

Detention charges for loading will be billed to the shipper. Detention charges for unloading will be billed to the consignee. If detention is caused by any party not listed on the Bill of Lading, the party responsible for paying the freight charges will also be responsible for all detention that occurs.

Nothing in this item requires the Provider to pick up or deliver freight outside of its normal business hours. However, this does not restrict the Provider from accepting pickup or delivery appointments outside normal business hours when it chooses to do so.

Detention time begins when the Provider's driver or agent notifies a responsible representative at the pickup or delivery location that the vehicle has arrived and is ready to load or unload. The representative may enter the arrival time on the Provider's detention record. If the representative refuses, the Provider's driver will enter the time, and that entry will be binding.

Detention time ends when loading or unloading is completed. A responsible representative may enter the completion time on the Provider's detention record. If they refuse, the Provider's driver will enter the time, and that entry will be binding.

Time calculations will be made using the normal business hours at the designated pickup or delivery location. If the Provider is permitted to work beyond normal business hours, that working time will also count toward detention. If the Provider cannot complete loading or unloading on the day of arrival and is requested to return on a later day, redelivery charges under Item 610 will apply. No free time allowance will be granted on the return day.

Each shipper and consignee will receive two (2) hours of free time to load or unload a truckload shipment, or one (1) hour of free time for a stop-off shipment. After free time expires, detention charges apply at the following hourly rates, per hour or fraction thereof:

Equipment type — Charge per hour or fraction thereof

- Tractor (power unit only) — \$75.00
- Tractor and trailer, up to 6 total axles — \$100.00
- Tractor and trailer, 7–8 total axles — \$125.00
- Tractor and trailer, 9 or more total axles — \$200.00
- Escort vehicles for over-dimension shipments — \$40.00

If the Provider is asked to drop a trailer without its tractor, the Provider will apply the same detention rates listed above for the first four (4) hours of detention. For each hour thereafter, the detention rate will be reduced by ten percent (10%) for every additional hour the trailer remains dropped.

ITEM 650 – COLLECT ON DELIVERY (C.O.D.) SHIPMENTS

When the Provider is requested to handle a shipment on a Collect on Delivery (C.O.D.) basis, the following conditions will apply.

All C.O.D. requests must be communicated to the Provider before the shipment is picked up. The Provider will not honor C.O.D. instructions added after the freight has been tendered.

The Provider will not accept company checks as payment for C.O.D. shipments. Acceptable forms of C.O.D. payment include certified funds, money order, cashier's check payable to the Provider, or other forms expressly authorized in advance by the Provider. Credit card payment may be accepted only when approved by the Provider prior to delivery.

The Provider will not complete delivery or unload the freight until the required C.O.D. payment is received. If payment is not made at the time of delivery, the Provider will retain possession of the freight and return it to its terminal or other secure location. The Provider shall maintain a possessory lien on the shipment for all charges due, including transportation charges, any accrued storage charges, and all other lawful fees.

A general lien also applies to any other goods of the same customer that are in the Provider's possession, securing all outstanding amounts owed to the Provider, regardless of whether the charges relate to the particular goods being held.

Storage, redelivery, or other accessorial charges incurred as a result of nonpayment will be the responsibility of the customer requesting the C.O.D. service.

ITEM 660 – DIVERSION IN TRANSIT

When the Provider is asked to change the delivery location before the shipment has been presented to the original consignee, it will make a reasonable effort to comply with the request. However, the Provider does not guarantee that such a diversion can be performed. A diversion of only part of a shipment is not permitted.

If a diversion is successfully carried out, the mileage charge applied will be whichever is greater: the mileage rate to the originally intended destination or the mileage rate to the final destination.

Mileage will be computed from the point of origin, then to the location where the Provider's driver receives notice of the diversion, and finally to the new delivery point.

An additional fee of \$75.00 will apply for each diversion in transit. All other applicable tariff charges will continue to apply to shipments diverted under this rule.

ITEM 670 – RECONSIGNMENT

When the Provider is asked to change the delivery destination after the shipment has already been presented to the original consignee shown on the Bill of Lading, it will attempt to honor the request; however, the Provider will not be liable if the reconsignment cannot be completed. Before the Provider will carry out a reconsignment, all charges that have accrued on the shipment must be paid or fully guaranteed to the Provider's satisfaction.

If the new delivery point is within five (5) miles of the original destination, a charge of \$95.00 will apply. If the shipment was originally tendered to the consignee during normal business hours and delivery to the new consignee cannot be made the same day for reasons not caused by the Provider, redelivery charges under Item 610 will also apply. Detention charges under Item 640 will apply from the time of arrival at the original consignee until the reconsignment order is issued.

If the new destination is more than five (5) miles but not more than fifty (50) miles from the original destination, the charge will be \$95.00 plus \$2.50 per mile from the original consignee to the new destination. If the shipment was presented to the original consignee during normal business hours and the delivery to the new consignee cannot be completed the same day due to no fault of the Provider, redelivery charges under Item 610 will apply. Detention under Item 640 will accrue from the time of arrival at the original consignee until the shipment is unloaded.

If the new destination is more than fifty (50) miles from the original destination, the charges will be assessed as though the Provider were transporting a new shipment, using the rates in Section III of this tariff. A minimum charge of \$495.00 applies. Detention charges under Item 640 will apply from the time of arrival at the original consignee until the freight is unloaded. There will be no additional charge for redelivery when the Provider can complete delivery the following calendar day. If delivery cannot be made the next day due to reasons not caused by the Provider, redelivery charges under Item 610 will apply.

ITEM 680 – STORAGE CHARGES

When property is not taken by the party obligated to receive it within the free time allowed, after proper notice of arrival has been issued and the freight has been placed for delivery, the Provider may hold the goods in its vehicle, a public warehouse, or its place of business. While held, the freight will be subject to storage charges and the Provider's limited liability as a warehouseman.

All such freight will also be subject to a lien for all freight charges and any other lawful charges due, including storage.

If the consignee cannot be located at the delivery address, the Provider will mail notice to the delivery address, and to any additional notification address shown on the Bill of Lading, advising that the freight has been placed in storage.

Freight charges for transporting a shipment to storage under this item will be assessed from the attempted delivery location to the storage facility at the rates published in Section III of this tariff, with a minimum charge of \$400.00.

If the Provider is instructed to return the shipment to the point of origin, freight charges will be assessed from the attempted delivery point back to the shipper, according to the rates published in Section III. These charges are in addition to the original freight charges from the point of origin to the point of attempted delivery.

Storage charges begin on the date the freight is placed into storage and continue until the freight is removed. All storage charges must be paid before the Provider releases the shipment from storage.

Storage at a public warehouse, or any facility not owned or operated by the Provider, will be billed at the Provider's actual cost, including any handling charges for unloading and reloading. The Provider will make reasonable efforts to ensure such charges are customary, but cannot guarantee the lowest possible rate.

Storage at a facility owned or operated by the Provider will be charged as follows:

Off-Loading charge, maximum weight of any single piece 10,000 lbs. or less	\$150.00
Re-Loading charge, maximum weight of any single piece 10,000 lbs. or less	\$150.00
Off-Loading charge, maximum weight of any single piece 10,000 lbs. or greater	\$250.00
Re-Loading charge, maximum weight of any single piece 10,000 lbs. or greater	\$250.00
Storage charge, per month or fraction thereof, inside storage	\$750.00
Storage charge, per month or fraction thereof, outside storage	\$550.00

ITEM 690 – OVERDIMENSION/OVERWEIGHT CHARGES

Shipments containing articles that exceed any of the following dimensions—50 feet in length, 8 feet 6 inches in width, or 8 feet 6 inches in height—will be assessed charges according to the following schedules.

WIDTH		
OVER	NOT OVER	% OF APPLICABLE RATE TO BE CHARGED SHALL BE
8' 6"	9'	120%
9'	10'	130%
10'	12'	145%
12'	14'	175%
14'	15'	200%
15'		300%

HEIGHT		
OVER	NOT OVER	% OF APPLICABLE RATE TO BE CHARGED SHALL BE
8' 6"	10'	120%
10'	12'	160%
12'	13'	180%
13'	14'	225%

LENGTH		
OVER	NOT OVER	% OF APPLICABLE RATE TO BE CHARGED SHALL BE
50'	55'	125%
55'	65'	150%
65'	70'	175%
70'	75'	200%

Additional Charges:

If a shipment is overdimension in more than one direction (such as both width and height), the charge will be based on the dimension producing the highest percentage rate, plus an additional 15% of that calculated charge. For example: a shipment 11 feet wide, 9 feet high, and legal length with a base mileage rate of \$4.25 would be rated as:

$$\$4.25 \times 145\% \times 115\% = \$7.09 \text{ per mile.}$$

Shipments that cause the Provider's vehicle to exceed 80,000 pounds gross vehicle weight (GVW) will incur an additional 2% of the otherwise applicable rate for each 1,000 pounds, or fraction thereof, over 80,000 pounds.

If a customer requests a lower trailer than required to remain within legal height limits—such as for doorway clearance or to reduce the shipment's center of gravity—the Provider may charge based on the maximum height the trailer could legally accommodate.

The applicable base rate used for these calculations is specified in Item 810 of this tariff.

ITEM 700 –PERMITS AND ESCORTS- OVERDIMENSION SHIPMENTS

When the size or weight of a shipment requires a route survey—whether mandated by any governmental authority or deemed necessary by the Provider for safe transportation—the Provider will arrange for the survey at the expense of the shipper or cargo owner. If the shipper or owner declines to authorize the survey, the Provider is not obligated to transport the shipment, and all costs for any special hauling permits will remain the responsibility of the cargo owner. Charges for route surveys will be based on the total mileage traveled by the survey vehicle from origin to destination, including any indirect routing that may be required.

The Provider will pass through the actual costs it incurs for survey services to the party responsible for line-haul freight charges. These survey charges are subject to:

- A minimum of \$350.00 for each 24-hour period or portion thereof,
- A per-diem of \$85.00 for each night the survey vehicle remains away from its home terminal, and
- A charge of \$200.00 for each day the survey vehicle is unable to travel for any reason.

When special hauling permits are required because of a shipment's dimensions or weight, the Provider will bill the permit costs to the party responsible for the line-haul freight charges. These costs may include a fee of up to \$30.00 per state for permit-service processing, or up to \$75.00 per state for shipments designated as "super loads," unless the actual cost exceeds those amounts, in which case the actual cost applies.

When escorts or flagmen are required due to a shipment's size or weight, the Provider will invoice the actual amounts paid for these services to the party responsible for paying the transportation charges. Escort-related charges are subject to:

- A minimum of \$350.00 per 24-hour period or fraction thereof for each escort vehicle or flag person,

- A per-diem of \$85.00 for each overnight period spent away from the home terminal, and
- A charge of \$200.00 per day for any day the Provider is unable to travel.

These requirements apply to all classifications of escorts, including commercial escort services, police escorts, and bucket-truck utility escorts.

If an overdimension or overweight load must travel via ferries, toll bridges, toll roads, or toll tunnels—whether required by the Provider or any government agency—those charges will be billed to the party responsible for the line-haul transportation costs.

SECTION III- RATES

ITEM 800 – RATES- APPLICATION

When rates have not been established with the Provider through a written agreement, the rates contained in this tariff will apply.

The rates set out in this section apply to any quantity of freight tendered to the Provider.

Lower, less-than-truckload (LTL) rates are available only when specifically agreed to in writing by the Provider before the shipment is tendered.

ITEM 810 – RATES- LEGAL DIMENSION AND LEGAL WEIGHTS

The rates charged by the Provider for transporting any acceptable commodities are listed below:

LOADED MILES | RATE PER MILE

0–500 miles | \$5.25

501–1000 miles | \$4.75

Over 1000 miles | \$4.25

NOTES

The minimum charge is \$800.00 for any shipment moving between points within the United States, and \$950.00 for any shipment moving between points in the United States and points in Canada.

Shipments that are overdimension or overweight will also incur additional charges as outlined in Section II of this tariff.