

**GROENDYKE TRANSPORT, INC.**

**MC-111401**

**GRTT TARIFF NO. 101-I**

**(Hereinafter referred to as the “Rules Tariff”)**

**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 BETWEEN POINTS IN THE  
UNITED STATES (except Hawaii) AND POINTS IN MEXICO IN FOREIGN  
COMMERCE.**

**AND**

**IN INTRASTATE COMMERCE**

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

**GROENDYKE TRANSPORT, INC.**  
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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	ITEM	REVISION DATE
TITLE	6/15/2025	270	11/1/2018	630	6/15/2025
CHECK SHEET	6/15/2025	280	11/1/2018	640	11/1/2018
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30	6/15/2025	340	05/1/2021	710	11/1/2018
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50	11/1/2018	360	11/1/2018	730	11/1/2018
55	11/1/2018	370	11/1/2018	740	6/15/2025
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65	6/15/2025	390	6/15/2025	760	6/15/2025
70	11/1/2018	400	6/15/2025	770	6/15/2025
80	11/1/2018	410	11/1/2018	780	6/15/2025
90	11/1/2018	420	6/15/2025	790	6/15/2025
100	11/1/2018	430	6/15/2025	800	6/15/2025
105	11/1/2018	440	11/1/2018	810	6/15/2025
110	11/1/2018	450	11/1/2018	820	6/15/2025
120	11/1/2018	460	6/15/2025	830	6/15/2025
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130	11/1/2018	480	11/1/2018	850	6/15/2025
135	11/1/2018	490	11/1/2018	860	6/15/2025
140	11/1/2018	500	11/1/2018	870	6/15/2025
150	11/1/2018	510	6/15/2025	880	6/15/2025
160	11/1/2018	520	6/15/2025	890	6/15/2025
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**DEFINITIONS**

1. **Bill of Lading.** The document signed by Carrier evidencing the receipt of cargo for shipment. In the event of a conflict between the terms and conditions on a bill of lading and the provisions of this Rules Tariff, or if the bill of landing purports to add to the provisions of this Rules Tariff, the terms and conditions of this Rules Tariff shall control and any additional terms and/or conditions on the bill of lading shall have no force or effect.
2. **Charges.** Any and all amounts billed by Carrier for services rendered hereunder, including linehaul charges, accessorial charges, amount(s) billed for fuel surcharge, and any other amount(s) billed by Carrier hereunder.
3. **Load.** The amount of cargo transported or to be transported on one (1) Vehicle at one (1) time (may also be referred to herein as a "trailer load." Also, generally used herein synonymously with the term shipment.
4. **Shipment.** A quantity of cargo received from one consignor/shipper, at one point of origin, or from places within a single plant, at one time, for one Consignee at one destination and covered by one bill of lading or written shipping order, for transportation in one vehicle, except as otherwise provided. Also, generally used herein synonymously with the term Load.
5. **Loading.** Includes (i) furnishing of the bill of lading, forwarding directions, or other documents necessary for forwarding the shipment to Carrier; and (ii) notification to Carrier that the vehicle is loaded and ready for forwarding.
6. **Payor.** The party designated by Carrier, at the time of shipment, that is liable for the transportation charges. Also, generally used herein synonymously with the term Customer
7. **Loaded Mile or Loaded Mileage.** All miles from point of origin of a shipment to point of final destination of all or any portion of a shipment.
8. **Points in the United States.** All points within the contiguous United States (U.S.) and/or points between the contiguous United States and Alaska. The definition of the United States shall exclude Hawaii.
9. **Premises.** The entire property at or near the physical facilities of Consignor, Consignee, or other designated party.
10. **Cargo.** Product(s) and/or commodity(ies) tendered by, for, or on behalf of, Customer for transportation by Carrier hereunder.
11. **Site.** A specific location at or on the premises of Consignor, Consignee, or other designated party.
12. **Spotting.** 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 pickup at any site or premises. The Consignor, Consignee, or other designated party may shift the spotted trailer with its own power units at its own expense

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and risk for the purpose of loading or unloading. Empty trailers placed at the premises of Consignor without specific request are not spotted until Carrier receives a Consignor's request and places a trailer for spotting. Movement of the trailer from the Consignor's premises to the specific site for spotting shall be the obligation of Carrier, and free time shall accrue as provided herein.

13. Tractor. A mechanically powered unit used to propel or draw a trailer upon the highways.
14. Trailer. A mobile unit with wheels used to transport property.
15. Truck. Any unit or combination of units, such term to be considered to mean any single load carrying vehicle propelled or drawn by mechanical power and used upon the highways in the transportation of property.
16. Unloading. Includes (i) payment of lawful charges to Carrier when required prior to delivery of the shipment; (ii) notification to Carrier that vehicle is unloaded and ready for forwarding, and (iii) signing of the delivery receipt.
17. Vehicle. Any combination of tractor and semi-trailers and full trailer that moves as a unit propelled or drawn by one (1) power unit.
18. Consignor. The person named in the bill of lading as the person from whom cargo has been accepted by Carrier for shipment. Also commonly referred to as the "shipper."
19. Consignee. The person to whom delivery of cargo being transported hereunder is to be made.
20. Collect Shipment. A collect shipment is one on which a Consignor tenders pursuant to a bill of lading marked "collect", which means that the Consignee is the payor of the linehaul, accessorial, fuel surcharge, and other charges associated with the load or shipment.
21. Collect. The term "collect", as it relates to the payment of charges hereunder, means that the Consignee is the payor of the linehaul, accessorial, fuel surcharge, and other charges associated with the load or shipment.
22. Linehaul Charges. Base shipment charges applicable to the actual transportation service, to which accessorial, fuel surcharge, and/or additional charges applicable to the shipment, if any, are added.
23. Prepaid Shipment. A prepaid shipment is one on which the charges for transportation service rendered at the request of the Consignor, including charges for any accessorial services performed at the request of the Consignor are to be paid by the Consignor. Unless otherwise indicated, all shipments hereunder will be deemed to be prepaid shipments.
24. Prepaid. The term "prepaid", as it relates to the payment of charges hereunder, means that the Consignor is the payor of the linehaul, accessorial, fuel surcharge, and other charges associated with the load or shipment.
25. Receiver. Unless otherwise defined is to be considered as a synonym for "Consignee".
26. Shipper. Unless otherwise defined is to be considered as a synonym for "Consignor".
27. Carrier. Groendyke Transport, Inc.
28. FMCSA. United States Department of Transportation Federal Motor Carrier Safety Administration.

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- 29. FMCSA Regulations. Regulations promulgated and/or enforced by the FMCSA.
- 30. Hazardous Materials. Materials or substances defined as “hazardous” in, or pursuant to, any applicable regulation(s) promulgated or enforced by the FMCSA or Pipeline Hazardous Materials Safety Administration (“PHMSA”).
- 31. Broker. A person or entity that receives payment for arranging the transportation of property belonging to others by using an authorized motor carrier. May also be used synonymously with the term “intermediary.”
- 32. Customer. Refers to any entity responsible for requesting that Carrier provide services governed by this Rules Tariff, any entity responsible for payment to Carrier for such services, or any entity receiving the benefit of such services. May also be referred to as the “Payor”.



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**PURPOSE OF THIS RULES TARIFF**

1. This Rules Tariff contains the standard terms and conditions for motor carrier transportation services to be provided by Groendyke Transport, Inc. (hereinafter referred to as "Carrier"), an Oklahoma corporation, pursuant to U.S. Department of Transportation motor carrier operating authority MC #111401, and in consideration of the standard line haul charges, including normal pickup service at origin, over the road transportation of the commodities, and normal delivery at final destination at a facility designed to receive bulk cargo shipments.
2. This Rules Tariff contains the charges and descriptions for optional services that may be requested by or on behalf of Customer beyond those normally associated with standard transportation. Rules, charges and conditions of these optional services shall apply on all shipments moving under pricing publications and/or agreements, including individual Customer agreements, where reference to this Rules Tariff is shown as a governing publication.
3. The provisions of this Rules Tariff shall not apply to any transportation or transportation related services provided pursuant to a separate schedule, contract or instrument that has been signed by an authorized representative of Carrier unless this Rules Tariff is referenced therein, or unless such schedule, contract, or instrument contains no applicable rate, in which case, the rates (including accessorial charges) and provisions of this Rules Tariff shall govern. This Rules Tariff applies to any entity requesting services by Carrier, or receiving the benefit of Carrier's services, including, without limitation, any party responsible for Carrier's charges as a third-party or "bill to" payor.
4. This Rules Tariff supersedes all prior tariffs applicable to the transportation and transportation related services provided hereunder, specifically including Rules Tariff GRTT 101-H and all revisions and supplements thereto.

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**RULES AND OTHER PROVISIONS THAT GOVERN THIS RULES TARIFF**

1. This Rules Tariff, which is subject to amendment without prior notice, shall be applicable to all motor carrier transportation services provided by Carrier, except to the extent: (A) prohibited by Applicable Law; or (B) as expressly agreed by Carrier and Customer in writing, or by specific negative reference hereto.
2. Notwithstanding any term(s) listed on any bill of lading, load tender, load confirmation, rate sheet, manifest, label, or other shipment document, Carrier shall not be bound to transport cargo hereunder in any particular vehicle, or in time for any particular market(s), other than to pick-up, transport, and deliver the cargo with reasonable dispatch.
3. All authorities are over irregular routes, except as otherwise provided herein.
4. All rates, charges, or other amounts listed herein are state in, and shall be payable in, United States dollars.
5. If the terms and conditions on any bill of lading, load tender, load confirmation, rate sheet, manifest, label, or other shipment document conflict with, or purport to add to, the terms and conditions of this Rules Tariff, the terms and conditions of this Rules Tariff, as amended, modified, changed, or supplemented, shall govern.

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6. By submitting a signed credit application and by Customer's and/or Consignor's tender of cargo to Carrier, Customer agrees to the terms of this Rules Tariff as they may appear from time to time at [www.groendyke.com](http://www.groendyke.com). Customer understands that from time-to-time Carrier may change the provisions of this Rules Tariff through website notice. At Carrier's election, Customer may be notified of such changes by electronic mail or by other means. If Customer initiates any service(s) hereunder after the date of any change, then by such initiation of such services, Customer accepts and agrees to the terms and conditions as set forth in this Rules Tariff then in effect.
  7. Carrier reserves the right, at its sole discretion, to refuse to transport certain cargo if it is believed that in the performance of transporting said cargo there is a possibility of harm or damage to persons, property, equipment, the environment, or the cargo itself.
  8. Nothing in this Rules Tariff shall be deemed or construed to impose upon Carrier any obligation to pick-up cargo from, or make delivery of cargo to, locations to which it is, in Carrier's discretion, impracticable to operate vehicles or pick-up or deliver cargo, due to the condition of highways, roadways, streets, or alleys, due to the existence or occurrence of Force Majeure Events (as defined in Item 230 herein), due to restrictions or prohibitions under Applicable Laws related to vehicle types, commodities, or services. In addition, or if perceived by Carrier to constitute a risk to environment, vehicle, cargo, vehicle operators, the general public, or pose a security risk. Further, at its sole discretion, Carrier reserves the right to refuse or reject requests for service, or to return accepted shipments, if it is known or perceived that any of the foregoing may exist or occur. Any applicable service guarantees are rendered null and void in the event any of the foregoing is experienced.
  9. Carrier shall not be liable for any failure to perform, including failure to timely perform, services under this Rules Tariff, where such failure is wholly or partially due to a situation of force majeure including, but not limited to, Act of God, War, Fire, Weather, Explosion, Riot, Civil Commotion, Act of Terrorism, Restriction by Government or other Authority, Strikes, Lock Outs, Failure of Suppliers, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control, or which could not be reasonably anticipated by Carrier.
  10. To become a customer of Carrier, a Consignor, Consignee, Intermediary, or other 3<sup>rd</sup> party must execute a Credit Application, be approved for credit by Carrier, and obtain a customer number prior to the initial booking of any shipment of cargo tendered for transportation hereunder.
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## **20 GOVERNING PUBLICATIONS**

Except as otherwise provided, any tariff(s) referring hereto, are governed by the following described publications or software, and by supplements thereto or reissues thereof:

PC\*MILER® distributed by ALK Technologies, Inc. (most recent version that has been adopted for use by Carrier)

U.S. Postal Service 5-Digit Zip Code Directory, as issued by the U.S. Postal Service

U.S. Hazardous Materials Regulations, as promulgated by the U.S. Department of Transportation Federal Motor Carrier Safety Administration

Canada National 6-Digit Postal Code Directory, as issued by the Canada Post Corporation

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**25     LIABILITY AND INDEMNITY OBLIGATION(S) OF CUSTOMER, CONSIGNEE, AND/OR CONSIGNOR**

Customer, Consignee(s), Consignor(s), or other third parties shall indemnify, defend, and hold harmless Carrier from and against any claim, loss, liability, damages, costs, penalty, or expenses (including reasonable attorneys' fees) arising out of the negligence or willful misconduct of or breach of any obligation herein by Customer, Consignee, Consignor, or other third party(ies) or their respective agents, employees, contractors, or representatives.

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**30     ADVANCE LOADING / PRELOADED TRAILERS**

A flat Advance Loading Charge of \$385.00 will apply when, at the customer's request, the carrier is required to provide equipment for loading but is unable to immediately dispatch it to its destination.

This charge reflects the cost of holding equipment and the loss of asset utilization due to delayed transit. The charge applies regardless of the day of the week, ensuring clarity that it is not limited to weekend scenarios.

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**40     APPLICATION OF RULES TARIFF**

The rules and accessorial charges published in this Rules 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, and/or Foreign Commerce; and between points in the United States (except Hawaii) and points in Canada in Foreign Commerce; and between points in the United States (except Hawaii) and Mexico in Foreign Commerce; and between points in the United States (except Hawaii) in Intrastate Commerce.

This Rules Tariff contains the standard terms and conditions for transportation services to be provided Carrier. This Rules Tariff is not filed with any government agency. It is maintained in Carrier's office and copies are available by contacting Carrier at the following address:

Groendyke Transport, Inc.  
2510 Rock Island Boulevard  
Enid, OK 73701

Or by accessing Carrier's website at <https://groendyke.com/>

This Rules Tariff supersedes all prior tariffs applicable to the motor carrier transportation services to be provided hereunder and is subject to amendment without prior notice by Carrier. This Rules Tariff shall be applicable to, and shall govern, all asset based transportation services provided by Carrier, except to the extent: (1) prohibited by applicable law; or (2) as expressly agreed by Carrier and Customer in writing.

Carrier shall not be bound to transport property or arrange for the transport of any property hereunder in any particular vehicle, or in time for any particular market(s), other than to transport said property, or to arrange for the transportation of said property, with reasonable dispatch.

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In the event that any of the terms, conditions or provisions of this Rules Tariff are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. Any unenforceable provisions shall be replaced, if possible, by a mutually acceptable provision which, being valid and enforceable, most nearly approximates the intent and economic effect of the stricken provision. The failure or delay of Carrier to enforce at any time any provision of this Rules Tariff shall not constitute a waiver of Carrier's right to enforce each and every provision of this Rules Tariff at any time in the future.

In the event of a conflict between the provisions of this Rules Tariff and the provisions of a negotiated, fully executed agreement between Carrier and Customer, the provisions of the fully executed agreement will prevail. In the event of a conflict between the provisions of any bill of lading, trip contract, load confirmation sheet, load tender, order form, or other shipment document used hereunder and the provisions of this Rules Tariff, or in the event that any bill of lading, trip contract, load confirmation sheet, load tender, order form, or any other shipment document purports to add to the provisions of this Rules Tariff, the provisions of this Rules Tariff shall govern.

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**45     INSURANCE SURCHARGE**

Insurance Surcharge of 2.0% effective June 15, 2025 will apply to all Line Haul charges for tariff based customers. This surcharge will be reviewed annually and adjusted as needed based on market conditions and insurance cost trends.

This surcharge will initially apply only to tariff customers and not to customers with existing rate agreements

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**55     BARRELING (DRUMMING) or TOTING SERVICE**

When Carrier is required, either due to necessity or Customer request, to unload all or a portion of the cargo transported into barrels, drums, totes or other 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. The aforementioned charge(s) in this Section 55 shall be in addition to all other charges covered by this Rules Tariff (see notes).

Notwithstanding the foregoing, notes 1, 2, and/or 3 shall apply to any barreling, toting or drumming service(s) provided by Carrier hereunder:

**NOTE 1:** Carrier shall not be responsible for moving barrels, drums, totes or other moveable containers into position for unloading; nor away from the unloading position after filling. (See Paragraph 1 of this Item 55 for carrier responsibilities).

**NOTE 2:** Carrier will not barrel, tote 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 Consignee, either directly or through a third (3rd) party, furnishes labor, pump, and necessary discharge equipment beyond the pump.

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**60      BILLS OF LADING**

- (1) Upon receipt of cargo transported hereunder, Carrier will immediately examine the cargo offered, and, if found as described, will accept a bill of lading or issue a receipt for each truck load of said cargo which will show the name of the Customer, point of origin, name of Consignee, destination (to include plant or delivery location address), description of the cargo being tendered for transportation hereunder, quantity of said cargo received, and whether transportation charges are prepaid, collect, or to be paid by a 3rd party. If transportation charges are to be collected from anyone other than the Consignor or Consignee at the address shown on the shipment documents, the correct name and address of said third (3rd) party responsible for transportation charges must be shown on the bill of lading. When Carrier is requested to transport cargo consisting of more than one commodity type, the bill of lading or shipping documents must identify each such commodity and the quantity(ies) thereof loaded in each compartment of Carrier's trailer.
- (2) Customer, Consignor, and/or any other person or entity at the origin point and/or each loading point who offers cargo for transportation hereunder shall provide Carrier with shipping papers accurately showing the correct commodity description(s) and associated information and the correct hazardous materials classification(s), if applicable, of the cargo to be shipped, pursuant to the FMCSA Regulations. Customer shall not use any abbreviations in or on the shipping paper(s) and shall describe the hazardous material on the shipping paper, bill of lading, and/or other shipment document by such proper hazardous material description and its hazard class, in the manner required by Part 172, Subpart C of the FMCSA Regulations. When the commodity word description differs from the hazardous materials description and its hazard class, both descriptions shall be shown on the shipment document(s) and/or bill of lading, provided the commodity word description is not inconsistent with the required hazardous material description. The hazardous material description and its hazard class must be shown first, and the commodity word description must be shown last. The shipment document, as used herein, is any document tendering a shipment to Carrier for transportation.
- (3) The Customer shall 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; and any other requirement(s). At the time equipment is ordered by Consignor, Consignee, or Customer, as applicable, said entity placing the order for transportation services by Carrier shall advise Carrier of any and all requirements for accessorial equipment such as pumps, type(s) and/or length(s) of hose(s), type(s) and/or size(s) of fittings, air compressor, and/or other equipment required to complete the loading and/or unloading of cargo transported hereunder.
- (4) Upon receipt of the above information, Carrier will advise the Customer of the type of equipment and its last contents, if requested. Upon approval from Customer for loading, Carrier will tender such equipment as ordered by Customer. When tank trailer or other type equipment arrives at Consignor's location, Consignor or its authorized agent shall inspect Carrier's trailer. Consignor shall be responsible for inspecting Carrier's trailer, evaluating its suitability for transportation of the cargo to be loaded thereon, and accepting said trailer as being suitable therefore. Customer and/or Consignor shall be deemed to have accepted Carrier's trailer as being suitable for the cargo to be loaded thereon when Customer and/or Consignor or any entity acting on behalf of Customer and/or Consignor commences the loading process or instructs Carrier to commence the loading process. Upon commencement of the process of loading cargo on Carrier's trailer, Customer and/or Consignor shall be deemed to have waived any claim(s) against Carrier alleging unsuitability of Carrier's trailer for the transportation of cargo hereunder, and Customer and/or Consignor shall indemnify and hold Carrier harmless from and against any and all claim(s) alleging cargo loss, damage, and/or contamination

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as the result of any alleged defect(s) in Carrier's trailer or other equipment. Upon Customer's and/or Consignor's deemed acceptance of the trailer for loading cargo thereon, all applicable charges detailed herein shall apply.

- (5) To ensure the assessment of the correct transportation charges and to avoid violation or infraction of Applicable Laws, Customer(s) should acquaint itself/themselves with the description of articles in the applicable tariff under which they ship cargo hereunder and ensure that any and all commodity descriptions in the Shipping Papers conform to those in the applicable tariff.
- (6) If Customer and/or Consignor produces a shipping receipt, bill of lading, or other comparable documentation at the time of cargo tender to Carrier, Carrier's driver's signature on such documentation shall serve only as a receipt of the cargo only. Carrier's drivers are not authorized to, and cannot supplement, detract from, or otherwise vary the terms and conditions of this Rules Tariff or any other agreement between Customer and Carrier, or bind Carrier to any additional terms by signing or accepting any bill of lading, delivery receipt, or other shipment document.

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**65 BLIND SHIPMENT**

A charge of \$150.00 will be assessed when Shipper requests a special Bill of Lading that does not include the actual origin or destination facility name.

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**70 CUSTOMER'S OBLIGATION TO NOTIFY OTHER INVOLVED PARTIES**

Except as otherwise agreed to in writing by an authorized representative of Carrier, by tendering cargo to Carrier, Customer represents and warrants that it shall notify all persons or entities involved in the transportation of the cargo, including but not limited to the Consignee, legal and beneficial owner(s) of the cargo, Consignor, and other third (3rd) parties such as freight forwarders, freight brokers, third-party logistics providers, intermodal service providers, any other intermediary(ies), and insurers, that the terms and conditions stated in this Rules Tariff shall apply to the transportation of all cargo tendered for transportation hereunder.

To the fullest extent allowed by law, in tendering cargo to Carrier, all such persons and/or entities described hereinabove shall be conclusively presumed to have agreed to the notification and all other requirements outlined herein.

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**80 AUTHORITY OF BROKER/INTERMEDIARY ACTING AS CUSTOMER/PAYOR**

For any instance in which Customer is acting as a Broker, as that term is defined in 49 USC §13102 and 49 CFR §371.2(a), by tendering cargo to Carrier for transportation hereunder, Customer hereby represents and warrants each of the following to Carrier: (1) that Customer does and will have full and complete legal authority, by written authority, ownership, or otherwise, to agree to provisions of this Rules Tariff, including, but not limited to, the liability limitations and exclusions outlined herein with respect to the cargo which it tenders to Carrier for transportation hereunder and that Customer is fully authorized to do so and legally bind its Customer, client, or other true owner of said cargo to the provisions of this Rules Tariff; and (2) Customer represents and warrants that it has communicated the provisions of this Rules Tariff to its Customer or client; and (3) Customer further warrants and agrees that all limitations and exclusions outlined herein shall be binding upon Customer's successors and assigns, and all consignees, consignors, shippers, subrogees, or other persons or entities claiming any interest in such cargo; and (4)

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Customer shall indemnify, defend and hold Carrier harmless from and against any and all claims for greater or other liability asserted by any consignee, consignor, owner of cargo, subrogee, or other claimant regarding such cargo.

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**90 CLAIMS ALLEGING LOSS OF OR DAMAGE TO CARGO**

Carrier shall have no liability whatsoever for any claims alleging cargo loss or damage which are excluded from Carrier liability under the Uniform Straight Bill of Lading, nor for other losses, damages, delays or failures of performance which are the result of or caused by circumstances or occurrences beyond Carrier's reasonable control, including but not limited to acts of God, the public enemy, the authority of law, inherent vice or nature of the cargo, acts of terrorism and/or terrorist attacks, or the acts or omissions of Customer, Consignor or Consignee, or failure to comply with applicable law(s) or the terms of any applicable agreement. Carrier shall not be responsible for the acts or omissions of lumpers, cartage agents, customs brokers, Mexican interline carriers or other third parties who may be involved in the handling or transportation of cargo, even if Carrier arranged or assisted in arranging such services as an accommodation or service to Customer.

Except as otherwise provided herein, Carrier's liability for cargo loss or damage shall be governed by the provisions of this Rules Tariff and those of 49 USC §14706 (the "Carmack Amendment") as modified herein and as each is in effect as of the date on which Customer and/or Consignor tenders the cargo to Carrier for transportation hereunder and as each may be amended from time to time. In the event of a conflict, the terms and conditions of this Rules Tariff shall apply to the extent permitted by applicable law. Customer acknowledges and agrees that Carrier shall not have any liability for any cargo loss, damage, or contamination pursuant to any other standard of liability.

Procedurally, the filing, investigation, disposition, and processing of all claims alleging loss of, and/or damage to, cargo transported hereunder, shall be governed by the provisions of 49 CFR Part 370, including, but not limited to, the time limitations detailed therein.

A written or electronic communication from the Customer, Consignor, and/or Consignee or other claimant, filed with Carrier within the time limit specified herein and which: (1) contains facts sufficient to identify the shipment; and (2) asserts liability for alleged loss and/or damage; and (3) makes a claim for the payment of a specified or determinable amount of money, will be considered as sufficient to meet the requirements of filing the claim. Notations of shortage or damage on freight bills, delivery receipts, or other documents alone will not constitute sufficient documentation for claim filing purposes.

Claims for loss or damage to cargo being transported hereunder must be filed in writing by Customer within nine (9) months from the date of delivery, or for lost cargo, within nine (9) months of the scheduled date of delivery. In the absence of a scheduled delivery date, the filing period shall begin after a reasonable time period has elapsed for delivery.

Any civil suit or arbitration proceeding related to or alleging loss of or damage to cargo transported hereunder shall be commenced by Customer within two (2) years from the date Carrier gives Customer and/or any other claimant(s) written notice that Carrier is disallowing the claim or any part thereof.

Any claims and/or lawsuits related to or alleging loss of or damage to cargo transported hereunder, which are not filed within the prescribed time limits in this Item 90, shall be conclusively barred.

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Carrier's liability for loss of, and/or damage to, cargo transported hereunder, shall not begin until after Customer's cargo has been loaded on equipment owned or operated by Carrier and accepted by Carrier, signified by signature on the bill of lading by Carrier's driver, and Carrier's driver has taken actual physical possession and control of the loaded trailer.

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**100 SEALS**

Carrier and Customer agree that a broken seal alone shall not be evidence of contamination or adulteration of cargo transported hereunder, nor shall a broken seal be grounds for rejection of a shipment or imposition of any liability for cargo loss, damage, or contamination hereunder.

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**105 IMPROPER OR OVERWEIGHT LOADING; CHARGES FOR RE-WORK**

If Customer (or anyone acting for Customer or on its behalf) loads Carrier's trailer, Customer shall do so in such a way that the gross vehicle weight (hereinafter referred to as "GVW") does not exceed 80,000 lbs. GVW, with said gross vehicle weight distributed as follows: (i) a maximum of 12,000 lbs. GVW on the steer axle; and (ii) a maximum of 34,000 lbs. GVW on the drive axles; and (iii) a maximum of 34,000 lbs. GVW on the tandem trailer axles. In the event Customer, its customer or client, or any third (3<sup>rd</sup>) party acting for or on behalf of Customer or Consignor overloads (beyond any of the aforementioned levels) or misloads Carrier's trailer(s) and re-work/trans-loading or other processing of the cargo becomes necessary, Customer shall assume full responsibility for these costs, including, but not limited to compensating Carrier for additional and/or out-of-route miles, additional fuel surcharge amounts, scale fees, and/or detention charges. Detention charges shall begin to accrue immediately upon arrival of Carrier's driver at the Consignor's location for re-work, without any allowance for free time. Any additional and/or out-of-route miles shall be billed at the agreed upon rate per mile for the applicable shipment, or in the absence of an agreed upon rate per mile, at Carrier's standard rate(s) outlined herein.

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**110 CARRIER'S MAXIMUM LIABILITY FOR CARGO LOSS AND/OR DAMAGE OCCURRING IN THE CONTIGUOUS UNITED STATES OR CANADA**

In no event shall Carrier's total liability for cargo loss, damage, or contamination occurring within the contiguous United States or Canada exceed the lesser of: (1) the actual value of the cargo, as evidenced by an invoice or other supporting document(s); or (2) Fifty Thousand Dollars (\$50,000) per trailer load, less any reasonable salvage value, unless special arrangements are made as outlined in Item 120 herein.

Cargo with a declared value in excess of Two Hundred Fifty Thousand Dollars (\$250,000) per trailer load shall not be accepted by Carrier, and in the event Customer tenders a shipment with a declared value in excess of Two Hundred Fifty Thousand Dollars (\$250,000) per trailer load and Carrier inadvertently accepts such tender, Carrier's maximum liability for loss, damage, or contamination of or to said shipment shall not exceed Fifty Thousand Dollars (\$50,000), unless special arrangements are made as outlined in this Item 110.

Customer, and/or any other claimant making a claim for loss, damage, or contamination of cargo, shall deduct from its claim for damages the reasonable salvage value of the affected cargo. This obligation on the part of Customer and/or claimant shall be in addition to its duty to mitigate damages.



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Additional terms related to the salvage of cargo that is subject to a claim for loss, damage, or contamination are outlined in Item 220 herein.

**120 OPTIONAL EXCESS CARGO LIABILITY BY CARRIER**

Carrier's standard rate quotations are premised upon the maximum liability limitation for cargo loss, damage, and/or contamination detailed in Item 110 herein and Carrier's acceptance of shipments for transportation hereunder is conditioned upon such maximum liability limitation. Customer may request a cargo liability limit from Carrier in excess of the maximum limit outlined in Item 110 above by doing each of the following:

- 1) Obtain Carrier's specific written acceptance, signed by an officer of Carrier, of the additional liability for cargo loss, damage, and/or contamination occurring in the contiguous United States or Canada to be assumed by Carrier prior to the tender of the applicable shipment; and
- 2) Pay appropriate additional charges to compensate Carrier for such increased risk related to the applicable shipment.

Absent such prior signed agreement by an officer of Carrier, Carrier's maximum liability for cargo loss, damage, and/or contamination shall not exceed the maximum liability limit outlined in Item 110 herein, regardless of the transportation rate charged for any shipment hereunder, and notwithstanding any contrary or conflicting entry, term, or provision contained in any bill of lading, other tariff document, trip contract, load confirmation sheet, load tender document, or any other type or form of receipt or shipment document.

Customer acknowledges and agrees that the limitations on Carrier's maximum liability for cargo loss and/or damage outlined herein are reasonable under the circumstances surrounding the transportation of the cargo being transported by Carrier for or on behalf of Customer, including but not limited to, the usual value of Customer's cargo, the transportation charges and mileage rates listed herein, the spot pricing options for additional cargo liability protection for Customer, and Customer's ability to obtain its own cargo liability insurance, or to use other carriers or transportation service providers for transporting domestic or cross-border shipments for or on behalf of Customer.

Customer further acknowledges the following: (1) Carrier offers various different choices of rates and charges and cargo liability levels; and (2) Customer has chosen the limits on Carrier's maximum liability for cargo loss and/or damage outlined herein for rate-making purposes; and (3) Carrier has relied upon the liability limitations for cargo loss and/or damage outlined herein in quoting Customer's transportation rates and will continue to do so hereafter.

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**125 NO LIABILITY FOR CARRIER FOR CARGO LOSS, DAMAGE, OR CONTAMINATION IF CARGO IS LOADED OR UNLOADED IN ACCORDANCE WITH CUSTOMER'S AND/OR CONSIGNOR'S INSTRUCTIONS**

Carrier shall have no liability whatsoever for loss of or damage to cargo transported hereunder or any contamination by or to the cargo related to mis delivery thereof if Carrier's driver delivers said cargo in accordance with instructions (oral or written) provided by Customer, Customer's customer or client, Consignor, or Consignee, including the respective agents, employees, or contractors of each, or anyone otherwise acting for or on behalf of Customer, its customer or client, or the Consignor or Consignee. Customer, Consignor, or anyone acting for or on behalf of Customer shall sign Carrier's delivery memo prior to the commencement of unloading of cargo, which shall be conclusive evidence of Carrier delivering cargo in accordance with Customer's instructions for purposes of this Item 125, but the absence of a signed delivery memo shall not impose liability for cargo loss, damage, and/or contamination, nor shall it absolve Customer from liability for said cargo loss, damage, and/or contamination hereunder.

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**130 NO LIABILITY FOR CARRIER FOR CARGO LOSS OR DAMAGE IN MEXICO**

Carrier's liability for cargo loss and/or damage is limited to loss or damage occurring within the contiguous United States and/or Canada. Carrier shall have no liability whatsoever for any cargo loss or damage or seal integrity occurring in Mexico or otherwise outside the contiguous United States and/or Canada, or while cargo is in the custody or control of any customs brokers, freight forwarders, drayage companies, or cartage agents involved in transporting cargo for or on behalf of Customer at or across the U.S./Mexico border under a through and/or international bill of lading or otherwise. If this geographical liability exclusion is judicially or otherwise determined to be ineffective for any reason whatsoever, then Carrier's liability for cargo loss and/or damage in Mexico shall be limited to the lesser of: (1) five U.S. cents per pound (\$0.05/lb.); or (2) the current standard liability limitation under Mexican law for uninsured cargo for which no higher valuation has been declared, with claims for such Mexican losses to be asserted within the time limits provided under applicable Mexican law. In any event, any loss or damage to cargo being shipped to or from Mexico shall be presumed to have occurred in Mexico, and therefore will be subject to the liability exclusions and limits of this Item 130, absent clear and convincing proof to the contrary, for which Customer and/or any claimant(s) asserting said claim shall bear the burden of proof.

Notwithstanding that shipments may be considered to move on a through bill of lading to ultimate destination, any transportation, interlining, or billing arrangements facilitated by Carrier regarding cargo transportation within, into or out of Mexico (including but not limited to selecting, contracting, or arranging for Mexican motor carriers, customs brokers, freight forwarders, drayage or cartage agents, quoting through rates, billing for and/or remitting payment to Mexican carriers, and/or issuing through bills of lading for transportation into or out of Mexico) are made by Carrier solely as an accommodation and convenience to Customer, which shall not constitute Carrier subcontracting transportation services, and shall not create or impose any liability on Carrier hereunder, and that Carrier shall have no liability whatsoever for cargo loss, damage or delay, or the acts or omissions of any of the aforementioned third parties hereunder or under any agency, subcontractor, joint venture, or similar theory, or otherwise.

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**135 EXCLUDED COMMODITIES**

Unless Carrier has otherwise agreed in writing, signed by an officer thereof, to accept such tender(s), Customer shall not tender to Carrier for transportation hereunder, any shipments consisting of, or containing, any of the following types of commodities: (1) Class 1 – Explosives, Divisions 1.1 – 1.6; (2) Class 2 - Toxic Gases, Division 2.3; (3) Class 4 – Substances Liable to Spontaneous Combustion, Division 4.2; and Substances Which, in Contact with Water, Emit Flammable Gases, Division 4.3; (4) Class 5 – Organic Peroxides, Division 5.1; (6) Class 6 – Toxic Substances, Division 6.1; and Infectious Substances, Division 6.2; (7) Class 7 – Radioactive Material; (8) Polychlorinated Biphenyl (commonly referred to as “PCB(s)"); (9) Hazardous Waste(s); (10) Waste Oil; and (11) Waste Water.

All other commodities tendered to Carrier for shipment hereunder shall be subject to review by Carrier based upon the type or classification of commodity, characteristics of the commodity, hazards associated with or related to the commodity, packaging of the commodity, and/or quantity(ies) thereof. Carrier may reject, in its sole discretion, any shipment tender hereunder from Customer based upon concerns regarding the commodity, including but not limited to type of packaging and/or quantity(ies) thereof. In such instances, Carrier shall have no liability whatsoever to Customer for any said rejected tender(s).

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**140 CUSTOMER’S OBLIGATION TO PROVIDE SAFETY DATA SHEETS TO CARRIER**

Customer shall provide (or shall direct Consignor to provide) Carrier a copy of any and all applicable Safety Data Sheet(s) (commonly referred to as “SDS”) at or prior to the time of arranging pick-up of a shipment hereunder the  SDS provided must be current within 5 years.

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**150 NO LIABILITY OF CARRIER FOR DELAY(S) IN COMPLETING PICK-UP AND/OR DELIVERY; NO SERVICE GUARANTEE**

Unless agreed in writing signed by an officer of Carrier, Carrier shall not be bound to transport a shipment by any particular appointment schedule or in time for a particular market, other than to transport said shipment with reasonable dispatch. Carrier makes no warranties, representations, or guarantees as to on-time pick-up or delivery unless agreed to in writing signed by an officer of Carrier prior to the time of shipment tender. In no event shall a time quotation by Carrier or the scheduling or acceptance of an appointment time by Carrier be considered or construed as a guarantee as to pick-up or delivery time.

Regardless of notations made on any bill of lading, load confirmation sheet, or other shipment document, Carrier shall have no liability whatsoever for any damages of any type resulting from delivery delays, including, but not limited to, costs of shut-down, manufacturing delays, overtime, substitute transportation costs, fines, penalties, charge backs, or claims of any kind, regardless of the legal theory under which such damages may be claimed or alleged and regardless of whether Carrier was advised of the potential for such damages.

Customer’s sole and exclusive remedy for any late pick-up(s) and/or delivery(ies) by Carrier shall be to de-route Carrier from hauling cargo for or on behalf of Customer on any awarded lane(s).

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**160 NO WARRANTY BY CARRIER AS TO THE SUITABILITY OF EQUIPMENT; CUSTOMER'S AND/OR CONSIGNOR'S RIGHT TO INSPECT EQUIPMENT PRIOR TO LOADING**

Except as expressly outlined herein, Carrier makes no warranties as to the suitability of any trailer(s) presented for loading by Customer and/or Consignor, other than that said trailer(s) shall meet the requirements of applicable law(s) related to roadworthiness. Customer and/or Consignor shall have the right to inspect any trailer(s) supplied by Carrier prior to loading cargo thereon and may reject any trailer that does not meet its standards. In such instances, Carrier may, at its option, supply an alternate trailer or may reject the shipment tender. If Customer or Consignor loads cargo on any trailer supplied by Carrier hereunder, Customer shall be deemed to have accepted said equipment as meeting all applicable requirements and standards, including, but not limited to, any requirements or standards set forth in any applicable legislation, law, statute, code, and/or regulation.

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**170 NO GUARANTEE OF EQUIPMENT AVAILABILITY BY CARRIER**

All provisions of transportation and related services by Carrier hereunder shall be subject to equipment availability.

Unless agreed to in writing signed by an officer of Carrier, Carrier reserves the right to refuse any shipment tender based on equipment availability. Carrier shall have no obligation to perform accessorial services.

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**180 OVERCHARGE AND UNDERCHARGE CLAIMS**

Any claim or action at law by Carrier to recover undercharges alleged to be due hereunder, and any claim or action at law by Customer to recover overcharges or duplicate payments alleged to be due hereunder, shall be commenced not more than 180 days after the date of the original freight bill for the shipment with respect to which such undercharge(s), overcharge(s), or duplicate payment(s) is/are claimed. Failure to submit a claim within said one hundred eighty (180) day period shall forever bar any action at law for recovery of the same. Any action at law by Carrier or Customer to collect alleged undercharges, overcharges, or duplicate payment under the terms of this Rules Tariff shall be commenced not later than eighteen (18) months after delivery of the applicable shipment(s). Expiration of said eighteen (18) month term shall be a complete and absolute defense against any such claim, regardless of any extenuating or mitigating circumstances or excuses of any nature whatsoever.

The filing, investigation, disposition, and processing of undercharge and/or overcharge claims shall be governed by the provisions of 49 CFR §378.

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**190 NO OFFSET OF OVERCHARGE, DUPLICATE PAYMENT, OR CARGO LOSS, DAMAGE, OR CONTAMINATION CLAIMS**

Customer shall not offset the amount(s) of any claim(s) for cargo loss, damage, or contamination, overcharge or duplicate payment, or any other claim(s) against Carrier's unpaid freight bills (including linehaul charges, fuel surcharge, accessorial charges, or any other charges by Carrier hereunder).

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**200 PAYMENT TERMS; INTEREST ON LATE PAYMENTS; CURRENCY OF PAYMENTS**

Unless otherwise agreed to in writing by an authorized representative of Carrier, Carrier's invoiced charges (including linehaul, fuel surcharge, accessorial, and all other charges due hereunder) shall be paid within fifteen (15) calendar days of the date of receipt of invoice, provided Customer has established credit with Carrier.

If Customer fails to pay Carrier's invoice in full within fifteen (15) days of its receipt thereof, any unpaid amount(s) shall be subject to a late payment fee equal to 1.5% of the unpaid amount for each 30 day period (or fraction thereof), from the date of receipt of Carrier's invoice until payment is received. In addition, if it becomes necessary for Carrier to retain the services of a collection agency and/or legal counsel to collect any unpaid balance(s), Customer shall be responsible for paying all said collection costs and/or attorney's fees incurred by Carrier.

Date of receipt of Carrier's invoice by Customer is deemed to be three (3) business days from the invoice's accompanying postmark date.

All rates, charges, and/or other amounts listed herein are stated in U.S. funds, and Customer shall pay all rates, charges, and/or other amounts in U.S. funds.

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**210 NO LIABILITY OF CARRIER FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; NO WARRANTIES BY CARRIER**

Carrier shall have no liability whatsoever for any incidental, indirect, special, punitive, exemplary, or consequential damages, including, but not limited to, loss of profits, loss of business, loss of production, or any other damages attributable to, or related to business interruption or loss of customer goodwill, even if Carrier has been advised of the possibility of such damages or if such damages were reasonably foreseeable, and regardless of the legal theory under which such damages are claimed, whether in contract, tort, or otherwise.

Carrier makes no warranties, express or implied, for any transportation and/or related services provided hereunder.

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**220 SALVAGE OF CARGO THAT IS SUBJECT TO A CLAIM FOR LOSS, DAMAGE, OR CONTAMINATION**

Whenever cargo transported by Carrier hereunder is damaged or contaminated or alleged to be damaged or contaminated and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, Consignee, or person entitled to receive such cargo, Carrier, after giving due notice whenever practicable to do so to the owner and any other party(ies) that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such cargo or will engage the services of a competent salvage agent. Carrier will only dispose of the cargo in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The Carrier will make an itemized record sufficient to identify the cargo involved, so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. Carrier also will assign to each lot of such cargo a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

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

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

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

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## **230    FORCE MAJEURE; IMPRACTICABLE OPERATIONS**

Carrier shall have no liability whatsoever for any failure or delay in the performance of a required obligation if and to the extent such failure or delay is caused by acts of God (including, but not limited to, floods, tornadoes, earthquakes, wind storms, cyclones, tidal waves, hurricanes, blizzards, and/or any other unusually severe weather), natural disasters, strikes, civil commotion, work stoppages, labor disputes or other difficulties within the workforce, lockouts, work stoppages, labor shortage, disturbances, acts of terrorism, war (declared or undeclared), insurrection, riot or other civil disturbances, intentional or malicious acts of any third (3<sup>rd</sup>) party(ies) or any organized opposition, fire, explosions, compliance with governmental laws or orders, acts of governmental authority, seizure under legal process, embargo, prohibition of import or export of goods, closure of public highways, railways, airways, or shipping lanes, congestion or service issues, cyber-attacks, viruses, corruption, accidents, epidemics, national, regional, or local emergency(ies), plague, pandemics, outbreaks of infectious disease or any public health crisis, including but not limited to compliance with related practices required or recommended by governmental or health organizations (including by not limited to shelter-in-place, stay-at-home, quarantine or other employee restrictions and/or orders), acts of the public enemy, governmental interference, order, regulation, or other acts of governmental authority, delay or performance failure of third (3<sup>rd</sup>) parties (including suppliers), events that are unforeseeable or unavoidable and beyond remedy if foreseen or any other event(s) or contingency(ies), similar or dissimilar to any of the foregoing, which are beyond Carrier's reasonable control and render the full or partial performance of Carrier's obligations hereunder impossible or impracticable (collectively referred to herein as "Force Majeure Events").

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**240 CARRIER LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE**

Carrier shall have no liability for any injury (including but not limited to death) to persons or damage to property whatsoever, including loading docks, facilities or other property, that arises out of the negligent act(s) or omission(s) or willful or intentional misconduct of Customer, Consignor, Consignee, or any other third party(ies) in the course of the provision of transportation and related services provided by Carrier hereunder. Carrier shall only be liable for personal injury (including death) or property damage to the proportionate extent that Carrier's negligent acts or omissions or willful or intentional misconduct was the proximate cause of the injury (including death) or damage.

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**250 CUSTOMER, CONSIGNOR, OR CONSIGNEE LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE**

Customer, Consignee, Consignor, and/or any other third party(ies) for whom said entity(ies) is/are legally responsible, shall indemnify, defend, and hold Carrier harmless from and against any claim(s), loss(es), liability(ies), damage(s), cost(s), penalty(ies), or expense(s) (including reasonable attorneys' fees) arising out of the negligence or willful or intentional misconduct of or breach of any obligation herein by Customer, Consignee, Consignor, or other third party(ies) for whom said entity(ies) is/are liable or their respective agents, employees, contractors, or representatives.

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**260 RESPONSIBILITY FOR THE PAYMENT OF CHARGES; NO SPLIT BILLING OR THIRD PARTY BILLING BY CARRIER**

Customer shall be the party responsible for the payment of all charges (including linehaul, fuel surcharge, accessorial, and all other charges due hereunder) invoiced by Carrier. Carrier will not "split bill" or otherwise allow for individual invoices to be paid by two (2) or more different payors.

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**270 CUSTOMER RESPONSIBLE FOR THE PAYMENT OF ALL ADDITIONAL COSTS AND/OR CHARGES**

Whenever Carrier incurs additional costs due to specific source requirements, the party responsible for payment of the transportation charges with respect to the shipment giving rise to such costs shall be invoiced at 100% of any and all fees, charges, repairs, replacements and/or general expenses associated with those incurred costs.

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**280 SPECIFIC ROUTING**

When Customer, Consignor, or Consignee requests transportation of a shipment here under over a particular route, or the shortest route is not feasible due to highway or shipment restrictions, the mileage over the longer specified route shall be used in determining charges.

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**290 RECONSIGNMENT OR DIVERSION**

A shipment transported by Carrier under the provisions of this Rules Tariff may be re-consigned or diverted subject to the following conditions:

- 1) The term "re-consignment or diversion" means any one of the following:
    - a) A change in the name or address of the Consignor(s) or Consignee(s).
    - b) A change in the destination.
    - c) Any other instructions given by Consignor, Consignee, or owner of the cargo necessary to effect change in delivery
  - 2) A request for reconsignment or diversion must be made or confirmed in writing by Customer, and proof of ownership must be established by surrender of the original bill of lading or by other means.
  - 3) When a reconsignment or diversion order is received by Carrier, a diligent effort will be made to locate the shipment and to effect the requested change. However, Carrier shall not be responsible for failure to effect such a change, and Carrier shall have no obligation to divert or recon sign a shipment after it has departed the original point of origin, prior to its arrival at the final destination.
  - 4) A charge of \$175.00 will be made for each vehicle re-consigned or diverted under this item in addition to all other applicable charges.
  - 5) When the rate to be applied on an affected shipment's agreed re-consignment or diversion point is higher than the rate from origin to final destination, the higher rate shall be the applicable rate. Reconsignment or diversion charges determined in sub-item 4 of this Item 290 shall be subject to any other additional charges that might apply.
  - 6) Flat Charge; Per Vehicle Charge. When the applicable rate is a flat charge, or per vehicle charge, any excess mileage will be billed at whatever rate per mile reflected by dividing the existing flat rate charge or per Vehicle charge by the applicable mileage plus the applicable fuel surcharge(s).
  - 7) Mileage Rates; Rate Per Mile. When the applicable rate is determined by a per mile charge, the distance shall be the distance from origin to final destination via the reconsignment or diversion points. If there is not an applicable published rate from origin to final destination, the applicable rate per mile shall be \$3.75 plus the applicable fuel surcharge(s).
  - 8) An additional movement of the vehicle from one point to another point within the confines of the same loading or unloading facility to finish loading or unloading, as applicable, such that Carrier is still delivering cargo to the same physical address, said movement shall not be considered a diversion or reconsignment under the provisions of this Item 290.
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**300 SPECIFIC ROUTING**

When Customer requests transportation of a shipment hereunder over a particular route, or the shortest route is not feasible due to highway or shipment restrictions, the mileage over the longer specified route shall be used in determining charges, based upon Carrier's then-current mileage guide.

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**310 DETOUR ROUTE**

When the route from origin to destination normally used by Carrier is closed due to conditions beyond the reasonable control of Carrier, and Carrier is required to use a longer route, the normally applicable rate per mile will apply. In addition to the normally applicable rate per mile, a charge of \$3.75 per mile shall be assessed for all miles run by Carrier in excess of the normally applicable mileage.

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**320 CHOICE OF LAW; DISPUTE RESOLUTION**

This Rules Tariff, and the interpretation and enforcement thereof, and the resolution of any disputes arising hereunder, shall be governed and construed in accordance with the laws of the United States and, to the extent not preempted by applicable federal law or otherwise in conflict with the provisions of this Rules Tariff, the laws of the State of Oklahoma, without regard for, or application of, any conflicts of law principles.

Unless prohibited by law or unless expressly agreed otherwise by Carrier in writing with a specific negative reference hereto, for all matters arising hereunder, jurisdiction and venue shall lie solely and exclusively in the state and federal courts sitting in, or having principal jurisdiction over, Garfield County, Oklahoma. By tendering cargo hereunder, or otherwise engaging Carrier to provide transportation services hereunder, Customer irrevocably consents to the exclusive jurisdiction and venue of said courts, and irrevocably waives all removal and transfer rights therefrom, as well as all objections related to venue, jurisdiction, and/or forum non conveniens.

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**325 SEIZURE AND/OR IMPOUNDMENT OF CARRIER'S EQUIPMENT BY GOVERNMENTAL AUTHORITY(IES)**

In the event Carrier's equipment (truck and/or trailer), and cargo loaded thereon, are seized and/or impounded by any governmental or other law enforcement authority, including, but not limited to United States Customs, Mexican Customs, and/or Canadian Customs for any reason whatsoever, a charge of \$385.00 per vehicle per day shall apply beginning on the date of seizure and continuing until, and including, the date that such vehicle and the cargo loaded therein are released by said governmental or law enforcement authority(ies). Carrier shall have no liability or responsibility for the cargo loaded therein/thereon, during and/or after such seizure and impoundment. Charges listed herein shall apply in addition to all other charges accruing hereunder.

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**330 CLEANING AND HEEL/WASH WATER DISPOSAL**

(Applicable for all types of commodities tendered as cargo for transportation by Carrier.)

Subject to Notes 1 and 2 and exception shown below, a charge of \$475.00 (Easy to clean commodities) for single compartment trailers and \$525.00 (Easy to clean commodities) or multi-compartment trailers will apply per shipment for cleaning. A charge of \$35.00 per gallon for any heel 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 \$750.00 per shipment will apply when a tank trailer has been used for the transportation of a commodity listed in Item #940. (Hard to clean commodities) If the product is an Isocyanate, tank cleaning is \$1,000.00

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

**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 \$3.75 per mile (Minimum \$300.00) for any out of route and/or deadhead miles, in addition to all other applicable charges.

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**340 COLLECTION OF CHARGES/EXTENSION OF CREDIT**

Carrier will not deliver or relinquish possession of any cargo transported by it until all and charges related thereto 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. Any costs and/or fees related to or associated with Electronic Data Interchange and Electronic Fund Transfer transmission will be at the expense of the sender/payor.

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

All charges billed by Carrier hereunder shall be paid by Customer. Customer shall be responsible for billing any third (3rd) party(ies) for any additional charges resulting from issues caused by Customer, Consignor, Consignee, or other third (3rd) party(ies) acting for or on behalf of said parties. Carrier shall have no obligation or responsibility to bill any third (3rd) party(ies), though additional charges may have arisen due to a third party's acts or omissions.

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**350    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 \$300.00 will be assessed. This charge will be in addition to all other applicable charges hereunder and will be paid by Customer.

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**355    LINED TRAILER CHARGE**

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

When a lined trailer is requested or required, a charge of \$150.00 will be assessed. This charge will be in addition to all other applicable charges hereunder and will be paid by Customer.

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**360    COMPUTATION OF TRANSPORTATION CHARGES**

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

**NOTE 1:** Customer's and/or Consignor's actual scale weight will be used if scales are available. If scales are not available, Customer's and/or Consignor'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 transportation charges will be the gross gallons uncorrected for temperature, but not less than the minimum specified.

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**370    CONTAMINATION OR MIXTURE OF PRODUCTS**

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

**NOTE:** Carrier shall have no liability whatsoever for any contamination or off-spec product when product is trans-shipped into or from a rail tank car.

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**380    CUSTOMS SURCHARGE – MEXICO**

The rates named in tariffs governed by this Rules 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 \$475.00 per shipment will be assessed. This charge detailed in this Item 380 shall be in addition to all other lawful charges and shall be paid by the party responsible for payment of the line-haul transportation charges.

**NOTE:** Customs Border Crossing Surcharge includes three (3) days trailer usage in Mexico, after which charges will be assessed at the rate of \$385.00 per calendar day. Any portion, fraction, or

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segment of a calendar day will be charged the full calendar day rate of \$385.00 for all time consumed, will be applicable until trailer returns to U.S. drop point.

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**385 MEXICO TRAILER USAGE**

The surcharge for shipments transported to Mexico is \$475.00 per shipment. A trailer Usage Fee of \$385.00 per calendar day will apply to carrier detained in Mexico beyond three free calendar days. This charge is assessed in addition to all other applicable charges and is billed to the party responsible for the Line Haul transportation.

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**390 CUSTOMS SURCHARGE - CANADA / ALASKA**

The rates named in tariffs governed by this Rules 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 contiguous United States and points in Alaska, a Customs Surcharge of \$375.00 will be assessed each time U.S./Canadian Customs is cleared enroute to destination. This charge detailed in this Item 390 shall be in addition to all other lawful charges and shall be paid by the party responsible for payment of the line-haul transportation charges.

**NOTE:** Customs Surcharge includes two (2) hours of free time each time Customs (both U.S. and Canada) is cleared. Upon the expiration of said free time, detention will be applicable, as outlined herein, in addition to all other charges arising hereunder.

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**400 EXCESS DEADHEAD MILEAGE**

When Carrier is requested by Customer to provide transportation service(s) which require(s) Carrier to run more deadhead mileage than loaded mileage, a charge of \$3.75 per mile will be assessed for the excess deadhead mileage. Charges in this Item 400 are in addition to all other charges covered by this Rules Tariff.

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**410 DEFINITION OF A SHIPMENT**

Except as otherwise specifically provided, the word "shipment" as used in this Rules Tariff shall be considered to mean cargo loaded on one transporting vehicle on one day by one Consignor, covered by one bill of lading and consigned to one Consignee at one destination. (See Definitions and Item 700 herein)

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**420 DETENTION OF VEHICLES**

(Applicable EXCEPT when provisions of Item 430 apply)

- 1) Except as otherwise provided, when through no fault of Carrier, a delay in excess of two (2) hours occurs, either in loading or unloading or in waiting, after Carrier's vehicle has arrived and is available at the designated point for loading or unloading, charges will be assessed at the rate of \$37.50 per fifteen (15) minute increment. Any portion, fraction, or segment of a fifteen (15) minute increment will be charged the full fifteen

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(15) minute rate of \$37.50 per fifteen (15) minutes for all time consumed after the second hour.

- 2) When delivery of any shipment cannot be affected for reasons over which the Carrier has no control, the Carrier will provide the Customer, Consignor, and/or Consignee with courtesy notification of Carrier's vehicle being detained in loading and/or unloading 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 shall be assessed as provided in Paragraph (1) above, or applicable layover charges will apply as provided in Item 430.
- 3) Carrier will provide, time of arrival, time loading and/or unloading commenced and time completed. Carrier will use its reasonable best efforts to provide reasonable advance notification to Customer regarding the expiration of free time; however, notwithstanding this or any other provision of this Rules Tariff, said notification shall serve as a courtesy notification only, and shall not be a prerequisite for Carrier to bill for, or collect, detention charges. For purposes of the calculation of charges owed to Carrier under this Item 420, Customer and/or Consignor and/or Consignee agree that the arrival and departure times indicated by the Global Position System (GPS) history of Carrier's mobile communications system may be utilized by Carrier for purposes of calculating detention charges. (See Note 1, 2 or 3).
- 4) Charges in this Item 420 are in addition to all other charges covered by this tariff.

**NOTE 1:** When Carrier's vehicle 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 included in the calculation of time subject to detention charges, 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 upon the expiration of one (1) hour of free time.

**NOTE 3:** Gasoline, Diesel Fuel, Aviation Gasoline, Jet Fuel, Biodiesel, Motor Fuel Ethanol.  
Detention charges will be assessed for all time upon the expiration of thirty (30) minutes of free time.

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**430 DETENTION-LAYOVER CHARGES**

- 1) Layover applies after Carrier's equipment arrives for loading and/or unloading, and when due to reasons over which Carrier has no control, the Customer, Consignor, 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 \$37.50 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 \$37.50 per fifteen (15) minute increment, subject to a maximum charge of \$800.00 for Single Drivers and \$1,600 for Team Drivers will apply on layovers each day between 5:00 p.m. and 8:00 a.m.

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- 3) Charges will be assessed at the rate of \$31.25 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 \$31.25 per fifteen (15) minutes, will apply on layovers each day between 8:00 a.m. and 5:00 p.m.

**NOTE:** See Item 420 for detention charges in loading and unloading at the designated point.

#### **440 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 most recent version of PC\*MILER® that has been adopted for use by Carrier, 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  
 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 Customer 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**

Amarillo, TX

Borger, TX

#### **COLUMN B**

##### **When Computing Distances From or To**

Phillips Pipeline Terminal  
 and Valero Corporation Pipeline  
 Terminal near Amarillo, TX  
 Agrium U.S., Inc.  
 Phillips, TX  
 ConocoPhillips Company,  
 Engineered Carbon, Inc., and  
 Sid Richardson Co. facilities  
 near (west of) Borger, TX.

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- 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 Colorado Department of Transportation. 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 sub-item 6 of this Item 440 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.

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**450 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

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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 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.

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**460 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 Customer or other party ordering the equipment, and instructions to Carrier are later changed and the equipment is not used due to no fault of Carrier, in addition to all other applicable charges, a charge of \$3.75 per mile, subject to a minimum charge of \$450.00 will be made for all miles traveled in connection with the equipment ordered and not used with the exception of refined products, where a minimum charge of \$450.00 will apply. If the truck has not left the terminal and order is cancelled within 24 hours of the loading time, the minimum charge will apply. (See Note 1) When Carrier's equipment has been loaded prior to cancellation of a shipment and must be unloaded and/or recleaned, the applicable cleaning charge will be assessed, in addition to all other applicable charges.

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

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**470 EQUIPMENT PREPARATION**

When Customer requires special trailer preparation prior to loading, such as replacement of gaskets, valves, etc., a charge of \$275.00 will apply, in addition to all other applicable charges hereunder.

When Customer requires Carrier to transport Kosher shipments, a charge of \$375.00 will apply in addition to all other applicable charges hereunder.

When Customer requires a Nitrogen preparation, a flat fee of \$500.00 will apply along with detention with no free time.

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**480 SUBSTITUTE EQUIPMENT**

When Carrier furnishes equipment, which is not capable of transporting the minimum volume or quantity published in individual rate items because of equipment capacity or weight limits prescribed under any applicable law, regulation, statute, or ordinance, transportation charges shall 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 or volume than the minimum published in the applicable rate item, the published minimum charge(s) shall apply.

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**490 EXPEDITED SERVICE**

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

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**500 FRACTIONS, DISPOSITION OF**

In computing charges under the provisions of this Rules 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.

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**510 HEAT IN TRANSIT**

Heat in Transit Charge is applied during the transportation of temperature-sensitive goods to protect them from cold weather conditions, a charge of \$375.00 shall apply, in addition to all other applicable charges. Heat in Transit is capable of maintaining the product temperature, not raising it. To raise the temperature a Heat Exchanger trailer (Item 515) must be used

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**515 HEAT EXCHANGER**

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When the Customer requires Carrier to provide a heat exchanger unit for maintaining or increasing the temperature of the product during transit, loading or unloading, a charge of \$475.00 shall apply, in addition to all other applicable charges.

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**520 HOSE CHARGE**

On shipments of bulk commodities transported in tank vehicles, 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 \$40.00 per 20-foot length will be assessed for all hose furnished by Carrier, when requested by Customer, Consignor, or Consignee. All lengths of hose that are ordered are chargeable
- 2) When it is necessary for Carrier to dispatch an additional vehicle to deliver extra hose, a charge of \$165.00 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 520 are in addition to all other applicable charges and shall be paid by the party responsible for payment of the line-haul transportation charges.

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**525 HOLIDAY CHARGE**

When Customer loads or unloads on a Holiday, a flat fee of \$450.00 .00 will apply.

Holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

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**530 LOADING AND UNLOADING**

Except as otherwise provided in individual items, rates and charges listed in this Rules Tariff do not include charges for services provided by Carrier related to 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 Carrier's driver to remain with his/her assigned unit in case of emergency or when operating Carrier's unloading equipment. However, Carrier's driver will only render said loading/unloading service under the personal direction of said Consignor or Consignee. Carrier shall have no liability for errors or omissions made in the course of such operations, unless and to the extent such errors or omissions are directly chargeable to the negligent acts or omissions or willful or intentional misconduct of Carrier's driver.

**GROENDYKE TRANSPORT, INC.**  
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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 unloading procedures beyond Carrier's unloading lines. This includes connections to the proper unloading tank or facility, inlet, outlet, or receptacle, turning valves or any other requirements of unloading.

**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.

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**540    LOADING AND/OR UNLOADING RAIL CARS**

- 1) The provisions of this Item 540 will apply when Carrier is requested to load and/or unload a rail tank car.
  - 2) Charges will be assessed at the rate of \$37.50 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 \$37.50 per fifteen (15) minute increment for this service. Chargeable time will commence at Carrier's terminal and will include travel time 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 Rules Tariff, the above charges will apply for the time consumed in such services only.
  - 4) Charges covered by this Item 540 are in addition to all other applicable charges covered by this Rules Tariff.
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**550    MIXED SHIPMENTS IN COMPARTMENTED SEMI-TRAILERS**

Two (2) or more commodities named in this Rules Tariff taking the same or different rates may be shipped as a truckload at one time in a compartmented semi-trailer. On such shipments, transportation 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.

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**560 OPERATING RIGHTS**

**GROENDYKE TRANSPORT, INC.**

**MC-111401 Sub 633**

IRREGULAR ROUTES:

GENERAL COMMODITIES (Except household goods).

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

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**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 where the cargo originated.

**SECTION 2**

**COMMODITIES:**

C99999 GENERAL MERCHANDISE

FROM: All Alberta boundaries extra-provincially

TO: All points in Alberta and Vice Versa.

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**GROENDYKE TRANSPORT, INC.**  
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**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 transported 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.

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**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 (1) 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)

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

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**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.

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**PROVINCE OF ONTARIO**  
Extra-Provincial Operating License No. 020078

1) 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.

2) 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 pickup or delivery in Ontario.

3) 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.

4) 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 pickup or delivery in Ontario.

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**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.

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**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.

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**580 OUT OF ALLOCATION**

Applies only on shipments of refined products as described in Items 790 and 810.

Out of allocation charges shall apply when Carrier arrives to load at a facility, and there is no availability of cargo for Customer; and per preauthorized instructions, Carrier travels to another facility to attempt to pick-up cargo on Customer's account.

Charges for the additional movement of the vehicle will be \$325.00, per additional stop, in addition to all other applicable charges arising hereunder.

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**590 SPECIAL PERMITS**

The rates named in this Rules Tariff or in tariffs referring 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.

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**600 PICK-UP AND/OR DELIVERY SERVICE**

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

- 1) Carrier will be picking up from, and/or deliver to, storage facilities of Customer(s), Consignor(s), and/or Consignee(s) when such facilities are accessible to motor vehicle, and when properly equipped to complete said pick-up and/or delivery.
- 2) In the loading or unloading of commodities, operation of the motor vehicle will be performed by Carrier. Customer, Consignor, or Consignee, or their designated agent(s) shall be responsible for operating any equipment belonging to or utilized by any said party(ies) in the loading/unloading process. Notwithstanding the foregoing, subject to prior agreement, Carrier's driver may perform loading and/or unloading with automatic metering equipment furnished by Customer, Consignor, and/or Consignee. Carrier's driver will only operate Consignee's unloading agreement if such operation has been approved by mutual agreement by Consignee and Carrier prior to the time of delivery.
- 3) Inlet and outlet valves of tank trucks will be sealed by the Customer, Consignor, and/or Consignee or its designated representative(s).

It will be the duty of Consignee or its designated representative(s), to inspect the manifest, bill of lading, or other shipment document(s) to verify the product(s) to be delivered by Carrier, the capability of any delivery storage tanks to receive and safely hold said product(s), and designate the line, inlet valve(s), and/or receptacle(s) to which the unloading hose is to be coupled. Coupling and uncoupling of hoses will be completed by Carrier's driver.

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**610 PUMPING OR AIR PRESSURE SERVICE**

The rates named in this Rules Tariff do not include the cost of loading and/or unloading from the transporting vehicle. When this service is performed by Carrier's truck mounted pump, or air pressure equipment, the following charges shall be assessed. This charge under this Item 610 shall be in addition to all other applicable charges and will be paid by the party responsible for payment of the line haul transportation charges.

\$100.00 – All products EXCEPT the following  
\$125.00 – Asphalt, Asphalt Emulsion and Wax

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**620 REJECTED & RETURNED SHIPMENTS (Except Asphalt Products)**

If, for any reason not ascribable to Carrier, all or any portion of a shipment is rejected by Consignee at destination and, upon instructions from the Customer or his agent, is returned to point of origin, said rejected shipment shall be subject to a charge based on 50% of the linehaul rate per mile subject to a minimum charge of \$1,300.00 per occurrence, 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 620 shall be subject to the full applicable outbound minimum charge.

In the event the rejected shipment cannot be returned to the point of origin for any reason not ascribable to Carrier, charges for any additional movement of the vehicle will be charged based on rate of \$3.75 per mile, subject to a minimum charge of \$1,300.00 per shipment, in addition to all other applicable charges.

If a shipment is moving under backhaul provisions of this Rules 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 Customer 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.

- 1) 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 of this Item 620 shall 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 shall be subject to the rate and minimum applicable on the date of movement.
- 2) 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.

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**630 REJECTED SHIPMENTS (Asphalt Products)**

If, for any reason not ascribable to Carrier, all or any portion of a shipment is rejected by Consignee at destination and, upon instructions from the Customer or his agent, is returned to point of origin, rejected shipment shall be subject to a charge based on fifty (50) percent of the outbound 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 630 shall be charged on the actual quantity returned, subject to a minimum charge of \$650.00 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 of this Item 630 do not apply.

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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 Carrier, then no charge will be made for such return movement.

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**640 RESPONSIBILITY(IES) OF CONSIGNOR AND/OR CONSIGNEE**

Upon arrival of Carrier's vehicle at any of the Consignor's or Consignee's premises, the Consignor and/or Consignee, as the case may be, shall assume the responsibility of examining and validating Bills of Lading, shipping orders, waybills and other shipment documents. In addition, the Consignor or Consignee or those acting on behalf of said party(ies) shall be responsible for directing Carrier's driver 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 and/or operator to maintain tank certification for all delivery locations, as required by law. In the event said owner and/or operator fails to maintain an underground storage tank certification resulting in Carrier being fined, Customer shall reimburse Carrier for the amount of the fine(s) and any other cost(s) or expense(s) incurred by Carrier related thereto.

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

If, for any reason not ascribable to Carrier, shipments are required to be returned to the origin point before reaching the intended destination, the provisions of this Item 650 shall apply.

When shipments are stopped in transit and returned to the original point where loading of Carrier's equipment was performed, on orders that Carrier received from the Customer or Consignee and transmitted to its driver of equipment transporting such shipments, the applicable charges will be negotiated.

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**660 SPECIAL SERVICES**

When any service is performed by Carrier, transportation or otherwise, for which rates or charges are not provided in this Rules Tariff, such service shall be charged for at a rate of \$165.00 per hour, subject to a four (4) hour minimum, or a total minimum charge of \$660 per occurrence. Any charges under this Item 660 will be assessed at the rate of \$41.25 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 \$41.25 per fifteen (15) minute increment for the time required to perform the service(s) hereunder. Chargeable time will commence at Carrier's terminal and include travel to and from the job and time on the job.

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These services include but are not limited to:

- 1) Transfer of product, by Carrier pump, from Customer's underground storage to Carrier's equipment for subsequent movement.
- 2) Service involving pumping and/or storage wholly within a refinery, bulk plant, or construction site.
- 3) Movement from, to, or between pipelines other than regular loading or unloading facilities.
- 4) Carrier furnished service truck with extra loading or unloading equipment to efficiently effect a pickup or delivery.
- 5) Unloading into self-propelled road resurfacing equipment requiring attachment of Carrier's equipment to the road resurfacing equipment.
- 6) 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 Rules 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.

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**670 SPECIAL TRAILER EQUIPMENT**

When Customer requires special trailer equipment, such as dry disconnect fittings or mandatory center unload trailer with curb side vapor recovery, a charge of \$100.00 per occurrence will apply, in addition to all other applicable charges arising hereunder.

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**680 SPOTTING OF TRAILERS AND TRUCKS USED FOR SPOTTING**

- 1) Subject to the availability of equipment and upon request by Customer, Carrier will spot empty or loaded trailers on the premises of Customer, 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 said Consignor, Consignee, or other designated party unattended by Carrier's employee and unaccompanied by a 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 for the purpose of loading or unloading. Empty trailers placed at the premises of Consignor without specific request are not spotted until Carrier receives Consignor's request and places a trailer for spotting. Movement of the trailer from Consignor's premises to the specific site for spotting shall be the obligation of Carrier, and free time shall accrue as provided herein.

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

Trailers with D.O.T. Spec. 306/406 - \$385.00.

Trailers with D.O.T. Spec. 307/407, 312/412, trailers equipped with electric heater units, or dry bulk pneumatic trailers - \$385.00.

Trailers with D.O.T. Spec. 330/331 (LP trailers) - \$385.00.

Non Spec Trailers, Asphalt, Van, or Flatbed Trailers - \$300.00.

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

Trailers with D.O.T. Spec. 306/406 - \$385.00.

Trailers with D.O.T. Spec. 307/407, 312/412, trailers equipped with electric heater units, or dry bulk pneumatic trailers - \$385.00.

Trailers with D.O.T. Spec. 330/331 (LP trailers) - \$385.00.

Non Spec Trailers, Asphalt, Van, or Flatbed Trailers - \$300.00

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 680 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 \$4.25 per mile, subject to a minimum charge of \$650.00 per occurrence will be assessed for each and every mile so traveled. (Note 1).
- 5) When, at the request of the Consignor or Consignee, a truck 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 shall 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), regardless of whether said terminal is nearest to the place designated for spotting, and the place designated for trailer spotting.

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**690 STEAM HEATING SERVICE & STAND BY**

Upon request of shipper or consignee where a shipment requires a trailer to be steamed while in transit, a charge of \$150.00 per hour or fraction thereof will apply. If steam heat is applied to the cargo while in Consignee's plant or at a location outside the Customer's, Consignor's, or Consignee's plant area, a stand-by charge shall be assessed at the rate of \$37.50 per fifteen (15) minute increment. Any portion, fraction, or segment of a fifteen (15) minute increment shall be charged the full fifteen (15) minute rate of \$37.50 per fifteen (15) minute increment for the time required to heat the cargo, including travel time between the Customer's, Consignor's, or Consignee's plant area. Additionally, a charge for the actual cost of the steaming shall also apply. When charges provided in this Item 690 apply, Detention charges will not apply.

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**700 STOP-OFF FOR PARTIAL LOADING AND/OR UNLOADING**

Shipments transported under the rates published in this Rules 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, exclusive of the initial pick-up at origin and final delivery at the destination. Each partial loading and each partial unloading shall be considered a separate stop in the application of this Item 700.
- 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 cargo in any manner is also prohibited.
- 3) The bill of lading, shipping order, or other shipment document 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 cargo 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) Transportation charges will be based on total quantity of cargo on the shipment. When a shipment is partially loaded at stop-off point, the quantity of cargo loaded will be added to the quantity loaded at point of origin to obtain total quantity of cargo on the shipment. In no event will the total quantity on which transportation 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 700 shall 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 \$190.00.

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**710 TAXES, NEW MEXICO GROSS RECEIPTS AND MUNICIPAL** (Applies only on shipments picked up and delivered wholly within the state of New Mexico)

In addition to other charges that may accrue under the provisions of this Rules Tariff, the Customer agrees to pay all New Mexico privilege taxes, and municipal sales taxes, that may accrue when applicable.

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**715 TEAMS**

When the Carrier is required to supply a two-man sleeper team to meet a scheduled delivery or when a two-man sleeper team is requested by a shipper, an additional charge of \$.95 cents per mile shall apply. In either event, the shipper shall be notified that the provisions of this item are applicable. For purposes of this item, miles shall be calculated over the actual route of movement using the PC Miler Practical Routing, Hazmat Program, using the current version from the initial origin point of the shipment to the final destination. Any sleeper team loads for St Marks Powder will not apply to this item, St Marks Powder rate agreement to apply

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**720 THIRD PARTY BILLINGS**

All charges billed under this Rules Tariff shall be paid by the Customer. Customer shall be responsible for billing any third (3rd) party(ies) for any additional or unforeseen charges resulting from issues caused by Customer, Consignor, or Consignee or any other third (3rd) party(ies) acting for or on behalf of Customer, Consignor, or Consignee.

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**730 TOLLS**

Actual over the road highway and bridge tolls shall be assessed to Customer as a direct pass-through cost by Carrier. Customer shall pay said toll cost(s), (both outbound and return) in addition to all other applicable charges. Carrier is not required to provide paper or electronic receipts. The PC Miller current version toll calculations will be utilized.

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**740 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 Customer, Consignor, or Consignee, or when weighing is required to determine assessment of transportation charges, a weighing service charge of \$65.00 + travel time to and from the weigh scale will apply for each service, subject to Note 2.

**NOTE 1:** The word "service" as used in this Item 740 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:** Other than travel time, 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 as outlined herein.

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 transportation 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 Customer's and/or Consignor's facility with a tare weight prior to loading or Customer's and/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 Customer's, Consignor's, or Consignee's facility, such weighing time shall not be subject to the provisions of Item 420.

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- 4) Subject to applicable minimum weight, transportation 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, the weight of the 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 Customer's and/or Consignor's manifest. The weight per gallon arrived at from the ASTM Table will be multiplied by the net gallons shown on the Customer's and/or Consignor's manifest to arrive at net weight to be used in computing transportation charges, provided that net weight is greater than applicable minimum weight. If net gallons are not shown on Customer's and/or Consignor's manifest, gross gallons will be used to arrive at net weight.
- 5) Carrier shall have no liability for differences between weights determined at origin and destination. Charges in this Item 740 shall be in addition to all other applicable charges.
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**750** Where reference is made to this Item 750, rates will apply on the following:

**ANHYDROUS AMMONIA**, in bulk, in tank vehicles in straight truckloads, minimum weight as shown in items referring hereto. Minimum Chargeable Load size: 47,000 lbs

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**760** Where reference is made to this Item 760, 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 referring hereto. Minimum Chargeable Load size: 47,000 lbs

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**770** 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 referring hereto: Minimum Chargeable Load size: 47,000 lbs

**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.

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**780** Where reference is made to this Item 780, 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 referring hereto.

On shipments of Natural Gasoline and Casinghead, when gross gallons are not shown on Customer's bill of lading or loading ticket, transportation charges will be assessed on net gallons. Minimum Chargeable Load size: 8,500 gals

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**790** Where reference is made to this Item 790, rates will apply on **GASOLINE**, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items referring hereto. Not applicable on products described in Items 780 or 800. Minimum Chargeable Load size: 8,500 gals

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**800** Where reference is made to this Item 800, rates will apply on **AVIATION GASOLINE**, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items referring hereto. Minimum Chargeable Load size: 8,000 gals

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**810** Where reference is made to this Item 810, rates will apply on the following Petroleum Products, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items referring hereto. Not applicable on products described in Items 820 or 840.

**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 810 do not apply (See Item 770). Minimum Chargeable Load size: 47,000 lbs

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**820** Where reference is made to this Item 820, rates will apply on **BIODIESEL**, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items referring hereto. Minimum Chargeable Load size: 6,800 gals

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**830** Where reference is made to this Item 830, rates will apply on **ETHANOL** Motor Fuel, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items referring hereto. Minimum Chargeable Load size: 8,000 gals

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**840** Where reference is made to this Item 840, rates will apply on **JET FUEL**, in bulk, in tank vehicles, in straight or mixed shipments, minimum as shown in items referring hereto. Minimum Chargeable Load size: 7,200 gals

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**850** Where reference is made to this Item 850, rates will apply on **PROPANE**, in bulk, in tank vehicles, in straight truckloads, minimum as shown in items referring hereto. Transportation charges will be assessed on the net gallons at 60 degrees Fahrenheit and Customer and/or Consignor shall certify on bill of lading the number of net gallons at 60 degrees Fahrenheit loaded at point of origin. Minimum Chargeable Load size: 8,500 gals

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**860** Where reference is made to this Item **860**, rates will apply on the following commodities, in bulk, in tank vehicles, in straight truckloads, minimum as shown in items referring hereto. Transportation charges will be assessed on the net gallons at 60 degrees Fahrenheit and Customer and/or Consignor 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)

Minimum Chargeable Load size: 7,800 gals

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**870** Where reference is made to this Item **870**, rates will apply on the following Commodities, in bulk, in tank vehicles, in straight or mixed truckloads, minimum as shown in items referring hereto:

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

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TRANSMISSION FLUID

Minimum Chargeable Load size: 47,000 lbs

**880** Where reference is made to this Item 880, 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 referring hereto. Minimum Chargeable Load size: 180 BBLs

**890** Where reference is made to this Item 890, rates will apply on **DRY FERTILIZERS**, in bulk or in bags, in straight or mixed truckloads, minimum weight as shown in items referring hereto. Minimum Chargeable Load size: 47,000 LBS

**900** Where reference is made to this Item 900, rates will apply on the following commodities, in bulk, in tank vehicles, truckload minimum weight as shown in items referring 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

. Minimum Chargeable Load size: 47,000 LBS

**910** Where reference is made to this Item 910, rates will apply on **FLOUR**, in bulk, in pneumatic tank vehicles, in straight truckloads; minimum weight as shown in items referring hereto.  
. Minimum Chargeable Load size: 47,000 LBS

**920** Where reference is made to this Item 920 rates will apply on **MILL FEEDS (Dry) viz: BRAN SHORTS, and STANDARD MIDDINGS**, in bulk, in pneumatic tank vehicles, in straight truckloads, minimum weight as shown in items referring hereto.  
. Minimum Chargeable Load size: 47,000 LBS

**930** Where reference is made to this Item 930, rates will apply on **MOLTEN SULFUR**, in bulk, in tank vehicles, minimum as shown in items referring hereto.  
. Minimum Chargeable Load size: 48,000 LBS

**940** Where reference is made to this Item, rates will apply on the following commodities, in bulk, in tank vehicles, minimum as shown in items referring hereto.

Acrylonitrile

Allyl Chloride

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Aluminum Chloride	2-Methylcyclohexylamine
Ammonium Poly Sulphide Solution	Methyl Vinyl Pyridine
Industrial Grade	Muriatic (Hydrochloric) Acid
Animal Fats and Oils (Tallow)	Nitrates, Silver and blends thereof
Arsenics, and blends thereof	Nitric Acids, and blends thereof
Arsenic Trichloride	Nitro Carbo Nitrate Solution
Benzene (Benzol)	N-Methyl cyclohexylamine
Benzyl Mercaptan	N, N-Dimethyl cyclohexylamine
Blasting Agents	Paint, Liquid
Chloride, Ferric	Petroleum Wax, Liquid
Chloride, Zinc	Phene
Coal Naphtha	Phene Hydride
Commodities requiring interior lined trailers	Phenol, and blends thereof
Cresol, and blends thereof	Phosphorus Trichloride
Cresylic Caustic	Phthalic Anhydride
Cyclohexatriene	Piperidine
Deicing Fluid	
Di cyclohexylamine	Plastic & Resins, Liquid
Dimethyl Formamide	Polycat 8
3-Dimethylcyclohexylamine	Polycat 12
Disulfide Oil	Printing Ink
Dye	1,2 Propylene Diamine
Glue	Pyro-Benzol
Glycidyl Methacrylate	
Herbicides	Silicon Tetrachloride
Hydrazine	Sodium Bichromate
Hydrofluorosilic Acid	Sodium Hypochlorite
Inhibitors, containing Sodium	Toxaphene
Bichromate	Varnish
Insecticides	Water Clarifying Compounds (Latex Polymers)
Isocyanates, and blends thereof	
Latex	
Methanesulfonic Acid	. Minimum Chargeable Load size:
Meta xylene Sulfonic Acid	47,000 LBS
Methanesulfonic Acid	
Methane sulfonyl Chloride	

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**950** Where reference is made to this Item 950, rates will apply on **LIQUID COMMODITIES NOIBN**, in bulk, in tank vehicles, minimum as shown in items referring hereto.  
. Minimum Chargeable Load size: 47,000 LBS

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**960** Where reference is made to this Item 960, rates will apply on **GENERAL COMMODITIES NOIBN** (except Commodities in bulk, not in tank vehicles), minimum as shown in items referring hereto.  
. Minimum Chargeable Load size: 47,000 LBS

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**970** Where reference is made to this Item 970, rates will apply on **Shipper Owned Trailers**, minimum as shown in items referring hereto.  
. Minimum Chargeable Rate is per Load.

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**5000 ABBREVIATION EXPLANATION**

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

**REFERENCE MARK      EXPLANATION**

\$	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