

GROENDYKE TRANSPORT, INC.

MC-111401

GRTT TARIFF NO. 101

RULES, ACCESSORIAL CHARGES, AND COMMODITY DESCRIPTIONS

BETWEEN

**POINTS IN THE UNITED STATES (except Hawaii)
IN INTERSTATE DOMESTIC OR FOREIGN COMMERCE; AND
BETWEEN POINTS IN THE UNITED STATES (except Hawaii) AND
POINTS IN CANADA IN FOREIGN COMMERCE;**

AND

IN INTRASTATE COMMERCE

**GROENDYKE TRANSPORT, INC.
2510 ROCK ISLAND BLVD.
P.O. BOX 632
ENID, OKLAHOMA 73702**

CHECK SHEET OF ITEMS

All of the items contained in this tariff are listed consecutively by title or number and revision date.

ITEM	REVISION DATE	ITEM	REVISION DATE
TITLE	11/1/2018	270	11/1/2018
CHECK SHEET	11/1/2018	280	10/15/2019
TABLE OF CONTENTS	11/1/2018	290	10/15/2019
20	11/1/2018	292	11/1/2018
30	11/1/2018	300	11/1/2018
40	11/1/2018	320	11/1/2018
50	11/1/2018	330	11/1/2018
60	11/1/2018	335	11/1/2018
70	11/1/2018	340	10/15/2019
80	11/1/2018	345	12/01/2019
90	11/1/2018	350	11/1/2018
105	11/1/2018	365	11/1/2018
110	11/1/2018	367	11/1/2018
120	11/1/2018	370	11/1/2018
122	11/1/2018	380	11/1/2018
123	11/1/2018	500	11/1/2018
125	10/15/2019	510	11/1/2018
130	11/1/2018	520	11/1/2018
140	11/1/2018	530	11/1/2018
145	11/1/2018	540	11/1/2018
147	10/15/2019	545	11/1/2018
150	11/1/2018	550	11/1/2018
151	11/1/2018	551	11/1/2018
155	11/1/2018	552	11/1/2018
160	11/1/2018	555	11/1/2018
165	11/1/2018	560	11/1/2018
170	11/1/2018	570	11/1/2018
175	11/1/2018	580	11/1/2018
180	11/1/2018	590	11/1/2018
185	11/1/2018	600	11/1/2018
190	11/1/2018	610	11/1/2018
210	11/1/2018	620	11/1/2018
220	11/1/2018	630	11/1/2018
240	11/1/2018	680	11/1/2018
245	11/1/2018	700	11/1/2018
246	11/1/2018	750	11/1/2018
250	11/1/2018	800	11/1/2018
260	11/1/2018	5000	11/1/2018

TABLE OF CONTENTS

SUBJECT	ITEM
Abbreviations, Explanation of	5000
Advance Loading	30
Application of Tariff	40
Application of Rates for Distance in Excess of that Shown in Distance Scale	50 55
Barreling (Drumming) Service	
Bills of Lading	60
Claims	70
Cleaning	80
Collection of Charges	90
Commodity Descriptions	
• Anhydrous Ammonia	500
• Asphalt, & Asphalt Commodities	510
• Heavy Distillates, VIZ.:	520
• Natural Gasoline & Similar Commodities	530
• Gasoline	540
• Aviation Gasoline	545
• Light Distillates, VIZ.:	550
• Biodiesel	551
• Ethanol, Motor Fuel	552
• Jet Fuel	555
• Propane	560
• Butane & Similar Commodities	570
• Lubricating Oil & Similar Commodities	580
• Crude Oil	590
• Dry Fertilizers	600
• Liquid Fertilizer & Similar Commodities	610
• Flour	620
• Mill Feeds (Dry) VIZ.:	630
• Molten Sulfur	680
• Hard to Handle Commodities	700
• Liquid Commodities NOIBN	750
• General Commodities NOIBN	800
Compartmented Trailer Charge	105
Computation of Freight Charges	110
Contamination or Mixture of Products	120
Customs Surcharge - Export Mexico	122
Customs Surcharge - Canada/Alaska	123
Deadhead Mileage	125
Definition of a Shipment	130
Detention of Equipment	140
Detention, Layover Charges	145
Detour	147
Distances, Method of Computing	150
Territorial Description	151
Diversion and Reconsignment	155

TABLE OF CONTENTS

SUBJECT	ITEM
Equipment Ordered But Not Used	160
Equipment Preparation	165
Equipment, Substitution of	170
Expedited	175
Fractions, Disposition of	180
Governing Publications	20
Heat In Transit/Heat Exchangers	185
Hose Charge	190
Loading or Unloading	210
Loading and/or Unloading Rail Cars	220
Mixed Shipments in Compartmented Semi-Trailers	240
Operating Rights	245
Out of Allocation	246
Permits, Special	250
Pick-Up and Delivery Service	260
Pumping or Air Pressure Service	270
Redelivery	280
Rejected Shipments	290
Responsibility, Shipper and Consignee	300
Shipments Intercepted in Transit and Returned to Origin	320
Special Services Rule	330
Special Trailer Equipment	335
Spotting of Trailers & Truck Tractors used for Spotting	340
Steam Heating Service	345
Stop-Off for Partial Loading and/or Unloading	350
Taxes, New Mexico Gross Receipts and Municipal	365
Third Party Billings	367
Tolls	370
Weighing and Weights	380

20 **GOVERNING PUBLICATIONS**

Except as otherwise provided, tariffs making reference hereto, are governed by the following described publications or software, and by supplements thereto or reissues thereof:

PC*MILER® distributed by ALK Technologies, Inc.

30 **ADVANCE LOADING**

When at Shipper's request, Carrier is required to provide equipment for loading and cannot immediately dispatch the equipment to its destination, applicable charges for detention/layover or trailer spotting (set out) will apply.

40 **APPLICATION OF TARIFF**

The rules and accessorial charges published in this tariff, and in tariffs making reference hereto, apply to the transportation and handling of commodities named herein, between points in the United States (except Hawaii) in Interstate Domestic or Foreign Commerce; and between points in the United States (except Hawaii) and points in Canada in Foreign Commerce; and In Intrastate Commerce.

50 APPLICATION OF RATES FOR DISTANCE IN EXCESS OF THAT SHOWN IN DISTANCE SCALE

Except as otherwise provided, when it becomes necessary to compute the rate for a distance in excess of that shown in the applicable rate scale, the following will apply.

To the rate shown in connection with the greatest distance in the applicable rate scale, add the rate under the same scale for the distance in excess of the greatest distance shown in said scale; the sum of the two rates thus determined will constitute the through rate from origin to destination.

55 BARRELLING (DRUMMING) SERVICE

When it is necessary to unload all or a portion of the commodity transported into barrels, drums or containers (other than bulk storage facilities of no less than the size of one compartment of product in the tank trailer used) a charge of \$150.00 will be assessed for each hook-up of connections requiring movement of carrier's equipment. Charges herein are in addition to all other charges covered by this tariff (see notes).

NOTE 1: Carrier will not be responsible for moving barrels, drums or other moveable containers into position for unloading; nor away from the unloading position after filling. (See Paragraph 1 of this Item for carrier responsibilities).

NOTE 2: Carrier will not barrel or drum commodities classified as "corrosive" liquids, as described in Motor Carriers Explosives and Dangerous Articles Tariff 111-L, American Trucking Associations, Inc., Agent.

NOTE 3: This charge will NOT apply when the unloading point furnishes labor, pump and necessary discharge equipment beyond the pump.

60 BILLS OF LADING

- (1) Upon receipt of freight, it will be the duty of the carrier to immediately examine the commodity offered, and, if found as described, to accept a bill of lading or issue a receipt for each truck load which will show the name of the shipper, point of origin, name of consignee, destination (to include plant or delivery location address), description of commodity, quantity received, and whether freight charges are prepaid or collect. If freight charges are to be collected from anyone other than the consignor or consignee at the address shown on the shipping documents, the correct name and address of the party responsible for freight charges must be shown. When more than one commodity is shipped in a compartmented trailer, the bill of lading or shipping documents must identify the commodity and quantity loaded in each compartment.
- (2) The shipper at loading point must provide the carrier with shipping papers showing the correct commodity description and the correct hazardous materials classification if applicable, of the product to be shipped, pursuant to the Department of Transportation Regulations. Abbreviations must not be used. The shipping paper, as used herein, is any document tendering a shipment to the carrier for transportation. To insure applicable hazardous materials classification of the commodity, or commodities, tendered for shipment, shippers should acquaint themselves with Department of Transportation Regulations.

60 BILLS OF LADING (CONTINUED)

- (3) The shipper must also specify the type of tank trailer specification required for the transportation of hazardous materials, if applicable, and other trailer equipment requirements such as: stainless steel; aluminum; amount of insulation; steam coils; compartments; etc. Requirements for accessorial equipment such as pumps, type and length of hose, type and size of fittings, air compressor, and/or other equipment must be specified when equipment is ordered.
- (4) Upon receipt of the above information, the carrier will advise the shipper the type of equipment and its last contents, if requested. Upon approval from the shipper for loading, the carrier will tender such equipment. When tank trailer or other type equipment arrives at shipper's plant, the shipper shall inspect carrier's trailer. Acceptance of the trailer for loading the commodity to be transported shall be the responsibility of the shipper. Upon shipper acceptance of the trailer equipment for loading, all applicable tariff charges named herein shall apply.
- (5) To insure the assessment of the correct freight charges and avoid infraction of Federal and State Laws, shippers should acquaint themselves with the description of articles in the tariff under which they ship, and commodity descriptions in shipping order and bills of lading should conform to those in the tariff.
-

70 CLAIMS, LOSS AND DAMAGE CLAIMS

All claims for loss or damage or both loss and damage must be submitted by a clear statement in writing and supported by the original invoice.

OVERCHARGE CLAIMS:

All claims for overcharge must be supported by the original invoice. The basis upon which overcharge is claimed will be clearly defined both as to mileage breakdown, where applicable, and rate.

80 CLEANING AND HEEL/WASH WATER DISPOSAL

(Applicable for all Commodities.)

Subject to Notes 1 and 2 and exception shown below, a charge of \$325.00 for single compartment trailers and \$395.00 for multi-compartment trailers will apply per shipment for cleaning and disposal of up to five (5) gallons of product heel. When five (5) or more gallons of any product are left in trailer through no fault of Carrier, a heel disposal charge of \$20.00 per gallon will be assessed in addition to the cleaning charge provided in this item. This charge applies after initial transportation of product and is in addition to all other applicable rates and charges. Charges in this item will be paid by the party responsible for payment of the line-haul freight charges.

EXCEPTION:

A charge of \$570.00 per shipment will apply when a tank trailer has been used for the transportation of a commodity listed in Item #700.

NOTE 1: Charges provided herein do not apply when shipper utilizes the same tank trailer for consecutive shipments in immediate and continuous service, transporting the same or a compatible commodity without cleaning, except that charges herein will apply to the last shipment transported.

80 CLEANING AND HEEL/WASH WATER DISPOSAL (CONTINUED)

NOTE 2: Charges provided herein do not apply when consignor or consignee provides cleaning of the tank trailer and disposal of product heel and wash water at no cost to carrier. Movement of the trailer to or from a cleaning or disposal site designated by consignor or consignee will be subject to a charge of \$2.00 per mile for any out of line deadhead miles.

90 COLLECTION OF CHARGES/EXTENSION OF CREDIT

Carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, money order or certified check, except; upon establishment of a credit account in advance of shipment, carrier may extend credit for 15 calendar days from date of mailed invoice/billing, or from the date of the transmission of standard data by electronic means, when Electronic Data Interchange (EDI) is accepted by mutual arrangement. Electronic Data Interchange and Electronic Fund Transfer transmission will be at the expense of sender.

All charges must be paid by a shipper located in the United States unless SPECIFIC arrangements are made with carrier prior to loading.

Groendyke's policy is that all charges incurred must be paid by our customers. Our customers are responsible for billing third parties for any additional or unforeseen charges resulting from issues caused by the shipper or consignee. Unfortunately, Groendyke does not have the capacity to bill third parties, though additional charges may have arisen due to third party acts or omissions. Because Groendyke does not have a contractual relationship with third parties, it has no rights to enforce against third parties and no remedies if a third party refuses to pay. While we regret any inconvenience to our customers, we are not in a legal position to enforce your contractual rights on your behalf.

105 COMPARTMENTED TRAILER CHARGE

(Applicable only on the transportation of Liquid Chemicals, including Liquid Petro Chemicals.)

When a compartmented trailer is requested or required, a charge of \$200 will be assessed. This charge will be in addition to all other charges and will be paid by the party responsible for payment of the line-haul freight charges.

110 COMPUTATION OF FREIGHT CHARGES

Freight charges will be computed on the basis of the applicable rate as provided herein, multiplied by the amount of freight transported, subject to applicable minimums in individual rate items.

NOTE 1: Shipper's actual scale weight will be used if scales are available. If scales are not available, shipper's estimated weight of each commodity will be used as shown on the Bill of Lading.

NOTE 2: Except as otherwise specifically provided, when charges are based on gallons, the actual gallons used for computation of freight charges will be the gross gallons uncorrected for temperature, but not less than the minimum specified.

120 CONTAMINATION OR MIXTURE OF PRODUCTS

On shipments of bulk commodities shipped in tank vehicles, any contamination or mixture of products must be reported to the carrier in writing within seventy-two (72) hours after delivery of the shipment alleged to be contaminated or mixed with other products.

NOTE: Carrier will not be responsible for any contamination or off-spec product when product is trans-shipped into or from a rail tank car.

122 CUSTOMS SURCHARGE - MEXICO

The rates named in tariffs governed by this tariff do not cover additional costs which are incurred for clearing U.S./Mexico Customs. When carrier transports shipments between the U.S. and Mexico, a CUSTOMS SURCHARGE of \$300.00 will be assessed for each shipment. This charge will be in addition to all other lawful charges and will be paid by the party responsible for payment of the line-haul freight charges.

NOTE: Customs Surcharge includes three (3) days trailer usage in Mexico, after which charges will be assessed at the rate of \$250.00 per calendar day. Any portion, fraction, or segment of a calendar day will be charged the full calendar day rate of \$250.00 for all time consumed, will be applicable until trailer returns to U.S. drop point.

123 CUSTOMS SURCHARGE - CANADA / ALASKA

The rates named in tariffs governed by this tariff do not cover additional costs incurred when clearing U.S./Canadian Customs. When carrier transports shipments between points in the U.S. and points in Canada, or between points in the forty-eight (48) contiguous United States and points in Alaska, a CUSTOMS SURCHARGE of \$300.00 will be assessed each time U.S./Canadian Customs is cleared enroute to destination. This charge will be in addition to all other lawful charges, and will be paid by the party responsible for payment of the line-haul freight charges.

NOTE: Customs Surcharge includes two (2) hours free time each time customs is cleared, after which detention charges will be applicable.

(I)**125 DEADHEAD MILEAGE**

When carrier is requested by shipper to provide transportation service which require more deadhead mileage than loaded mileage, a charge of \$2.20 per mile will be assessed for the excess deadhead mileage. Charges in this item are in addition to all other charges covered by this tariff.

130 DEFINITION OF A SHIPMENT

Except as otherwise specifically provided, the word "shipment" as used in this tariff shall be considered to mean freight loaded on one transporting vehicle on one day by one shipper, covered by one Bill of Lading and consigned to one consignee at one destination. (See Item 350)

140 DETENTION OF VEHICLES

(Applicable EXCEPT when provisions of Item 145 apply)

1. Except as otherwise provided, when through no fault of the carrier, a delay in excess of two (2) hours occurs, either in loading or unloading or in waiting, after carrier's equipment has arrived and is available at the designated point for loading or unloading, charges will be assessed at the rate of \$25.00 per fifteen (15) minute increment. Any portion, fraction, or segment of a fifteen (15) minute increment will be charged the full fifteen (15) minute rate of \$25.00 per fifteen (15) minutes for all time consumed after the second hour.
2. When delivery of any shipment cannot be effected for reasons over which the carrier has no control, the carrier will immediately notify the shipper or consignee and request disposition of the shipment. If disposition is not furnished the carrier within a period of two (2) hours from the time of notice, detention charges will be assessed as provided in Paragraph (1) above, or applicable layover charges will apply as provided in Item 145.
3. Carrier must provide, time of arrival, time loading or unloading commenced and time completed (See Note).
4. Charges in this item are in addition to all other charges covered by this tariff.

NOTE 1:

When Carrier's equipment arrives at stop-off point or final destination before the time of arrival specified on bill of lading, time between actual arrival time and time specified for delivery shall not be construed as detention time, except when carrier's unit is accepted for unloading by the consignee.

NOTE 2:

Asphalt, Asphalt Emulsion, Asphalt Products, Road Oil, Molten Sulfur.
Detention charges will be assessed for all time consumed after 1 hour.

NOTE 3:

Gasoline, Diesel Fuel, Aviation Gasoline, Jet Fuel, Biodiesel, Motor Fuel Ethanol.
Detention charges will be assessed for all time consumed after 30 minutes.

145 DETENTION-LAYOVER CHARGES

1. Layover applies after carrier's equipment arrives for loading and/or unloading, and when due to reasons over which the carrier has no control, the shipper or consignee cannot complete loading and/or unloading at the designated point for loading or unloading, and carrier is requested or required to layover in the vicinity until loading or unloading can be completed at the designated point.
2. Charges will be assessed at the rate of \$25.00 per fifteen (15) minute increment. Any portion, fraction, or segment of a fifteen (15) minute increment will be charged the full fifteen (15) minute rate of \$25.00 per fifteen (15) minutes, subject to a maximum charge of \$800.00 will apply on layovers each day between 5:00 p.m. and 8:00 a.m.
3. Charges will be assessed at the rate of \$25.00 per fifteen (15) minute increment. Any portion, fraction, or segment of a fifteen (15) minute increment will be charged the full fifteen (15) minute rate of \$25.00 per fifteen (15) minutes, will apply on layovers each day between 8:00 a.m. and 5:00 p.m.

NOTE: See Item 140 for detention charges in loading and unloading at the designated point.

147 **DETOUR ROUTES/OUT OF ROUTE MILEAGE**

Charge for detour or out of route mileage exceeding twenty (20) out of line miles will be \$2.20 per detour mile. Charges in this item are in addition to all other charges covered by this tariff.

150 **DISTANCES, METHOD OF COMPUTING**

Subject to the exceptions shown below, distance for rate making purposes, will be computed over the (General) Practical route obtained from the current version of the PC-MILER® using the following options:

- City to City (Chemical loads)
- Address to Address (Refined loads)
- General - Borders open, U.S. Hwy only
- Vehicle Dimensions: 48' Length, 96" or < Width
- 80,000 lb Weight, 5 Axles
- Tolls Enabled, Currency - US Dollars, Conversion Rate 1
- HazMat - Flammable

including supplements thereto and reissues thereof.

EXCEPTIONS:

1. Where State, Federal or Municipal regulations prohibit transportation over the designated route; or where the practical route traverses ferries or barges across a river or body of water; the rate will be determined by computing mileage over the next shortest practical route.
2. When shipments move under specific instructions by the shipper or special permits required by and obtained from a Municipal or State Regulatory Body or Commission, which specifies the routes to be traveled by motor vehicles, the mileage to be used in determining the rate will be that shown in the Mileage application via route specified in special permit.
3. Apply distances from or to the points shown under Column A below when computing distances in connection with distance commodity rates published from and to the points shown opposite under Column B below:

COLUMN A Apply Distances From or To	COLUMN B When Computing Distances From or To
Amarillo, TX	Phillips Pipeline Terminal and Valero Corporation Pipeline Terminal near Amarillo, TX
Borger, TX	Agrium U.S., Inc. Phillips, TX ConocoPhillips Company, Engineered Carbon, Inc., and Sid Richardson Co. facilities near (west of) Borger, TX.

150 **DISTANCES, METHOD OF COMPUTING (CONTINUED)**

4. In calculating distances to, from, or through mileages, between points listed, apply miles shown below.

FROM	TO	MILES
Sheerin, TX	Texhoma, OK/TX	44
Valero McKee Refinery	Texhoma, OK/TX	44

5. The distance between Cloudcroft, NM and the junction of U.S. Highway 82 and U.S. Highway 54 (north of Alamogordo, NM) going west will not be used due to unsafe road conditions.

6. U.S. Highways 550/50 going north from Bloomfield, New Mexico into Colorado can only be traveled as far as Delta, CO with a loaded trailer per CDOT. When hauling a load that needs to be delivered north of Delta, CO, route must be diverted at Durango, CO onto U.S. Highway 160 to Cortez, CO, then north on U.S. Highway 491 to Monticello, UT, then north on U.S. Highway 191 through Moab, UT to Interstate 70 then east back into Colorado. Colorado State Highway 141 will not be used due to unsafe conditions.

7. Highway 550/50 from Durango, CO north to Grand Junction, CO can only be traveled between April 30th through September 30th. Outside of this time period an alternate Route as stated in section 6 must be used.

8. Travel through the Eisenhower Tunnel in Colorado along Interstate 70 is prohibited. Route should be Highway 6 over Loveland Pass via Silverthorne, CO. When calculating for distance, an additional 9 miles will be used for the extra miles traveled.

151 **TERRITORY: DESCRIPTION OF COLORADO PLAINS AND MOUNTAIN TERRITORIES:**

Plains territory shall include that portion of Colorado in the following four defined areas:

Section 1: That portion of Colorado lying on and east of the following described line.

Beginning at a point on the Colorado-Wyoming state line five miles west of U.S. Highway 287, thence south via airline to Masonville; thence south along unnumbered road to junction of same with U.S. Highway 34 (west of Loveland); thence via airline to Lyons; thence via Colorado Highway 7 to Boulder; thence via Colorado Highway 93 through Golden to Morrison; thence via airline to Junction of Colorado Highways 67 and 105 (west of Sedalia); thence via Colorado Highway 105 to Palmer Lake and connection with Interstate Highway 25; thence along Interstate Highway 25 to its junction with Colorado Highway 83; thence via airline distance to junction of county highway approximately 2 miles east of Manitou Springs, including Manitou Springs, Stratton Park District (northwest of Broadmoor District adjoining thereto) and Broadmoor District; thence via Colorado Highway 115 to its junction with U.S. Highway 50; thence via U.S. Highway 50 to Canon City; thence via airline through Wetmore, Beulah and Colorado City to Interstate Highway 25; thence south along Interstate Highway 25 to the Colorado-New Mexico state line.

Section 2: That portion of Colorado on and enclosed by the following described line.

Beginning at Walsenburg, thence west on U.S. Highway 160 to junction with unnumbered highway approximately 5 miles west of Blanca; thence north via unnumbered highway to its junction with Great Sand Dunes National Monument; thence north via airline through Crestone to Poncha Springs; thence south via U.S. Highway 285 to Center; thence west via Colorado Highway 112 to Del Norte; thence west on U.S. Highway 160 to South Fork; thence east on

151 **TERRITORY: DESCRIPTION OF COLORADO PLAINS AND MOUNTAIN TERRITORIES(CONTINUED):**

U.S. Highway 160 to Del Norte; thence east via U.S. Highway 160 to Monte Vista; thence south to the Colorado-New Mexico state line; thence east along the Colorado-New Mexico state line to Interstate Highway 25; thence north on Interstate Highway 25 to Walsenburg.

Section 3: That portion of Colorado on the following described line.

Beginning at U.S. Highway 50 at Canon City west through Salida to Poncha Springs; thence north on U.S. Highway 285 to Buena Vista and on northwest on U.S. Highway 24 to Granite.

Section 4: That portion of Colorado on and enclosed by the following described line.

Beginning at a point on the Colorado-Wyoming state line on Colorado Highways 13 and 789 to Craig; thence east via Colorado Highway 2 and U.S. Highway 40 to the junction of Colorado Highway 131 south of Steamboat Springs; thence via Colorado Highway 131 through Oak Creek, Phippsburg, Yampa, Toponas, McCoy and Bond to junction of Colorado Highway 131, Colorado Highway 4, U.S. Highways 6 and 24 and Interstate Highway 70 at Wolcott; thence east on Colorado Highway 4 and U.S. Highway 24 to Minturn; thence via airline through Aspen and Maher to a point 8 miles east of Montrose on Colorado Highway 6 and U.S. Highway 50; thence via U.S. Highway 50 to the Colorado-Utah state line; thence north on the Colorado-Utah state line to the Colorado-Wyoming state line; thence east along the Colorado-Wyoming state line to the point of beginning.

Mountain Territory shall be defined as follows:

That portion of Colorado other than described as Plains Territory. When a shipment originating in Plains Territory traverses Mountain Territory, following short line miles, the mountain scale of rates will apply even though the final destination is in Plains Territory.

Any shipment that traverses McClure Pass and Douglas Pass shall be considered as Mountain Territory and the mountain scale of rates will apply.

155 **DIVERSION OR RECONSIGNMENT**

Shipments transported under the rates in this tariff may be diverted or reconsigned at origin, in transit (See Note A), or at final destination subject to the following provisions:

1. The term "Diversion" or "Reconsignment" means:
 - (a) A change in the name of consignor or consignee.
 - (b) A change in the destination.
 - (c) Any other instructions given by consignor, consignee, or owner necessary to effect delivery and requiring an addition to or change in billing or additional movement of the motor vehicle (Note B), or both.
2. A request for diversion or reconsignment must be made or confirmed in writing. The original bill of lading must be surrendered or proof of ownership established by other means.
3. When an order under these rules is received by this carrier, diligent effort will be made to locate the shipment and effect the change desired when in the carrier's possession, but carrier will not be responsible for failure to effect the change ordered unless such failure is due to the error or negligence of its employees.
4. A charge of \$100.00 will be made for each truck load diverted or reconsigned under these rules.
5. Except as otherwise provided, the rate to be applied on shipments afforded diversion or reconsignment privileges under these rules will be the distance commodity rate in

155 DIVERSION OR RECONSIGNMENT (CONTINUED)

effect on the date of movement, from point of origin to final destination via the reconsigning point; in the event more than one reconsignment is involved the rate will be computed using practical route mileage over the distance from origin to final destination, via each successive reconsigning point.

NOTE A - The carrier does not obligate itself to divert a shipment after it has once departed the original point of origin, prior to its arrival at final destination, but every effort will be made to locate the shipment and accomplish the diversion enroute.

NOTE B - An additional movement of the vehicle from one point to another point or points within the confines of the same loading or unloading facilities to finish loading or unloading, as the case may be, shall not be considered a diversion or reconsignment under the provisions of this item.

160 EQUIPMENT ORDERED BUT NOT USED

When carrier is requested to perform transportation service and dispatches equipment to a point designated, in accordance with the instructions of party ordering the equipment, and instructions to the carrier are later changed and the equipment is not used due to no fault of the carrier, a charge of \$2.00 per mile, subject to a minimum charge of \$450.00 will be made for the empty miles traveled in connection with the equipment ordered and not used with the exception of refined products where a minimum charge of \$250.00 will apply. (See Note 1) When carrier's equipment has been loaded prior to cancellation of a shipment and must be unloaded and recleaned, the applicable cleaning charge will be assessed.

When carrier is notified less than 24 hours prior to scheduled loading a charge of \$350.00 will apply.

NOTE 1: Should the carrier be able to divert the equipment and the resulting empty miles are less than provided above, the charges for empty miles will be only the excess miles computed via the diversion point which the carrier is required to travel in order to accomplish loading.

165 EQUIPMENT PREPARATION

When Shipper requires special trailer preparation prior to loading, such as replacement of gaskets, valves, etc., a charge of \$100.00 will apply.

When shipper requires Carrier to transport Kosher shipments, a charge of \$200.00 will apply.

170 EQUIPMENT, SUBSTITUTION OF

When carrier furnishes equipment which is not capable of transporting the minimum published in individual rate items because of equipment capacity or state weight limits, freight charges will be assessed on the basis of the actual quantity transported but not less than the maximum legal carrying capacity of the equipment furnished.

EXCEPTION:

When an order is placed for a shipment of less quantity than the minimum published in the applicable rate item, the published minimum will apply.

175 EXPEDITED SERVICE

Carrier will provide expedited service when specified by Shipper, subject to Carrier's driver and equipment availability, at an additional charge based on 50% of the applicable line-haul charges.

180 FRACTIONS, DISPOSITION OF

In computing charges under the provisions of this tariff, fractions of less than one-half cent will be omitted, and fractions of one-half cent or greater will be increased to the next whole cent.

When applying a percentage to a published rate, the resulting rate will be rounded to the same number of digits or decimal places as the original rate. Fractions of less than one-half will be omitted and fractions of one-half or greater will be increased.

185 HEAT IN TRANSIT/HEAT EXCHANGER

When Shipper requires Carrier to provide trailers equipped with heat in transit or heat exchanger capability for temperature maintenance, a charge of \$250.00 will apply.

190 HOSE CHARGE

On shipments of bulk commodities transported in tank vehicles, the carrier will furnish hose for use in loading and/or unloading, at the request of the consignor or consignee, subject to the following:

1. A charge of \$25.00 per 20 foot length will be assessed for all hose furnished by the carrier, when requested by shipper or consignee. This charge will also apply to all hose required to be used upon arrival at shipper or consignee without prior notice from shipper or consignee.

2. When it is necessary for carrier to dispatch an additional vehicle to deliver extra hose, a charge of \$50.00 per hour will be assessed. This charge will apply from the time carrier's extra vehicle leaves carrier's nearest terminal and continue until it returns and will include the service of the driver (if needed) to assist in handling the extra hose.

3. Charges in this item are in addition to all other charges and will be paid by the party responsible for payment of the line-haul freight charges.

210 LOADING AND UNLOADING

Except as otherwise provided in individual items, rates and charges named in this tariff do not include the services of the carrier in loading or unloading.

Carrier's driver may assist the consignor or consignee in loading or unloading operations where the assistance is requested, provided such assistance does not result in an unsafe situation and will permit driver to remain with his unit in case of emergency or when operating carrier's unloading equipment. This service will be rendered, however, only under the personal direction of said consignor or consignee. Carrier will assume no responsibility for errors or omissions made in the course of such operations, unless such errors or omissions are directly chargeable to the carrier's employees.

It is incumbent on the consignor to check all shipping orders before loading and the consignee to check all manifests prior to unloading. Carrier will not be responsible for

210 LOADING AND UNLOADING (CONTINUED)

unloading procedures beyond carrier's unloading lines. This includes connections to proper unloading tank or facility, turning valves or any other requirements of unloading as warehouse type function.

EXCEPTION:

Due to safety hazards, the loading and unloading of shipments of Benzene, Benzol, Coal Naphtha, Cyclohexatriene, Phene, Phenol, Phenyl Hydride and Pyro-Benzol will be performed by the consignor or the consignee at both origin and destination.

220 LOADING AND/OR UNLOADING RAIL CARS

1. The provisions of this item will apply when carrier is requested to load and/or unload a rail tank car. (See Item 120).

2. Charges will be assessed at the rate of \$41.00 per fifteen (15) minute increment. Any portion, fraction, or segment of a fifteen (15) minute increment will be charged the full fifteen (15) minute rate of \$41.00 per fifteen (15) minutes for this service. Chargeable time will commence at carrier's terminal and include travel to and from the job and time on the job.

3. When such services are in conjunction with a highway movement, covered in other sections of this tariff, the above charges will apply for the time consumed in such services only.

4. Charges covered by this item are in addition to all other charges covered by the tariff.

240 MIXED SHIPMENTS IN COMPARTMENTED SEMI-TRAILERS

Two or more commodities named in this tariff taking the same or different rates may be shipped as a truckload at one time in a compartmented semi-trailer. On such shipments, freight charges shall be computed on basis of the actual quantity of each commodity, as the case may be, at its respective rate, but not less than the charges that would accrue on basis of the highest rate and its corresponding minimum.

245 OPERATING RIGHTS**GROENDYKE TRANSPORT, INC.****MC-111401 Sub 633**

IRREGULAR ROUTES:

GENERAL COMMODITIES (Except household goods).

BETWEEN: Points in the U.S. (except HI)

**PROVINCE OF ALBERTA, CANADA
EXTRA-PROVINCIAL OPERATING AUTHORITY CERTIFICATE 00-0485128**

SECTION 1**CORRIDOR AUTHORITY**

The issuance of this certificate permits the movement of goods through Alberta on a corridor basis, provided that the movement has been authorized by the jurisdiction

245 **OPERATING RIGHTS (CONTINUED)**

where the goods originated.

SECTION 2**COMMODITIES:**

C99999 GENERAL MERCHANDISE

FROM: All Alberta boundaries extra-provincially

TO: All points in Alberta and Vice Versa.

PROVINCE OF BRITISH COLUMBIA**EXTRA - PROVINCIAL:**

1. **COMMODITY:** General Freight, excluding automobiles or trucks, new or used. (Charter Trips)

TERRITORY: From the British Columbia/United States Border, the British Columbia/Alberta Border, the British Columbia/Northwest Territories Border or the British Columbia/Yukon Territory Border delivered to points in British Columbia: or VICE VERSA

FOR WHOM TO BE TRANSPORTED: One individual or company only at any one time.

RESTRICTION: Pick up of freight in British Columbia for delivery in British Columbia is not permitted.

2. **COMMODITY:** FREIGHT authorized to be carried by the regulatory board or commission of the jurisdictions where the freight originated or is destined.

TERRITORY: In transit, through the Province of British Columbia as a corridor operation only.

FOR WHOM TO BE TRANSPORTED: As specified in the operating authority license issued to the carrier named in this license by the regulatory board or commission.

PROVISION: Copy of the license authority issued by the regulatory board or commission where the goods originated or where the goods are destined must be carried with this, the authority issued by the Motor Carrier Commission of British Columbia.

RESTRICTION: Freight shall neither be picked up at nor delivered to points in British Columbia.

PROVINCE OF MANITOBA**EXTRA - PROVINCIAL:**

1. Authorized for the transportation of bulk commodities and jet engines from the Manitoba/Saskatchewan, Manitoba/Ontario and Manitoba/International boundaries to all points in Manitoba and vice versa.

Restricted to movements for one person or one company at any one time.

The Extra-Provincial undertakings authorized herein to be operated only as authorized by the Provincial Transport Boards of Canada and the Interstate Commerce Commission.

Amended: January 1, 1993, (M.V.T. Act)

245 **OPERATING RIGHTS (CONTINUED)**

General Freight, to and from all U.S. Borders and including corridor authority from one Province through Manitoba to another.

PROVINCE OF NEW BRUNSWICK
CERTIFICATE 2797

CLASS: PC-X

For the carriage of general freight, excluding highway use motor vehicles, from other jurisdictions as authorized thereby to points in the Province of New Brunswick and the reverse; and through the Province of New Brunswick as a corridor operation.

PROVINCE OF ONTARIO
Extra-Provincial Operating License No. 020078

- (a) X1G50-001 X - GENERAL FREIGHT
For the carriage of Goods:

BETWEEN: (00000) POINTS IN ONTARIO
AND THE: Ontario/Quebec Border Crossings
Ontario/USA Border Crossings.
for extra - Provincial movement.

- (b) X1G51-001 X - GENERAL FREIGHT
for the carriage of Goods:

BETWEEN THE:
Ontario / Quebec Border Crossings
Ontario / USA Border Crossings
Provided that there be no pick up or delivery in Ontario.

- (c) X2T50-001 X - TANK VEHICLE
For the carriage of Goods in tank vehicles only.

BETWEEN: (00000) POINTS IN ONTARIO
AND THE: Ontario / Quebec Border Crossings
Ontario / USA Border Crossings.
For extra - Provincial movement.

- (d) X2T53-001 X - TANK VEHICLE
For the carriage of Goods in tank vehicles only.

BETWEEN THE:
Ontario / Quebec Border Crossings
Ontario / USA Border Crossings
Provided that there be no pick up or delivery in Ontario.

245 **OPERATING RIGHTS (CONTINUED)**
PROVINCE OF QUEBEC

Extra-Provincial Trucking License No. 5-M-31178-004A

General Public Transportation:

Goods Authorized: PETROLEUM AND COAL PRODUCTS

Territories Authorized: All regional county municipalities, territories and urban and regional communities, and the Quebec/United States Border.

Conditions: This extra-provincial authority does not authorize the transportation of goods where both the origin and the destination are located in the Province of Quebec.

Effective: January 1, 1993 (M.V.T. Act)

General Freight, to and from all U.S. Borders and including corridor authority from one Province through Quebec to another.

PROVINCE OF SASKATCHEWAN
CERTIFICATE 4111

EXTRA-PROVINCIAL:

COMMODITY DESCRIPTION: General Merchandise.

ORIGIN: All Boundaries.

DESTINATIONS: Points in Saskatchewan and Vice Versa.

CONDITIONS: (a) One Company's or one individual goods at any time.
(b) International traffic only.

Effective: January 1, 1993 (M.V.T. Act)

Added: Corridor authority from one province to another through Saskatchewan.

246 **OUT OF ALLOCATION**

Applies only on shipments of refined products as described in Items 540 and 550.

Out of allocation will apply when carrier arrives to load at a facility, and there is no availability of product for shipper; and per preauthorized instructions, carrier travels to another facility to attempt to acquire product on shipper's account.

Charges for the additional movement of the vehicle will be \$250, per each additional stop, in addition to all other applicable charges.

250 **PERMITS, SPECIAL**

The rates named in this tariff or in tariffs making reference hereto do not include fees or charges made under State Police, Highway or Municipal regulations or for State Registration and Clearance Certificate, or special permits required because of the weight or dimensions of any load. When required, special permits will be secured and the fee or charges shown on such permits will be in addition to all other charges published herein.

Effective: December 1, 2019

260 PICK-UP AND DELIVERY SERVICE

(Applicable ONLY on shipments transported in bulk, in tank vehicles)

1. Carrier will receive and deliver at storage facilities of shippers and consignees when such facilities are accessible to motor vehicle, and when equipped to deliver and to receive the commodities from the truck.
2. In the loading or unloading of commodities, operation of the motor vehicle will be performed by the carrier. Equipment of storage facilities will be operated by the shipper or consignee or their agent. Except by agreement, loading may be performed by the carrier with automatic metering equipment furnished by the shipper. Except by agreement, carrier may operate consignee's unloading facilities.
3. Inlet and outlet valves of tank trucks will be sealed by the shipper.
4. It will be the duty of consignee or his agent, to inspect the manifest, verify products and designate the line where unloading hose is to be coupled. Coupling will be done by the carrier.

270 PUMPING OR AIR PRESSURE SERVICE

The rates named in this tariff do not include the cost of loading and/or unloading from the transporting vehicle. When this service is performed by the carrier's truck power, or air pressure equipment, the follow charges will be assessed. This charge will be in addition to all other charges and will be paid by the party responsible for payment of the line haul freight charges.

\$75.00 – All products EXCEPT the following

\$100.00 – Asphalt, Asphalt Emulsion and Wax

(A)**280 REDELIVERY**

If, for any reason not ascribable to the carrier, the delivery of all or any portion of a shipment is postponed by consignee at destination and, upon instructions from the shipper or its agent, is to be redelivered at a later date, redelivered shipment will be subject to a charge based on \$2.00 per mile subject to a \$500.00 minimum, effective on the date of the outbound shipment. Redelivered shipments moving under the provisions of this item will be subject to the full applicable outbound minimum.

(#)**290 REJECTED & RETURNED SHIPMENTS (Except Asphalt Products)**

If, for any reason not ascribable to the carrier, all or any portion of a shipment is rejected by consignee at destination and, upon instructions from the shipper or its agent, is returned to point of origin or any additional location, rejected shipment will be subject to a charge based on \$2.00 per mile subject to a \$750.00 minimum, effective on the date of the outbound shipment. Provided that the rejected shipment is returned prior to release and departure of carrier's equipment from destination. Rejected shipments moving under the provisions of this item will be subject to the full applicable outbound minimum.

If a shipment is moving under backhaul provisions of this tariff, or a specific commodity rate that is subject to a "backhaul basis only" provision and all or any portion of the shipment is rejected by consignee at destination and, upon instructions from the shipper is returned to point of origin, the rejected shipment will be subject to a charge based on 100% of the applicable outbound rate from origin to destination.

290 **REJECTED & RETURNED SHIPMENTS (Except Asphalt Products) (CONTINUED)**

2. After carrier has been released, departed from the destination point and shipping documents were endorsed as having the shipment delivered intact, shipment will not be considered as having been rejected and the provisions of paragraph 1 do not apply. If injurious, mixed or contaminating characteristics are discovered subsequent to release and departure of carrier's equipment and carrier is later requested to return all or any portion of a previously delivered shipment back to point of origin, such shipment will be subject to the rate and minimum applicable on date of movement.
3. If the shipment is rejected or returned to the point of origin through the fault or negligence of the carrier, then no charge will be made for such return movement.

292 **REJECTED SHIPMENTS (Asphalt Products)**

If, for any reason not ascribable to the carrier, all or any portion of a shipment is rejected by consignee at destination and, upon instructions from the shipper or his agent, is returned to point of origin, rejected shipment will be subject to a charge based on fifty (50) percent of the outbound per quantity rate applicable from origin to destination, effective on the date of the outbound shipment, provided that the rejected shipment is returned prior to release and departure of carrier's equipment from destination. Rejected shipments moving under the provisions of this item shall be charged on the actual quantity returned, subject to a minimum charge of \$400.00 per shipment.

After carrier has been released, departed from the destination point and shipping documents were endorsed as having the shipment delivered intact, shipment will not be considered as having been rejected and the provisions of paragraph 1 do not apply.

If injurious, mixed or contaminating characteristics are discovered subsequent to release and departure of carrier's equipment and carrier is later requested to return all or any portion of a previously delivered shipment back to point of origin, such shipment will be subject to the rate and minimum applicable on date of movement.

If the shipment is rejected or returned to the point of origin through the fault or negligence of the carrier, then no charge will be made for such return movement.

300 **RESPONSIBILITY, SHIPPER AND CONSIGNEE**

Upon arrival of the carrier's unit at any of the shipper's or consignee's premises, the shipper or consignee, as the case may be, shall assume the responsibility of examining and validating Bills of Lading, shipping orders, waybills and other important papers connected with the shipment. In addition, the shipper or consignee shall be responsible for directing the unit to the proper loading or unloading facilities, including receiving and discharge lines to storage tanks, parking areas and any other movements or actions connected with the loading or unloading procedure required of the driver and unit in order to perform the transportation service.

It will be the responsibility of any underground storage tank owner to maintain tank certification for all delivery locations, as required by law. In the event an owner fails to maintain an underground storage tank certification resulting in Carrier being fined, tank owner will reimburse carrier for the amount of the fine.

320 **SHIPMENTS INTERCEPTED IN TRANSIT AND RETURNED TO ORIGIN**

If, for any reason not ascribable to the carrier, shipments are required to be returned to the origin point before reaching intended destination the provisions of this item will apply.

320 SHIPMENTS INTERCEPTED IN TRANSIT AND RETURNED TO ORIGIN (CONTINUED)

When shipments are stopped in transit and returned to the original point where loading of carriers equipment was performed, on orders that carrier receives from the shipper or consignee and transmits to its driver of equipment transporting such shipments, the applicable charges will be negotiated.

330 SPECIAL SERVICES

When any service is performed by carrier, transportation or otherwise, for which rates or charges are not provided in this tariff, such service will be charged for at a rate of \$165.00 per hour, subject to a 4 hour minimum. Chargeable time will commence at carrier's terminal and include travel to and from the job and time on the job.

These services include but are not limited to:

- A. Transfer of product, by carrier pump, from customer's underground storage to carrier's equipment for subsequent highway movement.
- B. Service involving pumping and/or storage wholly within a refinery, bulk plant, or construction site.
- C. Movement from, to, or between pipelines other than regular loading or unloading facilities.
- D. Carrier furnished service truck with extra loading or unloading equipment to efficiently effect a pickup or delivery.
- E. Unloading into self propelled road resurfacing equipment requiring attachment of carrier's equipment to the road resurfacing equipment.
- F. Other services not specifically set out in other portions of this tariff.

NOTE: When such special services are in conjunction with a regular highway movement, covered in other sections of this tariff, such charges shall apply for that portion of time consumed in the special service only, and shall include travel time to or from the job as well as time on the job. These charges shall be in addition to the charges for the regular highway transportation service.

335 SPECIAL TRAILER EQUIPMENT

When Shipper requires special trailer equipment, such as dry disconnect fittings, a charge of \$100.00 will apply.

(D)**340 SPOTTING OF TRAILERS AND TRUCK TRACTORS USED FOR SPOTTING**

1. Subject to the availability of equipment, carrier will spot empty or loaded trailers on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.

2. "Spotting" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification that the trailer is ready for pick-up. Consignor, consignee or other designated party may shift the spotted trailer at its own expense and risk.

3. Spotting of trailers, as described in paragraph 2 above, will be subject to charges shown below for each twenty-four (24) hour period:

Trailers with D.O.T. Spec. 306/406 - \$350.00.

Trailers with D.O.T. Spec. 307/407, 312/412, trailers equipped with electric heater units, or dry bulk pneumatic trailers - \$350.00.

SPOTTING OF TRAILERS AND TRUCK TRACTORS USED FOR SPOTTING (CONTINUED)

Trailers with D.O.T. Spec. 330/331 (LP trailers) - \$350.00

Non Spec Trailers, Asphalt, Van, or Flatbed Trailers - \$250.00.

Spotting of trailers, as described in paragraph 2 above, will be subject to charges shown below after the 7th calendar day for each twenty-four (24) our period there after:

Trailers with D.O.T. Spec. 306/406 - \$350.00.

Trailers with D.O.T. Spec. 307/407, 312/412, trailers equipped with electric heater units, or dry bulk pneumatic trailers - \$350.00.

Trailers with D.O.T. Spec. 330/331 (LP trailers) - \$350.00

Non Spec Trailers, Asphalt, Van, or Flatbed Trailers - \$250.00.

Time will begin when the trailer has arrived at the point designated by consignor or consignee and is available to the consignor or consignee and will terminate when the carrier is notified that the equipment is ready to be picked up. The charges assessed under the provisions of this item will apply in addition to all other charges assessed against the shipment.

4. When carrier is requested or required to deadhead tractors and/or trailers, in connection with spotting a trailer a charge of \$2.00 per mile, subject to a minimum charge of \$250.00 will be assessed for each and every mile so traveled. (Note 1).

5. When at the request of the consignor or consignee, a truck tractor is used for spotting, etc., at a place designated by the consignor or consignee, a charge of \$165.00 per hour, portal to portal, will be assessed.

NOTE 1: Carrier's nearest terminal will have no bearing on computation of deadhead mileage. Mileage will be computed between the carrier's terminal where equipment originated (or that equipment's point of dispatch) and the place designated for trailer spotting.

345 STEAM HEATING SERVICE – STAND BY

When steam heat is required to heat commodities in order to accomplish loading or unloading at a temperature requested by shipper or consignee, such steam heat will be furnished by the shipper or consignee. If steam heat is applied to the commodity while in consignee's plant or if the shipper or consignee arranges to pay for the cost of steam heating of the commodity at a location outside the consignee's plant area, a stand-by charge will be assessed at the rate of \$40.00 per fifteen (15) minute increment. Any portion, fraction, or segment of a fifteen (15) minute increment will be charged the full fifteen (15) minute rate of \$40.00 per fifteen (15) minutes for the time required to heat the commodity, including travel time between the consignee's plant area. Additionally, a charge for the actual cost of the steaming will be applied.

When charges provided in this item apply, Detention charges will not apply.

350 STOP-OFF FOR PARTIAL LOADING AND/OR UNLOADING

Shipments transported under the rates published in this tariff may be stopped off for partial loading and/or unloading subject to the following conditions:

1. Not more than four (4) stops will be permitted for partial loading and/or unloading

350 STOP-OFF FOR PARTIAL LOADING AND/OR UNLOADING (CONTINUED)

- exclusive of the stop at origin and final destination. Each partial loading and each partial unloading will be considered a separate stop in the application of this rule.
2. Partial unloading will be permitted only at points beyond that at which the last stop for partial loading is made and further loading of a shipment will be prohibited after it has been partially unloaded. The substitution of freight in any manner is also prohibited.
 3. The Bill of Lading or shipping order must show the point or points at which the shipment is to be stopped for partial loading and/or unloading together with a complete description of the kind and estimated quantity of freight to be loaded or unloaded at each point and the name and address of the party responsible for loading or unloading. If insufficient space is provided on the Bill of Lading for this purpose, a separate piece of paper may be attached thereto.
 4. Freight charges will be based on total quantity of freight on the shipment. When a shipment is partially loaded at stop-off point, the quantity of freight loaded will be added to the quantity loaded at point of origin to obtain total quantity of freight on the shipment. In no event will the total quantity on which freight charges are assessed be less than the minimum applicable in connection with the rate used.
 5. Except as otherwise provided, the rate applicable on shipments stopped for partial loading and/or unloading will be the distance commodity rates in effect on date of the shipment from the initial point of origin to final destination computed via each point of stop-off.
 6. Charges in this item will also apply when Carrier is required to make multiple stops in the same facility when moving the truck is required.
 7. The charge for each stop-off in transit for partial loading and/or unloading will be \$150.00.
-

365 TAXES, NEW MEXICO GROSS RECEIPTS AND MUNICIPAL

In addition to other charges that may accrue under the provisions of this tariff, the shipper agrees to pay all New Mexico privilege taxes, and municipal sales taxes, that may accrue when applicable. (Applies only on shipments made wholly within the state of New Mexico).

367 THIRD PARTY BILLINGS

All charges incurred must be paid by the carrier's customer. The carrier's customer is responsible for billing third parties for any additional or unforeseen charges resulting from issues caused by the shipper or consignee.

370 TOLLS

Actual over the road highway and bridge tolls will be assessed based on the route computed under the method described in Item 150.

380 **WEIGHING AND WEIGHTS**

1. Except as otherwise provided herein, when a weighing service (See Note 1) is performed by carrier, either at the request of the shipper or consignee, or when weighing is required to determine assessment of freight charges, a weighing service charge of \$60.00 will apply for each service, subject to Note 2.

NOTE 1: The word "Service" as used in this rule shall be construed to mean one weighing empty (or partially empty) and one weighing loaded (or partially loaded), the difference in the two weights being the weight of the entire shipment, or a portion thereof.

NOTE 2: No charge will apply when weighing is accomplished at no cost to the carrier.

2. If shipment exceeds the maximum weight which can be legally transported in the unit loaded and it is necessary to return to origin or some other point designated for partial unloading, the freight rate will be based on the total distance from origin to destination via such weigh point and/or such point of partial unloading. Time consumed in effecting partial unloading due to overweight shall be considered part of the loading time and shall be subject to detention charges.

Specific commodity rates will become inapplicable in the event the provisions of this paragraph are required of carrier, and mileage tables of rates will be used to assess freight charges.

3. Time consumed in weighing vehicle shall be considered a part of the loading or unloading time, as the case might be, and shall be subject to detention charges.

EXCEPTION:

When carrier is requested to arrive at the shipper's facility with a tare weight prior to loading or consignee's facility with a gross weight prior to unloading and obtain a gross weight after loading or tare weight after unloading without returning to the shipper's or consignee's facility, such weighing time shall not be subject to provisions of the Detention of Vehicles Item.

4. Subject to applicable minimum weight, freight charges will be computed on net weight secured at origin, when weights are available at origin. When weights are not available at origin, scale weights secured from another source will be used, when available. When there are no scale weights available, weight of shipment will be determined from the weight per gallon of product transported. Weight per gallon will be determined from the ASTM Table using the API gravity shown on the shipper's manifest. The weight per gallon arrived at from the ASTM Table will be multiplied by the net gallons shown on the shipper's manifest to arrive at net weight to be used in computing freight charges, provided that net weight is greater than applicable minimum weight. If net gallons are not shown on shipper's manifest, gross gallons will be used to arrive at net weight.

5. Carrier will not assume any responsibility for differences between weights determined at origin and destination. Charges in this item are in addition to all other charges.

500 Where reference is made to this item, rates will apply on the following:

ANHYDROUS AMMONIA, in bulk, in tank vehicles in straight truckloads, minimum weight as shown in items making reference hereto.

510 Where reference is made to this item, rates will apply on the following:

ASPHALT, ASPHALT EMULSIONS, ASPHALT PRESERVATIVE, ASPHALT REJUVENATOR and ROAD OIL, in bulk, in tank vehicles, in straight or mixed truckloads, minimum weight as shown in items making reference hereto.

520 Where reference is made to this item, rates will apply on the following Petroleum Products, in bulk, in tank vehicles, in straight or mixed truckloads, minimum as shown in connection with items making reference hereto:

HEAVY DISTILLATES, VIZ.:

BURNER OILS (See Note)
CARBON BLACK OIL
CHANNEL BLACK FEED STOCK
DECANT OIL
DISTILLATE FUEL OILS (See Note)
FUEL OILS (See Note)
GAS OIL
MINERAL OIL (See Note)
RESIDUAL FUEL OIL
TANK BOTTOMS
VACUUM TOWER BOTTOMS
WOOD TREATING OIL(See Note)

NOTE: Applicable only on Burner Oils, Distillate Fuel Oils, Mineral Oil and Wood Treating Oil having an API gravity of less than 30.0. Also applicable when the API gravity is not shown on the bill of lading at the time of shipment.

530 Where reference is made to this item, rates apply on the following:

NATURAL GASOLINE, CASINGHEAD, CONDENSATE, DRIP GASOLINE, in bulk, in tank vehicles, in straight truckloads, except when required to be transported in MC330 or MC331 series equipment, minimum as shown in Items making reference hereto.

On shipments of Natural Gasoline and Casinghead, when gross gallons are not shown on shipper's Bill of Lading or Loading Ticket, freight charges will be assessed on net gallons.

540 Where reference is made to this item, rates will apply on GASOLINE, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items making reference hereto. Not applicable on products described in Items 530 or 545.

545 Where reference is made to this item, rates will apply on AVIATION GASOLINE, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items making reference hereto.

550 Where reference is made to this item, rates will apply on the following Petroleum Products, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items making reference hereto. Not applicable on products described in Items 551 or 555.

LIGHT DISTILLATES, VIZ.:

AGRICULTURAL SPRAY OIL
 BURNER OILS (See Note)
 DIESEL FUEL
 DISTILLATE FUEL OILS (See Note)
 FUEL OILS (See Note)
 FURNACE OIL
 KEROSENE
 LIGHT CYCLE OILS
 MINERAL OIL (See Note)
 MINERAL SEAL OIL
 MOTOT FUEL ETHANOL
 WOOD TREATING OIL (See Note)

NOTE: Applicable only on Burner Oils, Distillate Fuel Oils, Mineral Oil and Wood Treating Oil having an API gravity of 30.0 and above. If the API gravity is not shown on the bill of lading at the time of shipment, the provisions of this item do not apply (See Item 520).

551 Where reference is made to this item, rates will apply on BIODIESEL, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items making reference hereto.

552 Where reference is made to this item, rates will apply on ETHANOL Motor Fuel, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items making reference hereto.

555 Where reference is made to this item, rates will apply on JET FUEL, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items making reference hereto.

560 Where reference is made to this item, rates will apply on PROPANE, in bulk, in tank vehicles, in straight truckloads, minimum as shown in items making reference hereto. Freight charges will be assessed on the net gallons at 60 degrees Fahrenheit and shipper shall certify on bill of lading the number of net gallons at 60 degrees Fahrenheit loaded at point of origin.

570 Where reference is made to this item, rates will apply on the following commodities, in bulk, in tank vehicles, in straight truckloads, minimum as shown in items making reference hereto. Freight charges will be assessed on the net gallons at 60 degrees Fahrenheit and shipper shall certify on bill of lading the number of net gallons at 60 degrees Fahrenheit loaded at point of origin.

BUTANE
 HYDROCARBON MIXES (composed of varying portions of Natural Gasolines or Casinghead Gasolines and Liquefied Petroleum Gases)
 LIQUEFIED PETROLEUM GAS, NOIBN
 LIQUEFIED PETROLEUM GAS, MIXTURES
 NATURAL GASOLINE (when required to be transported in MC330 / MC331 series equipment)

580 Where reference is made to this item, rates will apply on the following Commodities, in bulk, in tank vehicles, in straight or mixed truckloads, minimum as shown in items making reference hereto:

LUBRICATING OIL
 BRIGHT STOCK
 BRIGHT PETROLEUM OIL
 HYDRAULIC FLUID (Oil)
 NEUTRAL OIL
 RUBBER EXTENDER OIL
 RUBBER PRESERVATIVE (Oil)
 RUBBER PROCESSING OIL
 TRANSMISSION FLUID

590 Where reference is made to this item, rates will apply on the following:

CRUDE OIL, which has been subject only to natural weathering, settling, or treatment for the removal of water and bottom sediment, and not blended with other products, in bulk, in tank vehicles, truckloads, minimum as shown in items making reference hereto.

600 Where reference is made to this item, rates will apply on DRY FERTILIZERS, in bulk or in bags, in straight or mixed truckloads, minimum weight as shown in items making reference hereto.

610 Where reference is made to this item, rates will apply on the following commodities, in bulk, in tank vehicles, truckload minimum weight as shown in items making reference hereto:

LIQUID FERTILIZER, LIQUID FERTILIZER INGREDIENTS OR FERTILIZER SOLUTIONS (except Anhydrous Ammonia), Viz:
 Ammonium Nitrate, Urea and Fertilizer Solutions, NOIBN,
 Liquid Nitrogen Fertilizer Solutions, NOIBN,
 Phosphatic Fertilizer Solutions, NOIBN

620 Where reference is made to this item, rates will apply on FLOUR, in bulk, in pneumatic tank vehicles, in straight truckloads; minimum weight as shown in items making reference hereto.

630 Where reference is made to this item rates will apply on MILL FEEDS (Dry) viz: BRAN SHORTS, and STANDARD MIDLINGS, in bulk, in pneumatic tank vehicles, in straight truckloads, minimum weight as shown in items making reference hereto.

680 Where reference is made to this item, rates will apply on MOLTEN SULFUR, in bulk, in tank vehicles, minimum as shown in items making reference hereto.

700 Where reference is made to this item, rates will apply on the following commodities, in bulk, in tank vehicles, minimum as shown in items making reference hereto.

Acrylonitrile
Allyl Chloride
Aluminum Chloride
Ammonium Poly Sulphide Solution
Industrial Grade
Animal Fats and Oils (Tallow)
Arsenics, and blends thereof
Arsenic Trichloride
Benzene (Benzol)
Benzyl Mercaptin
Blasting Agents
Chloride, Ferric
Chloride, Zinc
Coal Naphtha
Commodities requiring interior lined trailers
Cresol, and blends thereof
Cresylic Caustic
Cyclohexatrine
Deicing Fluid
Dicyclohexylamine
Dimethyl Formamide
3-Dimethylcyclohexylamine
Disulfide Oil
Dye
Glue
Glycidyl Methacrylate
Herbicides
Hydrazine
Hydrofluorosilic Acid
Inhibitors, containing Sodium
Bichromate
Insecticides
Isocyanates, and blends thereof
Latex
Metasulfonic Acid
Metaxylene Sulfonic Acid
Methanesulfonic Acid
Methanesulfonyl Chloride
2-Methylcyclohexylamine
Methyl Vinyl Pyradine
Muriatic (Hydrochloric)Acid
Nitrates, Silver and blends thereof
Nitric Acids, and blends thereof
Nitro Carbo Nitrate Solutino
N-Methycyclohexylamine
N, N-Dimethylcyclohexylamine
Paint, Liquid
Petroleum Wax, Liquid
Phene
Phene Hydride
Phenol, and blends thereof
Phosphorus Trichloride
Phthalic Anhydride

Effective: December 1, 2019

Piperidine
 Plastic & Resins, Liquid
 Polycat 8
 Polycat 12
 Printing Ink
 1,2 Propylene Diamine
 Pryo-Benzol
 Silicon Tetrachloride
 Sodium Bichromate
 Sodium Hypochlorite
 Toxaphene
 Varnish
 Water Clarifying Compounds (Latex Polymers)

750 Where reference is made to this item, rates will apply on COMMODITIES NOIBN, in bulk, in tank vehicles, minimum as shown in items making reference hereto.

800 Where reference is made to this item, rates will apply on GENERAL COMMODITIES NOIBN (except Commodities in bulk, in tank vehicles), minimum as shown in items making reference hereto.

5000

<u>ABBREVIATION</u>	<u>EXPLANATION</u>
Etc.	Et Cetera
i.e.	That is
Incl.	Inclusive
Lbs.	Pounds
No.	Number
NOIBN	Not otherwise indexed by name herein
Nos.	Numbers
U.S.	United States
Viz:	Namely
<u>REFERENCE MARK</u>	<u>EXPLANATION</u>
\$	Dollar(s)
%	Percent
(#)	Denotes a change in wording which results in neither an increase nor a reduction in charges
(A)	Addition
(C)	Cancelled
(D)	Denotes Decrease
(E)	Expired
(I)	Denotes Increase
(N)	New
(R)	Reinstated
(T)	Transfer