WTVA 100-T CANCELS WTVA 100-S

WILSON TRUCKING CORPORATION

(MC - 64600)

TARIFF NO. 100-T

(CANCELS TARIFF NO. 100-S)

CONTAINING
RULES AND PROVISIONS
APPLYING
BETWEEN POINTS WITHIN
THE UNITED STATES

RULES AND REGULATIONS TARIFF

THIS TARIFF APPLIES ON INTERSTATE TRAFFIC, INTRASTATE TRAFFIC AND FOREIGN COMMERCE ONLY, AND THEN ONLY IN CONNECTION WITH TARIFFS MAKING SPECIFIC REFERENCE HERETO, EXCEPT TO THE EXTENT SUCH TARIFFS CONTAIN SPECIFIC PROVISIONS AT VARIANCE WITH THOSE HEREIN.

ISSUED: MAY 5, 2014 EFFECTIVE: MAY 12, 2014

ISSUED BY

WILLIAM. L. MCGINLEY
VICE PRESIDENT - PRICING & TRAFFIC
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Note: The Dash (-) between numbers indicates "through".

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SECTION 1 RULES AND REGULATIONS

ITEM 110

OPERATING AUTHORITY

MC 64600, SUB 62

To operate as a <u>common carrier</u>, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting <u>general commodities</u> (except classes A and B explosives, household goods and commodities in bulk), between points in the United States (except Alaska and Hawaii).

MC 64600. SUB 63

To operate as a <u>contract carrier</u>, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting <u>general commodities</u> (except classes A and B explosives, household goods, and commodities in bulk), between points in the United States (except Alaska and Hawaii), under continuing ontract(s) with commercial shippers or receivers of such commodities

ITEM 112

DEFINITIONS-TERMS AS USED IN THIS TARIFF. OR IN TARIFFS MAKING REFERENCE TO THIS TARIFF

- 1. The term "BUSINESS DAY" means each day, Monday thru Friday, excluding Holidays.
- 2. The term "BUSINESS HOURS" means that time during which operations are generally conducted by the carrier at the point where the service is performed. Applicable only where reference is made hereto in Item 750.
- 3. "Carrier", "consignor" or "consignee" include the authorized representatives or agents of such "carrier", "consignor" or "consignee".
- 4. "Consignee to unload the shipment" means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carrier's vehicle.
- 5. "Consignor to load the shipment" means the consignor will perform the complete service of loading the freight in or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
- 6. The term "DENSITY": Where rates are applicable according to the density of articles as tendered for shipment the word "density" means "pounds per cubic foot". The cubage of loose articles or pieces, or packaged articles shall be determined by multiplying the greatest straight-line dimensions (not circumferential) of length, width and depth in inches, including all projections, and dividing by 1728 cubic inches (one cubic foot). The density shall be the result of the divisions of the weight per article, piece or package by the cubage ascertained. A vertical dimension of 96 inches will be used to determine the cube of the individual shipping unit(s) when top loading of like cargo is precluded because of but not limited to the nature of the articles, packaging or lack of packaging, pyramiding, attachment of items to prevent top loading, or specific instructions by the shipper on the bill of lading, shipping papers, or notation on the shipping containers

ITEM 112 Continued on next page

ITEM 112 Concluded

- 7. The term "HOLIDAY" means: New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday.
- 8. "Joint-line traffic" means the transportation of a shipment via two or more motor carriers, not including carriers performing pickup service at a point of origin or delivery service at point of destination intermediate interchange point as agent of the originating or delivery carriers.
- 9. "Place" (See NOTE A), means a particular street address or other designation of a factory, store, warehouse place of business or private residence at a "point".
- 10. "Point" means a particular city, town, village, community or other area, which is treated as a unit for the application of line-haul rates.
- 11. "Single line traffic" means the transportation of a shipment via one carrier or via two or more motor carriers specifically designated as being considered as one carrier, whether pickup service at point origin or delivery service at point of destination is performed by the carrier or for its account by another carrier as its agent.
- 12. "Site" means a particular platform or specific location for loading or unloading at a "place".
- 13. "Traffic handled direct" means the transportation of a shipment via only one motor carrier (not including carriers specifically designated as being considered as one carrier), whether pickup service at point of origin or delivery service at point of destination is performed by such carrier or for its account by another carrier as its agent.
- 14. "Truck" or "vehicle" means any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
- 15. "Two-line haul", "three-line haul" or "four-line haul" includes the carrier for whose account the provisions are published. Unless otherwise specifically provided, two or more carriers specifically designated as being considered as one carrier will be considered as only one line.
- 16. Where the terms LTL, AQ or Less-than-Truckload or Any Quantity are used, such terms refer only to an amount of freight subject to rates applying on less than 20,000 lbs
- 17. Where the terms Vol. or TL (Volume or Truckload) are used, such terms refer only to an amount of freight subject to rates applying on 20,000 lbs. or more and further subject to any stated minimum weights provided in connection with rates or provisions.
- 18. "TIR CARNET" means a document used to expedite the movement of goods in international trade and it guarantees the custom duties, if any.

NOTE A The "place" shall include only contiguous property which shall not be deemed separate if intersected by a public street or thoroughfare.

ITEM 115

APPLICATION OF OFF-BILL DISCOUNTS, VOLUME INCENTIVES DISCOUNTS, ALLOWANCES AND COMMISSONS

Except as otherwise provided in individual publications, the following provisions will apply on shipments subject to off-bill discounts, volume incentive discounts, allowances and commissions (hereinafter referred to as additional refunds):

- 1. Additional refunds will not be paid until the freight charges have been paid in full.
- 2. If the freight charges have not been paid within 60 days from the date of shipment, the additional refunds will not be paid.
- 3. If the customer does not request payment within 180 days from the date of shipment, the additional refunds will not be paid.
- 4. Requests for additional refunds must contain sufficient information for carrier to identify the shipments.
- Additional refunds will apply for specific customers as listed in carrier's individual discount publications and then only when said customers are the payers of the freight charges.
- 6. Additional refunds will apply only on shipments handled direct via WTVA.
- 7. Unless otherwise provided additional refunds will apply only on linehaul charges exclusive of fuel surcharges, accessorial charges and floor minimum charges.
- 8. Additional refunds will not apply on the following:
 - Volume or Truckload Charges.
 - Spot Quotes or Charges Per Vehicle Used.
 - Control or Exclusive Use of Vehicle.
 - Capacity Loads.
 - Cubic Capacity Rules.
 - Emerald Time Definite Shipments.
 - Emerald Critical Expedited Shipments.

ITEM 120

FUEL SURCHARGE APPLICATION OF SURCHARGE (See NOTES)

All charges for line haul transportation resulting from rates and/or charges, named in this Tariff and supplements thereto, are hereby or will on their effective dates be increased as provided below, for the period this Supplement is in effect. In applying the provisions of this Item, first determine the applicable line haul charge including all applicable increases and/or discounts, if any. The line haul charge so determined will be further subject to the surcharge provided herein.

The Fuel Surcharge will be added to all freight charges for line haul transportation and to all charges for other services which consume fuel.

The net line haul charge will be subject to a fuel surcharge as provided below. The amount of the fuel surcharge will be determined by the U.S. National Average Fuel Index for diesel fuel as provided by the U.S. Department of Energy (D.O.E.). The current Index may be obtained by calling 1-202-586-6966.

The diesel fuel index announced each Monday will be utilized to determine the applicable fuel surcharge, which surcharge will be adjusted up or down on the succeeding Wednesday based on the above referenced U.S. D.O.E. Index. The LTL Surcharge will be calculated by subtracting 110 cents from the index and then multiplying the remainder by .00115 rounded the nearest .1%. The Truckload Surcharge will be calculated by multiplying the LTL Surcharge by 1.5 rounded to the nearest .1%.

The following table is for example only:

Fuel Price	LTL Surcharge										
381.0	31.20%	384.0	31.50%	387.0	31.90%	390.0	32.20%	393.0	32.50%	396.0	32.90%
381.1	31.20%	384.1	31.50%	387.1	31.90%	390.1	32.20%	393.1	32.60%	396.1	32.90%
381.2	31.20%	384.2	31.50%	387.2	31.90%	390.2	32.20%	393.2	32.60%	396.2	32.90%
381.3	31.20%	384.3	31.50%	387.3	31.90%	390.3	32.20%	393.3	32.60%	396.3	32.90%
381.4	31.20%	384.4	31.60%	387.4	31.90%	390.4	32.20%	393.4	32.60%	396.4	32.90%
381.5	31.20%	384.5	31.60%	387.5	31.90%	390.5	32.30%	393.5	32.60%	396.5	32.90%
381.6	31.20%	384.6	31.60%	387.6	31.90%	390.6	32.30%	393.6	32.60%	396.6	33.00%
381.7	31.20%	384.7	31.60%	387.7	31.90%	390.7	32.30%	393.7	32.60%	396.7	33.00%
381.8	31.30%	384.8	31.60%	387.8	31.90%	390.8	32.30%	393.8	32.60%	396.8	33.00%
381.9	31.30%	384.9	31.60%	387.9	32.00%	390.9	32.30%	393.9	32.60%	396.9	33.00%
382.0	31.30%	385.0	31.60%	388.0	32.00%	391.0	32.30%	394.0	32.70%	397.0	33.00%
382.1	31.30%	385.1	31.60%	388.1	32.00%	391.1	32.30%	394.1	32.70%	397.1	33.00%
382.2	31.30%	385.2	31.60%	388.2	32.00%	391.2	32.30%	394.2	32.70%	397.2	33.00%
382.3	31.30%	385.3	31.70%	388.3	32.00%	391.3	32.30%	394.3	32.70%	397.3	33.00%
382.4	31.30%	385.4	31.70%	388.4	32.00%	391.4	32.40%	394.4	32.70%	397.4	33.10%
382.5	31.30%	385.5	31.70%	388.5	32.00%	391.5	32.40%	394.5	32.70%	397.5	33.10%
382.6	31.30%	385.6	31.70%	388.6	32.00%	391.6	32.40%	394.6	32.70%	397.6	33.10%
382.7	31.40%	385.7	31.70%	388.7	32.10%	391.7	32.40%	394.7	32.70%	397.7	33.10%
382.8	31.40%	385.8	31.70%	388.8	32.10%	391.8	32.40%	394.8	32.80%	397.8	33.10%
382.9	31.40%	385.9	31.70%	388.9	32.10%	391.9	32.40%	394.9	32.80%	397.9	33.10%
383.0	31.40%	386.0	31.70%	389.0	32.10%	392.0	32.40%	395.0	32.80%	398.0	33.10%
383.1	31.40%	386.1	31.80%	389.1	32.10%	392.1	32.40%	395.1	32.80%	398.1	33.10%
383.2	31.40%	386.2	31.80%	389.2	32.10%	392.2	32.50%	395.2	32.80%	398.2	33.10%
383.3	31.40%	386.3	31.80%	389.3	32.10%	392.3	32.50%	395.3	32.80%	398.3	33.20%
383.4	31.40%	386.4	31.80%	389.4	32.10%	392.4	32.50%	395.4	32.80%	398.4	33.20%
383.5	31.50%	386.5	31.80%	389.5	32.10%	392.5	32.50%	395.5	32.80%	398.5	33.20%
383.6	31.50%	386.6	31.80%	389.6	32.20%	392.6	32.50%	395.6	32.80%	398.6	33.20%
383.7	31.50%	386.7	31.80%	389.7	32.20%	392.7	32.50%	395.7	32.90%	398.7	33.20%
383.8	31.50%	386.8	31.80%	389.8	32.20%	392.8	32.50%	395.8	32.90%	398.8	33.20%
383.9	31.50%	386.9	31.80%	389.9	32.20%	392.9	32.50%	395.9	32.90%	398.9	33.20%

NOTE A: Subject to a Minimum Surcharge of \$1.95 per shipment.

ITEM 300

ADVANCING OR PAYING CHARGES (See NOTES C and D) (Exception to NMFC Item 300)

- 1. Unless otherwise instructed by shipper or consignee, carriers may advance or pay charges for truck entry fees, or for accrued lawful charges of air or water carriers (See NOTE A). Such advancements or payments together with the charges accruing under this Item shall be assessed against the party against whom the freight charges on the shipment involved are assessed. Billing under this item may be made either at the time of billing of the freight charges if the advancements or payments are then known; or by subsequent billing as necessary.
- 2. The charges of the carrier for advancing or paying monies above described will be:

WHEN THE AMOUNT ADVANCED OR PAID	CHARGE WILL BE:
<u>IS:</u>	
Not over \$350.00	\$25.00
Over \$350.00 not over \$400.00	27.50
Over \$400.00 not over \$450.00	30.00
Over \$450.00 not over \$500.00	33.00
Over \$500.00 not over \$550.00	36.00
Over \$550.00 not over \$600.00	39.00
Over \$600.00 not over \$650.00	42.00
Over \$650.00 not over \$700.00	45.00
Over \$700.00 not over \$750.00	48.00
Over \$750.00 not over \$800.00	51.00
Over \$800.00 not over \$850.00	54.00
Over \$850.00 not over \$900.00	57.00
Over \$900.00 not over \$950.00	60.00
Over \$950.00 not over \$1000.00	63.00
Over \$1000.00	(See NOTE B)

- NOTE A: Charges specified in this rule must be entered on billing in such manner as to accurately describe their exact character.
- NOTE B: Charges for amounts in excess of \$1000.00 should be computed at the ratio that \$63.00 bears to \$1000.00.
- NOTE C: This Item will not apply on wharfage, handling, usage, loading or unloading at piers, wharves, dockside terminals or warehouses.
- NOTE D: Provisions of this Item do not include the advancing of broker's fees or in bond shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

ITEM 345

ARRIVAL NOTICE AND UNDELIVERED FREIGHT

ARRIVAL NOTICE:

- 1. Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment.
- 2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of the shipment.
 - (a) The notice will be given by telephone, if convenient and practicable; otherwise by mail or telegraph. The notice, however transmitted, will specify the point of origin, the consignor and the commodity and weight of the shipment
 - (b) If the consignee's address is unknown to the carrier, the notice will be mailed to consignee at the post office serving the point of destination shown on the Bill of Lading.
 - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8:00 A.M. on the first business day after it was mailed.

UNDELIVERED FREIGHT:

- (a) If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the carrier cannot locate the consignee, or if the freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason there for.
- (b) Undelivered shipments will be subject to Storage as provided in Item 910 of Detention as provided in Items 500, 501 and 502.
- (c) On undelivered shipments, disposition instructions issued prior to tender of delivery will not be accepted as authority to re-ship or return a shipment or to limit storage liability.

ITEM 360

BILLS OF LADING Corrected Bills of Lading

Corrected bills of lading to change the freight charge collection status from prepaid to collect will not be acceptable once the shipment has been delivered.

A corrected bill of lading to change the original transportation contract from prepaid to collect will not be accepted if Section 7 (Non-recourse Clause) of the corrected bill of lading has been signed by the consignor.

ITEM 360-01

BILLS OF LADING

Except as noted in this Tariff or in Individual Tariffs and Contracts referring to this Tariff, shipments accepted by WTVA or agents will be subject to the terms and conditions of Item 360 of the National Motor Freight Classification. If terms and conditions or rules appearing on the shipping document (Bill of Lading) conflict with Item 360 in the NMFC the conflicting terms and conditions will be considered null and void.

ONLY carrier personnel with the title of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. NO other person(s) is authorized. Where a Bill of Lading, other than the Uniform Bill of Lading or the carrier's Bill of Lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the entity to deliver. It is NOT a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will NOT constitute an implied acceptance by the carrier.

Reference made to Tariffs or "Tariffs on File" mean Tariffs contained in the carrier's files. Such Tariffs shall be available to shippers on request to the extent that they apply to the shipper.

WTVA 100-T

SECTION 1 RULES AND REGULATIONS

ITEM 360-10

BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES (Exceptions to Section 1(f) of NMFC Item 360)

When payor of freight or other lawful charges requires or requests, as a prerequisite to payment (NOTES A and B):

- 1. That proof of delivery be furnished in any form, a charge of \$2.50 for each such document or copy will be made.
- 2. When validation of a freight bill is required as a prerequisite for payment of the freight charges and consignee fails to validate the freight bill at time of delivery thus requiring the carrier to resubmit the freight bill for validation, a charge of \$12.80 will be assessed for that service.
- 3. NOTE A--The charges set forth in this Item will not apply to:
 - (a) Bank Payment Plans when documentation is limited to (1) deposit ticket(s) supplied by the bank; (2) supporting freight bills not in excess of the number set forth in Section 1 (e) of NMFC Item 360; or (3) the return of a copy of the bill of lading furnished by shipper.
 - (b) Sight Draft Plans when documentation is limited to (1) sight drafts which do not require the carrier to provide information pertaining to the rating of the shipment(s) on the sight draft; (2) supporting freight bill(s) and statement(s) of charges not in excess of number set forth in Section 1 (e) of NMFC Item 360; or (3) the return of a copy of the bill of lading furnished by shipper.

NOTE B--The provisions set forth in this Item will not apply to shipments moving on United States Government bills of lading.

ITEM 360-50

BILLS OF LADING - ORDER - NOTIFY SHIPMENTS (Exception to NMFC Item 360)

Unless otherwise provided, Order Notify Shipments will be accepted, subject to a charge of \$39.00 per shipment, which charge will be in addition to all other lawful transportation charges.

ITEM 360-60

BILLS OF LADING

(Application of proper items, classes, and/or rates – inadvertence clause)

When bills of lading are prepared by the shipper for shipments handled by WTVA, the complete information required to be shown on the bill of lading by the bill of lading contract and Item 360 of the NMFC must be shown on the bill of lading, including the complete and proper description of all the articles in the shipment. These provisions apply also when the applicable pricing consists of a rate or rating applicable on "Freight, All Kinds". If the bill of lading contains a commodity description of "Freight, All Kinds" or "FAK" or other such wording, other than a complete description of the articles shipped, or a description that is not complete enough to enable the carrier to accurately determine the applicable Class Rating provided in the governing Classification, the shipment may be subject to a minimum charge based on the applicable Class 150 rate less the applicable percentage discount.

NOTE A: When (or if) both shipper and WTVA subsequently agree that the proper classification for the product transported is other than Class 150, the freight charges will be accordingly adjusted.

ITEM 390

MINIMUM CHARGE AND CAPACITY LOADS (NOTES A, B, C, D AND E)

- 1. When any shipment is tendered to WTVA that occupies the full visible capacity of a vehicle or doubles trailer, the minimum charge for that quantity of freight loaded in or on each will be subject to the following:
 - (b) Shipments subject to commodity rates the TL or Vol. rates and minimum weights applicable.
 - (c) Shipments subject to class rates or both class and commodity rates the minimum charge will be Class 77.5 for 20,000 lbs.
- 2. When a shipment is tendered which cannot be loaded in one vehicle or doubles trailer, the following will apply:
 - (a) Each vehicle or doubles trailer loaded to capacity will be subject to the minimum charge as provided in paragraph 1 above.
 - (b) When the otherwise applicable charges, on any overflow portion of a shipment on a vehicle or doubles trailer not loaded to capacity, do not equal or exceed the minimum charge provided in paragraph 1 above, the charge for such overflow portion of the shipment loaded into or on the last vehicle or doubles trailer not loaded to capacity will be as a separate shipment.
- NOTE A--The terms "occupies the full visible capacity", "loaded to capacity" or "capacity load" refer to the extent each vehicle or doubles trailer is loaded and mean:
 - (a) That quantity of freight which, in the manner loaded so fills a vehicle or doubles trailer that no additional article in the shipping form tendered identical in size to the largest article in the shipment can be loaded in or on the vehicle or doubles trailer; or
 - (b) That quantity of freight which, in the manner loaded, so fills the trailer that less than 10 linear feet of floor space remains and the total weight of the shipment is less than 20.000 lbs.
 - (c) That maximum quantity of freight that can be legally loaded in or on a vehicle or doubles trailer because of the weight or size limitations of state or regulatory bodies.
- NOTE B--The term "vehicle" as used in this item means any vehicle or combination of vehicles handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers or containers, the combined length of the trailers or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor. The term "doubles trailer" means a trailer of 29 feet or less in length. On request of the shipper, the carrier shall endeavor to furnish the largest vehicle or doubles trailer available. The shipper will have the right to refuse the vehicle or doubles trailer offered, but once loading has begun, provisions of this item will apply.
- NOTE C--In no event will the charge as determined from paragraph 1 for a doubles trailer and overflow exceed the charge determined from paragraph 1 for a vehicle.
- NOTE D--On shipments in containers (trailers) received from or delivered to water carriers, each container (trailer) will be considered as fully loaded or loaded to capacity. The quantity of freight in each container (trailer), regardless of size, will be charged for at the TL commodity rate at actual weight but not less than the TL minimum weight or at the 20,000 pound class rate at actual weight but not less than the rate for 20,000 pounds.
- NOTE E: For the purpose of applying this rule and charge, when two or more shipments are tendered from the same place during one calendar day for delivery to one place, they will be considered one shipment.

ITEM 395

HOUSEHOLD GOODS OR PERSONAL EFFECTS

The charge for an LTL shipment of Household Goods or Personal Effects, as described in NMFC Item 100240, will be for the actual weight or 500 pounds, whichever is greater, at the applicable class 150 rate, but not less than the minimum charge published between the origin and destination in which the traffic is moving. Liability for loss, damage, or destruction of household goods or personal effects, shall be limited to \$0.10 per pound per package, with a maximum liability of \$2,000 per shipment.

ITEM 406

CHECKS RETURNED BECAUSE OF INSUFFICIENT FUNDS (See NOTE A)

Checks received in payment of freight charges which are returned to carrier by the bank because of insufficient funds will be subject to a charge of \$45.00. This charge will be in addition to other applicable charges on the transaction.

NOTE A--Not subject to Item 160 series.

ITEM 430

COLLECT ON DELIVERY (COD) SHIPMENTS

Unless otherwise provided, collect on delivery (COD) shipments may be accepted subject to the following provisions and charges:

SECTION 1: Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading--Short Form", as shown in the NMFC. The letters "COD" must be stamped, typed or written on all such Bills of Lading and Shipping Orders immediately before name of consignee; or, "COD" in red letters at least one-fourth (1/4) inch in height must be stamped or printed across the face of all Bills of Lading and Shipping Orders. Only one "COD" amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on Bill of Lading and Shipping Order. On Straight Bills of Lading--Short Form there must be shown in the space provided for this purpose or in the lower left hand corner of space provided for description of articles, special marks and exceptions, the following information:

Collect on Delivery, \$ and remit to:

Street
City
State Zip
COD Charge to be paid by:
Shipper () Consignee ()

- SECTION 2: Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and name and address of consignor and consignee in accordance with NMFC Item 580.
- SECTION 3: COD packages will NOT be accepted on the same Bill of Lading with packages other than COD and only packages covered by one COD bill may be tendered on one Bill of Lading.
- SECTION 4: If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the Bill of Lading and the Shipping Order must show the following information:

"ATTACHED INVOICE (OR INVOICES) TO ACCOMPANY SHIPMENT TO DESTINATION."

- SECTION 5: COD shipments will NOT be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person.
- SECTION 6: COD shipments will NOT be accepted for transportation subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are responsible to deliver the shipment in accordance with the Bill of Lading contract, except carrier may accept instructions from the consignee to deliver to another location provided all other conditions of Item 430 are met by the consignee and shipper is not responsible for additional freight charges. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carriers are responsible for the disposition of the shipment only in accordance with the Bill of Lading contract and tariff provisions as applicable. Carriers are not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owner of goods.
- SECTION 7: Intoxicating beverages may be handled COD only under the provisions provided by State Laws of the State in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated.)
- SECTION 8: The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee, except carrier reserves the right to require consignee, or his agent, to pay the COD amount in cash at carrier's terminal prior to delivery. Reasons for this may include, but not be limited to, the following:
 - 1. If the consignee wants the freight delivered to an unusual location, such as meeting the driver in a parking lot;
 - 2. The delivery location is not an established business or an established residence;
 - 3. Carrier's personnel suspects dishonesty on the part of the consignee;

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- 4. If the check, money order or cash appears to be unusual, wrong, obliterated, fake or has any other questionable features;
- 5. The consignee wants the freight brought to an alternate location, left on the sidewalk or put in a vehicle;
- 6. The delivery location does not appear to be what is shown on the bill of lading, e.g. there is no sign showing the name of the company, the type of building does not look correct for the freight or the site is not open for business yet;
- 7. The delivery is in an unsafe area where trucks do not normally make deliveries.

SECTION 9:

- a. Only the following forms of payment will be accepted in payment of COD amounts:
 - (1) Cash, up to a maximum of \$250.00. Limit on amount of cash that will be accepted does not apply when COD shipments are picked-up by consignee, or his agent, at carrier's terminal.
 - (2) Check or money order in the amount of the COD made payable to the Consignor.
- b. All checks and money orders shall be made payable to the consignor. The carrier will accept check or money order only and the carrier's sole responsibility to the consignor is limited to forwarding such check or money order to the consignor.
- c. The charge for collecting and remitting the amount of bills for COD shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the Bill of Lading and Shipping Order. Collection or remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to the consignor.

SECTION 10

The delivering carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:

- (1) Number and date of Freight Bill;
- (2) Name and address of shipper or other person designated as payee;
- (3) Name and address of consignee;
- (4) Date shipment delivered;
- (5) Amount of COD;
- (6) Date collected by delivering carrier;
- (7) Date remitted to payee;
- (8) Check number or other identification of remittance to payee.

SECTION 11:

Upon collection of a COD bill, carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within fifteen (15) days after delivery of the COD shipment to the consignee. If the COD shipment moved in interline service the delivering carrier shall, at the time of remittance of the COD collection to the consignor or payee, notify the originating carrier of such remittance.

SECTION 12:

Except as otherwise provided herein, the charges for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD as prescribed herein will be 3% of the COD amount, subject to a minimum charge of \$49.00.

SECTION 13:

COD shipments of explosives designated as "Class A and dangerous explosives" or "Class B and less dangerous explosives" referred to in the Hazardous Materials Regulations will not be accepted.

SECTION 14:

- 1. Carrier will accept only written instructions from the shipper to return the shipment or to change the Bill of Lading provisions on Collect on Delivery (COD) shipments, subject to the provisions of this item by increasing, reducing or canceling the COD amount:
 - a. A charge per shipment of \$56.00 will be assessed in addition to all other lawful charges.
 - b. All charges accrued under this item must be prepaid or guaranteed to the satisfaction of the carrier.

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- 2. Carriers do not obligate themselves to accept the changes provided herein but upon request a reasonable effort will be made to do so, subject to the provisions herein.
- 3. Carrier will, upon written authorization from consignor, change the form of payment of COD amounts to accept consignee's personal check when such form of payment was not originally authorized, subject to an additional charge per shipment of \$56.00. If request is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable charge for redelivery in addition to the charge for changing the form of acceptable payment.
- 4. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

SECTION 15:

The carrier shall not be liable for the collection of the COD amount whenever either of the following conditions apply:

- a. When the shipper fails to mark the Bill of Lading, Shipping Order and Packages in compliance with Sections 1 and 2 of this item.
- b. When the carrier inadvertently fails to collect the proper COD amount and the shipper files no claim for same within 30 days of the days of the shipment's delivery.
- c. If the carrier accepts a COD shipment and fails to collect the COD amount the carrier's liability is limited to the amount of the appropriate COD collection and remitting amount or charge within tariff Item 430.
- d. Carrier will not accept COD shipments when the amount to be collected exceeds \$10,000.00. If a COD shipment with a COD amount in excess of \$10,000.00 is inadvertently accepted, the carrier's maximum liability will be \$10,000.00 if the COD is not collected. The maximum liability of \$10,000.00 will be reduced by any funds collected in the case of partial collection.

ITEM 435

COLLECTION OF FREIGHT CHARGES ON SHIPMENTS OTHER THAN EXPORT SHIPMENTS (NOTE)

- 1. When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at time of shipment, except as provided in paragraph 3.
- 2. When consignor requests carrier to bill a third party, the shipment may be prepaid or collect and payment of charges guaranteed by the consignor if the third party fails to pay such charges within the time allowed under ICC Credit regulations.
- 3. When consignee instructs the carrier to bill the freight charges to a third party and such information is not shown on the bill of lading and shipping order at time of shipment, an additional charge of \$36.00 will be assessed for a new billing in addition to all other applicable charges. The additional charge will be assessed against the party billed for the freight charges.

NOTE--Shipments subject to the provisions of this Item will not be accepted if the consignor executes Section 7 of the Bill of Lading.

ITEM 440

PAYMENT OF RATES AND CHARGES

All rates and charges, including reduced rates and charges that are less than the otherwise applicable full tariff class rates and charges through application of discounts, allowances, commodity rates or any other form of reduction, are subject to the payment rules and regulations of the Interstate Commerce Commission at 49 CFR 1320 and the provisions set forth herein.

Rates and charges contained in tariffs making reference hereto, or herein, are stated in currency of the United States. When payment of freight charges is made in foreign currency, the exchange value of such currency must not be less than the charges valued in U. S. currency.

All shipments upon which the lawfully applicable rates and charges are not paid in full within a thirty (30) calendar day period from date of invoice may be subject to the following late payment provisions:

- 1. "Shipper", as used in this Item, means the debtor and includes, but is not limited to the shipper, consignor and consignee of a shipment, freight forwarders, shippers' associations and shippers' agents and any third party liable or responsible for paying the freight charges.
- 2. The carrier will provide shipper with written notification that the freight bill is past the thirty (30) day credit period.
- A shipper who is delinquent in paying the freight charges may accrue the following service charges on each delinquent freight bill.

 - MINIMUM SERVICE CHARGE......\$22.00
 b) Shipper will have up to fifteen (15) calendar days from the date of Shipper's receipt of Carrier's notification, where the date of receipt is documented by a signed receipt, or up to twenty (20) calendar days from the date of mailing of Carrier's notification, where the date of Shipper's receipt is not documented by a signed receipt, in which to present payment in full.
 - c) Non-payment after this time period, may result in the shipper paying the carrier's full undiscounted, class rates applicable at the time of the shipment, based on the applicable NMFC rating(s).
- 4. If the carrier must subsequently institute legal action, or place the outstanding indebtedness in the hands of an attorney for judicial or other processes of collections, in order to collect the lawful charges the debtor will be assessed an administrative charge of \$67.50 plus a penalty of 40% of the carrier's full undiscounted, class rates applicable at the time of the shipment, based on the applicable NMFC rating(s).

ITEM 470

CONTROL AND EXCLUSIVE USE OF VEHICLE OR DOUBLES TRAILER (Exception To NMFC Item 595) SECTION 1 CONTROL OF VEHICLE OR DOUBLES TRAILER

Except as provided in Section 2 of this item, no shipment is entitled to the exclusive use of the vehicle or doubles trailer in which it is to be transported and the carrier has control of the vehicle or doubles trailer with the unrestricted right to:

- 1. Select the vehicle or doubles trailer for the transportation of a shipment.
- 2. Transfer the shipment to another vehicle or doubles trailer.
- 3. Load other freight on the same vehicle or doubles trailer.
- 4. Remove locks or seals applied to the vehicle or doubles trailer.

SECTION 2 EXCLUSIVE USE OF VEHICLE OR DOUBLES TRAILER

When the exclusive use of a vehicle or doubles trailer is provided by the carrier at the request of consignor or consignee, the following provisions will apply:

- 1. Charges will apply to each vehicle or doubles trailer used to transport the shipment.
- 2. The request must be given in writing or placed on the bill of lading and shipping order.

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- 3. When bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
- 4. The vehicle or doubles trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in paragraph 5.
- 5. In the event a lock or seal has been removed from a vehicle or doubles trailer, the carrier will immediately re-lock or re-seal the vehicle or doubles trailer and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle or doubles trailer except at the instruction of the consignor or consignee.
- 6. Except as provided in paragraph 9, charges will be computed at the rates and weights applicable to the shipment without reference to this item subject to a minimum charge of class 77½ for 32,000 lbs. using 20,000 lb. rate.
- 7. Charges are to be paid or guaranteed by the party requesting the services and the non-recourse stipulation on the bill of lading may not be executed. (This paragraph is not applicable on shipments moving on government bills of lading.)
- 8. When the request for exclusive use of vehicle or doubles trailer is made by the consignor or consignee after shipment has been receipted for and is in possession of the carrier, the carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle or doubles trailer service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by the carrier and be considered as part of the bill of lading contract. Charges will be assessed as provided in paragraph 6 between the point of origin and point of destination.
- Shipments which, because of their weight, dimensions or dangerous character, require procurement of special permits for transportation over streets or highways will be transported subject to the provisions of (Over-Dimension Freight), subject to a minimum charge as provided for each vehicle or doubles trailer utilized.
- 10. Stopoff for partial loading or partial unloading will not be permitted on shipments transported under provisions of this section.

SECTION 3 SPECIAL EXPEDITED SERVICES

When exclusive use, expedited services, or other special service is required as set forth in this item, the following provisions will apply.

- 1. When required, shipments will be picked up and transportation commenced at hours requested by consignor or consignee.
- 2. Shipments will be expedited in an attempt to meet such delivery schedules as may be requested by consignor or consignee.
- 3. When a shipment is tendered under this section, the request must be given in writing, attached and referred to, or inserted in the Bill of Lading and Shipping Order.
- 4. When expedited service under this item is requested after shipment has been received, the request must be confirmed in writing.

DEFINITIONS

The term "VEHICLE" as used in this item means any vehicle or combination of vehicles handled as one unit of not less than 35 feet in length, propelled or drawn by a single power unit and used on the highways in the transportation of property. When the vehicle consists of a power unit and two or more trailers or containers must not exceed 60 feet measured along the center longitudinal line of each trailer or container floor (NOTE).

The term "DOUBLES TRAILER" as used in this item means a trailer of 30 feet or less in length.

NOTE--Carriers are not obligated to provide exclusive use service under the provisions of this item where the operation of doubles trailer, in tandem, drawn by a single power unit, is prohibited by law.

ITEM 480

CUSTOMS OR IN BOND FREIGHT

- 1. Shipments moving under United States Customs Bond for U.S. Customs clearance at a point in the United States will be assessed a charge of \$2.60 per cwt, subject to a minimum charge of \$49.00 and a maximum charge of \$245.00 per shipment, based on the actual weight or applicable minimum weight, whichever is greater. Such charges shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, such trailer shall be considered as a separate shipment for the purpose of applying the provisions of this item.
- 2. Line haul charges on shipments requiring U.S. Customs clearance at a point other than the final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of U.S. Customs clearance, plus the rates and charges applicable from the points of U.S. Customs clearance to the final destination, except no beyond line haul charges will apply when the final destination is located within the terminal area (Item 980) of the points of U.S. Customs clearance.
- 3. Import Freight moving In Bond may not be included in the same shipment on the same Bill of Lading and shipping order with freight not moving In Bond.
- 4. Shipments moving under United States Customs Bond will not be accorded stopping in transit or split pick up or split delivery privileges.
- Detention charges, if any, will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.
- 6. Each IT Permit (Immediate Transportation Permit) issued for movement of an In Bond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. The provisions of this paragraph will not apply to shipments upon which charges are based on 20,000 lbs. or more moving In Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.
- 7. Shipments tendered in a vehicle sealed by or at the instructions of the consignor, or as required by competent authority, will be considered as fully loaded or loaded to capacity and subject to the provisions of Item 390 of this tariff. On shipments cleared enroute by U.S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.
- 8. Shipments moving from the United States under a Tir Carnet issued by the originating carrier are subject to a charge of \$145.00 which will be in addition to all other lawfully applicable rates and charges (including the In Bond charges herein applicable).
- 9. When carrier is required to pick up shipping documents or U.S. Customs Release Forms from forwarder or broker for validation prior to pickup of a shipment, a charge of \$40.00 per shipment will apply, subject to a maximum charge of \$235.00 for each pickup of such shipping documents or U.S. Customs Release Forms.

ITEM 495

QUOTATION OF ESTIMATED CHARGES

- 1. When carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on the basis of the effective published tariff provision(s) as applicable to those facts concerning the shipment(s) which are made known to the carrier.
- 2. Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding either on the carrier or the shipper.
- 3. All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, as applicable to the commodity or commodities shipper and transportation and related services performed in connection therewith.

ITEM 500

DETENTION--VEHICLES WITH POWER UNITS

APPLICATION:

Detention of vehicles—The following item applies to all shipments except shipments of household goods; whole or mixed shipments of uncartoned or uncrated new furniture, fixtures or appliances which require inside strapping, wrapping, bracing and other loading devices similar to those needed for household goods, provided that the uncrated trailerload rate applies; mobile homes; commodities transported in bulk in tank trucks, dump trucks, vehicles pneumatically unloaded and other self- unloading mechanized vehicles; heavy and specialized commodities or articles requiring special equipment or handling outside the scope of the certificates of general-commodities motor common carriers; livestock other than ordinary; articles picked up or delivered to railroad care in railroad owned or leased equipment having prior or subsequent transportation by rail; articles picked up or delivered to water carrier care in equipment owned by or leased to water carriers when prior or subsequent transportation is by water; and shipments to consignors and consignees of waterborne commerce at marine terminal facilities to the extent that the marine terminal operator would be liable to the motor common carrier for truck detention under any applicable detention rule promulgated pursuant to the authority of the Federal Maritime Commission.

Detention--vehicles with power units--This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION 1. GENERAL PROVISIONS

- (a) This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates. For the purpose of this item, the term "TRUCKLOAD RATES" shall be considered to include shipments moving on a rate subject to a stated minimum weight of 10,000 pounds or more when not designated as a truckload rate, and, where applicable, shipments which are assessed charges based on the provisions of a Capacity Load Rule or are accorded Exclusive Use of Vehicle Service or Expedited Service.
- (b) This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to the carrier.
- (c) Free time for each vehicle will be as provided in Section 4. After the expiration of free time, charges will be assessed as provided in Section 5.
- (d) The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. (NOTE A)
- (e) When carrier's employee assists in loading, unloading, or checking the freight, this item will apply whether or not the power unit is actually detained.
- (f) Nothing in this item shall require a carrier to pick up or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

SECTION 2. DEFINITIONS

The following general definitions will apply when the below terms are used in this item:

- (a) "VEHICLE" means straight trucks or tractor-trailer combinations used for the transportation of property.
- (b) "LOADING" includes furnishing carrier with the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment.

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- (c) "UNLOADING" includes:
 - 1. Surrender of the Bill of Lading to the carrier on shipments billed "To Order",
 - 2. Payment of lawful charges to the carrier when required prior to delivery of the shipment,
 - 3. Notification to the carrier that vehicle is unloaded, and
 - 4. Signing of the delivery receipt.
- (d) "PREMISES" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.
- (e) "SITE" means a specific location at or on the premises of consignor, consignee, or other designated party.
- (f) "NORMAL NONWORKING PERIODS" means meal, coffee, and rest breaks.
- (g) "PALLET" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.
- (h) "UNITIZED" means combining of more than one package into a larger package that weighs 500 pounds or more per piece.

SECTION 3. COMPUTATION OF TIME

(a) COMMENCEMENT AND TERMINATION:

- 1. The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee, or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative of consignor, consignee, or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.
- 2. Time shall end upon completion of loading or unloading except as provided for in paragraph (c) of this section. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.

(b) PREARRANGED SCHEDULING:

- 1. Subject to the provisions of Item 503, and upon reasonable request of consignor, consignee, or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.
- 2. When the carrier enters into a prearranged schedule with consignor, consignee, or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignor, consignee, or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against consignor, consignee, or other party designated by them from carrier's actual arrival time subject to an extension of 15 minutes for each 15 minutes, or fraction thereof the vehicle is delayed beyond the originally scheduled arrival time; in no case shall such extended free time exceed 60 minutes.
- If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

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- (c) CONDITIONS GOVERNING THE COMPUTATION OF TIME:
 - Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.
 - 2. When loading or unloading is not completed at the end of normal business hours at the designated place, consignor, consignee, or other party designated by them shall have the option:
 - (i) to request that the vehicle without power remain at its premises subject to the provisions of Section 4 (d); or
 - (ii) to request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired.

 When the vehicle is returned for completion of loading or unloading the computation of any remaining free time will resume. If free time has expired and detention has begun to accrue storage or redelivery charges as may otherwise be provided will be assessed.
- 3. When carrier's employee interrupts loading or unloading by the taking of any normal nonworking periods, any such time will be excluded from the computation of free time, or will be excluded from the computation of time in excess of free time.

SECTION 4. FREE TIME

(a) FREE TIME SHALL BE COMPUTED AS FOLLOWS:

	FREE TIME IN
	MINUTES PER
ACTUAL WEIGHT IN POUNDS PER VEHICLE STOP (NOTE B)	VEHICLE STOP
Less than 10,000	120
10,000 but less than 20,000	180
20,000 but less than 28,000	240
28,000 but less than 36,000	300
36,000 but less than 44,000	360
44,000 or more	420

- (b) When at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets or unitized, or when shipment, is loaded on flat-bed or other open-top equipment, free time shall be one-half that amount normally applicable for the weight, not to exceed 120 minutes, except that, when open-top equipment is used in lieu of closed equipment to transport shipments of unpalletized general commodities, free time will be as provided in Section 4 (a).
- (c) When more than one shipment, each weighing 10,000 lbs. or more, or a shipment, weighing 10,000 lbs. and one or more shipments, other than MC, each weighing less than 10,000 lbs. are loaded on one vehicle at the premises of consignor or when more than one shipment, each weighing 10,000 lbs. or more and one or more shipments, other than MC, each weighing less than 10,000 lbs., are unloaded from one vehicle at the premises of consignee or other designated party, the combined weight will be used to determine free time, in all other individual shipment weight will be used.

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- (d) When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
 - 1. If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further free time allowed.
 - 2. If the change is requested and made after the expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.
- (e) When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.
- (f) Loading or unloading at more than one site at or on the premises of consignor, consignee, or other designated party shall constitute one vehicle stop.

SECTION 5. CHARGES

When the delay per vehicle beyond free time is 1 hour or less, the charge will be \$60.50. For each additional 15 minutes or fraction thereof, the charge will be \$28.50.

- NOTE A--At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.
- NOTE B--Also applies to the last vehicle used in transporting overflow truckload shipments, or to vehicles containing truckload shipments stopped for completion of loading or partial unloading.

ITEM 501

DETENTION--VEHICLES WITHOUT POWER UNITS

APPLICATION:

DETENTION OF VEHICLES—The following Item applies to all shipments, except shipments of household goods; whole or mixed shipments of uncartoned or uncrated new furniture, fixtures or appliances which require inside strapping, wrapping, bracing and other loading devices similar to those needed for household goods, provided that the uncrated trailerload rate applies; mobile homes; commodities transported in bulk in tank trucks, dump trucks, vehicles pneumatically unloaded and other self-unloading mechanized vehicles; heavy and specialized commodities or articles requiring special equipment or handling outside the scope of the certificates of general-commodities motor common carriers and livestock other than ordinary.

DETENTION--VEHICLES WITHOUT POWER UNITS--SPOTTING OR DROPPING TRAILERS--(NOTE)--This Item applies when carrier's vehicles without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

SECTION 1. GENERAL PROVISIONS

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

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- (b) Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the Bill of Lading must show "Shipper Load and Count".
- (c) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this Item shall begin when loading has been completed and possession thereof is taken by the carrier.
- (d) Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this Item shall cease when the trailer is spotted at or on the site designated by consignee.
- (e) Free time for each vehicle will be as provided in Section 3. After the expiration of free time charges will be assessed as provided in Section 4.
- (f) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect.
- (g) Nothing in this Item shall require a carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.

SECTION 2. DEFINITIONS

The following general definitions will apply when the below terms are used in this Item:

- (a) "VEHICLE" means tractor-trailer combinations used for the transportation of property where:
 - 1. "TRAILER" means mobile units with or without wheels, used to transport property and,
 - 2. "TRACTOR" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.
- (b) "LOADING" includes:
 - 1. Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier, and
 - 2. Notification to the carrier that the vehicle is loaded and ready for forwarding.
- (c) "UNLOADING" includes:
 - 1. Surrender of the Bill of Lading to the carrier on shipments billed "TO ORDER".
 - 2. Payment of lawful charges to the carrier when required prior to delivery of the shipment.
 - 3. Notification to the carrier that vehicle is unloaded and ready for forwarding, and
 - 4. Signing of delivery receipt.
- (d) "PREMISES" means the entire property at or near the physical facilities of consignor, consignee, or other designated party.
- (e) "SITE" means a specific location at or on the premises of consignor, consignee, or other designated party.

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(f) "SPOTTING" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification pursuant to Section 3, that the trailer is ready for pickup at any site on premises. Consignor, consignee, or other designated party may shift the spotted trailer with its own power units 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 the 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 the carrier, and free time shall accrue as provided in Section 3.

SECTION 3. COMPUTATION OF FREE TIME--

(a) Commencement of spotting and free time:

- 1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.
- 2. When any portion of the 24-hour free time extends into a Saturday, Sunday, or holiday (national, state, or municipal), the computation of free time for such portion shall resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, nor holiday.
- 3. Free time shall not begin on a Saturday, Sunday, nor holiday (national, state, or municipal), but at 8 a.m. on the next day which is neither a Saturday, Sunday, nor holiday.
- 4. When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

(b) TERMINATION OF SPOTTING AND NOTIFICATION:

- 1. Consignor, consignee, or other party designated by them shall notify carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives notification. Notification by telephone if convenient and practical, otherwise by telegraph or mail, shall be given by consignor, consignee, or other party designated by them at their own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.
- 2. When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
 - (i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
 - (ii) If the change is requested and made after the expiration of free time for a spotted trailer trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

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ITEM 501 Concluded

(c) PREARRANGED SCHEDULING:

- 1. Subject to the provisions of Item 503, and upon reasonable request of consignor, consignee, or others designated by them, carrier, will, without additional charge, enter into a prearranged schedule for the arrival of trailers for spotting.
- 2. If carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.
- 3. If carrier's vehicles arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time spotting commences, whichever is earlier.

SECTION 4. CHARGES

(a) GENERAL DETENTION CHARGES:

After the expiration of free time as provided in Section 3 (a) of this Item, charges for detaining a trailer will be assessed as follows:

- (b) DELAY IN TRAILER PICKUP CHARGE: No additional charge will be made for picking up trailers spotted under this Item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in Item 500.
- (c) STRIKE INTERFERENCE CHARGE: When, because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of \$69.00 per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4th day of charges.

NOTE A: For the purposes of this Item the terms "SPOTTING" and "DROPPING" are considered to be synonymous and are used interchangeably.

ITEM 502

DETENTION - SHIPMENTS, LTL, HAVING A BILLED WEIGHT OF 10,000 POUNDS OR LESS

This Item applies when carrier's vehicles with power units are delayed or detained either on the premises of consignor or consignee or as close thereto as conditions will permit, subject to the following provisions:

SECTION 1 - GENERAL PROVISIONS

- 1. This Item applies only to vehicles which have been ordered or used to transport shipments:
 - (a) Applicable in connection with shipments, LTL, having a billed weight of 10,000 pounds or less.
 - (c) Not subject to Exclusive Use of Vehicles or Capacity Loads.

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- 2. When carrier's employee assists in loading, unloading or checking the freight, this Item will apply whether or not the power unit is actually detained.
- 3. Nothing in this Item shall require a carrier to pickup or deliver freight at hours other than such carrier's normal business hours.
- 4. When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has expired.
- 5. Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up to the time freight is placed in storage and shall immediately become subject to storage charges in Item 910. If the freight is later tendered for delivery, the charge for redelivery in Item 830 will apply. In such event detention charges as provided in Section 5 of this Item will immediately become available.
- 6. When, through no fault of the carrier, the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day:
 - (a) Consignor or consignee may request that the vehicle without power remain at its premises and the provisions of Section 4 Paragraph 2 will apply.
 - (b) Consignor, or consignee may request that the vehicle with power be returned to carrier's premises. At the time, computation of any remaining free time will cease.

 That portion of the shipment in the carrier's possession is subject to storage as provided in Item 910. When the vehicle is returned to consignor's or consignee's premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered is subject to redelivery charges provided in Item 830.

SECTION 2 - DEFINITIONS

"LOADING" - includes the furnishing to the carrier the bill of lading or forwarding directions or documents necessary for forwarding of the shipment.

"UNLOADING" - included:

- (a) Surrender to the carrier of bill of lading on shipments billed "TO ORDER".
- (b) Payment of lawful charges to the carrier when required prior to delivery of the shipment.
- (c) Notification to the carrier that vehicle is unloaded.
- (d) Signing delivery receipt when delivering carrier's agent is present at unloading.

SECTION 3 - COMPUTATION OF TIME

1. Except as provided in Paragraphs 2 and 3, computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee of the arrival of the vehicle for loading or unloading. Upon such notification, the responsible representative of consignor, consignee, or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.

Time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery. Upon such completion, a responsible representative of consignor, consignee, or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.

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ITEM 502 Concluded

- 2. Computations of time are subject to and are to be made within the normal business day at the designated premises at place of pickup or delivery, except:
 - (a) When loading or unloading is not completed at the end of such day, time will be resumed upon notification by driver to the responsible representative of the consignor or consignee that he is ready to resume loading or unloading.
 - (b) When loading or unloading is interrupted for a normal meal period, meal time is not to exceed one hour will be excluded from computation of time.
- 3. When carrier is permitted to work before or after the normal business day, such working time shall also be included.
- 4. When consignor tenders or consignee receives more than one shipment having a billed weight of 10,000 pounds or less., at one time, the combined weight will be used to determine free time. The free time will be increased by 5 minutes for each additional shipment subject to a maximum of 60 minutes additional free time.

SECTION 4 - FREE TIME (NOTE)

1. Free time shall be as follows:

ACTUAL WEIGHT IN POUNDS	FREE TIME IN MINUTES
PER VEHICLE STOP	PER VEHICLE STOP
Less than 2,500	30
2,500 but less than 5,000	60
5,000 but less than 7,500	90
7,500 but less than 10,000	120
10,000 but less than 20,000	180
20.000 or more	240

- 2. Once a vehicle with power is placed for loading or unloading and then charged to a vehicle without power at the request of consignor or consignee, the free time and detention charges will be applied as follows:
 - (a) If the charge is requested and made within free time allowed for a vehicle with power, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied immediately with no further free time allowed.
 - (b) If the change is requested and made after expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, vehicle will immediately be placed on detention for vehicle without power with no further free time allowed.

SECTION 5 - CHARGES:

- 1. When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$29.00.
- 2. The amounts due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading, and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. In the case of import, intercoastal or coastwise shipments, the consignee will be responsible for the charges and in the cases of export, intercoastal or coastwise shipments, the consignor will be responsible for the charges.

NOTE--Free time will be computed on the total number of shipments and their combined weight on the vehicle, regardless of origin or destination.

ITEM 503

PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING

Upon reasonable request of consignor, consignee or others designated by them and subject to the provisions contained herein, carriers will, without additional charge, prearrange schedules for arrival of vehicles, for loading or unloading shipments governed by Items 500 and 501.

- SECTION 1. Request for prearranged scheduling may be oral or in writing.
- SECTION 2. Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.
- SECTION 3. The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue if arrival for unloading is not so scheduled, storage charges will be assessed as provided in this tariff.

ITEM 515

DIVERSION--MOTOR TO AIR TRANSPORTATION

When instructions are received to divert a shipment at any point from motor to air transportation and when such instructions do not include a change in the destination of the shipment, the following provisions apply:

- 1. The shipment will be charged for on the basis of the combination of rates or charges applicable from the origin point to the diversion point and the air transportation charges from the diversion point to the destination point.
- 2. A charge of \$45.00 per hour, per man, subject to a minimum charge of \$68.00 will be made for all time and men required in unloading and reloading the line-haul vehicle to accomplish such diversion.
- 3. A charge of \$10.50 per cwt, subject to a minimum charge of \$68.00 will be made for delivery service to the air transportation terminal.

ITEM 540

TRANSPORTATION OF HAZARDOUS MATERIALS

Shipments of HAZARDOUS MATERIALS, as defined by the Department of Transportation Regulations, including Title 49 Code of Federal Regulations Part 100 thru 180, when transported in a carrier's vehicle will be subject to a handling charge of \$16.00 per shipment, which will be in addition to all other applicable charges.

ITEM 545

EXHIBITION OR TRADE SHOW SHIPMENTS

Shipments, subject to rates and charges that are governed by this rules tariff, when picked up from or delivered to convention centers or temporary warehouses, for exhibitions or trade shows, will be subject to the following:

- a. The shipment will be rated at the otherwise applicable pricing, but at not less than the class 150 rate (See Note 1). (If the base rate tariff or pricing does not contain a class 150 rate, multiply the otherwise applicable rate or charge by 150%).
- b. Each shipment will be subject to an exhibition or trade show shipment charge of \$150.00 in addition to all other charges.
- Note 1 Freight of all kinds (FAK) class exceptions and NMFC released value class exceptions do not apply.

ITEM 550-10

EXPORT, COASTWISE OR INTERCOASTAL SHIPMENTS-DESIGNATION OF PLACE OF DELIVERY (NOTE)

When, upon arrival of an export, coastwise or intercoastal shipment at a port, it is determined the actual delivery address is not designated on the bill of lading, the carrier will give notification of arrival to the broker or other party shown on the bill of lading. The broker or other party will then designated the actual delivery address within the port facility and the carrier will accomplish delivery without charge for change in the originally billed address.

NOTE--This Item is an exception to Item 820 herein, to the extent the provisions of this Item are applicable.

ITEM 560

EXTRA LABOR - LOADING OR UNLOADING

- 1. When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge per man will be as provided in NOTE D. Time shall be computed from the time the extra labor leaves carriers terminal until the time extra labor returns to carriers terminal. This charge will be in addition to all other charges and will be assessed against the consignor (NOTE A) if the extra labor is used for loading and against the consignee (NOTES B and C) if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.
- 2. Carrier's record must be maintained and kept available at all times and must show as to each vehicle containing shipments on which extra labor is used:
 - (a) Name and address of consignor and consignee at whose place of business freight is loaded or unloaded.
 - (b) Identification of vehicle tendered for loading or unloading.
 - (c) Number of extra men used and the number of hours or days each such man was used.
- 3. The provisions of this Item will not apply on Saturdays, Sundays or Holidays. On such days apply the charges provided in Item 754 (Pick-Up or Delivery Service Saturdays, Sundays or Holidays).
- 4. The provisions of this Item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.
- NOTE A--Consignor, as used in this Item, means the party from whom the carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether he be the original consignor or warehouseman, or a connecting air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the Bill of Lading is issued.
- NOTE B--Consignee, as used in this Item, means the party to whom the carrier is required, by the Bill of Lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether he be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated on the Bill of Lading.

NOTE C--Charges for extra labor for unloading may be assessed against the consignor if requested by the consignor and so noted on the Bill of Lading.

NOTE D--Charges are as follows:

TIME OF USE OF EXTRA LABOR	CHARGES
For the first 3 hours or less	\$150.00
For each hour or fraction thereof in excess of 3 hours	\$ 45.00 per hour
but not over 8 hours	
For each hour or fraction thereof over 8 hours	\$ 58.00 per hour

ITEM 566

HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE

- (a) When requested by consignor or consignee, and carriers' operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (Pick-Up or Delivery Service).
- (b) Service under this Item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to the carrier.
- (c) Service provided under this Item will be assessed a charge of \$4.55 per cwt subject to a minimum charge of \$46.00 per shipment and a maximum charge of \$445.00 or a \$445.00 per vehicle if more than one vehicle is used to transport the shipment. When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.
- (d) The charges provided in this Item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges they will be collected from the party requesting such service, except such charge for shipments moving on Government bills of lading will be collected from the U.S. Government.

ITEM 570

IMPRACTICABLE OPERATIONS

Pick-up or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

- (a) The condition of roads, streets, driveways, alleys or approaches thereto;
- (b) Inadequate loading or unloading facilities;
- (c) Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to person or property.

ITEM 575

INTRASTATE TRAFFIC

This tariff will apply on traffic moving between points within the same state considered to be intrastate traffic. In addition, WTVA will observe the same rules or regulations on intrastate traffic that apply to interstate for uniform cargo liability rules, uniform bill of lading or receipts, uniform credit rules and application of the provisions in the National Motor Freight Classification and ICC HGB 100 and ICC HGB 105 series mileage guides.

ITEM 580

MARKING OR TAGGING FREIGHT

Changing Markings or Tags (Exception to NMFC Item 580)

The provisions of NMFC Item 580 will apply, however, carrier will at the request of the shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to the following charges:

- (a) Where the owner of the goods supplies the carrier with prepared labels or tags to be affixed to individual packages or pieces of freight, a charge of \$1.40 per label or tag, minimum charge per shipment of \$27.50 will be assessed for affixing to packages or pieces.
- (b) Where the carrier is not supplied with prepared labels or tags to be affixed to individual packages or pieces of freight, carriers will mark, label or tag the freight, and assess a charge of \$3.25 per package or piece so marked, labeled or tagged, minimum charge per shipment of \$27.50.

All charges accruing under the provisions of this Item must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed.

ITEM 585

HANDLING CHARGE

On freight given to WTVA at Carrier's Terminal where WTVA is required to hold the freight and give to either another Carrier or the Customer, a Handling Charge of \$2.50 Per CWT subject to a Minimum Charge or \$17.00 per shipment will apply.

ITEM 600

MAXIMUM LIABILITY

- 1. The carrier's maximum liability in the event of loss or damage will be determined separately for each package lost or damaged, and will be limited to the lowest of the following.
 - a. The actual value of the shipment at origin; OR
 - b. The valuation provided in Paragraph 2, below; OR
 - c. The Released Value as stated in the National Motor Freight Classification 100 Series, which will apply for each package lost or damaged.
- 2. Articles accepted for transportation shall be considered released at the value per pound per package shown in COLUMN B, opposite the corresponding Class in COLUMN A, subject to a maximum liability of \$20.00 per pound per package and \$100,000.00 per shipment. The maximum value per pound per package allowed shall be arrived at as follows:
 - a. Determine the actual Class as provided in the governing tariff NMFC 100 or the FAK rating as set forth in shipper's published tariff item issued by WTVA or contract provisions
 - b. Locate the applicable Class in COLUMN A.
 - c. The maximum value per pound per package is shown in COLUMN B, opposite the corresponding Class in COLUMN A.

COLUMN A	COLUMN B	COLUMN A	COLUMN B
ACTUAL OR FAK	MAXIMUM VALUE PER	ACTUAL OR FAK	MAXIMUM VALUE PER
CLASS	POUND PER PACKAGE	CLASS	POUND PER PACKAGE
50	\$1.00	110	\$20.00
55	\$2.00	125	\$20.00
60	\$3.00	150	\$20.00
65	\$4.00	175	\$20.00
70	\$6.00	200	\$20.00
77.5	\$8.00	250	\$20.00
85	\$12.00	300	\$20.00
92.5	\$16.00	400	\$20.00
100	\$19.00	500	\$20.00

- 3. Provisions named in this item will NOT apply when the provisions of Item 780 (Restricted Articles) have application.
- 4. In the event of loss and/ or damage to any shipment, WTVA's liability will not exceed \$20.00 per pound per package subject to a maximum of \$100,000.00 per shipment. For Excess Liability coverage, see Item 780 Paragraph 2 (b)
- 5. In lieu of maximum liability as indicated in this article, USED CARGO items will be subject to a maximum liability of \$0.50 per pound per package, as outlined in item 835, regardless of the published FAK (Freight of All Kinds) class or Exception class.
- 6. The term "package" as used in this item, means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in additional complying packaging, the carrier's maximum liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" the released value, and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package. Where a package contains articles subject to the provisions of this item and articles not subject to this item, the carrier's maximum liability is to be determined by multiplying the total weight of the package by the maximum value per pound shown in COLUMN B of Paragraph 2 of this item, as determined by the corresponding Actual NMFC Class or the FAK rating as set forth in shipper's published tariff item issued by WTVA or contract provision as shown in COLUMN A of Paragraph 2.

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Item 600 Concluded

7. LIABILITY FOR SHIPMENT PRICED BY HANDLING UNIT

WTVA's liability for loss, damage, or destruction to any shipment, or part thereof that has been priced per handling unit (per piece, per pallet, per drum, etc.) is limited to:

- A. Actual invoice value of the cargo lost or damaged, OR
- B. Limited liability provisions of the Bill of Lading, NMFC, or Item 780, OR
- C. Applicable limited liability provisions of the NMFC, OR
- D. A maximum of \$1.00 per pound, per package, whichever is less, provided such declaration of value appears on the Bill of Lading.

For EXCESS LIABILITY COVERAGE, Handling unit rates will not apply and it will be rated at actual class rate with applicable additional liability charges.

Regardless of the packaging, if the rate selected by the shipper is based upon such unit pricing, this Section shall take precedence over the other liability limitations that may apply to such commodities if they were not shipped at a shipping rate priced per handling unit. When handling units are consolidated in larger handling units such as boxes into cartons, or cartons onto pallets, the largest handling units shall govern the liability limitation as the per package limitation.

8. LIABILITY ON VOLUME AND/OR SPOT PRICE QUOTES

Carrier's liability for loss, damage, to any shipment or part thereof in connection with volume and/or spot price quoted by WTVA and/or items subsequently published, but originated as a spot quote, but is not limited to vans, truckload, pups, head loads, or flat quote will be governed by the terms of the volume and/or spot price quote, but in no event shall Carrier's liability be greater than the actual invoice value of the damaged or lost commodities or articles. In cases where Carrier's liability is established by the terms of the volume price quote. Carrier's liability will be limited to:

- A. Actual invoice value of the commodities or articles lost or damaged; OR
- B. Limited liability provisions of the Bill of Lading; OR
- C. Applicable limited liability provisions of the NMFC or Item 780 of this tariff, whichever is less, subject to a maximum liability of \$1.00 per pound per package. In no case shall Carrier's liability exceed \$10,000.00 per shipment. This excludes items other than new as outlined in Item 835.

For EXCESS LIABILITY COVERAGE, volume and/or spot rates will NOT apply and it will be rated at actual class rate with applicable excess liability charges. See Item 780 for details on excess liability charges.

Unless item is published, quotes must be obtained prior to tendering the freight to WTVA. Shipments moving under volume and/or spot quotes must have the WTVA quote number written on the Bill of Lading in lettering no less than one inch in height. A volume and/or spot quote does not constitute "exclusive use" of WTVA equipment. All volume and/or spot shipment will be loaded by shipper and unloaded by consignee unless specifically negotiated herein. Should carrier be requested to perform loading or unloading services at origin or destination, applicable labor and detention charges will apply, unless specifically negotiated. Customer is liable for any fines received, as well as excess labor used in reloading to correct axle or gross vehicle weight overloads. Shipments exceeding the quoted weight and linear feet limitation as specified by the quote issued will be subject to excess charges. Excess charges will be in addition to the quoted rate, and applied only to the excess portion of the shipment that exceed the weight and feet limitations. Excess charges will be assessed at a rate of 150% of the volume quote rate per hundred weight, or 150% of the volume quote rate per foot, whichever is greater.

ITEM 610

MINIMUM CHARGE CUBIC CAPACITY AND DENSITY (NOTES A, B, C, D, E, F, G and H)

Except as otherwise provided, any shipment that occupies 750 cubic feet or more and has a density of less than 6 lbs. per cubic feet, or that has a density of less than 1 lb. per cubic foot will be subject to a minimum charge as follows:

The applicable Class 125 rate from the customer's base rates multiplied by the calculated weight less any applicable discount. The calculated weight will be determined by multiplying the number of cubic feet of the shipment times 6 pounds for each cubic foot or portion thereof.

- NOTE A: When this Item has application, the carrier's freight bill will indicate both the actual weight and the calculated weight upon which the minimum charge will be assessed.
- NOTE B: The provisions of this Item are not applicable in connection with shipments subject to:
 - 1. Truckload rates or charges.
 - 2. Rates stated in dollars and/or cents per mile.
 - 3. Rates which apply per vehicle used.
 - 4. Capacity load provisions.
 - 5. Exclusive use of vehicle provisions.
- NOTE C: The Class 125 rate used here shall not be reduced or increased by any exception class, class tier/grouping or Freight All Kinds rating(s) contained in the customer's pricing.
- NOTE D: Where the customer's pricing is determined from mileage rates or where their applicable base rates do not provide a class 125 rating and rate, the minimum charge shall be determined by multiplying the calculated weight by the applicable class 125 rate from the most current WTVA 500 series tariff less a 65% discount.
- NOTE E: For the purpose of applying this rule and charge, when two or more shipments are tendered from the same place during one calendar day for delivery to one place, they will be considered one shipment.
- NOTE F: The provisions of the National Motor Freight Classification NMF 100 Series, Item 171 (Bumping Clause) will not apply in conjunction with the application of this item.
- NOTE G: The minimum charge under the provisions of this Item shall not be greater than the minimum charge for Capacity Loads (Item 390), nor be greater than the truckload charge per vehicle used. The overflow portion of a shipment which is charged for as a separate shipment will be subject to the provisions of this Item.
- NOTE H: The cubic capacity of a shipment will be determined by totaling the cubic feet of each packaged unit in the shipment in accordance with NMFC 100 Series, Item 110, Sections 8 (a) and (b) except as provided below:
 - 1. A vertical dimension of 96 inches will be used to determine the cube of the individual shipping unit(s) when top loading of like cargo is precluded because of but not limited to:
 - a) The nature of the article(s),
 - b) Packaging or lack of packaging used,
 - c) Palletization in pyramided, rounded off, or topped off in fashion and/or,
 - d) Specific instructions by the shipper on the bill of lading, shipping papers, or notation on the shipping containers.
 - 1. A vertical dimension of 96 inches and a horizontal dimension of 96 inches will be used to determine the cubic capacity of shipments loaded exclusively in a space of 12 linear feet or greater.

ITEM 640

MIXED SHIPMENTS

When a number of differently described articles are shipped as a mixed shipment, the charges on the shipment will be determined as follows:

- 1. Each article packaged separately and listed separately (on the bill of lading) by weight will be rated using its actual weight and applicable rate. Except, the total shipment weight will be used to satisfy any minimum weights. Any deficit weight will be rated at the lowest rate applicable to any article in the shipment.
- 2. When two or more different articles are in the same package, the applicable rate for the package will be the highest applicable for any article therein. All articles need not be specified if the highest rated article is shown with the following notation on the bill of lading: "and other articles rated same or lower" (RS or L).
- 3. When two or more different commodities, however packaged, are in the same shipment with only the total weight being shown, the applicable rate for the shipment will be per the class, rate or charge that is the highest for any article therein.
- 4. When packages are shipped in, or unitized on pallets, platforms or skids, provided the packages are properly described to allow for proper rating, the weight of the pallet, platform or skid will be charged at the lowest rate applied to any article in the shipment, if the weight of such device is separately shown on the bill of lading.

ITEM 647

NOTIFICATION PRIOR TO DELIVERY

On shipments, upon which charges are based on less than 20,000 lbs., including minimum charges, a charge of \$18.00 (NOTE) per shipment will be assessed when the carrier is required by notation on the bill of lading to give telephone or written notice of arrival.

NOTE--When the carrier is required by notation on the bill of lading, this charge is to be billed to the shipper on prepaid shipments and to the consignee on collect shipments.

When requested by the consignee, this charge is to be billed to the consignee regardless of whether the freight charges are prepaid or collect

ITEM 649

OFFSET OF OVERCHARGE AND LOSS AND DAMAGE CLAIMS

The customer responsible for the payment of freight charges in not permitted to offset any part of the freight charges by the value of any outstanding loss and damage, overcharge of over-collected claims.

ITEM 650

TRANSPORTATION OF ARTICLES OF EXCESSIVE LENGTH

Shipments containing one or more articles that equal or exceed 14 feet in length, but are less than 24 feet in length, will be subject to a charge of \$78.00 in addition to all other applicable charges.

Extreme Length: Shipments containing one or more articles that equal or exceed 24 feet in length will be subject to a charge of \$155.00 in addition to all other applicable charges.

When shipment is subject to capacity load charges in Item 390 or specific rates based on a minimum amount of linear feet, the charge in this item will not apply.

NOTE A: Shipments containing articles of 14 feet in length or greater are not subject to standard transit times.

ITEM 670-25

OVER DIMENSION FREIGHT (Requiring procurement of special permits)

- A. Shipments requiring procurement of special permits because of their weight and/or shipments containing articles exceeding 45 feet in length, or 9 feet in height, or 8 feet 6 inches in width (any of the above dimensions singly or combined), will not be accepted except by special arrangement with the originating carrier.
- B. Such shipment as are accepted for transportation will be subject to freight charges based on the applicable truckload or volume minimum weight or actual weight, whichever is greater, per vehicle plus the penalties shown below where applicable, in addition to all other rates and charges accruing on such shipments as established by this carrier and provided in tariffs lawfully in effect and on file with the carrier. (NOTE A).

When the Length of the Article is		
		Percentage of Applicable Rate to
OVER	BUT NOT OVER	Be Assessed Shall Be
45 feet	50 feet	110
50 feet	55 feet	125
55 feet	& over	150

When the Width of the Article is		
		Percentage of Applicable Rate to
OVER	BUT NOT OVER	Be Assessed Shall Be
8 feet 6 inches	9 feet	110
9 feet	10 feet	125
10 feet	12 feet	150
12 feet	& over	175

ITEM 670-25 Continued on next page

ITEM 670-25 Concluded

When the Height of the Article is		
		Percentage of Applicable Rate to
OVER	BUT NOT OVER	Be Assessed Shall be:
9 feet	9 feet 6 inches	110
9 feet 6 inches	10 feet	125
Over 10 feet		150

C. ESCORT CAR - When one or more escort cars are requested or required by State or Municipal authorities to accompany any permit load, charges will be assessed as follows:

Charges will be the actual cost of the escort car and driver including telephone calls in connection with such service.

D. FLAGMAN - When Federal, State or Municipal regulations or laws demand that one or more flagmen be used in transporting shipments, as described herein, for the protection of the public and to prevent damage to property, charges will be as follows:

Charges will be the actual cost of the flagman including telephone calls in connection with such service.

- E. PERMIT CHARGES When the carrier is required to obtain permits in connection with the movement of an article as described in Paragraph A, the charge for each permit and expenses involved in obtaining subject permit for each State, City or Municipality shall be the actual cost incurred by carrier including telephone calls (NOTE B).
- F. TOLLS OR FEES When because of no other accessible route or upon request of the shipper and/or consignee or if required by Federal, State or Municipal regulations or laws, the shipment is transported on/or over ferries, toll bridges, road and/or tunnels, any fees or charges in connection thereof will be in addition to the transportation charges and other charges accruing on such shipment as established by this carrier and provided in tariffs lawfully in effect and on file with the carrier. Also, when an additional fee for excess weight is assessed such additional amount will be added to the charges shown for procuring permits and advanced to the shipper or the consignee for payment.
- NOTE A--When a shipment contains more than one type of over dimension freight, i.e., overheight, over- width or overlength, the shipment will be charged for on the basis of the overheight, over width or overlength (not combination thereof) which results in the greatest charge.
- NOTE B--The permit charge assessed shall be the aggregate of charges shown in connection with each state from, to and through which the shipment moves. If by reason of state regulation, or carrier operating authority, movement is through a greater number of states than would be necessary over a shorter route, charges applicable through the greater number of states will apply.

ITEM 710

PALLETS OR CONTAINERS SHIPMENTS TRANSPORTED IN OR ON SHIPPING CARRIERS

(Except marine type or intermodal containers designed for highway use on wheels)

Except as otherwise specifically provided, when shipments are tendered to carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, such carriers, containers, pallets, platforms, racks, reels or skids constitute an integral part of the shipment and are to be delivered to and receipted for by the consignee(s) named on the Bill of Lading covering the loaded movement. Such pallets or containers will be rated at the applicable rate for the highest rated article in the shipment.

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

ITEM 710-10

PALLETS OR CONTAINERS - RETURN OF

(Except marine type or intermodal containers designed for highway use on wheels)

Except as specifically provided, carriers will not perform free return of containers, pallets, platforms, racks, reels, skids or spools.

ITEM 715

PALLET WEIGHT

Unless otherwise specifically provided within shipper's published tariff item issued by WTVA or contract provisions, pallet weight will be considered to be 40 pounds per pallet.

ITEM 720

PAYMENT OF CHARGES

- (a) No shipment will be accepted when the line haul transportation charge is partially prepaid or partially collect.
- (b) When payment of freight charges is made in foreign currency, the exchange value of such currency must not be less than the charges valued in U.S. currency.
- (c) When a payment processing fee is assessed to Wilson Trucking, an administrative processing fee of 3.5% will be added to the otherwise applicable charges and the total collected by Wilson Trucking will be the total of the otherwise applicable charges plus the 3.5% administrative processing fee.

ITEM 750

PICK-UP OR DELIVERY SERVICE (NOTE I)

Except as otherwise provided in NOTE C & G, rates in tariffs governed by this tariff include one pick-up and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier, subject to the following provisions:

1. PLACEMENT OF VEHICLE FOR LOADING:

At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pick up a shipment there tendered for transportation.

2. PLACEMENT OF VEHICLE FOR UNLOADING:

The delivery of a shipment by the carrier to the place of delivery specified on the Bill of Lading will include the placing of a vehicle at the delivery site designated by the consignee.

- 3. LOADING BY CARRIER: (NOTE D)
 - (a) Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading (NOTE A). (Item 566 for handling freight at positions not immediately adjacent to vehicle.)
 - (b) Carrier will furnish only one employee per vehicle for loading whether the employee be the driver, helper, or any other employee except as provided in Item 560 (Extra Labor Loading).
- 4. UNLOADING BY CARRIER: (NOTE D & H)
 - (a) Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (NOTE A). (Item 566 for handling freight at positions not immediately adjacent to vehicle.)
 - (b) Carrier will furnish only one employee per vehicle for unloading, whether the employee be the driver, helper, or any other employee except as provided in Item 560 (Extra Labor Unloading).
- 5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: (NOTE D & H)
 - (a) Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting (NOTE B) or segregating (NOTE B) freight.
 - (b) Loading or unloading service does not include furnishing by the carrier or use by the carrier employee of rigging or special loading or unloading equipment such as platform vehicle (other than two wheeled hand trucks), winches, cranes, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at his expense and shall also assume responsibility for safe loading or unloading, except carrier's employee may use hand trucks or four wheeled hand carts, and hand or electrically operated pallets jacks (non-riding type) when furnished by the consignor or consignee.
 - (c) Loading or unloading service does not include opening of packages or unitized shipments including shrink wrapped or banded freight on pallets or skids.

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ITEM 750 Continued

6. LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE: (NOTE D & H)

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this Item by performing at his own expense the loading or unloading of the shipment on or from the carrier's vehicle.

7. WAIVER OF DELIVERY RECEIPT:

When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered by the carrier and left unattended at the place designated. The carrier will unload the shipment providing the otherwise applicable tariff rules or rates do not specifically require the consignee to so perform such service.

8. CHARGES:

Charges for Pick-Up and Loading or Delivery and Unloading will be made to the extent provided in Items referred to in Items 750-80 through 751.

- 9. HEAVY OR BULKY FREIGHT--LOADING OR UNLOADING: (NOTES E and F) When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipment:
 - (a) WEIGHS 110 LBS. OR LESS, the carrier will perform the loading and/or unloading.
 - (b) WEIGHS MORE THAN 110 LBS. BUT LESS THAN 500 LBS.:
 - The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible
 to the carrier's vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and
 intermediate dimension-- See Paragraph 9 (b) 2 and (d) of this Item.
 - Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.
 - 2. The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle if such freight: 1. exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or 2. if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension.
 - 3. Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.
 - (c) WEIGHS 500 LBS. OR MORE the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.
 - (d) EXCEEDS 8 FEET IN ITS GREATEST DIMENSION OR EXCEEDS 4 FEET IN EACH ITS GREATEST AND INTERMEDIATE DIMENSION, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in P aragraph 9 (b) 2 of this Item.

NOTE A:

- (a) Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk.
- (b) If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used.
- (c) When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space where picked up first the same or different motor carriers.
- (d) When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pick-up by the designated carrier and all of such assigned spaces are as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking spaces.

ITEM 750 Continued on next page

ITEM 750 Concluded

- NOTE B-- The provisions of this paragraph involving Sorting and Segregating are not applicable to the extent of application in Item 886.
- NOTE C-- For the purpose of providing pick-up or delivery service, carriers will furnish only one vehicle, except:
 - 1. Subject to rules governing capacity loads, or if freight tendered exceeds the legal or actual loading capacity of the vehicle furnished, where, in either event, the excess may be loaded in a separate vehicle, or
 - 2. Where other tariff provisions specifically provide for the use of more than one vehicle.

NOTE D:

- (a) Loading, by definition in this Item, includes stowing and counting of the freight in or on carrier's vehicle.
- (b) Unloading, by definition in this Item, includes the removal and counting of the freight from the position in which it is transported in or on the carrier's

NOTE E:

- (a) Loading, by definition in this Item, includes stowing of the freight in or on the carrier's vehicle.
- (b) Unloading, by definition in this Item, includes the removing of the freight from the position in which it is transported in or on the carrier's vehicle.
- NOTE F-- The provisions of NMFC Item 568 (Heavy or Bulky Freight-Loading or Unloading) will not apply.
- NOTE G-- When carrier does not have line haul power equipment available for line haul movement and consignor or consignee requests that line haul service be performed, carrier may assess a charge of \$2.65 per mile to position equipment for pick up.
- NOTE H: Any exceptions at the time of delivery shall be noted on the delivery receipt with carrier's driver present. If carrier's driver is not allowed to be present in the consignee's receiving area, carrier will not accept liability for exceptions shown by consignee.
- NOTE I: Items 1010 through 201600 of the NMFC, when tendered in such packing that do not adequately provide protection during normal transportation, will be accepted at the consignor's risk only. This item also applies to any and all commodities tendered in an exposed condition and is regardless of the minimum packaging requirements as set forth by the NMFC.

ITEM 750-80

DELIVERY SERVICE (NOTE C)

Shipments delivered to mines (NOTE A) will, in addition to all other applicable charges, be subject to the following charges:

SHIPMENTS WEIGHING	CHARGES
Less than 20,000 Lbs.	\$ 1.00 per cwt.
20,000 Lbs. or More (NOTE B)	\$.70 per cwt.
Minimum Delivery Charge	\$ 40.00 per shipment

- NOTE A--The terms "mines" means the site of any pit, excavation, shaft, or deposit at which coal, ore, or minerals is, has been or will be extracted. Such site or "mine" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine depots, mine supply houses, mine tipples or similar receiving facilities) located on such property will be considered as delivery to a mine.
- NOTE B--Applies on actual weight or minimum weight, whichever is greater.
- NOTE C--On shipments involving stopoffs, charges apply to each portion of the shipment delivered to a mine.

ITEM 751

PICKUP OR DELIVERY AT PRIVATE RESIDENCES (Note A)

- 1. Shipments picked up at or delivered to private residences or camps (other than military) will be assessed a charge of \$6.15 per cwt, subject to a minimum charge of \$48.00 per shipment and a maximum charge of \$500.00 per shipment or \$500.00 per vehicle, if more than one vehicle is used to transport the shipment.
- 2. Service under this Item will be provided to floors above or below the level accessible to carrier's vehicle, only when elevator or escalator service is available, and labor, when necessary, to operate same is provided without cost to the carrier.
- 3. The charges provided in this item will apply separately for pick-up and separately for delivery and will be in addition to all other lawful charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party whose location requires such service, except charges on shipments moving on Government Bills of Lading will be collected from the U. S. Government.
- 4. Inside Pick-up or Delivery, when requested, will be included in the charges herein.
- 5. Pick-up or Delivery Service at private residences only applies during Wilson Trucking Corporation's normal pick-up or delivery hours. If customer requests pick-up or delivery service at hours other than carrier's normal hours a charge of \$86.00 per hour will apply from carrier's terminal to the pick-up or delivery point and return to carrier's terminal. The charge will apply in addition to all other lawful charges including the charge in Paragraph 1 of this Item. Carrier and customer will mutually agree on the charges before the service is provided.
- NOTE A: The term "Private Residence" shall apply to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.

ITEM 752

PICKUP CHARGE (FREIGHT NOT AVAILABLE)

When a driver is dispatched to pickup a shipment and arrives during normal business hours on the date of the requested pickup and the shipment is not tendered, a charge of \$98.00 will be assessed to the party that requested the pickup.

ITEM 753

PICK-UP OR DELIVERY SERVICE-OUTSIDE NORMAL BUSINESS HOURS

When consignor or consignee requests carrier to pickup or deliver freight outside normal business hours (NOTE A), such service will be subject to a charge of \$130.00 per occurrence. Such charge shall be in addition to all other applicable charges.

- 1. The carrier is not obligated to furnish pickup or delivery service outside normal business hours.
- 2. Outside normal business hours service may not be available at all locations.
- 3. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

NOTE A: Outside normal business hours is defined as hours which the carriers pick up or delivering terminal does not provide service. This would be on any pick up or delivery before 8:00 AM or after 5:00 PM.

ITEM 754

PICK-UP DELIVERY SERVICE-SATURDAYS, SUNDAYS OR HOLIDAYS

- 1. When consignor or consignee request carriers to pickup or deliver freight on Saturdays, Sundays or holidays, such service will be subject to a charge of \$80.00 per man per hour, or fraction thereof, minimum charge of \$260.00 per man per day. Such charge shall be in addition to all other applicable charges.
- 2. Time shall be computed from the time driver leaves carrier's terminal until the time driver returns to carrier's terminal after performing pickup or delivery service.
- 3. Consignor or consignee may request carrier to place or pickup and empty trailer(s) (Vehicles without power units) on Saturdays, Sundays or holidays even though the actual pickup and/or delivery of freight may occur on a day other than Saturdays, Sundays or holidays. The charge for this service will be as shown in paragraph 1.
- 4. The carrier is not obligated to furnish pickup or delivery service on Saturdays, Sundays or holidays.
- If a delivery date is specified on the bill of lading and shipping order and it is a Saturday, Sunday or a holiday, such document must also indicate that the date is in fact a Saturday, Sunday or holiday.
- 5. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

ITEM 755

PICK-UP DELIVERY SERVICE-LIMITED ACCESS LOCATIONS

- 1. When carrier makes a pickup or delivery at a limited access location, a charge of \$65.00 per shipment, which will be in addition to all other applicable charges.
- 2. The term Limited Access Location includes but is not limited to the following:

A. Individual (mini) storage units

E. Churches

B. Schools

F. Commercial establishments not open to walk-in public during normal business hours

C. Construction Sites

G. Fairs or carnivals

D. Prisons

H. Military Base/Installations

3. In the case of delivery, such charge will include an initial notification to make delivery arrangements only if carrier is provided the correct telephone number of the consignee.

ITEM 768

PRELODGING (PRIOR DELIVERY) OF FREIGHT BILLS

A charge will be assessed when consignee requires delivery of freight bills prior to delivery of shipment, as follows:

Charge per shipment	\$ 30.00
Maximum charge for each delivery of freight bills	\$175.00

ITEM 770

PREPAYMENT OR GUARANTEE OR CHARGES

(Exceptions completely replacing NMFC Item 770)

Except as provided in Items 770-20 and 770-25, shipments will be accepted subject to the following provisions:

- SECTION 1. A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor are to be paid by the shipper.
- SECTION 2. A collect shipment is one which the charges for transportation service including accessorial services rendered at the request of the consignee, or requested by the consigner for the consignee, are to be paid for by the consignee.
- SECTION 3. A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantee to pay the charges if the third party fails to do so within the time allowed under the credit regulations of the Surface Transportation Board or state regulatory commission. Such a shipment will not be accepted if the consignor executes Section 7 of the bill of lading.
- SECTION 4. If, in the judgment of the carrier picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.
- SECTION 5. If a shipment is required by Section 4 hereof or by any provision of this tariff, or tariffs governed by this tariff, to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the carrier picking up the shipment at origin and the consignor guarantees to pay the charge if the consignee fails to do so within the time allowed under the credit regulations of the Surface Transportation Board or state regulatory commission. Such a shipment will not be accepted as a collect shipment if the consignor executes Section 7 of the bill of lading.

SECTION 1 RULES AND REGULATIONS

ITEM 770-20

PREPAYMENT OR COLLECTION OF FREIGHT CHARGES ON EXPORT SHIPMENTS (NOTE)

(Exception to Item 770 of this tariff and NMFC Item 770)

All freight charges on shipments for export, except to points in Canada, must be prepaid.

NOTE--Not applicable on shipments moving on Government Bills of Lading.

ITEM 770-25

PREPAYMENT

(NOTE)

Freight charges must be prepaid on all shipments consigned to or care of Amusement Parks, Trade Shows, Traveling Shows, Chautauguas, Fairs or Exhibitions.

All Freight and accessorial charges on all shipments consigned to federal, state, county, or local Governmental Bodies or agencies, including schools, must be prepaid or guaranteed.

NOTE--Not applicable on shipments moving under Government Bills of Lading.

ITEM 780

PROHIBITED OR RESTRICTED ARTICLES

Section 1: Property of Extraordinary Value:

1. The following property will not be accepted for shipment nor as premiums accompanying other articles. The provisions of Paragraph 2 (a) and (b) will not apply in connection with below listed articles: If the commodities, as described in the list below are inadvertently accepted they shall be subject to a maximum value of \$1.00 per pound per package in the event of loss or damage.

Bank Bills Letters, with or without stamps affixed (NOTE 2)
Carbon Black Museum Exhibits or articles of antiquity (NOTE 4)

Cardboard/Fiberboard totes with plastic bladders Note

for transporting of liquids

Original Works of art (NOTE 5)

Copy Machines Postage Stamps
Currency, o/t coin (NOTE 1) Precious Stones

Deeds Revenue Stamps (NOTE 3)
Drafts Valuable Papers of any kind

Jewelry, other than costume or novelty Jewelry

- 2. Except as provided in Paragraph 1 or Sections 5 through 9, articles of extraordinary value, as defined below, will be accepted for shipment or as premiums accompanying other articles, providing the shipper requests excess liability coverage as provided below:
 - (a) Articles tendered with an invoice value exceeding the maximum liability shown in Item 600 will be considered to be of extraordinary value. Such articles will not be accepted for transportation unless the shipper requests excess liability coverage. Articles inadvertently accepted with an invoice value exceeding the maximum liability shown in Item 600, but without excess coverage will be considered to have been released by the shipper at the maximum liability shown in Item 600.

In the event of loss and/or damage to any shipment, carrier's liability will not exceed the maximum liability shown in Item 600 (NOTE 7), subject to a maximum liability of \$100,000 per shipment, unless the shipper has requested excess liability coverage. (NOTE 6)

(b) If shipper desires to tender a shipment requiring carrier liability in excess of the maximum liability shown in Item 600 or \$100,000 per shipment, whichever is lower, then shipper must indicate in writing on Bill of Lading at time of shipment the total dollar amount of excess coverage requested (See EXAMPLE). The maximum excess liability is \$1,875,000 per shipment, for a total of \$2,000,000 when added to the initial maximum coverage. Carrier will assess an additional charge of \$1.75 per each \$100.00 in excess of the initial maximum liability, subject to minimum excess coverage charge of \$175.00. Such charge is in addition to the lawful freight charges otherwise accruing to the shipment. Charges are to be paid by the party responsible for payment of the otherwise applicable freight charges. This notation should be entered on the Bill of Lading except as shown in Note 8.

EXAMPLE: Customer requesting \$10,000 additional excess coverage would enter on the Bill of Lading as follows:

"\$10,000 excess liability coverage requested"

or

"Excess liability coverage requested: \$10,000"

Section 2: Freight Liable to Damage Other Freight or Equipment:

Carriers are not obligated to receive freight liable to impregnate or otherwise damage other freight or carrier's equipment. Such freight may be accepted and receipted for "subject to delay for suitable equipment" or may, for lack of suitable equipment, be refused.

- NOTE 1: Monetary coins will not be accepted as premiums with other articles except as authorized in NMF 100, Item 310.
- NOTE 2: United States Mail will be accepted when the consignor and consignee are United States Post Offices.
- NOTE 3: Except U. S. Internal Revenue Distilled Spirits Stamps, which will be accepted in truckload or volume shipments only.
- NOTE 4: Except antique furniture subject to NMF 100, Items 100240 and 100260 or numismatic exhibits subject to NMF 100, Item 63830.
- NOTE 5: Except pictures or paintings subject to NMF 100, Items 100240, 100260 and 149420.
- NOTE 6: On articles described in NMFC Item 84180 the carriers maximum liability will not exceed \$5.00 per pound per package.
- NOTE 7: The term "package" as used in this Item means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been overpacked in an additional complying package, the carrier's liability will be determined by separately multiplying the invoice value, maximum value or released value, whichever is less, times the weight of each individual package lost or damaged and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or overpacked in an additional complying package.
- NOTE 8: Excess value coverage will not apply on used equipment subject to Item 835.

Item 780 Continued on next page

Item 780 Concluded

Section 3: Hazardous Freight

The following commodity will only be accepted under the conditions and subject to the applicable charges in Item 470 (Control and Exclusive Use of Vehicle) Ethylene Oxide as described in NMFC Item 44500.

Section 4: Freight All Kinds (FAK) Ratings

On shipments where carrier has established FAK Ratings either in individual Tariff Items or in contracts and the commodities are subject to Items in the NMFC that are subject to release value, the carriers liability will be the lesser of the actual value, value provided by Item 600 herein, or lowest released value in the NMFC.

Section 5: Maximum Liability - Light Bulbs or Tubes

Release value for incandescent, fluorescent or other type of lighting bulb or tube shall be limited to a release value of \$0.10 per pound with a maximum liability of \$10,000.00 per shipment.

Section 6: Maximum Liability - Television Sets

Liability for loss, damage, or destruction of plasma television, LCD (Liquid Crystal Display) including those marketed as LED, or projection sets shall be limited to \$5.00 per pound per package.

Section 7: Maximum Liability - Household Goods or Personal Effects

Liability for loss, damage, or destruction of household goods or personal effects, shall be limited to \$0.10 per pound per package, with a maximum liability of \$2,000 per shipment.

Section 8: Maximum Liability - Shipments By Air

Liability for loss, damage or destruction of property which has been or will be transported by an air carrier or a foreign air carrier shall be limited to a liability of \$0.50 per pound with a maximum liability of \$10,000.00 per shipment.

Section 9: Maximum Liability - Emerald Critical

Liability for loss, damage or destruction of property for shipments moving under the provisions of Item 895 Section 3 of WTVA

Section 10: Maximum Liability - With other carriers

On shipments handled by WTVA (a) that originates with another carrier (either Motor; Water or Rail), WTVA's maximum liability in the event of loss or damage will in no case exceed the maximum liability of the (a) originating carrier. FOR EXAMPLE: If the other carrier's maximum liability is \$5.00 per pound per package, the maximum liability of the other carrier and WTVA will be \$5.00 per pound per package.

Section 11: Maximum Liability - Returned Shipments

Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by WTVA from the original shipper, will be limited to lost freight only and WTVA will not be responsible for damages.

Section 12: Consequential Damages

At no time shall Wilson Trucking Corporation be held liable for any special, incidental or consequential damages of any kind or nature, including but not limited to delay, loss of profits, loss of use, interruption of business, loss of income, interest (finance) charges, or loss of market. The advertent acceptance of a bill of lading containing special or consequential damages will not alter the carrier's liability and any subsequent claims presented containing said damages included shall be declined.

ITEM 810

PROTECTIVE SERVICE - PERISHABLE SHIPMENTS

Shipments of such commodities as are affected by atmospheric conditions or extreme temperature will be handled at owner's and/or shipper's risk only.

ITEM 820

RECONSIGNMENT OR DIVERSION (NOTE E)

A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

- 1. DEFINITIONS OR RECONSIGNMENT OR DIVERSION: For the purpose of this rule, the terms "RECONSIGNMENT" and "DIVERSION" are considered to be synonymous and the use of either will be considered to mean:
 - (a) A change in the name of the consignor or consignee.
 - (b) A change in the place of delivery within original destination point.
 - (c) A change in the destination point.
 - (d) Relinquishment of shipment at point of origin (NOTE B).
 - (e) Instructions received by the originating carrier prior to receipt of shipment (NOTE C).

2. CONDITIONS:

- (a) Requests for reconsignment must be made in writing or confirmed in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.
- (b) Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
- (c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- (d) Only entire shipments, not portions of shipments may be reconsigned.
- (e) An Order for reconsignment of a shipment moving under uniform order bills of lading will not be considered valid, unless and until the original bill of lading is surrendered for cancellation, endorsed or exchanged.
- (f) Instructions for reconsignment of C.O.D. shipments will be accepted only from the consignor.
- (g) Marking or Tagging (NOTE H).

3. CHARGES:

Except as provided in NOTE G, reconsignment as defined in Paragraph 1 will be subject to the following:

If Reconsignment results in a change:	In the name of the consignor or consignee with no change in place	In the place of delivery within original destination (NOTE I)	In the Destination point (NOTE J)
And Reconsignment	of delivery		
Occurs (NOTE D)	20000 011 111	****	D. I. I. I. I. I.
Prior to tender of delivery	\$36.00 per Shipment not less than	\$36.00 per shipment	Published tariff rates to and from
	the published through rate from		Reconsignment point
	original point of origin to ultimate		
	destination (NOTES A & F)		
After tender of delivery	\$36.00 per shipment	A charge of \$4.55 per cwt subject to a minimum charge of \$36.00 per shipment and a maximum charge of \$280.00 per shipment or \$280.00 per vehicle if more than one vehicle is used to transport the shipment	Published tariff rates to and from Reconsignment point but not less than the published through rate from original point or origin to ultimate destination.

ITEM 820 Continued on next page

SECTION 1 RULES AND REGULATIONS

ITEM 820 Concluded

- NOTE A--If the change in destination point is requested and instructions are received in time to effect the requested change at the origin terminal of the originating carrier the charge will be \$36.00 per shipment in addition to the applicable tariff rates and charges from point of origin to the new destination.
- NOTE B--Where a request is made by shipper, before a shipment has left carrier's terminal at point of origin (includes points and places within the Terminal Area (Item 980) for return of a shipment to the original place of shipment, or delivery thereto to another carrier at point of origin, or relinquish possession thereof to shipper or to another carrier at carrier's terminal, such service, if performed, will be subject to a charge of \$4.55 per cwt with a minimum charge of \$36.00 per shipment and a maximum charge of \$280.00 per shipment or \$280.00 per vehicle if more than one vehicle is used to transport the shipment.
- NOTE C--Upon instructions received by the originating carrier prior to receipt of a shipment at point of origin accompanied by a through bill of lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt therefore (not a bill of lading) to the party tendering the shipment and then execute the bill of lading. Such shipment will be subject to a charge of \$36.00 per shipment.
- NOTE D--The provisions governing reconsignment "PRIOR TO TENDER OF DELIVERY" will only apply when carrier receives the request for reconsignment:
 - (a) Before shipment has been loaded on delivery vehicle (in cases where shipment is transferred to city delivery vehicle for delivery); or
 - (b) Before shipment has been dispatched for delivery (in cases where shipment is not transferred to city vehicle for delivery). Thereafter, the provisions governing reconsignment "AFTER TENDER OF DELIVERY" will apply.
- NOTE E--The provisions of this Item are not applicable to the extent provisions are published in Item 550-10.
- NOTE F--When consignor or consignee or its agent elects to accept shipment at carrier's terminal located at reconsignment point, charges will be assessed on the basis of the applicable rate from point of origin to reconsignment point plus a reconsignment charge of \$1.80 per cwt, subject to a minimum charge of \$23.00 and a maximum charge of \$170.00 per shipment or \$170.00 per vehicle if more than one vehicle is used to transport the shipment.
- NOTE G--If a shipment weighing 20,000 pounds or more is reconsigned or diverted after it has left the point of origin and the reconsignment point is directly intermediate on the route over which operations are generally conducted between the point of origin and ultimate destination, charges will be assessed on the basis of the applicable through rate from point of origin to ultimate destination point plus a reconsignment charge of \$1.80 per cwt subject to a maximum charge of \$170.00 per shipment or \$170.00 per vehicle if more than one vehicle is used to transport the shipment. In applying these provisions, the total charges are to be no less than the charges otherwise applicable over the actual route of movement. If the reconsignment point is not directly intermediate, the published tariff rates to and from the reconsignment point but not less than the published through rate from original point of origin to ultimate destination will be applied (NOTES A and F).
- NOTE H--Shipments moving under the provisions of this Item which require marking or tagging in order to comply with the provisions of NMFC Item 580, or when carrier is specifically requested to do so by the consignor or consignee will be marked or tagged by the carrier at a charge of \$3.25 subject to a minimum charge of \$27.50 each package or piece of freight so marked or tagged.
- NOTE I--Provisions include points and places within the commercial zone of the original destination as defined in MC-37 by the Surface Transportation Board, which the carrier in possession of the shipment is authorized to serve direct and which point is subject to the same line haul rates as the original billed destination point.
- NOTE J--Includes points and places other than those defined in NOTE I.

ITEM 830

REDELIVERY (NOTE A)

When a shipment is tendered for delivery and through the fault of the consignee on shipments tendered for delivery at Private Residences and other such locations or through no fault of the carrier as to all other locations, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders and final delivery will be subject to the following provisions.

- (a) If one or more additional tenders or final delivery of the shipment are made at consignee's place, a charge of \$4.55 per cwt, subject to a minimum charge of \$38.00 and a maximum charge of \$280.00 per shipment or \$280.00 per vehicle if more than one vehicle is tendered to transport the shipment will be made for each such tender and for the final delivery.
- (b) If, in lieu of final delivery at consignee's place, consignee elects to accept delivery of the shipment at carrier's premises, a charge of \$1.70 per cwt, subject to a minimum charge of \$23.00 and a maximum charge of \$175.00 will be made.
- (c) All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of the carrier, by the party or parties requesting redelivery before the shipment is re-delivered.

NOTE A--On Order-Notify shipments the minimum re-delivery charge shall be \$75.00.

ITEM 830-60

RETURNED UNDELIVERED SHIPMENTS

Any shipment undelivered, when returned to shipper, shall be returned at the applicable tariff rates in effect on the date of return from the point of the return as origin to the original origin of the shipment (the destination of the return shipment).

ITEM 835

RELEASED VALUE

USED EQUIPMENT OR PARTS (Subject to Notes 1 thru 4)

Exception to ratings of NMFC 100 Items 1010 through 201060.

- (1) Commodities as described above, other than new, will be accepted for transportation subject to a maximum value not exceeding 50 cents per pound, per package. If the shipper fails to release the shipment to 50 cents per pound or declares a value higher than 50 cents per pound, the shipment will not be accepted. If the shipment is inadvertently accepted, it will be considered released at the lowest valuation provided.
- (2) Failure of the consignor to declare the commodity as "used" shall not alter the application of this Item.
- NOTE 1: This Item does not apply on commodities described in NMFC 100 Series which are currently subject to a specific actual or released value.
- NOTE 2: Excess value coverage as shown in Item 780 will not apply when commodity is used.
- NOTE 3: When shipper or shipper's agent fails to enter the actual value or declare the released value of the property on the shipping orders and bills of lading at time of shipment, shipment will be subject to the lowest actual or released value shown herein and carrier's liability shall not exceed the lowest actual or released value. In no case, shall carriers liability exceed value as shown on shipping order or bill of lading or invoice value, whichever is lower. Corrected bills of lading will not be accepted which would add or change the released or actual values.
- NOTE 4: The term "used" as provided herein refers to articles that have been utilized in their designed purposes, other than for testing, or articles being utilized for demonstration purposes. Includes merchandise bought over the internet from companies including but not limited to Ebay, Amazon and others where the merchandise is not new.

ITEM 875

SECURITY SERVICE REQUIREMENTS

When a carrier is required to provide security service, beyond the ordinary care exercised by a motor carrier in the transportation of freight or submit to shipper, consignee, customer, governmental or military security requirements in conjunction with pickup or delivery of a shipment or shipments, additional charges may be assessed in addition to normal line-haul charges, and applicable accessorial charges.

Such service may include, but is not limited to:

- a. Security checks, prior to, during or after delivery, of personnel, equipment or cargo.
- b. Security checks, prior to, during or after pickup, of personnel, equipment or cargo.
- c. Electronic scanning of equipment.
- d. Sealing of trailer after security check.
- e. Sealing of trailer at carrier's terminal prior to delivery.
- f. Restrictions on delivery or pickup due to federal, state or local ordinances or regulations, including curfews, military requirements, martial law or restrictions imposed by the consignee or shipper.
- g. Restrictions on commingled freight required by the consignee or shipper.
- h. The use of specific types of delivery equipment other than that normally used by the carrier.
- i. Where the application of the security services outlined in this item interferes with the carrier's ability to meet scheduled appointments for pickup or delivery, the carrier may apply additional charges for such detention or redelivery.

The additional charges must be guaranteed by the payor of the freight charges prior to any attempt to deliver or pickup

ITEM 880

SEALING OF TRUCKS Seals or Locks Applied to Vehicle

Except as provided in NOTE A below, all seals or locks applied to vehicle may be removed at the option of the carrier over whose line such vehicle is moving, for the purpose of adding freight, transfer of freight or for other purposes contributive to better utilization of the vehicle.

NOTE A--The provisions of this rule will not apply on shipments for which exclusive use of the vehicle is requested as provided in tariffs lawfully on file with the carrier.

ITEM 883

SHIPMENTS TENDERED AS A TRUCKLOAD (NOTE)

Except on shipments for which exclusive use of vehicle is requested, when a shipment is tendered to carrier and bill of lading is so marked "Tendered as a Truckload", the applicable TL rate will apply at the actual or minimum weight, whichever is greater, and the TL rate will not alternate with the LTL rate. Such shipments will be entitled to privileges normally afforded in rules and regulations pertaining to TL shipments, and will not be governed by rules and regulations pertaining to LTL shipments. When shipment is tendered to carrier, under bill of lading marked "Tender as a Truckload" and shipment has begun its movement to destination, corrected bill of lading will not be accepted to remove the TL application.

NOTE--Where there is more than one Vol. or TL rate published, that Vol. or TL rate and its accompanying minimum weight (but not in excess of 40,000 lbs.) producing the highest charge will apply.

ITEM 886

SORTING OR SEGREGATION OF SHIPMENTS

- When carrier is required to sort and/or segregate Consignor or Consignee's shipment or shipments, a charge of \$2.50 per cwt, subject to a Minimum Charge of \$20.00 per shipment will apply in addition to all lawful charges.
- 2. The charges provided in this Item will be assessed against the person requesting the service and must be guaranteed to the satisfaction of the carrier before the service is performed.

SECTION 1 RULES AND REGULATIONS

ITEM 888

SPECIAL SERVICE REQUIREMENTS

Wilson Trucking will pickup or deliver freight using the equipment it uses for normal pickup or delivery service. When the customer requires that the pickup or delivery be made using specific equipment such as a straight truck or a trailer of a specific length, the charge herein shall apply in addition to all other applicable charges.

When a shipment which normally would be stackable, but stacking is prohibited by customer instruction or otherwise required to be floor loaded (such as a requirement to accommodate delivery), and the shipment as loaded requires 12 linear feet or more of trailer space, the charge herein shall apply in addition to all other applicable charges.

When a shipment is required to be tail-loaded to accommodate delivery, the charge herein shall apply in addition to all other applicable charges.

When a shipment is equipped with any type of device designed to prevent stacking (such as cone(s) or empty carton(s)), the charge herein shall apply in addition to all other applicable charges.

The charge for the services referred to herein, shall be \$7.50 per 100 pounds of actual weight, but not less than \$125.00 per shipment or portion thereof if more than one vehicle is required to complete the pickup or delivery, except that the minimum charge for shipments equipped with non-stacking devices will be \$55.00 per shipment. This charge does not include the charges for Hydraulic Liftgate Service (Item 890), Inside Pickup or Delivery Service (Item 566), Residential Pickup or Delivery Service (Item 751) or Limited Access Pickup or Delivery (Item 755).

ITEM 890

SPECIAL SERVICES--HYDRAULIC LIFT GATE

1. Where WTVA is required or requested to employ mechanical loading or unloading devices, including hydraulic lifting or lowering devices, to accomplish pickup or delivery of the goods to or from carrier's vehicle, an additional charge will be assessed upon the actual weight of the shipment or shipments for which such services is tendered at one time, as follows:

 Charge per 100 lbs.
 \$ 4.10

 Minimum charge
 \$ 79.00

 Maximum charge
 \$ 380.00

- 2. The charge for this service shall be paid by the party for whom the service is performed, or guaranteed by the shipper.
- 3. Carrier is not obligated to perform such service when suitable vehicles, equipped with such devices, and operators are not available.
- 4. Service will only be rendered at such locations as are safe and accessible to the vehicle.

ITEM 895

SPECIAL SERVICES - EMERALD GUARANTEED SERVICES

EMERALD GUARANTEED SERVICES provides a guarantee that WTVA will deliver the shipment within the "standard" number of transit days as shown in Section 1 or at a specific time agreed to by the customer and WTVA before the shipment is tendered as shown in Section 2. EMERALD SERVICES also include EMERALD CRITICAL EXPEDITED as shown in Section 3.

Requests for EMERALD SERVICES as shown in this Item must be so indicated on the Bill of Lading by affixing the proper label provided by Carrier.

Charges are to be guaranteed by the party requesting the service, and the non-recourse stipulation on the Bill of Lading (Section 7) may not be executed.

Once a shipment has been tendered to Carrier under the provisions of this Item and the shipment has begun its movement to destination, a Corrected Bill of Lading will not be accepted to remove the application of the terms and conditions of this Item.

The remedies provided in this Item are the sole and exclusive remedies for any claims arising specifically under Emerald Services. In no event shall Carrier be liable for any consequential, incidental, special or economic loss or damages resulting from its failure to meet the schedule delivery date and/or time.

SECTION 1 - EMERALD STANDARD GUARANTEED

- a. WTVA guarantees the delivery of shipments within its published transit time or the line-haul portion of the shipment charge and the EMERALD STANDARD GUARANTEED charge is cancelled.
- b. Weekends are not included in transit time.
- c. Shipments must be made available to Carrier by 5 p.m. on the day of pickup, with 2 hours or more advance notice depending on the shipper's proximity to the Carrier's service center.
- d. If a delivery appointment is required, on-time delivery will be the appointment date.
- e. Shippers desiring this service must so indicate on the Bill of Lading by affixing the proper label provided by Carrier.
- f. When such service is requested, a charge will be assessed, in addition to the line-haul charge, as follows: 25% of the net freight charges, subject to a Minimum Charge Per Shipment of \$25.00
- g. EMERALD STANDARD GUARANTEED SERVICE applies during "Business Hours" on "Business Days", excluding Holidays.

SECTION 2 - EMERALD TIME DEFINITE

- a. WTVA guarantees the delivery of shipment within its published transit time and on or before the requested delivery time or the line-haul portion of the shipment charge and the GUARANTEED SERVICE charge is cancelled.
- b. Weekends are not included in transit time.
- c. Shipment must be made available to Carrier by 5 p.m. on the day of pickup, with a 2-hours or more advance notice depending on the shipper's proximity to the Carrier's service center.
- d. If a delivery appointment is required, on-time delivery will be the appointment date.
- e. When EMERALD TIME DEFINITE service is required, the customer should call 1-877-982-7845 for approval and price and then notify WTVA's driver at time of pickup that EMERALD TIME DEFINITE service is requested.
- f. Freight charges, including the additional charge for EMERALD TIME DEFINITE service will be quoted at the time of approval. WTVA reserves the right to deny this request. In the event the quoted charges are based on inaccurate information (weight and/or class), the linehaul portion of the charges will be adjusted to reflect the correct information and the GUARANTEED SERVICE charge will be adjusted as a proportion between the quoted linehaul charge and the adjusted charge but will not be less than the original quoted charge.
- g. EMERALD TIME DEFINITE shipments will be delivered no later than one (1) hour of the agreed time of delivery or arrival at consignee's facility set up in advance of the shipment. (Example: Agreed time of 10:00 a.m. will be delivered no later than 10:59 a.m.).
- h. Shippers desiring this service must so indicate on the Bill of Lading by writing the time of delivery and by affixing the proper label provided by Carrier, along with the Carrier's supplied authorization number.

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SECTION 3 - EMERALD CRITICAL EXPEDITED

- a. WTVA also offers EMERALD CRITICAL EXPEDITED service which is customized to meet the customer's critical needs. This service, in most cases, requires a dedicated run by the Carrier. If delivery is not performed as agreed upon in the Expedited Delivery Agreement, the charges will be cancelled.
- b. Shippers desiring this service shall call WTVA Expedited Coordinator at 1-877-982-7845 for approval and price. WTVA reserves the right to deny request. If agreed upon, the Expedited Coordinator will fax shipper an Expedited Shipper Agreement for signature. In the event the quoted charges are based on inaccurate information (weight and/or class) the price will be adjusted to reflect the correct information. Shipper will return via fax the signed agreement and the Expedited Coordinator will make arrangements to provide the service. EXPEDITED SHIPMENT AGREEMENT is a one-time contract and supercedes all tariffs and contracts between WTVA and shipper.
- c. EMERALD CRITICAL EXPEDITED shipments will be delivered no later than one (1) hour of the agreed time of delivery or arrival at consignee's facility set up in advance of the shipment. (Example: Agreed time of 10:00 a.m. will be delivered no later than 10:59 a.m.).
- d. Shippers desiring this service must so indicate on the Bill of Lading by writing legibly EMERAL CRITICAL EXPEDITED service and by affixing the proper label provided by Carrier, along with the Carrier-supplied authorization number.

SECTION 4 - LIMITATIONS

- a. WTVA shall not be liable for any failure to perform its EMERALD SERVICES or for loss, damage or delay to any of the goods described in the Bill of Lading when delay is caused by an act of God, public enemies, riots, strikes, fires, accidents, floods, severe storms, terrorism, faulty or impassable roadways, lack of capacity or highway bridges, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, authority of laws, quarantines, civil commotion or hazardous incidents, a state of war, compliance with laws, government regulations, order or requirements, an act or omission of shipper, consignee or owner of goods, or any cause beyond the control of WTVA.
- b. EMERALD SERVICES is NOT available on shipments as follows:

Collect on Delivery (COD) shipments.

Shipments of Perishable Goods or shipments requiring Temperature Control service.

Shipments to: Convention Centers, Exhibition Centers, Fairs, Traveling Shows, Private Residences, Self Storage Warehouses, Food or Grocery Warehouses.

Shipments of Prohibited or Restricted Articles as named in Item 780 of this Tariff.

Over-length shipments (more than 12 feet long).

Shipments requiring liftgate delivery where liftgate equipment is unavailable.

Shipments of excessive loose pieces (average less than 25 lbs. each).

Freight that presents loadability or storability problems.

Hazardous Materials requiring segregation.

Shipments to points not served direct by WTVA, including points served by interline partners and agents.

SECTION 5 - DEFINITIONS

DELIVERED ON SCHEDULE:

- 1. GUARANTEED TIME: Within one (1) hour of the agreed time.
- 2. GUARANTEED DAY: When shipment is delivered on the WTVA published standard service date or when it is available for delivery on the WTVA published standard service date but is not delivered because of:
 - a. Unavailability of the consignee.
 - b. Refusal by the consignee to accept the shipment.
 - c. Inability of the consignee to pay for all charges due at the time of delivery if the consignee does not have established credit with WTVA.
 - d. Other circumstances controlled by the consignee that prevent delivery.

BUSINESS DAY: Monday through Friday, excluding Holidays.

BUSINESS TIME: The time operations are generally conducted by the Carrier at the terminal where the service is performed.

HOLIDAY: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, or any other day generally observed as a Holiday by the Carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be observed as a holiday. When the holiday falls on Saturday, the prior Friday will be considered as a holiday.

ITEM 900

STOPOFFS

Stopping of Shipments For Partial Loading or Partial Unloading

A single shipment, upon which charges are based on 20,000 lbs., or more, may be stopped for partial loading or partial unloading (NOTE A), subject to the following provisions:

1. GENERAL PROVISIONS:

- (a) After initial pick up stop at origin and prior to final delivery stop at destination, a shipment may be stopped for the purpose of picking up or delivering component parts of a single shipment at origin, at points enroute to destination or at destination.
- (b) Pick up or delivery service may be performed at additional loading or unloading sites at origin, destination or intermediate stopoff points, within the continuous private property at the place of the party receiving the service. Continuous private property may be intersected by no more than one public street or thoroughfare.
- (c) The greatest mileage between any point of loading and any point of unloading will determine the point of origin and the point of destination for the application of this rule. All mileage shall be computed by use of the Household Goods Carriers' Mileage Guide.

2. LIMITATIONS:

- (a) Except as provided in Paragraph (b) of the general provisions, each stopoff is limited to one setting of the truck in accordance with Item 750 (Pick up or Delivery Service).
- (b) On joint line traffic stopoff privileges apply only when the entire shipment is delivered to one connecting carrier or, if stopoffs has already been accorded, when the entire remaining portion of the shipment is delivered to one connecting carrier.
- (c) Stopoffs for partial loading or partial unloading will not be permitted on shipments moving "COD", "In Bond", "To Order", "Order-Notify", "Order Care Of", nor on which Section 7 of the bill of lading has been executed.
- (d) The substitution of freight for that originally loaded or any exchange of contents at a point or place of stopoff is prohibited.
- (e) All of the component parts of a shipment must be loaded and in transit before any stop is made for partial unloading.
- (f) This Item will not apply on containerized shipments moving as one unit of freight, whether in wheeled trailers or containers or other than in wheeled trailers or containers.

3. STOPOFF CHARGES:

- (a) The initial pick up stop and the final delivery stop are not subject to stopoff charges.
- (b) Except as provided in Paragraph (c) and (d), each stop for either partial loading or partial unloading, not both, will be subject to a stopoff charge of \$90.00 per stop.
- (c) A shipment receiving both services (partial loading and partial unloading) will be subject to a stopoff charge of \$90.00 per stop.
- (d) Each stop at piers or wharves for partial loading or partial unloading will be subject to a charge of \$90.00 per stop.
- (e) Except as provided in paragraph (d) above, each stop at additional loading or unloading sites, as outlined in paragraph 1 (b), will be subject to a charge of \$65.00 per stop. This charge is in addition to the charges provided in Paragraphs (b) and (c) above.

4. LINE HAUL CHARGES:

- (a) Charges shall be determined on the basis of the minimum weight, or actual weight, if greater, of the entire shipment at the rate or rates applicable:
 - (1) from the point of initial origin or
 - (2) from any intermediate point where shipment is stopped for partial loading

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- (3) to any intermediate point where shipment is stopped for partial unloading, or
- (4) to the point of final destination from and to which the highest charges are applicable.
- (b) If the total distance from initial origin to final destination via the stopoff point or points exceeds 115% of the shortest mileage from initial origin to final destination, that distance in excess of 115% will be charged for at the rate of \$4.30 per mile. All mileages shall be computed by the use of HGB Mileage Guide, ICC HGB 100 Series. The greatest mileage between any point of loading and any point of unloading will determine "initial point of origin" and "the point of final destination" for the purpose of applying this circuity provision and determining the excess mileage, if any, and the charge therefor.
- (c) When on shipments subject to mileage rates the provisions of paragraph 4(b) will not apply. Mileage will be determined from origin to destination through the stopoff point or points.

5. PREPAYMENT OF CHARGES:

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

6. FAILURE TO DELIVER STOPOFF FREIGHT:

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

7. MARKING OR TAGGING SHIPMENTS:

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

8. STOPOFF HANDLED IN SEPARATE VEHICLES:

For carrier's convenience, any portion of the shipment may be picked up, transported, or delivered in separate trucks and all portions of the shipment need not be transported through the stopoff point or points.

9. SHIPPING INSTRUCTIONS:

- (a) Arrangements for any stopoff service provided in this Item must be made with the originating carrier before shipment or any portion thereof is tendered for transportation.
- (b) The entire shipment must be available for pick up at time of tender.
- (c) The shipper must tender the part lots in order required by the carrier.
- (d) The party or parties authorized and designated by the shipper to accept or tender freight at a point or place of stopoff may be the same or other than the billed consignee.
- (e) The bill of lading shall designate the following:
 - 1) Stopoff point or points and places;
 - 2) The weight, quantities, markings and description of articles to be loaded or unloaded;
 - 3) The name and address of the party authorized to tender freight or to accept freight for unloading at point or place of stopoff.
- NOTE A--This rule will also apply on a class or exception rated shipment of an article or articles subject to Class 150 or higher with charges based on 10,000 lbs. or more.

ITEM 910

STORAGE

Freight held in carrier's possession by reason of an act or an omission of the consignor, consignee, or owner, or for customs, clearance or inspection, and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions:

- 1. Storage charges on freight awaiting line haul transportation will begin at 7:00 A.M., the day after freight is received by the carrier.
- 2. Storage charges on undelivered freight will begin at 7:00 A.M. of the second day of business (NOTE A), after notice of arrival has been given as provided in Item 345, except no charges under this Item will be made when actual tender is made within 24 hours after such notice of arrival has been given (NOTE B).
- 3. Freight, other than that provided for in Paragraph 4 stored in carrier's possession, will be assessed a charge of \$1.60 per cwt or fraction thereof per 24 hours or fraction thereof, subject to the following minimum and maximum charges:

MINIMUM CHARGES: \$11.00 per shipment per each 24 hours, but not less than \$45.00 per shipment.

MAXIMUM CHARGES:

PERIOD		CHARGES
For the first 24 hours or fraction thereof	\$104.00	Per shipment or per vehicle if more than one vehicle is
For the second 24 hours or fraction thereof	\$125.00	used to transport the shipment
For the third and each succeeding 24 hours or fraction	\$196.00	
thereof		

4. Freight stored in carrier's possession which is subject to rates applicable in connection with shipments of 20,000 lbs. or more or which is subject to Exclusive Use of Vehicle or Capacity Load Provisions (see Items 470 and 390), will be assessed the following charges:

PERIOD		CHARGES
For the first 24 hours or fraction thereof	\$104.00	Per shipment or per vehicle if more than one vehicle is
For the second 24 hours or fraction thereof	\$125.00	used to transport the shipment
For the third and each succeeding 24 hours or fraction	\$196.00	
thereof		

- 5. Storage charges under this Item will end when carrier is enabled to deliver or transport the freight as a result of action by the consignee, consignor, owner or Customs Official.
- 6. Storage charges under this Item will not apply on the day carrier places the freight in a public warehouse. When carrier does place the freight in a public warehouse, a charge of \$5.00 per cwt, subject to a minimum charge of \$50.00 per shipment will be made.

NOTE A--The term "SECOND DAY OF BUSINESS" as used in this Item means Mondays through Fridays, excluding holiday.

NOTE B--When the carrier has been given instructions at time of shipment or prior to giving notice of arrival as provided in Item 345, that the consignee will not accept freight for more than 24 hours, storage charges will begin at 7:00 A.M. the second business day after arrival at carrier's destination terminal.

ITEM 959

TRANSFER OF LADING

- 1. When shipments, weighing 20,000 lbs. or more cannot be picked up with the vehicle to be used in transporting the shipment over the highway, and the carrier is required to render pick-up service with a different vehicle, such shipments will be subject to the charges in paragraphs 4 and 5 in addition to all other applicable charges. These charges will be collected from the consignor.
- 2. When shipments, weighing 20,000 lbs. or more cannot be delivered with the vehicle used in transporting the shipment over the highway, the carrier will notify the consignee of this fact in the manner provided in Item 345 (Arrival Notice and Undelivered Freight). If the consignee requests the carrier to render delivery service with a different vehicle, such shipments will be subject to the charges in paragraph 4, in addition to redelivery charges when performed, and all other applicable charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee.
- 3. When consignor or consignee requests that shipments subject to truckload or volume rates be picked- up or delivered on a vehicle other than the vehicle used in transporting the shipments over the highway, the charges in paragraph 4 will apply. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting the service.
- 4. Each vehicle required for original pickup and/or delivery will be considered a separate transfer. The charge for the weight of each vehicle will be \$2.80 per cwt subject to a minimum charge of \$135.00.

ITEM 980

UNNAMED POINTS OR TERMINAL AREA PLACES WITHIN OR ADJACENT TO INCORPORATED MUNICIPALITIES OR UNINCORPORATED COMMUNITIES, APPLICATION OF RULES FROM AND TO

Rules and regulations, published in this tariff, will apply from and to points named in this tariff, as well as from and to places within the limits specified below:

- (a) If the point of origin or destination is an unincorporated community--All places within two and one-half miles by air line of the post office of the same name in such unincorporated community if the community has a population of less than 2,500; within four miles if it has a population of 2,500 but less than 25,000; and within five and one-half miles if it has a population of 25,000 or more (NOTE).
- (b) If the point of origin or destination is an incorporated community--At any place within the corporate limits, also (NOTE):

With population of less than 2,500--At any place not more than two miles by air from the corporate limits.

With population of 2,500 or more but less than 25,000-At any place not more than three miles by air from the corporate limits.

With population of 25,000 or more but less than 100,000-At any place not more than four miles by air from the corporate limits.

With population of 100,000 or more--At any place not more than five miles by air from the corporate limits.

NOTE--Population will be determined by the last decennial U.S. census.

ITEM 985

VEHICLES FURNISHED BUT NOT USED

- 1. When carrier upon receipt of a request to pickup a shipment upon which charges are based on 20,000 lbs. or more or to furnish a vehicle for expedited service, or for the exclusive use of a consignor at points within terminal area as defined in Item 980, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the carrier, vehicle is not used, a charge of \$270.00 per day or fraction thereof per vehicle, will be assessed against the consignor making such request. Accrual of these charges will terminate when carrier is notified that vehicle will not be used.
- 2. When a carrier is requested to dispatch a vehicle to a point of origin designated by consignor or consignee that is outside terminal area as defined in Item 980 and such vehicle is furnished but not used due to no fault of the carrier, a charge for each vehicle of \$4.55 per mile subject to a minimum charge of \$715.00 will be assessed against the party making such request. The mileage will be computed from the carriers terminal point to the designated origin point, plus mileage back to carriers terminal point. Mileage to be determined by use of HGB Mileage Guide, ICC HGB 100 Series, supplements thereto or reissues thereof (NOTE).
- NOTE--Upon arrival of the vehicle with power unit, the consignor will have free time of 60 minutes to inform carrier the vehicle will not be used. If carrier is detained beyond 60 minutes, a charge of \$110.00 per hour or fraction thereof per vehicle will be assessed in addition to other applicable charges provided herein.

SECTION 1 RULES AND REGULATIONS

ITEM 992

WEIGHT VERIFICATION

Carrier will verify the weight of any shipment upon request by either the consignor or consignee. Such verification will only be made while in the custody of the carrier. A charge of \$40.00 per shipment or per vehicle if more than one vehicle is used to transport the shipment, will be made for such verification. This charge is to be paid by the party requesting the service.

ITEM 995

WEIGHTS-DUNNAGE (Exception to Sec. 3 of NMFC Item 995)

Any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports, not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipments, subject to other than classes or rates of shipments, upon which charges are based on less than 20,000 lbs., secure for transportation, must be furnished and installed by the shipper, except that such materials may be installed by the carrier subject to the following provisions:

- (a) Materials therefor will be furnished by the shipper, or when materials are furnished by the carrier the charge therefor will be paid by the shipper upon presentation of invoice by the carrier.
- (b) A charge for labor necessary for such installation by the carrier at a rate of \$58.00 per hour or fraction thereof, minimum charge of \$58.00, for each man, will be paid by the shipper upon presentation of invoice by the carrier.

SECTION 2

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS FOR STANDARD USE THROUGHOUT THE TARIFF OR AS AMENDED

ITEM 1000000

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

ABBREVIATIONS	EXPLANATION	
AL	Alabama	
AQ	Any Quantity	
AR	Arkansas	
ATA	American Trucking Association, Inc.	
COD	Collect On Delivery	
Cont.	Continued	
DE	Delaware	
DC	District of Columbia	
FL	Florida	
GA	Georgia	
HGB	Household Goods Carriers' Bureau, Agent	
HMT	Hazardous Materials Tariff	
Inc.	Incorporated	
KD	Knocked Down	
KDF	Knocked Down Flat	
LBS	Pounds	
LTL	Less Than Truckload	
MC	Motor Carrier	
MD	Maryland	
MF	Motor Freight	
MS	Mississippi	
Mt	Mount	
NC	North Carolina	
NMF	National Motor Freight Traffic Association, Inc.	
NMFC	National Motor Freight Classification	
No.(s)	Number or Numbers	
NOI	Not otherwise indexed by name in this Tariff	
P.O.	Post Office	
SC	South Carolina	
SU	Set Up	
THRU	Through	
TL	Truckload	
TN	Tennessee	
US	United States	
VA	Virginia	
VMW	Volume Minimum Weight	
Vol.	Volume	
Wt	Weight	
WTVA	Wilson Trucking Corporation	
WV	West Virginia	
	EXPLANATION OF REFERENCE MARKS	
REFERENCE MARKS	EXPLANATION	

REFERENCE MARKS	EXPLANATION
(R)	Reduction
(1)	Increase
(C)	Change which results in neither increase nor decrease in charges
(a)	Addition
(B)	Between
\$	Dollar or Dollars
%	Percent